

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, May 15, 2012

4:30 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****V. PRESENTATION AGENDA****VI. POLICY AGENDA****VI.-1 2012-0714**

Approve or Deny the petition filed by W. H. Capital, LLC c/o Waffle House, Inc., owner and represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, to vary from Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¼"), for a variance of four foot eleven and one-quarter inches (4'11 ¼"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4); Hattiesburg Planning Commission recommended to DENY on April 4, 2012.

Attachments: 963 Broadway Drive (Minutes and Packet)

VI.-2 2012-0791

Approve or Deny the petition filed by Helveston Road Church of Christ, owner, represented by Calvin McDaniel, Partner, Quick Dollar & Treats, LLC, to change the zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District; Hattiesburg Planning Commission recommended to APPROVE on May 2, 2012.

Attachments: 531 Helveston Road (Minutes and Packet)

VI.-3 2012-0801

Approve or Deny the petition filed and represented by the City of Hattiesburg, to designate the zoning classification of a certain annexed property located on J Ed Turner Road (PPIN 008540, 032824 through 032923, Ward 1), to R-1A (Single-Family Residential District); Hattiesburg Planning Commission recommended to APPROVE on May 2, 2012.

Attachments: J Ed Turner Road (Minutes and Packet)

VI.-4 2012-0789

Adopt the May 15, 2012 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2012 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Attachments: May 2012 Proposed Amendments
 Resol. 10% budget 2012-45

VI.-5 2012-0808

Adopt a Resolution declaring one (1) 2005 Garbage Truck (Unit 14411, 1HTWCAAR45J002603) surplus and authorize sale of said garbage truck to the City of Mt. Olive in the amount of \$7000.00.

Attachments: resolution.MT Olive
 executed resolution 2012-46 MT Olive

VI.-6 2012-0781

Adopt Amended Resolution declaring surplus One (1) 2006 Ford Crown Victoria (Unit #15150 - 2FAFP71W36X133478) and One (1) 2007 Ford Crown Victoria (Unit #15783 - 2FAFP71W17X130730); Authorize the donation of said vehicles to the City of State Line Police Department and Removal of said vehicles from inventory.

Attachments: 05-15-Rescind Minute Book Number for Vehicles.pdf
 Amended resolution
 executed RES 2012-47 Amended resolution

VI.-7 **2012-0737**

Authorize Mayor to execute four (4) copies of a request for Budget Modification on CDBG Project No. R-103-205-01-KED, Wis-Pak (South Lagoon Aeration Project), to extend the contract date.

Attachments: MDA Budget Modification No. 4

VI.-8 2012-0773

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 1 in the amount of \$23,000.00 for Administrative Expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast and authorize manual check for same.

Attachments: Request for Cash No 1

VI.-9 2012-0783

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 25 in the amount of \$12,620.88 for expenses related to CDBG Project #R-103-205-01-KED Wis-Pak.

Attachments: Request for Cash No 25

VI.-10 2012-0784

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 15 in the amount of \$7,283.69 for expenses related to CDBG Project #R-110-205-01-GZ Fire Station, and authorize issue of manual check for payment of invoices upon receipt of reimbursement.

Attachments: Request for Cash No 15 - Fire Station

VI.-11 2012-0788

Approve change order and authorize Mayor to execute four (4) copies of Supplemental Agreement No. 1 with RJM-McQueen Contracting, Inc. for the Safe Routes to School - Rowan Sidewalk Project No. SRSP-0210-00(019) LPA 105810-401000. Supplemental Agreement No. 1 extends the contract completion date to March 17, 2012.

Attachments: Supplemental Agreement No. 1
 Supplemental Agreement 1-Fully Executed

VI.-12 2012-0790

Adopt an order authorizing issuance of manual checks in payment of Orders received from the Special Court of Eminent Domain in relation to the 4th Street Expansion project, Phase I and Phase II.

Attachments: Memo to Mayor & Council

VI.-13 2012-0799

Acknowledge receipt of letter from Brad Brian, Hattiesburg Coca-Cola Bottling Company, offering to donate a parcel of property connected to Coca-Cola Avenue; accept property as a donation for use as a city street.

Attachments: COCA COLA AVE STREET DEED 5-7-2012 2
 Letter from Brad Brian
 Letter and map for COCA COLA AVE STREET DEED
 executed deed

VI.-14 2012-0805

Approve agreement between the City and Fastenal for installing Fastenal Vending Solutions (FVS) equipment, for inventory control of supplies and equipment at the Public Works Department.

VI.-15 2012-0778

Authorize the Mayor to execute duplicate original agreements with Jimmy G. Gouras, Urban Planning Consultants, Inc. in an amount not to exceed \$15,000.00 in connection with the completion of an Analysis of Impediments to Fair Housing. {Entitlement}

Attachments: Analysis of Impediments to Fair Housing Grant Agreement
executed Analysis of Impediments to Fair Housing Grant Agreement

VI.-16 2012-0800

Approve Amendment to the CHDO contract with Housing Alternatives (found at MB 2010-3 / 39-50), (as amended August 3, 2010 @MB 2010-4 / 457-458, December 21, 2010 @MB 2010-6/707-708, and September 20, 2011 @MB 2011-5/552-554) to extend the time period to July 31, 2013 and to make Hattiesburg Area Habitat for Humanity a party to the agreement (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - HOME}

Attachments: CONTRACT ADDENDUM Agreements (HA) May 2012
Exhibit A - Construction Budget 437 Mable Street
Exhibit A - Construction Timeline 437 Mable Street
Executed Housing Alter

VI.-17 2012-0798

Approve Public Service Grant Award to Pinebelt Community Services in an amount not to exceed \$10,000.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}

Attachments: Pinebelt Community Services Meals Program 2012 Subrecipient
Pinebelt Community Services Meals Exhibit A
Executed Meals

VI.-18 2012-0797

Approve Public Service Grant Award to The First Tee of the Pinebelt in an amount not to exceed \$15,000.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}

Attachments: First Tee of the Pinebelt 2012 Subrecipient
First Tee Exhibit A
Executed The first Tee

VI.-19 2012-0796

Approve Public Service Grant Award to Breakthrough Community Services in an amount not to exceed \$10,000.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}

Attachments: Breakthrough - Utility 2012 Subrecipient
Breakthrough Exhibit A
Executed.Utility

VI.-20 2012-0794

Approve Public Service Grant Award to May Hinton Lodge #540 in an amount not to exceed \$6,500.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}

Attachments: May Hinton Lodge 2012 Subrecipient
May Hinton Exhibit A
Executed.Lodge

VI.-21 2012-0793

Approve Public Service Grant Award to Eve's House, Inc. in an amount not to exceed \$6,500.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}

Attachments: Eve's House 2012 Subrecipient
Eve's House Exhibit A
Executed Eve's House

VI.-22 2012-0802

Ratify and confirm the Mayor's re-appointment of Andrew Moore (W3) to the Housing Authority Board for a five-year term beginning 5/19/12 and ending 5/18/2017.

Attachments: Andrew Moore- Data Sheet

VII. ROUTINE AGENDA**VII.-1 2012-0803**

Acknowledge approval of House Bill 493, 2012 Regular Session, authorizing the governing authorities of the City of Hattiesburg to contribute funds to the Hattiesburg Downtown Association, Inc., a sum of money not to exceed Thirty Thousand Dollars (\$30,000.00) during the calendar years 2012, 2013, 2014 and 2015.

Attachments: HB 493 - Hattiesburg Downtown Association

VII.-2 2012-0766

Acknowledge receipt of the audit of The Emergency Management District for the fiscal year ending September 30, 2011, from Wright CPA Group, PLLC (on file in the City Clerk's office).

VII.-3 2012-0767

Acknowledge receipt of audit for the Library of Hattiesburg, Petal and Forrest County, for the fiscal year ending September 30, 2011 from Herzog CPA Company, PLLC (on file in the City Clerk's Office).

Attachments: Library audit

VII.-4 2012-0774

Acknowledge bids received May 3, 2012 for the Highway 98 Booster Station, and accept the bid from Greenbriar Digging Service LP as being the lowest and best bid received; Authorize Mayor to execute contract for same.

Attachments: Certified Bid Tab

VII.-5 2012-0779

Acknowledge bids received April 26, 2012 for Runway 31 Drainage Improvements (AIP No. 3-28-0031-0019-2012), and accept the bid from Fairley Construction Services, Inc. as being the lowest and best bid received; Authorize Mayor to execute contract for same.

Attachments: Certified Bid Tab

VII.-6 2012-0780

Acknowledge receipt of bids received March 8, 2012 for One New Positive Displacement Blower Combination Sewer Cleaner for the Sewer Division and reject all bids; Approve Revised Specifications and Authorize Publication of Advertisement for One New Positive Displacement Blower Combination Sewer Cleaner for the Sewer Division.

Attachments: 05-15-Reject Sewer Cleaner Memo.pdf
 05-15-Reject Sewer Cleaner - Readvertise.pdf

VII.-7 2012-0782

Approve Specifications and Authorize Publication of Advertisement for Mast Arm Poles for Broadway Dr. and Bartur St.

Attachments: 05-15-Mast Arms Advertisement.pdf
 executed 05-15-Mast Arms Advertisement

VII.-8 2012-0771

Approve the issuance of taxi permit/ badge, E-098 to Rodney Scott Terry to drive for GulfSouth Airport Shuttle & Taxi Company.

Attachments: Taxi Permit
 executed Taxi Permit

VII.-9 2012-0770

Approve the issuance of taxi permit/badge F-007 to Henry Anthony Taylor, to drive for Hattiesburg Transportation Taxi Company.

Attachments: Henry Taylor
 executed Henry Taylor

VII.-10 2012-0777

Approve the issuance of taxi permits for the following : Jonathan E. Bertrand (F-003) and James Harrell Jr. (F-004), to drive for D.J. Shuttle Company.

Attachments: Permits-DJ Shuttle
 executed Permits-DJ Shuttle

VII.-11 2012-0776

Approve the issuance of taxi permits for the following: Ezekiel T. Gilbert (E-100), Noel William Parrett (E-084), Richard D. Collier (E-101) and William Dale Stiglet (F-008), to drive for Yellow Cab Company.

Attachments: Yellow Cab
executed yellow cab

VII.-12 2012-0772

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

Attachments: PL Report for April 2012

VII.-13 2012-0768

Approve sale of grave spaces per attached memo.

Attachments: Cemetery Deeds
executed Cemetery Deeds

VII.-14 2012-0775

Acknowledge Proofs of Publication for the month of April, 2012.

Attachments: Publication for April 2012

VII.-15 2012-0786

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

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

VII.-16 2012-0809

Approve Claims Docket for the period ending May 11, 2012.

Attachments: Claims Docket 5-11-2012
ADDENDUM 5.14.12



City of Hattiesburg, MS

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

Master

File Number: 2012-0714

File ID: 2012-0714

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: 963 Broadway Drive - Variance

Final Action: 05/15/2012

Minute Book Number: MB2012-1/115 Remove

Title:

Approve or Deny the petition filed by W. H. Capital, LLC c/o Waffle House, Inc., owner and represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, to vary from Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¼"), for a variance of four foot eleven and one-quarter inches (4'11 ¼"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4); Hattiesburg Planning Commission recommended to DENY on April 4, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 963 Broadway Drive (Minutes and Packet)

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012					
	Notes: <i>Removed.</i>						
1	City Council	05/15/2012	Approve				Pass

Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Carroll to Approve the petition filed by W. H. Capital, LLC c/o Waffle House, Inc., owner and represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, to vary from Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty feet, eleven and one-quarter inches (20'11 ¼"), for a variance of four feet eleven and one-quarter inches (4'11 ¼"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4); Hattiesburg Planning Commission recommended to DENY on April 4, 2012.

Council member Carroll stated that, strictly with regards to signage, the Planning Commission was correct in its denial, but said the Waffle House will be located in an area that needs business; he said also that because there are other nonconforming signs close by, the sign is a little bit too long but its square footage falls within size requirements, and it is a corporate sign, approving it would not distract from the rest of the area and would be worth it because of the additional business in the area.

Council Vice President Ware said his motion was based on the sentiments expressed by Council member Carroll.

Council member Carroll added that he is not overriding the Planning Commission, but that the Council looks at additional objectives [beyond those of the Planning Commission].

Council President Bradley said he went to see both sizes of the proposed sign and that he believes the large sign will be necessary for visibility and to reach the traffic moving through that area.

Attorney Lawrence stated his understanding that a major factor in the Council's decision is that the sign is within the overall square footage allowed. Council Vice President Ware agreed, and added that [the sign] meets all other requirements. Council member Carroll stated that location is another factor. He said that he would feel differently if the Waffle House were located on Broadway Drive instead of at the cloverleaf.

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

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

Nays: 0

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

FEL-No Vote: 0

Text of Legislative File 2012-0714

Title

Approve or Deny the petition filed by W. H. Capital, LLC c/o Waffle House, Inc., owner and represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, to vary from Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¼"), for a variance of four foot eleven and one-quarter inches (4'11 ¼"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4); Hattiesburg Planning Commission recommended to DENY on April 4, 2012.

Summary

963 Broadway Drive- Variance

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES
OF THE
REGULAR MEETING
OF THE

HATTIESBURG PLANNING COMMISSION

April 4, 2012

The Hattiesburg Planning Commission did meet in a regular session on April 4, 2012 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present:

Robin Roberts
Don McCleskey
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Annie Pope
Jessie Wilson

Commissioners Absent:

Marjorie Chambers
Judy Corts

Also Present:

Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Chiquila Thompson, Planner-Apprentice
Craig Dearman, Engineering Technician

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

Invocation:

Silent Prayer in remembrance of Martin Luther King, Jr. who was assassinated on April 4, 1968

AGENDA REVIEW

There came the matter of the Agenda for the April 4, 2012 meeting. The agenda was approved.

Motion made by:

Linda McMurtrey

Motion seconded by:

Joseph White

Commissioners voting aye:

Robin Roberts
Don McCleskey
Joseph White
Linda McMurtrey
Annie Pope
Jessie Wilson

Commissioners voting nay:

None

Commissioners abstaining:

None

MINUTES REVIEW

There came the matter of the March 7, 2012 minutes. A motion was made to approve the

Joseph White
Linda McMurtry

Commissioners voting nay: None

Commissioners abstaining: None

Commissioner Pope left the meeting during the discussion portion of this item.

A motion was made to vote on Item C1 and C2.

Motion made by: Robin Roberts

Motion seconded by: Jessie Wilson

Commissioners voting aye: Joseph White

Commissioners voting nay: Robin Roberts
Don McClesky
Jessie Wilson
Linda McMurtry

Commissioners abstaining: None

Comments Written on Ballots:

- 1. Commissioner McMurtry stated on her ballot: Does not meet ANY criteria

The Hattiesburg Planning Commission voted to **DENY** Items C1 and C for the following reasons:

- 1. Special conditions and circumstance do not exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district.
- 2. Literal interpretation of the provisions of the Code would not deprive the applicant of rights commonly enjoyed by other properties in the same district.
- 3. Special conditions and circumstances do result from the actions of the applicant.
- 4. Granting the variance requested would confer on the applicant special privileges that are denied by the Code to other lands, structures or building in the same district.

There came the matter of Item B, the petition filed by W. H. Capital, LLC c/o Waffle House, Inc., owner and represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, to vary from Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¼"), for a variance of four foot eleven and one-quarter inches (4'11 ¼"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4).

Name	Address	City/State
<u>Presented by:</u>	Mark Tramontana 3200 HWY 45 North	Meridian, MS

Proponents: None

Opponents: None

Chairman Conville declared the Public Hearing closed at 3:20 p.m. and the Business Meeting open to vote on the request.

A motion was made to vote on Item B.

Motion made by: Jessie Wilson

Motion seconded by: Don McClesky

Commissioners voting aye: Jessie Wilson

Commissioners voting nay: Robin Roberts
 Don McClesky
 Joseph White
 Linda McMurtrey

Commissioners abstaining: None

Comments Written on Ballots:

1. Commissioner McMurtrey stated on her ballot: Doesn't meet variance criteria; applicant discussed landscaping but did not specify anything that would meet any of the 4 criteria.
2. Commissioner White stated on his ballot: No Criteria Met.

The Hattiesburg Planning Commission voted to **DENY** Item B for the following reasons:

1. Special conditions and circumstances do not exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or building in the same district.
2. Literal interpretation of the provisions of the Code would not deprive the applicant of rights commonly enjoyed by other properties in the same district.
3. Special conditions and circumstances do result from the actions of the applicant.
4. Granting the variance requested would confer on the applicant special privileges that are denied by the Code to other lands, structures or building in the same district.

Other Business: None

There being no further business, the meeting was adjourned at 3:19 p.m.

 Richard Conville, Chairman

 Chiquila Thompson, Planner-Apprentice
 /Recording Secretary

STAFF SUMMARY/MAP

PLANNING COMMISSION

April 4, 2012

ITEM B

PROPERTY ADDRESS:
963 Broadway Drive

Parcel 23-924-6-1
PPIN 043719
Ward 4

PETITIONER:
Waffle House, Inc.
c/o Mark Tramontana
5986 Financial Dr., Norcross, GA 30091

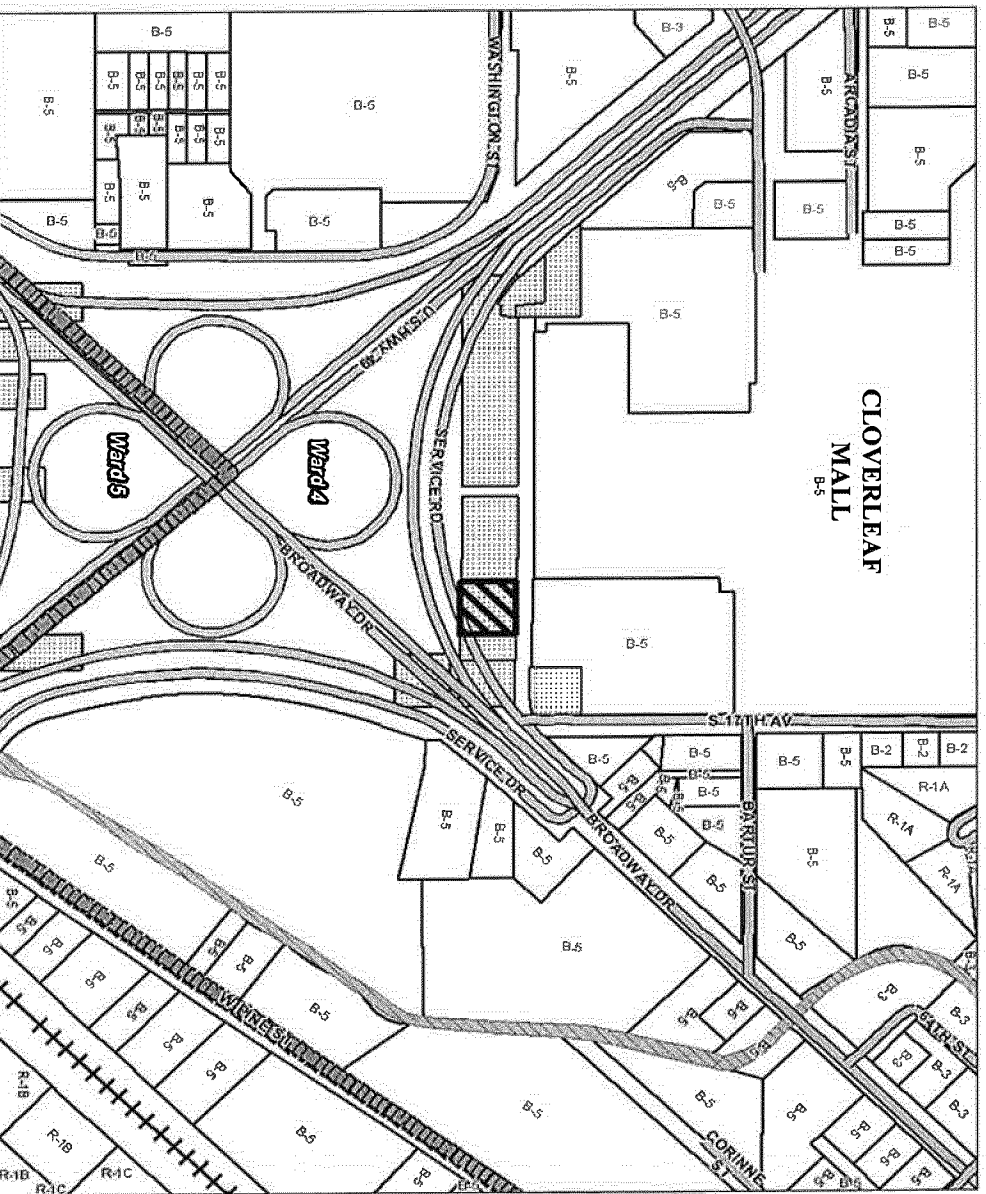
REQUEST:
On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¾"), for a variance of four foot eleven and one-quarter inches (4'11 ¼").

PREVIOUS PLANNING COMMISSION OR BOA ACTION ON SURROUNDING PROPERTY:
None

SPECIAL DISTRICTS:
Flood District: X (Non Hazard Area)
Historic District: N/A
Other: N/A

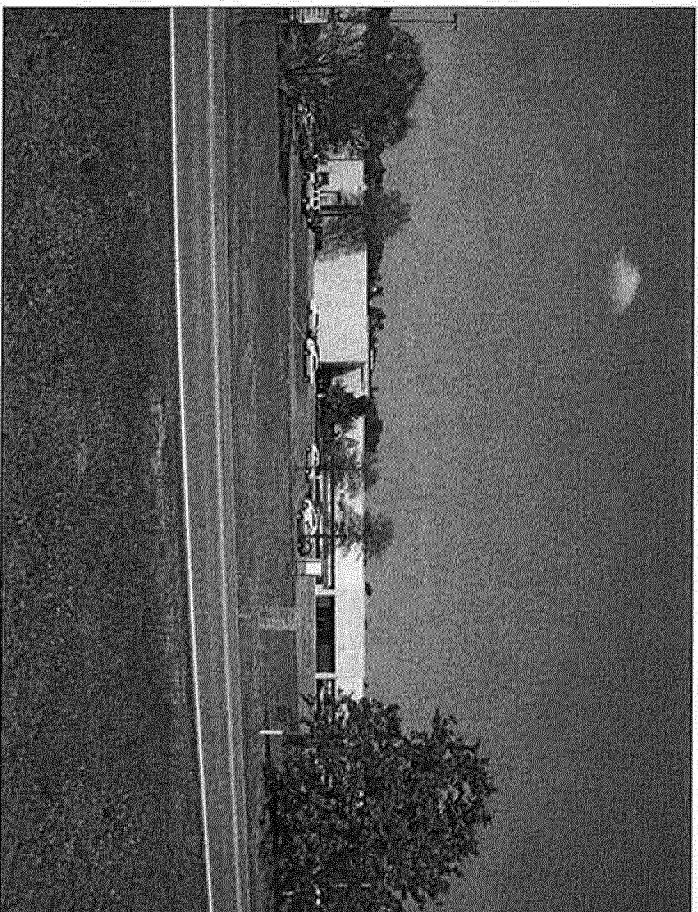
SITE PLAN REVIEW COMMITTEE ACTION:
Project No. 8-11-233 for construction of a building and parking lot was reviewed on 9/3/11. Resubmittal required after Council approval to receive final SPR approval.

PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A

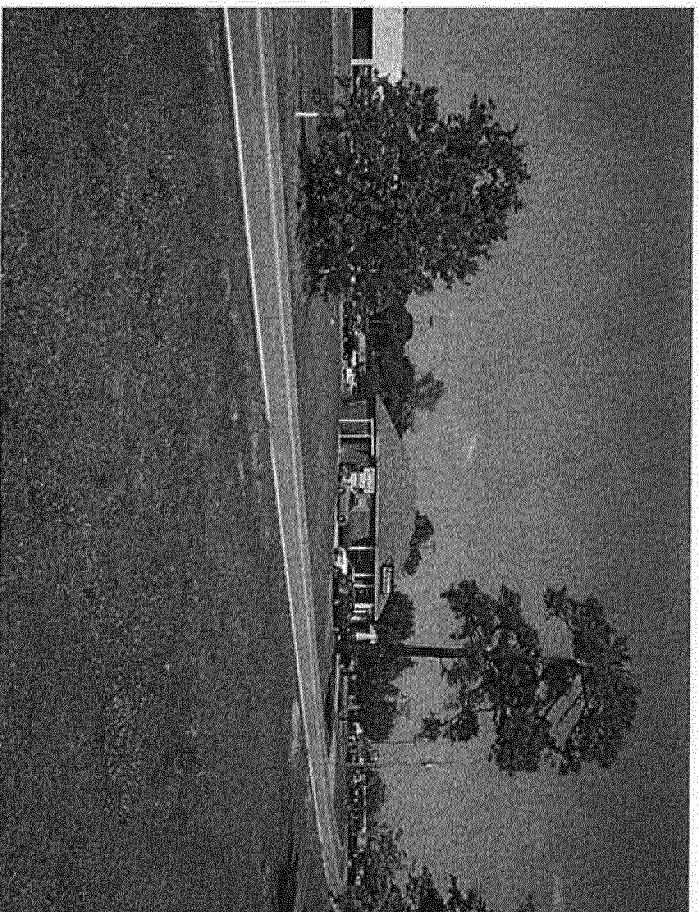


STAFF SUMMARY

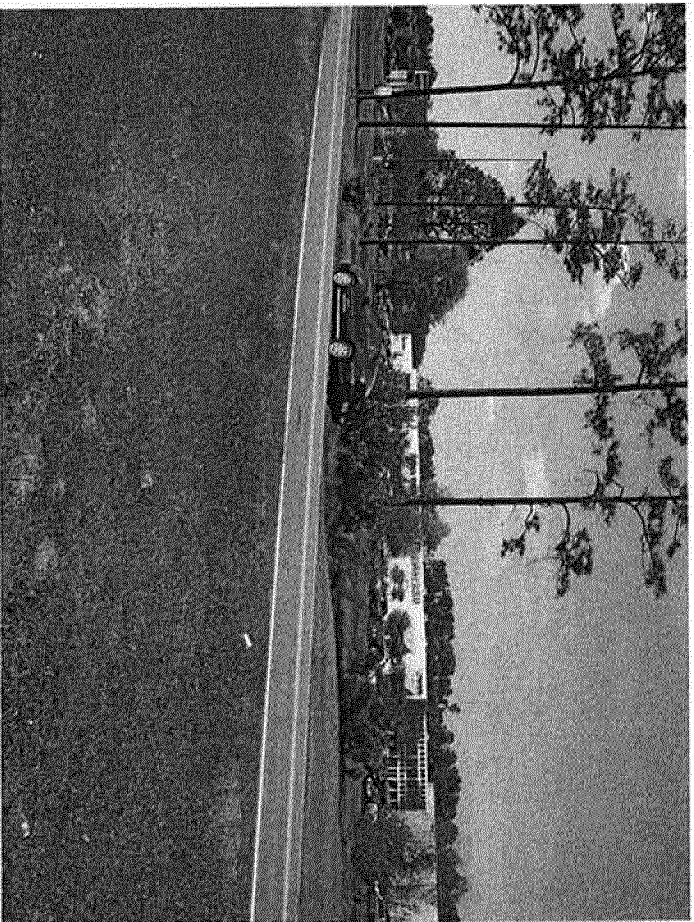
PLANNING COMMISSION April 4, 2012 ITEM B	
PROPERTY ADDRESS: 963 Broadway Drive ZONING: B-5 (Regional Business) District	PHYSICAL SITE CHARACTERISTICS: This lot is unimproved with an area of approximately 22,597 square feet.
REQUESTED ACTION: ⇒ To vary from the maximum width of 16' for a free standing sign and allow a width of 20' 11 1/4".	STREETS AND TRAFFIC: The subject property is located on the south side of Cloverleaf Mall along the Service Road at the intersection of Highway 49 and Broadway Drive.
APPLICABLE LAND DEVELOPMENT CODE REGULATIONS: -Article 5, Section 95.10 (2D)	PUBLIC UTILITIES: Water: City Sewer: City Electricity: Mississippi Power
ADJACENT ZONING AND LAND USES: <u>NORTH:</u> B-5 (Regional Business) District; and is undeveloped <u>SOUTH:</u> B-5 (Regional Business) District; Penske Leasing <u>EAST:</u> B-5 (Regional Business) District; currently vacant across Highway 49 <u>WEST:</u> B-5 (Regional Business) District; currently vacant	PARKING AND ACCESS: The main access to the property is from the Service Road.
FUTURE LAND USE MAP DESIGNATION: The Future Land Use Map depicts this area as a Regional Business Corridor and this District is primarily a non-residential district located along major arterial streets and highways.	CHARACTER OF THE NEIGHBORHOOD: The closest neighborhood, Audobon-Westwood, is found to the north of the Cloverleaf Mall. The subject property is within a regional business district.
	CRITERIA FOR GRANTING A VARIANCE: A. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district; B. Literal interpretation of the provisions of the Code would deprive the applicant of rights commonly enjoyed by other properties in the same district; C. Special conditions and circumstances do not result from the actions of the applicant; D. Granting the variance requested will not confer on the applicant any special privilege that is denied by the Code to other lands, structures or buildings in the same district.



Front of the Property (East)



South of the Property



North of the Property



West of the Property

8

PLEASE TYPE OR PRINT APPLICATION

Date

LAND DEVELOPMENT CODE
HATTIESBURG PLANNING COMMISSION
PUBLIC HEARING APPLICATION FOR VARIANCE

CITY OF HATTIESBURG
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
Lisa Reid, Planning Manager, Department of Urban Development
(601) 554-1031, FAX (601) 545-1962

VARIANCE HEARING TYPE REQUESTED:

Check One: Setback _____ Parking _____ Lot/Width/Coverage Area
Sign NA

Buffer _____ Flood Zone _____ Open Space _____ Other _____

Land Development Code Article No. 5 Section 95.10 (a,b)

Article No. _____ Section _____ ; Article No. _____ Section _____

ADDRESS OF PROPERTY FOR VARIANCE:

765

BROADWAY DR.

Municipal Street Number

Street Name

MAR 21 2012

FILED

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

APPLICANT:

NAME: WAFEE HOUSE, INC.

MAILING ADDRESS: 5986 FINANCIAL DR. NORCROSS GA 30071

TELEPHONE: (W) (770) 723-5196 (H) _____ (C) (404) 307-5825

REPRESENTED BY:

NAME: Mark Tinsandera Senior Account Executive

MAILING ADDRESS: 3300 Highway 45, North, Meridian, MS 39301

TELEPHONE: (W) 601 482-7471 (H) 601 553-1514 (C) 601-479-6966
x 2214

CURRENT OWNER(S) OF PROPERTY:

NAME: WH CAPITAL LLC c/o WAFEE HOUSE, INC

MAILING ADDRESS: 5986 FINANCIAL DR NORCROSS GA 30071

TELEPHONE: (W) (770) 7722-5774 (H) _____ (C) (404) 307-5825

1. This property is located on the North side
(North/South/East/West)
of Seaside Rd & Greenwood Drive and lies between
(Commonly known as)
Barber and King
(Street Name) (Street Name)

Existing Zoning: B-5
City Tax Parcel Number: 23-924-6-1
PPIN Number: 33415
Lot Frontage: 161.77 Feet
Lot Depth: 170.42 Feet
Square Footage / Acres: 22,597
Existing Structure or Unimproved? VACANT
Number of existing buildings? VACANT
Use of buildings: Residential Commercial ☒ Industrial
Physical Characteristics: VACANT
Land Use History: VACANT

2. Explain variance(s) requested: WE ARE REQUESTING A VARIANCE TO INSTALL
A WHEELHOUSE FREE STANDING SIGN WITH 20'-11 1/4" OF
LENGTH - CODE LIMITS LENGTH TO 16'

3. Are there any Land Use Code violations on file on this property with the City?
If yes, please explain: NO

4. List reasons why you feel that the property could not be reasonably used without the
requested variance: OUR SMALLEST SIGN UNDER 16' LENGTH IS 14' 9 1/4"
AND IT IS NOT LEGIBLE FROM HWY 43.

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

5. All of the following conditions must be met before a variance can be recommended. Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

WAFFLE HOUSE IS A NATURAL RESTAURANT CHAIN WITH OVER 1600

LOCATIONS USING STANDARD SIZE SIGNS TO INSURE QUALITY AND CONSISTENCY.

CODE ALLOWS A 161# SIGN FOR THIS SITE. WAFFLE HOUSE PROPOSES TO INSTALL

A 150# SIGN BUT THIS SIGN MEASURES 20'-11 1/4" IN LENGTH. THE NEXT

SMALLEST SIGN MEASURES 14'-3 7/8" OR 75# AND THIS SIGN IS NOT LEGIBLE

TO Hwy 42 TRAFFIC.

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

CODE ALLOWS FOR A 161 SQUARE FOOT SIGN ON THIS PROPERTY.

WAFFLE HOUSE IS ONLY ASKING FOR THE RIGHT TO USE 150 SQUARE FEET

DUE TO THE UNIQUENESS OF THE SHAPE OF THE NAME "WAFFLE HOUSE"

WE ARE PRECLUDED FROM EXACTLY UTILIZING THE AMOUNT OF

SIGN SPACE ALLOWED BY CODE

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

WAFFLE HOUSE HAS TAKEN NO ACTION TO CAUSE THIS

CIRCUMSTANCE OR CONDITION

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

WAFFLE HOUSE IS REQUESTING A SMALLER SIGN

THAN WHAT IS ALLOWED BY CODE - WE ARE ONLY

ASKING FOR RELIEF IN THE LENGTH OF THE SIGN.

WITNESS THE SIGNATURES of the OWNER (S) of the subject property located at
963 BROADWAY DE, on this, the 23rd day of, FEB.
A.D., 2012.

In the matter of the variance request, and property owner further authorizes the following named
person to represent property owner at the public hearing on this petition
KENNETH L WILLIAMS

on this the 21 day of February, 20 12.



Property Owner pursuant to
Written Consent of the Sole Director of
WH Capital, L.L.C. dated September 2,
2009
Property Owner

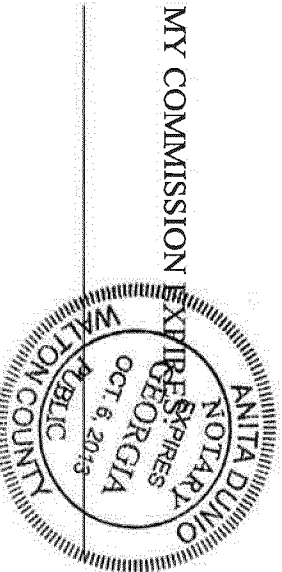
STATE OF Georgia
COUNTY OF Gwinnett

Personally came and appeared before me, the within named KENNETH L.
WILLIAMS, who signed and delivered the

above and forgoing instrument as and for their free act and deed, on the day and year therein
mentioned, and who acknowledged to me that they are the owner(s) of the subject property
described in this request for Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this, the
21 day of February, A.D., 2012.


(Notary Public)



MY COMMISSION

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

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

963 Broadway Drive Hattiesburg MS 39401
Street Address City State

on this the 28 day of February, 2012.

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

on this the 28 day of February, 2012.

Property Owner

Authorized Signatory pursuant to
Written Consent of the Sole Director of
Proctor Capital/L.L.C. dated September 2,
2010

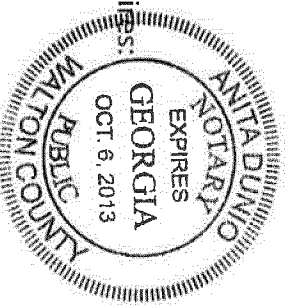
STATE OF Georgia

COUNTY OF Baldwin

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 28 day of February, 2012.

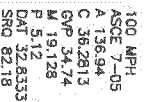
My Commission Expires:



NOTARY PUBLIC

Anita Dunio

REV	DATE	DESCRIPTION	BY
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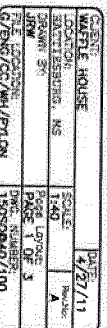
FOUNDATION SPECIFICATIONS:
SPREAD FOOTING: OPTIONAL
7'-6" x 15'-0" x 3'-6" DE SPREAD
FOUNDATION, TO HAVE A TOTAL OF
14.58 CUBIC YARDS OF CONCRETE.
8 ROWS OF #5 REBAR ON 10"

[illegible]

1. DO NOT CHANGE ANY ALTIMETERS CONCERNING THE DESIGN TO BELT, SHOCK, AND DROPPING DEPTH. (Also) THE PRE-USE OF ANY CHAIRS, HOOKS ON ADDITIONS TO ANY FABRICATED PART OF THE STRUCTURE IS PROHIBITED W/O APPROVAL.
2. THE ROSE SECTION SHALL BE "TALLER" SPACING COMPARED V. DESIGNER PROPOSING.
3. EACH PRE-STATE SECTION IS TO BE "TALLER" AND COMPLETED BY THE DESIGNER BEFORE PROCEEDING.
4. ALL BELTING SHALL CONFORM TO RECOMMENDATIONS AS FURNISHED BY THE DESIGNER BEFORE PROCEED.
5. BELTING SHALL BE CARRIED IN A FLAT, VERTICAL, AND COMBINED MANNER.
6. S/LT BELTING SHALL BE COMPLETED AS THOSE S/LT. TALLER MUST BE PLACED IN THE REAR SECTOR OF THE S/LT.
7. (PANEL OF FLUID) AND AFTER BEING REMOVED THE S/LT SHALL BE PLACED IN THE REAR SECTOR OF THE REAR SECTOR.



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ALSO FINE.

WAFFLE HOUSE

RESULTS

HATTIESBURG, MS

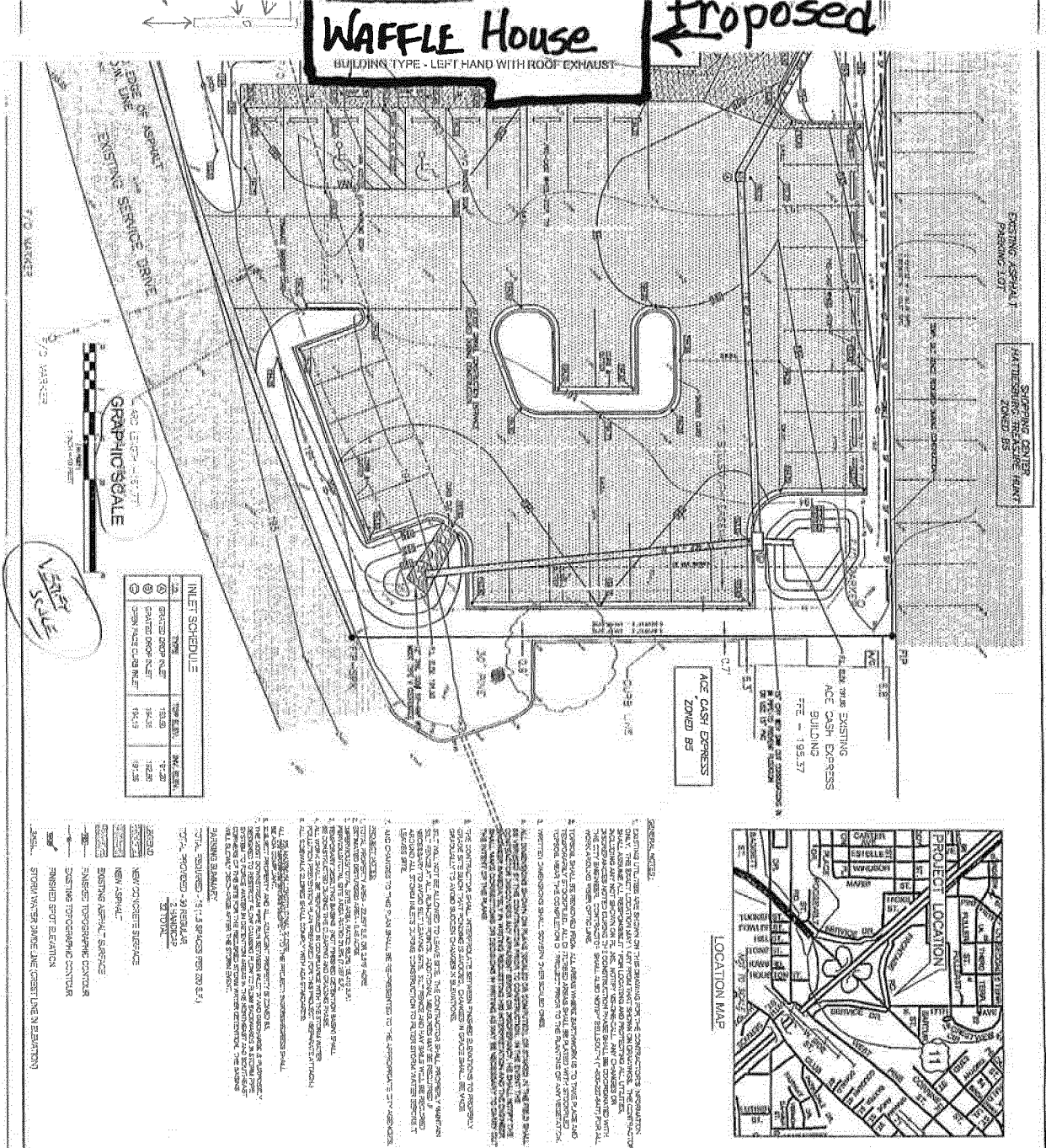
ÜSTÜN İKİNCİ KAT:

SITE GRADING AND DRAINAGE PLAN



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15



PUBLIC HEARING

NOTICE is hereby given that a petition filed by W. H. Capital, LLC c/o Waffle House, Inc., owner and represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, with the Mayor and Council of the City of Hattiesburg, Mississippi, to vary from the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¾"), for a variance of four foot eleven and one-quarter inches (4'11 ¾"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PIN 33415, Ward 4), said property being more particularly described as follows, to-wit:

A part of Block 6 of the West End Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, also being described as part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 4 North, Range 13 West, County of Forrest, State of Mississippi and being more particularly described as follows: Commencing at a found ¾-inch iron pipe at the southeast corner of Block 1 of the West End Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, thence run South 00 degrees 23 minutes 22 seconds East, for 1,271.45 feet; thence run South 44 degrees 05 minutes 20 seconds West for 56.96 feet; thence run South 89 degrees 41 minutes 32 seconds West for 208.27 feet to the POINT OF BEGINNING; thence continue South 89 degrees 38 minutes 00 seconds West for 153.37 feet; thence run South 00 degrees 19 minutes 03 seconds East for 170.42 feet to a point in the north right-of-way line of Highway 49 Service Drive; thence run northeasterly along said north right-of-way line along a curve to the left for 161.77 feet, said curve having a radius of 980.00 feet, a delta angle of 09 degrees 27 minutes 28 seconds and a chord bearing of North 71 degrees 18 minutes 25 seconds East and a chord distance of 161.60 feet; thence run North 00 degrees 18 minutes 47 seconds West for 119.61 feet to the Point of Beginning. Said parcel comprises 0.52 acres more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, April 4, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

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

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

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



City of Hattiesburg, MS

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

Master

File Number: 2012-0791

File ID: 2012-0791

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: 531 Helveston Road – Zoning Change

Final Action: 05/15/2012

Minute Book Number: MB2012-1/148-149

Title:

Approve or Deny the petition filed by Helveston Road Church of Christ, owner, represented by Calvin McDaniel, Partner, Quick Dollar & Treats, LLC, to change the zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District; Hattiesburg Planning Commission recommended to APPROVE on May 2, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 531 Helveston Road (Minutes and Packet)

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Chiquila Thompson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve the petition filed by Helveston Road Church of Christ, owner, represented by Calvin McDaniel, Partner, Quick Dollar & Treats, LLC, to change the zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District; Hattiesburg Planning Commission recommended to APPROVE on May 2, 2012.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2012-0791

Title

Approve or Deny the petition filed by Helveston Road Church of Christ, owner, represented by Calvin McDaniel, Partner, Quick Dollar & Treats, LLC, to change the zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District; Hattiesburg Planning Commission recommended to APPROVE on May 2, 2012.

Summary

531 Helveston Road - Zoning Change

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION
MAY 2, 2012**

The Hattiesburg Planning Commission did meet in a regular session on May 2, 2012 at 1:05 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

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

Commissioners Absent: Judy Corts
Jessie Wilson
Annie Pope

Also Present: Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Administrator
Donovan Scruggs, Planning Manager
Chiquila Thompson, Planner-Apprentice
Craig Dearman, Engineering Technician

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

Invocation: Joe White

AGENDA REVIEW

There came the matter of the Agenda for the May 2, 2012 meeting. The agenda was approved.

Motion made by: Don McCleskey

Motion seconded by: Joe White

Commissioners voting aye: Marjorie Chambers
Linda McMurtrey
Robin Roberts
Don McCleskey
Joe White

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

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

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

There came the matter of Item A, take from the table the matter of the petition filed by Helveston Road Church of Christ, owner, represented by Calvin McDaniel, Partner, Quick Dollar & Treats, LLC, to change the zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Calvin McDaniel	207 Florence Street	Hattiesburg, MS 39401
<u>Proponents:</u>	Jimmie Harrell	308 Helveston Road	Hattiesburg, MS 39401
	Carl Nicholson	1100 S. 34 th Avenue	Hattiesburg, MS 39401
	Paul Warren	331 Helveston Road	Hattiesburg, MS 39401
	Rebuttal	207 Florence Street	Hattiesburg, MS 39401

Opponents: None

Chairman Conville declared the Public Hearing closed at 2:20 p.m. and the Business Meeting open to vote on the request.

Motion made by: Robin Roberts

Motion seconded by: Don McCleskey

Commissioners voting aye: Linda McMurtrey
Marjorie Chambers
Joe White
Don McCleskey

Commissioners voting nay: Robin Roberts

Commissioners abstaining: None

Comments Written on Ballots:

NONE

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

1. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
2. There is a mistake in the original zoning.

There came the matter of Item B, the petition filed and represented by the City of Hattiesburg, to designate the zoning classification of a certain annexed property located on J Ed Turner Road (PPIN 008540, 032824 through 032923, Ward 1), to R-1A (Single-Family Residential District).

	Name	Address	City/State
<u>Presented by:</u>	Pattie Brantley	200 Forrest Street	Hattiesburg, MS 39401
<u>Proponents:</u>	None		

PLANNING COMMISSION

May 2, 2012

ITEM A

PROPERTY ADDRESS:

531 Helveston Road

Parcel: 32-1039-180

PPIN: 037735

Ward: 5

PETITIONER:

Calvin McDaniel, Partner, Quick Dollar & Treats, LLC, 207 Florence St. Hattiesburg, MS 39401

PROPERTY OWNER:

Helveston Rd. Church of Christ, 531 Helveston Rd., Hattiesburg, MS 39401

REQUEST: Zoning Change from R-3
(Multifamily Residential) to B-2
(Neighborhood Business)

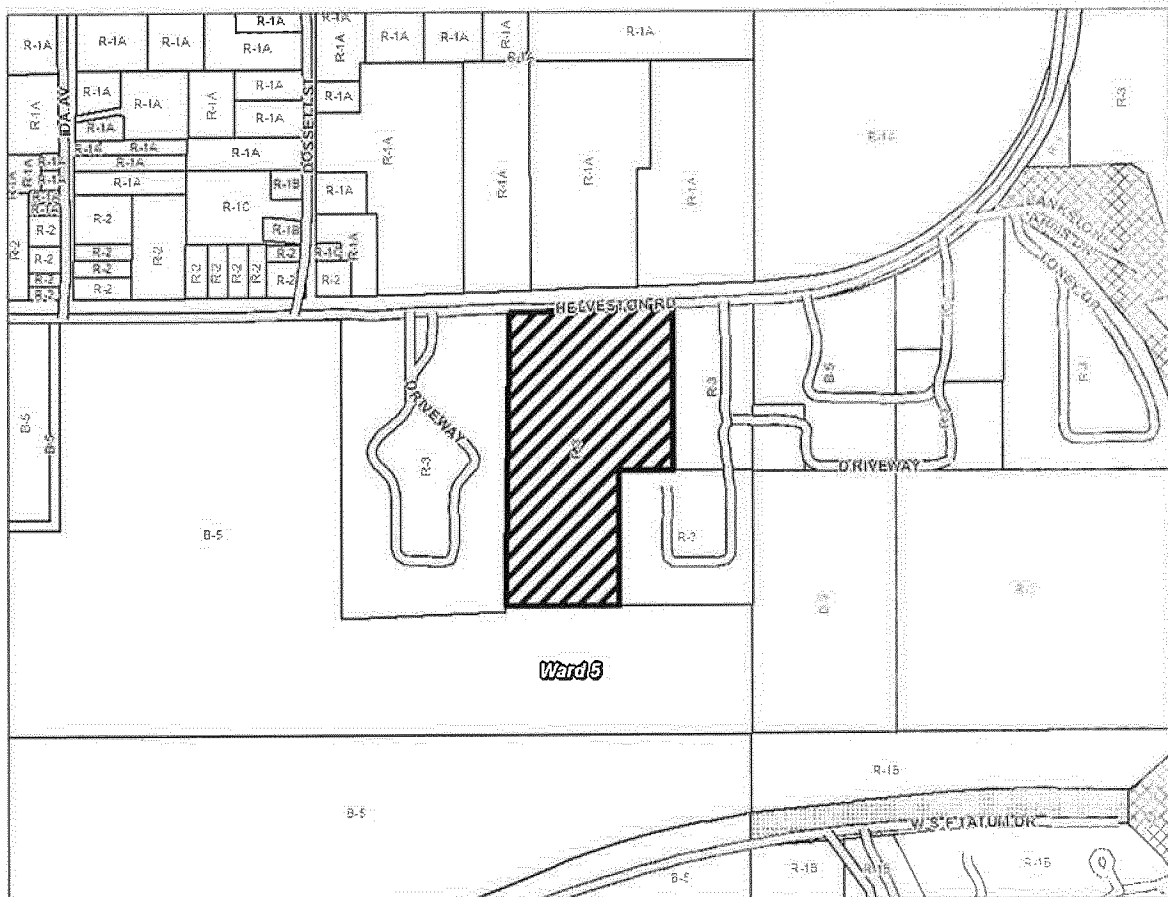
PREVIOUS PLANNING COMMISSION or BOA**ACTION ON SURROUNDING PROPERTY:** None**SPECIAL DISTRICTS:**Flood District: X (Non Special Flood Hazard Area)
& A (100 Yr. Without Elevations)

Historic District: N/A

Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:A conceptual site plan was reviewed on 3/23/12.
Will require a detailed site plan for the commercial structure and parking lot layout, after a zoning change is approved.

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



PLANNING COMMISSION

May 2, 2012

ITEM A

PROPERTY ADDRESS:

531 Helveston Road

REQUESTED ACTION:

⇒ To change zoning from R-3 (Multifamily Residential) to B-2 (Neighborhood Business)

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

-Article 4, Section 56 and Section 59

ADJACENT ZONING AND LAND USES:

NORTH: R-1A (Single Family) District; and is an old cemetery

SOUTH: B-5 (Regional Business) District; Wooded

EAST: R-3 (Multifamily Res.) District; Apartments

WEST: R-3 (Multifamily Res.) District; Apartments

FUTURE LAND USE MAP DESIGNATION:

See Comprehensive Plan—pages 95-97

The subject property is located in the proposed Neighborhood Conservation District 1 – Downtown/ Historic Neighborhoods. *This Neighborhood Conservation District is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.*

The property across the street to the north of the subject property is located in the proposed Neighborhood Conservation District 1 –Downtown/ Historic Neighborhoods. *This Neighborhood Conservation District is primarily a residential district located adjacent to Downtown Hattiesburg an in older, established neighborhoods east of U.S. Highway 49. In this district, predominantly-residential land uses may be found that exhibit certain types of development patterns.*

According to the Future Land Use Map, Helveston Road is the proposed dividing line for Neighborhood Conservation Districts 1 and 2. The intent of the Comprehensive Plan is to guide land use decisions, so when two future land use districts meet, the common boundary should be considered as a fringe area where the characteristics of both districts can be applied to decision making.

PHYSICAL SITE CHARACTERISTICS:

The property contains 8.35 acres of sparsely wooded, mostly undeveloped land. There is one structure used as a church with a parking lot and driveway intersecting with Helveston Rd. The improvements are located in the center of the property (approximately 300 ft. from the road).

STREETS AND TRAFFIC:

The subject property is located on the south side of Helveston Road between Dossett Ave. and Bankston-Arms Drive.

PUBLIC UTILITIES:

Water: City

Sewer: City

Electricity: Mississippi Power

PARKING AND ACCESS:

The only access to this property is from Helveston Road

CHARACTER OF THE NEIGHBORHOOD:

The property is adjacent to very high density multi-family residential properties with an undeveloped, wooded parcel to the south. The neighborhood to the northwest is low to moderate density single family residential. The Tatum Softball Complex along Helveston Road is to the Northeast of the subject property.

CRITERIA FOR AMENDMENTS:

- A. There is a mistake in the original zoning;
- B. There is a material change in the circumstances since the enactment of the ordinance; and there is a public need for the change in question, based on the Comprehensive Plan and the Comprehensive Planning Process.



Front of the Property (North)



West of the Property



East of the Property



South of the Property



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

April 17, 2012

Calvin McDaniel
207 Florence Street
Hattiesburg, MS 39401

RE: Zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District.

Dear Mr. McDaniel:

Attached is a copy of the Public Notice and other information pertaining to your Public Hearing before the Hattiesburg Planning Commission. You or your representative must attend the hearing on May 2, 2012 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

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

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

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

Please call the Department of Urban Development at 545-4599 if you

Sincerely,

Chiquita Thompson
Chiquita Thompson
Planner I

Enclosure

cc: Helveston Road Church of Christ, 531 Helveston Road, Hattiesburg

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Post	
Sent To	Calvin McDaniel
Street, Apt. or PO Box	207 Florence Street
City, State	Hattiesburg, MS 39401

Postmark Here

City of Hattiesburg PO Box 1898 Hattiesburg

Site Plan Pre- Application / Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

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

Site Plan Pre-Application Date: 2/27/12 Click here to enter a date

Planner: Lisa Reid

Today's Date: Click here to enter a date.

Project Name: Quick Dollar + Treats, LLC

Proposed Use(s): Retail Food + Merchandise Outlet

Project Street Address: 531 Helveston Road,

PPIN Number(s) (If unknown, can be found on tax receipt): 037735

Parcel Number(s): 32-1039-180

Flood Zone(s): A (100 yr)

Historic District(s): N/A

Zoning District(s): R-3

Proposed Cost of the Project: \$ undetermined

FILED

MAR 21 2012

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

Project Representative Information

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

Architect ☐ Engineer ☐ Other (Specify):

Name: Calvin McDaniel (Partner) Company Name: Quick Dollar + Treats, LLC

Phone: 810-348-1430

Fax: 601-336-5262

Email: gimmcdaniel@yahoo.com

Mailing Address: 02 601-336-0037

207 Florence St. H'burg MS 39401

Name: Helveston Road Church of Christ

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

Phone: 601-602-4893

Fax: SAME AS phone

Email: helvestonroadcoc@gmail.com

Mailing Address:

531 Helveston Rd

Name:

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

Phone:

Fax:

Email:

Mailing Address:

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

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

Property to the NORTH: Current Zoning Classification R-1A

Current use (Example: school, church, store): vacant / old cemetery

☐ Residential ☐ Commercial ☐ Industrial ☒ Vacant

Property to the SOUTH: Current Zoning Classification B-5

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

☐ Residential ☐ Commercial ☐ Industrial ☒ Vacant

Property to the EAST: Current Zoning Classification R-3

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

☒ Residential ☐ Commercial ☐ Industrial ☐ Vacant

Property to the WEST: Current Zoning Classification R-3

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

☒ Residential ☐ Commercial ☐ Industrial ☐ Vacant

Staff Information – do not complete:

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

NORTH

none

SOUTH

none

EAST

20'

WEST

20'

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

Lot Frontage:

Linear Feet

Lot Depth:

Linear Feet

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

Total Project Area:

Disturbed area:

Existing Structure or Unimproved? partially improved

Number of existing buildings? one

Use of buildings:

☐ Apartments

☒ Church / School

☐ Commercial

☐ Industrial

☐ Residential

Physical Characteristics:

Land Use History: vacant prior to church - began construction 2006

This property is located on the

South

side

(North/South/East/West)

of

Helveston Road

and lies between

(Street Name)

Bankston Arms

(Street Name)

and

Dossett Street

(Street Name)

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

If yes, please explain: N/A

PUBLIC HEARING APPLICATION **P O BOX 1898 (200 Forrest Street/39401)**

HATTIESBURG, MS 39403-1898

Department of Urban Development

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

PUBLIC HEARING TYPE REQUESTED:

Application for (check all appropriate types):

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

FOR VARIANCE ONLY:

Check all appropriate variance types:

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

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

Staff
Information –
do not complete

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

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

Land Development Code Article No. _____

Section _____

Staff
Information

FOR RE-ZONING ONLY:

Existing Zoning:

R-3

Proposed Zoning:

B-2

Rezoning Information (1 page)

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

- (A) There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- B. There is a mistake in the original zoning.
- C. Annexation

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

(Please note "Application" Narrative Attachment Sheet)

In addition, note the following ideas (future), as have been discussed for future development(s)

- Multi-Purpose facility; housing a
 1. Potential Day Care for children and/or Seniors
 2. Potential school for biblical studies, accredited
 3. Potential meeting and/or community center for various types (group) of social functions
- Stand alone "Independent" living center for Seniors (Residential)

The church desires to develop "full" and complete the 8.35 acres for community enhancements and services, which will address given market demands for the desired location.

Pre-Application Form
City of Hattiesburg Planning Department
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4599
Fax: 601-545-1962

A pre-application submittal must contain a completed Pre-Application form and a concept plan drawn to scale. Return the form to the Planning Department by Thursday 12 noon. A member of the planning staff will contact applicants to confirm the pre-application meeting date and time. For further information, please contact: Lisa Reid, Planning Manager, 601-545-4599 or email: lreid@hattiesburgms.com.

Today's Date: JANUARY 31, 2012
Project Name: QUICK DOLLAR & TREATS, LLC
Proposed Use: RETAIL FOOD and MECHANISE OUTLET
Project Street Address: 531 HELVESTON ROAD, HATTIESBURG, MS 39401
PPIN Number: _____ Parcel Number: _____
Flood Zone: YES Historic District: _____
Zoning District(s): R-3
Proposed Cost of the Project: UNDETERMINED

Project Representative Information

Project Representative and Title: CALVIN MCDANIEL, PARTNER
Company Name: QUICK DOLLAR & TREATS, LLC
Phone: 810-348-1430 or 601-583-0337 601-336-5262
Email: gimmcdaniel@yahoo.com
Mailing Address: 207 FLORENCE STREET, HATTIESBURG, MS 39401

Property Owner Name: HELVESTON ROAD CHURCH OF CHRIST
Phone: 601-602-4893 Fax: SAME AS PHONE
Email: helvestonroadcoc@gmail.com
Mailing Address: 531 HELVESTON ROAD, HATTIESBURG, MS 39401

Revised
copy

APPLICATION ATTACHMENT

February 27, 2012

Quick Dollar & Treats, LLC

Quick Dollar & Treats (QDT) is a retail concept proposed to address a service need for a potential customer base residing within its immediate proximity. QDT proposed location would rest upon current frontage property owned by the Helveston Road church of Christ; having a street address of 531 Helveston Road, Hattiesburg, MS 39401. The proposed location is approximately 1/4 mile west of William Carey University, and 1/2 mile east of the Highway 49 and Helveston Road intersection.

Need

There is a substantial population of youth (pre K through 12) residing within the immediate proximity of the proposed QDT location. Currently, there is no immediate retail outlet located within a 'reasonable' service area of this special population; which therefore creates an accessibility void for them, based on product types that are perceived 'common' to their daily consumption. Area retail outlets currently servicing this population are not considered to be convenient, nor safe for their frequent stops. Texaco, a fuel station and retail store located at the intersection of Highway 49 and Helveston Road; 1/4 to 1/2 mile west of the "proposed" QDT, is often time the retail center of choice for youth, who navigate on foot a "singled" road side public sidewalk, which ends at the Salvation Army property; which is approximately 1/8 mile east from the Texaco Food Mart. Because of the sidewalk's end, it encourages the children to oft times navigate onto Helveston Road, or alongside either side of it to reach the Texaco destination. This creates a 'very' dangerous set of options for automobile traffic and those, who travel by foot alongside the thoroughfare. To the east of QDT proposed location there currently are no retail outlets within one (1) mile to service the aforementioned customer base.

Facility

QDT proposed building structure will be a single floor facility with two (2) front serving window counter areas. The 700 square foot metal framed building will be equipped with one (1) uni-sex restroom, washing station(s) on each side for staff and product preparation equipment, baking and refrigeration equipment, and front and rear entrance / exit doors. In addition, QDT building plan design includes a "walking ramp" to each side of a wooden deck to be constructed according to city building codes that will enhance incoming / outgoing customer traffic flow. The company will meet city code requirements as instructed, as they pertain to parking, lighting, drainage, signage, etc. All

A7

necessary drawings, prints, property details and dimensions will be provided, per city planning division instructions.

Target Population(s)

- A. Primary; Youth ages 5 – 17 years
- B. Secondary; Young Adults ages 18 – 24; including William Carey University students
- C. Intermediary; Adults of all ages; in addition to William Carey University, Salvation Army, and additional area business and residential populations

Educational Component(s)

- A. Pre K to Third Grade

QDT will propose this educational program for area children and parents together; who will learn about pre-K social and academic expectations and participate in educational activities and trips (when affordable). Parents will be lead in discussions about attachment theory, discipline, separation anxiety, and teachable moments for their children.

This 6 – 8 week summer program is designed for pre K to third grade students. QDT will seek assistance from Hattiesburg school Superintendent James Bacchus, who started a Grade 2 to Third Grade Initiative to ensure that all students within the district were reading proficiently by the time they graduated grade three.

- B. GED Learn to Earn

QDT will partner with the ADEPT School, a local community-based nonprofit organization, who will create 12 week course work for high school drop outs ages 16 – 24. The participants will attend scheduled classroom sessions four days a week and be based on a 1-hour per week detail per week at the QDT. This combination of “learn and earn” program is designed to focus and prepare each participant on the immediate goal of passing the state’s Equivalency Exam, in conjunction with crafting a career and / or post-education path.

Operation (Retail)

- A. Window Serve “Cold” Treats

- 1. Snow Cones (assortment of flavors and sizes)
- 2. Ice Creams (assortment of flavors and sizes)
- 3. Ice (bagged and loose); from a proposed ice making machine
- 4. Bottled Beverages (Water, Sodas, Milk, Etc)
- 5. Other “cold” items as may be determined
- 6. One (1) Bagged Ice Storage Container (Exterior of Building)

B. Window Serve "Hot" Treats

1. Baked and / or Made to order Hand Treats
2. Pizza 6" single serve (assortment of toppings)
3. Chicken Wings and Nuggets (assortments; mild, medium, and hot)
4. Bologna on Texas Toast Sandwiches
5. Peanut Butter and Jelly on Texas Toast Sandwiches
6. Pretzel Breads and Toppings
7. Other "baked" items as may be determined
 - a. Additional Treats
 - b. Potato and Corn Chips (Assortment)
 - c. Soft and Hard Candies (Assortment)
 - d. Fruits and Vegetables (Seasonal Assortments)
 - e. Other treats as may be determined
 - f. Other Products (Non-Food) which may be "seasonal" in nature, e.g. school supplies, holiday novelty items, and other such items as may be determined.
 - g. Grill / Smoker (Exterior); on wheels; which will prepare cooked items on Thursday, Friday, and Saturdays only.

Summary

The proposed QDT seeks to provide an immediate safe and feasible retail service outlet for area residents, particularly its youth. Moreover, QDT will seek to provide educational and employment opportunities for youth, college aged students and parents alike; providing them a vested interest in the proposed site. In addition, QDT team members believe it's proposed location will lend itself to and accessory of activities occurring within its immediate proximity, which in turn will potentially add to its customer base, e.g., a city soft ball recreational fields, Salvation Army recreation (residential and program service center), William Carey University, and a Seventh Day Adventist church to name a few.

QDT believes their proposed site and planned activity schedule will become a 'center-piece' within the immediate community it proposes to service. QDT further believes (given the opportunity) that from this opportunity a program model will be born, which will immeasurably aid in the development of various educational models for neighborhood youth and parents it seeks to serve; therefore, avoiding the 'parasitical' relationship that many community retail centers currently share within their respective neighborhoods.

Sales and Use Tax Bureau
Street Address:
1577 Springridge Road
Raymond, Mississippi 39154

www.msfc.state.ms.us



MISSISSIPPI

STATE TAX COMMISSION

Mailing Address:
Post Office Box 1033
Jackson, Mississippi 39238

Telephone: 601-923-7015
FAX: 601-923-7034

February 5, 2008

Colin McDaniel
ADEPT Corporation
P.O. Box 1549
Hattiesburg, MS 39403

Re: Sales Tax Exemption
File No. LR.05.024

Dear Mr. McDaniel:

This is in response to your letter of January 18, 2008, in which you asked that we provide you with a statement verifying the Adept School exemption from sales and use tax. Your request has been assigned the file number listed above. Please use this number in any further correspondence with the Tax Commission concerning this request.

This is to confirm that Adept School does qualify for sales tax exempt status pursuant to Section 27-65-111(g), Mississippi Code of 1972. This Section provides that sales of tangible personal property or services made to elementary and secondary grade schools, junior and senior colleges owned and operated by a corporation or association in which no part of the earnings inures to the benefit of any private shareholder, group or individual, and which are exempt from state income taxation are exempt from sales tax. This exemption does not apply to sales of property or services which are not to be used in the ordinary operation of the school, or which are to be resold to the students or the public. As a prerequisite to exemption, the sale of property or charge for services must be sold directly to, billed directly to and paid for directly by the exempt entity.

This exemption applies to sales of annuals, awards, articles of clothing or jewelry given in recognition of accomplishments and award of caps and gowns when sold to, billed to, and paid for directly by the school. However, this exemption does not apply to sales of tangible personal property or services to contractors purchased in the performance of contracts with the exempt entity, nor the employees of the exempt entity, although the contractor or employee may be reimbursed for the expense by the exempt entity. The exemption also does not apply to Production Taxes nor Contractors Taxes levied by Sections 27-65-15 and 27-65-21, Mississippi Code of 1972, respectively.

You may provide a copy of this letter to your vendors in order to substantiate your exempt status. Should you have any other questions, feel free to contact this office at (601) 923-7015.

This letter ruling is based on the specific facts and circumstances that you communicated to the Tax Commission. This ruling is not binding on the Commission if these facts and circumstances are inaccurate, contain a material omission of a relevant fact or facts to the request, presented or if such facts and circumstances change. This letter ruling is also only valid for seven (7) years from the date of this letter. At the end of this seven (7) year period, you are free to update your information and request another letter ruling if you wish. This ruling is only applicable to you or your client if you are requesting this ruling on behalf of another and can only be relied upon by the person for whom the ruling was requested.

If the facts and circumstances presented in your request are accurate, complete and do not change for the seven (7) year period indicated above, the person for whom it was requested can rely upon this ruling unless and until there is a change in the law or regulation or the issuance of a subsequent decision that indicates that the ruling is no longer correct or the Commission retracts the ruling. The Commission does reserve the right to retract this ruling if it later determines on its own review that the ruling is wrong. Such a retraction would be in writing and the effect of this retraction would be prospective from the date of retraction letter.

Sincerely,

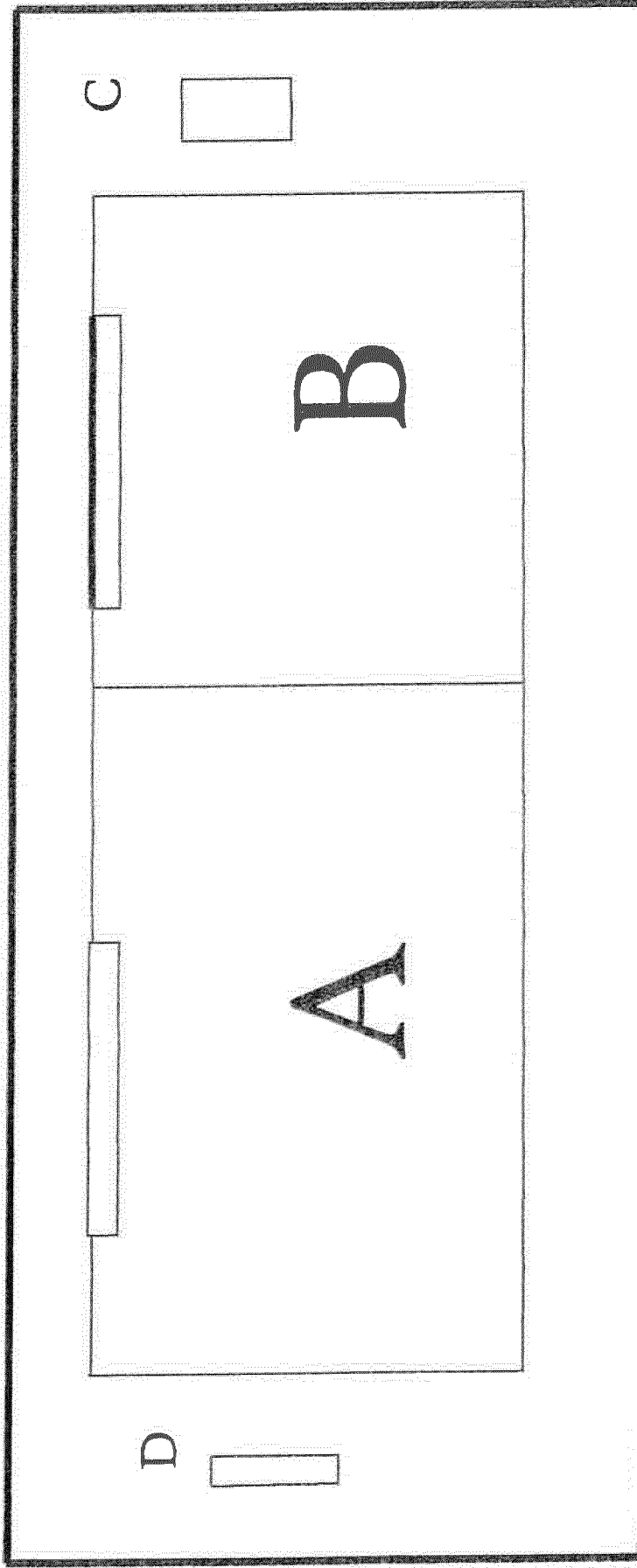
Jacqueline Seldon, Auditor
Sales and Use Tax Bureau

North

ADEPT INC.

Quick Dollar & Treats (QDT)

Proposed Site Development Drawing



LEGEND

A - "HOT" TREATS, E.G. BAKED GOODS, BUSHEL BASKET FRUITS & VEGGIES, AND VARIETY PRODUCTS

B - "COLD" TREATS, E.G. SNOW CONES, ICE CREAM, POPSICLE, ETC

C - BAGGED ICE BOX, CONTAINING 16 AND 20 LB CRUSHED ICE

D - GRILL / SMOKER, CHICKEN, RIBS, AND MEAT OTHER VARIETIES; OFFSITE CATERING OPPORTUNITIES

Mon, 12 March 2012

A-12

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

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

531 Helveston Road Wattiesburg, MS.
Street Address City State

on this the _____ day of _____, 20____.

[Signature] DR 3/12/12
Applicant
[Signature]
Applicant

STATE OF Mississippi
COUNTY OF Forrest

Personally came and appeared before me, the within named

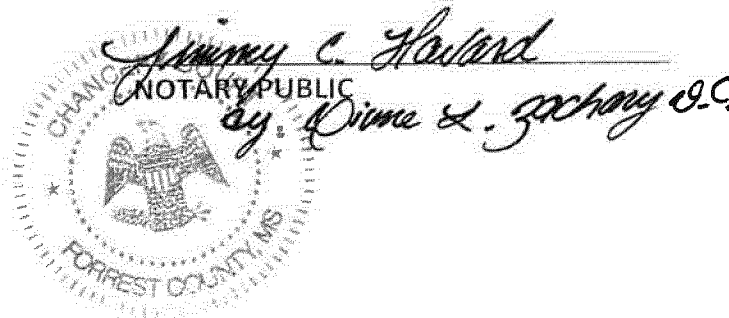
William Calvin

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 12 day of March
2012.

My Commission Expires:

My Commission Expires January 4, 2016



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

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

531 Helveston Road Hattiesburg, MS
Street Address City State

on this the _____ day of _____, 20__.

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

Calvin McDaniel

on this the _____ day of _____, 20__.

Robert McGill
Property Owner
Dylan Douglas
Property Owner

STATE OF Mississippi
COUNTY OF Forrest

Personally came and appeared before me, the within named

Robert McGill & Dylan Douglas

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 12 day of March, 2012.



Jimmy C. Howard
NOTARY PUBLIC by: Diane L. Zachary, S.C.

My Commission Expires:

My Commission Expires January 4, 2016

Attachment
Helveston Road Church of Christ
"Signature" Sheet

RE: QUICK DOLLAR & TREATS (PROPOSED)

	<u>SIGNATURE</u>	<u>PHONE</u>	<u>YES</u>	<u>NO</u>
1.	Marita Hill	601-517-1071	✓	
2.	Julia Donald	769-223-5824	✓	
3.	Louise Marlow	(601) 336-5620	✓	
4.	Tony Taylor	(601) 336-5620	✓	
5.	Lipton Helton	601-270-5405	✓	
6.	Cynthia McClendon	208 697 1387	✓	
7.	Yvonne Melissa Johnson	601 544-5137	✓	
8.	Kentrell Lee	504-875-8735	✓	

13 March 2012

A-15

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Helveston Road Church of Christ, owner, represented by Calvin McDaniel, Partner, Quick Dollar & Treats, LLC, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 59 to change the zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District, said property being more particularly described as follows, to-wit:

1. COMMENCE AT A FOUND 1/2" IRON PIN MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI, AND RUN NORTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS WEST FOR 385.59 FEET;
2. THENCE RUN WEST FOR 390.33 FEET TO A SET 1/2" IRON PIN AT THE POINT OF BEGINNING;
3. THENCE CONTINUE WEST FOR 335.85 FEET TO A SET 1/2" IRON PIN;
4. THENCE RUN NORTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS WEST FOR 859.68 FEET TO A SET 1/2" IRON PIN ON THE SOUTH RIGHT-OF-WAY BOUNDARY OF HELVESTON ROAD;
5. THENCE RUN NORTH EIGHTY-EIGHT (88) DEGREES, THREE (03) MINUTES, FOUR (04) SECONDS EAST AND ALONG SAID RIGHT-OF-WAY BOUNDARY FOR 485.95 FEET TO A SET 1/2" IRON PIN;
6. THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY, RUN SOUTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS EAST FOR 490.67 FEET TO A SET 1/2" IRON PIN;
7. THENCE RUN WEST FOR 150.00 FEET TO A SET 1/2" IRON PIN;
8. THENCE RUN SOUTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS EAST FOR 385.54 FEET TO A 1/2" IRON PIN SET AT THE POINT OF BEGINNING;
9. THE ABOVE DESCRIBED PARCEL LIES ENTIRELY WITHIN AND IS A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, HATTIESBURG, MISSISSIPPI, AND CONTAINS 8.35 ACRES.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, April 4, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

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

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

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

A-16



City of Hattiesburg, MS

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

Master

File Number: 2012-0801

File ID: 2012-0801

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: J Ed Turner Road – Zoning of Annexed Property

Final Action: 05/15/2012

Minute Book Number: MB 2012-1/149

Title:

Approve or Deny the petition filed and represented by the City of Hattiesburg, to designate the zoning classification of a certain annexed property located on J Ed Turner Road (PPIN 008540, 032824 through 032923, Ward 1), to R-1A (Single-Family Residential District); Hattiesburg Planning Commission recommended to APPROVE on May 2, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: J Ed Turner Road (Minutes and Packet)

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Chiquila Thompson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Approve				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Carroll to Approve the petition filed and represented by the City of Hattiesburg, to designate the zoning classification of a certain annexed property located on J Ed Turner Road (PPIN 008540, 032824 through 032923, Ward 1), to R-1A (Single-Family Residential District); Hattiesburg Planning Commission recommended to APPROVE on May 2, 2012.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0801

Title

Approve or Deny the petition filed and represented by the City of Hattiesburg, to designate the zoning classification of a certain annexed property located on J Ed Turner Road (PPIN 008540, 032824 through 032923, Ward 1), to R-1A (Single-Family Residential District); Hattiesburg Planning Commission recommended to APPROVE on May 2, 2012.

Summary

J Ed Turner Road - Zoning of Annexed Property

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION
MAY 2, 2012**

The Hattiesburg Planning Commission did meet in a regular session on May 2, 2012 at 1:05 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

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

Commissioners Absent: Judy Corts
Jessie Wilson
Annie Pope

Also Present: Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Administrator
Donovan Scruggs, Planning Manager
Chiquila Thompson, Planner-Apprentice
Craig Dearman, Engineering Technician

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

Invocation: Joe White

AGENDA REVIEW

There came the matter of the Agenda for the May 2, 2012 meeting. The agenda was approved.

Motion made by: Don McCleskey

Motion seconded by: Joe White

Commissioners voting aye: Marjorie Chambers
Linda McMurtrey
Robin Roberts
Don McCleskey
Joe White

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

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

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

There came the matter of Item A, take from the table the matter of the petition filed by Helveston Road Church of Christ, owner, represented by Calvin McDaniel, Partner, Quick Dollar & Treats, LLC, to change the zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Calvin McDaniel	207 Florence Street	Hattiesburg, MS 39401
<u>Proponents:</u>	Jimmie Harrell	308 Helveston Road	Hattiesburg, MS 39401
	Carl Nicholson	1100 S. 34 th Avenue	Hattiesburg, MS 39401
	Paul Warren	331 Helveston Road	Hattiesburg, MS 39401
	Rebuttal	207 Florence Street	Hattiesburg, MS 39401

Opponents: None

Chairman Conville declared the Public Hearing closed at 2:20 p.m. and the Business Meeting open to vote on the request.

Motion made by: Robin Roberts

Motion seconded by: Don McCleskey

Commissioners voting aye: Linda McMurtrey
Marjorie Chambers
Joe White
Don McCleskey

Commissioners voting nay: Robin Roberts

Commissioners abstaining: None

Comments Written on Ballots:

NONE

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

1. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
2. There is a mistake in the original zoning.

There came the matter of Item B, the petition filed and represented by the City of Hattiesburg, to designate the zoning classification of a certain annexed property located on J Ed Turner Road (PPIN 008540, 032824 through 032923, Ward 1), to R-1A (Single-Family Residential District).

	Name	Address	City/State
<u>Presented by:</u>	Pattie Brantley	200 Forrest Street	Hattiesburg, MS 39401
<u>Proponents:</u>	None		

Opponents: None

Chairman Conville declared the Public Hearing closed at 2:25 p.m. and the Business Meeting open to vote on the request.

Motion made by: Robin Roberts

Motion seconded by: Don McCleskey

Commissioners voting aye: Linda McMurtrey
Marjorie Chambers
Joe White

Commissioners voting nay: None

Commissioners abstaining: None

Comments Written on Ballots:

NONE

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

1. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
2. There is a mistake in the original zoning.
3. Annexation

Other Business: None

There being no further business, the meeting was adjourned at 2:35 p.m.

Richard Conville, Chairman

Chiquila Thompson, Planner-Apprentice
/Recording Secretary

STAFF SUMMARY/MAP

May 2, 2012

ITEM B

PROPERTY ADDRESS:

Vacant land off J Ed Turner Road

Parcel: N/A

PPIN: 008540, 032824 through 032923

Ward: 1

PETITIONER:

City of Hattiesburg

PROPERTY OWNER:

Brad Brian

PREVIOUS PLANNING COMMISSION OR BOA ACTION ON SURROUNDING PROPERTY: None

SPECIAL DISTRICTS:

Flood District: X (Non Special Flood Hazard Area),
AE (100 Yr. With Elevations) & SX (500 Yr. Flood)

Historic District: N/A

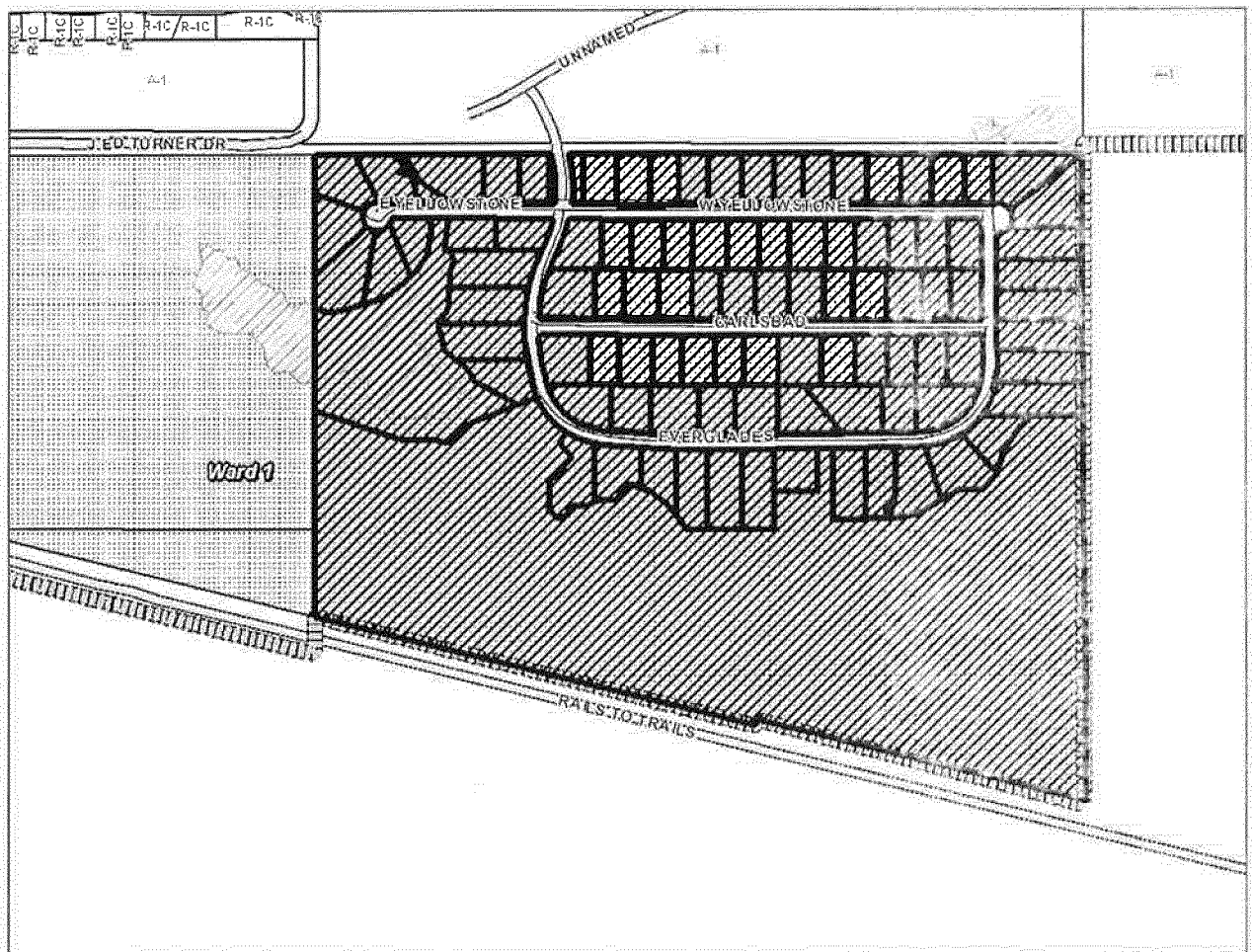
Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:

A conceptual site plan was reviewed on 4/13/12 for zoning purposes.

REQUEST: Designate zoning as R-1A

PENDING HISTORIC CONSERVATION



PLANNING COMMISSION

May 2, 2012

ITEM B

PROPERTY ADDRESS: The Preserve Subdivision

REQUESTED ACTION:

⇒ To designate zoning for annexed property as R-1A (Single-family Residential)

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

-Article 4, Section 52

ADJACENT ZONING AND LAND USES:

NORTH: A-1 (General Agricultural) District and R-1A (Single Family) District;

SOUTH: outside City limits

EAST: outside City limits

WEST: not yet established, proposed for R-1A (Single Family) District

FUTURE LAND USE MAP DESIGNATION:

See Comprehensive Plan—pages 95-96

The subject property is located in the proposed Neighborhood Conservation District 2 – Suburban Neighborhoods. *This Neighborhood Conservation District is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.*

District Characteristics: *The characteristics of this district include the following: low-density or moderate-density single-family residences; building lots with front and side yards with standard depths; and a lower overall density of development than downtown or historic neighborhoods.*

District Land Uses: *The following land uses should be found in this district: single-family residential uses; public and quasi-public uses, such as churches and schools; small neighborhood parks and tot lots.*

PHYSICAL SITE CHARACTERISTICS:

The property contains 66.60 acres of mostly undeveloped land. A subdivision was platted prior to annexation and shows 3 streets and 100 lots.

STREETS AND TRAFFIC:

The subject property is located on the south side of J Ed Turner Road between Shelby Thames Drive and an undeveloped portion of J Ed Turner.

PUBLIC UTILITIES:

Water: City

Sewer: City

Electricity: unknown

PARKING AND ACCESS:

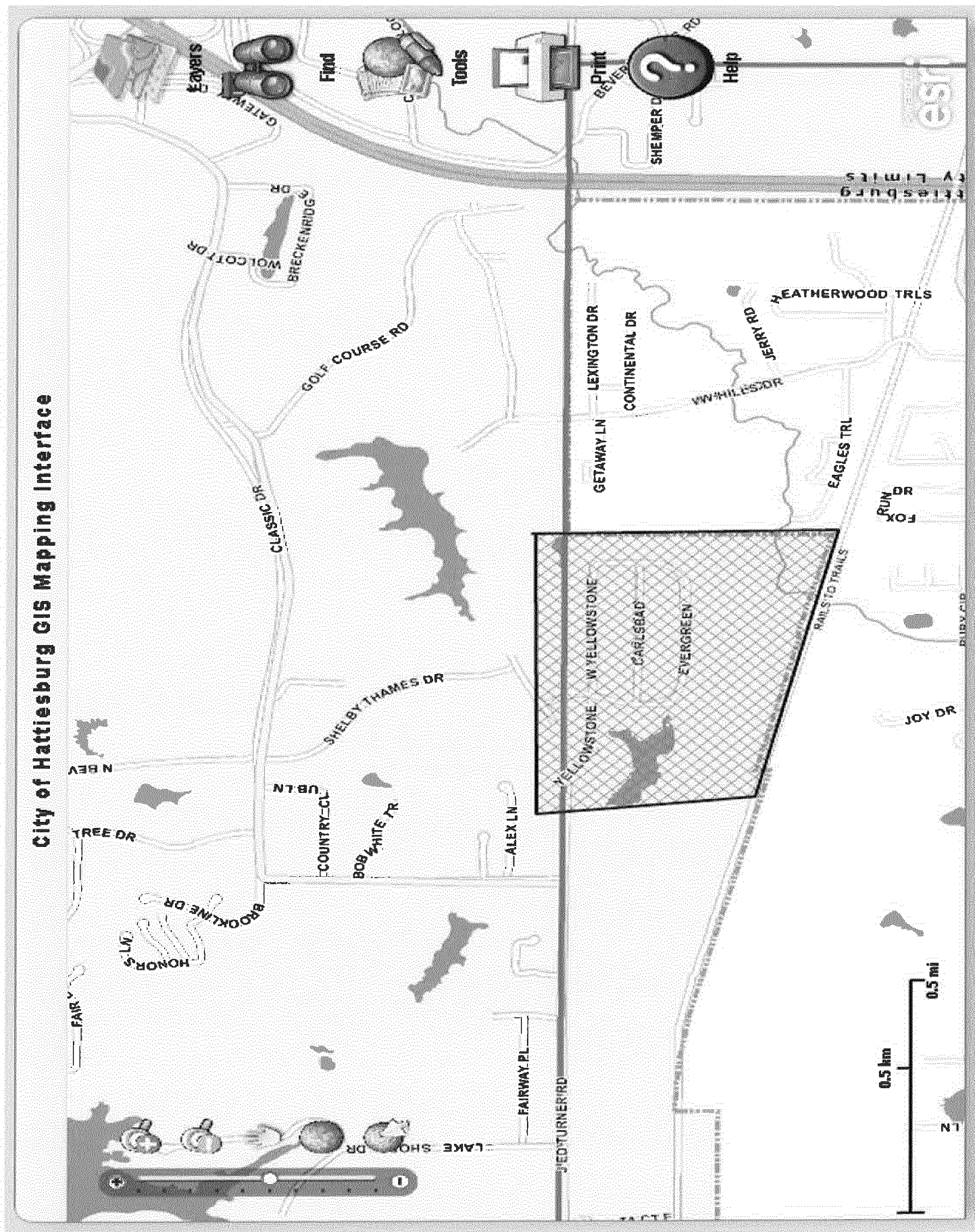
The main access points to this property are from J Ed Turner Road and Shelby Thames Drive.

CHARACTER OF THE NEIGHBORHOOD:

The property is adjacent to very high density single-family residential properties with undeveloped, wooded parcels to the West. The neighborhood to the North is low to moderate density single-family residential. The Accelerator located along Shelby Thames Drive is to the Northeast of the subject property.

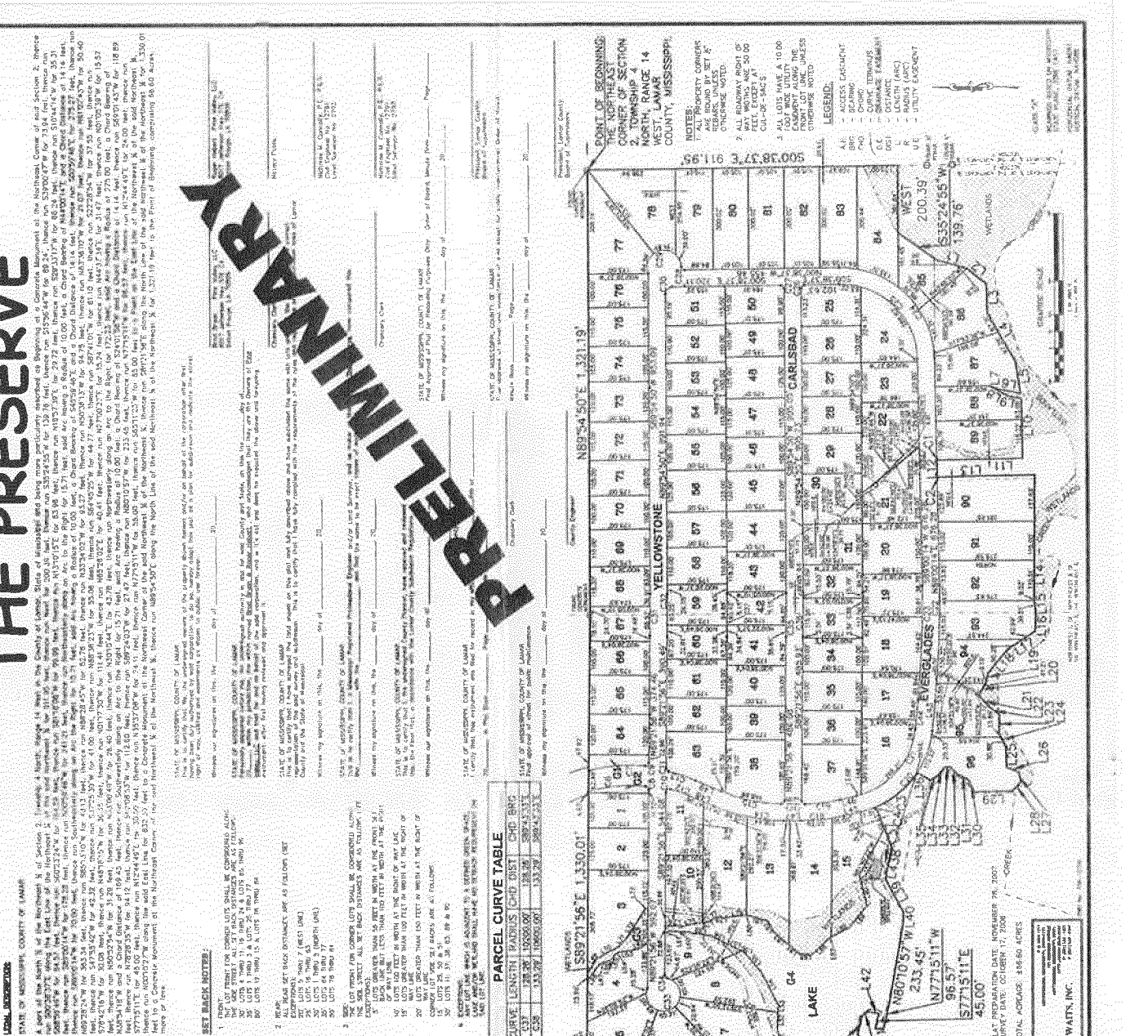
CRITERIA FOR AMENDMENTS:

- A. There is a mistake in the original zoning;
- B. There is a material change in the circumstances since the enactment of the ordinance; and there is a public need for the change in question, based on the Comprehensive Plan and the Comprehensive Planning Process.
- C. Annexation



BOUNDARY LINE TABLE	LOT AREA SCHEDULE
---------------------	-------------------

ROW LENGTH TABLE										COLUMN LENGTH TABLE									
LINE	BEARING	LINE	BEARING	LINE	BEARING	LINE	BEARING	LINE	BEARING	LINE	BEARING	LINE	BEARING	LINE	BEARING	LINE	BEARING	LINE	BEARING
L1	89.24	L1	52.58	L1	89.24	L1	52.58	L1	89.24	L1	52.58	L1	89.24	L1	52.58	L1	89.24	L1	52.58
L2	71.84	L2	53.90	L2	71.84	L2	53.90	L2	71.84	L2	53.90	L2	71.84	L2	53.90	L2	71.84	L2	53.90
L3	41.66	L3	54.96	L3	41.66	L3	54.96	L3	41.66	L3	54.96	L3	41.66	L3	54.96	L3	41.66	L3	54.96
L4	96.89	L4	58.18	L4	96.89	L4	58.18	L4	96.89	L4	58.18	L4	96.89	L4	58.18	L4	96.89	L4	58.18
L5	63.94	L5	61.00	L5	63.94	L5	61.00	L5	63.94	L5	61.00	L5	63.94	L5	61.00	L5	63.94	L5	61.00
L6	79.22	L6	61.93	L6	79.22	L6	61.93	L6	79.22	L6	61.93	L6	79.22	L6	61.93	L6	79.22	L6	61.93
L7	66.54	L7	62.97	L7	66.54	L7	62.97	L7	66.54	L7	62.97	L7	66.54	L7	62.97	L7	66.54	L7	62.97
L8	84.25	L8	63.94	L8	84.25	L8	63.94	L8	84.25	L8	63.94	L8	84.25	L8	63.94	L8	84.25	L8	63.94
L9	78.36	L9	64.91	L9	78.36	L9	64.91	L9	78.36	L9	64.91	L9	78.36	L9	64.91	L9	78.36	L9	64.91
L10	89.24	L10	65.88	L10	89.24	L10	65.88	L10	89.24	L10	65.88	L10	89.24	L10	65.88	L10	89.24	L10	65.88
L11	245.21	L11	66.85	L11	245.21	L11	66.85	L11	245.21	L11	66.85	L11	245.21	L11	66.85	L11	245.21	L11	66.85
L12	76.07	L12	67.82	L12	76.07	L12	67.82	L12	76.07	L12	67.82	L12	76.07	L12	67.82	L12	76.07	L12	67.82
L13	275.27	L13	68.79	L13	275.27	L13	68.79	L13	275.27	L13	68.79	L13	275.27	L13	68.79	L13	275.27	L13	68.79
L14	583.33	L14	69.76	L14	583.33	L14	69.76	L14	583.33	L14	69.76	L14	583.33	L14	69.76	L14	583.33	L14	69.76
L15	89.24	L15	70.73	L15	89.24	L15	70.73	L15	89.24	L15	70.73	L15	89.24	L15	70.73	L15	89.24	L15	70.73
L16	58.26	L16	71.70	L16	58.26	L16	71.70	L16	58.26	L16	71.70	L16	58.26	L16	71.70	L16	58.26	L16	71.70
L17	84.25	L17	72.67	L17	84.25	L17	72.67	L17	84.25	L17	72.67	L17	84.25	L17	72.67	L17	84.25	L17	72.67
L18	71.84	L18	73.64	L18	71.84	L18	73.64	L18	71.84	L18	73.64	L18	71.84	L18	73.64	L18	71.84	L18	73.64
L19	21.07	L19	74.61	L19	21.07	L19	74.61	L19	21.07	L19	74.61	L19	21.07	L19	74.61	L19	21.07	L19	74.61
L20	89.24	L20	75.58	L20	89.24	L20	75.58	L20	89.24	L20	75.58	L20	89.24	L20	75.58	L20	89.24	L20	75.58
L21	42.57	L21	76.55	L21	42.57	L21	76.55	L21	42.57	L21	76.55	L21	42.57	L21	76.55	L21	42.57	L21	76.55
L22	41.66	L22	77.52	L22	41.66	L22	77.52	L22	41.66	L22	77.52	L22	41.66	L22	77.52	L22	41.66	L22	77.52
L23	89.24	L23	78.49	L23	89.24	L23	78.49	L23	89.24	L23	78.49	L23	89.24	L23	78.49	L23	89.24	L23	78.49
L24	44.77	L24	79.46	L24	44.77	L24	79.46	L24	44.77	L24	79.46	L24	44.77	L24	79.46	L24	44.77	L24	79.46
L25	52.58	L25	80.43	L25	52.58	L25	80.43	L25	52.58	L25	80.43	L25	52.58	L25	80.43	L25	52.58	L25	80.43
L26	30.65	L26	81.40	L26	30.65	L26	81.40	L26	30.65	L26	81.40	L26	30.65	L26	81.40	L26	30.65	L26	81.40
L27	50.81	L27	82.37	L27	50.81	L27	82.37	L27	50.81	L27	82.37	L27	50.81	L27	82.37	L27	50.81	L27	82.37
L28	30.65	L28	83.34	L28	30.65	L28	83.34	L28	30.65	L28	83.34	L28	30.65	L28	83.34	L28	30.65	L28	83.34
L29	111.41	L29	84.31	L29	111.41	L29	84.31	L29	111.41	L29	84.31	L29	111.41	L29	84.31	L29	111.41	L29	84.31
L30	45.41	L30	85.28	L30	45.41	L30	85.28	L30	45.41	L30	85.28	L30	45.41	L30	85.28	L30	45.41	L30	85.28
L31	54.96	L31	86.25	L31	54.96	L31	86.25	L31	54.96	L31	86.25	L31	54.96	L31	86.25	L31	54.96	L31	86.25
L32	144.57	L32	87.22	L32	144.57	L32	87.22	L32	144.57	L32	87.22	L32	144.57	L32	87.22	L32	144.57	L32	87.22
L33	31.57	L33	88.19	L33	31.57	L33	88.19	L33	31.57	L33	88.19	L33	31.57	L33	88.19	L33	31.57	L33	88.19
L34	144.57	L34	89.16	L34	144.57	L34	89.16	L34	144.57	L34	89.16	L34	144.57	L34	89.16	L34	144.57	L34	89.16
L35	31.57	L35	90.13	L35	31.57	L35	90.13	L35	31.57	L35	90.13	L35	31.57	L35	90.13	L35	31.57	L35	90.13
L36	21.07	L36	91.10	L36	21.07	L36	91.10	L36	21.07	L36	91.10	L36	21.07	L36	91.10	L36	21.07	L36	91.10
L37	111.41	L37	92.07	L37	111.41	L37	92.07	L37	111.41	L37	92.07	L37	111.41	L37	92.07	L37	111.41	L37	92.07
L38	45.41	L38	93.04	L38	45.41	L38	93.04	L38	45.41	L38	93.04	L38	45.41	L38	93.04	L38	45.41	L38	93.04
L39	112.61	L39	94.01	L39	112.61	L39	94.01	L39	112.61	L39	94.01	L39	112.61	L39	94.01	L39	112.61	L39	94.01
L40	27.27	L40	94.98	L40	27.27	L40	94.98	L40	27.27	L40	94.98	L40	27.27	L40	94.98	L40	27.27	L40	94.98
L41	24.00	L41	95.95	L41	24.00	L41	95.95	L41	24.00	L41	95.95	L41	24.00	L41	95.95	L41	24.00	L41	95.95
L42	30.65	L42	96.92	L42	30.65	L42	96.92	L42	30.65	L42	96.92	L42	30.65	L42	96.92	L42	30.65	L42	96.92
L43	50.81	L43	97.89	L43	50.81	L43	97.89	L43	50.81	L43	97.89	L43	50.81	L43	97.89	L43	50.81	L43	97.89
L44	30.65	L44	98.86	L44	30.65	L44	98.86	L44	30.65	L44	98.86	L44	30.65	L44	98.86	L44	30.65	L44	98.86
L45	51.78	L45	99.83	L45	51.78	L45	99.83	L45	51.78	L45	99.83	L45	51.78	L45	99.83	L45	51.78	L45	99.83
L46	51.78	L46	100.80	L46	51.78	L46	100.80	L46	51.78	L46	100.80	L46	51.78	L46	100.80	L46	51.78	L46	100.80
L47	51.78	L47	101.77	L47	51.78	L47	101.77	L47	51.78	L47	101.77	L47	51.78	L47	101.77	L47	51.78	L47	101.77
L48	51.78	L48	102.74	L48	51.78	L48	102.74	L48	51.78	L48	102.74	L48	51.78	L48	102.74	L48	51.78	L48	102.74
L49	51.78	L49	103.71	L49	51.78	L49	103.71	L49	51.78	L49	103.71	L49	51.78	L49	103.71	L49	51.78	L49	103.71
L50	51.78	L50	104.68	L50	51.78	L50	104.68	L50	51.78	L50	104.68	L50	51.78	L50	104.68	L50	51.78	L50	104.68
L51	51.78	L51	105.65	L51	51.78	L51	105.65	L51	51.78	L51	105.65	L51	51.78	L51	105.65	L51	51.78	L51	105.65
L52	51.78	L52	106.62	L52	51.78	L52	106.62	L52	51.78	L52	106.62	L52	51.78	L52	106.62	L52	51.78	L52	106.62
L53	51.78	L53	107.59	L53	51.78	L53	107.59	L53	51.78	L53	107.59	L53	51.78	L53	107.59	L53	51.78	L53	107.59
L54	51.78	L54	108.56	L54	51.78	L54	108.56	L54	51.78	L54	108.56	L54	51.78	L54	108.56	L54	51.78	L54	108.56
L55	51.78	L55	109.53	L55	51.78	L55	109.53	L55	51.78	L55	109.53	L55	51.78	L55	109.53	L55	51.78	L55	109.53
L56	51.78	L56	110.50	L56	51.78	L56	110.50	L56	51.78	L56	110.50	L56	51.78	L56	110.50	L56	51.78	L56	110.50
L57	51.78	L57	111.47	L57	51.78	L57	111.47	L57	51.78	L57	111.47	L57	51.78	L57	111.47	L57	51.78	L57	111.47
L58	51.78	L58	112.44	L58	51.78	L58	112.44	L58	51.78	L58	112.44	L58	51.78	L58	112.44	L58	51.78	L58	112.44
L59	51.78	L59	113.41	L59	51.78	L59	113.41	L59	51.78	L59	113.41	L59	51.78	L59	113.41	L59	51.78	L59	113.41
L60	51.78	L60	114.38	L60	51.78	L60	114.38	L60	51.78	L60	114.38	L60	51.78	L60	114.38	L60	51.78	L60	114.38
L61	51.78	L61	115.35	L61	51.78	L61	115.35	L61	51.78	L61	115.35	L61	51.78	L61	115.35	L61	51.78	L61	115.35
L62	51.78	L62	116.32	L62	51.78	L62	116.32	L62	51.78	L62	116.32	L62	51.78	L62	116.32	L62	51.78	L62	116.32
L63	51.78	L63	117.29	L63	51.78	L63	117.29	L63	51.78	L63	117.29	L63	51.78	L63	117.29	L63	51.78	L63	117.29
L64	51.78	L64	118.26	L64	51.78	L64	118.26	L64	51.78	L64	118.26	L64	51.78	L64	118.26	L64	51.78	L64	118.26
L65	51.78	L65	119.23	L65	51.78	L65	119.23	L65	51.78	L65	119.23	L65	51.78	L65	119.23	L65	51.78	L65	119.23
L66	51.78	L66	120.20	L66	51.78	L66	120.20	L66	51.78	L66	120.20	L66	51.78	L66	120.20	L66	51.78	L66	120.20
L67	51.78	L67	121.17	L67	51.78	L67	121.17	L67	51.78	L67	121.17	L67	51.78	L67	121.17	L67	51.78	L67	121.17
L68	51.78	L68	122.14	L68	51.78	L68	122.14	L68	51.78	L68	122.14	L68	51.78	L68	122.14	L68	51.78	L68	122.14
L69	51.78	L69	123.11	L69	51.78	L69	123.11	L69	51.78	L69	123.11	L69	51.78	L69	123.11	L69	51.78	L69	123.11
L70	51.78	L70	124.08	L70	51.78	L70	124.08	L70	51.78	L70	124.08	L70	51.78	L70	124.08	L			

[illegible]





Site Plan Pre- Application / Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

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

Site Plan Pre-Application Date:	Click here to enter a date.	Planner:
Today's Date: Click here to enter a date.		
Project Name:	The Preserve Subdivision	
Proposed Use(s):	Residential Hoosing	
Project Street Address:	The Preserve Subdivision	
PPIN Number(s) (If unknown, can be found on tax receipt):	8640, 32824-32923	
Parcel Number(s):		
Flood Zone(s):		Historic District(s): 10/A
Zoning District(s): Proposed R/A	Proposed Cost of the Project:	\$

Project Representative Information

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

Architect ☐ **Engineer** ☐ **Other (Specify):**

Name: Brad Br. and

Company Name:

Phone:

Fax:

Email:

Mailing Address:

Name: City of Hattiesburg Planning Dept

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

Phone: 601-554-1031

Fax: 601-545-1962

Email: breid@hattiesburgms.com

Mailing Address: 800 Forrest Street / P.O. Box 1898

Hattiesburg, MS 39401 / 39403-1898

Name:

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

Phone:

Fax:

Email:

Mailing Address:

Provide project narrative fully explaining the proposed project. Provide information like purpose, where, when, how long, what material, process etc.

The purpose of this project is for the rezoning of a newly annexed area of land for the City of Hattiesburg. Rezoning for Single Family Residential Buildings.

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

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

Property to the NORTH: Current Zoning Classification R-1A & A-1

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

☒ Residential ☐ Commercial ☐ Industrial ☐ Vacant

Property to the SOUTH: Current Zoning Classification none

Current use (Example: school, church, store): outside city limits

☐ Residential ☐ Commercial ☐ Industrial ☐ Vacant

Property to the EAST: Current Zoning Classification none

Current use (Example: school, church, store): outside city limits

☐ Residential ☐ Commercial ☐ Industrial ☐ Vacant

Property to the WEST: Current Zoning Classification none

Current use (Example: school, church, store): not yet established

☒ Residential ☐ Commercial ☐ Industrial ☐ Vacant

Staff Information – do not complete:

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

NORTH

SOUTH

EAST

WEST

N/A

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

Lot Frontage: see subdivision Plat for Linear Feet

Lot Depth: each lots dimensions Linear Feet

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

Total Project Area:

Disturbed area:

Existing Structure or Unimproved?

Mostly unimproved

Number of existing buildings?

Unknown

Use of buildings:

☐ Apartments

☐ Church / School

☐ Commercial

☐ Industrial

☒ Residential

Physical Characteristics:

Land Use History:

Vacant / wooded

This property is located on the

South

side

(North/South/East/West)

of

J. Ed Turner Road

and lies between

(Street Name)

West Hills Drive

(Street Name)

and

Jackson Road

(Street Name)

Are there any Land Use Code violations on file on this property with the City?

no

If yes, please explain:

PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898

Department of Urban Development
 (601) 545-4591 or 545-4599 or FAX (601) 545-1962

FILED**APR 10 2012**

By EDDIE R. MYERS, CITY CLERK
 Deputy Clerk

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

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

FOR VARIANCE ONLY:

Check all appropriate variance types:

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

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

Staff
 Information –
 do not complete

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

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

Land Development Code Article No. _____

Section _____

Staff
 Information

FOR RE-ZONING ONLY:

Existing Zoning: _____

none

Proposed Zoning: _____

R-1A

Rezoning Information (1 page)

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

- A. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- B. There is a mistake in the original zoning.
- C. Annexation

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

Zoning for @ newly Annexed Area

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

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

The Preserve Subdivision
Street Address City State

on this the 19th day of January 2012.

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

City Planning Staff

on this the 19th day of January 2012.

Brad Brian
Property Owner

Property Owner

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

Brad ~~Forrest~~ Brian

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 19th day of January 2012



Sherry Liggins
NOTARY PUBLIC

My Commission Expires:

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed and represented by the City of Hattiesburg, to designate the zoning classification of a certain annexed property located on Jackson Road (PPIN 08540 and 032824 through 32923, Ward 1) to R-1A (Single-Family Residential District), said property being more particularly described as follows, to-wit:

A part of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 2, Township 4 North, Range 14 West in the County of Lamar, State of Mississippi and being more particularly described as Beginning at a Concrete Monument at the Northeast Corner of said Section 2; thence run S00°38'37"E along the East Line of the Northeast $\frac{1}{4}$ of the said Northeast $\frac{1}{4}$ for 911.95 feet, thence run West for 200.39 feet, thence run S35°24'55"W for 139.76 feet, thence run S15°56'44"W for 89.24', thence run S39°00'47"W for 73.94 feet, thence run S88°59'49"W for 84.57 feet, thence run S60°23'24"W for 164.59 feet, thence run S81°18'08"W for 99.99 feet, thence run N13°10'15"E for 63.96 feet, thence run N18°57'39"E for 29.72 feet, thence run S29°33'17"W for 66.24 feet, thence run S10°44'14"W for 35.31 feet, thence run S89°00'14"W for 178.28 feet, thence run N00°59'46"W for 241.21 feet, thence run Northeasterly along an Arc to the Right for 15.71 feet, said Arc having a Radius of 10.00 feet, a Chord Bearing of N44°00'14"E and a Chord Distance of 14.14 feet, thence run S89°00'14"W for 70.00 feet, thence run Southeasterly along an Arc the Right for 15.71 feet, said Arc having a Radius of 10.00 feet, a Chord Bearing of S45°59'46"E and a Chord Distance of 14.14 feet, thence run S00°59'46"E for 275.27 feet, thence run N89°28'24"W for 363.34 feet, thence run S85°13'10"W for 48.13 feet, thence run N88°28'45"W for 52.78 feet, thence run N33°34'02"W for 93.27 feet, thence run N50°36'13"W for 94.75 feet, thence run N83°36'02"W for 21.07 feet, thence run N61°02'43"W for 50.40 feet, thence run S47°55'42"W for 42.32 feet, thence run S37°25'30"W for 41.00 feet, thence run N88°36'23"W for 55.06 feet, thence run S64°45'25"W for 44.77 feet, thence run S87°41'01"W for 61.10 feet, thence run S22°28'54"W for 37.55 feet, thence run S76°42'16"W for 30.08 feet, thence run N46°18'15"W for 36.65 feet, thence run N01°17'30"W for 111.41 feet, thence run N65°26'02"E for 40.41 feet, thence run N27°00'22"E for 35.24 feet, thence run N44°37'34"E for 31.47 feet, thence run N01°05'39"W for 15.57 feet, thence run N50°52'54"W for 31.29 feet, thence run N33°00'49"W for 26.40 feet, thence run N30°10'44"E for 43.78 feet, thence run Northwesterly along an Arc to the Right for 172.23 feet, said Arc having a Radius of 275.00 feet, a Chord Bearing of N38°54'18"W and a Chord Distance of 169.43 feet, thence run Southwesterly along an Arc to the Right for 15.71 feet, said Arc having a Radius of 10.00 feet, a Chord Bearing of S24°01'58"W and a Chord Distance of 14.14 feet, thence run S69°01'43"W for 118.89 feet, thence run N78°28'35"W for 94.12 feet, thence run S62°08'53"W for 112.60 feet, thence run S89°24'03"W for 27.47 feet, thence run N80°10'57"W for 233.45 feet, thence run N77°15'11"W for 96.57 feet, thence run N12°44'49"E for 24.00 feet, thence run S77°15'11"E for 45.00 feet, thence run N12°44'49"E for 30.00 feet, thence run N35°37'08"W for 24.11 feet, thence run N77°15'11"W for 55.00 feet, thence run S65°11'23"W for 85.00 feet to a Point on the East Line of the Northwest $\frac{1}{4}$ of the said Northeast $\frac{1}{4}$, thence run N00°10'27"W along the said East Line for 832.30 feet to a Concrete Monument at the Northwest Corner of the said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, thence run S89°21'56"E

along the North Line of the said Northwest ¼ of the Northeast ¼ for 1,330.01 feet to a Concrete Monument at the Northeast Corner of the said Northwest ¼ of the Northeast ¼, thence run N89°54'50"E along the North Line of the said Northeast ¼ of the Northeast ¼ for 1,321.19 feet to the Point of Beginning, comprising 66.60 Acres, more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, May 2, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

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

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

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



City of Hattiesburg, MS

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

Master

File Number: 2012-0789

File ID: 2012-0789

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: May 15, 2012 Budget Amendments

Final Action: 05/15/2012

Minute Book Number: MB 2012-1/149

Title:

Adopt the May 15, 2012 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2012 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Notes:

Sponsors:

Enactment Date:

Attachments: May 2012 Proposed Amendments, Resol. 10% budget 2012-45

Enactment Number:

Contact: Connie Everett

Meeting Date: 05/15/2012

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt the May 15, 2012 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2012 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0789

Title

Adopt the May 15, 2012 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2012 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO : *Mayor DuPree; Members of City Council*
FROM : *Connie Everett, CFO* 
DATE : *May 15, 2012*
SUBJECT : *Proposed Budget Amendments*

Below is an explanation of proposed amendments to the FY 2012 budget. The General Fund amendments are shown as an adjustment to the beginning fund balance.

Current Ending Cash Budget \$2,136,592

Revenue Adjustments:

Federal grants – CDBG reimbursement for payment
on Fire Station 7,285

Expenditure Adjustments:

City Court – additional funds needed for Tracker Pal program	-2,000
Municipal Clerk – increase advertising and ordinance expense	-3,000
Urban Dev – printing for required FEMA, flood brochures	-1,740
Information Tech – increase office equip. maintenance	-10,000
Ins./Other Services – increase postage budget	-30,000
Federal Programs – increase benefits budget to correct error; increase fuel and postage budgets	-5,440
Police – increase budget for fuel, vehicle repairs; adjust grant expenditure for fingerprint equipment	-133,967
Fire – adjust benefits budget to correct error; increase fuel budget; budget for Fire Station grant invoice	-16,304
Public Safety Contractual Services – increase budgets for prisoner housing and medical costs	-170,000
Traffic – increase overtime budget	-5,000
Streets – increase budgets for fuel, vehicle parts and repairs	-50,000
Engineering – increase engineering and telephone	-20,600
GOFS – increase overtime budget	-4,000
Drainage – increase overtime budget	-1,000
Construction – increase overtime and fuel budgets	-8,000
Sanitation – increase fuel and vehicle repair budgets	-65,000
Health – increase fuel budget	-3,000
Airport – increase utilities budget	-1,500

Adjustment to beginning fund balance for amendments
listed above +523,266

Amended Ending Cash Budget \$2,136,592

Memorandum
Page 2
May 15, 2012

Proposed amendments to other funds are as follows:

Parks & Recreation Fund – increase overtime, fuel costs, Kamper Park tennis courts, summer day camp positions funded by contribution from county supervisors. Lower budget for zoo funding to actual expenditure as per revised agreement with Convention Commission \$14,981

Water & Sewer Operation & Maintenance Fund – increase budget for chemicals and lagoon testing \$176,000

Water & Sewer Bond & Interest Fund – budget for debt service on 2012 Water & Sewer bonds \$179,025

Police Forfeitures Fund – budget funds received from seizures and D.A.R.E. court costs received \$16,454

Water & Sewer Construction Fund – budget CDBG grant allocation for USA Yeast sewer treatment facility \$5,000,000

If you should have any questions concerning the information presented above, please give me a call.

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

	Original FY 2012 Budgets	November Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>									
Taxes -Other	\$24,000		\$24,000		\$24,000		\$24,000		\$24,000
Licenses & Permits	4,441,600		4,441,600		\$4,441,600		\$4,441,600		\$4,441,600
Intergovernmental Revenues:							\$0		\$0
Federal	1,062,623		1,062,623	57,006	\$1,119,629	\$2,139,840	\$3,259,469	7,285	\$3,266,754
State	821,383		821,383	-98,976	\$722,407	\$86,869	\$809,276		\$809,276
State-Shared	20,355,953	50,000	20,405,953		\$20,405,953		\$20,405,953		\$20,405,953
County/City Shared	120,000		120,000	17,000	\$137,000	\$10,000	\$147,000		\$147,000
Charges for Services:					\$0		\$0		\$0
Public Safety	165,000		165,000		\$165,000	\$25,000	\$190,000		\$190,000
Streets	11,130		11,130		\$11,130		\$11,130		\$11,130
Sanitation	2,220,000		2,220,000		\$2,220,000		\$2,220,000		\$2,220,000
Misc.	0		0		\$0		\$0		\$0
Fines & Forf.	1,602,000		1,602,000		\$1,602,000		\$1,602,000		\$1,602,000
Misc. Revenues	236,500		236,500		\$236,500	\$30,000	\$266,500		\$266,500
Transfers-In	665,840		665,840		\$665,840		\$665,840		\$665,840
Non-Revenue Receipts	2,326,000		2,326,000		\$2,326,000		\$2,326,000		\$2,326,000
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$34,052,029	\$50,000	\$34,102,029	-\$24,970	\$34,077,059	\$2,291,709	\$36,368,768	\$7,285	\$36,376,053
Beg. Fund Balance	2,550,000	449,600	2,999,600	207,742	\$3,207,342	\$356,007	3,563,349	523,266	4,086,615
Property Tax Levy	11,800,000	0	11,800,000		\$11,800,000		11,800,000		11,800,000
TOTAL AVAIL. REVENUES	\$48,402,029	\$499,600	\$48,901,629	\$182,772	\$49,084,401	\$2,647,716	\$51,732,117	\$530,551	\$52,262,668

THE GENERAL FUND EXPENDITURE BUDGETS:

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

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

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

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

	Original FY 2012 Budgets	November Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Total - Fire Dept.	\$7,090,996	\$9,804	\$7,100,800	\$0	\$7,100,800	\$101,164	\$7,201,964	16,304	\$7,218,268
Code Enforcement									
Personnel	\$500,455		\$500,455		\$500,455	\$19,411	\$519,866		\$519,866
Supplies & Expenses	31,200		31,200	2,497	\$33,697		33,697		33,697
Other Services & Charges	51,775	6,797	58,572		\$58,572		58,572		58,572
Capital Outlays	0		0		\$0		0		0
Total - Code Enforcement	\$583,430	\$6,797	\$590,227	\$2,497	\$592,724	\$19,411	\$612,135	0	\$612,135
Contractual Services - Public Safety									
Personnel	\$160,000		\$160,000		\$160,000		\$160,000		\$160,000
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	1,388,000		1,388,000		\$1,388,000	\$61,445	1,449,445	170,000	1,619,445
Capital Outlays	0		0		\$0		0		0
Total - Cont. Serv. - Public Safety	\$1,548,000	\$0	\$1,548,000	\$0	\$1,548,000	\$61,445	\$1,609,445	170,000	\$1,779,445
Public Services Cost Centers:									
Traffic Maint.									
Personnel	\$347,475		\$347,475		\$347,475		\$347,475	5,000	\$352,475
Supplies & Expenses	126,644	6,900	133,544		\$133,544	\$4,000	137,544		137,544
Other Services & Charges	56,078		56,078		\$56,078		56,078		56,078
Capital Outlays	122,000		122,000		\$122,000		122,000		122,000
Total - Traffic Maint.	\$652,197	\$6,900	\$659,097	\$0	\$659,097	\$4,000	\$663,097	5,000	\$668,097
Streets									
Personnel	\$1,750,166	\$100	\$1,750,266		\$1,750,266		\$1,750,266		\$1,750,266
Supplies & Expenses	446,700	4,050	450,750		\$450,750	\$2,000	452,750	29,000	481,750
Other Services & Charges	181,171		181,171	-16,000	\$165,171	\$29,000	194,171	25,000	219,171
Capital Outlays	0		0	16,000	\$16,000		16,000	-4,000	12,000
Total - Streets	\$2,378,037	\$4,150	\$2,382,187	\$0	\$2,382,187	\$31,000	\$2,413,187	50,000	\$2,463,187
Street Lights									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	1,100,000		1,100,000		\$1,100,000		1,100,000		1,100,000
Capital Outlays	0		0		\$0		0		0
Total - Street Lights	\$1,100,000	\$0	\$1,100,000	\$0	\$1,100,000	\$0	\$1,100,000	0	\$1,100,000
Engineering									
Personnel	\$325,293		\$325,293	\$2,060	\$327,353		\$327,353		\$327,353
Supplies & Expenses	15,720	446	16,166		\$16,166		16,166		16,166
Other Services & Charges	257,050		257,050		\$257,050		257,050	20,600	277,650
Capital Outlays	17,500		17,500		\$17,500		17,500		17,500
Total - Engineering	\$615,563	\$446	\$616,009	\$2,060	\$618,069	\$0	\$618,069	20,600	\$638,669
Shop									
Personnel	\$477,486		\$477,486		\$477,486		\$477,486		\$477,486
Supplies & Expenses	47,675		47,675		\$47,675	\$5,600	53,275		53,275
Other Services & Charges	44,351		44,351		\$44,351	\$7,000	51,351		51,351
Capital Outlays	0		0		\$0		0		0
Total - Shop	\$569,512	\$0	\$569,512	\$0	\$569,512	\$12,600	\$582,112	0	\$582,112
GOFS									
Personnel	\$302,807		\$302,807		\$302,807		\$302,807	4,000	\$306,807
Supplies & Expenses	22,600		22,600		\$22,600	-\$4,000	18,600		18,600
Other Services & Charges	14,255		14,255		\$14,255	\$10,280	24,535		24,535
Capital Outlays	0		0		\$0		0		0
Total - GOFS	\$339,662	\$0	\$339,662	\$0	\$339,662	\$6,280	\$345,942	4,000	\$349,942
Drainage									
Personnel	\$160,625	\$1,000	\$161,625		\$161,625		\$161,625	1,000	\$162,625
Supplies & Expenses	76,400	2,430	78,830		\$78,830		78,830		78,830
Other Services & Charges	436,000		436,000		\$436,000		436,000		436,000
Capital Outlays	310,000		310,000		\$310,000		310,000		310,000
Total - Drainage	\$983,025	\$3,430	\$986,455	\$0	\$986,455	\$0	\$986,455	1,000	\$987,455
Construction									
Personnel	\$578,864		\$578,864		\$578,864		\$578,864	4,000	\$582,864
Supplies & Expenses	88,834	6,000	94,834		\$94,834		94,834	4,000	98,834
Other Services & Charges	105,335		105,335		\$105,335	\$500	105,835		105,835
Capital Outlays	202,718	245	202,963		\$202,963	-\$245	202,718		202,718
Total - Construction	\$975,751	\$6,245	\$981,996	\$0	\$981,996	\$255	\$982,251	8,000	\$990,251
Sanitation									
Personnel	\$1,262,662		\$1,262,662		\$1,262,662	-\$19,411	\$1,243,251		\$1,243,251
Supplies & Expenses	279,350		279,350		\$279,350	\$35,000	314,350	25,000	339,350
Other Services & Charges	924,865		924,865		\$924,865	\$10,000	934,865	40,000	974,865
Capital Outlays	0		0		\$0		0		0
Total - Sanitation	\$2,466,877	\$0	\$2,466,877	\$0	\$2,466,877	\$25,589	\$2,492,466	65,000	\$2,557,466
Street Cleaning									
Personnel	\$68,778		\$68,778		\$68,778		\$68,778		\$68,778
Supplies & Expenses	19,800		19,800	5,000	\$24,800		24,800		24,800
Other Services & Charges	16,100		16,100	-5,000	\$11,100		11,100		11,100
Capital Outlays	210,000		210,000		\$210,000		210,000		210,000

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

	Original FY 2012 Budgets	November Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Total - Street Cleaning	\$314,678	\$0	\$314,678	\$0	\$314,678	\$0	\$314,678	0	\$314,678
Health									
Personnel	\$415,849		\$415,849		\$415,849		\$415,849		\$415,849
Supplies & Expenses	129,900		129,900		\$129,900	\$7,000	136,900	3,000	139,900
Other Services & Charges	8,650		8,650		\$8,650		8,650		8,650
Capital Outlays	0		0		\$0		0		0
Total - Health	\$554,399	\$0	\$554,399	\$0	\$554,399	\$7,000	\$561,399	3,000	\$564,399
Recap - Public Services:									
Personnel	\$5,690,005	\$1,100	\$5,691,105	\$2,060	\$5,693,165	-\$19,411	\$5,673,754	14,000	\$5,687,754
Supplies & Expenses	\$1,253,623	19,826	1,273,449	5,000	\$1,278,449	49,600	1,328,049	61,000	1,389,049
Other Services & Charges	\$3,143,855	0	3,143,855	-21,000	\$3,122,855	56,780	3,179,635	85,600	3,265,235
Capital Outlays	\$862,218	245	\$862,463	16,000	\$878,463	-245	\$878,218	-4,000	\$874,218
Total - Public Services	\$10,949,701	\$21,171	\$10,970,872	\$2,060	\$10,972,932	\$86,724	\$11,059,656	156,600	\$11,216,256
Animal Control									
Personnel	\$120,460		\$120,460		\$120,460		\$120,460		\$120,460
Supplies & Expenses	17,050		17,050		\$17,050	\$4,500	21,550		21,550
Other Services & Charges	116,113		116,113		\$116,113	\$2,000	118,113		118,113
Capital Outlays	23,000		23,000		\$23,000		23,000		23,000
Total - Animal Control	\$276,623	\$0	\$276,623	\$0	\$276,623	\$6,500	\$283,123	0	\$283,123
Human/Social Assist.									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	150,000		150,000		\$150,000		150,000		150,000
Capital Outlays			0		\$0		0		0
Total - Human/Social Assist.	\$150,000	\$0	\$150,000	\$0	\$150,000		\$150,000	0	\$150,000
Economic Dev.									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	160,000		160,000		\$160,000	\$2,000,000	2,160,000		2,160,000
Capital Outlays			0		\$0		0		0
Total - Economic Dev.	\$160,000	\$0	\$160,000	\$0	\$160,000		\$2,160,000	0	\$2,160,000
Debt Service									
Principal	\$1,521,125		\$1,521,125		\$1,521,125		\$1,521,125		\$1,521,125
Interest	221,160		\$221,160		\$221,160		\$221,160		\$221,160
Total Debt Service	\$1,742,285	\$0	\$1,742,285	\$0	\$1,742,285	\$0	\$1,742,285	0	\$1,742,285
Airport									
Personnel	\$93,780		\$93,780		\$93,780		\$93,780		\$93,780
Supplies & Expenses	54,029		54,029		\$54,029	\$4,500	58,529		58,529
Other Services & Charges	73,603	270	73,873		\$73,873		73,873	1,500	75,373
Capital Outlays	0		0		\$0		0		0
Total - Airport	\$221,412	\$270	\$221,682	\$0	\$221,682	\$4,500	\$226,182	1,500	\$227,682
Cemetery									
Personnel	\$592,288		\$592,288		\$592,288		\$592,288		\$592,288
Supplies & Expenses	84,100		84,100		\$84,100		84,100		84,100
Other Services & Charges	51,350	1,266	52,616		\$52,616		52,616		52,616
Capital Outlays	276,000		276,000		\$276,000		276,000		276,000
Total - Cemetery	\$1,003,738	\$1,266	\$1,005,004	\$0	\$1,005,004	\$0	\$1,005,004	0	\$1,005,004
Parking Garages									
Personnel	\$181,765		\$181,765		\$181,765		\$181,765		\$181,765
Supplies & Expenses	6,550		6,550		\$6,550	\$700	7,250		7,250
Other Services & Charges	120,902	30,000	150,902		\$150,902		150,902		150,902
Capital Outlays	28,020		28,020		\$28,020		28,020		28,020
Total - Parking Garages	\$337,237	\$30,000	\$367,237	\$0	\$367,237	\$700	\$367,937	0	\$367,937
Transfers to Other Funds	\$3,486,816	46,000	\$3,532,816	174,000	\$3,706,816	\$55,000	\$3,761,816		\$3,761,816
EXPENDITURES & TRANSFERS	\$46,265,437	\$499,600	\$46,765,037	\$182,772	\$46,947,809	\$647,716	\$49,595,525	530,551	\$50,126,076
Recap - General Fund									
Personnel	\$26,458,391	\$1,100	\$26,459,491	\$9,766	\$26,469,257	-\$1,934	\$26,467,323	14,000	\$26,481,323
Supplies & Expenses	2,771,353	70,288	2,841,641	19,097	2,860,738	91,151	2,951,889	126,100	3,077,989
Other Services & Charges	9,034,479	115,553	9,150,032	68,340	9,218,372	2,398,810	11,617,182	318,900	11,936,082
Capital Outlays	2,772,113	266,659	3,038,772	-88,431	2,950,341	104,689	3,055,030	71,551	3,126,581
Principal Payments	1,521,125	0	1,521,125	0	1,521,125	0	1,521,125	0	1,521,125
Interest Payments	221,160	0	221,160	0	221,160	0	221,160	0	221,160
Total - Gen. Fund Cost Centers	\$42,778,621	\$453,600	\$43,232,221	\$8,772	\$43,240,993	\$2,592,716	\$45,833,709	530,551	\$46,364,260
Transfers to Other Funds	3,486,816	46,000	3,532,816	174,000	3,706,816	55,000	3,761,816	0	3,761,816
Total - Expenditures & Transfers	\$46,265,437	\$499,600	\$46,765,037	\$182,772	\$46,947,809	\$2,647,716	\$49,595,525	\$530,551	\$50,126,076
Ending Cash Budget	\$2,136,592	\$0	\$2,136,592	\$0	\$2,136,592	\$0	\$2,136,592	\$0	\$2,136,592

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

	Original FY 2012 Budgets	Nov./Dec. Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	Feb/March/ April Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets
Parks & Recreation (Fund #2):									
Recreation Maint. Cost Center									
Personnel	\$916,639		\$916,639		\$916,639		\$916,639	24,330	\$940,969
Supplies & Expenses	291,985	2,058	294,043		\$294,043	30,000	324,043	15,000	339,043
Other Services & Charges	188,000	1,170	189,170	15,000	\$204,170	50,000	254,170		254,170
Capital Outlays	617,300	-110,545	506,755		\$506,755		506,755	151,140	657,895
Total - Recreation Maint.	\$2,013,924	-\$107,317	\$1,906,607	\$15,000	\$1,921,607	80,000	\$2,001,607	190,470	\$2,192,077
Recreation Admin.									
Personnel	\$442,373		\$442,373		\$442,373		\$442,373	44,440	\$486,813
Supplies & Expenses	88,962	8,000	96,962		\$96,962	-10,284	86,678	6,000	92,678
Other Services & Charges	426,350	250	426,600		\$426,600	14,284	440,884	16,000	456,884
Capital Outlays	0		0		\$0		0		0
Total - Recreation Admin.	\$957,685	\$8,250	\$965,935	\$0	\$965,935	4,000	\$969,935	66,440	\$1,036,375
Kamper Park Zoo									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	725,793		725,793		\$725,793		725,793	-241,929	483,864
Capital Outlays	0		0		\$0		0		0
Total - Kamper Park	\$725,793	\$0	\$725,793	\$0	\$725,793	0	\$725,793	-241,929	\$483,864
Recap - Parks & Recreation Fund:									
Personnel	\$1,359,012	\$0	\$1,359,012	\$0	\$1,359,012	\$0	\$1,359,012	68,770	\$1,427,782
Supplies & Expenses	380,947	10,058	391,005	0	\$391,005	19,716	410,721	21,000	431,721
Other Services & Charges	1,340,143	1,420	1,341,563	15,000	\$1,356,563	64,284	1,420,847	-225,929	1,194,918
Capital Outlays	617,300	-110,545	506,755	0	\$506,755	0	506,755	151,140	657,895
Total - Recreation Maint.	\$3,697,402	-\$99,067	\$3,598,335	\$15,000	\$3,613,335	\$84,000	\$3,697,335	\$14,981	\$3,712,316
Municipal Fire Protection (Fund #5):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	67,900		67,900		\$67,900	4,000	71,900		71,900
Other Services & Charges	26,000		26,000		\$26,000		26,000		26,000
Capital Outlays	423,761	24,615	448,376	11,000	\$459,376	-4,000	455,376		455,376
Principal Payments	144,870	0	144,870		\$144,870		144,870		144,870
Interest Payments	27,217	0	27,217		\$27,217		27,217		27,217
Total - Municipal Fire Prot. Fund	\$689,748	\$24,615	\$714,363	\$11,000	\$725,363	\$0	\$725,363	\$0	\$725,363
Special Streets (Fund #8):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	193,500	12,631	206,131		\$206,131		206,131		206,131
Capital Outlays	0		0		\$0		0		0
Total - Special Streets	\$193,500	\$12,631	\$206,131	\$0	\$206,131	0	\$206,131	0	\$206,131
Water & Sewer Operation & Maint. (Fund #9):									
Customer Accounts Cost Center									
Personnel	\$219,027		\$219,027		\$219,027		\$219,027		\$219,027
Supplies & Expenses	7,968		7,968		\$7,968		7,968		7,968
Other Services & Charges	114,505	2,325	116,830		\$116,830	4,900	121,730		121,730
Capital Outlays	0		0		\$0		0		0
Total - Customer Accounts	\$341,500	\$2,325	\$343,825	\$0	\$343,825	4,900	\$348,725	0	\$348,725
Water Transmission Cost Center									
Personnel	\$872,754		\$872,754		\$872,754		\$872,754		\$872,754
Supplies & Expenses	172,450		172,450		\$172,450	24,000	196,450		196,450
Other Services & Charges	406,100	150,000	556,100		\$556,100		556,100		556,100
Capital Outlays	204,000		204,000		\$204,000		204,000		204,000
Total - Water Trans.	\$1,655,304	\$150,000	\$1,805,304	\$0	\$1,805,304	24,000	\$1,829,304	0	\$1,829,304
Plant Cost Center									
Personnel	\$525,179		\$525,179		\$525,179		\$525,179		\$525,179
Supplies & Expenses	158,200	45,200	203,400		\$203,400	4,000	207,400		207,400
Other Services & Charges	895,700	8,690	904,390		\$904,390	87,500	991,890		991,890
Capital Outlays	23,500		23,500		\$23,500		23,500		23,500
Total - Plant	\$1,602,579	\$53,890	\$1,656,469	\$0	\$1,656,469	91,500	\$1,747,969	0	\$1,747,969
Sewer Cost Center									
Personnel	\$655,263	\$1,500	\$656,763		\$656,763		\$656,763		\$656,763
Supplies & Expenses	213,300	3,540	216,840		\$216,840	10,500	227,340	20,000	247,340
Other Services & Charges	498,100	160,025	658,125		\$656,125	281,650	937,775	4,000	941,775
Capital Outlays	423,000		423,000		\$423,000		423,000		423,000
Total - Water Trans.	\$1,787,663	\$165,065	\$1,952,728	\$0	\$1,952,728	292,150	\$2,244,878	24,000	\$2,268,878
Lagoon Cost Center									
Personnel	\$244,106		\$244,106		\$244,106		\$244,106		\$244,106
Supplies & Expenses	311,000		311,000		\$311,000	27,800	338,800	40,000	378,800
Other Services & Charges	1,497,000	216,256	1,713,256		\$1,713,256		1,713,256	112,000	1,825,256
Capital Outlays	50,000	30,000	80,000		\$80,000		80,000		80,000
Principal Payments	0		0		\$0		0		0
Interest Payments	0		0		\$0		0		0
Total - Lagoon Cost Center	\$2,102,106	\$246,256	\$2,348,362	\$0	\$2,348,362	27,800	\$2,376,162	152,000	\$2,528,162
Recap: Water & Sewer O & M Fund:									
Personnel	\$2,516,329	\$1,500	\$2,517,829	\$0	\$2,517,829	\$0	\$2,517,829	\$0	\$2,517,829
Supplies & Expenses	862,918	48,740	911,658	0	\$911,658	66,300	977,958	60,000	1,037,958
Other Services & Charges	3,409,405	537,296	3,946,701	0	\$3,946,701	374,050	4,320,751	116,000	4,436,751
Capital Outlays	700,500	30,000	730,500	0	\$730,500	0	730,500	0	730,500
Principal Payments	0	0	0	0	\$0	0	0	0	0

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

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

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

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

Municipal Road & Bridge (Fund #72):

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

Mass Transit (Fund #73):

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

Water & Sewer Construction (Fund #75):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	614,400		614,400	-144,000	\$470,400	-81,846	388,554		388,554
Capital Outlays	2,450,000	1,530,000	3,980,000	144,000	\$4,124,000	396,090	4,520,090	5,000,000	9,520,090
Total - W & S Construction Fund	\$3,064,400	\$1,530,000	\$4,594,400	\$0	\$4,594,400	\$314,244	\$4,908,644	\$5,000,000	\$9,908,644

Community Centers (Fund #77):

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

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

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

Community Dev. Block Grant (Fund #82):

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

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

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

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

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

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

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

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

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

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

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

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

	Original FY 2012 Budgets	Nov./Dec. Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	Feb/March/ April Amend'ts	Amended Budgets	Proposed May Amend'ts	Proposed Amended Budgets
Mississippi Dev. Bank Construction (Fund # 96):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0
Other Services & Charges			0		0		0		0
Capital Outlays	2,773,575	-2,385	2,771,190		2,771,190	-264,835	2,506,355		2,506,355
Total - MDB Fund	\$2,773,575	-\$2,385	\$2,771,190	\$0	\$2,771,190	-264,835	\$2,506,355	\$0	\$2,506,355
Kamper Park Imp. (Fund #98):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0
Other Services & Charges	0		0		0		0		0
Capital Outlays	325,000	-89,948	235,052		235,052		235,052		235,052
Total - Kamper Park Imp. Fund	\$325,000	-\$89,948	\$235,052	\$0	\$235,052	0	\$235,052	\$0	\$235,052
Series 2010 Water & Sewer G.O. Constr. (Fund #99):									
Personnel									
Supplies & Expenses									
Other Services & Charges			0		\$0		0		0
Capital Outlay	\$5,879,000	\$357,632	6,236,632		\$6,236,632		6,236,632		6,236,632
Total - Series 2010 Constr.	\$5,879,000	\$357,632	\$6,236,632	\$0	\$6,236,632		\$6,236,632		\$6,236,632
Series 2012 Water & Sewer Const. (Fund #94):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0
Other Services & Charges	0		0		0	169,406	169,406		169,406
Capital Outlays			0	0	\$0	11,939,566	11,939,566		11,939,566
Transfers Out	0		0		\$0	391,028	391,028		391,028
Total - Series 2006 Const.	\$0	\$0	\$0	\$0	\$0	12,500,000	\$12,500,000	\$0	\$12,500,000
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	\$58,675,316	\$3,117,140	\$61,792,456	\$771,886	\$62,564,342	\$14,970,514	\$77,534,856	\$5,386,460	\$82,921,316
General Fund	\$46,265,437	\$499,600	\$46,765,037	\$182,772	\$46,947,809	\$2,647,716	\$49,595,525	\$530,551	\$50,126,076
TOTAL EXPENDITURES & TRANS	\$104,940,753	\$3,616,740	\$108,557,493	\$954,658	\$109,512,151	\$17,618,230	\$127,130,381	\$5,917,011	\$133,047,392
Less: Interfund Transfers	-14,679,956	-46,005	-14,725,961	-174,000	-14,899,961	-1,051,028	-15,950,989	0	-15,950,989
TOTAL EXPENDITURES	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,917,011	\$117,096,403
Recap of City-Wide Expenditure Budgets:									
Personnel	\$31,617,517	\$2,800	\$31,620,317	\$9,766	\$31,630,083	-\$1,934	\$31,628,149	\$82,770	\$31,710,919
Supplies & Expenses	\$4,655,846	\$145,736	\$4,801,582	\$5,097	\$4,806,679	\$224,690	\$5,031,369	\$212,820	\$5,244,189
Other Services & Charges	\$17,450,799	\$800,165	\$18,250,964	-\$8,660	\$18,242,304	\$2,925,704	\$21,168,008	\$208,971	\$21,375,979
Capital Outlays	\$26,100,937	\$2,622,034	\$28,722,971	\$774,455	\$29,497,426	\$12,171,397	\$41,668,823	\$5,233,425	\$46,903,248
Principal Payments	8,092,186	0	8,092,186	0	8,092,186	1,232,245	9,324,431	0	9,324,431
Interest Payments	2,343,512	0	2,343,512	0	2,343,512	15,100	2,358,612	179,025	2,537,637
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,917,011	\$117,096,403

RESOLUTION

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

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

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

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,840,748	\$428,337	\$3,269,085	Adjust budget for grant expenditures; postage; equipment repair; advertising

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$700,033	\$114,136	\$814,169	Adjust budget for fuel costs; vehicle repairs; grant expenditures

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$991,050	\$360,838	\$1,351,888	Adjust budget for purchase orders carried over from prior year; grant expenditures

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Fire Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 58,000	\$102,748	\$160,748	Adjust budget for grant allocation

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Safety Contractual Services Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,388,000	\$231,445	\$1,619,445	Increase budget for prisoner housing and medical costs

Section 6. That the following budget amendments are hereby authorized to be made in the City's Public Services Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,253,623	\$135,426	\$1,389,049	Increase budget for fuel costs and vehicle repairs

Section 7. That the following budget amendments are hereby authorized to be made in the City's Parks & Recreation Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$380,947	\$50,774	\$431,721	Increase budget for fuel costs and summer day camp supplies

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$862,918	\$175,040	\$1,037,958	Increase budget for fuel costs and chemicals

Section 9. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer Operation & Maintenance Fund other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,409,405	\$1,027,346	\$4,436,751	Adjust budget for water & sewer line repairs; well closures; lagoon testing

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 880,564	\$179,025	\$1,059,589	Establish budget for debt service on Series 2011 bonds

Section 11. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer Construction Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,450,000	\$7,070,090	\$9,520,090	Adjust grant allocations for budgeted capital projects

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 15th day of May, 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 15th day of May, 2012.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$24,000
Licenses & Permits	4,441,600
Inter-governmental Revenues:	
Federal Grants	3,266,754
State Grants	809,276
State-Shared Revenues	20,405,953
County Shared Revenues	147,000
Charges for Services:	
Public safety	190,000
Streets	11,130
Sanitation	2,220,000
Misc.	0
Fines & Forfeits	1,602,000
Miscellaneous	266,500
Transfers-In	665,840
Non-Revenue Receipts	2,326,000
Total From All Sources	<u>36,376,053</u>
Other Than taxation	<u>36,376,053</u>
Beginning Cash and	
Investment Balance	4,086,615
Amount to be Raised by Tax Levy	11,800,000
TOTAL FROM ALL SOURCES	<u>\$52,262,668</u>

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	3,752,905
Supplies & Expenses	203,901
Other services & Charges	3,269,085
Capital Outlays	412,707
Total - General Government	<u>7,638,598</u>
Police Dept.:	
Personnel	8,906,741
Supplies & Expenses	814,169
Other services & Charges	520,018
Capital Outlays	1,351,888
Total - Police Dept.	<u>11,592,816</u>
Police & Fire Training:	
Personnel	31,470
Supplies & Expenses	147,978
Other services & Charges	191,263
Capital Outlays	0
Total - Police & Fire Training	<u>370,711</u>
Fire Dept.:	
Personnel	6,434,294
Supplies & Expenses	317,766
Other services & Charges	305,460
Capital Outlays	160,748
Total - Fire Dept.	<u>7,218,268</u>
Land Development Administration:	
Personnel	519,866
Supplies & Expenses	33,697
Other services & Charges	58,572
Capital Outlays	0
Total - Land Dev. Admin.	<u>612,135</u>

Public Safety Contractual Services:	
Personnel	160,000
Other services & Charges	1,619,445
Total - Pub. Safety Cont. Serv.	<u>1,779,445</u>
Public Services:	
Personnel	5,687,754
Supplies & Expenses	1,389,049
Other services & Charges	3,265,235
Capital Outlays	874,218
Total - Public Services	<u>11,216,256</u>
Animal Control	
Personnel	120,460
Supplies & Expenses	21,550
Other services & Charges	118,113
Capital Outlays	23,000
Total - Animal Control	<u>283,123</u>
Human/Social	
Other services & Charges	150,000
Total - Human/Social	<u>150,000</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	2,160,000
Capital Outlays	0
Total - Eco. Dev.	<u>2,160,000</u>
Debt Service:	
Principal Payments	1,521,125
Interest Payments	221,160
Total - Debt service	<u>1,742,285</u>
Airport	
Personnel	93,780
Supplies & Expenses	58,529
Other services & Charges	75,373
Capital Outlays	0
Total - Airport	<u>227,682</u>
Cemetery	
Personnel	592,288
Supplies & Expenses	84,100
Other services & Charges	52,616
Capital Outlays	276,000
Total - Cemetery	<u>1,005,004</u>
Parking Garages	
Personnel	181,765
Supplies & Expenses	7,250
Other services & Charges	150,902
Capital Outlays	28,020
Total - Parking Garages	<u>367,937</u>
Operating Transfers Out	3,761,816
Total Expenditures & Transfers	<u>50,126,076</u>
Ending Cash Balance	<u>\$2,136,592</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$52,262,668</u></u>

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

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

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

Charges for Services:

Culture & Recreation	44,200
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Miscellaneous	86,200
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Transfers-In	2,630,816
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Non-Revenue Receipts

Total From All Sources	
Other Than taxation	2,823,819

Beginning Cash and

Investment Balance	133,418
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Amount to be Raised by Tax Levy	800,000
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TOTAL FROM ALL SOURCES	\$3,757,237
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EXPENDITURES & ENDING CASH:

Culture & Recreation:

Personnel	1,427,782
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Supplies & Expenses	431,721
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Other services & Charges	1,194,918
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Capital Outlays	657,895
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Total Expenditures	\$3,712,316
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Cash balance at End of Year	44,921
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TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$3,757,237

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

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

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

EXPENDITURES & ENDING CASH:

Public Services:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

Personnel	2,517,829
Supplies & Expenses	1,037,958
Other services & Charges	4,436,751
Capital Outlays	730,500
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$8,723,038
Cash balance at End of Year	24,000
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$8,747,038

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$82,314
Interest	2,000
Non-Revenue receipts	1,642,115
Transfers-In	519,664
Total From All Sources	
Other Than taxation	2,246,093
Beginning Cash and	
Investment Balance	3,529,542
Amount to be Raised by Tax Levy	2,800,000
TOTAL FROM ALL SOURCES	\$8,575,635

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	4,646,845
Interest on Bonds	753,020
Other Services & Charges	205,019
Paying Agent Fees	18,000
Total Expenditures	\$5,622,884
Cash balance at End of Year	2,952,751
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$8,575,635

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

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

EXPENDITURES & ENDING CASH:

Public Services:

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

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

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$6,685,712
Miscellaneous	69,160
Transfers-In	1,300,000
Non-Revenue Receipts	313,731
Total From All Sources	
Other Than taxation	8,368,603
Beginning Cash and	
Investment Balance	1,540,041
TOTAL FROM ALL SOURCES	\$9,908,644

EXPENDITURES & ENDING CASH:

Other services & Charges	\$388,554
Capital Outlays	9,520,090
Total Expenditures	9,908,644
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$9,908,644

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

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

Personnel	234,010
Supplies & Expenses	9,500
Other services & Charges	645,403
Capital Outlays	1,742,334
Transfers	<u>80,000</u>
Total Expenditures	<u>\$2,711,247</u>
Cash balance at End of Year	<u>20,386</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$2,731,633</u></u>

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

SERIES 2001 BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

MDB CAPITAL PROJECTS FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

SERIES 2010 WATER & SEWER BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

RESOLUTION

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

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

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

HATTIESBURG:

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

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,840,748	\$428,337	\$3,269,085	Adjust budget for grant expenditures; postage; equipment repair; advertising

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$700,033	\$114,136	\$814,169	Adjust budget for fuel costs; vehicle repairs; grant expenditures

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$991,050	\$360,838	\$1,351,888	Adjust budget for purchase orders carried over from prior year; grant expenditures

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Fire Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 58,000	\$102,748	\$160,748	Adjust budget for grant allocation

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Safety Contractual Services Other Services & Charges

Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,388,000	\$231,445	\$1,619,445	Increase budget for prisoner housing and medical costs

Section 6. That the following budget amendments are hereby authorized to be made in the City's Public Services Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,253,623	\$135,426	\$1,389,049	Increase budget for fuel costs and vehicle repairs

Section 7. That the following budget amendments are hereby authorized to be made in the City's Parks & Recreation Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$380,947	\$50,774	\$431,721	Increase budget for fuel costs and summer day camp supplies

Section 8. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer Operation & Maintenance Fund Supplies Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$862,918	\$175,040	\$1,037,958	Increase budget for fuel costs and chemicals

Section 9. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer Operation & Maintenance Fund other Services & Charges

Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,409,405	\$1,027,346	\$4,436,751	Adjust budget for water & sewer line repairs; well closures; lagoon testing

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 880,564	\$179,025	\$1,059,589	Establish budget for debt service on Series 2011 bonds

Section 11. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer Construction Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,450,000	\$7,070,090	\$9,520,090	Adjust grant allocations for budgeted capital projects

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

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

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

YEAS:	Bradley	NAYS:	None
	Delgado		
	Carroll		
	Ware		
	Naylor		

The President thereby declared the motion carried and the Resolution adopted, this the 15th day of May, 2012.

(S E A L)

ATTEST:

Dulce X Bernardo
CLERK OF COUNCIL

ADOPTED:

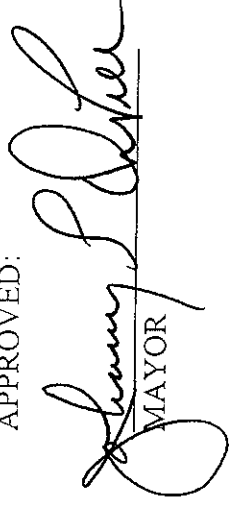
F. Brault
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 15th day of May, 2012.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0808

File ID: 2012-0808

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 05/10/2012

Brief Title: Resolution declaring one 2005 garbage truck surplus and authorize the sale of garbage truck to Mt. Olive

Final Action: 05/15/2012

Minute Book Number: MB 2012-1/149-150

Title:

Adopt a Resolution declaring one (1) 2005 Garbage Truck (Unit 14411, 1HTWCAAR45J002603) surplus and authorize sale of said garbage truck to the City of Mt. Olive in the amount of \$7000.00.

Notes:

Sponsors:

Enactment Date:

Attachments: resolution.MT Olive, executed resolution 2012-46 MT Olive

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Adopt a Resolution declaring one (1) 2005 Garbage Truck (Unit 14411, 1HTWCAAR45J002603) surplus and authorize sale of said garbage truck to the City of Mt. Olive in the amount of \$7000.00.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0808

Title

Adopt a Resolution declaring one (1) 2005 Garbage Truck (Unit 14411, 1HTWCAAR45J002603) surplus and authorize sale of said garbage truck to the City of Mt. Olive in the amount of \$7000.00.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines one (1) 2005 Int.740 Garbage Truck, Unit 14411, VIN 1HTWCAAR45J002603, be surplus and not necessary to the future operation of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to convey said vehicle in accordance with appropriate Miss Code statues; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to sell one (1) 2005 International 740, Unit 14411 (VIN 1HTWCAAR45J002603) to the City of Mt. Olive, in the amount of \$7000.00 in its current condition; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council does hereby declare surplus one (1) 2005 International 740 Garbage Truck (VIN 1HTWCAAR45J002603) Unit 1411 and hereby dispose the same to the City of Mt. Olive for the amount of \$7000.00.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 15th day of May, 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 15th day of May, 2012.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines one (1) 2005 Int.740 Garbage Truck, Unit 14411, VIN 1HTWCAAR45J002603, be surplus and not necessary to the future operation of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to convey said vehicle in accordance with appropriate Miss Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to sell one (1) 2005 International 740, Unit 14411 (VIN 1HTWCAAR45J002603) to the City of Mt. Olive, in the amount of \$7000.00 in its current condition; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council does hereby declare surplus one (1)2005 International 740 Garbage Truck (VIN 1HTWCAAR45J002603) Unit 1411 and hereby dispose the same to the City of Mt. Olive for the amount of \$7000.00.

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

YEAS:	Bradley	NAYS: None
	Delgado	
	Carroll	
	Ware	
	Naylor	

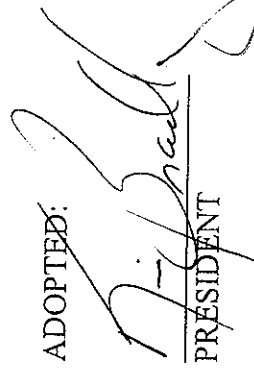
The President thereby declared the motion carried and the resolution adopted, this the 15th day of May, 2012.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

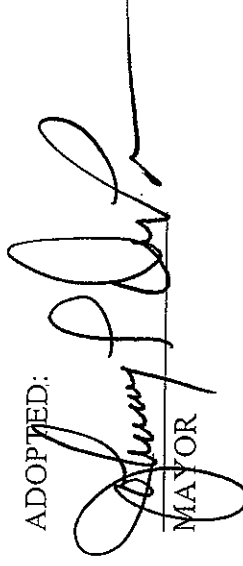

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 15th day of May, 2012.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0781

File ID: 2012-0781

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: Amend Resolution declaring surplus two (2) Crown Victorias from the Police Department; Donate said vehicles to the City of State Line.

Final Action: 05/15/2012

Minute Book Number: MB 2012-1/150

Title:

Adopt Amended Resolution declaring surplus One (1) 2006 Ford Crown Victoria (Unit #15150 - 2FAFP71W36X133478) and One (1) 2007 Ford Crown Victoria (Unit #15783 - 2FAFP71W17X130730); Authorize the donation of said vehicles to the City of State Line Police Department and Removal of said vehicles from inventory.

Notes:

Sponsors:

Enactment Date:

Attachments: 05-15-Rescind Minute Book Number for Vehicles.pdf, Amended resolution, executed RES 2012-47 Amended resolution

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt Amended Resolution declaring surplus One (1) 2006 Ford Crown Victoria (Unit #15150 - 2FAFP71W36X133478) and One (1) 2007 Ford Crown Victoria (Unit #15783 - 2FAFP71W17X130730); Authorize the donation of said vehicles to the City of State Line Police Department and Removal of said vehicles from inventory.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2012-0781

Title

Adopt Amended Resolution declaring surplus One (1) 2006 Ford Crown Victoria (Unit #15150 - 2FAFP71W36X133478) and One (1) 2007 Ford Crown Victoria (Unit #15783 - 2FAFP71W17X130730); Authorize the donation of said vehicles to the City of State Line Police Department and Removal of said vehicles from inventory.

Summary

Amended resolution - Declare Surplus Two (2) Crown Victorias from the Police Department; Donate said vehicles to the City of State Line.



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Frazier Bolton, Chief of Police

MEMORANDUM

TO: Mayor DuPree & Council
FROM: Chief Frazier Bolton 
DATE: May 3, 2012
RE: **Revision to Minute Book File Number 2012-0674**

This memo is to request cancellation of minute book File Number 2012-0674 and requesting to adopt the two mentioned vehicles below.

One (1) 2006 Ford Crown Vic (Unit 15150) – 2FAFP71W36X133478
One (1) 2007 Ford Crown Vic (Unit 15779) – 2FAFP71W17X130730

If you have any questions, please feel free to contact me.

FB/tl

cc: Captain D.J. Davis

AMENDED RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following vehicles:

<u>Unit #</u>	<u>Make/Model</u>	<u>MFR Date</u>	<u>VIN</u>
15150	Ford Crown Vic	2006	2FAFP71W36X133478
15783	Ford Crown Vic	2007	2FAFP71W17X130730

To be surplus and not necessary to the future operation of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to convey said vehicles in accordance with appropriate Miss Code statues; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to convey one (1) 2006 Ford Crown Vic (Units 15150 2FAFP71W36X133478) and one (1) 2007 Ford Crown Vic (Unit 15783 2FAFP71W17X130730) to the City of State Line; and

WHEREAS, this Resolution is correcting identifying information for said vehicles being conveyed to the City of State Line (at MB 2012-1/98).

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby declare surplus the following vehicle:

<u>Unit #</u>	<u>Make/Model</u>	<u>MFR Date</u>	<u>VIN</u>
15150	Ford Crown Vic	2006	2FAFP71W36X133478
15783	Ford Crown Vic	2007	2FAFP71W17X130730

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 15th day of May, 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 15th day of May, 2012.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

AMENDED RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following vehicles:

<u>Unit #</u>	<u>Make/Model</u>	<u>MFR Date</u>	<u>VIN</u>
15150	Ford Crown Vic	2006	2FAFP71W36X133478
15783	Ford Crown Vic	2007	2FAFP71W17X130730

To be surplus and not necessary to the future operation of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to convey said vehicles in accordance with appropriate Miss Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to convey one (1) 2006 Ford Crown Vic (Units 15150 2FAFP71W36X133478) and one (1) 2007 Ford Crown Vic (Unit 15783 2FAFP71W17X130730) to the City of State Line; and

WHEREAS, this Resolution is correcting identifying information for said vehicles being conveyed to the City of State Line (at MB 2012-1/98).

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby declare surplus the following vehicle:

<u>Unit #</u>	<u>Make/Model</u>	<u>MFR Date</u>	<u>VIN</u>
15150	Ford Crown Vic	2006	2FAFP71W36X133478
15783	Ford Crown Vic	2007	2FAFP71W17X130730

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

YEAS:	Bradley	NAYS: None
	Delgado	
	Carroll	
	Ware	
	Naylor	

The President thereby declared the motion carried and the resolution adopted, this the 15th day of May, 2012.

(SEAL)

ATTEST:

Dulcie H. Bernards
CLERK OF COUNCIL

ADOPTED:

De Bradley
PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 15th day of May, 2012.

ATTEST:

Edwin P. Mayo
CITY CLERK

ADOPTED:

Jimmy S. Del
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0737

File ID: 2012-0737

Type: Regular Agenda Item

Status: Removed

Version: 1

Reference:

In Control: City Council

File Created: 04/23/2012

Brief Title: Request for CDBG contract date extension for the Wis-Pak (South Lagoon Aerators) Project.

Final Action: 05/15/2012

Minute Book Number: MB2012-1/136 Remov

Title:

Authorize Mayor to execute four (4) copies of a request for Budget Modification on CDBG Project No. R-103-205-01-KED, Wis-Pak (South Lagoon Aeration Project), to extend the contract date.

Notes:

Sponsors:

Enactment Date:

Attachments: MDA Budget Modification No. 4

Enactment Number:

Contact:

Meeting Date: 05/01/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/01/2012	Remove				
	Action Text:	Removed.					
1	City Council	05/15/2012	Authorize				Pass
	Action Text:	A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Authorize Mayor to execute four (4) copies of a request for Budget Modification on CDBG Project No. R-103-205-01-KED, Wis-Pak (South Lagoon Aeration Project), to extend the contract date.					
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor						
	Nays: 0						
		Yea: 5	President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor				
	TEL-No Vote:		0				

Text of Legislative File 2012-0737

Title

Authorize Mayor to execute four (4) copies of a request for Budget Modification on CDBG Project No. R-103-205-01-KED, Wis-Pak (South Lagoon Aeration Project), to extend the contract date.

Summary

Authorize Mayor to execute four (4) copies of a request for Budget Modification on CDBG Project No. R-103-205-01-KED, Wis-Pak (South Lagoon Aeration Project), to extend the contract date.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MISSISSIPPI DEVELOPMENT AUTHORITY

MODIFICATION SIGNATURE SHEET

501 North West Street • Post Office Box 849

Jackson, Mississippi 39205

1. Recipient's Name, Address and Telephone No. City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39403 601-545-4501				2. Effective Date 3. Contract Number: Grant Number: R-103-205-01-KED R-103-205-01-KED 4. Modification Number: 4 5. Grant Identifier: (Funding Source & Year) CDFA# 14.219 & 14.228 6. Beginning & Ending Dates: 01-07-09 / 08-31-12	
7. Page 1 of 3					
8. As a result of this Modification, funds obligated are changed as follows:					
	KCDBG	Other: Local	Other: Private		
From	\$ 2,661,755.00	\$ 985,400.00	\$ 49,000,000.00		
To	\$ 2,661,755.00	\$ 985,400.00	\$ 49,000,000.00		
Increase of	\$ -		\$ -		
Decrease of	\$ -				
9. The above recipient is hereby modified as follows: To extend contract date					
10. Except a hereby modified, all terms and conditions of the subcontract remain unchanged.					
11. Approved for Agency:		12. Approved for Recipient:			
Signature _____ Name: Steve Hardin Title: Director Community Services Division	Date _____	Signature _____ Name: Johnny Dupree Title: Mayor	Date _____		



City of Hattiesburg, MS

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

Master

File Number: 2012-0773

File ID: 2012-0773

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/04/2012

Brief Title: Request for Cash and Summary Support Sheet No. 1
for the Wastewater Treatment / USA Yeast Project.

Final Action: 05/15/2012

Minute Book Number: MB 2012-1/150-151

Title:

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 1 in the amount of \$23,000.00 for Administrative Expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast and authorize manual check for same.

Notes: 075695.7220.51

Sponsors:

Enactment Date:

Attachments: Request for Cash No 1

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Authorize				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 1 in the amount of \$23,000.00 for Administrative Expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / USA Yeast and authorize manual check for same.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0773

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 1 in the amount of \$23,000.00 for Administrative Expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast and authorize manual check for same.

Summary

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 1 in the amount of \$23,000.00 for Administrative Expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast and authorize manual check for same.

Budget Information

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

MEMO

DATE: April 25, 2012
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Michele Moore
Jimmy G. Gouras Urban Planning
RE: City of Hattiesburg
CDBG Project #R-103-205-03-KED
Wastewater Treatment/USA Yeast
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Jimmy Gouras

Invoice number 9371 in the amount of \$23,000.00
For Administration expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 1" in the amount of \$23,000.00 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 1" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Mississippi Development Authority
REQUEST FOR CASH**

Section A: General Information			Bank Information			Section B: Project Information		
Applicant Name: City of Hattiesburg	Electronic Transfer	06530027	Grant No.	Contract No.	Request No.			
Mailing Address P.O. Box 1898	Bank Account	4800186627	R-103-06	R-103-205-03-KED	1			
Street Address	Bank Name:	Trustmark National Bank	FOR MDA USE ONLY Vendor No.					
City, State Zip Hattiesburg, MS 39403-1898	Address	P.O. Box 1071						
Telephone No. 601-554-1014	City, State Zip	Hattiesburg, MS 39403-1071	IDIS Voucher Number					
Fax Number	Telephone No.	601-469-3663						
Email Address	Services Rendered		Approval for Payment					
	From	To						
	April 1, 2012	Thru April 25, 2012						

Section C: Request Per Activity	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance
1	Administration	\$ 90,000.00		\$ 23,000.00	\$ 67,000.00
2	Application Preparation	\$ 10,000.00			\$ 10,000.00
3	Architect/Engineering	\$ 351,000.00			\$ 351,000.00
4	Evaporator Module Equipment	\$ 4,549,000.00			\$ 4,549,000.00
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
11					\$ -
Total:		\$ 5,000,000.00	\$ -	\$ 23,000.00	\$ 4,977,000.00

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official _____

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Date Signed _____

Debra Tompkins

Prepared By _____

601-636-7121

Preparer's Telephone No.

4/25/2012

Date Prepared

**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant City of Hattiesburg Request No: 1 Grant Number: R-103-06
 Period Cost - Beginning April 1, 2012 Ending Date: April 25, 2012 Contract Number: R-103-205-03-KED

1. Activity: Administration		Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Administration		Jimmy Gouras	9371	\$23,000.00		\$23,000.00
B.							\$0.00
C.							
D.							
				Subtotal:	\$23,000.00	\$-	\$23,000.00

2. Activity:		Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.							\$0.00
B.							\$0.00
C.							
D.							
				Subtotal:	\$-	\$-	\$-

3. Activity:		Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.							\$0.00
B.							
C.							
D.							
				Subtotal:	\$-	\$-	\$-

Cash Summary Support Sheet

Applicant City of Hattiesburg

Request No:

1

Grant Number:

R-103-06

Contract Number:

R-103-205-03-KED

4. Activity:

Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.					\$0.00
B.					
C.					
D.					
Subtotal:			\$0.00	\$0.00	\$0.00

5. Activity:

Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.					\$0.00
B.					\$0.00
C.					
D.					
Subtotal:			\$0.00	\$0.00	\$0.00

6. Activity:

Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.					\$0.00
B.					
C.					
D.					
Subtotal:			\$0.00	\$0.00	\$0.00

Cumulative Match Expended To Date:

GRAND TOTAL:	\$23,000.00	\$	-	\$	23,000.00
--------------	-------------	----	---	----	-----------

Cumulative Federal Expended To Date:

\$23,000.00

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expeditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.
I hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Applicant:	City of Hattiesburg
Request for Cash Number:	1

Contract Number:	R-103-205-03-KED
Total Amount Requested: \$	23,000.00

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration Engineering	\$ 90,000.00	\$ -	\$ 23,000.00	\$ 67,000.00
Specific Line Items as Listed in the Budget:				\$ -
Application Preparation	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Architect/Engineering	\$ 351,000.00	\$ -	\$ -	\$ 351,000.00
Evaporator module Equipment	\$ 4,549,000.00	\$ -	\$ -	\$ 4,549,000.00
		\$ -	\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Budget	\$ 5,000,000.00	\$ -	\$ 23,000.00	\$ 4,977,000.00

Total Funds Request to Date:		\$	23,000.00
Amount of Other Funds Expended to Date:		\$	0.00
CDBG Project Balance		\$	4,977,000.00
Period of Projected Cash Needs - Beginning:	April 1, 2012	Thru	April 25, 2012

TODAY'S DATE		TOTAL CONTRACT	
CONTRACT BEGIN DATE	4/25/2012	BUDGET	\$ 5,000,000.00
(FROM CONTRACT)		TOTAL AMOUNT SPENT	
CONTRACT END DATE	2/17/2012	TO DATE	\$ 23,000.00
(FROM CONTRACT)		% TOTAL CONTRACT	
CONTRACT EXTENSION (MONTHS)	2/17/2015	BUDGET SPENT	0.46%
(ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET	
		REMAINING	99.54%
FINAL CONTRACT COMPLETION DATE	2/17/2015	CONSTRUCTION	
		BUDGET AMOUNT	\$ 4,549,000.00
CONTRACT DURATION (MONTHS)	36.00	TOTAL CONSTRUCTION	
		DOLLARS SPENT TO	\$ -
% OF CONTRACT PERIOD ELAPSED	6.21%	% CONSTRUCTION	
		BUDGET SPENT	0.00%
% OF CONTRACT PERIOD REMAINING	93.79%		

STATEMENT FOR SERVICES RENDERED

CITY OF HATTIESBURG

**KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
ECONOMIC DEVELOPMENT**

**PROJECT NO. R-103-205-03-KED
WASTEWATER TREATMENT/USA YEAST**

April 25, 2012

INVOICE #9371

Application Preparation	\$10,000
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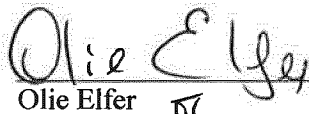
Environmental Review	\$6,500
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For services from Notification of Grant Award to Release of funds from the Mississippi Development Authority including, but not limited to: establishment of local government's record keeping and financial management system in accordance with all Federal and State laws and regulation; preparation of a Fair Housing and Section 3 Plan; preparation of all required Resolution; assist the local government in procuring professional services as needed; review of contracts for professional services; preparation of cost analysis for procurement of each professional service; review and approve grant agreements; and any other services necessary to implement the local government's project.

\$6,500

TOTAL DUE

\$ 23,000


Olie Elfer

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.



City of Hattiesburg, MS

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

Master

File Number: 2012-0783

File ID: 2012-0783

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: Request for Cash and Summary Support Sheet No. 25- Wis-Pak.

Final Action: 05/15/2012

Minute Book Number: MB2012-1/151

Title:

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 25 in the amount of \$12,620.88 for expenses related to CDBG Project #R-103-205-01-KED Wis-Pak.

Notes:

Sponsors:

Enactment Date:

Attachments: Request for Cash No 25

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Authorize				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Carroll to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 25 in the amount of \$12,620.88 for expenses related to CDBG Project #R-103-205-01-KED Wis-Pak.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0783

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 25 in the amount of \$12,620.88 for expenses related to CDBG Project #R-103-205-01-KED Wis-Pak.

Summary

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 25 in the amount of \$12,620.88 for expenses related to CDBG Project #R-103-205-01-KED Wis-Pak.

Budget Information

\$12,620.88 Reimbursement

Expenditure Type

Purchasing Item

Publication Information

MEMO

DATE: May 7, 2012
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Michele Moore
Jimmy G. Gouras Urban Planning
RE: City of Hattiesburg
CDBG Project #R-103-205-01-KED
Wis-Pak
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Shows, Dearman, Waits

Invoice number 16829 in the amount of \$10,800.48

For Architect/Engineering expense

CDBG	\$10,044.45	Match	\$756.03
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2. Shows, Dearman, Waits

Invoice number 16892 in the amount of \$2,770.35

For Architect/Engineering expense

CDBG	\$2,576.43	Match	\$193.92
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Also enclosed is "Request for Cash and Summary Support Sheet No. 25" in the amount of \$12,620.88 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 25" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Mississippi Development Authority
REQUEST FOR CASH**

Section A: General Information

Applicant Name: City of Hattiesburg
Mailing Address P.O. Box 1898
Street Address
City, State ZIP Hattiesburg, MS 39403-1898
Telephone No. 601-554-1014

Fax Number
Email Address

Bank Information

Electronic Transfer 06530027
Bank Account 4800186627
Bank Name: Trustmark National Bank
Address P.O. Box 1071
City, State ZIP Hattiesburg, MS 39403-1071
Telephone No. 601-459-3663

Section B: Project Information

Grant No. R-103-06 Contract No. R-103-205-01-KED Request No. 25

FOR MDA USE ONLY

Vendor No.

IDIS Voucher Number

Approval for Payment

Section C: Request Per Activity

Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1 Administration	\$ 56,651.00	\$ 46,651.00		\$ 10,000.00	
2 Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -	
3 Architectural/Engineering	\$ 199,811.00	\$ 180,873.49	\$ 12,620.88	\$ 6,316.63	
4 Contingency	\$ 127,427.00			\$ 127,427.00	
5 Sewer & Water Improvements	\$ 2,267,866.00	\$ 2,141,110.04		\$ 126,755.96	
6				\$ -	
8				\$ -	
9				\$ -	
10				\$ -	
11				\$ -	
Total:	\$ 2,661,755.00	\$ 2,378,634.53	\$ 12,620.88	\$ 270,499.59	

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official

Date Signed

Debra Tompkins

Prepared By

5/7/2012

Date Prepared

Johnny DuPre, Mayor

Typed Name and Title of Authorized Official

601-638-7121

Preparer's Telephone No.

**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant City of Hattiesburg Request No: 25 Grant Number: R-103-06
 Period Cost - Beginning January 26, 2012 Ending Date: March 24, 2012 Contract Number: R-103-205-01-KED

1. Activity: <u>Administration</u>				(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share	
A. <u>Administration</u>						\$0.00
B. <u>Administration</u>						
C. <u>Administration</u>						
D. <u>Administration</u>						
Subtotal:			<u>\$0.00</u>	<u>\$</u>		<u>\$0.00</u>

2. Activity: <u>Architect/Engineering</u>				(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share	
A. <u>Architect/Engineering</u>	<u>Shows, Dearman, Waitis</u>	<u>16892</u>	<u>\$2,770.35</u>	<u>\$193.92</u>	<u>\$2,576.43</u>	
B. <u>Architect/Engineering</u>	<u>Shows, Dearman, Waitis</u>	<u>16829</u>	<u>\$10,800.48</u>	<u>\$756.03</u>	<u>\$10,044.45</u>	
C. <u>Architect/Engineering</u>						\$0.00
D. <u>Architect/Engineering</u>						\$0.00
Subtotal:			<u>\$13,570.83</u>	<u>\$949.95</u>	<u>\$</u>	<u>12,620.88</u>

3. Activity: <u>Sewer & Water Improvement</u>				(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share	
A. <u>Sewer & Water Improvement</u>						\$0.00
B. <u>Sewer & Water Improvement</u>						\$0.00
C. <u>Sewer & Water Improvement</u>						
D. <u>Sewer & Water Improvement</u>						
Subtotal:			<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

Cash Summary Support Sheet

Page 2 of 2

Applicant City of Hattiesburg

Request No: 25

25

Grant Number: R-103-06

Contract Number: R-103-205-01-KED

R-103-06
R-103-205-01-KED

4. Activity: _____

Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.	_____	_____	_____	_____	\$0.00
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
Subtotal:			\$0.00	\$0.00	\$0.00

5. Activity: _____

Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.	_____	_____	_____	_____	\$0.00
B.	_____	_____	_____	_____	\$0.00
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
Subtotal:			\$0.00	\$0.00	\$0.00

6. Activity: _____

Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.	_____	_____	_____	_____	\$0.00
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
Subtotal:			\$0.00	\$0.00	\$0.00

Cumulative Match Expended To Date: _____

\$853,672.06 GRAND TOTAL:

\$13,570.83

\$

949.95

\$

12,620.88

Cumulative Federal Expended To Date: _____

\$2,391,255.41

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expeditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.
I hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

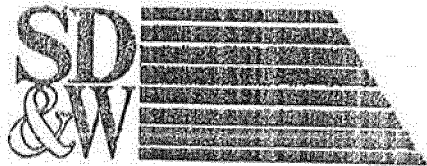
Applicant: City of Hattiesburg Contract Number: R-103-205-01-KED
 Request for Cash Number: 25 Total Amount Requested: \$ 12,620.88

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	\$ 56,651.00	\$ 46,651.00	\$ -	\$ 10,000.00
Engineering				
Specific Line Items as Listed in the Budget:				
Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -
Architectural/Engineering	\$ 199,811.00	\$ 180,873.49	\$ 12,620.88	\$ 6,316.63
Contingency	\$ 127,427.00			\$ 127,427.00
Sewer & Water Improvements	\$ 2,267,866.00	\$ 2,141,110.04	\$ -	\$ 126,755.96
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Budget	\$ 2,661,755.00	\$ 2,378,634.53	\$ 12,620.88	\$ 270,499.59

Total Funds Request to Date: \$ 2,391,255.41
 Amount of Other Funds Expended to Date: \$853,672.06
 CDBG Project Balance \$ 270,499.59
 Period of Projected Cash Needs - Beginning: January 26, 2012 Thru March 24, 2012

TODAY'S DATE	5/7/2012	TOTAL CONTRACT BUDGET	\$ 2,661,755.00
CONTRACT BEGIN DATE (FROM CONTRACT)	1/7/2009	TOTAL AMOUNT SPENT TO DATE	\$ 2,391,255.41
CONTRACT END DATE (FROM CONTRACT)	1/7/2012	% TOTAL CONTRACT BUDGET SPENT	89.84%
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	10.16%
FINAL CONTRACT COMPLETION DATE	1/7/2012	CONSTRUCTION BUDGET AMOUNT	\$ 2,395,293.00
CONTRACT DURATION (MONTHS)	36.00	TOTAL CONSTRUCTION DOLLARS SPENT TO	\$ 2,141,110.04
% OF CONTRACT PERIOD ELAPSED	111.05%	% CONSTRUCTION BUDGET SPENT	89.39%
% OF CONTRACT PERIOD REMAINING	-11.05%		

Enter number from Cash Request.
 Enter number from Cash Request.



Shows, Dearman, and Walls Inc.
P. O. Box 1711
Hattiesburg, MS 39403-1711
Phone: 601.544.1821

RECEIVED
4/5/12

CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

April 05, 2012
Project No: 1247.001
Invoice No: 16892

Manager Kyle Wallace

Project 1247.001 Project Phoenix - KCDBO

Professional Services for the Period: February 26, 2012 to March 24, 2012

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
Auto Cad Technician				
Smith, Larry	4.00	24.50	98.00	
Temple, Patricia	18.50	11.25	208.13	
Construction Observer				
Tingle, William	17.00	25.00	425.00	
Design Engineer				
Connolly, Nicholas	4.00	48.08	192.32	
Totals	43.50		923.45	
Total Labor		3.0 times	923.45	2,770.35
TOTAL				\$2,770.35

\$2,770.35

Outstanding Invoices

Number	Date	Balance
16613	9/29/2011	.68
16688	12/1/2011	3,651.96
16732	1/5/2012	5,094.36
Total		8,747.00

Total Now Due \$11,517.35

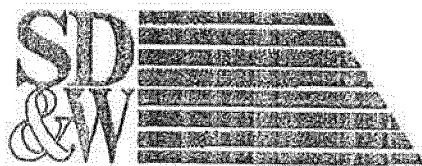
APPROVED FOR PAYMENT

DATE 4-9-12

SIGNATURE

75695.7220.46 ENTERED
2009-1/504-527

0R132271



Shows, Dearman, and Watts Inc.
P. O. Box 1711
Hattiesburg, MS 39403-1711
Phone: 601.544.1821

CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

March 01, 2012
Project No: 1247.001
Invoice No: 16829

Manager Kyle Wallace

Project 1247.001 Project Phoenix - KCDBG

Professional Services for the Period: January 26, 2012 to February 25, 2012

So. Lagoon Aeration

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
Auto Cad Technician				
Sullivan, Richard	.50	26.00	13.00	
Temple, Patricia	1.50	11.25	16.88	
Construction Observer				
Tingle, William	88.00	25.00	2,200.00	
Design Engineer				
Connolly, Nicholas	14.00	48.08	673.12	
Wallace, Kyle	14.50	48.08	697.16	
Totals	118.50		3,600.16	
Total Labor		3.6 times	3,600.16	10,800.48
		TOTAL		\$10,800.48
				\$10,800.48

APPROVED FOR PAYMENT

DATE 3/16/12

SIGNATURE

075695. 7220.46

2009-1/504-527

Project Phoenix & Upgrade S. Lagoon



City of Hattiesburg, MS

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

Master

File Number: 2012-0784

File ID: 2012-0784

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: Request for Cash and Summary Support Sheet No.
15- Fire Station.

Final Action: 05/15/2012

Minute Book Number: MB2012-1/151

Title:

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 15 in the amount of \$7,283.69 for expenses related to CDBG Project #R-110-205-01-GZ Fire Station, and authorize issue of manual check for payment of invoices upon receipt of reimbursement.

Notes:

Sponsors:

Enactment Date:

Attachments: Request for Cash No 15 - Fire Station

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Authorize				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 15 in the amount of \$7,283.69 for expenses related to CDBG Project #R-110-205-01-GZ Fire Station, and authorize issue of manual check for payment of invoices upon receipt of reimbursement.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0784

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 15 in the amount of \$7,283.69 for expenses related to CDBG Project #R-110-205-01-GZ Fire Station, and authorize issue of manual check for payment of invoices upon receipt of reimbursement.

Summary

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 15 in the amount of \$7,283.69 for expenses related to CDBG Project #R-110-205-01-GZ Fire Station.

Budget Information

\$7,283.69 Reimbursement

Expenditure Type

Purchasing Item

Publication Information

MEMO

DATE: April 17, 2012
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Michele Moore
Jimmy G. Gouras Urban Planning
RE: City of Hattiesburg
Project #R-110-205-01-GZ
Fire Station
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Jimmy Gouras
Invoice number 9352 in the amount of \$10,734.06
For Administration expense
CDBG \$5,367.03 Match \$5,367.03
2. Jimmy Gouras
Invoice number 8409 in the amount of \$1,916.66
For Administration expense
CDBG \$958.33 Match \$958.33
3. Jimmy Gouras
Invoice number 8374 in the amount of \$1,916.66
For Administration expense
CDBG \$958.33 Match \$958.33

Also enclosed is "Request for Cash and Summary Support Sheet No. 15" in the amount of \$7,283.69 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 15" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

Enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Mississippi Development Authority
REQUEST FOR CASH**

Section A: General Information			Bank Information			Section B: Project Information		
Applicant Name: City of Hattiesburg			Electronic Transfer			Grant No.		
Mailing Address P.O. Box 1898			Bank Account			Contract No.		
Street Address			4800186627			Request No.		
City, State ZIP Hattiesburg, MS 39403-1898			Bank Name: Trustmark National Bank			R-103-06		
Telephone No. 601-554-1014			Address: P.O. Box 1071			R-110-205-01-GZ		
Fax Number			City, State ZIP Hattiesburg, MS 39403-1071			13		
Email Address			Telephone No. 601-469-3663			FOR MDA USE ONLY Vendor No.		
			Services Rendered					
			From December 1, 2009			To June 30, 2010		
			Thru			Approval for Payment		
Section C: Request Per Activity								
Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers			
1 Administration	\$ 36,000.00	\$ 18,716.31	\$ 7,283.69	\$ 10,000.00				
2 Application Preparation	\$ 4,000.00	\$ 4,000.00		\$ -				
3 Architectural/Engineering				\$ -				
4 Construction of Public Building	\$ 1,095,900.00	\$ 1,071,728.41		\$ 24,171.59				
5 Contingency				\$ -				
6				\$ -				
Total:	\$ 1,135,900.00	\$ 1,094,444.72	\$ 7,283.69	\$ 34,171.59				
I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements. I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.								
Signature of Authorized Official			Date Signed			Debra Tompkins Prepared By		
Johnny Dupree, Mayor Typed Name and Title of Authorized Official						4/17/2012 Date Prepared		
						601-638-7121 Preparer's Telephone No.		

**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant City of Hattiesburg Request No: 13 Grant Number: R-103-06
 Period Cost - Beginning December 1, 2009 Ending Date: June 30, 2010 Contract Number: R-110-205-01-GZ

1. Activity: Administration		(a)		(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A. Administration	Jimmy Gouras	9352	\$10,734.06	\$5,367.03	\$5,367.03
B. Administration	Jimmy Gouras	8374	\$1,916.66	\$958.33	\$958.33
C. Administration	Jimmy Gouras	8409	\$1,916.66	\$958.33	\$958.33
D.					
Subtotal:			<u>\$14,567.38</u>	<u>\$7,283.69</u>	<u>\$7,283.69</u>

2. Activity:		(a)		(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.					\$0.00
B.					\$0.00
C.					
D.					
Subtotal:			<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

3. Activity: Construction of Public Building		(a)		(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A. Construction of Public Building					\$0.00
B. Construction of Public Building					\$0.00
C.					
D.					
Subtotal:			<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

4. Activity: Demolition Expense	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Demolition Expense					\$0.00
B.	Demolition Expense					\$0.00
C.						\$0.00
D.						
E.						
Subtotal:				\$0.00	\$0.00	\$0.00

5. Activity: Contingency	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						
B.						
C.						
D.						
Subtotal:						

6. Activity:	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						
B.						
C.						
D.						
Subtotal:						

Cumulative Match Expended To Date: \$1,105,072.56 GRAND TOTAL: \$ 14,567.38 \$ 7,283.69 \$ 7,283.69

Cumulative Federal Expended To Date: \$1,101,728.41

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenses under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.

I Herby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Hattiesburg Contract Number: R-110-205-01-GZ
 Request for Cash Number: 13 Total Amount Requested: \$ 7,283.69

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	\$ 36,000.00	\$ 18,716.31	\$ 7,283.69	\$ 10,000.00
Engineering				\$
Specific Line Items as Listed in the Budget:				
Application Preparation	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
Architectural/Engineering	\$ -	\$ -	\$ -	\$ -
Construction of Public Building	\$ 1,095,900.00	\$ 1,071,728.41	\$ -	\$ 24,171.59
Contingency	\$ -		\$ -	\$ -
0	\$ -		\$ -	\$ -
				\$
				\$
				\$
				\$
Total Budget	\$ 1,135,900.00	\$ 1,094,444.72	\$ 7,283.69	\$ 34,171.59

Total Funds Request to Date: \$ 1,101,728.41
 Amount of Other Funds Expended to Date: \$1,105,072.56
 CDBG Project Balance \$ 34,171.59
 Period of Projected Cash Needs - Beginning: December 1, 2009 Thru June 30, 2010

TODAY'S DATE	4/5/2012	TOTAL CONTRACT BUDGET	\$ 1,135,900.00
CONTRACT BEGIN DATE (FROM CONTRACT)	6/23/2008	TOTAL AMOUNT SPENT TO DATE	\$ 1,101,728.41
CONTRACT END DATE (FROM CONTRACT)	6/23/2011	% TOTAL CONTRACT BUDGET SPENT	96.99%
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR '0')		% CONTRACT BUDGET REMAINING	3.01%
FINAL CONTRACT COMPLETION DATE	6/23/2011	CONSTRUCTION BUDGET AMOUNT	\$ 1,095,900.00
CONTRACT DURATION (MONTHS)	36.00	TOTAL CONSTRUCTION DOLLARS SPENT TO BUDGET	\$ 1,071,728.41
% OF CONTRACT PERIOD ELAPSED	126.21%	% CONSTRUCTION BUDGET SPENT	97.79%
% OF CONTRACT PERIOD REMAINING	-26.21%		

Enter number from Cash Request.
 Enter number from Cash Request.

STATEMENT FOR SERVICES RENDERED

CITY OF HATTIESBURG

**KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
GO ZONE GRANT**

PROJECT NO. R-110-205-01-GZ

Fire Station Project

June 30, 2010

INVOICE #9352

Monthly Administrative Services Rendered Pertaining Project #R-110-205-01-GZ.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

\$ 10,734.06


Olie Elfer
OT

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

STATEMENT FOR SERVICES RENDERED

CITY OF HATTIESBURG

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT

GO ZONE GRANT

PROJECT NO. R-110-205-01-GZ

Fire Station Project

January 30, 2010

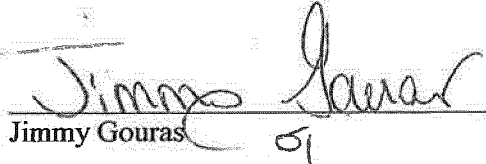
INVOICE #8409

Monthly Administrative Services Rendered Pertaining Project #R-110-205-01-GZ.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

\$1,916.66


Jimmy Gouras

01

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

STATEMENT FOR SERVICES RENDERED

CITY OF HATTIESBURG

**KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
GO ZONE GRANT**

PROJECT NO. R-110-205-01-GZ
Fire Station Project

December 30, 2009

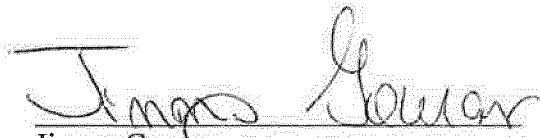
INVOICE #8374

Monthly Administrative Services Rendered Pertaining Project #R-110-205-01-GZ.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

\$ 1,916.66


Jimmy Gouras
or

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net



City of Hattiesburg, MS

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

Master

File Number: 2012-0788

File ID: 2012-0788

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: Approve Change order and authorize Mayor to execute Supplemental Agreement No. 1 with RJM-McQueen Contracting, Inc.

Final Action: 05/15/2012

Minute Book Number: MB 2012-1/151

Title:

Approve change order and authorize Mayor to execute four (4) copies of Supplemental Agreement No. 1 with RJM-McQueen Contracting, Inc. for the Safe Routes to School - Rowan Sidewalk Project No. SRSP-0210-00(019) LPA 105810-401000. Supplemental Agreement No. 1 extends the contract completion date to March 17, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Supplemental Agreement No. 1, Supplemental Agreement 1-Fully Executed

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Approve and Authorize				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Approve change order and authorize Mayor to execute four (4) copies of Supplemental Agreement No. 1 with RJM-McQueen Contracting, Inc. for the Safe Routes to School - Rowan Sidewalk Project No. SRSP-0210-00(019) LPA 105810-401000. Supplemental Agreement No. 1 extends the contract completion date to March 17, 2012.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2012-0788

Title

Approve change order and authorize Mayor to execute four (4) copies of Supplemental Agreement No. 1 with RJM-McQueen Contracting, Inc. for the Safe Routes to School - Rowan Sidewalk Project No. SRSP-0210-00(019) LPA 105810-401000. Supplemental Agreement No. 1 extends the contract completion date to March 17, 2012.

Summary

Approve change order and authorize Mayor to execute four (4) copies of Supplemental Agreement No. 1 with RJM-McQueen Contracting, Inc. for the Safe Routes to School - Rowan Sidewalk Project.

Budget Information

No Change

Expenditure Type

Purchasing Item

Publication Information

**CITY OF HATTIESBURG, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 1**

WHEREAS, WE, RJM-McQueen Contracting, Inc., Contractors, and The U.S. Specialty Insurance Company, Surety, entered into a contract with the City of Hattiesburg, Mississippi, LPA, on the 30th day of December, 2011, for the construction of Federal Aid Project No. SRSP-0210-00(019)LPA / 105810-401000, Forrest county; and

WHEREAS: During the course of construction it was necessary to repair sidewalk not included in the original contract to protect the traveling public and comply with current public access standards; AND

WHEREAS: the contractor has agreed to complete this work under existing contract unit prices; AND

WHEREAS: After review of contract documents and field conditions, it was determined that the most feasible solution is to complete the work under the current contract; AND

WHEREAS: The character of the repair would require more time than would be allowed under section 108.06 of the contract specifications; AND

WHEREAS: The original completion date was March 12, 2012; AND

WHEREAS: It is mutually agreed that the addition of 5 calendar days will result in a revised completion date of March 17, 2012 with a total of 65 calendar days. Work addressed herein will not be reconsidered for any increase in contract time. It is mutually agreed that the above stated time allowance and unit prices shall be full and final compensation for time, labor, materials, traffic control, equipment, and incidentals used in completing the work addressed herein.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, WE, RJM-McQueen Contracting, Inc., Contractors, and The U.S. Specialty Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this supplemental agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this ____ day of _____, 20____.

U.S. Specialty Insurance Company
SURETY

RJM-McQueen Contracting, INC.
CONTRACTOR

By: _____

By: _____

RECOMMENDED FOR APPROVAL:

LPA Professional

Mississippi Department of Transportation

APPROVED:

_____, 2012

By: _____
LPA OFFICIAL

**CITY OF HATTIESBURG, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 1
SUPPLEMENTAL SHEET**

PROJECT NO.: SRSP-0210-00(019)LPA / 105810-401000

DETAILED EXPLANATION OF NECESSITY OF WORK INVOLVED:

1. During the course of work of this project it became necessary to replace approximately 90 square yards of damaged sidewalk in multiple locations. The existing sidewalk will need to be repaired to protect the traveling public and comply with current public access standards.
2. During the course of work of this project it became necessary for additional sodding and standard ground preparation. Additional sodding will be needed for disturbed areas associated with the replacement of the damaged sidewalk.

**CITY OF HATTIESBURG, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 1
SUPPLEMENTAL SHEET**

PROJECT NO.: SRSP-0210-00(019)LPA / 105810-401000

DETAIL ANALYSIS OF UNIT PRICES:

Current bid prices and pay items will be utilized.

DETAIL BREAKDOWN OF ADDITIONAL DAYS

Day 1: Removal of existing damaged sidewalk

Day 2: Forming for new sidewalk, compacting subgrade.

Day 3: Pouring new sidewalk.

Day 4: Finish pouring new sidewalk, removing forms from previous day.

Day 5: Removing forms from previous day, fine grading, ground preparation, placement of sod.

PROJECT PROFESSIONAL

LPA OFFICIAL

CONTRACTOR

QUANTITIY ADJUSTMENT

1. QUANTITY ADJUSTMENT NO. 1 2. PROJECT NO. SRSP 0210-00(019) LPA/105810-401000
3. DATE May 2, 2012 4. LPA City of Hattiesburg
5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

	Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
1	Multiple Locations	202-B035 REMOVAL OF CONCRETE SIDEWALKS	38	128	90	SY	\$20.00	\$1,800.00
	Reason: Remove Damaged Sidewalk							
2	Multiple Locations	212-B001 STANDARD GROUND PREPARATION	1750	1930	180	SY	0.40	\$72.00
	Reason: Required for sod							
3	Multiple Locations	216-B001 SOLID SODDING, CENTIPEDE	1750	1930	180	SY	3.80	\$684.00
	Reason: Repair damaged areas due to construction activity							
4	Multiple Locations	608-A001 CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	915	1005	90	SY	29.00	\$2,610.00
	Reason: Protect traveling public with a sidewalk that meets current public access standards							
5	Multiple Locations	203-EX0107 BORROW EXCAVATION, AH, FME, CLASS B9	300	65	-235	CY	22.00	-\$5,170.00
	Reason: SOIL ENCOUNTERED IN FIELD WAS SUITABLE FOR SIDEWALK							
6	Multiple Locations	907-601-B003 CLASS B STRUCTURAL CONCRETE, MINOR STRUCTURES	10	4	-6	CY	850.00	-\$5,100.00
	Reason: QUANTITY INSTALLED WAS SUFFICIENT TO COMPLETE THE PROJECT							

6. Original Cost Estimate for Project: <u>Dated December 30, 2011</u>	<u>\$212,727.96</u>
7. Changes by Previous Quantity Adjustment (s)	\$0
8. Changes This Quantity Adjustment <u>QA1</u>	<u>-\$5,104.00</u>
9. a. Original Construction Engineering and Contingencies \$23,241.96	
b. Less - Total of All Quantity Adjustments to Date -\$5104.00	
c. Less - Construction Engineering Expenses to Date \$23,241.96	
d. Equals-Remaining Const. Eng and Contingencies \$33,345.96	
10. Revised Total Estimated Cost of Project	<u>\$212,727.96</u>

Note: If block 9d is less than 0.00, the Revised Estimated Cost (block 10) must be greater than the Original Estimate.

Approval

Date Requested

Project Manager

Date Approved

LPA Official

**CITY OF HATTIESBURG, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 1**

WHEREAS, WE, RJM-McQueen Contracting, Inc., Contractors, and **The U.S. Specialty Insurance Company,** Surety, entered into a contract with the City of Hattiesburg, Mississippi, LPA, on the 30th day of December, 2011, for the construction of Federal Aid Project No. SRSP-0210-00(019)LPA / 105810-401000, Forrest county; and

WHEREAS: During the course of construction it was necessary to repair sidewalk not included in the original contract to protect the traveling public and comply with current public access standards; AND

WHEREAS: the contractor has agreed to complete this work under existing contract unit prices; AND

WHEREAS: After review of contract documents and field conditions, it was determined that the most feasible solution is to complete the work under the current contract; AND

WHEREAS: The character of the repair would require more time than would be allowed under section 108.06 of the contract specifications; AND

WHEREAS: The original completion date was March 12, 2012; AND

WHEREAS: It is mutually agreed that the addition of 5 calendar days will result in a revised completion date of March 17, 2012 with a total of 65 calendar days. Work addressed herein will not be reconsidered for any increase in contract time. It is mutually agreed that the above stated time allowance and unit prices shall be full and final compensation for time, labor, materials, traffic control, equipment, and incidentals used in completing the work addressed herein.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, WE, RJM-McQueen Contracting, Inc., Contractors, and **The U.S. Specialty Insurance Company,** Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this supplemental agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 16th day of May, 2012.

U.S. Specialty Insurance Company
SURETY

By: Kathleen B. Scarborough
Kathleen B. Scarborough, Attorney-In-Fact,
RECOMMENDED FOR APPROVAL: MS Resident Agent

Jeffrey Cusky
LPA Professional

RJM-McQueen Contracting, INC.
CONTRACTOR

By: Regina McQueen
Regina McQueen, President

Todd E. Jordan
Mississippi Department of Transportation

APPROVED:

5/15/2012, 2012
By: Johnny J. Davis
LPA OFFICIAL

**CITY OF HATTIESBURG, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 1
SUPPLEMENTAL SHEET**

PROJECT NO. SRSP-0210-00(019)LPA / 105810-401000

DETAILED EXPLANATION OF NECESSITY OF WORK INVOLVED:

1. During the course of work of this project it became necessary to replace approximately 90 square yards of damaged sidewalk in multiple locations. The existing sidewalk will need to be repaired to protect the traveling public and comply with current public access standards.
2. During the course of work of this project it became necessary for additional sodding and standard ground preparation. Additional sodding will be needed for disturbed areas associated with the replacement of the damaged sidewalk.

**CITY OF HATTIESBURG, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 1
SUPPLEMENTAL SHEET**

PROJECT NO.: SRSP-0210-00(019)LPA / 105810-401000

DETAIL ANALYSIS OF UNIT PRICES:

Current bid prices and pay items will be utilized.

DETAIL BREAKDOWN OF ADDITIONAL DAYS

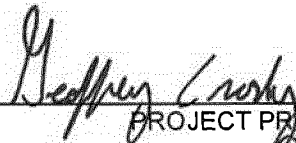
Day 1: Removal of existing damaged sidewalk

Day 2: Forming for new sidewalk, compacting subgrade.

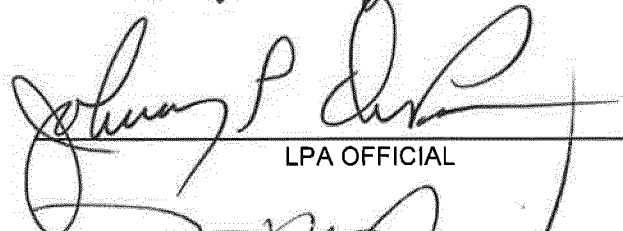
Day 3: Pouring new sidewalk.

Day 4: Finish pouring new sidewalk, removing forms from previous day.

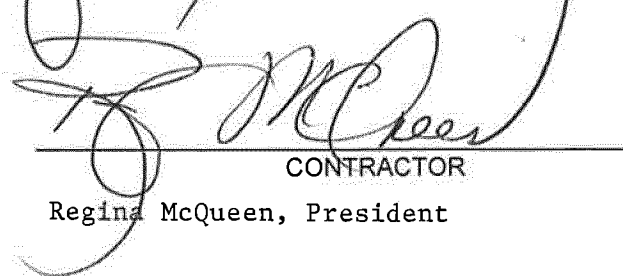
Day 5: Removing forms from previous day, fine grading, ground preparation, placement of sod.



PROJECT PROFESSIONAL



LPA OFFICIAL



CONTRACTOR

Regina McQueen, President

QUANTITIY ADJUSTMENT

1. QUANTITY ADJUSTMENT NO. 1
2. PROJECT NO. SRSP 0210-00(019) LPA/105810-401000
3. DATE May 2, 2012
4. LPA City of Hattiesburg
5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

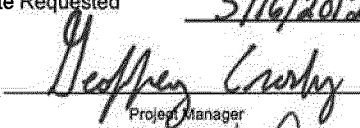
	Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
1	Multiple Locations	202-B035 REMOVAL OF CONCRETE SIDEWALKS	38	128	90	SY	\$20.00	\$1,800.00
	Reason: Remove Damaged Sidewalk							
2	Multiple Locations	212-B001 STANDARD GROUND PREPARATION	1750	1930	180	SY	0.40	\$72.00
	Reason: Required for sod							
3	Multiple Locations	216-B001 SOLID SODDING, CENTIPEDE	1750	1930	180	SY	3.80	\$684.00
	Reason: Repair damaged areas due to construction activity							
4	Multiple Locations	608-A001 CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	915	1005	90	SY	29.00	\$2,610.00
	Reason: Protect traveling public with a sidewalk that meets current public access standards							
5	Multiple Locations	203-EX0107 BORROW EXCAVATION, AH, FME, CLASS B9	300	65	-235	CY	22.00	-\$5,170.00
	Reason: SOIL ENCOUNTERED IN FIELD WAS SUITABLE FOR SIDEWALK							
6	Multiple Locations	907-601-B003 CLASS B STRUCTURAL CONCRETE, MINOR STRUCTURES	10	4	-6	CY	850.00	-\$5,100.00
	Reason: QUANTITY INSTALLED WAS SUFFICIENT TO COMPLETE THE PROJECT							

6. Original Cost Estimate for Project: <u>Dated December 30, 2011</u>	<u>\$212,727.96</u>
7. Changes by Previous Quantity Adjustment (s)	\$0
8. Changes This Quantity Adjustment <u>QA1</u>	<u>-\$5,104.00</u>
9. a. Original Construction Engineering and Contingencies	\$23,241.96
b. Less - Total of All Quantity Adjustments to Date	\$-5104.00
c. Less - Construction Engineering Expenses to Date	\$23,241.96
d. Equals-Remaining Const. Eng and Contingencies	\$33,345.96
10. Revised Total Estimated Cost of Project	<u>\$212,727.96</u>

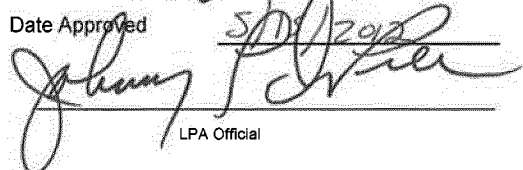
Note: If block 9d is less than 0.00, the Revised Estimated Cost (block 10) must be greater than the Original Estimate.

Approval

Date Requested 5/16/2012


Project Manager

Date Approved 5/16/2012


LPA Official

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Norma J. McMahon,
Dewey Brashier or Kathleen B. Scarborough of Biloxi, Mississippi

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Ten Million***** Dollars (\$ **10,000,000.00**).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

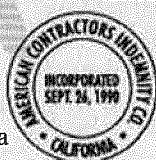
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals




Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

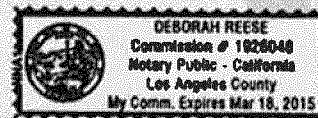
On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature



(Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16th day of May, 2012

Corporate Seals




Jeannie Lee, Assistant Secretary

Bond No. 1000857097

Agency No. 17033



City of Hattiesburg, MS

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

Master

File Number: 2012-0790

File ID: 2012-0790

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Final Action: 05/15/2012

Brief Title: Adopt an order authorizing issuance of manual checks in relation to the 4th Street Expansion Project.

Minute Book Number: MB 2012-1/152

Title:

Adopt an order authorizing issuance of manual checks in payment of Orders received from the Special Court of Eminent Domain in relation to the 4th Street Expansion project, Phase I and Phase II.

Notes:

Sponsors:

Enactment Date:

Attachments: Memo to Mayor & Council

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt an order authorizing issuance of manual checks in payment of Orders received from the Special Court of Eminent Domain in relation to the 4th Street Expansion project, Phase I and Phase II.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0790

Title

Adopt an order authorizing issuance of manual checks in payment of Orders received from the Special Court of Eminent Domain in relation to the 4th Street Expansion project, Phase I and Phase II.

Summary

Adopt an order authorizing issuance of manual checks in payment of Orders received from the Special Court of Eminent Domain in relation to the 4th Street Expansion project, Phase I and Phase II.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

MEMORANDUM

To: Mayor and City Council

From: Bert R. Kuyrkendall, P.E. *BK*

Date: May 8, 2012

Re: 4th Street Expansion Project

In order to move forward with the 4th Street Expansion Project, it has become necessary to enter into Eminent Domain proceedings to obtain the necessary right-of-ways and easements. The Special Court of Eminent Domain will appoint an independent appraiser to determine the fair value of the parcels, or portions of parcels, involved. Once the Court receives the appraisals, and finds in the City's favor, an order or judgment will be entered granting the City title and possession of the property, upon payment of the ordered amount. We need the ability to make those payments to the Court as quickly as possible. Waiting until the next regularly scheduled Council Meeting to approve the docket will create delays in processing that could jeopardize the funding for this project. Therefore, I am requesting approval to have manual checks issued as soon as we receive Court Orders in these proceedings.



City of Hattiesburg, MS

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

Master

File Number: 2012-0799

File ID: 2012-0799

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: Acknowledge and accept property as a donation for use as a city street

Final Action:

Minute Book Number: MB 2012-1/152

Title:

Acknowledge receipt of letter from Brad Brian, Hattiesburg Coca-Cola Bottling Company, offering to donate a parcel of property connected to Coca-Cola Avenue; accept property as a donation for use as a city street.

Notes:

Sponsors:

Enactment Date:

Attachments: COCA COLA AVE STREET DEED 5-7-2012 2,
Letter from Brad Brian, Letter and map for COCA
COLA AVE STREET DEED, executed deed

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Acknowledge				Pass
	Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Acknowledge receipt of letter from Brad Brian, Hattiesburg Coca-Cola Bottling company, offering to donate a parcel of property connected to Coca-Cola Avenue; accept property as a donation for use as a city street. Council President Bradley asked when the transfer will take place. Mr. Myers replied that the transfer will take place as soon as the deed is received and recorded. Following discussion, the Motion received the affirmative vote of the Council as follows: Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor Nays: 0 Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor						

Text of Legislative File 2012-0799

Title

Acknowledge receipt of letter from Brad Brian, Hattiesburg Coca-Cola Bottling Company, offering to donate a parcel of property connected to Coca-Cola Avenue; accept property as a donation for use as a city street.

Summary

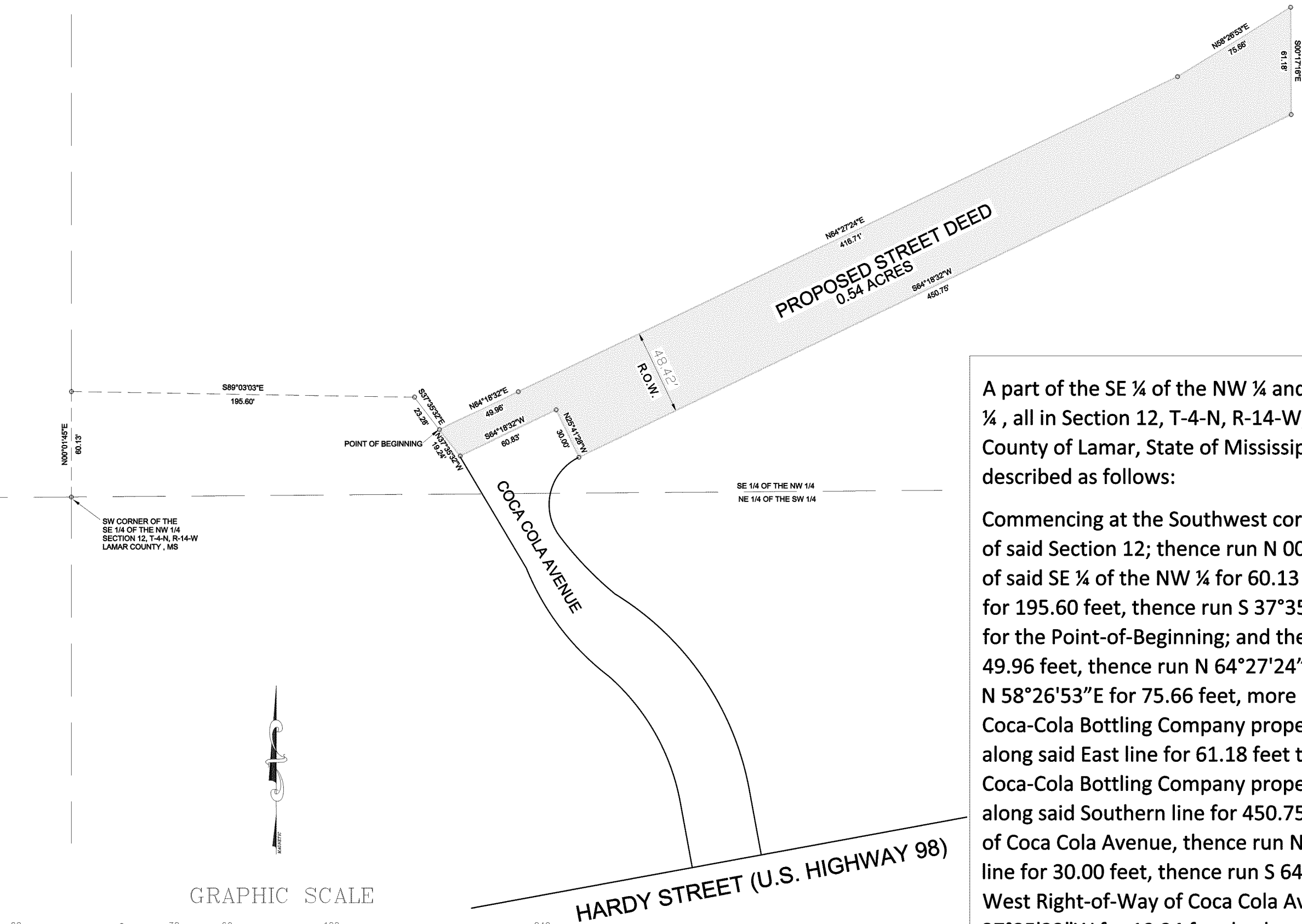
Property donation for city street

Budget Information

Expenditure Type

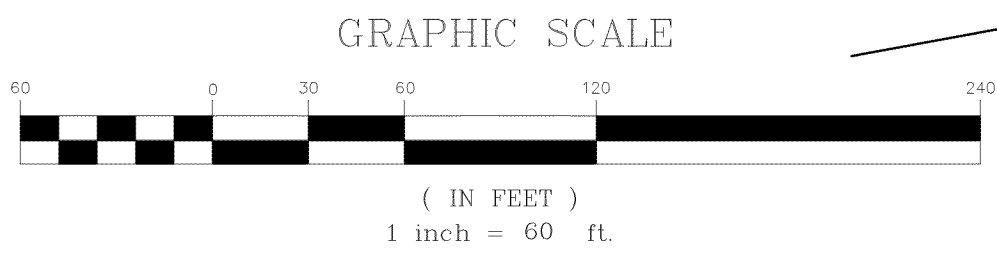
Purchasing Item

Publication Information



A part of the SE ¼ of the NW ¼ and a part of the NE ¼ of the SW ¼ , all in Section 12, T-4-N, R-14-W, in the City of Hattiesburg, County of Lamar, State of Mississippi, being more particularly described as follows:

Commencing at the Southwest corner of said SE ¼ of the NW ¼ of said Section 12; thence run N 00°01'45\"E along the West line of said SE ¼ of the NW ¼ for 60.13 feet, thence run S 89°03'03\"E for 195.60 feet, thence run S 37°35'32\"E for 23.28 feet to and for the Point-of-Beginning; and thence run N 64°18'32\"E for 49.96 feet, thence run N 64°27'24\"E for 416.71 feet, thence run N 58°26'53\"E for 75.66 feet, more or less, to the East line of the Coca-Cola Bottling Company property, thence run S 00°17'16\"E along said East line for 61.18 feet to the Southern line of the Coca-Cola Bottling Company property, thence run S 64°18'32\"W along said Southern line for 450.75 feet to the East Right-of-Way of Coca Cola Avenue, thence run N 25° 41'28\"W along said East line for 30.00 feet, thence run S 64°18'32\"W 60.83 feet to the West Right-of-Way of Coca Cola Avenue, thence run N 37°35'32\"W for 19.24 feet back to the Point-of-Beginning. The above described Street Deed contains 0.54 acres



Hattiesburg Coca-Cola Bottling Company

A Division of COCA-COLA BOTTLING COMPANY UNITED, INC.

April 26, 2012

Mr. Eddie Myers
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Dear Mr. Myers,

Attached is the description of property (street) that Hattiesburg Coca-Cola intends to donate to the city of Hattiesburg.

The description includes property that has already been accepted by the city on November 9th, 2010. Attached is the street deed for this property. This parcel runs North and South from the gates of Hattiesburg Coca-Cola to Hwy. 98. It is colored in green. The new parcel (street) that Hattiesburg Coca-Cola intends to donate to the city runs East and West for approximately 450.75'. It is colored in yellow and described as an access easement.

Hope this information meets your approval and that of the City Council.

Sincerely Yours,



Brad Brian
Vice-President, Mississippi Divisions

BHB/ldm
Enclosure

34-38-12P12135-82V5

Hattiesburg Coca-Cola Bottling Company

A Division of COCA-COLA BOTTLING COMPANY UNITED, INC.

April 26, 2012

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

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Hope this information meets your approval and that of the City Council.

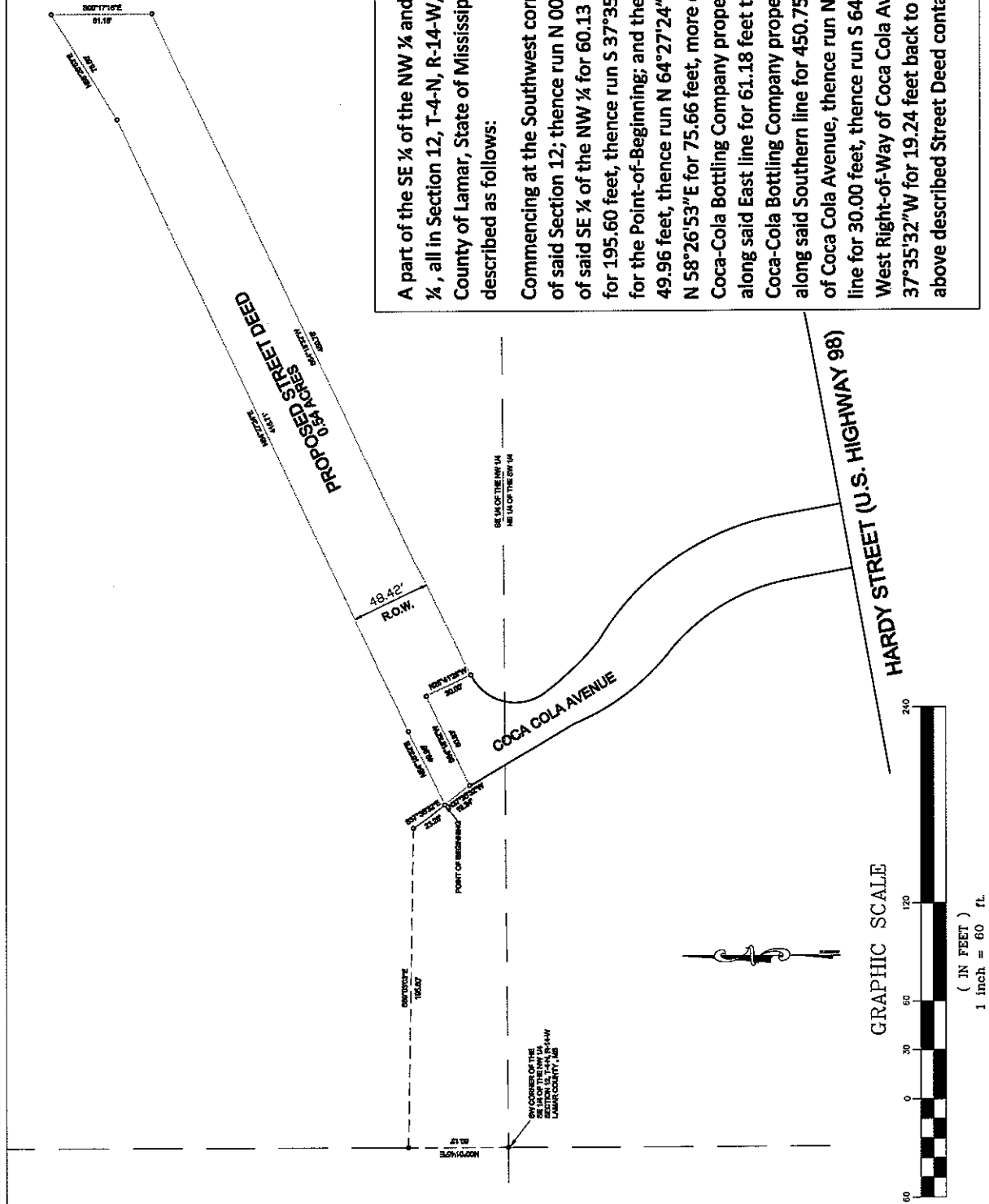
Sincerely Yours,



Brad Brian
Vice-President, Mississippi Divisions

BHB/ldm
Enclosure

04-30-12P12:36 RCVD



Hattiesburg Coca-Cola Bottling Company

A Division of COCA-COLA BOTTLING COMPANY UNITED, INC.

July 17, 2012

Mr. Eddie Myers
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Dear Eddie,

Enclosed is a notarized copy of the Warranty Deed conveying the partial street alongside of Hattiesburg Coca-Cola to the City.

I assume the City will inform Lamar County of the change in ownership.

If you should need anything else, please let me know.

Sincerely,



Brad Brian
Vice-President, Mississippi Divisions

07-20-12 10:26 11/10

THIS INSTRUMENT PREPARED BY:

Richard & Thomas, PLLC
32 Milbranch Rd Suite 20
Hattiesburg, MS 39402
(601) 602-2457

RETURN TO:

Bert R. Krykendall
Director of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4540

Indexing Instructions: The property described in this instrument is situated in part of the SE ¼ of the NW ¼ and the NE ¼ of the SW ¼ of Section 12, Township 4 North, Range 14 West, Lamar County, Mississippi. Please index accordingly in the sectional index.

STATE OF MISSISSIPPI

COUNTY OF LAMAR

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR

**COCA-COLA BOTTLING COMPANY
UNITED-GULF COAST LLC,
a Mississippi limited liability company**
201 Coca-Cola Avenue
Hattiesburg, MS 39402
Phone: 601-264-8600

does hereby grant, bargain, sell, convey and warrant unto GRANTEE

CITY OF HATTIESBURG, MISSISSIPPI
P.O. Box 1898
Hattiesburg, MS 39403-1898
Phone: 601-545-4540

the following described real property, lying and being situate in Lamar County, Mississippi, described as follows, to-wit:

A part of the SE ¼ of the NW ¼ and a part of the NE ¼ of the SW ¼, all in

Section 12, Township 4 North, Range 14 West, in the City of Hattiesburg, Lamar County, Mississippi, being more particularly described as commencing at the SW corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence run North 00 degrees 01 minutes 45 seconds East along the West line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ for 60.13 feet; thence run South 89 degrees 03 minutes 03 seconds East for 195.60 feet to the Point of Beginning and the intersection of the Westerly line and the Northerly line of an access easement; thence run North 64 degrees 40 minutes 04 seconds East along the Northerly line of an access easement for 50.0 feet; thence run South 37 degrees 35 minutes 32 seconds East along said Northerly line for 23.09 feet; thence continue along said Northerly line and North 64 degrees 27 minutes 24 seconds East for 416.71 feet; thence continue along said Northerly line and North 58 degrees 26 minutes 53 seconds East for 75.66 feet to a Westerly line of the now laid out (former) Super K-Mart property; thence run South 00 degrees 17 minutes 16 seconds East along said Westerly line for 61.18 feet to the Southerly line of said access easement; thence run South 64 degrees 18 minutes 32 seconds West along said Southerly line for 450.75 feet to an Easterly line of said access easement; thence run Southerly along said Easterly line and along an arc to the left for 53.14 feet, said arc having a radius of 30.0 feet, and a chord of South 13 degrees 33 minutes 53 seconds West, and a distance of 46.46 feet; thence continue Southerly along said Easterly line and along an arc to the left for 45.54 feet, said arc having a radius of 196.95 feet, and a chord of South 43 degrees 48 minutes 15 seconds East, and a distance of 45.44 feet; thence continue Southerly along said Easterly line and along an arc to the right for 139.35 feet, said arc having a radius of 166.00 feet, and a chord of South 34 degrees 28 minutes 00 seconds East, and a distance of 135.30 feet; thence continue along said Easterly line and South 10 degrees 25 minutes 03 seconds East for 37.87 feet to the Northerly Right-of-Way (ROW) line of U.S. Highway 98; thence run South 79 degrees 34 minutes 57 seconds West along said ROW line for 40.0 feet to the Westerly line of said access easement; thence run North 10 degrees 25 minutes 03 seconds West along said Westerly line for 37.87 feet; thence continue along said Westerly line and North 21 degrees 53 minutes 41 seconds West for 50.14 feet; thence continue along said Westerly line and Northerly along an arc to the left for 33.66 feet, said arc having a radius of 126.00 feet, and a chord of North 41 degrees 01 minutes 26 seconds West, and distance of 33.56 feet; thence continue along said Westerly line and Northerly along an arc to the right for 47.88 feet, said arc having a radius of 146.87 feet, and a chord of North 43 degrees 20 minutes 30 seconds West and a distance of 47.08 feet; thence continue along said Westerly line and North 35 degrees 33 minutes 40 seconds West for 46.10 feet; thence continue along said Westerly line and North 30 degrees 05 minutes 07 seconds West for 53.84 feet; thence continue along said Westerly line and North 31 degrees 07 minutes 50 seconds West for 47.73 feet to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT, that part conveyed by that certain Street Deed dated October 4, 2010, and recorded in Land Deed Book 21-K at Page 605.

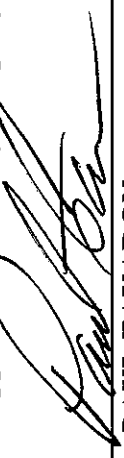
The above warranty and this conveyance are made subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, reservations and conveyances.

The above warranty and this conveyance is made subject to any and all covenants, restrictions or conditions of record or in use of the subject property, and any and all rights of way and easements for public roads and public utilities as presently laid out, constructed or in use.

Grantor herein acknowledges and understands that it has a right to receive just compensation for the real property herein conveyed based on a fair and accurate fair market appraisal of said property. Grantor hereby waives its right to such just compensation and to an appraisal; and does hereby donate the above described real property to the City of Hattiesburg to be used for public street purposes.

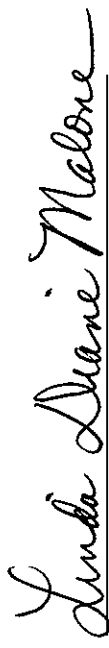
WITNESS THE SIGNATURE of said corporation by its officer, after being duly authorized by said corporation so to sign, execute and deliver the same, on this, the 17th day of July, A.D., 2012.

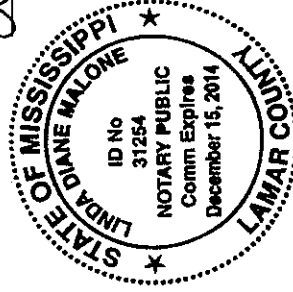
**COCA-COLA BOTTLING COMPANY
UNITED-GULF COAST, LLC
a Mississippi limited liability company**

BY: 
**PAUL FAVARON,
President, Gulf Coast Region**

STATE OF Mississippi
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of July, A.D., 2012, within my jurisdiction, the within named PAUL FAVARON, who acknowledged that he is President of Coca-Cola Bottling Company United-Gulf Coast, LLC, a Mississippi limited liability company, and that for and on behalf of said company and as its act and deed, he executed the above and foregoing instrument after first having been duly authorized by said company so to do.


NOTARY PUBLIC



My Commission Expires:

FORREST COUNTY, MISSISSIPPI
FACT SHEET AND BOARD ORDER

AGENDA ITEM NO.

5 DATE July 19, 2012

INTRODUCED BY

Betty Carlisle, County Administrator

BRIEF TITLE

Free Port Warehouse Exemption - CCM Wholesale, LLC

EXHIBITS FOR REVIEW

Order Granting Free Port Warehouse Exemption

RECOMMENDATION (exact wording for Agenda)

Adopt an Order of the Board of Supervisors of Forrest County, Mississippi, Granting a Free Port Exemption from Ad Valorem Personal Property Taxes to CCM Wholesale, LLC, as Authorized by §§27-31-51, et seq., of the Mississippi Code of 1972, as Amended.

BOARD ACTION

☒ Approved ☐ Rejected
☐ Information only ☐ No Action

Amended to read as follows:

Free Port Warehouse Exemption is granted for a term of three (3) years.

MOTION MADE BY

Chris Bowen

SECONDED BY

Roderick Woullard

MEMBERS VOTED:

DAVID HOGAN

☒ YES ☐ NO ☐ ABSTAIN ☐ ABSENT

CHARLES MARSHALL

☒ YES ☐ NO ☐ ABSTAIN ☐ ABSENT

BURKETT ROSS

☒ YES ☐ NO ☐ ABSTAIN ☐ ABSENT

RODERICK WOULLARD

☒ YES ☐ NO ☐ ABSTAIN ☐ ABSENT

CHRIS BOWEN

☒ YES ☐ NO ☐ ABSTAIN ☐ ABSENT

SO ORDERED AND APPROVED On this the

19th day of July, 2012

**ORDER OF THE BOARD OF SUPERVISORS OF FORREST COUNTY,
MISSISSIPPI, GRANTING A FREE PORT EXEMPTION
FROM AD VALOREM PERSONAL PROPERTY TAXES TO
CCM WHOLESale, LLC, AS AUTHORIZED BY §§ 27-31-51, ET SEQ.,
OF THE MISSISSIPPI CODE OF 1972, AS AMENDED**

The Board of Supervisors next took up for consideration the matter of granting a certain tax exemption from ad valorem personal property taxes, and the following Order, having first been reduced to writing, was introduced:

ORDER OF THE BOARD OF SUPERVISORS OF FORREST COUNTY,
MISSISSIPPI, GRANTING A FREE PORT EXEMPTION FROM AD
VALOREM PERSONAL PROPERTY TAXES TO CCM WHOLESale, LLC,
AS AUTHORIZED BY §§ 27-31-51, ET SEQ., OF THE MISSISSIPPI CODE
OF 1972, AS AMENDED

WHEREAS, this Board finds as follows:

I.

CCM Wholesale, LLC ("CCM Wholesale"), by and through Richard W. Preusch, its Chief Financial Officer, timely filed, in triplicate and under oath, its written Application for an exemption ("Free Port Exemption") from ad valorem personal property taxation ("Taxes") pursuant to §§ 27-31-51, *et seq.* (collectively "Statutes"), of the Mississippi Code of 1972, as amended ("Code"), with this Board of Supervisors ("Board") of Forrest County ("County"), State of Mississippi ("State").

II.

CCM Support Services, LLC ("CCM Services") operates a warehousing/distribution enterprise in the County at three (3) warehouse/distribution centers owned by its related/affiliated brother/sister entity ("Affiliate"), CCM Capital Assets, LLC ("CCM Assets") and, together with CCM Services, collectively "CCM Owner/Operator", and located at 6633 and 6892 US Highway 49 North and 5154 US Highway 42 in the City of Hattiesburg in the County (collectively the "Warehouses"), for the receipt, handling, processing, storage, warehousing, distribution and shipment by CCM Services of the finished goods ("Finished Goods") inventories ("Inventories") of its Affiliates, including CCM Wholesale. CCM Wholesale is a domestic limited liability company organized under the laws of the State.

III.

The Warehouses are utilized by the CCM Group for the handling, storage and shipment of the Inventories of Finished Goods of the Affiliates of CCM Owner/Operator (collectively the "CCM Group"). CCM Owner/Operator operates the Warehouses as private storage facilities. The Warehouses regularly engage in the receipt, handling, distribution, storage and shipment of personal property in the form of the Inventories of Finished Goods of the Affiliates of CCM

Owner/Operator which have been transferred and consigned to such Warehouses for storage and handling.

IV.

A portion of all of such Finished Goods of the Affiliates of CCM Owner/Operator handled by the Warehouses is transferred to such Warehouses for storage and handling in transit to a final destination outside the State ("**Out-of-State Inventories**"). Consequently, CCM Owner/Operator has previously been jointly issued a Free Port Warehouse License dated July 08, 2010 for each Warehouse ("**Licenses**") by this Board in order both to recognize the qualification of each of the Warehouses as a "free port warehouse" under the definition thereof set forth in § 27-31-51 of the Code and to operate each of the Warehouses as a licensed "**Licensed Warehouses**"). according to the provisions of the Statutes (collectively the "**Licensed Warehouses**").

V.

As authorized by § 27-31-53 of the Code and in addition to all other exemptions granted under the laws of the State, all of CCM Wholesale's Finished Goods in transit through the State which are (1) moving in interstate commerce through or over the territory of the State, or (2) consigned or transferred to CCM Group's private "free port warehouses" located at the Licensed Warehouses within the County for storage in transit to a final destination outside the State, whether specified when transportation begins or afterwards, may, in the discretion of, and for such period of time as prescribed by, this Board, be exempt from all Taxes, including Taxes for school district purposes ("**School Taxes**"), imposed thereon by the County under the Free Port Exemption. Furthermore, such Out-of-State Inventories exempted therefrom should not be deemed to have acquired a situs in the State for the purposes of such Taxes and should not be deprived of the Free Port Exemption because, while in the Licensed Warehouses, the Out-of-State Inventories are bound, divided, broken in bulk, labeled, relabeled, or repackaged.

VI.

Pursuant to § 27-31-55 of the Code, CCM Owner/Operator and CCM Wholesale will keep all required books and records and will file all required reports and inventories of the Finished Goods of CCM Wholesale with the Tax Assessor of the County ("**Assessor**"), which the Assessor can utilize in making a determination of Taxes, if any, on the Finished Goods of CCM Wholesale to be paid by CCM Wholesale at the conclusion of each applicable calendar year. Pursuant to § 27-31-57 of the Code, all of such books and records of CCM Owner/Operator and CCM Wholesale shall be subject to inspection by the duly authorized agents of the appropriate taxing authorities.

VII.

On January 1, 2012, the aggregate Finished Goods of CCM Wholesale in the Licensed Warehouses totaled approximately Two Million Ninety-Five Thousand Nine Hundred Seventy-Three Dollars and Zero Cents (\$2,095,973.00) in true value, with approximately one hundred percent (100%) of such Finished Goods expected to be shipped outside the State and thus eligible for the Free Port Exemption requested in the Application.

VIII.

CCM Services presently provides jobs, employment, and payroll in the Licensed Warehouses in the County for its employees. Therefore, CCM Wholesale assists directly in creating and maintaining the existing jobs and in providing payroll in the County, as well as indirectly in the creation and preservation of other ancillary jobs in the County (collectively "County Jobs"), and in an additional overall positive indirect economic benefit to the County (collectively with the County Jobs, "Economic Impact").

IX.

CCM Owner/Operator and CCM Wholesale are operating the Licensed Warehouses in the County which are and will be warehousing Finished Goods which will be held in the Inventories of CCM Wholesale, is creating and maintaining the County Jobs, and have and will, therefore, due to the Economic Impact, be making an additional contribution and commitment to the present and future economic development of the County. In order to remain competitive, CCM Wholesale necessarily has to pursue any and all available incentives, such as the Free Port Exemption.

X.

Therefore, pursuant to the provisions of the Statutes, CCM Wholesale requested that this Board grant to CCM Wholesale a Free Port Exemption from all Taxes, including School Taxes, otherwise imposed by the County on such Out-of-State Inventories of CCM Wholesale located in the Licensed Warehouses.

XI.

While the maximum term of the Free Port Exemption under the Statutes is unlimited, the Statutes also authorize the Free Port Exemption to be granted for such period of time as the local taxing authorities may prescribe. Therefore, as provided by the current tax exemption policy of the County, CCM Wholesale requested that this Board grant such Free Port Exemption for an initial period of three (3) years until expiration of the Licenses granted to CCM Owner/Operator ("Term"), but with the intention of the County being, however, that, following the termination of the initial Free Port Exemption, CCM Wholesale may request new, successive renewals of the Free Port Exemption from the County in accordance with the then applicable tax exemption policy of the County.

XII.

Therefore, pursuant to the provisions of the Statutes, CCM Wholesale requested that this Board grant such Free Port Exemption from all Taxes, including School Taxes, otherwise imposed by the County for the Term, with such Free Port Exemption to begin January 1, 2012 ("Commencement Date") and to continue for the Term until December 31, 2014 ("Termination Date").

XIII.

Sufficient consideration in the form of the Economic Impact and certain other good and valuable nonmonetary consideration ("Consideration") have been and will be received by the County from CCM Group to support the approval of the granting of the Free Port Exemption to CCM Wholesale by the County.

XIV.

This Board is authorized and empowered by the provisions of the Statutes to grant a Free Port Exemption to CCM Wholesale with respect to the Out-of-State Inventories of CCM Wholesale which are and will be located in the Licensed Warehouses within the County.

NOW, THEREFORE, BE IT RESOLVED by this Board of Supervisors of Forrest County, State of Mississippi, as follows:

1. That the Application for the Free Port Exemption submitted by CCM Wholesale, as provided by State law and pursuant to the Statutes, be and the same is hereby approved beginning as of the Commencement Date and continuing for the Term.
2. That this Board hereby grants to CCM Wholesale a Free Port Exemption from all Taxes, including School Taxes, on all of its Finished Goods, pursuant to the Statutes, for the Term.
3. That this Board hereby:
 - (A) Finds that each of the Licensed Warehouses is a "free port warehouse" for which a joint License has been issued to CCM Owner/Operator by the County under the provisions of the Statutes and that CCM Wholesale is eligible to be granted a Free Port Exemption from all Taxes, including School Taxes, imposed by the County on its Out-of-State Inventories located in the Licensed Warehouses in an amount annually to be determined by the Assessor, as provided by State law;
 - (B) Approves the granting to CCM Wholesale of a Free Port Exemption as sought in the Application from all Taxes, including School Taxes, on all of its Out-of-State Inventories located in the Licensed Warehouses beginning with the Commencement Date and continuing for the Term, pursuant to the Statutes;
 - (C) Finds that the Application for the Free Port Exemption submitted by CCM Wholesale, as provided by State law and pursuant to the Statutes, should be approved beginning as of the Commencement Date and continuing for the Term.
 - (D) Finds that the CCM Group has and will continue to provide employment and a payroll in the County and that this Board should acknowledge CCM Group's contribution and commitment to the economic development of the County by exercising its discretionary authority by granting such Free Port Exemption to CCM Wholesale;

(E) Finds that the present and future health, safety, convenience, prosperity, pursuit of happiness and of gainful employment, public interest, and general welfare of the citizens of the County necessitate, as a public purpose, that the County continue to encourage a program of economic development and expansion in order to further both the present and future long-term economic development of the County through the improvement of its tax base by attracting and assisting enterprises providing employment to its citizens, through the approval of exemptions to assist businesses which are deemed necessary or desirable for the economic development and advancement of the County;

(F) Finds that, in order to promote the economic development of the County so as to provide additional gainful employment for its citizens, this Board should grant the Free Port Exemption to CCM Wholesale for its Out-of-State Inventories;

(G) Finds that this Board, does, therefore, desire, on behalf of the County, to grant the Free Port Exemption to CCM Wholesale;

(H) Finds that CCM Wholesale is eligible for the Free Port Exemption from all Taxes imposed by the County on its Out-of-State Inventories, including School Taxes, in an amount to be determined annually by the Assessor, as provided by State law, beginning with the Commencement Date and continuing for the Term;

(I) Finds that the financial ability, technical qualifications, and business experience of CCM Group are such that the operation of the Licensed Warehouses has and will promote the industrialization of the County and State, has and will supply employment to the citizens of the County and State, and has and will promote the development of the County and surrounding community; and that the Area Development Partnership, the Board Attorney, the Assessor, and any and all other appropriate County authorities have reviewed and approved the Application of CCM Wholesale;

(J) Finds that CCM Owner/Operator is the operator of Licensed Warehouses in the County and that CCM Wholesale is thus eligible for a Free Port Exemption from all Taxes, including School Taxes, imposed by the County on its Out-of-State Inventories located in the Licensed Warehouses, in an amount annually to be determined by the Assessor, as provided by State law;

(K) Directs that a certified copy of the filed Application and a certified transcript of this approval by this Board of the Application for the Free Port Exemption, including this Order of approval thereof, be forwarded to the Assessor;

(L) Grants a Free Port Exemption to CCM Wholesale, beginning with the Commencement Date and continuing for the Term;

(M) Declares that the Out-of-State Inventories of CCM Wholesale which are subject to the Free Port Exemption:

(a) shall not be deemed to have acquired a situs in the State for the purpose of the Taxes; and

(b) shall not be deprived of the Free Port Exemption because they are bound, divided, broken in bulk, labeled, relabeled, or repackaged while in the Licensed Warehouses;

(N) Declares the intention and agreement of the County that, upon the expiration of the Term of the Free Port Exemption, CCM Wholesale may request a renewal or extension of the Free Port Exemption from the County, in accordance with the then applicable tax exemption policy of the County, and that, upon the expiration of each such renewal or extension of the Free Port Exemption, CCM Wholesale may request additional, successive renewals of the Free Port Exemption from the County, in accordance with the then applicable tax exemption policy of the County;

(O) Requests that the Assessor take all actions in preparation of the tax rolls necessary and appropriate to implement such Free Port Exemption granted to CCM Wholesale beginning on the Commencement Date, and continuing for the Term, including making appropriate notations on the tax rolls so the Out-of-State Inventories of CCM Wholesale will be treated as provided for in this Order of this Board approving the Application;

(P) Declares either that the Free Port Exemption will continue in full force and effect following either a subsequent transfer, by merger or otherwise, of a Warehouse by CCM Assets to another Affiliate or the relocation of a Warehouse to another location within the County or that the County will, if necessary and permissible, grant a new Free Port Exemption to CCM Wholesale following a subsequent transfer of a Warehouse to another Affiliate or following a relocation of a Warehouse to another location within the County, and upon the same terms and conditions under, which the original Free Port Exemption was granted, subject to the Affiliate-transferee obtaining from the County a new License for the Warehouse in the name of such Affiliate-transferee or CCM Owner/Operator obtaining a new License for the new location, respectively, which new License and/or Free Port Exemption this Board declares that the County will issue and/or grant, respectively; and

(Q) Directs the Clerk of this Board to record the Application, together with a copy of this Order of this Board approving the Application, in the Minutes of this Board in a book kept in the Clerk's office for such purposes and to forward a certified transcript of such approval by this Board of the Application for the Free Port Exemption, including a copy of this Order approving the Application, to the Assessor.

After a full discussion of this matter, Supervisor BOWEN moved that the foregoing Order be adopted, and said Motion was seconded by Supervisor WOULLARD. The President of the Board then put the question to a roll call vote, and the result was as follows:

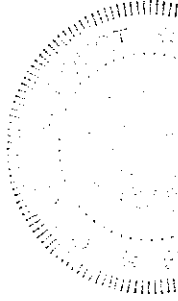
Supervisor David Hogan
Supervisor Charles E. Marshall
Supervisor Burkett Ross
Supervisor Rod Woullard
Supervisor Chris Bowen

voted: AYE
voted: AYE
voted: AYE
voted: AYE
voted: AYE

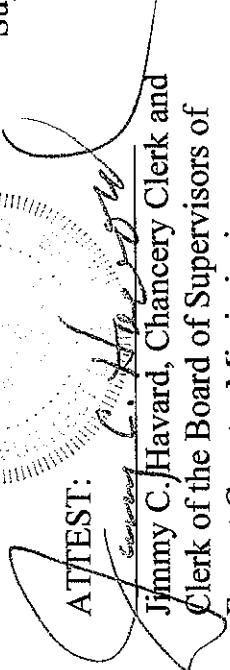
Whereupon, this Order having received the affirmative vote of a majority of the members of the Board of Supervisors present, the President declared that the foregoing Order was passed and adopted, in a regular meeting of the Board of Supervisors of Forrest County, State of Mississippi, on the 19th day of JULY, 2012.

(SEAL)

ADOPTED:



ATTEST:


Jimmy C. Havard, Chancery Clerk and
Clerk of the Board of Supervisors of
Forrest County, Mississippi


15-1-1807

David Hogan, President of the Board of
Supervisors of Forrest County, Mississippi

Jackson 7889632v1



MEMORANDUM

TO: Forrest County Board of Supervisors
DATE: July 11, 2012
FROM: Chad Newell *C.N.*
RE: CCM Support Services

We greatly appreciate the opportunity to review the Free Port Warehouse Tax Exemption application for CCM Support Services located in the Hattiesburg, Forrest County, MS. Upon review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the board. In today's tough economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

CCM is a longstanding corporate citizen here in Hattiesburg and employs approximately 400 in the region. The company seeks the exemption for 5 years on inventory to be shipped out of state with an estimated value of \$2,095,973. Again, we are in favor of this exemption and certainly appreciate your consideration.



City of Hattiesburg, MS

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

Master

File Number: 2012-0805

File ID: 2012-0805

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 05/09/2012

Brief Title: Agreement with Fastenal for installing equipment for control of inventory and supplies

Final Action: 05/15/2012

Minute Book Number: MB 2012-1/152

Title:

Approve agreement between the City and Fastenal for installing Fastenal Vending Solutions (FVS) equipment, for inventory control of supplies and equipment at the Public Works Department.

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Approve				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Carroll to Approve agreement between the City and Fastenal for installing Fastenal Vending Solutions (FVS) equipment, for inventory control of supplies and equipment at the Public Works Department.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0805

Title

Approve agreement between the City and Fastenal for installing Fastenal Vending Solutions (FVS) equipment, for inventory control of supplies and equipment at the Public Works Department.

Summary

Agreement with Fastenal for installing equipment for inventory control of supplies and equipment at the Public Works Department.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2012-0778

File ID: 2012-0778

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/07/2012

Brief Title: Analysis of Impediments to Fair Housing Grant Agreement

Final Action: 05/15/2012

Minute Book Number: MB 2012-1/152-153

Title:

Authorize the Mayor to execute duplicate original agreements with Jimmy G. Gouras, Urban Planning Consultants, Inc. in an amount not to exceed \$15,000.00 in connection with the completion of an Analysis of Impediments to Fair Housing. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: Analysis of Impediments to Fair Housing Grant Agreement, executed Analysis of Impediments to Fair Housing Grant Agreement

Enactment Number:

Contact:

Meeting Date:

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize the Mayor to execute duplicate original agreements with Jimmy G. Gouras, Urban Planning Consultants, Inc. in an amount not to exceed \$15,000.00 in connection with the completion of an Analysis of Impediments to Fair Housing. {Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0778

Title

Authorize the Mayor to execute duplicate original agreements with Jimmy G. Gouras, Urban Planning Consultants, Inc. in an amount not to exceed \$15,000.00 in connection with the completion of an Analysis of Impediments to Fair Housing. {Entitlement}

Summary

Analysis of Impediments to Fair Housing Grant Agreement

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AGREEMENT

THIS AGREEMENT made and entered into this the ____ day of _____ 2012, by and between the City of Hattiesburg, Mississippi (hereinafter referred to as "City") and Jimmy G. Gouras, Urban Planning Consultants, Inc. (hereinafter referred to as "Consultant"), who agree and contract as follows:

WITNESSETH THAT:

WHEREAS, the City must complete an Analysis of Impediments to Fair Housing; and

WHEREAS, the City needs planning assistance in meeting the requirements of the Community Development Block Grant Program and HOME Program; and

WHEREAS, the City desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the Community Development Block Grant Program and HOME Program, and the Consultant desires to provide said services;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Consultant. The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services set forth hereinafter in connection with the City's Community Development Block Grant Program and HOME Program, which are financed by grant funds provided by the U.S. Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended.
2. Scope of Services. The Consultant agrees to satisfactorily render and provide services hereinafter set forth in Exhibit "A", Scope of Services.
3. Disposition of Work Materials. All contract documents and similar work materials prepared by the Consultant in completing the scope of services, set forth as Exhibit "A", shall be the property of the City.
4. Period of Performance. The services provided under this Agreement by the Consultant, namely the completion of an Analysis of Impediments to Fair Housing, shall be completed and submitted to HUD.
5. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under the State, Federal, and Local law to perform such services.

6. Termination for Convenience of the City. The City may terminate this Agreement at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In that event, all finished or unfinished documents and other materials, at the option of the City, become its property. If the Consultant is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the date of termination.

7. Termination for Convenience of Consultant. The Consultant may terminate this Agreement at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished the City at least thirty (30) days before the effective date of termination. In that event, all finished or unfinished documents and other materials shall become the property of the City. In the event of termination for convenience by Consultant, all payments from the date of termination shall be forfeited to the City and any obligation by City to Consultant shall be terminated.

8. Termination for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this Agreement shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

9. Changes. The City or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to the Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendment to this Agreement.

10. Compensation Due to Consultant. The City agrees to pay and the Consultant agrees to perform the services referred to in Exhibit "A" Scope of Services for the amounts and at such times as outlined below:

- A. It is expressly understood and agreed that on the basis of present estimates, the total compensation and reimbursement, be at a rate not to exceed \$100 per hour, with a maximum total cost of \$15,000. This amount will be exceeded only after a review of all services rendered and to be rendered and of all payments made and anticipated to be made at the time an overrun becomes apparent, prior to completion of the contract, but only upon mutual written amendment thereof.
- B. Expenses to be charged to the project will include such items as meals, lodging, fax, and mapping and shall be charged at actual cost, while mileage shall be charged at the maximum rate allowed by the State of Mississippi.
- C. The Consultant shall bill to the City an invoice for services rendered monthly. However, at no time shall the percent paid exceed the percentage of work completed.

11. Equal Employment Opportunity. The Consultant will not discriminate against any employee or applicant for employment with regard to race, religion, sex, color, national origin, age, or disability. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color, national origin, age, or disability.

- A. Section 504 Handicapped: The Consultant agrees to take affirmative action to employ, advance in employment and, otherwise, treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act. In the event of the Consultant's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to this Act.

12. Interest of Members of the City and Others. No officer, member, employee of the City and no member of its governing body, the locality or localities in which the Project is situated or being carried out, who exercises any function or responsibilities in the review or approval of the undertaking or execution of the Project, shall participate in any decision relating to this Agreement, which affects his/her personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

13. Assignability. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of the City thereto; provided, however, that claims for money may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

14. Conditions and Assurances. Consultant agrees to abide by the following requirements:

- A. Access to Records: Consultant agrees that the City, H.U.D., the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant for the purpose of making audit, examination, excerpts, and transcripts.
- B. Retention of Records: Consultant shall maintain all records pertaining to this contract for three (3) years after the City makes final payment and all other pending matters are closed.
- C. Use of Materials: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City and the U.S. Department of Housing and Urban Development shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or part, any report, data, or other materials prepared under this Agreement.

15. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

16. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement, which the City requests to be kept confidential, shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

17. Officials Not To Benefit. No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom. The Consultant is advised that no member, officer, or employee of the local public body or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in the contract or subcontract, or the proceeds thereof for work to be performed in connection with the project.

18. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between the City and Consultant arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration; if the parties hereto mutually agree, or in court of competent jurisdiction within the State in which the City is located.

19. City's Responsibilities. The City shall provide full information to the Consultant as to his requirements for the project; provide such legal, accounting, independent costs estimating, and insurance counseling services as may be required.

20. Federal and State Guidelines. The Consultant does hereby bind himself, certifies and gives his assurance that he will comply with all requirements of the grantor agency (HUD), as they relate to the application, acceptance and use of federal funds for the federally assisted project.

21. Successors and Assigns. The City and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns, or such party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

22. Miscellaneous Provisions. This Agreement shall be construed in accordance with the laws of the State of Mississippi and all obligations of the parties created hereunder are performable in the City. In case one or more of the provisions in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or non-enforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Any amendments to this Agreement shall not be effective unless consented to, in writing, by both parties.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement on this the ____ day of _____ 2012.

**Jimmy G. Gouras, Urban
Planning Consultants, Inc.**

By: _____
Olie Elfer, President

Attest:

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Ph.D, Mayor

Attest:

EXHIBIT "A"

SCOPE OF SERVICES

Analysis of Impediments to Fair Housing:

The City is in the process of developing its Five-Year Consolidated Plan and One-Year Action Plan that is submitted to the U.S. Department of Housing and Urban Development. The Consolidated Plan is the City's application for funding under the Community Development Block Grant (CDBG) Entitlement Program for a five year period. An Analysis of Impediments to Fair Housing must be included in this Consolidated Plan. The consultant shall prepare an Analysis of Impediments to Fair Housing in accordance with HUD requirements.

Preparation of the Analysis of Impediments to Fair Housing will include the following tasks:

- Analysis of Impediments. Prepare an Analysis of Impediments to Fair Housing in accordance with HUD regulations.
- Consult with various community stakeholders. As directed in 24 CFR 91.100, at a minimum, consult with (1) housing services, (2) health services, (3) social services, (4) homeless services, (5) county, (6) state, (7) adjacent jurisdictions, (8) HOPWA, (9) lead-based paint, and (10) public housing authorities.
- Public Hearings. Conduct all related public hearings and act as liaison between the community, Department of Federal and State Programs, and City officials.
- Mapping. Generate project maps.

AGREEMENT

THIS AGREEMENT made and entered into this the 15 day of May 2012, by and between the City of Hattiesburg, Mississippi (hereinafter referred to as "City") and Jimmy G. Gouras, Urban Planning Consultants, Inc. (hereinafter referred to as "Consultant"), who agree and contract as follows:

WITNESSETH THAT:

WHEREAS, the City must complete an Analysis of Impediments to Fair Housing; and

WHEREAS, the City needs planning assistance in meeting the requirements of the Community Development Block Grant Program and HOME Program; and

WHEREAS, the City desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the Community Development Block Grant Program and HOME Program, and the Consultant desires to provide said services;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Consultant. The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services set forth hereinafter in connection with the City's Community Development Block Grant Program and HOME Program, which are financed by grant funds provided by the U.S. Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended.
2. Scope of Services. The Consultant agrees to satisfactorily render and provide services hereinafter set forth in Exhibit "A", Scope of Services.
3. Disposition of Work Materials. All contract documents and similar work materials prepared by the Consultant in completing the scope of services, set forth as Exhibit "A", shall be the property of the City.
4. Period of Performance. The services provided under this Agreement by the Consultant, namely the completion of an Analysis of Impediments to Fair Housing, shall be completed and submitted to HUD.
5. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under the State, Federal, and Local law to perform such services.

6. Termination for Convenience of the City. The City may terminate this Agreement at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In that event, all finished or unfinished documents and other materials, at the option of the City, become its property. If the Consultant is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the date of termination.

7. Termination for Convenience of Consultant. The Consultant may terminate this Agreement at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished the City at least thirty (30) days before the effective date of termination. In that event, all finished or unfinished documents and other materials shall become the property of the City. In the event of termination for convenience by Consultant, all payments from the date of termination shall be forfeited to the City and any obligation by City to Consultant shall be terminated.

8. Termination for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this Agreement shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

9. Changes. The City or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to the Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendment to this Agreement.

10. Compensation Due to Consultant. The City agrees to pay and the Consultant agrees to perform the services referred to in Exhibit "A" Scope of Services for the amounts and at such times as outlined below:

- A. It is expressly understood and agreed that on the basis of present estimates, the total compensation and reimbursement, be at a rate not to exceed \$100 per hour, with a maximum total cost of \$15,000. This amount will be exceeded only after a review of all services rendered and to be rendered and of all payments made and anticipated to be made at the time an overrun becomes apparent, prior to completion of the contract, but only upon mutual written amendment thereof.
- B. Expenses to be charged to the project will include such items as meals, lodging, fax, and mapping and shall be charged at actual cost, while mileage shall be charged at the maximum rate allowed by the State of Mississippi.
- C. The Consultant shall bill to the City an invoice for services rendered monthly. However, at no time shall the percent paid exceed the percentage of work completed.

11. Equal Employment Opportunity. The Consultant will not discriminate against any employee or applicant for employment with regard to race, religion, sex, color, national origin, age, or disability. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color, national origin, age, or disability.

- A. Section 504 Handicapped: The Consultant agrees to take affirmative action to employ, advance in employment and, otherwise, treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act. In the event of the Consultant's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to this Act.

12. Interest of Members of the City and Others. No officer, member, employee of the City and no member of its governing body, the locality or localities in which the Project is situated or being carried out, who exercises any function or responsibilities in the review or approval of the undertaking or execution of the Project, shall participate in any decision relating to this Agreement, which affects his/her personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

13. Assignability. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of the City thereto; provided, however, that claims for money may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

14. Conditions and Assurances. Consultant agrees to abide by the following requirements:

- A. Access to Records: Consultant agrees that the City, H.U.D., the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant for the purpose of making audit, examination, excerpts, and transcripts.
- B. Retention of Records: Consultant shall maintain all records pertaining to this contract for three (3) years after the City makes final payment and all other pending matters are closed.
- C. Use of Materials: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City and the U.S. Department of Housing and Urban Development shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or part, any report, data, or other materials prepared under this Agreement.

15. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

16. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement, which the City requests to be kept confidential, shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

17. Officials Not To Benefit. No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom. The Consultant is advised that no member, officer, or employee of the local public body or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in the contract or subcontract, or the proceeds thereof for work to be performed in connection with the project.

18. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between the City and Consultant arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration; if the parties hereto mutually agree, or in court of competent jurisdiction within the State in which the City is located.

19. City's Responsibilities. The City shall provide full information to the Consultant as to his requirements for the project; provide such legal, accounting, independent costs estimating, and insurance counseling services as may be required.

20. Federal and State Guidelines. The Consultant does hereby bind himself, certifies and gives his assurance that he will comply with all requirements of the grantor agency (HUD), as they relate to the application, acceptance and use of federal funds for the federally assisted project.

21. Successors and Assigns. The City and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns, or such party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

22. Miscellaneous Provisions. This Agreement shall be construed in accordance with the laws of the State of Mississippi and all obligations of the parties created hereunder are performable in the City. In case one or more of the provisions in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or non-enforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Any amendments to this Agreement shall not be effective unless consented to, in writing, by both parties.

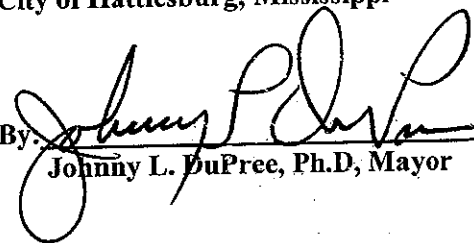
IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement on this the 15 day of May 2012.

**Jimmy G. Gouras, Urban
Planning Consultants, Inc.**

By: _____
Olie Elfer, President

Attest:

City of Hattiesburg, Mississippi

By: 
Johnny L. DuPree, Ph.D, Mayor

Attest:

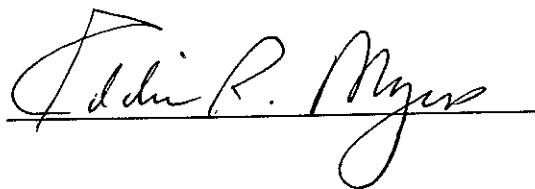


EXHIBIT "A"

SCOPE OF SERVICES

Analysis of Impediments to Fair Housing:

The City is in the process of developing its Five-Year Consolidated Plan and One-Year Action Plan that is submitted to the U.S. Department of Housing and Urban Development. The Consolidated Plan is the City's application for funding under the Community Development Block Grant (CDBG) Entitlement Program for a five year period. An Analysis of Impediments to Fair Housing must be included in this Consolidated Plan. The consultant shall prepare an Analysis of Impediments to Fair Housing in accordance with HUD requirements.

Preparation of the Analysis of Impediments to Fair Housing will include the following tasks:

- Analysis of Impediments. Prepare an Analysis of Impediments to Fair Housing in accordance with HUD regulations.
- Consult with various community stakeholders. As directed in 24 CFR 91.100, at a minimum, consult with (1) housing services, (2) health services, (3) social services, (4) homeless services, (5) county, (6) state, (7) adjacent jurisdictions, (8) HOPWA, (9) lead-based paint, and (10) public housing authorities.
- Public Hearings. Conduct all related public hearings and act as liaison between the community, Department of Federal and State Programs, and City officials.
- Mapping. Generate project maps.



City of Hattiesburg, MS

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

Master

File Number: 2012-0800

File ID: 2012-0800

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: Amended Agreement with CHDO - Housing Alternatives

Final Action: 05/15/2012

Minute Book Number: MB 2012-1/153

Title:

Approve Amendment to the CHDO contract with Housing Alternatives (found at MB 2010-3 / 39-50), (as amended August 3, 2010 @MB 2010-4 / 457-458, December 21, 2010 @MB 2010-6/707-708, and September 20, 2011 @MB 2011-5/552-554) to extend the time period to July 31, 2013 and to make Hattiesburg Area Habitat for Humanity a party to the agreement (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - HOME}

Notes:

Sponsors:

Enactment Date:

Attachments: CONTRACT ADDENDUM Agreements (HA) May 2012, Exhibit A - Construction Budget 437 Mable Street, Exhibit A - Construction Timeline 437 Mable Street, Executed Housing Alter

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Approve				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Delgado to Approve Amendment to the CHDO contract with Housing Alternatives (found at MB 2010-3 / 39-50), (as amended August 3, 2010 @MB 2010-4 / 457-458, December 21, 2010 @MB 2010-6/707-708, and September 20, 2011 @MB 2011-5/552-554) to extend the time period to July 31, 2013 and to make Hattiesburg Area Habitat for Humanity a party to the agreement (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - HOME}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2012-0800

Title

Approve Amendment to the CHDO contract with Housing Alternatives (found at MB 2010-3 / 39-50), (as amended August 3, 2010 @MB 2010-4 / 457-458, December 21, 2010 @MB 2010-6/707-708, and September 20, 2011 @MB 2011-5/552-554) to extend the time period to July 31, 2013 and to make Hattiesburg Area Habitat for Humanity a party to the agreement (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same.
{Entitlement - HOME}

Summary

Amended Agreement with CHDO - Housing Alternatives

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**AGREEMENT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
and Housing Alternatives in Hattiesburg
and Hattiesburg Area Habitat for Humanity**

Page 1 – Introduction:

THIS AGREEMENT, entered this the 4th day of May, 2010, by and between the City of Hattiesburg, (herein called the "City"), Housing Alternatives in Hattiesburg, (herein called the "CHDO"), and **Hattiesburg Area Habitat for Humanity (herein called the "SPONSORED")**.

WHEREAS, the City has applied for and received funds from the United States Government under the Housing and Community Development Act of 1974, Public Law 93-383 and the HOME Investment Partnerships Act Cranston-Gonzales National Affordable Housing Act (NAHA);

WHEREAS, the City wishes to assist the CHDO designating HOME Investment Partnerships Program (herein called "HOME") funds to expedite the development of housing beneficial to persons of low to moderate incomes;

WHEREAS, the CHDO wishes to SPONSOR another capable organization, the SPONSORED, in the development of housing beneficial to persons of low to moderate incomes;

NOW THEREFORE, it is agreed between the parties hereto that:

Page 1-Section I, Subsection B:

The CHDO is a "Sponsor," owning property on which to develop affordable housing.

Page 1-Section I, Subsection C (new):

Sponsorship Arrangement:

The CHDO, acting as a Sponsor, has acquired or will acquire property, and herein enters into an agreement with the SPONSORED in which the SPONSORED will develop, construct, market, and sell an affordable single-family house to a HOME eligible homebuyer.

In this Sponsorship arrangement, the CHDO agrees to provide oversight and guidance of the SPONSORED as necessary. The CHDO agrees to transfer to the SPONSORED, and the SPONSORED agrees to accept from the CHDO all benefits and rights associated with this agreement as well as all obligations, requirements, and liabilities.

The CHDO will maintain ownership of the property until completion of construction at which time, the CHDO will transfer ownership at no cost to the SPONSORED.

All parties acknowledge that a full disclosure of the funding available under this agreement has been made, and that any project costs previously incurred have been accounted for.

The SPONSORED will submit justification along with reimbursement requests to the CHDO. The CHDO will verify and submit reimbursement requests to the City. When requests are processed, the City will make payment to the CHDO. The CHDO agrees to promptly forward payment to the SPONSORED.

The CHDO agrees to maintain its certification throughout the term of this agreement to include any unforeseen amendments that may extend the term.

With the exception of Section VIII (Request for Disbursement) and Section XV (Personnel and Participant), Part A (CHDO Designations), which have been clarified in this section, all references hereinafter to the “CHDO” shall imply the “SPONSORED” as the SPONSORED agrees to fill this role.

Page 2-Section IV, paragraph 1:

Provided that the CHDO remains designated as a CHDO certified by the City, services of the CHDO shall cover the time period from May 4, 2010 until **July 31, 2013**, or until the HOME funds contracted under this agreement are disbursed and Close-Out procedures are completed as outlined in this document. The City reserves the right to terminate this Contract or to reduce the contract compensation amount if the CHDO fails to comply with all rules and regulations spelled out in the contract.

Exhibit A Addendum:

The attached addendum to Exhibit A provides an updated schedule for completion of tasks and a timetable with major milestones and measurable accomplishments that will be used to monitor CHDO performance.

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

Housing Alternatives in Hattiesburg

By: _____

Date: _____

Attest: _____

Date: _____

Hattiesburg Area Habitat for Humanity

By: _____

Date: _____

Attest: _____

Date: _____

Construction Budget for 437 Mable Street

Income		
CHDO Sponsorship from Housing Alternatives	\$ 50,000.00	
Downpayment Assistance (CDBG)	\$ 10,000.00	
Grants, Contributions, Sponsorships	\$ 8,200.18	
Total Income	\$ 68,200.18	
Expenses		
	Cost	In-Kind Value
Lot (Cost already incurred by Housing Alt.)	\$ 7,500.00	
Environmental Reviews (Cost incurred by Housing Alt.)	\$ 3,200.18	
Volunteer Labor		\$ 5,500.00
Excavating (Includes sewer tap and Water lines)	\$ 2,000.00	
Sand for Blockwork	\$ 100.00	
Foundation and Concrete	\$ 3,000.00	
Flooring package	\$ 4,000.00	
Rough Framing (Trusses, Panelized Walls, etc.)	\$ 8,500.00	
Exterior Doors	\$ 600.00	
Windows	\$ 2,000.00	
Plumbing (labor and material)	\$ 3,500.00	
Heating and AC (labor and material)	\$ 5,500.00	
Electrical (labor and materials)	\$ 2,000.00	
Electrical Materials In-kind	\$ -	\$ 1,500.00
Insulation	\$ 600.00	
Drywall (labor and material)	\$ 4,500.00	
Roofing (materials)	\$ 1,600.00	
Hardi Siding	\$ 3,000.00	
Interior Paint (labor only- paint donated by Valspar)	\$ -	\$ 1,000.00
Kitchen & Bath Cabinetry & Countertops	\$ 2,500.00	
Interior Trim Package (doors, casing, base and locksets)	\$ 2,000.00	
Finished Flooring Package (includes labor)	\$ 2,000.00	
Landscaping Package	\$ 600.00	
Miscellaneous (Rubbish Container, Portable Toilet, etc.)	\$ 1,500.00	
	\$ 60,200.18	\$ 8,000.00
Total Expenses	\$ 68,200.18	

Construction Timeline for 437 Mable Street

Foundation Work Begins	January 2013
Black-In	February 2013
Siding and Shingles	March 2013
Professional Labor (Electrical, Plumbing, HVAC, Sheetrock	April 2013
Trimwork and Flooring	May 2013
Final Inspections Completed	June 2013
Sell to Homeowner	July 2013

AGREEMENT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
and Housing Alternatives in Hattiesburg
and Hattiesburg Area Habitat for Humanity

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The CHDO agrees to maintain its certification throughout the term of this agreement to include any unforeseen amendments that may extend the term.

With the exception of Section VIII (Request for Disbursement) and Section XV (Personnel and Participant), Part A (CHDO Designations), which have been clarified in this section, all references hereinafter to the "CHDO" shall imply the "SPONSORED" as the SPONSORED agrees to fill this role.

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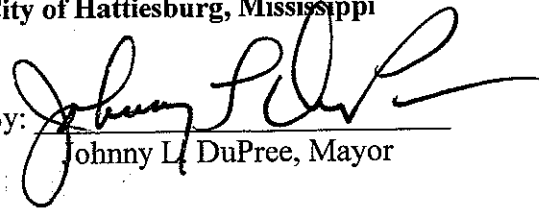
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IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

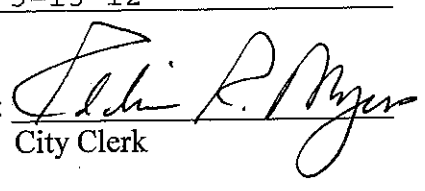
City of Hattiesburg, Mississippi

By:


Johnny L. DuPree, Mayor

Date: 5-15-12

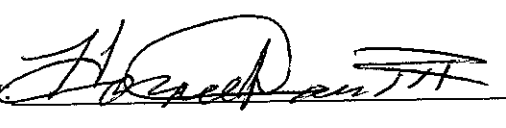
Attest:


City Clerk

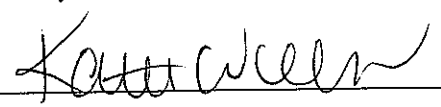
Date: 5-15-12

Housing Alternatives in Hattiesburg

By:


Date: 6/20/12

Attest:

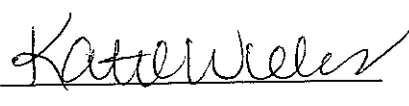

Date: 6/20/12

Hattiesburg Area Habitat for Humanity

By:


Date: 6-25-2012

Attest:


Date: 6/25/12

Construction Budget for 437 Mable Street

Income			
CHDO Sponsorship from Housing Alternatives		\$ 50,000.00	
Downpayment Assistance (CDBG)		\$ 10,000.00	
Grants, Contributions, Sponsorships		\$ 8,200.18	
Total Income		\$ 68,200.18	
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Exterior Doors		\$ 600.00	
Windows		\$ 2,000.00	
Plumbing (labor and material)		\$ 3,500.00	
Heating and AC (labor and material)		\$ 5,500.00	
Electrical (labor and materials)		\$ 2,000.00	
Electrical Materials In-kind		\$ -	\$ 1,500.00
Insulation		\$ 600.00	
Drywall (labor and material)		\$ 4,500.00	
Roofing (materials)		\$ 1,600.00	
Hardi Siding		\$ 3,000.00	
Interior Paint (labor only- paint donated by Valspar)		\$ -	\$ 1,000.00
Kitchen & Bath Cabinetry & Countertops		\$ 2,500.00	
Interior Trim Package (doors, casing, base and locksets)		\$ 2,000.00	
Finished Flooring Package (includes labor)		\$ 2,000.00	
Landscaping Package		\$ 600.00	
Miscellaneous (Rubbish Container, Portable Toilet, etc.)		\$ 1,500.00	
Total Expenses		\$ 60,200.18	\$ 8,000.00
		\$ 68,200.18	

Construction Timeline for 437 Mable Street

Foundation Work Begins	January 2013
Black-In	February 2013
Siding and Shingles	March 2013
Professional Labor (Electrical, Plumbing, HVAC, Sheetrock	April 2013
Trimwork and Flooring	May 2013
Final Inspections Completed	June 2013
Sell to Homeowner	July 2013



City of Hattiesburg, MS

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

Master

File Number: 2012-0798

File ID: 2012-0798

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 05/07/2012

Brief Title: Pinebelt Community Services CDBG Public Service
Grant Award

Final Action: 05/14/2012

Minute Book Number: MB 2012-1/153

Title:

Approve Public Service Grant Award to Pinebelt Community Services in an amount not to exceed \$10,000.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same.
{Entitlements}

Notes:

Sponsors:

Enactment Date:

Attachments: Pinebelt Community Services Meals Program 2012
Subrecipient, Pinebelt Community Services Meals
Exhibit A, Executed Meals

Enactment Number:

Contact:

Meeting Date: 05/14/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Vice President Ware to Approve Public Service Grant Award to Pinebelt Community Services in an amount not to exceed \$10,000.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0798

Title

Approve Public Service Grant Award to Pinebelt Community Services in an amount not to exceed \$10,000.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}

Summary

Pinebelt Community Services CDBG Public Service Grant Award

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT**

**PINEBELT COMMUNITY SERVICES
MEALS PROGRAM**

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **fifteenth (15th) day of May, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and the **Pinebelt Community Services**, (herein called the "Subrecipient"), located in the City of Hattiesburg (**1101 North Main Street, Hattiesburg, MS 39401**) for an amount not to exceed **\$10,000.00** and which shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: **providing Public Service to the community, specifically meals to people in need, such as low- to moderate-income elderly and/or disabled shut-ins and low- to moderate-income community residents including homeless persons.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to purchase food to support its program of delivering meals to low- to moderate-income elderly and/or disabled shut-ins as well as an on-site meals program serving low- to moderate-income individuals and families, which includes homeless persons. The Subrecipient proposes that the CDBG funding will support its meals program, projecting that 200 (unduplicated) people and approximately 120 (unduplicated) households will directly benefit.

Program Delivery

The Subrecipient will track the total number of meals provided and the total number of individuals that directly benefit from the meals program. The Subrecipient will collect demographic and income data on all people served through the meal delivery portion of this activity and will maintain appropriate client files. The accomplishment data reported on this activity will be based on the number of unduplicated people that directly benefit from the meals program, which will include those served on site and through delivery. Final accomplishment data may rely on the Presumed Benefit inherent in the on site

portion of the activity. The other data collected should be reported, and will be reported to HUD in narrative format only.

The Subrecipient will provide the Grantee with Quarterly Reports, due June 10, September 10, and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

Non-compliance with the CDBG program, financial requirements, eligibility requirements, reporting requirements, or any part of the agreement contained herein may result in the Grantee requiring the return of some, or all, funds drawn by the Subrecipient.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of Benefiting Low to Moderate Income individuals under the Limited Clientele Activity in accordance with 24 CFR Part 570.201(e).

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Grant Award	05/15/2012
Implement Meals Program	05/15/2012 – 12/20/2011
Complete and Submit Final Report	12/20/2011

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after

being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **fifteenth day of May 2012** and end on the **31st day, December, 2012**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to \$10,000.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

MEALS PROGRAM	
FOOD	\$8,500.00
CONSUMABLE SUPPLIES	<u>\$1,500.00</u>
TOTAL	\$10,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (A) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

Any Program Income generated as a result of this award must be returned to the Grantee within 30-days.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$10,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

Payment to the Subrecipient may only be made as a reimbursement for costs incurred, attributed to a line item of the approved budget in Part III, and justified with appropriate documentation.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Subrecipient
City of Hattiesburg Franklyn L. Tate, Director Dept of Federal & State Programs Phone: (601) 554-1006 Fax: (601) 545-4592	Kenneth Fairley, Executive Director Pinebelt Community Services 1101 North Main Street Hattiesburg, MS 39401 Phone: (601) 583-4943 Email: pastorfairley@yahoo.com

VI. SPECIAL CONDITIONS

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to the budget among line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg.

The Subrecipient, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the service or subject matter called for in this agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG Public Services funds from the City of Hattiesburg. The Community

Development Administrator or his designee will chair meetings. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for five (5) years after final disposition of such

property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures and regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all

relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the

discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications and Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph IX. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of \$2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

"The work to be performed under this contract is a project assisted under a program providing direct federal funding from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with

documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of

Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.
- c. It will require that the language of paragraph (d) of this certification be included in award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the

benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic

Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

Pinebelt Community Services

By: _____
Johnny L. DuPree, Mayor

By: _____
Kenneth Fairley, Executive Director

Date: _____

Date: _____

Attest: _____
Eddie Myers, City Clerk

Attest: _____

Date: _____

Date: _____

11

**NOTICE OF AVAILABILITY
OF COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE GRANT FUNDS**

The City of Hattiesburg, Mississippi, in accordance with its 2012 Action Plan (a component of its 2008 – 2012 Consolidated Plan) is accepting proposals for Public Service Grant awards. Eligible organizations include nonprofit organizations operating within the City limits of Hattiesburg, Mississippi. Churches are not eligible.

Eligible activities include but are not limited to: those benefiting low to moderate income individuals, job training, crime prevention, health services, substance abuse services, education programs, services to senior citizens, services benefiting at risk youth and services benefiting the homeless.

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 29, 2012.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Proposals" and the NAME OF THE ITEM on which proposal is being submitted and the DATE OF BID OPENING.

The proposals should include the following:

1. Description of the Organization to include name, address, 501 3(c) status, DUNS number, EIN number, makeup of the board, contact person and any other descriptive information available
2. Description for program for which funding is being requested
3. Proposed budget for program or activity to include other sources of funding
4. Program outcomes or benchmarks
5. City of Hattiesburg's CDBG Public Service Application Form

Proposals that fail to include all of the information above will not be considered.

Copies of the City of Hattiesburg's CDBG Public Service Application Form are available upon request between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday at the Office of the Clerk, City Hall, Second Floor, 200 Forrest Street, Hattiesburg, MS 39401.

Questions related to this announcement should be forwarded to Franklyn L. Tate, Director of Federal and State Programs City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street, 601-554-1006.

PUBLISHED by Order of the Council on this, the 6th day of March 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johany L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, March 9, 2012; Friday, March 16, 2012

March 27, 2012

CITY OF HATTIESBURG
CDBG PUBLIC SERVICE GRANT APPLICATION

Description of the Organization: Dedicated to empowering and serving those in needs in our service area.

PineBelt Community Services
1101 North Main Street
Hattiesburg, Mississippi 39401

501 (c) 3 Status: Current

DUNS Number:

EIN Number: 64-3424650

Description of the Program for which funding is requested:

PineBelt Community Services is requesting funding for its Meals Program. The program serves an average of 225-250 households and/or individuals weekly. During the holiday season and other times during the year, the weekly total can be between 275 and 300. The program has two components: delivery of meals to 115-125 households (some households have more than one eligible individual); and serving of meals to walk-ins (this number will vary from week-to-week, with a core number average of 110-130 individuals). Many of the walk-ins are children and young persons under the age of thirty.

Proposed Budget for Program or Activity:

The program is requesting \$15,000.00 in CDBG Public Service funds from the City (see attached budget).

Program Outcomes or Benchmarks

The program outcomes are the number of individuals that receive a nutritious meal and the number of meals that are prepared served and/or delivered.

March 27, 2012

CITY OF HATTIESBURG
CDBG PUBLIC SERVICE GRANT APPLICATION

Description of the Organization: Dedicated to empowering and serving those in needs in our service area.

PineBelt Community Services
1101 North Main Street
Hattiesburg, Mississippi 39401

501 (c) 3 Status: Current

DUNS Number:

EIN Number: 64-3424650

Description of the Program for which funding is requested:

PineBelt Community Services is requesting funding for its Meals Program. The program serves an average of 225-250 households and/or individuals weekly. During the holiday season and other times during the year, the weekly total can be between 275 and 300. The program has two components: delivery of meals to 115-125 households (some households have more than one eligible individual); and serving of meals to walk-ins (this number will vary from week-to-week, with a core number average of 110-130 individuals). Many of the walk-ins are children and young persons under the age of thirty.

Proposed Budget for Program or Activity:

The program is requesting \$15,000.00 in CDBG Public Service funds from the City (see attached budget).

Program Outcomes or Benchmarks

The program outcomes are the number of individuals that receive a nutritious meal and the number of meals that are prepared served and/or delivered.

December 9, 2010

CITY OF HATTIESBURG
CDBG PUBLIC SERVICE GRANT APPLICATION

Description of the Organization:

PineBelt Community Services
1101 North Main Street
Hattiesburg, Mississippi 39401

501 (c) 3 Status: Current

DUNS Number:

EIN Number: 64-3424650

Description of the Program for which funding is requested:

Proposed Budget for Program or Activity:

Program Outcomes or Benchmarks

PINEBELT COMMUNITY SERVICES
MEALS PROGRAM 2012
BUDGET

Line Item	CDBG	Other	TOTAL
Food Purchases	\$ 6,607.80	\$ 3,000.00	\$ 9,607.80
Gas Range	\$ 1,582.20 (Includes Taxes)		\$ 1,582.20
Gas Fryer	\$ 810.00 (Includes Taxes)		\$ 810.00
Utilities	\$ 1,200.00	\$ 1,800.00	\$ 3,000.00
Gas Cards for Volunteer Drivers	\$ 2,400.00		\$ 2,400.00
Administration	\$ 1,200.00	\$ 3,600.00	\$ 4,800.00
Food Preparation and Supplies	\$ 1,200.00	\$ 2,400.00	\$ 3,600.00
TOTAL	\$15,000.00	\$10,800.00	\$25,800.00

Quote

12/29/2011

Project:

PINEBELT COMMUNITY
SERVICES
MT. CARMEL BAPTIST CHURCH

From:

Grover Brothers Equipment
KEITH HILL
1500 North Main St.
Hattiesburg, MS 39401-1911
Phone: (601) 545-3505

Item	Qty	Description	Sell Each	Sell Total
1	1	ea RANGE, 24" RESTAURANT, GAS American Range Model No. AR-4 Heavy Duty Restaurant Range, gas, 24", (4) 32,000 BTU open burners, standard oven w/one rack, stainless steel front, sides, high shelf and riser, 6" chrome plated legs, ETL, 155,000 BTU	1,375.00	1,375.00
				
	1	ea Standard one year limited warranty on parts & labor		
	1	ea Natural Gas		
2	1	ea RANGE, 36" RESTAURANT, GAS American Range Model No. AR-6 Heavy Duty Restaurant Range, gas, 36", (6) 32,000 BTU open burners, standard oven w/one rack, stainless steel front, sides, high shelf and riser, 6" chrome plated legs, ETL, 227,000 BTU	1,465.00	1,465.00
				
	1	ea Standard one year limited warranty on parts & labor		
	1	ea Natural Gas		
	1	ea 26-1/2" Standard oven,		
3	1	ea FRYER, FLOOR MODEL, GAS, FULL POT Admiral Craft Model No. GF-90 Packed: each Fryer, Gas, Floor model, tube-fired, 35-40 lb oil capacity, thermostatic controls, safety shut-off, 1-1/4" front drain valve, pilot light, 16 gauge s/s tank, 6" adj. legs, (2) nickel plated oblong baskets, (1) nickel plated tube rack, drain extension, bui	750.00	750.00
				
	1	ea Natural gas		

Merchandise 3,590.00

Total 3,590.00

12/29/2011

Acceptance: _____ Date: _____

Printed Name: _____

AMERICAN
Quality Commercial Cooking Equipment



www.americanrange.com

RANGE

24" HEAVY DUTY RESTAURANT RANGE

The Heavy Duty Restaurant Range Series by American Range was designed for continuous rugged use and performance. All the latest technology is incorporated to give you the best value for your money. You wanted power! We give it to you with 32,000 BTU per open top burner, and 20,000 BTU per griddle burner. Something you normally see with institutional series ranges. All stainless steel external body is a standard fixture for longevity and easy cleaning. Quality, dependability and customer satisfaction make American Range the ultimate choice.



SHOWN WITH OPTIONAL CASTERS



AR



STANDARD FEATURES

- * Stainless steel front, sides, high shelf, and riser.
- * Heavy gauge welded frame construction.
- * 6" Stainless steel heavy duty landing ledge.
- * 12" x 12" Sectioned Cast Iron Top Grates.
- * 32,000 BTU/hr. lift off Top Open Burners.
- * Porcelainized oven interior.
- * One chrome plated rack per oven.
- * 100% safety oven pilot.
- * 6" chrome plated steel legs. Optional Casters available.
- * AGA and CGA design certified and NSF listed.
- * One year limited warranty on parts and labor.

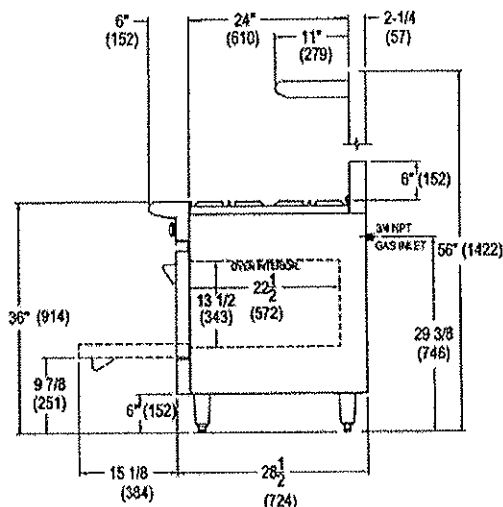
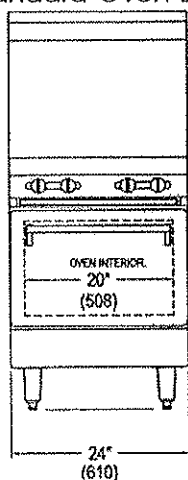
STANDARD OVEN

- * Sturdy, welded front frame provides stability to the range.
- * Pull off stainless door for easy cleaning.
- * Oven dimensions: 20Wx22-1/2Dx13-1/2H
- * Thermostat control from 150°F to 500°F.
- * (1) Chrome plated oven rack (Additional racks optional).
- * Porcelain enamel finish inside oven bottom, sides, back, and door liner.
- * Steel burner rated at 27,000 BTU/hr.
- * 100% safety gas shut off.
- * Matchless push button ignition to light a standing pilot.

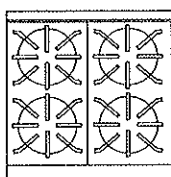
24" HEAVY DUTY RESTAURANT RANGE

AR Series

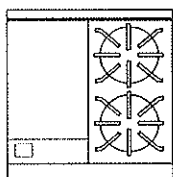
Standard Oven Base



AR-4



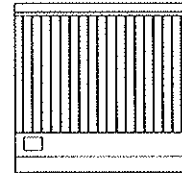
AR12G-2B



AR24G



AR-2RB



24" Wide Range (20" Wide Oven)

MODEL	DESCRIPTION	TOTAL BTU	KW	SHIP. WT. Lbs.	Kg.
AR-4	(4) Burners	155,000	45.42	470	213
AR12G-2B	(1) 12" Griddle & (2) Burners	111,000	32.23	475	216
AR24G	24" Griddle	67,000	19.63	500	227
AR-2RB	24" Wide Radiant Broiler	87,000	25.49	530	240

OPEN BURNERS

- Heavy duty sectioned cast iron top grates.
- Two piece, lift off top, easy clean burners, rated at 32,000 BTU/hr. each.
- One standing pilot for each burner, for instant ignition.
- Removable full width drip pan.

GRIDDLES

- Highly polished thick steel griddle plate.
- 3" (76) wide grease drawer.
- One steel burner every 12" (305), rated at 20,000 BTU/hr.
- Non clog S/S pilot for each burner for automatic ignition.
- Manual control valve for each burner.
- S/S spatula width, grease trough with landing ledge.

RADIANT BROILER

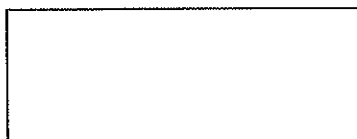
- Heavy duty, reversible cooking tracks with integral runners to direct grease to trough. The heavy castings retain heat to minimize recovery time during peak periods.
- Efficient, top ported burners rated at 15,000 BTU/hr. each with individual pilot and precision brass valves.

AVAILABLE OPTIONS

- 6" (152) stub back.
- Casters (set of four).
- Extra Chrome Oven Rack.
- Cabinet base.
- Thermostat Griddle.
- Grooved griddle.
- Fish grate (only for radiant broiler).

Gas: Manifold pressure is 5.0" W.C. for natural gas or 10.0" W.C. for propane gas. Specify type of gas and altitude if over 2000 feet. 3/4" NPT Gas inlet. Clearances: For use only on non-combustible floors. Legs or casters are required, or 2" (51) overhang is required when curb mounted. Clearance from non-combustible walls is 0". When unit is placed next to combustible walls, clearances must exceed 12" (305) on sides, and 4" (102) from rear. Radiant broilers for non-combustible locations only!

American Range Corporation is a quality manufacturer of commercial cooking equipment. Because of continuing product improvements these specifications are subject to change without prior notice.



AMERICAN RANGE
Quality Commercial Cooking Equipment
13592 Desmond St. Picoalima CA 91331
Tel: 818-897-0808 Fax: 818-897-1670



AMERICAN
Quality Commercial Cooking Equipment



www.americanrange.com

ITEM # _____

36" HEAVY DUTY RESTAURANT RANGE

The Heavy Duty Restaurant Range Series by American Range was designed for continuous rugged use and performance. All the latest technology is incorporated to give you the best value for your money. You wanted power! We give it to you with 32,000 BTU per open top burner, and 20,000 BTU per griddle burner. Something you normally see with institutional series ranges. All stainless steel external body is a standard fixture for longevity and easy cleaning. Quality, dependability and customer satisfaction make American Range the ultimate choice.



SHOWN WITH OPTIONAL CASTERS & CONVECTION OVEN BASE



AR



STANDARD FEATURES

- * Steel front, sides, high shelf, and riser.
- * Heavy gauge welded frame construction.
- * 6" Stainless steel heavy duty landing ledge.
- * 12" x 12" sectioned cast iron top grates.
- * 32,000 BTU/hr. lift off top open burners.
- * Porcelainized oven interior.
- * One chrome plated rack per oven.
- * 100% safety oven pilot.
- * 6" chrome plated steel legs. Optional Casters available.
- * AGA and CGA design certified and NSF listed.
- * One year limited warranty on parts and labor.

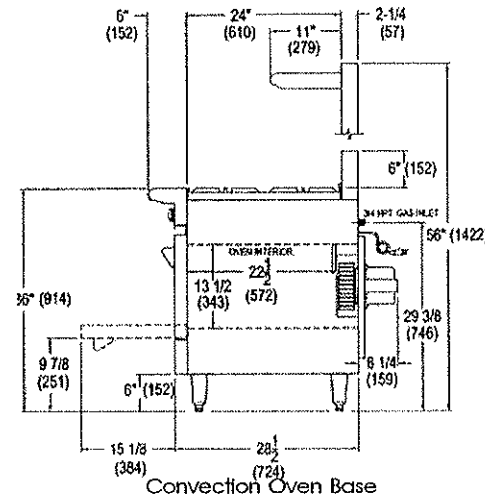
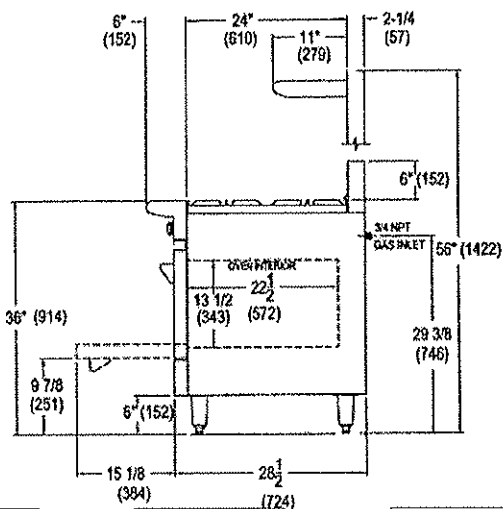
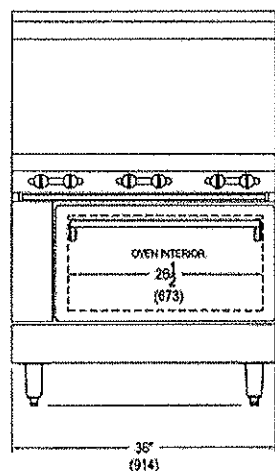
STANDARD OVEN

- * Sturdy, welded front frame provides stability to the range.
- * Pull off stainless door for easy cleaning.
- * Oven dimensions: 26 1/2" W x 22-1/2" D x 13-1/2" H.
- * Thermostat control from 150°F to 500°F.
- * (1) Chrome plated oven rack (Additional racks optional).
- * Porcelain enamel finish inside oven bottom, sides, back, and door liner.
- * Steel burner rated at 35,000 BTU/hr.
- * 100% safety gas shut off.
- * Matchless push button ignition to light a standing pilot.

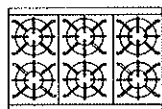
36" HEAVY DUTY RESTAURANT RANGE

AR Series

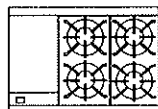
Standard Oven Base



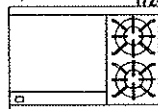
Convection Oven Base



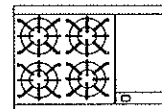
AR-6



AR12G-4B



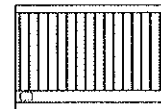
AR24G-2B



AR4B-12RG



AR-36G



AR-3RB

36" Wide Range (26-1/2" Wide Oven)

MODEL	DESCRIPTION	TOTAL BTU	KW	SHIP. WT. Lbs.	Kg.
AR-6	(6) Burners	227,000	66.52	611	277
AR12G-4B	(1) 12" Griddle & (4) Burners	183,000	53.63	631	286
AR24G-2B	(1) 24" Griddle & (2) Burners	139,000	40.73	641	290
AR36G	(1) 36" Griddle	95,000	27.84	662	300
AR4B-12RG	(4) Burners & (1) 12" Raised Griddle	203,000	59.49	645	292
AR-3RB	36" Wide Radiant Broiler	125,000	36.63	647	293

• Optional Innovection base available: Add Suffix "-NV".

OPEN BURNERS

- Heavy duty sectioned cast iron top grates.
- Two piece lift off top easy clean burners Rated at 32,000 BTU/hr. each.
- One standing pilot for each burner, for instant ignition.
- Removable full width drip pan.

GRIDDLES

- Highly polished thick steel griddle plate.
- 3" (76) wide grease drawer.
- One steel tube burner every 12" (305), rated at 20,000 BTU/hr.
- Non clog S/S pilot for each burner for instant ignition.
- Manual control valve for each burner.
- S/S Spatula width grease trough with landing ledge.

RADIANT BROILER

- Heavy duty, reversible cooking tracks with integral runners to direct grease to trough. The heavy castings retain heat to minimize recovery time during peak periods.
- Efficient, top ported burners rated at 15,000 BTU/hr. each with individual pilot and precision brass valves.

AVAILABLE OPTIONS

- 6" (152) stub back.
- Casters (set of four).
- Extra Chrome Oven Rack.
- Cabinet base.
- Thermostat Control Griddle.
- Grooved griddle
- Fish grate (only for radiant broiler).
- Convection oven.

Gas: Manifold pressure is 5.0" W.C. for natural gas or 10.0" W.C. for propane gas. 3/4" NPT Gas Inlet. Specify type of gas and altitude if over 2000 feet. 3/4" NPT Gas Inlet.

Clearances: For use only on non-combustible floors. Legs or casters are required, or 2" (51) overhang is required when curb mounted. Clearance from non-combustible walls is 0". When unit is placed next to combustible walls, clearances must exceed 12" (305) on sides, and 4" (102) from rear. Radiant broilers for non-combustible locations only.

American Range Corporation is a quality manufacturer of commercial cooking equipment. Because of continuing product improvements these specifications are subject to change without prior notice.



AMERICAN RANGE
Quality Commercial Cooking Equipment
13592 Desmond St. Pacoima CA 91331
Tel: 818-897-0808 Fax: 818-897-1670





GF-90, GF-120, GF-150 Economy Tube Fired Gas Fryers

Standard Specifications

CONSTRUCTION

- Welded 16 gauge stainless steel tank with a super smooth machine finish ensures easy cleaning
- Long lasting baffles are mounted in the heat exchange tubes to provide maximum heating and combustion efficiency
- Standing pilot light design provides a ready flame when heat is required

STANDARD ACCESSORIES

- Two nickel plated oblong wire mesh baskets
- One nickel plated tube rack
- One drain extension
- Built-in heat deflector
- 6" adjustable legs

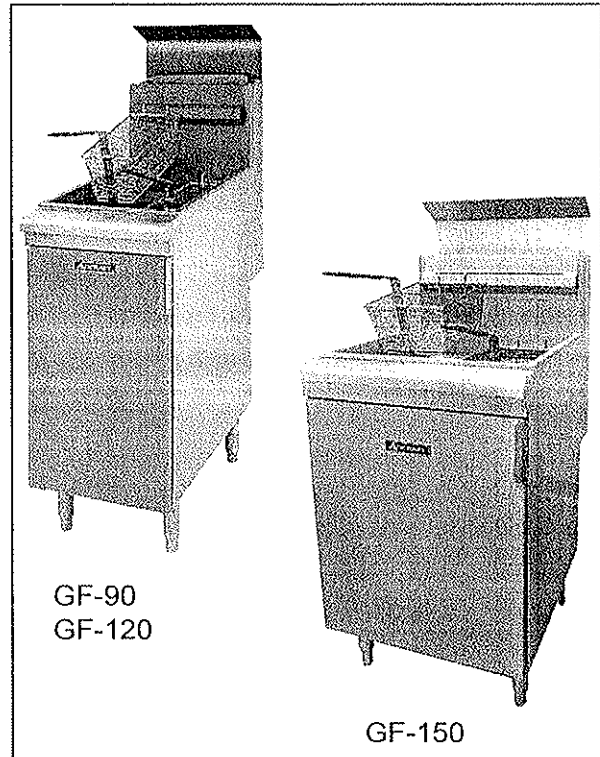
CONTROLS

- Thermostat maintains temperature between 200°F(93°C) and 400°F(204°C)
- Integrated gas control valve acts as a manual and pilot valve, automatic pilot valve, gas filter, pressure regulator and automatic main valve
- Gas control valve prevents gas flow to the main burner until pilot is established and shuts off all the gas flow automatically if the pilot flame goes out
- Temperature limit automatically shuts off all gas flow if the fryer temperature exceeds 450°F(232°C)

WARRANTY

Admiral Craft Equipment Corp. (Adcraft) warrants the GF series gas fryers to be free of defects in materials and workmanship for a period of 1 year from the date of original installation.

The Stainless steel fry tank has a five (5) year limited tank warranty. If during the first year only, the tank is found to have a leak and is verified by an authorized service company, the entire fryer will be replaced. After the first year a replacement tank will be sent free of charge excluding freight and labor charges.



OPERATIONS

- Standing pilot and thermostat maintain temperature automatically at the selected temperature (between 200°F(93°C) and 400°F (204°C))
- Front 1-1/4" drain, for quick draining

AVAILABLE OPTIONS & ACCESSORIES

- Stainless Steel Cover
- Casters

APPROVALS

- ETL Approved
- ETL Sanitation
- AGA Certified

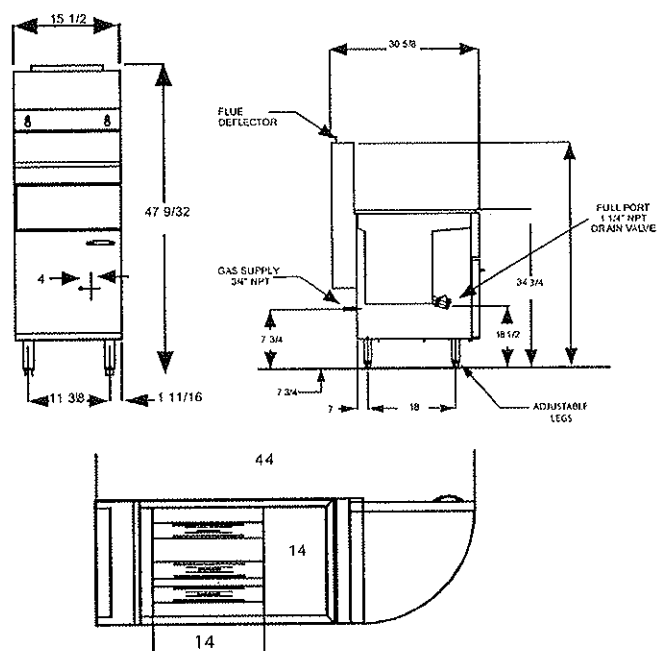


Admiral Craft Equipment Corp. • 940 South Oyster Bay Rd. • Hicksville, NY 11801
Phone 800-223-7750 • Fax 800-447-7751
The more you look, the better we look.

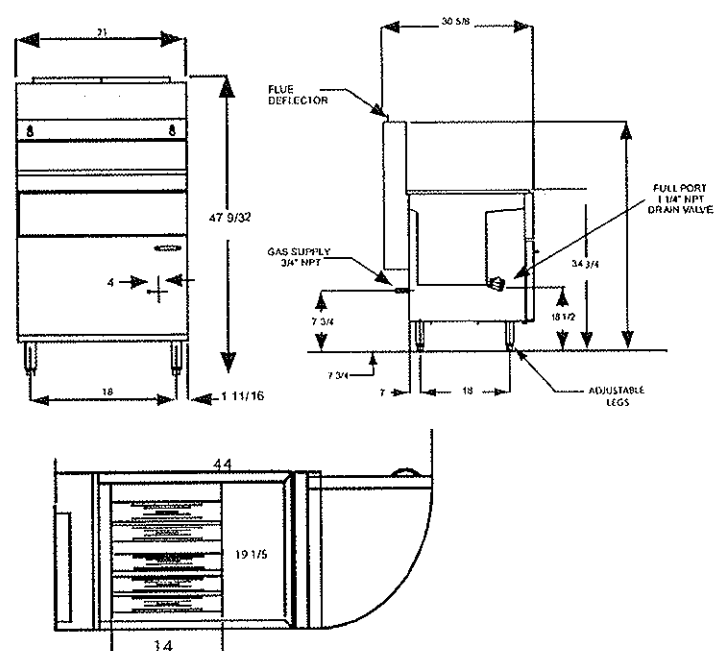


GF-90 GF-120 GF-150

Economy Tube Fired Gas Fryers



GF-90 & GF-120 models



GF-150 model

OIL CAPACITY

35-40 pounds (20.8kg)- Model GF-90 (18.5-23 Liter)
 45-50 pounds (21.4kg)- Model GF-120 (21.3-25 Liter)
 65-70 pounds (33.6kg)- Model GF-150 (31-37 Liter)

SHIPPING INFORMATION

169 pounds (77kg) / 15.9 cubic feet (0.45 cubic meters) Model GF-90
 180 pounds (82kg) / 15.9 cubic feet (0.45 cubic meters) Model GF-120
 218 pounds (99kg) / 20.5 cubic feet (0.58 cubic meters) Model GF-150

GAS CONSUMPTION

90,000 BTU's/Hour (22,680 Kcal)-Model GF-90
 120,000 BTU's/Hour (30,744 Kcal)-Model GF-120
 150,000 BTU's/Hour (37,799 Kcal)-Model GF-150
 Available in Natural or Propane

TYPICAL APPLICATION

Frying for a medium production rate.

Admiral Craft Equipment Corp. • 940 South Oyster Bay Rd. • Hicksville, NY 11801
 Phone 800-223-7750 • Fax 800-447-7751
 The more you look, the better we look.

**CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM**

GENERAL INFORMATION

Date: 3 / 27 / 2012

Organization Name: Pinebelt Community Services

Organization Representative: Mrs. Lucille Bass

Telephone: 601- 544- 8332 Email: lucillebass@hotmail.com

DUNS Number (Required) EIN 64-3424650

Is the Agency/Organization a registered 501c(3)?

☒ YES ☐ NO

Proposed Grant Activities:

1. Preparation and delivery of meals
2. Preparation and serving of meals
3. Distribution of excess donated commodities

Numeric Goals & Objectives as stated in the statement of work:

1. Deliver Weekly 115 - 120 meals to elderly and disabled persons and households
2. Prepare and serve 110 - 130 meals to low-income, homeless and at risk of becoming homeless persons.
3. _____

Does the applicant agree that progress reports will be submitted to the City of Hattiesburg on a quarterly basis (or more frequently if requested) for the entirety of the grant period?

☒ YES ☐ NO

How many people are projected to directly benefit from this service? 225 - 250 weekly

Who is the intended clientele of this service? Low-income persons, homeless and those at risk of becoming homeless.

RECORD KEEPING

Is the agency capable of maintaining detailed client records for accurately reporting its accomplishments?

☒ YES ☐ NO

Is the agency aware of the requirement to verify the household income of clients when the activity is intended to benefit low- to moderate-income individuals?

☒ YES ☐ NO

Is the agency capable of properly documenting household income verification data?

☒ YES ☐ NO

Will the agency rely on the most current HUD Income Limits (currently 2010)?

☒ YES ☐ NO

Does the agency have a system for identifying "New" unduplicated clients?

☒ YES ☐ NO

If no, explain steps sub-grantee will take to establish such a system: _____

CONTRACTUAL COMPLIANCE:

Grantor Recognition: Is the agency capable of "prominently labeling" activities, facilities, items utilized, and all publications made possible as a result of the grant (i.e. CDBG-funded by the City of Hattiesburg)? ☒ YES ☐ NO

When applicable, is the organization capable of abiding by Section 3 requirements (12 USC 1701, Housing and Urban Development Act, and 24 CFR 135) requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to businesses located in or owned in substantial part by persons residing in the areas of the project. ☒ YES ☐ NO

If applicable construction is a part of the grant activity, is the agency capable of abiding by the requirements of the Davis-Bacon Act? ☒ N/A ☐ YES ☐ NO

Have any fair housing concerns been filed against the agency? YES ☒ NO
If so, provide the current status of the concern of complaint: _____

If applicable, is the fair housing logo displayed in program materials? ☒ N/A ☐ YES ☐ NO

EMPLOYEE RELATIONS

Does the agency have an employment application? ☒ YES ☐ NO

Does the organization have written employment and personnel policies for review? ☒ YES ☐ NO

Does the organization have policies/procedures to address personnel complaints? ☒ YES ☐ NO

Are EEO Posters utilized? ☒ YES ☐ NO

RECORDKEEPING AND DOCUMENTATION

An agreement between the City and a subgrantee/subrecipient must specify that records/documents be maintained including:

- Description of activities to be taken;
- Information indicating that a National Objectives is being met by the activities conducted;
- Eligibility information demonstrating eligibility of activities;
- Documents on use of CDBG funds for acquisition/improvement/use/disposition of property
- Documents showing compliance with fair housing, affirmative action; equal opportunity requirements;
- Financial records;
- Other records (per Subpart K; 24 CFR 570): labor, environmental standards; National Flood Insurance; displacement/relocation/acquisition/replacement of housing; employment/contracting opportunities; lead-based paint; debarred contractors; cost principles, conflict of interest.

Is the agency capable of maintaining applicable records? ☒ YES ☐ NO

Will records be maintained for five years after termination of activities funded under this agreement? ☒ YES ☐ NO

FINANCIAL INFORMATION:

Does sub-grantee have a current audit including a management letter available for review?

☒ YES ☐ NO

If not, explain: _____

Are there any outstanding audit issues ?

YES ☒ NO

If yes, explain and describe how issues will be resolved _____

Does the agency have written procedures for approving and recording transactions?

☒ YES ☐ NO

Is there a separation of financial functions (approving purchases, recording transactions, etc.)?

☒ YES ☐ NO

Does the agency have the components of a financial management system including a chart of accounts, general ledgers, reconciliation, etc.?

☒ YES ☐ NO

Is the agency aware that draws against a grant are only available on a reimbursement basis, for eligible expenses agreed upon in the program budget, and supported by adequate documentation submitted to the City (time sheets if salary; invoices if supply or equipment purchased, etc.)?

☒ YES ☐ NO

Will the project produce program income?

YES ☒ NO*The answer to this question will not automatically qualify or disqualify the activity. If income will be produced as a result of the activity, follow-up discussion may be necessary to clarify expectations and requirements of both parties.*

If any portion of a salary will be paid with CDBG funding, is the agency capable of maintaining adequate timesheets, also documenting time spent on activities other than the CDBG-funded activity?

N/A ☒ YES ☐ NO**PROCUREMENT INFORMATION**

Will any of the work done under this program be contracted out?

YES ☒ NO

Will price/rate quotations be obtained from an adequate number of qualified sources?

☒ YES ☐ NO

Will purchases over \$25,000 be put out to formal bid?

☒ YES ☐ NO

If applicable, will the agency utilize the Department of Labor's list of Disadvantaged Enterprises?

☒ YES ☐ NO**ORGANIZATION INFORMATION:**Identify employees working on this activity: Lucille Bass ; Clarence Williams

Will time logs be maintained?

YES ☒ NO

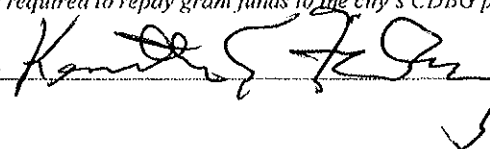
Are employees' taxes withheld on paychecks?

☒ YES ☐ NO

Will any board members / employees or their immediate families be assisted under the proposed activity?

YES ☒ NO*This application/questionnaire is intended as a means to identify qualified organizations, and in no way promises funding from any source. By signing below, the organization attests that all information contained herein is accurate, and that if granted funds, the organization will comply with all applicable regulations. Additionally, the organization understands that if information in this application is later found to be inaccurate or if the organization in any way fails to comply with CDBG requirements, the organization may be required to repay grant funds to the city's CDBG program.*

Signature of Authorize Representative



CITY OF HATTIESBURG

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT**

**PINEBELT COMMUNITY SERVICES
MEALS PROGRAM**

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **fifteenth (15th) day of May, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and the **Pinebelt Community Services**, (herein called the "Subrecipient"), located in the City of Hattiesburg (1101 North Main Street, Hattiesburg, MS 39401) for an amount not to exceed **\$10,000.00** and which shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: **providing Public Service to the community, specifically meals to people in need, such as low- to moderate-income elderly and/or disabled shut-ins and low- to moderate-income community residents including homeless persons.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to purchase food to support its program of delivering meals to low- to moderate-income elderly and/or disabled shut-ins as well as an on-site meals program serving low- to moderate-income individuals and families, which includes homeless persons. The Subrecipient proposes that the CDBG funding will support its meals program, projecting that 200 (unduplicated) people and approximately 120 (unduplicated) households will directly benefit.

Program Delivery

The Subrecipient will track the total number of meals provided and the total number of individuals that directly benefit from the meals program. The Subrecipient will collect demographic and income data on all people served through the meal delivery portion of this activity and will maintain appropriate client files. The accomplishment data reported on this activity will be based on the number of unduplicated people that directly benefit from the meals program, which will include those served on site and through delivery. Final accomplishment data may rely on the Presumed Benefit inherent in the on site

portion of the activity. The other data collected should be reported, and will be reported to HUD in narrative format only.

The Subrecipient will provide the Grantee with Quarterly Reports, due June 10, September 10, and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

Non-compliance with the CDBG program, financial requirements, eligibility requirements, reporting requirements, or any part of the agreement contained herein may result in the Grantee requiring the return of some, or all, funds drawn by the Subrecipient.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of Benefiting Low to Moderate Income individuals under the Limited Clientele Activity in accordance with 24 CFR Part 570.201(e).

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Grant Award	05/15/2012
Implement Meals Program	05/15/2012 - 12/20/2011
Complete and Submit Final Report	12/20/2011

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after

being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **fifteenth day of May 2012** and end on the **31st day, December, 2012**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to \$10,000.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

MEALS PROGRAM	
FOOD	\$8,500.00
CONSUMABLE SUPPLIES	<u>\$1,500.00</u>
TOTAL	\$10,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (A) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

Any Program Income generated as a result of this award must be returned to the Grantee within 30-days.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$10,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

Payment to the Subrecipient may only be made as a reimbursement for costs incurred, attributed to a line item of the approved budget in Part III, and justified with appropriate documentation.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Subrecipient
City of Hattiesburg Franklyn L. Tate, Director Dept of Federal & State Programs Phone: (601) 554-1006 Fax: (601) 545-4592	Kenneth Fairley, Executive Director Pinebelt Community Services 1101 North Main Street Hattiesburg, MS 39401 Phone: (601) 583-4943 Email: pastorfairley@yahoo.com

VI. SPECIAL CONDITIONS

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to the budget among line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg.

The Subrecipient, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the service or subject matter called for in this agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG Public Services funds from the City of Hattiesburg. The Community

Development Administrator or his designee will chair meetings. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for five (5) years after final disposition of such

property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures and regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all

relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the

discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications and Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph IX. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of \$2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

"The work to be performed under this contract is a project assisted under a program providing direct federal funding from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with

documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.
- c. It will require that the language of paragraph (d) of this certification be included in award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the

benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic

Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

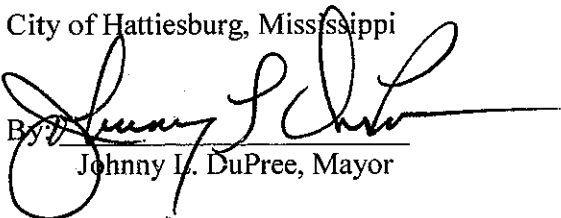
XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

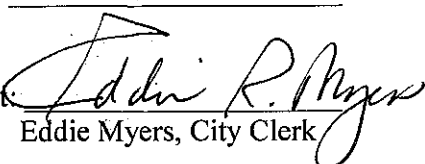
IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

By: 
Johnny L. DuPree, Mayor

Date: 5-15-12

Attest: 
Eddie Myers, City Clerk

Date: 5-15-12

Pinebelt Community Services

By: 
Kenneth Fairley, Executive Director

Date: 6-5-12

Attest: 

Date: 6-5-12

VV

**NOTICE OF AVAILABILITY
OF COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE GRANT FUNDS**

The City of Hattiesburg, Mississippi, in accordance with its 2012 Action Plan (a component of its 2008 – 2012 Consolidated Plan) is accepting proposals for Public Service Grant awards. Eligible organizations include nonprofit organizations operating within the City limits of Hattiesburg, Mississippi. Churches are not eligible.

Eligible activities include but are not limited to: those benefiting low to moderate income individuals, job training, crime prevention, health services, substance abuse services, education programs, services to senior citizens, services benefiting at risk youth and services benefiting the homeless.

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 29, 2012.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Proposals" and the NAME OF THE ITEM on which proposal is being submitted and the DATE OF BID OPENING.

The proposals should include the following:

1. Description of the Organization to include name, address, 501 3(c) status, DUNS number, EIN number, makeup of the board, contact person and any other descriptive information available
2. Description for program for which funding is being requested
3. Proposed budget for program or activity to include other sources of funding
4. Program outcomes or benchmarks
5. City of Hattiesburg's CDBG Public Service Application Form

Proposals that fail to include all of the information above will not be considered.

Copies of the City of Hattiesburg's CDBG Public Service Application Form are available upon request between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday at the Office of the Clerk, City Hall, Second Floor, 200 Forrest Street, Hattiesburg, MS 39401.

Questions related to this announcement should be forwarded to Franklyn L. Tate, Director of Federal and State Programs City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street, 601-554-1006.

PUBLISHED by Order of the Council on this, the 6th day of March 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, March 9, 2012; Friday, March 16, 2012

March 27, 2012

CITY OF HATTIESBURG
CDBG PUBLIC SERVICE GRANT APPLICATION

Description of the Organization: Dedicated to empowering and serving those in needs in our service area.

PineBelt Community Services
1101 North Main Street
Hattiesburg, Mississippi 39401

501 (c) 3 Status: Current

DUNS Number:
EIN Number: 64-3424650

Description of the Program for which funding is requested:

PineBelt Community Services is requesting funding for its Meals Program. The program serves an average of 225-250 households and/or individuals weekly. During the holiday season and other times during the year, the weekly total can be between 275 and 300. The program has two components: delivery of meals to 115-125 households (some households have more than one eligible individual); and serving of meals to walk-ins (this number will vary from week-to-week, with a core number average of 110-130 individuals). Many of the walk-ins are children and young persons under the age of thirty.

Proposed Budget for Program or Activity:

The program is requesting \$15,000.00 in CDBG Public Service funds from the City (see attached budget).

Program Outcomes or Benchmarks

The program outcomes are the number of individuals that receive a nutritious meal and the number of meals that are prepared served and/or delivered.

March 27, 2012

CITY OF HATTIESBURG
CDBG PUBLIC SERVICE GRANT APPLICATION

Description of the Organization: Dedicated to empowering and serving those in needs in our service area.

PineBelt Community Services
1101 North Main Street
Hattiesburg, Mississippi 39401

501 (c) 3 Status: Current

DUNS Number:
EIN Number: 64-3424650

Description of the Program for which funding is requested:

PineBelt Community Services is requesting funding for its Meals Program. The program serves an average of 225-250 households and/or individuals weekly. During the holiday season and other times during the year, the weekly total can be between 275 and 300. The program has two components: delivery of meals to 115-125 households (some households have more than one eligible individual); and serving of meals to walk-ins (this number will vary from week-to-week, with a core number average of 110-130 individuals). Many of the walk-ins are children and young persons under the age of thirty.

Proposed Budget for Program or Activity:

The program is requesting \$15,000.00 in CDBG Public Service funds from the City (see attached budget).

Program Outcomes or Benchmarks

The program outcomes are the number of individuals that receive a nutritious meal and the number of meals that are prepared served and/or delivered.

December 9, 2010

CITY OF HATTIESBURG
CDBG PUBLIC SERVICE GRANT APPLICATION

Description of the Organization:

PineBelt Community Services
1101 North Main Street
Hattiesburg, Mississippi 39401

501 (c) 3 Status: Current

DUNS Number:

EIN Number: 64-3424650

Description of the Program for which funding is requested:

Proposed Budget for Program or Activity:

Program Outcomes or Benchmarks

PINEBELT COMMUNITY SERVICES
MEALS PROGRAM 2012
BUDGET

Line Item	CDBG	Other	TOTAL
Food Purchases	\$ 6,607.80	\$ 3,000.00	\$ 9,607.80
Gas Range	\$ 1,582.20 (Includes Taxes)		\$ 1,582.20
Gas Fryer	\$ 810.00 (Includes Taxes)		\$ 810.00
Utilities	\$ 1,200.00	\$ 1,800.00	\$ 3,000.00
Gas Cards for Volunteer Drivers	\$ 2,400.00		\$ 2,400.00
Administration	\$ 1,200.00	\$ 3,600.00	\$ 4,800.00
Food Preparation and Supplies	\$ 1,200.00	\$ 2,400.00	\$ 3,600.00
TOTAL	\$15,000.00	\$10,800.00	\$25,800.00

Quote

12/29/2011

Project:

PINEBELT COMMUNITY
SERVICES
MT. CARMEL BAPTIST CHURCH

From:

Grover Brothers Equipment
KEITH HILL
1500 North Main St.
Hattiesburg, MS 39401-1911
Phone: (601) 545-3505

Item	Qty	Description	Sell Each	Sell Total
1	1	ea RANGE, 24" RESTAURANT, GAS American Range Model No. AR-4 Heavy Duty Restaurant Range, gas, 24", (4) 32,000 BTU open burners, standard oven w/one rack, stainless steel front, sides, high shelf and riser, 6" chrome plated legs, ETL, 155,000 BTU	1,375.00	1,375.00
	1	ea Standard one year limited warranty on parts & labor		
	1	ea Natural Gas		
2	1	ea RANGE, 36" RESTAURANT, GAS American Range Model No. AR-6 Heavy Duty Restaurant Range, gas, 36", (6) 32,000 BTU open burners, standard oven w/one rack, stainless steel front, sides, high shelf and riser, 6" chrome plated legs, ETL, 227,000 BTU	1,465.00	1,465.00
	1	ea Standard one year limited warranty on parts & labor		
	1	ea Natural Gas		
	1	ea 26-1/2" Standard oven,		
3	1	ea FRYER, FLOOR MODEL, GAS, FULL POT Admiral Craft Model No. GF-90 Packed: each Fryer, Gas, Floor model, tube-fired, 35-40 lb oil capacity, thermostatic controls, safety shut-off, 1-1/4" front drain valve, pilot light, 16 gauge s/s tank, 6" adj. legs, (2) nickel plated oblong baskets, (1) nickel plated tube rack, drain extension, bui	750.00	750.00
	1	ea Natural gas		

Merchandise 3,590.00

Total 3,590.00

12/29/2011

Acceptance: _____ Date: _____

Printed Name: _____

AMERICAN
Quality Commercial Cooking Equipment



www.americanrange.com

ITEM # _____

24" HEAVY DUTY RESTAURANT RANGE

The Heavy Duty Restaurant Range Series by American Range was designed for continuous rugged use and performance. All the latest technology is incorporated to give you the best value for your money. You wanted power! We give it to you with 32,000 BTU per open top burner, and 20,000 BTU per griddle burner. Something you normally see with institutional series ranges. All stainless steel external body is a standard fixture for longevity and easy cleaning. Quality, dependability and customer satisfaction make American Range the ultimate choice.



SHOWN WITH OPTIONAL CASTERS



AR



STANDARD FEATURES

- ~~THREE~~ steel front, sides, high shelf, and riser.
- Heavy gauge welded frame construction.
- 6" Stainless steel heavy duty landing ledge.
- 12" x 12" Sectioned Cast Iron Top Grates.
- 32,000 BTU/hr. lift off Top Open Burners.
- Porcelainized oven interior.
- One chrome plated rack per oven.
- 100% safety oven pilot.
- 6" chrome plated steel legs. Optional Casters available.
- AGA and CGA design certified and NSF listed.
- One year limited warranty on parts and labor.

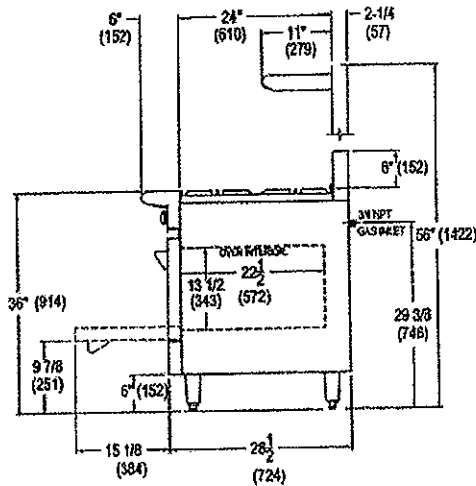
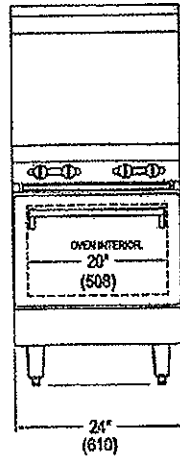
STANDARD OVEN

- Sturdy, welded front frame provides stability to the range.
- Pull off stainless door for easy cleaning.
- Oven dimensions: 20Wx22-1/2Dx13-1/2H
- Thermostat control from 150°F to 500°F.
- (1) Chrome plated oven rack (Additional racks optional).
- Porcelain enamel finish inside oven bottom, sides, back, and door liner.
- Steel burner rated at 27,000 BTU/hr.
- 100% safety gas shut off.
- Matchless push button ignition to light a standing pilot.

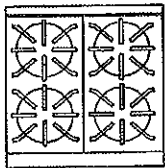
24" HEAVY DUTY RESTAURANT RANGE

AR Series

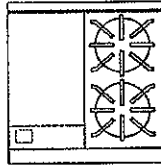
Standard Oven Base



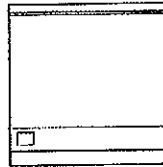
AR-4



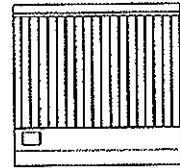
AR12G-2B



AR24G



AR-2RB



24" Wide Range (20" Wide Oven)

MODEL	DESCRIPTION	TOTAL BTU	KW	SHIP. WT. Lbs.	Kg.
AR-4	(4) Burners	155,000	45.42	470	213
AR12G-2B	(1) 12" Griddle & (2) Burners	111,000	32.23	475	216
AR24G	24" Griddle	67,000	19.63	500	227
AR-2RB	24" Wide Radiant Broiler	87,000	25.49	530	240

OPEN BURNERS

- Heavy duty sectioned cast iron top grates.
- Two piece, lift off top, easy clean burners, rated at 32,000 BTU/hr. each.
- One standing pilot for each burner, for instant ignition.
- Removable full width drip pan.

GRIDDLES

- Highly polished thick steel griddle plate.
- 3" (76) wide grease drawer.
- One steel burner every 12" (305), rated at 20,000 BTU/hr.
- Non clog S/S pilot for each burner for automatic ignition.
- Manual control valve for each burner.
- S/S spatula width, grease trough with landing ledge.

RADIANT BROILER

- Heavy duty, reversible cooking tracks with integral runners to direct grease to trough. The heavy castings retain heat to minimize recovery time during peak periods.
- Efficient, top ported burners rated at 15,000 BTU/hr. each with individual pilot and precision brass valves.

AVAILABLE OPTIONS

- 6" (152) stub back.
- Casters (set of four).
- Extra Chrome Oven Rack.
- Cabinet base.
- Thermostat Griddle.
- Grooved griddle.
- Fish grate (only for radiant broiler).

Gas: Manifold pressure is 5.0" W.C. for natural gas or 10.0" W.C. for propane gas. Specify type of gas and altitude if over 2000 feet. 3/4" NPT Gas inlet. Clearances: For use only on non-combustible floors. Legs or casters are required, or 2" (51) overhang is required when curb mounted. Clearance from non-combustible walls is 0". When unit is placed next to combustible walls, clearances must exceed 12" (305) on sides, and 4" (102) from rear. Radiant broilers for non-combustible locations only!

American Range Corporation is a quality manufacturer of commercial cooking equipment. Because of continuing product improvements these specifications are subject to change without prior notice.



AMERICAN RANGE
Quality Commercial Cooking Equipment
13592 Desmond St. Picoalme CA 91331
Tel: 818-897-0808 Fax: 818-897-1670



AMERICAN RANGE

Quality Commercial Cooking Equipment

www.americanrange.com

36" HEAVY DUTY RESTAURANT RANGE

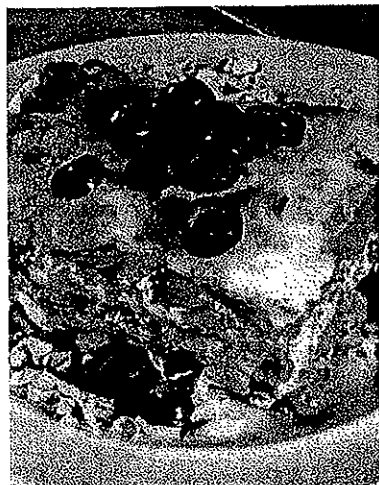
The Heavy Duty Restaurant Range Series by American Range was designed for continuous rugged use and performance. All the latest technology is incorporated to give you the best value for your money. You wanted power! We give it to you with 32,000 BTU per open top burner, and 20,000 BTU per griddle burner. Something you normally see with institutional series ranges. All stainless steel external body is a standard fixture for longevity and easy cleaning. Quality, dependability and customer satisfaction make American Range the ultimate choice.



SHOWN WITH OPTIONAL CASTERS & CONVECTION OVEN BASE



AR



STANDARD FEATURES

- Steel front, sides, high shelf, and riser.
- Heavy gauge welded frame construction.
- 6" Stainless steel heavy duty landing ledge.
- 12" x 12" sectioned cast iron top grates.
- 32,000 BTU/hr. lift off top open burners.
- Porcelainized oven interior.
- One chrome plated rack per oven.
- 100% safety oven pilot.
- 6" chrome plated steel legs. Optional Casters available.
- AGA and CGA design certified and NSF listed.
- One year limited warranty on parts and labor.

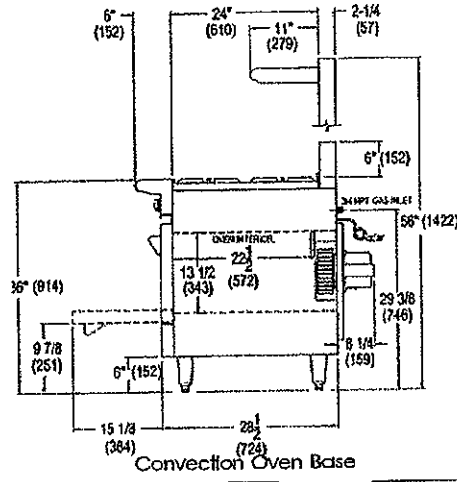
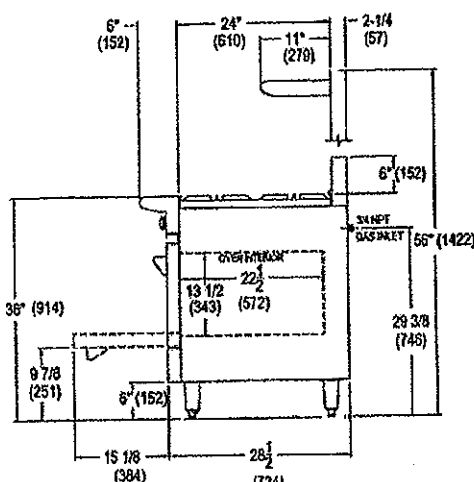
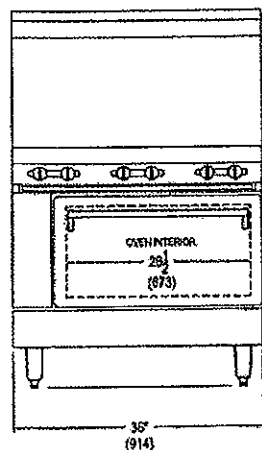
STANDARD OVEN

- Sturdy, welded front frame provides stability to the range.
- Pull off stainless door for easy cleaning.
- Oven dimensions: 26 1/2" W x 22 1/2" D x 13 1/2" H.
- Thermostat control from 150°F to 500°F.
- (1) Chrome plated oven rack (Additional racks optional).
- Porcelain enamel finish inside oven bottom, sides, back, and door liner.
- Steel burner rated at 35,000 BTU/hr.
- 100% safety gas shut off.
- Matchless push button ignition to light a standing pilot.

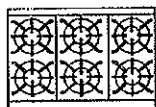
36" HEAVY DUTY RESTAURANT RANGE

AR Series

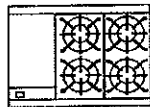
Standard Oven Base



Convection Oven Base



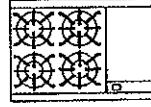
AR-6



AR12G-4B



AR24G-2B



AR4B-12RG



AR-36G



AR-3RB

36" Wide Range (26-1/2" Wide Oven)

MODEL	DESCRIPTION	TOTAL BTU	KW	SHIP WT. Lbs.	Kg.
AR-6	(6) Burners	227,000	66.52	611	277
AR12G-4B	(1) 12" Griddle & (4) Burners	183,000	53.63	631	286
AR24G-2B	(1) 24" Griddle & (2) Burners	139,000	40.73	641	290
AR36G	(1) 36" Griddle	95,000	27.84	662	300
AR4B-12RG	(4) Burners & (1) 12" Raised Griddle	203,000	59.49	645	292
AR-3RB	36" Wide Radiant Broiler	125,000	36.63	647	293

• Optional Innovection base available: Add Suffix "-NV".

OPEN BURNERS

- Heavy duty sectioned cast iron top grates.
- Two piece lift off top easy clean burners
- Rated at 32,000 BTU/hr. each.
- One standing pilot for each burner, for instant ignition.
- Removable full width drip pan.

GRIDDLES

- Highly polished thick steel griddle plate.
- 3" (76) wide grease drawer.
- One steel tube burner every 12" (305), rated at 20,000 BTU/hr.
- Non clog S/S pilot for each burner for instant ignition.
- Manual control valve for each burner.
- S/S Spatula width grease trough with landing ledge.

RADIANT BROILER

- Heavy duty, reversible cooking tracks with integral runners to direct grease to trough. The heavy castings retain heat to minimize recovery time during peak periods.
- Efficient, top ported burners rated at 15,000 BTU/hr. each with individual pilot and precision brass valves.

AVAILABLE OPTIONS

- 6" (152) stub back.
- Casters (set of four).
- Extra Chrome Oven Rack.
- Cabinet base.
- Thermostat Control Griddle.
- Grooved griddle
- Fish grate (only for radiant broiler).
- Convection oven.

Gas: Manifold pressure is 5.0" W.C. for natural gas or 10.0" W.C. for propane gas. 3/4" NPT Gas Inlet. Specify type of gas and altitude if over 2000 feet. 3/4" NPT Gas Inlet.

Clearances: For use only on non-combustible floors. Legs or casters are required, or 2" (51) overhang is required when curb mounted. Clearance from non-combustible walls is 0". When unit is placed next to combustible walls, clearances must exceed 12" (305) on sides, and 4" (102) from rear. Radiant broilers for non-combustible locations only.

American Range Corporation is a quality manufacturer of commercial cooking equipment. Because of continuing product improvements these specifications are subject to change without prior notice.

AMERICAN RANGE
Quality Commercial Cooking Equipment
13592 Desmond St., Palmdale CA 91331
Tel: 818-897-0808 Fax: 818-897-1670





GF-90, GF-120, GF-150 Economy Tube Fired Gas Fryers

Standard Specifications

CONSTRUCTION

- Welded 16 gauge stainless steel tank with a super smooth machine finish ensures easy cleaning
- Long lasting baffles are mounted in the heat exchange tubes to provide maximum heating and combustion efficiency
- Standing pilot light design provides a ready flame when heat is required

STANDARD ACCESSORIES

- Two nickel plated oblong wire mesh baskets
- One nickel plated tube rack
- One drain extension
- Built-in heat deflector
- 6" adjustable legs

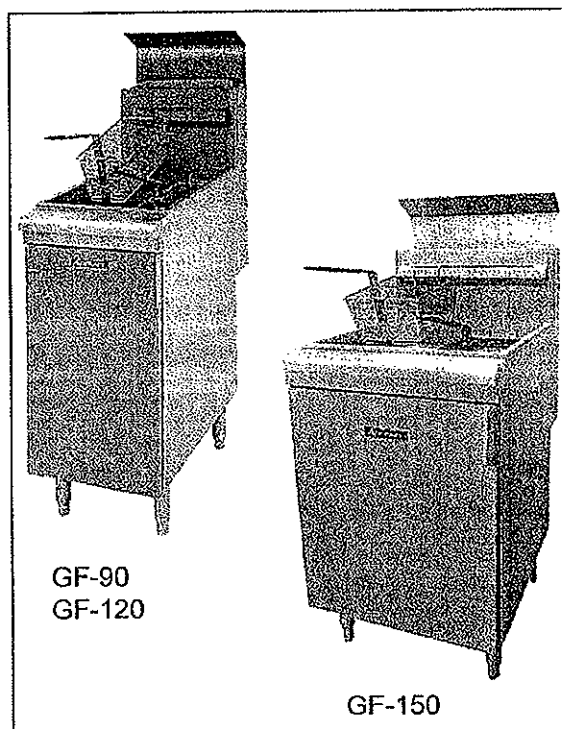
CONTROLS

- Thermostat maintains temperature between 200°F (93°C) and 400°F (204°C)
- Integrated gas control valve acts as a manual and pilot valve, automatic pilot valve, gas filter, pressure regulator and automatic main valve
- Gas control valve prevents gas flow to the main burner until pilot is established and shuts off all the gas flow automatically if the pilot flame goes out
- Temperature limit automatically shuts off all gas flow if the fryer temperature exceeds 450°F (232°C)

WARRANTY

Admiral Craft Equipment Corp. (Adcraft) warrants the GF series gas fryers to be free of defects in materials and workmanship for a period of 1 year from the date of original installation.

The Stainless steel fry tank has a five (5) year limited tank warranty. If during the first year only, the tank is found to have a leak and is verified by an authorized service company, the entire fryer will be replaced. After the first year a replacement tank will be sent free of charge excluding freight and labor charges.



OPERATIONS

- Standing pilot and thermostat maintain temperature automatically at the selected temperature (between 200°F (93°C) and 400°F (204°C))
- Front 1-1/4" drain, for quick draining

AVAILABLE OPTIONS & ACCESSORIES

- Stainless Steel Cover
- Casters

APPROVALS

- ETL Approved
- ETL Sanitation
- AGA Certified



Admiral Craft Equipment Corp. • 940 South Oyster Bay Rd. • Hicksville, NY 11801

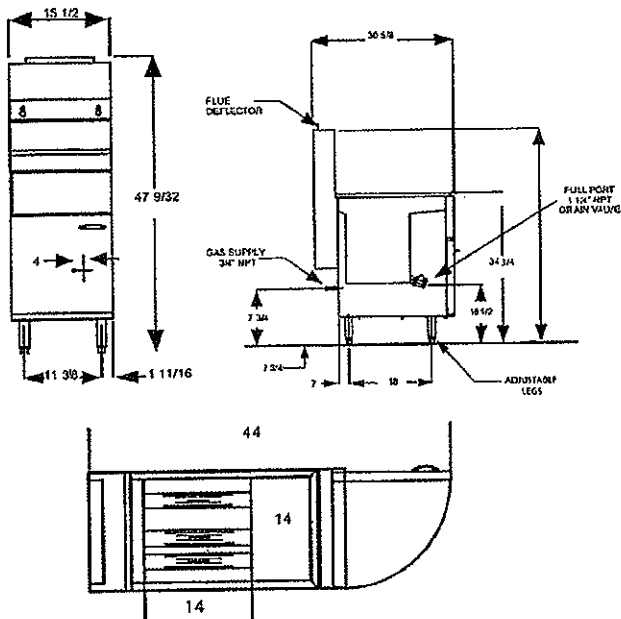
Phone 800-223-7750 • Fax 800-447-7751

The more you look, the better we look.

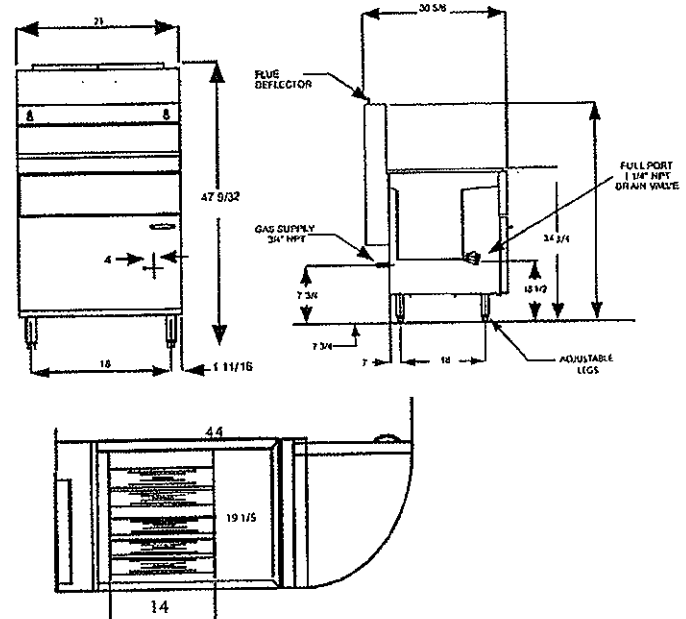


GF-90 GF-120 GF-150

Economy Tube Fired Gas Fryers



GF-90 & GF-120 models



GF-150 model

OIL CAPACITY
35-40 pounds (20.8kg)- Model GF-90 (18.5-23 Liter)
45-50 pounds (21.4kg)- Model GF-120 (21.3-25 Liter)
65-70 pounds (33.6kg)- Model GF-150 (31-37 Liter)
SHIPPING INFORMATION
169 pounds (77kg) / 15.9 cubic feet (0.45 cubic meters) Model GF-90
180 pounds (82kg) / 15.9 cubic feet (0.45 cubic meters) Model GF-120
218 pounds (99kg) / 20.5 cubic feet (0.58 cubic meters) Model GF-150
GAS CONSUMPTION
90,000 BTU's/Hour (22,680 Kcal)-Model GF-90
120,000 BTU's/Hour (30,744 Kcal)-Model GF-120
150,000 BTU's/Hour (37,799 Kcal)-Model GF-150
Available in Natural or Propane
TYPICAL APPLICATION
Frying for a medium production rate.

Admiral Craft Equipment Corp. • 940 South Oyster Bay Rd. • Hicksville, NY 11801
 Phone 800-223-7760 • Fax 800-447-7751
 The more you look, the better we look.

**CITY OF HATTIESBURG - FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM**

GENERAL INFORMATION

Date: 3/27/2012

Organization Name: Pinebelt Community Services

Organization Representative: Mrs. Lucille Bass

Telephone: 601-544-8332 Email: lucillebass@hotmail.com

DUNS Number (Required) EIN 64-3424650

Is the Agency/Organization a registered 501c(3)?

☒ YES ☐ NO

Proposed Grant Activities:

1. Preparation and delivery of meals
2. Preparation and serving of meals
3. Distribution of excess donated commodities

Numeric Goals & Objectives as stated in the statement of work:

1. Deliver weekly 115-120 meals to elderly and disabled persons and households
2. Prepare and serve 110-130 meals to low-income, homeless and at risk of becoming homeless persons
3. _____

Does the applicant agree that progress reports will be submitted to the City of Hattiesburg on a quarterly basis (or more frequently if requested) for the entirety of the grant period?

☒ YES ☐ NO

How many people are projected to directly benefit from this service? 225 - 250 weekly

Who is the intended clientele of this service? Low-income persons, homeless and those at risk of becoming homeless.

RECORD KEEPING

Is the agency capable of maintaining detailed client records for accurately reporting its accomplishments?

☒ YES ☐ NO

Is the agency aware of the requirement to verify the household income of clients when the activity is intended to benefit low- to moderate-income individuals?

☒ YES ☐ NO

Is the agency capable of properly documenting household income verification data?

☒ YES ☐ NO

Will the agency rely on the most current HUD Income Limits (currently 2010)?

☒ YES ☐ NO

Does the agency have a system for identifying "New" unduplicated clients?

☒ YES ☐ NO

If no, explain steps sub-grantee will take to establish such a system: _____

FILED

MAR 29 2012

EDDIE B. BRYERS, CITY CLERK
Deputy Clerk

CONTRACTUAL COMPLIANCE:

Grantor Recognition: Is the agency capable of "prominently labeling" activities, facilities, items utilized, and all publications made possible as a result of the grant (i.e. CDBG-funded by the City of Hattiesburg)? ☒ YES ☐ NO

When applicable, is the organization capable of abiding by Section 3 requirements (12 USC 1701, Housing and Urban Development Act, and 24 CFR 135) requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to businesses located in or owned in substantial part by persons residing in the areas of the project. ☒ YES ☐ NO

If applicable construction is a part of the grant activity, is the agency capable of abiding by the requirements of the Davis-Bacon Act? ☒ N/A ☐ YES ☐ NO

Have any fair housing concerns been filed against the agency? ☐ YES ☒ NO
If so, provide the current status of the concern of complaint: _____

If applicable, is the fair housing logo displayed in program materials? ☒ N/A ☐ YES ☐ NO

EMPLOYEE RELATIONS

Does the agency have an employment application? ☒ YES ☐ NO

Does the organization have written employment and personnel policies for review? ☒ YES ☐ NO

Does the organization have policies/procedures to address personnel complaints? ☒ YES ☐ NO

Are EEO Posters utilized? ☒ YES ☐ NO

RECORDKEEPING AND DOCUMENTATION

An agreement between the City and a subgrantee/subrecipient must specify that records/documents be maintained including:

- Description of activities to be taken;
- Information indicating that a National Objectives is being met by the activities conducted;
- Eligibility information demonstrating eligibility of activities;
- Documents on use of CDBG funds for acquisition/improvement/use/disposition of property
- Documents showing compliance with fair housing, affirmative action; equal opportunity requirements;
- Financial records;
- Other records (per Subpart K; 24 CFR 570): labor, environmental standards; National Flood Insurance; displacement/relocation/acquisition/replacement of housing; employment/contracting opportunities; lead-based paint; debarred contractors; cost principles, conflict of interest.

Is the agency capable of maintaining applicable records? ☒ YES ☐ NO

Will records be maintained for five years after termination of activities funded under this agreement? ☒ YES ☐ NO

FINANCIAL INFORMATION:

Does sub-grantee have a current audit including a management letter available for review?

☒ YES ☐ NO

If not, explain: _____

Are there any outstanding audit issues?

YES ☒ NO

If yes, explain and describe how issues will be resolved _____

Does the agency have written procedures for approving and recording transactions?

☒ YES ☐ NO

Is there a separation of financial functions (approving purchases, recording transactions, etc.)?

☒ YES ☐ NO

Does the agency have the components of a financial management system including a chart of accounts, general ledgers, reconciliation, etc.?

☒ YES ☐ NO

Is the agency aware that draws against a grant are only available on a reimbursement basis, for eligible expenses agreed upon in the program budget, and supported by adequate documentation submitted to the City (time sheets if salary; invoices if supply or equipment purchased, etc.)?

☒ YES ☐ NO

Will the project produce program income?

YES ☒ NO*The answer to this question will not automatically qualify or disqualify the activity. If income will be produced as a result of the activity, follow-up discussion may be necessary to clarify expectations and requirements of both parties.*

If any portion of a salary will be paid with CDBG funding, is the agency capable of maintaining adequate timesheets, also documenting time spent on activities other than the CDBG-funded activity?

N/A ☒ YES ☐ NO**PROCUREMENT INFORMATION**

Will any of the work done under this program be contracted out?

YES ☒ NO

Will price/rate quotations be obtained from an adequate number of qualified sources?

☒ YES ☐ NO

Will purchases over \$25,000 be put out to formal bid?

☒ YES ☐ NO

If applicable, will the agency utilize the Department of Labor's list of Disadvantaged Enterprises?

☒ YES ☐ NO**ORGANIZATION INFORMATION:**Identify employees working on this activity: Lucille Bass ; Clarence Williams

Will time logs be maintained?

YES ☒ NO

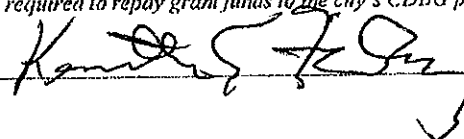
Are employees' taxes withheld on paychecks?

☒ YES ☐ NO

Will any board members / employees or their immediate families be assisted under the proposed activity?

YES ☒ NO*This application/questionnaire is intended as a means to identify qualified organizations, and in no way promises funding from any source. By signing below, the organization attests that all information contained herein is accurate, and that if granted funds, the organization will comply with all applicable regulations. Additionally, the organization understands that if information in this application is later found to be inaccurate or if the organization in any way fails to comply with CDBG requirements, the organization may be required to repay grant funds to the city's CDBG program.*

Signature of Authorize Representative





City of Hattiesburg, MS

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

Master

File Number: 2012-0797

File ID: 2012-0797

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: he First Tee of the Pinebelt CDBG Public Service Grant Award

Final Action: 05/15/2012

Minute Book Number: MB 2012-1/154

Title:

Approve Public Service Grant Award to The First Tee of the Pinebelt in an amount not to exceed \$15,000.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}

Notes:

Sponsors:

Enactment Date:

Attachments: First Tee of the Pinebelt 2012 Subrecipient, First Tee Exhibit A, Executed The first Tee

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Vice President Ware to Approve Public Service Grant Award to The First Tee of the Pinebelt in an amount not to exceed \$15,000.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0797

Title

Approve Public Service Grant Award to The First Tee of the Pinebelt in an amount not to exceed \$15,000.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}

Summary

The First Tee of the Pinebelt CDBG Public Service Grant Award

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

**COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT**

THE FIRST TEE OF THE PINEBELT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **fifteenth (15th) day of May 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and the **The First Tee of the Pinebelt**, (herein called the "Subrecipient"), located in the City of Hattiesburg (**301 Barry Street, Hattiesburg, MS 39401**) for an amount not to exceed **\$15,000.00** and which shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: **implementing a Public Service program in the City of Hattiesburg, specifically providing Youth Services to at-risk youth, predominately from low- to moderate-income households.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to provide educational and recreational opportunities to youth, predominately from low- to moderate-income households. The Subrecipient will use the sport of golf as a mechanism to teach life skills and positive values, as well as the game of golf. The Subrecipient provides service to youth ages 7 to 17 in a year-round program. Approximately 200 people are projected to benefit from this service.

Program Delivery

The Subrecipient will collect demographic and income data on all participants of its program during the award period and will maintain appropriate client files. The accomplishment data reported on this activity will be based on the total number of participants, regardless of whether or not each participant receives benefits directly funded by the CDBG award, and regardless of whether or not the participant(s) successfully complete any program or course. Any other relevant data will be reported to HUD in a narrative format.

The Subrecipient will provide the Grantee with Quarterly Reports, due June 10, September 10, and December 20, reporting all of the data listed above. The

Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

Non-compliance with the CDBG program, financial requirements, eligibility requirements, reporting requirements, or any part of the agreement contained herein may result in the Grantee requiring the return of some, or all, funds drawn by the Subrecipient.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of Benefiting Low to Moderate Income individuals under the Limited Clientele Activity in accordance with 24 CFR Part 570.201(e).

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Grant Award	05/15/2012
Implement Program	05/15/2012 - 12/20/2012
Complete and Submit Final Report	12/20/2012

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **fifteenth day of May 2012** and end on the **31st day, December 2012**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to \$15,000.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

SALARIES / FRINGE	\$9,000.00
PRINTING / SUPPLIES	\$1,000.00
TRAINING / EDUCATION	\$1,750.00
REQUIRED PARTICIPANT UNIFORMS	\$1,500.00
DAY CAMP SNACKS/FRUIT	\$1,750.00
TOTAL	\$15,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (A) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

Any Program Income generated as a result of this award must be returned to the Grantee within 30-days.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$15,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

Payment to the Subrecipient may only be made as a reimbursement for costs incurred, attributed to a line item of the approved budget in Part III, and justified with appropriate documentation.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Subrecipient
City of Hattiesburg Franklyn L. Tate, Director Dept of Federal & State Programs Phone: (601) 554-1006 Fax: (601) 545-4592	Sandra Thompson, Executive Director The First Tee of the Pinebelt 301 Barry Street Hattiesburg, MS 39401 Phone: (601) 596-5393 Email: thompss@yahoo.com

VI. SPECIAL CONDITIONS

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budgeted line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

The Subrecipient is approved to utilize the student's public school free/reduced lunch status in determining the household income status, as long as the following questions are asked of all applicants:

- **"Does the student receive free lunch, reduced lunch, or neither?" (three options)**
- **"How many people are in the student's household?"**
- **The student's parent or guardian must sign a statement giving the Subrecipient and the Grantee permission to verify all information with the school district. Contact the Grantee for appropriate language for this statement.**
- **Gather race/ethnicity information. Contact the Grantee for the list of race/ethnicity options used by HUD to ensure effective data collection.**
- **"Is the student Hispanic/Latino?" This is a separate and distinct question.**

Failure to gather adequate income verification and demographic information may result in the required repayment of award funds.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

D. Workers' Compensation and Insurance Requirements

The University of Southern Mississippi is an agency of the State of Mississippi under the management and control of the Board of Trustees of State Institutions of Higher Learning (IHL). As authorized by law, IHL maintains a program of self-insurance for

purposes of workers' compensation and maintains a program of self-insurance for purposes of general liability, pursuant to the Mississippi Tort Claims Act, 11-46-1, et seq., Miss. Code Ann (1972), as amended.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

G. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this

Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG Public Services funds from the City of Hattiesburg. The Community Development Administrator or his designee will chair meetings. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures and regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications and Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will

permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph IX. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of \$2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement.

“The work to be performed under this contract is a project assisted under a program providing direct federal funding from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and

very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient

further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.
- c. It will require that the language of paragraph (d) of this certification be included in award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title

31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint

Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

The First Tee of the Pinebelt

By: _____
Johnny L. DuPree, Mayor

By: _____
Sandra Thompson, Executive Director

Date: _____

Date: _____

Attest: _____
Eddie Myers, City Clerk

Attest: _____

Date: _____

Date: _____

CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM

FILED

MAR 29 2012

GENERAL INFORMATION

Date: 3/26/12

EDDIE R. MYERS, CITY CLERK
By Deputy Clerk

Organization Name: The First Tee of The Pine Belt

Organization Representative: Sandra Thompson

Telephone: 601 596 5393 Email: thompss@yahoo.com

DUNS Number (Required) 829627780

EIN: 26-2275867

Is the Agency/Organization a registered 501c(3)? YES NO

Proposed Grant Activities:

1. Provide programming for at-risk youth (7 to 17) that
2. are members of low to moderate income level.
3. Delivery of life skills and character development through the game of golf.

Numeric Goals & Objectives as stated in the statement of work:

1. Year-round programming & delivery of life skills to 160 youth
2. that are "at-risk" & low to moderate income levels.
- 3.

Does the applicant agree that progress reports will be submitted to the City of Hattiesburg on a quarterly basis (or more frequently if requested) for the entirety of the grant period? YES NO

How many people are projected to directly benefit from this service? 160-300

Who is the intended clientele of this service? At-risk youth ages 7 to 17 years old and adults that have a low to moderate income level.

RECORD KEEPING

Is the agency capable of maintaining detailed client records for accurately reporting its accomplishments? YES NO

Is the agency aware of the requirement to verify the household income of clients when the activity is intended to benefit low- to moderate-income individuals? YES NO

Is the agency capable of properly documenting household income verification data? YES NO

Will the agency rely on the most current HUD Income Limits (currently 2010)? YES NO

Does the agency have a system for identifying "New" unduplicated clients? YES NO

If no, explain steps sub-grantee will take to establish such a system:

CONTRACTUAL COMPLIANCE:

Grantor Recognition: Is the agency capable of "prominently labeling" activities, facilities, items utilized, and all publications made possible as a result of the grant (i.e. CDBG-funded by the City of Hattiesburg)? YES NO

When applicable, is the organization capable of abiding by Section 3 requirements (12 USC 1701, Housing and Urban Development Act, and 24 CFR 135) requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to businesses located in or owned in substantial part by persons residing in the areas of the project. YES NO

If applicable construction is a part of the grant activity, is the agency capable of abiding by the requirements of the Davis-Bacon Act? N/A YES NO

Have any fair housing concerns been filed against the agency? N/A YES NO
If so, provide the current status of the concern of complaint: _____

If applicable, is the fair housing logo displayed in program materials? N/A YES NO

EMPLOYEE RELATIONS

Does the agency have an employment application? YES NO

Does the organization have written employment and personnel policies for review? YES NO

Does the organization have policies/procedures to address personnel complaints? YES NO

Are EEO Posters utilized? YES NO

RECORDKEEPING AND DOCUMENTATION

An agreement between the City and a subgrantee/subrecipient must specify that records/documents be maintained including:

- Description of activities to be taken;
- Information indicating that a National Objectives is being met by the activities conducted;
- Eligibility information demonstrating eligibility of activities;
- Documents on use of CDBG funds for acquisition/improvement/use/disposition of property
- Documents showing compliance with fair housing, affirmative action; equal opportunity requirements;
- Financial records;
- Other records (per Subpart K; 24 CFR 570): labor, environmental standards; National Flood Insurance; displacement/relocation/acquisition/replacement of housing; employment/contracting opportunities; lead-based paint; debarred contractors; cost principles, conflict of interest.

Is the agency capable of maintaining applicable records? YES NO

Will records be maintained for five years after termination of activities funded under this agreement? YES NO

FINANCIAL INFORMATION:

Does sub-grantee have a current audit including a management letter available for review?

YES NO

If not, explain: _____

Are there any outstanding audit issues ?

YES **NO**

If yes, explain and describe how issues will be resolved _____

Does the agency have written procedures for approving and recording transactions?

YES NO

Is there a separation of financial functions (approving purchases, recording transactions, etc.)?

YES NO

Does the agency have the components of a financial management system including a chart of accounts, general ledgers, reconciliation, etc.?

YES NO

Is the agency aware that draws against a grant are only available on a reimbursement basis, for eligible expenses agreed upon in the program budget, and supported by adequate documentation submitted to the City (time sheets if salary; invoices if supply or equipment purchased, etc.)?

YES NO

Will the project produce program income?

YES **NO***The answer to this question will not automatically qualify or disqualify the activity. If income will be produced as a result of the activity, follow-up discussion may be necessary to clarify expectations and requirements of both parties.*

If any portion of a salary will be paid with CDBG funding, is the agency capable of maintaining adequate timesheets, also documenting time spent on activities other than the CDBG-funded activity?

N/A **YES** NO**PROCUREMENT INFORMATION**

Will any of the work done under this program be contracted out?

YES **NO**

Will price/rate quotations be obtained from an adequate number of qualified sources?

YES NO *N/A*

Will purchases over \$25,000 be put out to formal bid?

YES NO

If applicable, will the agency utilize the Department of Labor's list of Disadvantaged Enterprises?

YES NO**ORGANIZATION INFORMATION:**

Identify employees working on this activity:

Henry L. Bethley; John M. Cox; Caronica Jackson, Sandra Thompson

Will time logs be maintained?

YES NO

Are employees' taxes withheld on paychecks?

YES NO

Will any board members / employees or their immediate families be assisted under the proposed activity?

YES **NO***This application/questionnaire is intended as a means to identify qualified organizations, and in no way promises funding from any source. By signing below, the organization attests that all information contained herein is accurate, and that if granted funds, the organization will comply with all applicable regulations. Additionally, the organization understands that if information in this application is later found to be inaccurate or if the organization in any way fails to comply with CDBG requirements, the organization may be required to repay grant funds to the city's CDBG program.*

Signature of Authorize Representative

Sandra L. Thompson, Executive Director



REQUEST for FUNDING

DATE: MARCH 26, 2012

PROJECT TITLE: CDBG/PUBLIC SERVICES GRANT

ORGANIZATION NAME: The First Tee of The Pine Belt
301 Barry Street
Hattiesburg, MS 39401
TELEPHONE: 601.544.2014
601.596.5393 (cell)
601.545.7292 (fax)

DUNS #: 829627780

EIN#: 26-2875867

CONTACT: Kenneth L. Young, Board President
Sandra L. Thompson, Executive Director

FUNDING REQUEST TO: City of Hattiesburg
Community Development Block Grant
Public Services Grant
Attn: Mr. Franklyn Tate

PROJECT SUMMARY

Who We Are:

The First Tee® of The Pine Belt is a local 501 © (3) nonprofit organization that teaches Life skills and character development to youth —boys and girls ages 7 to 17. Ultimately, we strive to instill in participants the First Tee Nine Core Values – **honesty, integrity, sportsmanship, respect, confidence, responsibility, perseverance, courtesy and judgment**. We use golf as the vehicle to instill these values. These skills include self-management, interpersonal communication, goal setting, mentoring, and effective conflict resolution. We use a curriculum that was developed by experts in the field of positive youth development. In addition to the Life Skills instruction we will also incorporate into our summer program The First Tee Nine Healthy Habits. The Nine Healthy Habits are organized under three categories of physical, emotional, and social health. Within these categories, topics include understanding fitness and nutrition, maintaining quality friendships, dealing with bullies, and contributing to a healthy family and community. We will focus primarily on nutrition. We will provide healthy snacks for the day camp participants and discuss the value and need for healthy eating and how eating healthy affects your life in many positive ways.

Mission Statement

Our mission is to impact the lives of young people by providing educational programs that build character instill life-enhancing values and promote healthy choices through the game of golf.

Request For Funding

We are requesting funding in the amount of \$15,000. These funds will be used to provide services for delivery of our education/life skills curriculum.

Use of Funds

Scholarship twelve (12) at-risk youth whose families fall into the low-to-moderate income range, supplement the payment of coaches' salaries, purchase printed materials, supplement training/education of coaches, and logo shirts and caps for participants.

Program Costs

Programming cost per student per year (August through July) is \$1,400.00 per student. This cost is based on an operational budget of \$168,000 per year for 120 youth.

Budget

Line Items	CDBG Funds	Non-CDBG Funds	Non-CDBG Source of Funds	Total Funds
Salaries/Fringe	9,000	48,000	Forrest County Distr. 4	56,000*
Office Space/ Utilities	N/A	56,000	Forrest County Distr. 4	56,000
Printing/Supplies	1,000	1,100	Forrest County Distr. 4	3,850
Training/Education	1,750	14,000	Forrest County Distr. 4	16,750
Other: Required Participant Uniforms	1,500	2,000	Forrest County Distr. 4	3,500
Healthy Snacks/fruits to Day Camp Participants	1,750	1,000	Sysco Foods Roberts Company	2,750
Other: Golf Tournament Fundraiser	N/A	30,000	Tournament held at Canebrake Country Club	30,000
Other: The First Tee Matching Grant	N/A	7,000	Matching Grant – The First Tee National Organization	7,000
Other: PGA Teaching Grant	N/A	5,000	Professional Golf Association	5,000
TOTAL	\$15,000	\$164,100		\$179,100

*Four (4) staff members. Amount does not include salary of executive director

Objective(s)

- (1) Provide year-round program services to at-risk youth ages 7 to 17. These services target low to moderate income families. However, these services are available to all families regardless of socio-economic backgrounds.
- (2) We teach character education using The First Tee® Life skills curriculum. We also work with the Hattiesburg Public School District by promoting and initiating the National School Program.

- (3) Ultimately, we strive to instill in youth The First Tee Nine Core Values – *honesty, integrity, sportsmanship, respect, confidence, responsibility, perseverance, courtesy, and judgment.*
- (4) We use golf as the vehicle to teach these life-changing values.

Conclusion

We qualify under the low to moderate objective based on the availability and offering of our services to all residents. We provide youth programming year round Monday through Thursday, August through July for at-risk youth. We also offer adult golf clinics throughout the year.

Our services are provided to youth and adults that are members of families that have a low to moderate income level. Our building location is in Ward 5 but our services are available to all residents of all Wards throughout the City of Hattiesburg communities.

As stated in Chapter 7.1.1 of the HUD Office of Block Grant Assistance information, we are eligible based on our public service activities for education programs and recreational services for youth and adults. The CDBG funds will be used to pay for supplies, materials, education, and a portion of staff salaries. This program meets HUDs National Objective of benefitting low to moderate income individuals. More specifically, the program qualifies as a low to moderate income clientele activity.

The First Tee of The Pine Belt Board

1. J. R. Carpenter, Board President Emeritus, Past PGA President
2. Kenneth L. Young, Board President
3. Pamela Castle, Secretary
4. Raylawni Branch
5. Gene Byrd
6. Dick Vogel
7. Beverly Commodore
8. Andrew Marshall
9. Calvin McDaniel, Treasurer
10. Howard F. McPhail
11. Heath Graham
12. Roderick Woullard, Ex-Officio
13. Johnny L. DuPree, Ex-Officio

Staff

Sandra L. Thompson, Executive Director
Henry L. Bethley, Program Director
John M. Cox, Program Head Coach
Caronica Jackson, Assistant Coach
Demetrica Smith, Assistant

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT

THE FIRST TEE OF THE PINEBELT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **fifteenth (15th) day of May 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and the **The First Tee of the Pinebelt**, (herein called the "Subrecipient"), located in the City of Hattiesburg (**301 Barry Street, Hattiesburg, MS 39401**) for an amount not to exceed **\$15,000.00** and which shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: **implementing a Public Service program in the City of Hattiesburg, specifically providing Youth Services to at-risk youth, predominately from low- to moderate-income households.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to provide educational and recreational opportunities to youth, predominately from low- to moderate-income households. The Subrecipient will use the sport of golf as a mechanism to teach life skills and positive values, as well as the game of golf. The Subrecipient provides service to youth ages 7 to 17 in a year-round program. Approximately 200 people are projected to benefit from this service.

Program Delivery

The Subrecipient will collect demographic and income data on all participants of its program during the award period and will maintain appropriate client files. The accomplishment data reported on this activity will be based on the total number of participants, regardless of whether or not each participant receives benefits directly funded by the CDBG award, and regardless of whether or not the participant(s) successfully complete any program or course. Any other relevant data will be reported to HUD in a narrative format.

The Subrecipient will provide the Grantee with Quarterly Reports, due June 10, September 10, and December 20, reporting all of the data listed above. The

Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

Non-compliance with the CDBG program, financial requirements, eligibility requirements, reporting requirements, or any part of the agreement contained herein may result in the Grantee requiring the return of some, or all, funds drawn by the Subrecipient.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of Benefiting Low to Moderate Income individuals under the Limited Clientele Activity in accordance with 24 CFR Part 570.201(e).

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Grant Award	05/15/2012
Implement Program	05/15/2012 - 12/20/2012
Complete and Submit Final Report	12/20/2012

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **fifteenth day of May 2012** and end on the **31st day, December 2012**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to \$15,000.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

SALARIES / FRINGE	\$9,000.00
PRINTING / SUPPLIES	\$1,000.00
TRAINING / EDUCATION	\$1,750.00
REQUIRED PARTICIPANT UNIFORMS	\$1,500.00
DAY CAMP SNACKS/FRUIT	\$1,750.00
TOTAL	\$15,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (A) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

Any Program Income generated as a result of this award must be returned to the Grantee within 30-days.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$15,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

Payment to the Subrecipient may only be made as a reimbursement for costs incurred, attributed to a line item of the approved budget in Part III, and justified with appropriate documentation.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Subrecipient
City of Hattiesburg Franklyn L. Tate, Director Dept of Federal & State Programs Phone: (601) 554-1006 Fax: (601) 545-4592	Sandra Thompson, Executive Director The First Tee of the Pinebelt 301 Barry Street Hattiesburg, MS 39401 Phone: (601) 596-5393 Email: thompss@yahoo.com

VI. SPECIAL CONDITIONS

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budgeted line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

The Subrecipient is approved to utilize the student's public school free/reduced lunch status in determining the household income status, as long as the following questions are asked of all applicants:

- "Does the student receive free lunch, reduced lunch, or neither?" (three options)
- "How many people are in the student's household?"
- The student's parent or guardian must sign a statement giving the Subrecipient and the Grantee permission to verify all information with the school district. Contact the Grantee for appropriate language for this statement.
- Gather race/ethnicity information. Contact the Grantee for the list of race/ethnicity options used by HUD to ensure effective data collection.
- "Is the student Hispanic/Latino?" This is a separate and distinct question.

Failure to gather adequate income verification and demographic information may result in the required repayment of award funds.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

D. Workers' Compensation and Insurance Requirements

The University of Southern Mississippi is an agency of the State of Mississippi under the management and control of the Board of Trustees of State Institutions of Higher Learning (IHL). As authorized by law, IHL maintains a program of self-insurance for

purposes of workers' compensation and maintains a program of self-insurance for purposes of general liability, pursuant to the Mississippi Tort Claims Act, 11-46-1, et seq., Miss. Code Ann (1972), as amended.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

G. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with he prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this

Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG Public Services funds from the City of Hattiesburg. The Community Development Administrator or his designee will chair meetings. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures and regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications and Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will

permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph IX. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of \$2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

"The work to be performed under this contract is a project assisted under a program providing direct federal funding from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and

very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient

further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.
- c. It will require that the language of paragraph (d) of this certification be included in award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title

31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint

Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XI.

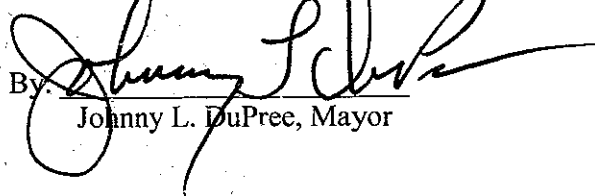
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

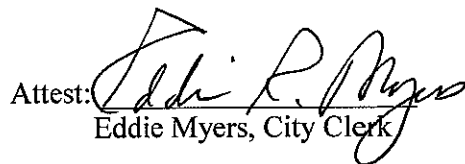
IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

By: 
Johnny L. DuPree, Mayor

Date: 5-15-12

Attest: 
Eddie Myers, City Clerk

Date: 5-15-12

The First Tee of the Pinebelt

By: 
Sandra Thompson, Executive Director

Date: 6/6/12

Attest: _____

Date: _____

1 (10)

FILED
MAR 29 2012

CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM

GENERAL INFORMATION

Date: 3/26/12

Organization Name: The First Tee of The Pine Belt

Organization Representative: Sandra Thompson

Telephone: 601 596 5393 Email: thompss@yahoo.com

DUNS Number (Required) 829627780

EIN: 26-2275867
Is the Agency/Organization a registered 501(c)(3)? ☒ YES ☐ NO

Proposed Grant Activities:

1. Provide programming for at-risk youth (7 to 17) that
2. are members of low to moderate income level.
3. Delivery of life skills and character development through the
game of golf.

Numeric Goals & Objectives as stated in the statement of work:

1. Year-round programming + delivery of life skills to 160 youth
2. that are "at-risk" + low to moderate income levels.
3. _____

Does the applicant agree that progress reports will be submitted to the City of Hattiesburg on a quarterly basis (or more frequently if requested) for the entirety of the grant period? ☒ YES ☐ NO

How many people are projected to directly benefit from this service? 160-300

Who is the intended clientele of this service? At-risk youth ages 7 to 17 years
old and adults that have a low to moderate income level.

RECORD KEEPING

Is the agency capable of maintaining detailed client records for accurately reporting its accomplishments? ☒ YES ☐ NO

Is the agency aware of the requirement to verify the household income of clients when the activity is intended to benefit low- to moderate-income individuals? ☒ YES ☐ NO

Is the agency capable of properly documenting household income verification data? ☒ YES ☐ NO

Will the agency rely on the most current HUD Income Limits (currently 2010)? ☒ YES ☐ NO

Does the agency have a system for identifying "New" unduplicated clients? ☒ YES ☐ NO

If no, explain steps sub-grantee will take to establish such a system: _____

CONTRACTUAL COMPLIANCE:

Grantor Recognition: Is the agency capable of "prominently labeling" activities, facilities, items utilized, and all publications made possible as a result of the grant (i.e. CDBG-funded by the City of Hattiesburg)? ☒ YES ☐ NO

When applicable, is the organization capable of abiding by Section 3 requirements (12 USC 1701, Housing and Urban Development Act, and 24 CFR 135) requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to businesses located in or owned in substantial part by persons residing in the areas of the project. ☒ YES ☐ NO

If applicable construction is a part of the grant activity, is the agency capable of abiding by the requirements of the Davis-Bacon Act? ☒ N/A ☐ YES ☐ NO

Have any fair housing concerns been filed against the agency? ☒ N/A ☐ YES ☐ NO
If so, provide the current status of the concern of complaint: _____

If applicable, is the fair housing logo displayed in program materials? ☒ N/A ☐ YES ☐ NO

EMPLOYEE RELATIONS

Does the agency have an employment application? ☒ YES ☐ NO

Does the organization have written employment and personnel policies for review? ☒ YES ☐ NO

Does the organization have policies/procedures to address personnel complaints? ☒ YES ☐ NO

Are EEO Posters utilized? ☒ YES ☐ NO

RECORDKEEPING AND DOCUMENTATION

An agreement between the City and a subgrantee/subrecipient must specify that records/documents be maintained including:

- Description of activities to be taken;
- Information indicating that a National Objectives is being met by the activities conducted;
- Eligibility information demonstrating eligibility of activities;
- Documents on use of CDBG funds for acquisition/improvement/use/disposition of property
- Documents showing compliance with fair housing, affirmative action; equal opportunity requirements;
- Financial records;
- Other records (per Subpart K; 24 CFR 570): labor, environmental standards; National Flood Insurance; displacement/relocation/acquisition/replacement of housing; employment/contracting opportunities; lead-based paint; debarred contractors; cost principles, conflict of interest.

Is the agency capable of maintaining applicable records? ☒ YES ☐ NO

Will records be maintained for five years after termination of activities funded under this agreement? ☒ YES ☐ NO

FINANCIAL INFORMATION:

Does sub-grantee have a current audit including a management letter available for review?

YES NO

If not, explain: _____

Are there any outstanding audit issues?

YES **NO**

If yes, explain and describe how issues will be resolved _____

Does the agency have written procedures for approving and recording transactions?

YES NO

Is there a separation of financial functions (approving purchases, recording transactions, etc.)?

YES NO

Does the agency have the components of a financial management system including a chart of accounts, general ledgers, reconciliation, etc.?

YES NO

Is the agency aware that draws against a grant are only available on a reimbursement basis, for eligible expenses agreed upon in the program budget, and supported by adequate documentation submitted to the City (time sheets if salary; invoices if supply or equipment purchased, etc.)?

YES NO

Will the project produce program income?

YES **NO***The answer to this question will not automatically qualify or disqualify the activity. If income will be produced as a result of the activity, follow-up discussion may be necessary to clarify expectations and requirements of both parties.*

If any portion of a salary will be paid with CDBG funding, is the agency capable of maintaining adequate timesheets, also documenting time spent on activities other than the CDBG-funded activity?

N/A **YES** NO**PROCUREMENT INFORMATION**

Will any of the work done under this program be contracted out?

YES **NO**

Will price/rate quotations be obtained from an adequate number of qualified sources?

YES NO N/A

Will purchases over \$25,000 be put out to formal bid?

YES NO

If applicable, will the agency utilize the Department of Labor's list of Disadvantaged Enterprises?

YES NO**ORGANIZATION INFORMATION:**Identify employees working on this activity: Henry L. Bethley; John M. Cox;
Caronica Jackson, Sandra Thompson

Will time logs be maintained?

YES NO

Are employees' taxes withheld on paychecks?

YES NO

Will any board members / employees or their immediate families be assisted under the proposed activity?

YES **NO***This application/questionnaire is intended as a means to identify qualified organizations, and in no way promises funding from any source. By signing below, the organization attests that all information contained herein is accurate, and that if granted funds, the organization will comply with all applicable regulations. Additionally, the organization understands that if information in this application is later found to be inaccurate or if the organization in any way fails to comply with CDBG requirements, the organization may be required to repay grant funds to the city's CDBG program.*Signature of Authorize Representative: Sandra L. Thompson, Executive Director



REQUEST for FUNDING

DATE: MARCH 26, 2012

PROJECT TITLE: CDBG/PUBLIC SERVICES GRANT

ORGANIZATION NAME: The First Tee of The Pine Belt
301 Barry Street
Hattiesburg, MS 39401
TELEPHONE: 601.544.2014
601.596.5393 (cell)
601.545.7292 (fax)

DUNS #: 829627780

EIN#: 26-2875867

CONTACT: Kenneth L. Young, Board President
Sandra L. Thompson, Executive Director

FUNDING REQUEST TO: City of Hattiesburg
Community Development Block Grant
Public Services Grant
Attn: Mr. Franklyn Tate

PROJECT SUMMARY

Who We Are:

The First Tee® of The Pine Belt is a local 501 © (3) nonprofit organization that teaches Life skills and character development to youth —boys and girls ages 7 to 17. Ultimately, we strive to instill in participants the First Tee Nine Core Values – **honesty, integrity, sportsmanship, respect, confidence, responsibility, perseverance, courtesy and judgment**. We use golf as the vehicle to instill these values. These skills include self-management, interpersonal communication, goal setting, mentoring, and effective conflict resolution. We use a curriculum that was developed by experts in the field of positive youth development. In addition to the Life Skills instruction we will also incorporate into our summer program The First Tee Nine Healthy Habits. The Nine Healthy Habits are organized under three categories of physical, emotional, and social health. Within these categories, topics include understanding fitness and nutrition, maintaining quality friendships, dealing with bullies, and contributing to a healthy family and community. We will focus primarily on nutrition. We will provide healthy snacks for the day camp participants and discuss the value and need for healthy eating and how eating healthy affects your life in many positive ways.

Mission Statement

Our mission is to impact the lives of young people by providing educational programs that build character instill life-enhancing values and promote healthy choices through the game of golf.

Request For Funding

We are requesting funding in the amount of \$15,000. These funds will be used to provide services for delivery of our education/life skills curriculum.

Use of Funds

Scholarship twelve (12) at-risk youth whose families fall into the low-to-moderate income range, supplement the payment of coaches' salaries, purchase printed materials, supplement training/education of coaches, and logo shirts and caps for participants.

Program Costs

Programming cost per student per year (August through July) is \$1,400.00 per student. This cost is based on an operational budget of \$168,000 per year for 120 youth.

Budget

Line Items	CDBG Funds	Non-CDBG Funds	Non-CDBG Source of Funds	Total Funds
Salaries/Fringe	9,000	48,000	Forrest County Distr. 4	56,000*
Office Space/ Utilities	N/A	56,000	Forrest County Distr. 4	56,000
Printing/Supplies	1,000	1,100	Forrest County Distr. 4	3,850
Training/Education	1,750	14,000	Forrest County Distr. 4	16,750
Other: Required Participant Uniforms	1,500	2,000	Forrest County Distr. 4	3,500
Healthy Snacks/fruits to Day Camp Participants	1,750	1,000	Sysco Foods Roberts Company	2,750
Other: Golf Tournament Fundraiser	N/A	30,000	Tournament held at Canebrake Country Club	30,000
Other: The First Tee Matching Grant	N/A	7,000	Matching Grant – The First Tee National Organization	7,000
Other: PGA Teaching Grant	N/A	5,000	Professional Golf Association	5,000
TOTAL	\$15,000	\$164,100		\$179,100

*Four (4) staff members. Amount does not include salary of executive director

Objective(s)

- (1) Provide year-round program services to at-risk youth ages 7 to 17. These services target low to moderate income families. However, these services are available to all families regardless of socio-economic backgrounds.
- (2) We teach character education using The First Tee® Life skills curriculum. We also work with the Hattiesburg Public School District by promoting and initiating the National School Program.

- (3) Ultimately, we strive to instill in youth The First Tee Nine Core Values – *honesty, integrity, sportsmanship, respect, confidence, responsibility, perseverance, courtesy, and judgment.*
- (4) We use golf as the vehicle to teach these life-changing values.

Conclusion

We qualify under the low to moderate objective based on the availability and offering of our services to all residents. We provide youth programming year round Monday through Thursday, August through July for at-risk youth. We also offer adult golf clinics throughout the year.

Our services are provided to youth and adults that are members of families that have a low to moderate income level. Our building location is in Ward 5 but our services are available to all residents of all Wards throughout the City of Hattiesburg communities.

As stated in Chapter 7.1.1 of the HUD Office of Block Grant Assistance information, we are eligible based on our public service activities for education programs and recreational services for youth and adults. The CDBG funds will be used to pay for supplies, materials, education, and a portion of staff salaries. This program meets HUDs National Objective of benefitting low to moderate income individuals. More specifically, the program qualifies as a low to moderate income clientele activity.

The First Tee of The Pine Belt Board

1. J. R. Carpenter, Board President Emeritus, Past PGA President
2. Kenneth L. Young, Board President
3. Pamela Castle, Secretary
4. Raylawni Branch
5. Gene Byrd
6. Dick Vogel
7. Beverly Commodore
8. Andrew Marshall
9. Calvin McDaniel, Treasurer
10. Howard F. McPhail
11. Heath Graham
12. Roderick Woullard, Ex-Officio
13. Johnny L. DuPree, Ex-Officio

Staff

Sandra L. Thompson, Executive Director
Henry L. Bethley, Program Director
John M. Cox, Program Head Coach
Caronica Jackson, Assistant Coach
Demetrica Smith, Assistant



City of Hattiesburg, MS

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

Master

File Number: 2012-0796

File ID: 2012-0796

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: Breakthrough Community Services CDBG Public Service Grant Award

Final Action: 05/15/2012

Minute Book Number: MB 2012-1/154

Title:

Approve Public Service Grant Award to Breakthrough Community Services in an amount not to exceed \$10,000.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same.
{Entitlements}

Notes:

Sponsors:

Enactment Date:

Attachments: Breakthrough - Utility 2012 Subrecipient, Breakthrough Exhibit A, Executed.Utility

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Approve				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Delgado to Approve Public Service Grant Award to Breakthrough Community Services in an amount not to exceed \$10,000.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0796

Title

Approve Public Service Grant Award to Breakthrough Community Services in an amount not to exceed \$10,000.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}

Summary

Breakthrough Community Services CDBG Public Service Grant Award

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

**COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT**

**BREAKTHROUGH COMMUNITY SERVICES
UTILITY ASSISTANCE PROGRAM**

THIS contract (hereinafter the “AGREEMENT”), is made and entered into this **fifteenth (15th) day of May, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the “Grantee”), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and **Breakthrough Community Services**, (herein called the “Subrecipient”), located in the City of Hattiesburg (1313 Country Club Rd., Hattiesburg, MS 39401) for an amount not to exceed **\$10,000.00** and which shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: **establishing the Subrecipient’s “Utility Assistance” program – an initiative intended to provide Subsistence Payments (within CDBG guidelines) to pay certain utilities for low to moderate income limited clientele – targeting the elderly and disabled – that are at risk of homelessness and/or utility shut-off.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to pay utility bills for low to moderate-income individuals. Payments may only be made for electricity service and gas service, and payments must be made directly to the utility provider. Payment(s) for any one household may not exceed three (3) months, which may be made up of one payment for payments in arrears or three consecutive monthly payments to a utility. Payments may be made to both gas and electric utilities for the time period allowed. Payments may not be made for service not yet incurred and billed to the client. The Subrecipient will serve a minimum of 35 households.

Program Delivery

One hundred percent (100%) of the households served must be low- to moderate income as defined by HUD. The Subrecipient will track the total number of households served, will collect demographic and income data on all households served, and will maintain appropriate client files. Any other data based on other aspects of the program such as volunteer participation, additionally community

needs identified, and participant progress in continued case management, etc. will be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Quarterly Reports, due June 10, September 10, and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

Non-compliance with the CDBG program, financial requirements, eligibility requirements, reporting requirements, or any part of the agreement contained herein may result in the Grantee requiring the return of some, or all, funds drawn by the Subrecipient.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of Benefiting Low to Moderate Income individuals under the Limited Clientele Activity in accordance with 24 CFR Part 570.201(e).

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Grant Award	05/15/2012
Implement Program	05/15/2012 - 12/20/2012
Complete and Submit Final Report	12/20/2011

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after

being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **fifteenth day of May 2012** and end on the **31st day, December 2012**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to \$10,000.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

SUBSISTENCE PAYMENTS

Utility Payments	\$10,000.00
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TOTAL	<u>\$10,000.00</u>
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Any indirect costs charged must be consistent with the conditions of Paragraph VIII (A) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

Any Program Income generated as a result of this award must be returned to the Grantee within 30-days.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$10,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

Payment to the Subrecipient may only be made as a reimbursement for costs incurred, attributed to a line item of the approved budget in Part III, and justified with appropriate documentation.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Subrecipient
City of Hattiesburg Franklyn L. Tate, Director Dept of Federal & State Programs Phone: (601) 554-1006 Fax: (601) 545-4592	Arthur Siggers, Chairman Breakthrough Community Services 1313 Country Club Rd. Hattiesburg, MS 39401 Phone: (601) 582-3475 Email: dequandramobc@aol.com

VI. SPECIAL CONDITIONS

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

D. Workers’ Compensation and Insurance Requirements

The University of Southern Mississippi is an agency of the State of Mississippi under the management and control of the Board of Trustees of State Institutions of Higher Learning (IHL). As authorized by law, IHL maintains a program of self-insurance for purposes of workers’ compensation and maintains a program of self-insurance for purposes of general liability, pursuant to the Mississippi Tort Claims Act, 11-46-1, et seq., Miss. Code Ann (1972), as amended.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

G. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG Public Services funds from the City of Hattiesburg. The Community Development Administrator or his designee will chair meetings. These meetings will

provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 “Cost Principles for Non-Profit, or A-21 “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments,” and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after

he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures and regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the

Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program.

The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications and Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph IX. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of \$2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

"The work to be performed under this contract is a project assisted under a program providing direct federal funding from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with

documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan , or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.
- c. It will require that the language of paragraph (d) of this certification be included in award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the

benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic

Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

Breakthrough Community Services

By: _____
Johnny L. DuPree, Mayor

By: _____
Arthur Siggers, Chairman

Date: _____

Date: _____

Attest: _____
Eddie Myers, City Clerk

Attest: _____

Date: _____

Date: _____



Breakthrough Community Services, Inc.

"Breaking the Shackles of Poverty through Services"

March 27, 2012

Mr. Franklyn Tate
Director, Federal & State Programs
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39401

RE: Utility Assistance Project (for limited clientele)
Public Service Grant Proposal

Dear Mr. Tate,

Breakthrough Community Services, Inc. is eager to present this proposal for your review. We are interested in partnering to provide financial utility assistance to low income residents of limited clientele; senior citizens and/or disabled.

The objective of the Utility Assistance program is to help low-income seniors and individuals with disabilities; therefore shielding this clientele from shut-offs by utility companies. Compared against other households, low-income residents spend 15%-30% of their income on utility bills. A fluctuation in cost can have a significant impact on a households sustainability; positive or negative.

During the last year, we have experienced an increase in the number of people requesting utility assistance, particularly elderly and disabled households. We are thus proposing to assist eligible households and in the process provide energy-related education along with utility assistance.

We appreciate if you would review the enclosed proposal and grant application. Please feel free to contact me if you require any further information or have any questions concerning this proposal.

Thank you,

Rev. Arthur L. Siggers
Chairman



Breakthrough Community Services, Inc.

1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

Utility Bill Assistance Program Public Service Grant

Prepared By:
Dequandra Johnson

Submitted to:
The City of Hattiesburg
Department of Federal and State Programs

FILED
MAR 29 2012
EDDIE B. JAMES, CLERK
BY  Deputy Clerk

March 27, 2012

DUNS Number: 13-312-8244

EIN Number: 31-1676092



Breakthrough Community Services, Inc.

Proposal Narrative

Agency History:

Breakthrough Community Services, Inc. is a separate 501(c)(3) non-profit, HUD approved housing counseling agency, of Mt. Olive Baptist Church. It was organized under the laws of the State of Mississippi on May 10, 1999. In 2001 Breakthrough was certified as a Community Housing Development Organization (CHDO) as defined under Section 92.2 of the Home Investment Partnership Act of Title II of the Cranston-Gonzalez Affordable Housing Act, as amended, 42 U.S.C. 12701 et. Seq. The purpose for which the organization was established is to empower the community through rendering of social and rehabilitation services. The services include, but are not limited to the following:

- Providing information and referrals
- Acting as a liaison between local, state, and federal programs
- Providing education counseling – individual and group
 - Financial Literacy
 - Homebuyer Education
 - Financial Management/Budgeting
 - Mortgage Delinquency
- Providing monetary assistance to meet emergency situations
- Providing opportunities for low-income citizens to obtain adequate and affordable housing
- Providing community services that aid in family preservation through:
 - Sponsoring senior citizens activities
 - Teaching parenting classes
 - Coordinating HIV-AIDS prevention activities and
 - Teen pregnancy prevention activities etc.
- Providing housing repairs, rehabilitation, and development to low income persons.

Breakthrough's prevention and education programs have offerings that continually promote awareness of low-to-moderate income individuals (families) regarding homeownership, advocating for public services to less fortunate, financial stability, and area resources.

The governing body of Breakthrough is the Board of Directors. The board serves as the high-level decision-making body for the organization. They resolve matters of fiscal, capital investment, administrative or personnel time. Breakthrough Community Services board consist of a mixture of low income representation, public sector representatives, and low-income community representatives. *See attached

Mission Statement:

Breakthrough Community Services, Inc. is dedicated to improving the quality of life for persons with low and moderate incomes, by “Breaking the Shackles of Poverty through Service.” We believe that through education and empowerment, individuals are able to make informed decisions to enhance their quality of life.

Breakthrough’s proposal directly addresses our mission by: improving quality of life of persons with disabilities and/or senior citizens, meeting the needs of limited clientele with financial utility assistance based on income eligibility guidelines, and informing/educating the community and clientele of these needs along with energy conservation awareness.

Area and Population Served: Breakthrough serves individuals residing within the City limits of Hattiesburg, MS; Forrest County. There is an estimated total population of over 74,000 people residing in Forrest County, according to the U.S. Census Bureau’s data for 2010 estimates; of this total 31.8% live below poverty level. Our mission is to serve an estimated one hundred plus (100+) individuals who are senior citizens (62 and older) or disabled, or both. As economic situations tighten, low-income households can face utility shut-offs for nonpayment of bills due to the inability to pay and limited income.

Project Plan & Description: Our qualified Housing Counselor will carry out case management and administrative portions to the program. The Utility Bill Assistance Program offers support to assist eligible households pay the cost of utility bills (natural gas, electricity, and water), so they are not displaced because they can no longer cope with utility cost. The Housing Counselor will establish a working relationship with area service providers for efficient delivery of public services, marketing, and effective partnerships.

General Program Requirements: In order to qualify for this program, applicants must be a resident of the City of Hattiesburg, living within the city limits. Also, income must not exceed HUD income guidelines (according to household size and annual income). This program is only open to limited clientele which includes senior citizens (62 and older) and persons with disabilities. Utility payments are made directly to the servicer on the applicants behalf, in the amount of the bill, and will not exceed (2) two consecutive payments; No direct payments made to the individual. Individuals may obtain applications by contacting Breakthrough Community Services counselors to schedule an appointment. Appointments are scheduled Monday – Friday on a “first call, first serve” basis.

Program Outcomes: The twelve-month goal of this proposal is: 100+ eligible individuals. Secondary goals are to coordinate utility assistance and education with service providers, through education and informational materials to help clients develop a greater understanding of maintenance and how to cope independently.

Measurement Activities:

- All applicants will be recorded and tracked via client management systems Housing Counselor Online (HCO) and ACS (Accounting Church System) and proper recordkeeping documentation

Amount Requested/Total Project Cost: Breakthrough Community Services, Inc. funding request is \$30,000 with a total program cost of \$40,000. Mt. Olive Baptist Church will match in the amount of \$10,000. Mt. Olive Baptist Church match donation will consist of providing office space, training space, office equipment, local telephone access, marketing, and office supplies.

**CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM**

GENERAL INFORMATION

Date: 3/27/2012

Organization Name: Breakthrough Community Services, Inc.

Organization Representative: Arthur L. Siggers

Telephone: 601.582.3475 Email: dequandramobc@aol.com

DUNS Number (Required) 13-312-8244

Is the Agency/Organization a registered 501c(3)?

☒ YES ☐ NO

Proposed Grant Activities:

1. Provide utility assistance to limited clientele (city limits); senior citizens & disabled.
2. senior citizen services
3. provide decent & suitable living environment

Numeric Goals & Objectives as stated in the statement of work:

1. Provide financial utility assistance to low-income, limited clientele.
2. Coordinate utility assistance & education with service providers.
3. Efficient delivery of public services & effective partnerships.

Does the applicant agree that **progress reports** will be submitted to the City of Hattiesburg on a quarterly basis (or more frequently if requested) for the entirety of the grant period?

☒ YES ☐ NO

How many people are projected to directly benefit from this service? 100+ individuals/families

Who is the intended clientele of this service? senior citizens & disabled

RECORD KEEPING

Is the agency capable of maintaining detailed client records for accurately reporting its accomplishments?

☒ YES ☐ NO

Is the agency aware of the requirement to verify the household income of clients when the activity is intended to benefit low- to moderate-income individuals?

☒ YES ☐ NO

Is the agency capable of properly documenting household income verification data?

☒ YES ☐ NO

Will the agency rely on the most current HUD Income Limits (currently 2010)?

☒ YES ☐ NO

Does the agency have a system for identifying "New" unduplicated clients?

☒ YES ☐ NO

If no, explain steps sub-grantee will take to establish such a system: _____

CONTRACTUAL COMPLIANCE:

Grantor Recognition: Is the agency capable of "prominently labeling" activities, facilities, items utilized, and all publications made possible as a result of the grant (i.e. CDBG-funded by the City of Hattiesburg)? ☒ YES ☐ NO

When applicable, is the organization capable of abiding by Section 3 requirements (12 USC 1701, Housing and Urban Development Act, and 24 CFR 135) requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to businesses located in or owned in substantial part by persons residing in the areas of the project. ☒ YES ☐ NO

If applicable construction is a part of the grant activity, is the agency capable of abiding by the requirements of the Davis-Bacon Act? ☒ N/A ☐ YES ☐ NO

Have any fair housing concerns been filed against the agency? ☐ YES ☒ NO
If so, provide the current status of the concern of complaint: _____

If applicable, is the fair housing logo displayed in program materials? N/A ☒ YES ☐ NO

EMPLOYEE RELATIONS

Does the agency have an employment application? ☒ YES ☐ NO

Does the organization have written employment and personnel policies for review? ☒ YES ☐ NO

Does the organization have policies/procedures to address personnel complaints? ☒ YES ☐ NO

Are EEO Posters utilized? ☒ YES ☐ NO

RECORDKEEPING AND DOCUMENTATION

An agreement between the City and a subgrantee/subrecipient must specify that records/documents be maintained including:

- Description of activities to be taken;
- Information indicating that a National Objectives is being met by the activities conducted;
- Eligibility information demonstrating eligibility of activities;
- Documents on use of CDBG funds for acquisition/improvement/use/disposition of property
- Documents showing compliance with fair housing, affirmative action; equal opportunity requirements;
- Financial records;
- Other records (per Subpart K; 24 CFR 570): labor, environmental standards; National Flood Insurance; displacement/relocation/acquisition/replacement of housing; employment/contracting opportunities; lead-based paint; debarred contractors; cost principles, conflict of interest.

Is the agency capable of maintaining applicable records? ☒ YES ☐ NO

Will records be maintained for five years after termination of activities funded under this agreement? ☒ YES ☐ NO

FINANCIAL INFORMATION:

Does sub-grantee have a current audit including a management letter available for review?

YES ☒ NOIf not, explain: Breakthrough has not had an audit within the last (5) five years.

Are there any outstanding audit issues?

YES ☒ NO

If yes, explain and describe how issues will be resolved _____

Does the agency have written procedures for approving and recording transactions?

☒ YES NO

Is there a separation of financial functions (approving purchases, recording transactions, etc.)?

☒ YES NO

Does the agency have the components of a financial management system including a chart of accounts, general ledgers, reconciliation, etc.?

☒ YES NO

Is the agency aware that draws against a grant are only available on a reimbursement basis, for eligible expenses agreed upon in the program budget, and supported by adequate documentation submitted to the City (time sheets if salary; invoices if supply or equipment purchased, etc.)?

☒ YES NO

Will the project produce program income?

YES ☒ NO*The answer to this question will not automatically qualify or disqualify the activity. If income will be produced as a result of the activity, follow-up discussion may be necessary to clarify expectations and requirements of both parties.*

If any portion of a salary will be paid with CDBG funding, is the agency capable of maintaining adequate timesheets, also documenting time spent on activities other than the CDBG-funded activity?

N/A ☒ YES NO**PROCUREMENT INFORMATION**

Will any of the work done under this program be contracted out?

YES ☒ NO

Will price/rate quotations be obtained from an adequate number of qualified sources?

N/A YES ☒ NO

Will purchases over \$25,000 be put out to formal bid?

N/A

☒ YES NO

If applicable, will the agency utilize the Department of Labor's list of Disadvantaged Enterprises?

N/A YES ☒ NO**ORGANIZATION INFORMATION:**Identify employees working on this activity: Dequandra Johnson (Housing Counselor) and Richard Barnett (Chief Financial officer)

Will time logs be maintained?

☒ YES NO

Are employees' taxes withheld on paychecks?

☒ YES NO

Will any board members / employees or their immediate families be assisted under the proposed activity?

YES ☒ NO

This application/questionnaire is intended as a means to identify qualified organizations, and in no way promises funding from any source. By signing below, the organization attests that all information contained herein is accurate, and that if granted funds, the organization will comply with all applicable regulations. Additionally, the organization understands that if information in this application is later found to be inaccurate or if the organization in any way fails to comply with CDBG requirements, the organization may be required to repay grant funds to the city's CDBG program.

Signature of Authorize Representative

Arthur W. Siggers

Internal Revenue Service
Director, EO Rulings & Agreements
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: March 6, 2004

BREAKTHROUGH COMMUNITY SERVICES INC
PO BOX 15309
HATTIESBURG, MS 39404

Employer Identification Number:
31-1676092
Document Locator Number:
17053-059-76800-4
Toll Free Number: 877-829-5500
FAX Number: 513-263-3756

Acknowledgement of Your Request

We received your Form 8734, Support Schedule for Your Advance Ruling, or other information regarding your public support status. When communicating with us, please refer to the employer identification number and document locator number shown above.

Your tax exempt status under section 501(c)(3) of the Internal Revenue Code remains in effect.

What Happens Next?

The information you submitted was entered into our computer system at our processing center in Covington, Kentucky, and has been sent to our Cincinnati office for initial review. We approve some cases based on this review. If this is the case, you will receive a letter stating that you are a publicly supported organization.

If the review indicates that additional information or changes are necessary, your case will be assigned to an Exempt Organization Specialist in Cincinnati who will call or write you. We assign cases in the order we receive them.

If the additional information indicates that you meet one of the public support tests, you will receive a letter stating that you are a publicly supported organization. If the public support tests are not met, we will send you a letter re-classifying you as a private foundation. That letter will tell you why we believe you do not meet the public support tests, and will include a complete explanation of your appeal rights.

How long will this process take?

Normally, you may expect to hear from us within 120 days. If you do not, you may call our toll free number between the hours of 8 a.m. and 6:30 p.m. Eastern Time. Please have your identification numbers available so that we can identify your case. If you would rather write than call, please include a copy of this notice with your correspondence.

Breakthrough Community Services, Inc.
Board of Directors
2012

Chairman	Arthur L. Siggers
Vice-Chairperson	Annie McGee 1214 Putnam Avenue Hattiesburg, MS 39401 Low-income community representative
Secretary	Delores Williams 600 Broad Street Hattiesburg, MS 39401 Public employee representative
	Katherine Wright 212 M.L. King Drive, Apt. 2C Hattiesburg, MS 39401 Low-income community representative
	Ozell Barnes 1201 Cherry Street Hattiesburg, MS 39401 Low-income community representative
	Mary Lumzy 136 Anita Drive Hattiesburg, MS 39401 Low-income community representative
	Rossie Anderson-Howze 103 Cotton Creek Drive Hattiesburg, MS 39401 Low-income representation
	Grant Walker P. O. Box 1231 Hattiesburg, MS 39403 Public Sector representative
	Attorney Carol Jones 713 Ronie Street Hattiesburg, MS 39401 Public Sector representative
	Roderick Woullard 641 Main Street Hattiesburg, MS 39401 Public Sector representative

CITY OF HATTIESBURG

**COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT**

**BREAKTHROUGH COMMUNITY SERVICES
UTILITY ASSISTANCE PROGRAM**

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **fifteenth (15th) day of May, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and **Breakthrough Community Services**, (herein called the "Subrecipient"), located in the City of Hattiesburg (1313 Country Club Rd., Hattiesburg, MS 39401) for an amount not to exceed **\$10,000.00** and which shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: **establishing the Subrecipient's "Utility Assistance" program – an initiative intended to provide Subsistence Payments (within CDBG guidelines) to pay certain utilities for low to moderate income limited clientele – targeting the elderly and disabled – that are at risk of homelessness and/or utility shut-off.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to pay utility bills for low to moderate-income individuals. Payments may only be made for electricity service and gas service, and payments must be made directly to the utility provider. Payment(s) for any one household may not exceed three (3) months, which may be made up of one payment for payments in arrears or three consecutive monthly payments to a utility. Payments may be made to both gas and electric utilities for the time period allowed. Payments may not be made for service not yet incurred and billed to the client. The Subrecipient will serve a minimum of 35 households.

Program Delivery

One hundred percent (100%) of the households served must be low- to moderate income as defined by HUD. The Subrecipient will track the total number of households served, will collect demographic and income data on all households served, and will maintain appropriate client files. Any other data based on other aspects of the program such as volunteer participation, additionally community

needs identified, and participant progress in continued case management, etc. will be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Quarterly Reports, due June 10, September 10, and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

Non-compliance with the CDBG program, financial requirements, eligibility requirements, reporting requirements, or any part of the agreement contained herein may result in the Grantee requiring the return of some, or all, funds drawn by the Subrecipient.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of Benefiting Low to Moderate Income individuals under the Limited Clientele Activity in accordance with 24 CFR Part 570.201(e).

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Grant Award	05/15/2012
Implement Program	05/15/2012 - 12/20/2012
Complete and Submit Final Report	12/20/2011

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after

being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **fifteenth day of May 2012** and end on the **31st day, December 2012**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to \$10,000.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

SUBSISTENCE PAYMENTS

Utility Payments	\$10,000.00
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TOTAL	<u>\$10,000.00</u>
--------------	---------------------------

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (A) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

Any Program Income generated as a result of this award must be returned to the Grantee within 30-days.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$10,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

Payment to the Subrecipient may only be made as a reimbursement for costs incurred, attributed to a line item of the approved budget in Part III, and justified with appropriate documentation.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Subrecipient
City of Hattiesburg Franklyn L. Tate, Director Dept of Federal & State Programs Phone: (601) 554-1006 Fax: (601) 545-4592	Arthur Siggers, Chairman Breakthrough Community Services 1313 Country Club Rd. Hattiesburg, MS 39401 Phone: (601) 582-3475 Email: dequandramobc@aol.com

VI. SPECIAL CONDITIONS

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

D. Workers' Compensation and Insurance Requirements

The University of Southern Mississippi is an agency of the State of Mississippi under the management and control of the Board of Trustees of State Institutions of Higher Learning (IHL). As authorized by law, IHL maintains a program of self-insurance for purposes of workers' compensation and maintains a program of self-insurance for purposes of general liability, pursuant to the Mississippi Tort Claims Act, 11-46-1, et seq., Miss. Code Ann (1972), as amended.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

G. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG Public Services funds from the City of Hattiesburg. The Community Development Administrator or his designee will chair meetings. These meetings will

provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after

he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures and regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the

Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program.

The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications and Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph IX. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of \$2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

"The work to be performed under this contract is a project assisted under a program providing direct federal funding from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with

documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.
- c. It will require that the language of paragraph (d) of this certification be included in award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the

benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic

Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

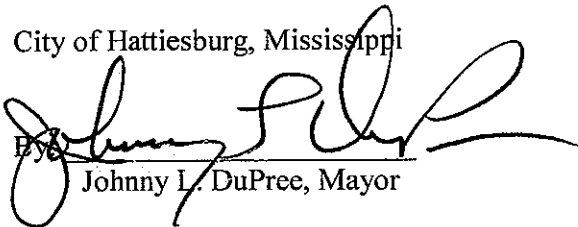
XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

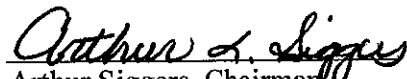
IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

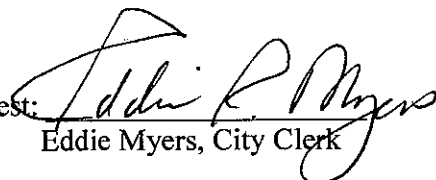
By: 
Johnny L. DuPree, Mayor

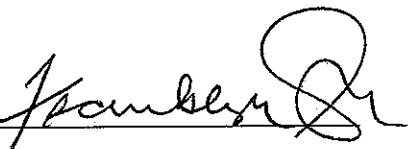
Breakthrough Community Services

By: 
Arthur Siggers, Chairman

Date: 5-15-12

Date: 6-5-12

Attest: 
Eddie Myers, City Clerk

Attest: 

Date: 5-15-12

Date: 6/5/12



Breakthrough Community Services, Inc.

"Breaking the Shackles of Poverty through Services"

March 27, 2012

Mr. Franklyn Tate
Director, Federal & State Programs
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39401

RE: Utility Assistance Project (for limited clientele)
Public Service Grant Proposal

Dear Mr. Tate,

Breakthrough Community Services, Inc. is eager to present this proposal for your review. We are interested in partnering to provide financial utility assistance to low income residents of limited clientele; senior citizens and/or disabled.

The objective of the Utility Assistance program is to help low-income seniors and individuals with disabilities; therefore shielding this clientele from shut-offs by utility companies. Compared against other households, low-income residents spend 15%-30% of their income on utility bills. A fluctuation in cost can have a significant impact on a households sustainability; positive or negative.

During the last year, we have experienced an increase in the number of people requesting utility assistance, particularly elderly and disabled households. We are thus proposing to assist eligible households and in the process provide energy-related education along with utility assistance.

We appreciate if you would review the enclosed proposal and grant application. Please feel free to contact me if you require any further information or have any questions concerning this proposal.

Thank you,

Rev. Arthur L. Siggers
Chairman



Breakthrough Community Services, Inc.

1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

Utility Bill Assistance Program Public Service Grant

Prepared By:
Dequandra Johnson

Submitted to:
The City of Hattiesburg
Department of Federal and State Programs

FILED
MAR 29 2012
By EDDIE B. WALKER DEPUTY CLERK
Deputy Clerk

March 27, 2012
DUNS Number: 13-312-8244
EIN Number: 31-1676092



Breakthrough Community Services, Inc.

Proposal Narrative

Agency History:

Breakthrough Community Services, Inc. is a separate 501(c)(3) non-profit, HUD approved housing counseling agency, of Mt. Olive Baptist Church. It was organized under the laws of the State of Mississippi on May 10, 1999. In 2001 Breakthrough was certified as a Community Housing Development Organization (CHDO) as defined under Section 92.2 of the Home Investment Partnership Act of Title II of the Cranston-Gonzalez Affordable Housing Act, as amended, 42 U.S.C. 12701 et. Seq. The purpose for which the organization was established is to empower the community through rendering of social and rehabilitation services. The services include, but are not limited to the following:

- Providing information and referrals
- Acting as a liaison between local, state, and federal programs
- Providing education counseling – individual and group
 - Financial Literacy
 - Homebuyer Education
 - Financial Management/Budgeting
 - Mortgage Delinquency
- Providing monetary assistance to meet emergency situations
- Providing opportunities for low-income citizens to obtain adequate and affordable housing
- Providing community services that aid in family preservation through:
 - Sponsoring senior citizens activities
 - Teaching parenting classes
 - Coordinating HIV-AIDS prevention activities and
 - Teen pregnancy prevention activities etc.
- Providing housing repairs, rehabilitation, and development to low income persons.

Breakthrough's prevention and education programs have offerings that continually promote awareness of low-to-moderate income individuals (families) regarding homeownership, advocating for public services to less fortunate, financial stability, and area resources.

The governing body of Breakthrough is the Board of Directors. The board serves as the high-level decision-making body for the organization. They resolve matters of fiscal, capital investment, administrative or personnel time. Breakthrough Community Services board consist of a mixture of low income representation, public sector representatives, and low-income community representatives. *See attached

Mission Statement:

Breakthrough Community Services, Inc. is dedicated to improving the quality of life for persons with low and moderate incomes, by "Breaking the Shackles of Poverty through Service." We believe that through education and empowerment, individuals are able to make informed decisions to enhance their quality of life.

Breakthrough's proposal directly addresses our mission by: improving quality of life of persons with disabilities and/or senior citizens, meeting the needs of limited clientele with financial utility assistance based on income eligibility guidelines, and informing/educating the community and clientele of these needs along with energy conservation awareness.

Area and Population Served: Breakthrough serves individuals residing within the City limits of Hattiesburg, MS; Forrest County. There is an estimated total population of over 74,000 people residing in Forrest County, according to the U.S. Census Bureau's data for 2010 estimates; of this total 31.8% live below poverty level. Our mission is to serve an estimated one hundred plus (100+) individuals who are senior citizens (62 and older) or disabled, or both. As economic situations tighten, low-income households can face utility shut-offs for nonpayment of bills due to the inability to pay and limited income.

Project Plan & Description: Our qualified Housing Counselor will carry out case management and administrative portions to the program. The Utility Bill Assistance Program offers support to assist eligible households pay the cost of utility bills (natural gas, electricity, and water), so they are not displaced because they can no longer cope with utility cost. The Housing Counselor will establish a working relationship with area service providers for efficient delivery of public services, marketing, and effective partnerships.

General Program Requirements: In order to qualify for this program, applicants must be a resident of the City of Hattiesburg, living within the city limits. Also, income must not exceed HUD income guidelines (according to household size and annual income). This program is only open to limited clientele which includes senior citizens (62 and older) and persons with disabilities. Utility payments are made directly to the servicer on the applicants behalf, in the amount of the bill, and will not exceed (2) two consecutive payments; No direct payments made to the individual. Individuals may obtain applications by contacting Breakthrough Community Services counselors to schedule an appointment. Appointments are scheduled Monday – Friday on a "first call, first serve" basis.

Program Outcomes: The twelve-month goal of this proposal is: 100+ eligible individuals. Secondary goals are to coordinate utility assistance and education with service providers, through education and informational materials to help clients develop a greater understanding of maintenance and how to cope independently.

Measurement Activities:

- All applicants will be recorded and tracked via client management systems Housing Counselor Online (HCO) and ACS (Accounting Church System) and proper recordkeeping documentation

Amount Requested/Total Project Cost: Breakthrough Community Services, Inc. funding request is \$30,000 with a total program cost of \$40,000. Mt. Olive Baptist Church will match in the amount of \$10,000. Mt. Olive Baptist Church match donation will consist of providing office space, training space, office equipment, local telephone access, marketing, and office supplies.

CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS CDBG PUBLIC SERVICE APPLICATION FORM

GENERAL INFORMATION

Date: 3/27/2012

Organization Name: Breakthrough Community Services, Inc.

Organization Representative: Arthur L. Siggers

Telephone: 601.582.3475 Email: dequandramobc@aol.com

DUNS Number (Required) 13-312-8244

Is the Agency/Organization a registered 501(c)(3)?

☒ YES ☐ NO

Proposed Grant Activities:

1. Provide utility assistance to limited clientele (city limits); senior citizens & disabled.
2. senior citizen services
3. provide decent & suitable living environment

Numeric Goals & Objectives as stated in the statement of work:

1. Provide financial utility assistance to low-income limited clientele.
2. Coordinate utility assistance & education with service providers.
3. Efficient delivery of public services & effective partnerships.

Does the applicant agree that progress reports will be submitted to the City of Hattiesburg on a quarterly basis (or more frequently if requested) for the entirety of the grant period? ☒ YES ☐ NO

How many people are projected to directly benefit from this service? 100+ individuals/families

Who is the intended clientele of this service? senior citizens & disabled

RECORD KEEPING

Is the agency capable of maintaining detailed client records for accurately reporting its accomplishments?

☒ YES ☐ NO

Is the agency aware of the requirement to verify the household income of clients when the activity is intended to benefit low- to moderate-income individuals?

☒ YES ☐ NO

Is the agency capable of properly documenting household income verification data?

☒ YES ☐ NO

Will the agency rely on the most current HUD Income Limits (currently 2010)?

☒ YES ☐ NO

Does the agency have a system for identifying "New" unduplicated clients?

☒ YES ☐ NO

If no, explain steps sub-grantee will take to establish such a system:

CONTRACTUAL COMPLIANCE:

Grantor Recognition: Is the agency capable of "prominently labeling" activities, facilities, items utilized, and all publications made possible as a result of the grant (i.e. CDBG-funded by the City of Hattiesburg)? ☒ YES ☐ NO

When applicable, is the organization capable of abiding by Section 3 requirements (12 USC 1701, Housing and Urban Development Act, and 24 CFR 135) requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to businesses located in or owned in substantial part by persons residing in the areas of the project. ☒ YES ☐ NO

If applicable construction is a part of the grant activity, is the agency capable of abiding by the requirements of the Davis-Bacon Act? ☒ N/A ☐ YES ☐ NO

Have any fair housing concerns been filed against the agency? ☐ YES ☒ NO
If so, provide the current status of the concern of complaint: _____

If applicable, is the fair housing logo displayed in program materials? ☐ N/A ☒ YES ☐ NO

EMPLOYEE RELATIONS

Does the agency have an employment application? ☒ YES ☐ NO

Does the organization have written employment and personnel policies for review? ☒ YES ☐ NO

Does the organization have policies/procedures to address personnel complaints? ☒ YES ☐ NO

Are EEO Posters utilized? ☒ YES ☐ NO

RECORDKEEPING AND DOCUMENTATION

An agreement between the City and a subgrantee/subrecipient must specify that records/documents be maintained including:

- Description of activities to be taken;
- Information indicating that a National Objectives is being met by the activities conducted;
- Eligibility information demonstrating eligibility of activities;
- Documents on use of CDBG funds for acquisition/improvement/use/disposition of property
- Documents showing compliance with fair housing, affirmative action; equal opportunity requirements;
- Financial records;
- Other records (per Subpart K; 24 CFR 570): labor, environmental standards; National Flood Insurance; displacement/relocation/acquisition/replacement of housing; employment/contracting opportunities; lead-based paint; debarred contractors; cost principles, conflict of interest.

Is the agency capable of maintaining applicable records? ☒ YES ☐ NO

Will records be maintained for five years after termination of activities funded under this agreement? ☒ YES ☐ NO

FINANCIAL INFORMATION:

Does sub-grantee have a current audit including a management letter available for review?

YES ☒ NOIf not, explain: Breakthrough has not had an audit within the last (5) five years.

Are there any outstanding audit issues?

YES ☒ NO

If yes, explain and describe how issues will be resolved _____

Does the agency have written procedures for approving and recording transactions?

YES ☒ NO

Is there a separation of financial functions (approving purchases, recording transactions, etc.)?

YES ☒ NO

Does the agency have the components of a financial management system including a chart of accounts, general ledgers, reconciliation, etc.?

YES ☒ NO

Is the agency aware that draws against a grant are only available on a reimbursement basis, for eligible expenses agreed upon in the program budget, and supported by adequate documentation submitted to the City (time sheets if salary; invoices if supply or equipment purchased, etc.)?

YES ☒ NO

Will the project produce program income?

YES ☒ NO*The answer to this question will not automatically qualify or disqualify the activity. If income will be produced as a result of the activity, follow-up discussion may be necessary to clarify expectations and requirements of both parties.*

If any portion of a salary will be paid with CDBG funding, is the agency capable of maintaining adequate timesheets, also documenting time spent on activities other than the CDBG-funded activity?

N/A ☒ YES ☐ NO**PROCUREMENT INFORMATION**

Will any of the work done under this program be contracted out?

YES ☒ NO

Will price/rate quotations be obtained from an adequate number of qualified sources?

N/A YES ☒ NO

Will purchases over \$25,000 be put out to formal bid?

N/A ☒ YES ☐ NO

If applicable, will the agency utilize the Department of Labor's list of Disadvantaged Enterprises?

N/A YES ☒ NO**ORGANIZATION INFORMATION:**Identify employees working on this activity: Dequandra Johnson (Housing Counselor)
and Richard Barnett (Chief Financial Officer)

Will time logs be maintained?

YES ☒ NO

Are employees' taxes withheld on paychecks?

YES ☒ NO

Will any board members / employees or their immediate families be assisted under the proposed activity?

YES ☒ NO

This application/questionnaire is intended as a means to identify qualified organizations, and in no way promises funding from any source. By signing below, the organization attests that all information contained herein is accurate, and that if granted funds, the organization will comply with all applicable regulations. Additionally, the organization understands that if information in this application is later found to be inaccurate or if the organization in any way fails to comply with CDBG requirements, the organization may be required to repay grant funds to the city's CDBG program.

Signature of Authorize Representative Arthur W. Siggers

Internal Revenue Service
Director, EO Rulings & Agreements
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: March 6, 2004

BREAKTHROUGH COMMUNITY SERVICES INC
PO BOX 15309
HATTIESBURG, MS 39404

Employer Identification Number:
31-1676092
Document Locator Number:
17053-059-76800-4
Toll Free Number: 877-829-5500
FAX Number: 513-263-3756

Acknowledgement of Your Request

We received your Form 8734, Support Schedule for Your Advance Ruling, or other information regarding your public support status. When communicating with us, please refer to the employer identification number and document locator number shown above.

Your tax exempt status under section 501(c)(3) of the Internal Revenue Code remains in effect.

What Happens Next?

The information you submitted was entered into our computer system at our processing center in Covington, Kentucky, and has been sent to our Cincinnati office for initial review. We approve some cases based on this review. If this is the case, you will receive a letter stating that you are a publicly supported organization.

If the review indicates that additional information or changes are necessary, your case will be assigned to an Exempt Organization Specialist in Cincinnati who will call or write you. We assign cases in the order we receive them.

If the additional information indicates that you meet one of the public support tests, you will receive a letter stating that you are a publicly supported organization. If the public support tests are not met, we will send you a letter re-classifying you as a private foundation. That letter will tell you why we believe you do not meet the public support tests, and will include a complete explanation of your appeal rights.

How long will this process take?

Normally, you may expect to hear from us within 120 days. If you do not, you may call our toll free number between the hours of 8 a.m. and 6:30 p.m. Eastern Time. Please have your identification numbers available so that we can identify your case. If you would rather write than call, please include a copy of this notice with your correspondence.

Breakthrough Community Services, Inc.
Board of Directors
2012

Chairman	Arthur L. Siggers
Vice-Chairperson	Annie McGee 1214 Putnam Avenue Hattiesburg, MS 39401 Low-income community representative
Secretary	Delores Williams 600 Broad Street Hattiesburg, MS 39401 Public employee representative
	Katherine Wright 212 M.L. King Drive, Apt. 2C Hattiesburg, MS 39401 Low-income community representative
	Ozell Barnes 1201 Cherry Street Hattiesburg, MS 39401 Low-income community representative
	Mary Lumzy 136 Anita Drive Hattiesburg, MS 39401 Low-income community representative
	Rossie Anderson-Howze 103 Cotton Creek Drive Hattiesburg, MS 39401 Low-income representation
	Grant Walker P. O. Box 1231 Hattiesburg, MS 39403 Public Sector representative
	Attorney Carol Jones 713 Ronie Street Hattiesburg, MS 39401 Public Sector representative
	Roderick Woullard 641 Main Street Hattiesburg, MS 39401 Public Sector representative



City of Hattiesburg, MS

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

Master

File Number: 2012-0794

File ID: 2012-0794

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: May Hinton Lodge #540 CDBG Public Service Grant Award

Final Action: 05/15/2012

Minute Book Number: MB 2012-1/154

Title:

Approve Public Service Grant Award to May Hinton Lodge #540 in an amount not to exceed \$6,500.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}

Notes:

Sponsors:

Enactment Date:

Attachments: May Hinton Lodge 2012 Subrecipient, May Hinton Exhibit A, Executed.Lodge

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Approve Public Service Grant Award to May Hinton Lodge #540 in an amount not to exceed \$6,500.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0794

Title

Approve Public Service Grant Award to May Hinton Lodge #540 in an amount not to exceed \$6,500.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}

Summary

May Hinton Lodge #540 CDBG Public Service Grant Award

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

**COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT**

**MAY-HINTON LODGE #540
BACK TO SCHOOL DAY**

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **fifteenth (15th) day of May, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and **May-Hinton Lodge #540**, (herein called the "Subrecipient"), located in the City of Hattiesburg (**720 Alcorn Ave., Hattiesburg, MS 39401**) for an amount not to exceed **\$6,500.00** and which shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: **hosting a back-to-school event benefiting students of a low to moderate-income neighborhood with school supplies and crime and health awareness.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to purchase backpacks and school supplies to be distributed at a back-to-school fun day in the East Jerusalem neighborhood. The Subrecipient will distribute supplies to as many as 200 students.

Program Delivery

The Subrecipient will track supplies distributed through a registration table. The Subrecipient will collect demographic and income data on all participants and will maintain all records. Because of the nature of this activity, household size and whether a participant receives free or reduced lunch may be used to determine low to moderate income status. Participants from the Hattiesburg Public School District (HPSD) must be accounted for separately from students of other districts. Reimbursements for supplies/supply packs are dependent on the number of HPSD students that are documented as participants. The accomplishment data reported on this activity will be based on the participants from HPSD. Total participation from all school districts will also be gathered and will be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Quarterly Reports, due June 10, September 10, and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

Non-compliance with the CDBG program, financial requirements, eligibility requirements, reporting requirements, or any part of the agreement contained herein may result in the Grantee requiring the return of some, or all, funds drawn by the Subrecipient.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of Benefiting Low to Moderate Income individuals under the Limited Clientele Activity in accordance with 24 CFR Part 570.201(e).

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Grant Award	05/15/2012
Host Event (estimated)	07/01/2012 - 08/15/2012
Complete and Submit Final Report	12/20/2011

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **fifteenth day of May 2012** and end on the **31st day, December 2012**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to \$6,500.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

SUPPLIES	Estimated unit cost
Backpacks	\$10.00
3-prong, 2-pocket folders	\$1.00
Crayons	\$2.49
Loose Leaf Paper	\$1.99
Glue	\$1.49
#2 Pencils –12packs	\$4.49
Scissors	\$1.65
1-Subject 70ct Notebooks	\$1.49
 TOTAL	 <u>\$6,500.00</u>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (A) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

Any Program Income generated as a result of this award must be returned to the Grantee within 30-days.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$6,500.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

Payment to the Subrecipient may only be made as a reimbursement for costs incurred, attributed to a line item of the approved budget in Part III, and justified with appropriate documentation.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Subrecipient
City of Hattiesburg Franklyn L. Tate, Director Dept of Federal & State Programs Phone: (601) 554-1006 Fax: (601) 545-4592	Ray Coleman, Sr. (WM, President) May Hinton Lodge #540 720 Alcorn Ave. Hattiesburg, MS 39401 Phone: (601) 818-0318 (Trae'mone Hicks) Email: prophetikone@yahoo.com

VI. SPECIAL CONDITIONS

It is understood that parts of the budget, such as participant training materials, are variable based on the number of participants in the program. Award funds cannot be drawn for inventory of such items. Requests for funds for such items must be attributable to participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd

Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

D. Workers' Compensation and Insurance Requirements

The University of Southern Mississippi is an agency of the State of Mississippi under the management and control of the Board of Trustees of State Institutions of Higher Learning (IHL). As authorized by law, IHL maintains a program of self-insurance for purposes of workers' compensation and maintains a program of self-insurance for purposes of general liability, pursuant to the Mississippi Tort Claims Act, 11-46-1, et seq., Miss. Code Ann (1972), as amended.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

G. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in

noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG Public Services funds from the City of Hattiesburg. The Community Development Administrator or his designee will chair meetings. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures and regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets

(including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any

improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications and Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph IX. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of \$2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to

journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement.

“The work to be performed under this contract is a project assisted under a program providing direct federal funding from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to

business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the

written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.
- c. It will require that the language of paragraph (d) of this certification be included in award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the

advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

May Hinton Lodge #540

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____
Eddie Myers, City Clerk

Attest: _____

Date: _____

Date: _____

20

**NOTICE OF AVAILABILITY
OF COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE GRANT FUNDS**

The City of Hattiesburg, Mississippi, in accordance with its 2012 Action Plan (a component of its 2008 – 2012 Consolidated Plan) is accepting proposals for Public Service Grant awards. Eligible organizations include nonprofit organizations operating within the City limits of Hattiesburg, Mississippi. Churches are not eligible.

Eligible activities include but are not limited to: those benefiting low to moderate income individuals, job training, crime prevention, health services, substance abuse services, education programs, services to senior citizens, services benefiting at risk youth and services benefiting the homeless.

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 29, 2012.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Proposals" and the NAME OF THE ITEM on which proposal is being submitted and the DATE OF BID OPENING.

The proposals should include the following:

1. Description of the Organization to include name, address, 501 3(c) status, DUNS number, EIN number, makeup of the board, contact person and any other descriptive information available
2. Description for program for which funding is being requested
3. Proposed budget for program or activity to include other sources of funding
4. Program outcomes or benchmarks
5. City of Hattiesburg's CDBG Public Service Application Form

Proposals that fail to include all of the information above will not be considered.

Copies of the City of Hattiesburg's CDBG Public Service Application Form are available upon request between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday at the Office of the Clerk, City Hall, Second Floor, 200 Forrest Street, Hattiesburg, MS 39401.

Questions related to this announcement should be forwarded to Franklyn L. Tate, Director of Federal and State Programs City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street, 601-554-1006.

PUBLISHED by Order of the Council on this, the 6th day of March 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, March 9, 2012; Friday, March 16, 2012

**CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM**

GENERAL INFORMATION

Date: 3/22/12

Organization Name: May - Hinton Masonic Lodge #540

Organization Representative: _____

Telephone: 601 818-0318 Email: Prophetikone@yahoo.com

DUNS Number (Required) 962 754 672

Is the Agency/Organization a registered 501c(3)?

☒ YES ☐ NO

Proposed Grant Activities:

1. School Free School Supplies for low income students
2. Crime Prevention interventions
3. Health Awareness

Numeric Goals & Objectives as stated in the statement of work:

1. Service 297 students with school supplies & crime prevention
2. Please see attached - Statement of need
3. _____

Does the applicant agree that **progress reports** will be submitted to the City of Hattiesburg on a quarterly basis (or more frequently if requested) for the entirety of the grant period?

☒ YES ☐ NO

How many people are projected to directly benefit from this service? 600

Who is the intended clientele of this service? Low income students living in Poverty Areas

RECORD KEEPING

Is the agency capable of maintaining detailed client records for accurately reporting its accomplishments?

☒ YES ☐ NO

Is the agency aware of the requirement to verify the household income of clients when the activity is intended to benefit low- to moderate-income individuals?

☒ YES ☐ NO

Is the agency capable of properly documenting household income verification data?

☒ YES ☐ NO

Will the agency rely on the most current HUD Income Limits (currently 2010)?

☒ YES ☐ NO

Does the agency have a system for identifying "New" unduplicated clients?

☒ YES ☐ NO

If no, explain steps sub-grantee will take to establish such a system: _____

FILED

MAR 29 2012

EDDIE R. MYERS, CITY CLERK
By _____
Deputy Clerk

CONTRACTUAL COMPLIANCE:

Grantor Recognition: Is the agency capable of "prominently labeling" activities, facilities, items utilized, and all publications made possible as a result of the grant (i.e. CDBG-funded by the City of Hattiesburg)? ☒ YES ☐ NO

When applicable, is the organization capable of abiding by Section 3 requirements (12 USC 1701, Housing and Urban Development Act, and 24 CFR 135) requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to businesses located in or owned in substantial part by persons residing in the areas of the project. YES ☐ NO ☐

If applicable construction is a part of the grant activity, is the agency capable of abiding by the requirements of the Davis-Bacon Act? N/A ☐ YES ☐ NO

Have any fair housing concerns been filed against the agency? YES ☐ ☒ NO
If so, provide the current status of the concern of complaint: _____

If applicable, is the fair housing logo displayed in program materials? ☒ N/A ☐ YES ☐ NO

EMPLOYEE RELATIONS

Does the agency have an employment application? ☒ YES ☐ NO

Does the organization have written employment and personnel policies for review? ☒ YES ☐ NO

Does the organization have policies/procedures to address personnel complaints? ☒ YES ☐ NO

Are EEO Posters utilized? ☒ YES ☐ NO

RECORDKEEPING AND DOCUMENTATION

An agreement between the City and a subgrantee/subrecipient must specify that records/documents be maintained including:

- Description of activities to be taken;
- Information indicating that a National Objectives is being met by the activities conducted;
- Eligibility information demonstrating eligibility of activities;
- Documents on use of CDBG funds for acquisition/improvement/use/disposition of property
- Documents showing compliance with fair housing, affirmative action; equal opportunity requirements;
- Financial records;
- Other records (per Subpart K; 24 CFR 570): labor, environmental standards; National Flood Insurance; displacement/relocation/acquisition/replacement of housing; employment/contracting opportunities; lead-based paint; debarred contractors; cost principles, conflict of interest.

Is the agency capable of maintaining applicable records? ☒ YES ☐ NO

Will records be maintained for five years after termination of activities funded under this agreement? ☒ YES ☐ NO

FINANCIAL INFORMATION:

Does sub-grantee have a current audit including a management letter available for review? YES NO

If not, explain: _____

Are there any outstanding audit issues? YES NO
If yes, explain and describe how issues will be resolved _____

Does the agency have written procedures for approving and recording transactions? YES NO

Is there a separation of financial functions (approving purchases, recording transactions, etc.)? YES NO

Does the agency have the components of a financial management system including a chart of accounts, general ledgers, reconciliation, etc.? YES NO

Is the agency aware that draws against a grant are only available on a reimbursement basis, for eligible expenses agreed upon in the program budget, and supported by adequate documentation submitted to the City (time sheets if salary; invoices if supply or equipment purchased, etc.)? YES NO

Will the project produce program income? YES NO
The answer to this question will not automatically qualify or disqualify the activity. If income will be produced as a result of the activity, follow-up discussion may be necessary to clarify expectations and requirements of both parties.

If any portion of a salary will be paid with CDBG funding, is the agency capable of maintaining adequate timesheets, also documenting time spent on activities other than the CDBG-funded activity?
N/A YES NO

PROCUREMENT INFORMATION

Will any of the work done under this program be contracted out? YES NO

Will price/rate quotations be obtained from an adequate number of qualified sources? YES NO

Will purchases over \$25,000 be put out to formal bid? YES NO

If applicable, will the agency utilize the Department of Labor's list of Disadvantaged Enterprises?
YES NO

ORGANIZATION INFORMATION:

Identify employees working on this activity: Tremone Hicks, Christopher Walker, Darryl Wall, Ray Coleman, Members of May-Hinton Lodge.

Will time logs be maintained? YES NO

Are employees' taxes withheld on paychecks? N/A YES NO

Will any board members / employees or their immediate families be assisted under the proposed activity? YES NO

This application/questionnaire is intended as a means to identify qualified organizations, and in no way promises funding from any source. By signing below, the organization attests that all information contained herein is accurate, and that if granted funds, the organization will comply with all applicable regulations. Additionally, the organization understands that if information in this application is later found to be inaccurate or if the organization in any way fails to comply with CDBG requirements, the organization may be required to repay grant funds to the city's CDBG program.

Signature of Authorize Representative Tremone Hicks

Office of the Mayor

Hattiesburg, Mississippi

RESOLUTION



MAY-HINTON MASONIC LODGE #540

WHEREAS, the members of MAY-HINTON MASONIC LODGE #540 have been instrumental in the city of Hattiesburg, Mississippi in their duty to serve their community.

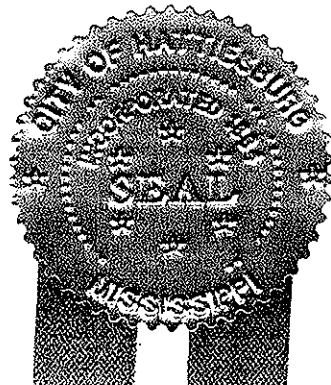
WHEREAS, the members of MAY-HINTON MASONIC LODGE #540 have served the young people of the community by hosting many events geared toward supplying less fortunate children with school supplies.

WHEREAS, the members of MAY-HINTON MASONIC LODGE #540 have also served the elderly of the community by adopting retirement communities where they volunteer time to assist in duties, including the provision of food for the residents during holidays.

WHEREAS, the members of MAY-HINTON MASONIC LODGE #540 have served the entire community by volunteering time to keep the area clean, including the adoption of a portion of Hwy as part of the "Keep Mississippi Beautiful" campaign.

NOW THEREFORE BE IT RESOLVED AND PROCLAIMED that MAY-HINTON MASONIC LODGE #540 be known for Integrity, Dedication and Service.

SO RESOLVED on this the 27th day of February, A.D., 2010.



In witness whereof I have hereunto set my hand and caused this seal to be affixed.

ATTEST

DATE

Jammy J. Price
Eddie R. Myers
Feb. 27, 2010

iGive , uGive , weSERVE !...Serve...Uplift and Empower the Community

Project Abstract

iGive, uGive, weSERVE! is new Program of May-Hinton Lodge #540 F&AM, PHA. Its primary goal is that of community public service. Events of the iGive, uGive, weSEVRE! program include the following: Back to School Fun Day, Black Heritage Ball, High Clean-Up, Health Service Events, Crime Prevention events, Service to Senior Citizens, Educations Scholarships, and mentoring programs to at risk youth. May Hinton Lodge #540 has been dedicated to serving the East Jerusalem Quarters community for over 14 years. Having implemented many community service projects we are able to see firsthand the need for projects such as these in this neighborhood. The East Jerusalem Quarters is comprised of primarily low income residents most of whom are living in poverty. This area is in dire need for a program of this magnitude. May Hinton Lodge is seeking funding in the amount of \$9220.00 to enhance the Back to School Fun Day and supply over 600 student with basic school supplies to help supplement their educational goals.

Statement of Need

Over the last three years we have implemented this program with the level of success increasing this each year. Our first year of piloting this program, we were pleased to service 297 student, 356 the second and 465 the third year. We are expecting in excess of 600 participants this year and we hope to be able to service all of them. We are requesting grant funding for \$9,220.00 (or maximum if this amount exceeds availability) to assisting in making sure that this program becomes a success.

Program Description

Our primary Project is the Back to School Fun Day. The Back to School Fun Day is a program designed to focus on low to moderate individual students, living in poverty areas within Hattiesburg to primarily assist in providing basic school supplies free of charge to those student who may not have these essentials or would encounter hardship in trying to acquire these materials. This is accomplished by purchasing basic school items such as notebooks, loose leaf paper, pencils, glue, rulers, folders, un-sharp scissors and crayons. These items are bagged and distributed among the participants of the fun Day. Some participants also receive back-packs as raffle prizes. At the same time this Fun Day takes the advantage of this time to address crime prevention and health services. The Fun Day incorporates crime prevention into the event by request the presence of City Police and County Deputies to set up a location to talk to youth regarding Drug Prevention and Peer Pressure Awareness. Health Services are also incorporated by requesting local ambulance services to be present to talk to the youth about Emergency Medical Response and Basic First Aid. In addition to the above, the Fun Day also provides free musical entertainment, free food and fun activities for students to participate in.

Goals and Objectives

The Goal of the iGive, uGive, weSERVE! Back to School Fun Day Project is to enable 600+ at risk and low-income students to be afforded opportunities to start their school year off without the burden. To also create a mentoring relationship between student and members of May-Hinton Lodge #540 to assist in tutoring these student over the course of their grade school years. Furthermore the present of Public Service officers to educate the participants in crime prevention and drug awareness.

This helps to enhance the relationship between the Hattiesburg Police Department and the taxpaying citizens of East Jerusalem Quarters, Hattiesburg, Mississippi.

Time line

Submit Grant Proposal	March 2012
Expectant Grant notification	March-May 2012
Host Event	July-August 2012
Prepare results Report	September 2012

Budget

<i>Item</i>	<i>cost</i>	<i>qty</i>	<i>total</i>
Eastport Clear Back Pack	\$ 10.00	200	\$ 2,000.00
3 prong 2 pocket folders	\$ 1.00	600	\$ 600.00
Crayola Crayons	\$ 2.49	600	\$ 1,494.00
loose leaf paper	\$ 1.99	600	\$ 1,194.00
Elmers glue	\$ 1.49	600	\$ 894.00
#2 Pencils(12pk)	\$ 4.49	100	\$ 449.00
blunt end scissors	\$ 1.65	600	990.00
\$1 subject 70ct Notebook	\$ 1.49	600	\$ 894.00
Fun day T-shirts	\$ 6.45	100	\$ 645.00
Signage	\$ 100.00	3	\$ 300.00
Fun Jumps	\$ 200.00	3	\$ 600.00
Disc Jockey	\$ 1.00	1	\$ 200.00
Clown (per hour)	\$ 65.00	3	\$ 195.00
entertainment stage	\$ 120.00	1	\$ 120.00
Total (gross)			\$ 11,220.00
In-Kind donation			\$ (1,000.00)
Member Contribution			\$ (1,000.00)
Overall Cost needed			\$ 9,220.00

Organizational Information

May-Hinton Lodge #540 F & A.M., P.H.A. is located at 720 Alcorn Ave. in Hattiesburg, Mississippi. This lodge is part of the 15th district of The MW Stringer Grand Lodge, Free and Accepted Masons, Prince Hall Affiliated located in the capitol city of Jackson, Mississippi. The brothers here strive to serve our community in any way possible, placing strong emphasis on helping women and children. We are a non-profit 501-3(c) tax exempt organization and do all work on a volunteer basis only. We are always looking for ways to be of service to anyone in our community.

Officers

Ray Coleman Sr.	Worshipful Master (President)
Christopher Walker	Senior Warden (1 st Vice President)
Darryl Walls	Junior Warden (2 nd Vice President)
Trea'mone Hicks	Secretary
David Rankin, Ph.D.	Treasurer
W.L. Pearson	Past Master
Ray Coleman, Jr.	Past Master

501-3(c)/EIN: 26-4528475

DUNS No.: 962754672

Contact Info:

May Hinton Lodge #540
c/o Ray Coleman, Sr
P.O. Box 126
Hattiesburg, MS 39403

601-601-818-0318
prophetikone@yahoo.com
www.mayhinton540.com

CITY OF HATTIESBURG

**COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT**

**MAY-HINTON LODGE #540
BACK TO SCHOOL DAY**

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **fifteenth (15th) day of May, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and **May-Hinton Lodge #540**, (herein called the "Subrecipient"), located in the City of Hattiesburg (**720 Alcorn Ave., Hattiesburg, MS 39401**) for an amount not to exceed **\$6,500.00** and which shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: **hosting a back-to-school event benefiting students of a low to moderate-income neighborhood with school supplies and crime and health awareness.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to purchase backpacks and school supplies to be distributed at a back-to-school fun day in the East Jerusalem neighborhood. The Subrecipient will distribute supplies to as many as 200 students.

Program Delivery

The Subrecipient will track supplies distributed through a registration table. The Subrecipient will collect demographic and income data on all participants and will maintain all records. Because of the nature of this activity, household size and whether a participant receives free or reduced lunch may be used to determine low to moderate income status. Participants from the Hattiesburg Public School District (HPSD) must be accounted for separately from students of other districts. Reimbursements for supplies/supply packs are dependent on the number of HPSD students that are documented as participants. The accomplishment data reported on this activity will be based on the participants from HPSD. Total participation from all school districts will also be gathered and will be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Quarterly Reports, due June 10, September 10, and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

Non-compliance with the CDBG program, financial requirements, eligibility requirements, reporting requirements, or any part of the agreement contained herein may result in the Grantee requiring the return of some, or all, funds drawn by the Subrecipient.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of Benefiting Low to Moderate Income individuals under the Limited Clientele Activity in accordance with 24 CFR Part 570.201(e).

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Grant Award	05/15/2012
Host Event (estimated)	07/01/2012 - 08/15/2012
Complete and Submit Final Report	12/20/2011

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **fifteenth day of May 2012** and end on the **31st day, December 2012**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to **\$6,500.00**. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

SUPPLIES	Estimated unit cost
Backpacks	\$10.00
3-prong, 2-pocket folders	\$1.00
Crayons	\$2.49
Loose Leaf Paper	\$1.99
Glue	\$1.49
#2 Pencils -12packs	\$4.49
Scissors	\$1.65
1-Subject 70ct Notebooks	\$1.49
TOTAL	<u>\$6,500.00</u>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (A) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

Any Program Income generated as a result of this award must be returned to the Grantee within 30-days.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$6,500.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

Payment to the Subrecipient may only be made as a reimbursement for costs incurred, attributed to a line item of the approved budget in Part III, and justified with appropriate documentation.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Subrecipient
City of Hattiesburg Franklyn L. Tate, Director Dept of Federal & State Programs Phone: (601) 554-1006 Fax: (601) 545-4592	Ray Coleman, Sr. (WM, President) May Hinton Lodge #540 720 Alcorn Ave. Hattiesburg, MS 39401 Phone: (601) 818-0318 (Trae'mone Hicks) Email: prophetikone@yahoo.com

VI. SPECIAL CONDITIONS

It is understood that parts of the budget, such as participant training materials, are variable based on the number of participants in the program. Award funds cannot be drawn for inventory of such items. Requests for funds for such items must be attributable to participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd

Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

D. Workers' Compensation and Insurance Requirements

The University of Southern Mississippi is an agency of the State of Mississippi under the management and control of the Board of Trustees of State Institutions of Higher Learning (IHL). As authorized by law, IHL maintains a program of self-insurance for purposes of workers' compensation and maintains a program of self-insurance for purposes of general liability, pursuant to the Mississippi Tort Claims Act, 11-46-1, et seq., Miss. Code Ann (1972), as amended.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

G. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in

noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG Public Services funds from the City of Hattiesburg. The Community Development Administrator or his designee will chair meetings. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures and regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets

(including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any

improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications and Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph IX. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of \$2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to

journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

"The work to be performed under this contract is a project assisted under a program providing direct federal funding from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to

business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the

written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.
- c. It will require that the language of paragraph (d) of this certification be included in award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the

advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

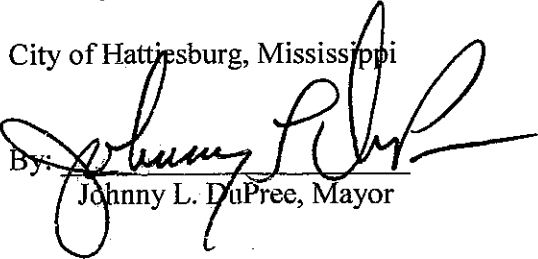
XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

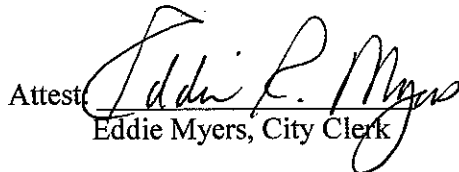
By: 
Johnny L. DuPre, Mayor

Date: 5-15-12

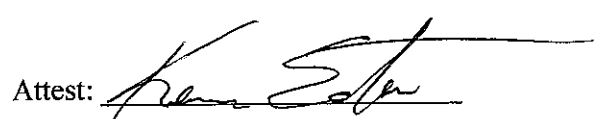
May Hinton Lodge #540

By: 

Date: _____

Attest: 
Eddie Myers, City Clerk

Date: 5-15-12

Attest: 

Date: 6-14-2012

(10)

**NOTICE OF AVAILABILITY
OF COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE GRANT FUNDS**

The City of Hattiesburg, Mississippi, in accordance with its 2012 Action Plan (a component of its 2008 – 2012 Consolidated Plan) is accepting proposals for Public Service Grant awards. Eligible organizations include nonprofit organizations operating within the City limits of Hattiesburg, Mississippi. Churches are not eligible.

Eligible activities include but are not limited to: those benefiting low to moderate income individuals, job training, crime prevention, health services, substance abuse services, education programs, services to senior citizens, services benefiting at risk youth and services benefiting the homeless.

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 29, 2012.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Proposals" and the NAME OF THE ITEM on which proposal is being submitted and the DATE OF BID OPENING.

The proposals should include the following:

1. Description of the Organization to include name, address, 501 3(c) status, DUNS number, EIN number, makeup of the board, contact person and any other descriptive information available
2. Description for program for which funding is being requested
3. Proposed budget for program or activity to include other sources of funding
4. Program outcomes or benchmarks
5. City of Hattiesburg's CDBG Public Service Application Form

Proposals that fail to include all of the information above will not be considered.

Copies of the City of Hattiesburg's CDBG Public Service Application Form are available upon request between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday at the Office of the Clerk, City Hall, Second Floor, 200 Forrest Street, Hattiesburg, MS 39401.

Questions related to this announcement should be forwarded to Franklyn L. Tate, Director of Federal and State Programs City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street, 601-554-1006.

PUBLISHED by Order of the Council on this, the 6th day of March 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, March 9, 2012; Friday, March 16, 2012

**CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM**

GENERAL INFORMATION

Date: 3/22/12

Organization Name: May - Hinton Masonic Lodge #540

Organization Representative: _____

Telephone: 601 818-0318 Email: Prophetixone@yahoo.com

DUNS Number (Required) 962 754 672

Is the Agency/Organization a registered 501c(3)?

☒ YES ☐ NO

Proposed Grant Activities:

1. School Free School Supplies for low income students
2. Crime Prevention Interventions
3. Health Awareness

Numeric Goals & Objectives as stated in the statement of work:

1. Service 297 students with school supplies & crime prevention
2. Please see attached - Statement of need
3. _____

Does the applicant agree that progress reports will be submitted to the City of Hattiesburg on a quarterly basis (or more frequently if requested) for the entirety of the grant period?

☒ YES ☐ NO

How many people are projected to directly benefit from this service? 600

Who is the intended clientele of this service? Low income students living in Poverty Areas

RECORD KEEPING

Is the agency capable of maintaining detailed client records for accurately reporting its accomplishments?

☒ YES ☐ NO

Is the agency aware of the requirement to verify the household income of clients when the activity is intended to benefit low- to moderate-income individuals?

☒ YES ☐ NO

Is the agency capable of properly documenting household income verification data?

☒ YES ☐ NO

Will the agency rely on the most current HUD Income Limits (currently 2010)?

☒ YES ☐ NO

Does the agency have a system for identifying "New" unduplicated clients?

☒ YES ☐ NO

If no, explain steps sub-grantee will take to establish such a system: _____

FILED

MAR 29 2012

EDDIE B. MYERS, CITY CLERK
By: _____ Deputy Clerk

CONTRACTUAL COMPLIANCE:

Grantor Recognition: Is the agency capable of "prominently labeling" activities, facilities, items utilized, and all publications made possible as a result of the grant (i.e. CDBG-funded by the City of Hattiesburg)? ☒ YES ☐ NO

When applicable, is the organization capable of abiding by Section 3 requirements (12 USC 1701, Housing and Urban Development Act, and 24 CFR 135) requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to businesses located in or owned in substantial part by persons residing in the areas of the project. YES ☐ NO ☐

If applicable construction is a part of the grant activity, is the agency capable of abiding by the requirements of the Davis-Bacon Act? N/A ☐ YES ☐ NO

Have any fair housing concerns been filed against the agency? YES ☒ NO
If so, provide the current status of the concern of complaint: _____

If applicable, is the fair housing logo displayed in program materials? ☒ N/A ☐ YES ☐ NO

EMPLOYEE RELATIONS

Does the agency have an employment application? ☒ YES ☐ NO

Does the organization have written employment and personnel policies for review? ☒ YES ☐ NO

Does the organization have policies/procedures to address personnel complaints? ☒ YES ☐ NO

Are EEO Posters utilized? ☒ YES ☐ NO

RECORDKEEPING AND DOCUMENTATION

An agreement between the City and a subgrantee/subrecipient must specify that records/documents be maintained including:

- Description of activities to be taken;
- Information indicating that a National Objectives is being met by the activities conducted;
- Eligibility information demonstrating eligibility of activities;
- Documents on use of CDBG funds for acquisition/improvement/use/disposition of property
- Documents showing compliance with fair housing, affirmative action; equal opportunity requirements;
- Financial records;
- Other records (per Subpart K; 24 CFR 570): labor, environmental standards; National Flood Insurance; displacement/relocation/acquisition/replacement of housing; employment/contracting opportunities; lead-based paint; debarred contractors; cost principles, conflict of interest.

Is the agency capable of maintaining applicable records? ☒ YES ☐ NO

Will records be maintained for five years after termination of activities funded under this agreement? ☒ YES ☐ NO

FINANCIAL INFORMATION:

Does sub-grantee have a current audit including a management letter available for review?

YES ☒ NO

If not, explain: _____

Are there any outstanding audit issues?

YES ☐ NO ☒

If yes, explain and describe how issues will be resolved _____

Does the agency have written procedures for approving and recording transactions?

YES ☒ NO

Is there a separation of financial functions (approving purchases, recording transactions, etc.)?

YES ☒ NO

Does the agency have the components of a financial management system including a chart of accounts, general ledgers, reconciliation, etc.?

YES ☒ NO

Is the agency aware that draws against a grant are only available on a reimbursement basis, for eligible expenses agreed upon in the program budget, and supported by adequate documentation submitted to the City (time sheets if salary; invoices if supply or equipment purchased, etc.)?

YES ☒ NO

Will the project produce program income?

YES ☐ NO ☒*The answer to this question will not automatically qualify or disqualify the activity. If income will be produced as a result of the activity, follow-up discussion may be necessary to clarify expectations and requirements of both parties.*

If any portion of a salary will be paid with CDBG funding, is the agency capable of maintaining adequate timesheets, also documenting time spent on activities other than the CDBG-funded activity?

N/A ☐ YES ☐ NO**PROCUREMENT INFORMATION**

Will any of the work done under this program be contracted out?

YES ☐ NO ☒

Will price/rate quotations be obtained from an adequate number of qualified sources?

YES ☐ NO

Will purchases over \$25,000 be put out to formal bid?

YES ☐ NO

If applicable, will the agency utilize the Department of Labor's list of Disadvantaged Enterprises?

YES ☐ NO**ORGANIZATION INFORMATION:**Identify employees working on this activity: Tremone Hicks, Christopher Walker, Darryl Wall
Ray Coleman, Members of May-Hinton Lodge.

Will time logs be maintained?

YES ☐ NO ☒Are employees' taxes withheld on paychecks? n/aYES ☐ NO

Will any board members / employees or their immediate families be assisted under the proposed activity?

YES ☐ NO ☒*This application/questionnaire is intended as a means to identify qualified organizations, and in no way promises funding from any source. By signing below, the organization attests that all information contained herein is accurate, and that if granted funds, the organization will comply with all applicable regulations. Additionally, the organization understands that if information in this application is later found to be inaccurate or if the organization in any way fails to comply with CDBG requirements, the organization may be required to repay grant funds to the city's CDBG program.*

Signature of Authorize Representative

Tremone Hicks

Office of the Mayor

Hattiesburg, Mississippi

RESOLUTION



MAY-HINTON MASONIC LODGE #540

WHEREAS, the members of MAY-HINTON MASONIC LODGE #540 have been instrumental in the city of Hattiesburg, Mississippi in their duty to serve their community.

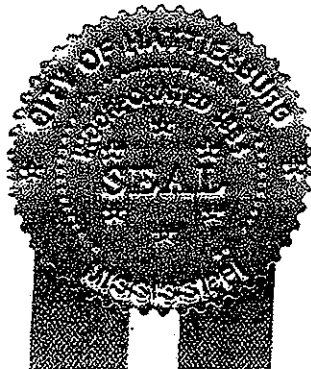
WHEREAS, the members of MAY-HINTON MASONIC LODGE #540 have served the people of the community by hosting many events geared toward supplying less fortunate children with school supplies.

WHEREAS, the members of MAY-HINTON MASONIC LODGE #540 have also served the elderly of the community by adopting retirement communities where they volunteer time to assist in duties, including the provision of food for the residents during holidays.

WHEREAS, the members of MAY-HINTON MASONIC LODGE #540 have served the entire community by volunteering time to keep the area clean, including the adoption of a portion of Hwy as part of the "Keep Mississippi Beautiful" campaign.

NOW THEREFORE BE IT RESOLVED AND PROCLAIMED that MAY-HINTON MASONIC LODGE #540 be known for Integrity, Dedication and Service.

SO RESOLVED on this the 27th day of February, A.D., 2010.



In witness whereof I have hereunto set my hand and caused this seal to be affixed.

[Signature]
ATTEST *[Signature]*
DATE Feb. 27, 2010

iGive , uGive , weSERVE I...Serve...Uplift and Empower the Community

Project Abstract

iGive, uGive, weSERVE! is new Program of May-Hinton Lodge #540 F&AM, PHA. Its primary goal is that of community public service. Events of the iGive, uGive, weSEVRE! program include the following: Back to School Fun Day, Black Heritage Ball, High Clean-Up, Health Service Events, Crime Prevention events, Service to Senior Citizens, Educations Scholarships, and mentoring programs to at risk youth. May Hinton Lodge #540 has been dedicated to serving the East Jerusalem Quarters community for over 14 years. Having implemented many community service projects we are able to see firsthand the need for projects such as these in this neighborhood. The East Jerusalem Quarters is comprised of primarily low income residents most of whom are living in poverty. This area is in dire need for a program of this magnitude. May Hinton Lodge is seeking funding in the amount of \$9220.00 to enhance the Back to School Fun Day and supply over 600 student with basic school supplies to help supplement their educational goals.

Statement of Need

Over the last three years we have implemented this program with the level of success increasing this each year. Our first year of piloting this program, we were pleased to service 297 student, 356 the second and 465 the third year. We are expecting in excess of 600 participants this year and we hope to be able to service all of them. We are requesting grant funding for \$9,220.00 (or maximum if this amount exceeds availability) to assisting in making sure that this program becomes a success.

Program Description

Our primary Project is the Back to School Fun Day. The Back to School Fun Day is a program designed to focus on low to moderate individual students, living in poverty areas within Hattiesburg to primarily assist in providing basic school supplies free of charge to those student who may not have these essentials or would encounter hardship in trying to acquire these materials. This is accomplished by purchasing basic school items such as notebooks, loose leaf paper, pencils, glue, rulers, folders, un-sharp scissors and crayons. These items are bagged and distributed among the participants of the fun Day. Some participants also receive back-packs as raffle prizes. At the same time this Fun Day takes the advantage of this time to address crime prevention and health services. The Fun Day incorporates crime prevention into the event by request the presence of City Police and County Deputies to set up a location to talk to youth regarding Drug Prevention and Peer Pressure Awareness. Health Services are also incorporated by requesting local ambulance services to be present to talk to the youth about Emergency Medical Response and Basic First Aid. In addition to the above, the Fun Day also provides free musical entertainment, free food and fun activities for students to participate in.

Goals and Objectives

The Goal of the iGive, uGive, weSERVE! Back to School Fun Day Project is to enable 600+ at risk and low-income students to be afforded opportunities to start their school year off without the burden. To also create a mentoring relationship between student and members of May-Hinton Lodge #540 to assist in tutoring these student over the course of their grade school years. Furthermore the present of Public Service officers to educate the participants in crime prevention and drug awareness.

This helps to enhance the relationship between the Hattiesburg Police Department and the taxpaying citizens of East Jerusalem Quarters, Hattiesburg, Mississippi.

Time line

Submit Grant Proposal	March 2012
Expectant Grant notification	March-May 2012
Host Event	July-August 2012
Prepare results Report	September 2012

Budget

<i>Item</i>	<i>cost</i>	<i>qty</i>	<i>total</i>
Eastport Clear Back Pack	\$ 10.00	200	\$ 2,000.00
3 prong 2 pocket folders	\$ 1.00	600	\$ 600.00
Crayola Crayons	\$ 2.49	600	\$ 1,494.00
loose leaf paper	\$ 1.99	600	\$ 1,194.00
Elmers glue	\$ 1.49	600	\$ 894.00
#2 Pencils(12pk)	\$ 4.49	100	\$ 449.00
blunt end scissors	\$ 1.65	600	990.00
\$1 subject 70ct Notebook	\$ 1.49	600	\$ 894.00
Fun day T-shirts	\$ 6.45	100	\$ 645.00
Signage	\$ 100.00	3	\$ 300.00
Fun Jumps	\$ 200.00	3	\$ 600.00
Disc Jockey	\$ 1.00	1	\$ 200.00
Clown (per hour)	\$ 65.00	3	\$ 195.00
entertainment stage	\$ 120.00	1	\$ 120.00
Total (gross)			\$ 11,220.00
In-Kind donation			\$ (1,000.00)
Member Contribution			\$ (1,000.00)
Overall Cost needed			\$ 9,220.00

Organizational Information

May-Hinton Lodge #540 F & A.M., P.H.A. is located at 720 Alcorn Ave. in Hattiesburg, Mississippi. This lodge is part of the 15th district of The MW Stringer Grand Lodge, Free and Accepted Masons, Prince Hall Affiliated located in the capitol city of Jackson, Mississippi. The brothers here strive to serve our community in any way possible, placing strong emphasis on helping women and children. We are a non-profit 501-3(c) tax exempt organization and do all work on a volunteer basis only. We are always looking for ways to be of service to anyone in our community.

Officers

Ray Coleman Sr.	Worshipful Master (President)
Christopher Walker	Senior Warden (1 st Vice President)
Darryl Walls	Junior Warden (2 nd Vice President)
Trea'mone Hicks	Secretary
David Rankin, Ph.D.	Treasurer
W.L. Pearson	Past Master
Ray Coleman, Jr.	Past Master

501-3(c)/EIN: 26-4528475

DUNS No.: 962754672

Contact Info:

May Hinton Lodge #540
c/o Ray Coleman, Sr
P.O. Box 126
Hattiesburg, MS 39403

601-601-818-0318
prophetikone@yahoo.com
www.mayhinton540.com



City of Hattiesburg, MS

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

Master

File Number: 2012-0793

File ID: 2012-0793

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: Eve's House, Inc. CDBG Public Service Grant Award

Final Action: 05/15/2012

Minute Book Number: MB2012-1/155

Title:

Approve Public Service Grant Award to Eve's House, Inc. in an amount not to exceed \$6,500.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}

Notes:

Sponsors:

Enactment Date:

Attachments: Eve's House 2012 Subrecipient, Eve's House Exhibit A, Executed Eve's House

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Approve Public Service Grant Award to Eve's House, Inc. in an amount not to exceed \$6,500.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0793

Title

Approve Public Service Grant Award to Eve's House, Inc. in an amount not to exceed \$6,500.00 and authorize the Mayor to execute triplicate original Subrecipient Grant Agreements in connection with the same. {Entitlements}

Summary

Eve's House, Inc. CDBG Public Service Grant Award

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

**COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT**

**EVE’S HOUSE, Inc.
EMPLOYABILITY ENHANCEMENT PROGRAM**

THIS contract (hereinafter the “AGREEMENT”), is made and entered into this **fifteenth (15th) day of May, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the “Grantee”), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and **Eve’s House, Inc.**, (herein called the “Subrecipient”), located in the City of Hattiesburg (**841 North Main St., Hattiesburg, MS 39401**) for an amount not to exceed **\$6,500.00** and which shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: **establishing the Subrecipient’s “Employability Enhancement” program – an educational initiative designed to provide Employment Training to low- to moderate-income adult women, particularly those transitioning from clinical treatment facilities and/or correctional institutions.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to purchase necessary office supplies and equipment, curriculum and training materials, and to pay teachers. The program coursework will include Job Readiness, Job Seeking Skills, Job Retention Skills, Life Management, and Computing Skills. The Subrecipient will conduct classes periodically during the year as needed, and will serve a total of 25 individual participants.

Program Delivery

The Subrecipient will track the total number of participants in the classes mentioned herein. The Subrecipient will collect demographic and income data on all participants and will maintain appropriate client files. The accomplishment data reported on this activity will be based on the participants in this class, regardless of whether or not a participant “completes” the coursework. Any other data based on other aspects of the program such as volunteer recruitment, volunteer development, graduation rates, participation and progress in continued case management, etc. will be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Quarterly Reports, due June 10, September 10, and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

Non-compliance with the CDBG program, financial requirements, eligibility requirements, reporting requirements, or any part of the agreement contained herein may result in the Grantee requiring the return of some, or all, funds drawn by the Subrecipient.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of Benefiting Low to Moderate Income individuals under the Limited Clientele Activity in accordance with 24 CFR Part 570.201(e).

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Grant Award	05/15/2012
Implement Program	05/15/2012 - 12/20/2012
Complete and Submit Final Report	12/20/2011

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **fifteenth day of May 2012** and end on the **31st day, December 2012**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to \$6,500.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

EQUIPMENT	
COMPUTERS (3) (and necessary peripherals)	\$1,800.00
DELIVERY	
SUPPLIES & PRINTING COSTS	\$500.00
TUTORS/TEACHERS (\$10/hr)	\$2,400.00
CURRICULUM	
LIFE MANAGEMENT SKILLS	\$800.00
JOBS FOR LIFE	\$1,000.00
TOTAL	<u>\$6,500.00</u>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (A) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

Any Program Income generated as a result of this award must be returned to the Grantee within 30-days.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$6,500.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

Payment to the Subrecipient may only be made as a reimbursement for costs incurred, attributed to a line item of the approved budget in Part III, and justified with appropriate documentation.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Subrecipient
City of Hattiesburg Franklyn L. Tate, Director Dept of Federal & State Programs Phone: (601) 554-1006 Fax: (601) 545-4592	Deborah Stover, Executive Director Eve's House, Inc. 841 North Main St. Hattiesburg, MS 39401 Phone: (601) 545-1879 or (601) 299-2202 Email: Deborah.Stover@eagles.usm.edu

VI. SPECIAL CONDITIONS

It is understood that parts of the budget, such as participant training materials, are variable based on the number of participants in the program. Award funds cannot be drawn for inventory of such items. Requests for funds for such items must be attributable to participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Any adjustments resulting in additional funds in the "Equipment" or "Delivery" budget headings will require prior written approval by the Grantee. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property

or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

D. Workers' Compensation and Insurance Requirements

The University of Southern Mississippi is an agency of the State of Mississippi under the management and control of the Board of Trustees of State Institutions of Higher Learning (IHL). As authorized by law, IHL maintains a program of self-insurance for purposes of workers' compensation and maintains a program of self-insurance for purposes of general liability, pursuant to the Mississippi Tort Claims Act, 11-46-1, et seq., Miss. Code Ann (1972), as amended.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

G. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be

undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG Public Services funds from the City of Hattiesburg. The Community Development Administrator or his designee will chair meetings. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures and regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's

responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of

compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications and Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses

regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph IX. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all

other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of \$2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement.

“The work to be performed under this contract is a project assisted under a program providing direct federal funding from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very

low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers’ representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.
- c. It will require that the language of paragraph (d) of this certification be included in award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood

Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

Eve's House, Inc.

By: _____
Johnny L. DuPree, Mayor

By: _____
Deborah Stover, Executive Director

Date: _____

Date: _____

Attest: _____
Eddie Myers, City Clerk

Attest: _____

Date: _____

Date: _____

CITY OF HATTIESBURG
CDBG PUBLIC SERVICE GRANT APPLICATION

March 28, 2012

Description of the Organization

Eve's House, Inc. exists to reach, restore, and reconnect women and families.

Eve's House, Inc.
841 North Main Street
Hattiesburg, MS 39401

501c(3) status: current

State of Mississippi Charitable Organization Registration: current

DUNS 827068961
EIN 26-0366887

FILED
MAR 29 2012
EDDIE R. J. ERK
By: Deputy Clerk
FILED
MAR 29 2012
EDDIE R. J. ERK
By: Deputy Clerk

Description of the program for which funding is requested

Eve's House, Inc. is requesting funding for the Employability Enhancement Program component of its residential transitional housing program for women that have a history of substance abuse disorders. Eve's House is an adult learning facility and targets low-income women age 18 and older. Women who have completed their stay at clinical treatment facilities or correctional institutions find a safe place to learn necessary skills to rebuild their lives, seek employment, and transition into stable housing. The Employability Enhancement Program provides job readiness skills training, job seeking skills classes, life-management skills courses, and job retention classes. Assistance with job placement is provided through a network of volunteers and community linkages.

Proposed Budget for the program or activity

Eve's House, Inc. is requesting \$6,500 in CDBG Public Service funds from the City of Hattiesburg (please see attached budget).

Program outcomes or benchmarks.

The program benchmarks are based on the following objectives listed per program activity:

- **Job Readiness Skills Training**
 - Assessing skills, talents, and abilities;
 - Development of job/career objective;
 - Completing job applications;
 - Developing a resume ;
 - Writing cover letters;
 - Instruction on how to answer job interview questions;
 - Receiving information on how to dress for job interviews; and
 - Participating in mock job interviews.
- **Job Seeking Skills Training**
 - Instruction on researching employees;
 - Identifying of community resources;
 - Instruction on how to follow-up on job applications;
 - Instruction on how to develop job leads;
 - Scheduling interviews with potential employees;
 - Interviewed with potential employees;
 - Sharing interview feed-back; and
 - Instruction on interview thank you letters.
- **Job Retention Skills Training**
 - Instruction on employer expectations;
 - Instruction on understanding job descriptions;
 - Instruction on appropriate work environment communication and behavior; and
 - Instruction on preparing for performance evaluations.
- **Life Management Skills Development**
 - Provide Interpersonal Communication Skills Workshops;
 - Provide Anger Management Workshops;
 - Provide Conflict Resolution Workshops;
 - Provide Time Management Workshops; and
 - Provide Stress Management Workshops.
- **Basic Computer Skills Training**
 - Instruction on the basic functions on a computer;
 - Instruction on how to write and save documents;
 - Instruction on how to send emails;
 - Instruction on how to surf the web; and
 - Completing on-line job applications.

Eve's House, Inc. 841 North Main Street Hattiesburg, MS 39401 EIN 26-0366887 DUNS 827068961

Board Members 2011-2012

Name	Term	Address	Phone	Email	Position
Eve's House, Inc.	X	Mailing - P.O. Box 72i Hattiesburg, MS 39403	601-545-1879	eves.house1@yahoo.com	
Gwen Carter	1 st year	127 Melrose St. Hattiesburg, MS	601-310-0679	gwencarter49@yahoo.com	Board
Patricia Carter	1 st year	101 Leeds Place Hattiesburg, MS 39402	225-810-8966c 601-336-5782h	packidz@comcast.net	Board
Russlyn Castle	1 st year	507 6 th Ave. Hattiesburg, MS 39401	601-606-0712	rcastle@gmail.com	Board
Ruthie Davis	1 st year	P. O. Box 17396 Hattiesburg, MS 39401	769-223-2077c	Druthie47@yahoo.com	Board
Kim Dearman	2 nd year	1009 Corinne St. Hattiesburg, MS 39401	601-596-4503c	kcdearman@gmail.com	Board Chair
Laurie Herring	1 st year	533 Okahola Rd. Purvis, MS 39475	601-466-0445c	lshe1tonh@gmail.com	Board
Joan Holland	1 st year	31 Meadow Lake Circle Hattiesburg, MS 39402	601-408-2744c	lcnomm@comcast.net	Board
Geraldine Jones	2 nd year	6111 US HWY 49 Apt. 106 Hattiesburg, MS 39401	601-299-2155c	jazzyg53@yahoo.com	Board Vice Chair
Jane Reid	2 nd year	8 Bocage Hattiesburg, MS 39402	601-550-3020	janereidssim1900@yahoo.com	Board
Iris Smith		53 Monarch Blvd. Hattiesburg, MS 39402	601-264-0806h 601-447-2526c	hksmith01@comcast.net	Board Treasurer
Susan Steadman	1 st year	4 Lake Dr. Hattiesburg, MS 39402	601-261-3847	steadman@megagate.com	Board Secretary
Deborah Stover		P. O. Box 72i Hattiesburg, MS 39403	601-299-2202c	deborah.stover@eagles.usm.edu	Executive Director

**Proposed Budget
12 Months**

Computers 3 @ \$600.00	\$1,800
Supplies & Printing Cost	500
Tutors/teachers 2 @ \$10/hr. @ 248 hours total	2,400
Life Management Skills Curriculum and Training Material	800
Jobs For Life Curriculum and Training Material	<u>1,000</u>
Total Funds Requested	\$6,500

**CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM**

GENERAL INFORMATION

Date: 3/28/2012

Organization Name: Eve's House, Inc.

Representative : Deborah Stover

Telephone: (601) 545-1879 or (601) 299-2202 Email: eves.house1@yahoo.com

DUNS (Required) EIN 26-0366887 DUNS 827068961

Is the Agency/Organization a registered 501c(3)? ☒ YES ☐ NO

Proposed Grant Activities:

1. Provide job readiness and job seeking classes.
2. Provide computer skills training.
3. Provide life management skills classes

Numeric Goals & Objectives as stated in the statement of work:

1. To assist 25 women in gaining employment seeking skills by providing job readiness and job seeking classes.
2. To enhance the occupational skills of 25 women by providing computer operation instruction.
3. To assist 25 women in developing problem solving and decision making skills that enhance job retention skills.

Does the applicant agree that **progress reports** will be submitted to the City of Hattiesburg on a quarterly basis (or more frequently if requested) for the entirety of the grant period?

☒ YES ☐ NO

How many people are projected to directly benefit from this service?

30

Who is the intended clientele of this service?

Eve's House will provide these services to adult women between the ages of 18 and up who are low -income and have recently been released from correctional institutions and/or substance abuse treatment facilities.

RECORD KEEPING

Is the agency capable of maintaining detailed client records for accurately reporting its accomplishments? ☒ YES ☐ NO

Is the agency aware of the requirement to verify the household income of clients when the activity is intended to benefit low- to moderate-income individuals? ☒ YES ☐ NO

Is the agency capable of properly documenting household income verification data?

☒ YES ☐ NO

Will the agency rely on the most current HUD Income Limits (currently 2010)?

☒ YES ☐ NO

Does the agency have a system for identifying "New" unduplicated clients?

☒ YES ☐ NO

If no, explain steps sub-grantee will take to establish such a system:

CONTRACTUAL COMPLIANCE:

Grantor Recognition: Is the agency capable of "prominently labeling" activities, facilities, items utilized, and all publications made possible as a result of the grant (i.e. CDBG-funded by the City of Hattiesburg)? ☒ YES ☐ NO

When applicable, is the organization capable of abiding by Section 3 requirements (12 USC 1701, Housing and Urban Development Act, and 24 CFR 135) requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to businesses located in or owned in substantial part by persons residing in the areas of the project. ☒ YES ☐ NO

If applicable construction is a part of the grant activity, is the agency capable of abiding by the requirements of the Davis-Bacon Act? N/A YES NO

Have any fair housing concerns been filed against the agency? YES ☒ NO

If so, provide the current status of the concern of complaint: _____

If applicable, is the fair housing logo displayed in program materials? N/A YES NO

EMPLOYEE RELATIONS

Does the agency have an employment application? ☒ YES NO

Does the organization have written employment and personnel policies for review? ☒ YES NO

Does the organization have policies/procedures to address personnel complaints? ☒ YES NO

Are EEO Posters utilized? YES ☒ NO

RECORDKEEPING AND DOCUMENTATION

An agreement between the City and a subgrantee/subrecipient must specify that records/documents be maintained including:

Description of activities to be taken;

Information indicating that a National Objectives is being met by the activities conducted;

Eligibility information demonstrating eligibility of activities;

Documents on use of CDBG funds for acquisition/improvement/use/disposition of property

Documents showing compliance with fair housing, affirmative action; equal opportunity requirements;

Financial records;

Other records (per Subpart K; 24 CFR 570): labor, environmental standards; National Flood Insurance; displacement/relocation/acquisition/replacement of housing; employment/contracting opportunities; lead-based paint; debarred contractors; cost principles, conflict of interest.

Is the agency capable of maintaining applicable records? ☒ YES ☐ NO

Will records be maintained for five years after termination of activities funded under this agreement? ☒ YES ☐ NO

FINANCIAL INFORMATION:

Does sub-grantee have a current audit including a management letter available for review?
☒ YES ☐ NO

If not,

explain: _____

Are there any outstanding audit issues? YES ☒ NO

If yes, explain and describe how issues will be resolved _____

Does the agency have written procedures for approving and recording transactions? ☒ YES ☐ NO

Is there a separation of financial functions (approving purchases, recording transactions, etc.)? ☒ YES ☐ NO

Does the agency have the components of a financial management system including a chart of accounts, general ledgers, reconciliation, etc.? ☒ YES ☐ NO

Is the agency aware that draws against a grant are only available on a reimbursement basis, for eligible expenses agreed upon in the program budget, and supported by adequate documentation submitted to the City (time sheets if salary; invoices if supply or equipment purchased, etc.)? ☒ YES ☐ NO

Will the project produce program income? YES ☒ NO

The answer to this question will not automatically qualify or disqualify the activity. If income will be produced as a result of the activity, follow-up discussion may be necessary to clarify expectations and requirements of both parties.

If any portion of a salary will be paid with CDBG funding, is the agency capable of maintaining adequate timesheets, also documenting time spent on activities other than the CDBG-funded activity? ☒ N/A ☐ YES ☐ NO

PROCUREMENT INFORMATION

Will any of the work done under this program be contracted out? YES **X** NO

Will price/rate quotations be obtained from an adequate number of qualified sources? **X** YES
NO

Will purchases over \$25,000 be put out to formal bid? **X** YES NO

If applicable, will the agency utilize the Department of Labor's list of Disadvantaged
Enterprises?

X YES NO

ORGANIZATION INFORMATION:

Identify employees working on this activity: **Deborah Stover**

Will time logs be maintained? **X** YES NO

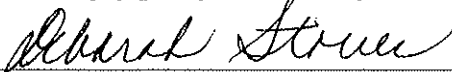
Are employees' taxes withheld on paychecks? YES **X** NO **Eve's House uses a volunteer
staff base.**

Will any board members / employees or their immediate families be assisted under the
proposed activity? YES **X** NO

*This application/questionnaire is intended as a means to identify qualified organizations, and in no way
promises funding from any source. By signing below, the organization attests that all information
contained herein is accurate, and that if granted funds, the organization will comply with all applicable
regulations. Additionally, the organization understands that if information in this application is later found
to be inaccurate or if the organization in any way fails to comply with CDBG requirements, the
organization may be required to repay grant funds to the city's CDBG program.*

Signature of Authorize

Representative



CITY OF HATTIESBURG

**COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT**

**EVE'S HOUSE, Inc.
EMPLOYABILITY ENHANCEMENT PROGRAM**

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **fifteenth (15th) day of May, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and **Eve's House, Inc.**, (herein called the "Subrecipient"), located in the City of Hattiesburg (**841 North Main St., Hattiesburg, MS 39401**) for an amount not to exceed **\$6,500.00** and which shall terminate on or before the **31st day of December 2012**, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: **establishing the Subrecipient's "Employability Enhancement" program – an educational initiative designed to provide Employment Training to low- to moderate-income adult women, particularly those transitioning from clinical treatment facilities and/or correctional institutions.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to purchase necessary office supplies and equipment, curriculum and training materials, and to pay teachers. The program coursework will include Job Readiness, Job Seeking Skills, Job Retention Skills, Life Management, and Computing Skills. The Subrecipient will conduct classes periodically during the year as needed, and will serve a total of 25 individual participants.

Program Delivery

The Subrecipient will track the total number of participants in the classes mentioned herein. The Subrecipient will collect demographic and income data on all participants and will maintain appropriate client files. The accomplishment data reported on this activity will be based on the participants in this class, regardless of whether or not a participant "completes" the coursework. Any other data based on other aspects of the program such as volunteer recruitment, volunteer development, graduation rates, participation and progress in continued case management, etc. will be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Quarterly Reports, due June 10, September 10, and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

Non-compliance with the CDBG program, financial requirements, eligibility requirements, reporting requirements, or any part of the agreement contained herein may result in the Grantee requiring the return of some, or all, funds drawn by the Subrecipient.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of Benefiting Low to Moderate Income individuals under the Limited Clientele Activity in accordance with 24 CFR Part 570.201(e).

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Grant Award	05/15/2012
Implement Program	05/15/2012 - 12/20/2012
Complete and Submit Final Report	12/20/2011

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **fifteenth day of May 2012** and end on the **31st day, December 2012**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to **\$6,500.00**. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

EQUIPMENT	
COMPUTERS (3) (and necessary peripherals)	\$1,800.00
DELIVERY	
SUPPLIES & PRINTING COSTS	\$500.00
TUTORS/TEACHERS (\$10/hr)	\$2,400.00
CURRICULUM	
LIFE MANAGEMENT SKILLS	\$800.00
JOBS FOR LIFE	\$1,000.00
TOTAL	<u>\$6,500.00</u>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (A) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

Any Program Income generated as a result of this award must be returned to the Grantee within 30-days.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$6,500.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

Payment to the Subrecipient may only be made as a reimbursement for costs incurred, attributed to a line item of the approved budget in Part III, and justified with appropriate documentation.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Subrecipient
City of Hattiesburg Franklyn L. Tate, Director Dept of Federal & State Programs Phone: (601) 554-1006 Fax: (601) 545-4592	Deborah Stover, Executive Director Eve's House, Inc. 841 North Main St. Hattiesburg, MS 39401 Phone: (601) 545-1879 or (601) 299-2202 Email: Deborah.Stover@eagles.usm.edu

VI. SPECIAL CONDITIONS

It is understood that parts of the budget, such as participant training materials, are variable based on the number of participants in the program. Award funds cannot be drawn for inventory of such items. Requests for funds for such items must be attributable to participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Any adjustments resulting in additional funds in the "Equipment" or "Delivery" budget headings will require prior written approval by the Grantee. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property

or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

D. Workers' Compensation and Insurance Requirements

The University of Southern Mississippi is an agency of the State of Mississippi under the management and control of the Board of Trustees of State Institutions of Higher Learning (IHL). As authorized by law, IHL maintains a program of self-insurance for purposes of workers' compensation and maintains a program of self-insurance for purposes of general liability, pursuant to the Mississippi Tort Claims Act, 11-46-1, et seq., Miss. Code Ann (1972), as amended.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

G. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be

undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG Public Services funds from the City of Hattiesburg. The Community Development Administrator or his designee will chair meetings. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures and regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's

responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of

compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications and Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses

regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph IX. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all

other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of \$2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

"The work to be performed under this contract is a project assisted under a program providing direct federal funding from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very

low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers’ representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.
- c. It will require that the language of paragraph (d) of this certification be included in award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood

Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

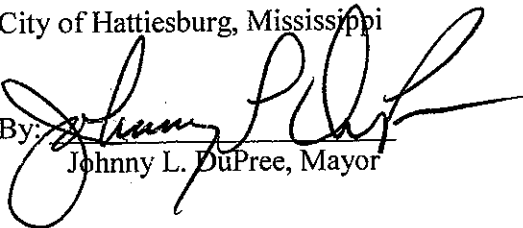
XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,

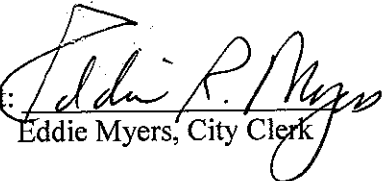
The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

By: 

Johnny L. DuPree, Mayor

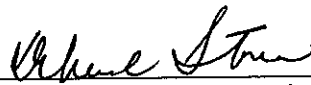
Date: 5-15-12

Attest: 

Eddie Myers, City Clerk

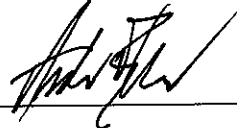
Date: 5-15-12

Eve's House, Inc.

By: 

Deborah Stover, Executive Director

Date: 5/15/12

Attest: 

Date: 5/15/12

CITY OF HATTIESBURG
CDBG PUBLIC SERVICE GRANT APPLICATION

March 28, 2012

Description of the Organization

Eve's House, Inc. exists to reach, restore, and reconnect women and families.

Eve's House, Inc.
841 North Main Street
Hattiesburg, MS 39401

501c(3) status: current

State of Mississippi Charitable Organization Registration: current

DUNS 827068961
EIN 26-0366887

FILED
MAR 29 2012
EDDIE B. HICKS, CLERK
FILED
MAR 29 2012
EDDIE B. HICKS, CLERK

Description of the program for which funding is requested

Eve's House, Inc. is requesting funding for the Employability Enhancement Program component of its residential transitional housing program for women that have a history of substance abuse disorders. Eve's House is an adult learning facility and targets low-income women age 18 and older. Women who have completed their stay at clinical treatment facilities or correctional institutions find a safe place to learn necessary skills to rebuild their lives, seek employment, and transition into stable housing. The Employability Enhancement Program provides job readiness skills training, job seeking skills classes, life-management skills courses, and job retention classes. Assistance with job placement is provided through a network of volunteers and community linkages.

Proposed Budget for the program or activity

Eve's House, Inc. is requesting \$6,500 in CDBG Public Service funds from the City of Hattiesburg (please see attached budget).

Program outcomes or benchmarks.

The program benchmarks are based on the following objectives listed per program activity:

- **Job Readiness Skills Training**
 - Assessing skills, talents, and abilities;
 - Development of job/career objective;
 - Completing job applications;
 - Developing a resume ;
 - Writing cover letters;
 - Instruction on how to answer job interview questions;
 - Receiving information on how to dress for job interviews; and
 - Participating in mock job interviews.
- **Job Seeking Skills Training**
 - Instruction on researching employees;
 - Identifying of community resources;
 - Instruction on how to follow-up on job applications;
 - Instruction on how to develop job leads;
 - Scheduling interviews with potential employees;
 - Interviewed with potential employees;
 - Sharing interview feed-back; and
 - Instruction on interview thank you letters.
- **Job Retention Skills Training**
 - Instruction on employer expectations;
 - Instruction on understanding job descriptions;
 - Instruction on appropriate work environment communication and behavior; and
 - Instruction on preparing for performance evaluations.
- **Life Management Skills Development**
 - Provide Interpersonal Communication Skills Workshops;
 - Provide Anger Management Workshops;
 - Provide Conflict Resolution Workshops;
 - Provide Time Management Workshops; and
 - Provide Stress Management Workshops.
- **Basic Computer Skills Training**
 - Instruction on the basic functions on a computer;
 - Instruction on how to write and save documents;
 - Instruction on how to send emails;
 - Instruction on how to surf the web; and
 - Completing on-line job applications.

Eve's House, Inc. 841 North Main Street Hattiesburg, MS 39401 EIN 26-0366887 DUNS 827068961

Board Members 2011-2012

Name	Term	Address	Phone	Email	Position
Eve's House, Inc.	X	Mailing - P.O. Box 721 Hattiesburg, MS 39403	601-545-1879	eves.house1@yahoo.com	
Gwen Carter	1 st year	127 Melrose St. Hattiesburg, MS	601-310-0679	gwenecarter49@yahoo.com	Board
Patricia Carter	1 st year	101 Leeds Place Hattiesburg, MS 39402	225-810-8966c 601-336-5782h	packidz@comcast.net	Board
Russlyn Castle	1 st year	507 6 th Ave. Hattiesburg, MS 39401	601-606-0712	rcastle@gmail.com	Board
Ruthie Davis	1 st year	P. O. Box 17396 Hattiesburg, MS 39401	769-223-2077c	Druhie47@yahoo.com	Board
Kim Dearman	2 nd year	1009 Corinne St. Hattiesburg, MS 39401	601-596-4503c	kcdearman@gmail.com	Board Chair
Laurie Herring	1 st year	533 Okahola Rd. Purvis, MS 39475	601-466-0445c	lsheltonh@gmail.com	Board
Joan Holland	1 st year	31 Meadow Lake Circle Hattiesburg, MS 39402	601-408-2744c	lcermon@comcast.net	Board
Geraldine Jones	2 nd year	6111 US HWY 49 Apt. 106 Hattiesburg, MS 39401	601-299-2155c	jazzyg53@yahoo.com	Board Vice Chair
Jane Reid	2 nd year	8 Bocage Hattiesburg, MS 39402	601-550-3020	janereidssim1900@yahoo.com	Board
Iris Smith		53 Monarch Blvd. Hattiesburg, MS 39402	601-264-0806h 601-447-2526c	hsmith01@comcast.net	Board Treasurer
Susan Steadman	1 st year	4 Lake Dr. Hattiesburg, MS 39402	601-261-3847	steadman@megagate.com	Board Secretary
Deborah Stover		P. O. Box 721 Hattiesburg, MS 39403	601-299-2202c	deborah.stover@eagles.usm.edu	Executive Director

**Proposed Budget
12 Months**

Computers 3 @ \$600.00	\$1,800
Supplies & Printing Cost	500
Tutors/teachers 2 @ \$10/hr. @ 248 hours total	2,400
Life Management Skills Curriculum and Training Material	800
Jobs For Life Curriculum and Training Material	<u>1,000</u>
Total Funds Requested	\$6,500

**CITY OF HATTIESBURG -- FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM**

GENERAL INFORMATION

Date: 3/28/2012

Organization Name: Eve's House, Inc.

Representative : Deborah Stover

Telephone: (601) 545-1879 or (601) 299-2202 Email: eves.house1@yahoo.com

DUNS (Required) EIN 26-0366887 DUNS 827068961

Is the Agency/Organization a registered 501c(3)? ☒ YES ☐ NO

Proposed Grant Activities:

1. Provide job readiness and job seeking classes.
2. Provide computer skills training.
3. Provide life management skills classes

Numeric Goals & Objectives as stated in the statement of work:

1. To assist 25 women in gaining employment seeking skills by providing job readiness and job seeking classes.
2. To enhance the occupational skills of 25 women by providing computer operation instruction.
3. To assist 25 women in developing problem solving and decision making skills that enhance job retention skills.

Does the applicant agree that progress reports will be submitted to the City of Hattiesburg on a quarterly basis (or more frequently if requested) for the entirety of the grant period?

☒ YES ☐ NO

How many people are projected to directly benefit from this service?

30

Who is the intended clientele of this service?

Eve's House will provide these services to adult women between the ages of 18 and up who are low -income and have recently been released from correctional institutions and/or substance abuse treatment facilities.

RECORD KEEPING

Is the agency capable of maintaining detailed client records for accurately reporting its accomplishments? ☒ YES ☐ NO

Is the agency aware of the requirement to verify the household income of clients when the activity is intended to benefit low- to moderate-income individuals? ☒ YES ☐ NO

Is the agency capable of properly documenting household income verification data?

☒ YES ☐ NO

Will the agency rely on the most current HUD Income Limits (currently 2010)?
☒ YES ☐ NO

Does the agency have a system for identifying "New" unduplicated clients?
☒ YES ☐ NO

If no, explain steps sub-grantee will take to establish such a system:

CONTRACTUAL COMPLIANCE:

Grantor Recognition: Is the agency capable of "prominently labeling" activities, facilities, items utilized, and all publications made possible as a result of the grant (i.e. CDBG-funded by the City of Hattiesburg)? ☒ YES ☐ NO

When applicable, is the organization capable of abiding by Section 3 requirements (12 USC 1701, Housing and Urban Development Act, and 24 CFR 135) requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to businesses located in or owned in substantial part by persons residing in the areas of the project. ☒ YES ☐ NO

If applicable construction is a part of the grant activity, is the agency capable of abiding by the requirements of the Davis-Bacon Act? N/A YES NO

Have any fair housing concerns been filed against the agency? YES ☒ NO
If so, provide the current status of the concern of
complaint: _____

If applicable, is the fair housing logo displayed in program materials? N/A YES NO

EMPLOYEE RELATIONS

Does the agency have an employment application? ☒ YES NO

Does the organization have written employment and personnel policies for review? ☒ YES
NO

Does the organization have policies/procedures to address personnel complaints? ☒ YES NO

Are EEO Posters utilized? YES ☒ NO

RECORDKEEPING AND DOCUMENTATION

An agreement between the City and a subgrantee/subrecipient must specify that records/documents be maintained including:

Description of activities to be taken;

Information indicating that a National Objectives is being met by the activities conducted;

Eligibility information demonstrating eligibility of activities;

Documents on use of CDBG funds for acquisition/improvement/use/disposition of property

Documents showing compliance with fair housing, affirmative action; equal opportunity requirements;

Financial records;

Other records (per Subpart K; 24 CFR 570): labor, environmental standards; National Flood Insurance; displacement/relocation/acquisition/replacement of housing; employment/contracting opportunities; lead-based paint; debarred contractors; cost principles, conflict of interest.

Is the agency capable of maintaining applicable records? ☒ YES ☐ NO

Will records be maintained for five years after termination of activities funded under this agreement? ☒ YES ☐ NO

FINANCIAL INFORMATION:

Does sub-grantee have a current audit including a management letter available for review?

☒ YES ☐ NO

If not,

explain: _____

Are there any outstanding audit issues? YES ☒ NO

If yes, explain and describe how issues will be resolved _____

Does the agency have written procedures for approving and recording transactions? ☒ YES ☐ NO

Is there a separation of financial functions (approving purchases, recording transactions, etc.)? ☒ YES ☐ NO

Does the agency have the components of a financial management system including a chart of accounts, general ledgers, reconciliation, etc.? ☒ YES ☐ NO

Is the agency aware that draws against a grant are only available on a reimbursement basis, for eligible expenses agreed upon in the program budget, and supported by adequate documentation submitted to the City (time sheets if salary; invoices if supply or equipment purchased, etc.)? ☒ YES ☐ NO

Will the project produce program income? YES ☒ NO

The answer to this question will not automatically qualify or disqualify the activity. If income will be produced as a result of the activity, follow-up discussion may be necessary to clarify expectations and requirements of both parties.

If any portion of a salary will be paid with CDBG funding, is the agency capable of maintaining adequate timesheets, also documenting time spent on activities other than the CDBG-funded activity? ☒ N/A YES ☐ NO

PROCUREMENT INFORMATION

Will any of the work done under this program be contracted out? YES X NO
Will price/rate quotations be obtained from an adequate number of qualified sources? X YES
NO
Will purchases over \$25,000 be put out to formal bid? X YES NO
If applicable, will the agency utilize the Department of Labor's list of Disadvantaged
Enterprises?
X YES NO

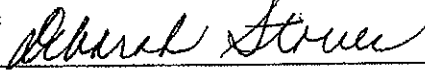
ORGANIZATION INFORMATION:

Identify employees working on this activity: **Deborah Stover**

Will time logs be maintained? X YES NO
Are employees' taxes withheld on paychecks? YES X NO **Eve's House uses a volunteer
staff base.**
Will any board members / employees or their immediate families be assisted under the
proposed activity? YES X NO

*This application/questionnaire is intended as a means to identify qualified organizations, and in no way
promises funding from any source. By signing below, the organization attests that all information
contained herein is accurate, and that if granted funds, the organization will comply with all applicable
regulations. Additionally, the organization understands that if information in this application is later found
to be inaccurate or if the organization in any way fails to comply with CDBG requirements, the
organization may be required to repay grant funds to the city's CDBG program.*

Signature of Authorize
Representative





City of Hattiesburg, MS

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

Master

File Number: 2012-0802

File ID: 2012-0802

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 05/09/2012

Brief Title: Re-appointment of Andrew Moore to the Housing Authority

Final Action:

Minute Book Number: MB 2012-1/155

Title:

Ratify and confirm the Mayor's re-appointment of Andrew Moore (W3) to the Housing Authority Board for a five-year term beginning 5/19/12 and ending 5/18/2017.

Notes:

Sponsors:

Enactment Date:

Attachments: Andrew Moore- Data Sheet

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Ratify and confirm the Mayor's re-appointment of Andrew Moore (W3) to the Housing Authority Board for a five-year term beginning 5/19/12 and ending 5/18/2017.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0802

Title

Ratify and confirm the Mayor's re-appointment of Andrew Moore (W3) to the Housing Authority Board for a five-year term beginning 5/19/12 and ending 5/18/2017.

Summary

Re-appointment of Andrew Moore to the Housing Authority

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Housing Authority Board

TERM OF OFFICE: 5 years PERIOD: 5/19/12 to 5/18/17

REPLACES: Re-appointment

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES _____ NO X

NAME OF PROPOSED APPOINTEE: Andrew Moore

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 705 Sioux Lane

HOME PHONE NUMBER: (601)606-1182 WARD: 3

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor Johnny DuPree DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2012-0803

File ID: 2012-0803

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/09/2012

Brief Title: Approval of annual contribution to the Hattiesburg
Downtown Association

Final Action:

Minute Book Number: MB 2012-1/156

Title:

Acknowledge approval of House Bill 493, 2012 Regular Session, authorizing the governing authorities of the City of Hattiesburg to contribute funds to the Hattiesburg Downtown Association, Inc., a sum of money not to exceed Thirty Thousand Dollars (\$30,000.00) during the calendar years 2012, 2013, 2014 and 2015.

Notes:

Sponsors:

Enactment Date:

Attachments: HB 493 - Hattiesburg Downtown Association

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012					

Text of Legislative File 2012-0803

Title

Acknowledge approval of House Bill 493, 2012 Regular Session, authorizing the governing authorities of the City of Hattiesburg to contribute funds to the Hattiesburg Downtown Association, Inc., a sum of money not to exceed Thirty Thousand Dollars (\$30,000.00) during the calendar years 2012, 2013, 2014 and 2015.

Summary

Annual contribution to the Hattiesburg Downtown Association

Budget Information

Expenditure Type

Purchasing Item

Publication Information

By: Representatives Barker, Lott, Watson

To: Local and Private
Legislation

HOUSE BILL NO. 493

1 AN ACT TO AUTHORIZE THE GOVERNING AUTHORITIES OF THE CITY OF
2 HATTIESBURG TO CONTRIBUTE FUNDS THROUGH CALENDAR YEAR 2015 TO THE
3 HATTIESBURG DOWNTOWN ASSOCIATION, INCORPORATED, FOR THE PURPOSE OF
4 REVITALIZING DOWNTOWN HATTIESBURG; AND FOR RELATED PURPOSES.

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

6 SECTION 1. The governing authorities of the City of
7 Hattiesburg, in its discretion, may contribute annually up to
8 Thirty Thousand Dollars (\$30,000.00) through calendar year 2015,
9 out of any available funds of the city, to the Hattiesburg
10 Downtown Association, Incorporated, for the purpose of promoting
11 the growth, prosperity, development and revitalization of downtown
12 Hattiesburg.

13 SECTION 2. This act shall take effect and be in force from
14 and after its passage.



Mississippi Legislature 2012 Regular Session

House Bill 493

[House Calendar](#) | [Senate Calendar](#) | [Main Menu](#)
[Additional Information](#)

Bill Text for All Versions **Explanation**

 |  *Approved by the Governor*
 |  *As Passed the House*
 |  *As Introduced*

Description: City of Hattiesburg; authorize contribution to Hattiesburg Downtown Association, Inc.

Background Information:

Disposition: Law

Deadline: None

Revenue: No

Vote type required: Two/Thirds

Effective date: Passage

History of Actions:

- 1 02/13 (H) Referred To Local and Private Legislation
- 2 02/23 (H) Title Suff Do Pass
- 3 03/26 (H) Passed *{Vote}*
- 4 03/27 (H) Transmitted To Senate
- 5 04/02 (S) Referred To Local and Private
- 6 04/19 (S) Title Suff Do Pass
- 7 04/23 (S) Passed *{Vote}*
- 8 04/24 (S) Transmitted To House
- 9 04/25 (H) Enrolled Bill Signed
- 10 04/25 (S) Enrolled Bill Signed
- 11 05/01 Approved by Governor

----- Additional Information -----

House Committee: Local and Private Legislation

Senate Committee: Local and Private

Principal Author: Barker

Additional Authors: Lott, Watson

Title: AN ACT TO AUTHORIZE THE GOVERNING AUTHORITIES OF THE CITY OF HATTIESBURG TO CONTRIBUTE FUNDS THROUGH CALENDAR YEAR 2015 TO THE HATTIESBURG DOWNTOWN ASSOCIATION, INCORPORATED, FOR THE PURPOSE OF REVITALIZING DOWNTOWN HATTIESBURG; AND FOR RELATED PURPOSES.

Information pertaining to this measure was last updated on 05/01/2012 at 17:33

End Of Document



City of Hattiesburg, MS

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

Master

File Number: 2012-0766

File ID: 2012-0766

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/27/2012

Brief Title: Annual audit of the The Emergency Management District

Final Action:

Minute Book Number: MB 2012-1/156

Title:

Acknowledge receipt of the audit of The Emergency Management District for the fiscal year ending September 30, 2011, from Wright CPA Group, PLLC (on file in the City Clerk's office).

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012					

Text of Legislative File 2012-0766

Title

Acknowledge receipt of the audit of The Emergency Management District for the fiscal year ending September 30, 2011, from Wright CPA Group, PLLC (on file in the City Clerk's office).

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2012-0767

File ID: 2012-0767

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/27/2012

Brief Title: Annual audit for the Library fiscal year ending 9/30/11.

Final Action:

Minute Book Number: MB 2012-1/156

Title:

Acknowledge receipt of audit for the Library of Hattiesburg, Petal and Forrest County, for the fiscal year ending September 30, 2011 from Herzog CPA Company, PLLC (on file in the City Clerk's Office).

Notes:

Sponsors:

Enactment Date:

Attachments: Library audit

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012					

Text of Legislative File 2012-0767

Title

Acknowledge receipt of audit for the Library of Hattiesburg, Petal and Forrest County, for the fiscal year ending September 30, 2011 from Herzog CPA Company, PLLC (on file in the City Clerk's Office).

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2012-0767

File ID: 2012-0767	Type: Regular Agenda Item	Status: Draft
Version: 1	Reference:	In Control: City Council
Requester: Eddie Myers		File Created: 04/27/2012
Brief Title: Annual audit for the Library fiscal year ending 9/30/11.		Final Action:

Title:

Acknowledge receipt of audit for the Library of Hattiesburg, Petal and Forrest County, for the fiscal year ending September 30, 2011 from Herzog CPA Company, PLLC (on file in the City Clerk's Office).

Notes:

Code Sections:

Agenda Date: 05/15/2012

Sponsors:

Agenda Number:

Attachments:

Enactment Date:

Contact:

Enactment Number:

Drafter: Marilyn Schwandt

Meeting Date: 05/15/2012

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 2012-0767

Title

Acknowledge receipt of audit for the Library of Hattiesburg, Petal and Forrest County, for the fiscal year ending September 30, 2011 from Herzog CPA Company, PLLC (on file in the City Clerk's Office).

Summary

Budget Information



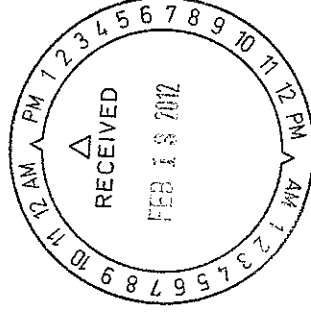
HATTIESBURG • PETAL • FORREST COUNTY

MEMO

TO: City of Hattiesburg
SUBJECT: Library of Hattiesburg Petal & Forrest County
Audit of Financial Statements for Fiscal Year 2010/2011
DATE: February 9, 2012

Please find enclosed a copy of the audit of financial statements of The Library of Hattiesburg Petal and Forrest County as of September 30, 2011. This audit was presented with no findings to the Board of Trustees on January 30, 2012.

Thank you.



**Library of Hattiesburg, Petal, and Forrest County
Financial Report
With Additional Information
September 30, 2011**

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY

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HERZOG CPA COMPANY, PLLC

Angela T. Herzog, CPA

12 98 Place Boulevard • P.O. BOX 17986 • Hattiesburg, Mississippi 39404

Phone 601-271-8860 • Fax 601-271-8921

INDEPENDENT AUDITOR'S REPORT

January 23, 2012

Members of the Library Board
The Library of Hattiesburg, Petal, and Forrest County
Hattiesburg, Mississippi

We have audited the accompanying basic financial statements of The Library of Hattiesburg, Petal, and Forrest County as of September 30, 2011 and for the year then ended, as listed in the table of contents. These financial statements are the responsibility of The Library of Hattiesburg, Petal and Forrest County's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of The Library of Hattiesburg, Petal and Forrest County as of September 30, 2011 and the changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in note 2, the Library of Hattiesburg, Petal, and Forrest County adopted provisions of Governmental Accounting Standards Board Statement No. 54 Fund Balance Reporting and Governmental Fund Type Definitions.

Our audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The required supplemental information listed in the financial section of the table of contents is presented for the purpose of additional analysis and is not a required part of the basic financial statements of The Library of Hattiesburg, Petal, and Forrest County. This information has been subjected to the procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

In accordance with *Governmental Auditing Standards*, we have also issued our report dated January 23, 2012, on our consideration of The Library of Hattiesburg, Petal, and Forrest County's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

The Library of Hattiesburg, Petal and Forrest County has not presented Management's Discussion and Analysis that are not a required part of the basic financial statements but are supplementary information required by the Governmental Accounting Standards Board.

Herzog CPA Company, PLLC

HERZOG CPA COMPANY, PLLC

THE LIBRARY OF HATTIESBURG, PETAL,
AND FORREST COUNTY
FINANCIAL STATEMENTS

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Statement of Net Assets
September 30, 2011

Assets	
Cash and cash equivalents	\$ 1,944,615
Property tax receivables	58,610
Prepaid assets	38,355
Fixed assets, net of accumulated depreciation	<u>1,099,691</u>
Total assets	<u>\$ 3,141,271</u>
Liabilities	
Accounts payable and accrued liabilities	\$ 25,545
Long-term liabilities	
Accrued compensated absences	<u>53,790</u>
Total liabilities	<u>79,335</u>
Net Assets	
Invested in capital assets, net of related debt	1,099,691
Restricted for unemployment insurance	5,000
Unrestricted	<u>1,957,245</u>
Total net assets	<u>\$ 3,061,936</u>

See accompanying notes and accountant's report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Statement of Activities
For the Year Ended September 30, 2011

Revenue	
Property taxes	\$ 1,596,179
Intergovernmental	239,216
Interest on investments	14,263
Contributions and donations	5,249
Library fines and fees	98,198
Other miscellaneous	12,939
Total Revenue	<u>1,966,044</u>
Expenses	
Salaries and fringe benefits	1,035,404
Supplies	57,003
Professional and contractual services	25,431
Conferences, workshops, and travel	17,541
Insurance and bonds	44,133
Utilities	127,483
Repair and maintenance	255,818
Depreciation	425,791
Total Expenses	<u>1,988,604</u>
Change in Net Assets	(22,560)
Net Assets – Beginning of year	3,084,496
Net Assets – End of year	<u><u>\$ 3,061,936</u></u>

See accompanying notes and accountant's report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Statement of Activities
For the Year Ended September 30, 2011

Function/Program	<u>Program Revenue</u>			Net (Expense) Revenue and Changes in Net Assets -
	<u>Expenses</u>	<u>Charges for Services</u>	<u>Operating Grants</u>	
Governmental activities - Library services/operations	\$ 1,988,604	\$ 98,198	\$ -	\$ (1,890,406)
General Revenue				
Property taxes				1,596,179
Intergovernmental				239,216
Interest on investments				14,263
Contributions and donations				5,249
Other miscellaneous				<u>12,939</u>
Total general revenue				<u>1,867,846</u>
Change in Net Assets				(22,560)
Net Assets – Beginning of year				3,084,496
Net Assets – End of year				<u>\$ 3,061,936</u>

See accompanying notes and accountant's report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Balance Sheet
September 30, 2011

Assets	
Cash and cash equivalents	\$ 1,944,615
Receivables	58,610
Prepaid assets	38,355
Total Assets	<u>\$ 2,041,580</u>
Liabilities and Fund Balance	
Liabilities	
Accounts payable and accrued liabilities	<u>\$ 25,545</u>
Fund Balance	
Nonspendable:	
Prepaid assets	38,355
Restricted for:	
Culture and recreation	5,000
Unassigned	1,972,680
Total fund balance	<u>2,016,035</u>
Total liabilities and fund balance	<u>\$ 2,041,580</u>
Total Fund Balance-Modified Accrual Basis	\$ 2,016,035
Amounts reported in the statement of net assets are different because:	
Capital assets are not financial resources, and are not reported in the funds	1,099,691
Compensated absences are included as a liability	<u>(53,790)</u>
Net Assets of general Fund-Full Accrual Basis	<u>\$ 3,061,936</u>

See accompanying notes and accountant's report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Statement of Revenue, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2011

Revenue	
Property taxes	\$ 1,596,179
Intergovernmental	239,216
Interest on investments	14,263
Contributions and donations	5,249
Library fines and fees	98,198
Other miscellaneous	12,939
Total Revenue	<u>1,966,044</u>
Expenditures	
Salaries and fringe benefits	1,037,919
Supplies	57,003
Library books and materials	275,511
Professional and contractual services	25,431
Conferences, workshops, and travel	17,541
Insurance and bonds	44,133
Utilities	127,483
Repair and maintenance	255,818
Total Expenditures	<u>1,840,839</u>
Excess of Revenue Over (Under) Expenditures	125,205
Fund Balance - Beginning of year	<u>1,890,830</u>
Fund Balance - End of year	\$ <u><u>2,016,035</u></u>

See accompanying notes and accountant's report.

For the Year Ended September 30, 2011

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2011

Note 1 – Nature of Organization and Summary of Significant Accounting Policies

The Library of Hattiesburg, Petal, and Forrest County (The Library), is a City/County Library which provides library services to the citizens of the City of Hattiesburg, the City of Petal, and Forrest County. The Library is completely dependent upon these municipalities and the County as they jointly provide The Library's operating funds (property taxes), facilities, land, equipment, furniture and fixtures. However, the Library is not a component unit of any of the participating governments.

The accounting policies of The Library of Hattiesburg, Petal, and Forrest County (the "Library") conform to accounting principles generally accepted in the United States of America as applicable to governmental units. The following is a summary of the significant accounting policies:

In June 1999, the GASB issued Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*. Certain of the significant changes in the Statement include the following:

- A Management's Discussion and Analysis (MD&A) section providing an analysis of the Library's overall financial position and results of operations
- Financial statements prepared using full accrual accounting for all of the Library's activities
- A change in the fund financial statements to focus on the major funds

These and other changes are reflected in the accompanying financial statements including notes to financial statements.

Reporting Entity

The Library was established as a special-purpose government under Mississippi Code Sections 39-3-1. It is a jointly governed entity (joint venture), as allowed by Mississippi Code Section 39-3-9, governed by the City of Hattiesburg, the City of Petal, and Forrest County. The Library's board of trustees is appointed by the City of Hattiesburg (6), the City of Petal (3), and Forrest County (6). The Library is not a taxable entity and does not file an income tax return.

The Library is primarily funded through a tax levy, fines and fees, and charitable donations. Revenue is used to operate and staff the Library. The accompanying general purpose financial statements have been prepared in accordance with criteria established by the Governmental Accounting Standards Board for determining the various governmental organizations to be included in the reporting entity. Based on the significance of any operational or financial relationships with the Library, there are no component units to be included in these financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The Library's basic financial statements include both government-wide (reporting the Library as a whole) and fund financial statements (reporting the Library's major funds).

Government-wide Financial Statements

The government-wide financial statements (i.e., the statement of net assets and the statement of activities) are reported using the economic resources measurement focus and the accrual basis of accounting. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2011

Note 1 – Nature of Organization and Summary of Significant Accounting Policies (continued)

The statement of net assets includes and recognizes all long-term assets and receivables as well as long-term debt and obligations. The Library's net assets are reported in three parts – invested in capital assets, net of related debt; restricted net assets; and unrestricted net assets.

The statement of activities demonstrates the degree to which the direct expense of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenue includes (1) charges to library patrons who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meet the operational or capital requirements of a particular function or segment. Taxes and other items are not properly included among program revenues, and are reported instead as general revenue.

Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenue is recognized as soon as it is both measurable and available. Revenue is considered to be available if it is collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Library considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

All other revenue items are considered to be available only when cash is received by the Library.

The Library reports the following major governmental fund:

The General Fund is the Library's primary operating fund. It accounts for all financial resources of the Library, except those required to be accounted for in another fund.

Financial Statement Amounts

Bank Deposits and Investments – The Library has defined cash and cash equivalents to include cash on hand, demand deposits, and short-term investments with a maturity of three months or less when acquired.

Property Taxes Receivable – Property taxes receivable represents property taxes already levied and collected by members of the joint venture, or to be collected and remitted within 60 days after the balance sheet date.

Capital Assets – Capital assets are defined by the Library as assets with an initial cost of more than \$500 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost. Donated assets are recorded at estimated fair market value at the date of donation. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

Furniture and equipment	5 years
Library books and materials	5 years
Leasehold Improvements	10 years

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2011

Note 1 – Nature of Organization and Summary of Significant Accounting Policies (continued)

Compensated Absences (Vacation and Sick Leave) – It is the Library's policy to permit employees to accumulate earned but unused sick and vacation pay benefits. There is no liability for unpaid accumulated sick leave since the Library does not have a policy to pay any amounts when employees separate from service with the Library. All vacation pay is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in the governmental fund- General Fund.

Fund Equity – In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. These amounts include fund balance designated for unemployment insurance by the board. Designation of fund balance represents tentative management plans that are subject to change.

Note 2 – Change in Accounting Standard

For the fiscal year ended September 30, 2011, the Library implemented Governmental Accounting Standards Board (GASB) Statement No. 54 Fund Balance Reporting and Governmental Fund Type Definitions. This statement enhances the usefulness of balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. The fund balance amounts for governmental funds have been reclassified in accordance with GASB Statement Number 54. As a result, amounts previously reported as reserved and unreserved are now reported as nonspendable, restricted, committed, assigned, or unassigned.

Note 3 – Deposits and Investments

In accordance with state statutes, the Library maintains deposits within approved limits at those depositories authorized by the board of trustees. State statutes require that all of the Library's deposits be protected by insurance or collateral. The market value of the collateral pledged must equal 105 percent of the deposits not covered by insurance. The Library's deposits were fully collateralized as of September 30, 2011.

Note 4 – General Fixed Assets

A summary of changes in general fixed assets is as follows:

	Balance Beginning of Year	Additions	Deletions	Balance End of Year
Furniture and equipment	\$ 1,058,248	\$ -	\$ (8,025)	\$ 1,050,223
Library books and materials	3,175,851	275,511	-	3,451,362
Leasehold Improvements	894,995	-	-	894,995
Total	5,129,094	275,511	(8,025)	5,396,580
Accumulated depreciation	(3,879,123)	(425,791)	8,025	(4,296,889)
Net book value	\$ 1,249,971	\$ (150,280)	\$ -	\$ 1,099,691

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2011

Note 5 – Long-term debt

Outstanding Debt

A summary of the debt outstanding of the Library at September 30, 2011, is as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Other long-term liabilities				
Compensated absences	\$ 56,305	\$ -	\$ 2,515	\$ 53,790

The compensated absences represent the estimated liability to be paid to employees under the Library's vacation pay policy. Under the Library's policy, employees earn vacation time based on time of service with the Library.

Note 6 – Pension Plan

Plan Description

The Library contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing, multiple-employer defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and may be amended only by the State of Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That information may be obtained by writing to Public Employee Retirement System, PERS Building, 429 Mississippi Street, Jackson, Mississippi 39201-1005, or by calling (601) 359-3589 or 1-800-444-PERS.

Funding Policy

PERS members are required to contribute 9% percent of their annual covered salary and the Library is required to contribute at an actuarially determined rate. The rate was 12.00 percent of annual covered payroll. The contribution requirements of PERS members are established and may be amended only by the State of Mississippi Legislature. The Library's contributions to PERS for the years ended September 30, 2011, 2010, and 2009 were \$158,058, \$148,916 and \$138,910, (employee and employer share), respectively, which equals the required contributions for each year.

Note 7 – Risk Management

The Library is exposed to various risks of loss from torts; theft of, damage to, and destruction of assets; business interruption; errors and omissions; employee injuries and illnesses; and natural disasters. Commercial insurance coverage is purchased for claims arising from such matters. Settled claims have not exceeded this commercial coverage in any of the three preceding years.

The Library is exposed to risk of loss related to unemployment benefits paid to its employees. The Library pays premiums to a public entity risk pool (Mississippi Employment Security Commission Trust Fund) for future unemployment claims. The participation agreement provides that the pool will be self-sustaining through member premiums, and the risk of loss is shared among participating members. The Library's contribution rate to the pool has been set at the lowest rate during the last three years due to their low unemployment rate. Settled claims have not exceeded required contributions in any of the three preceding years.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2011

Note 8 – Grants Received from Mississippi Library Commission

The following grants were received from the Mississippi Library Commission and included in intergovernmental revenue for the year ended September 30, 2011:

Program	Contract Number	Amount
Focused Technology	FFT 11-43-0	\$ 3,000
Public Library Programming	FPL 11-43-0	7,798
Skills Development	FSD 11-43-0	3,500
Focused Development	FFD 11-43-0	3,000
Total Federal		<u>17,298</u>
Life Insurance	SLG 11-43-0	1,516
Health Insurance	SHG 11-43-0	97,867
Personnel Incentive	SPG 11-43-0	122,535
Total State		<u>221,918</u>
Grand Total		<u>\$ 239,216</u>

SUPPLEMENTAL INFORMATION

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Budgetary Comparison Schedule - General Fund
For the Year Ended September 30, 2011

	Originally Adopted Budget	Final Amended Budget	Actual Balances	Variance Favorable (Unfavorable)
Revenue				
Property taxes	\$ 1,610,980	\$ 1,610,980	\$ 1,595,889	\$ (15,091)
Intergovernmental	260,048	260,048	251,129	(8,919)
Interest on investments	14,225	14,225	14,263	38
Contributions and donations	-	-	5,249	5,249
Library fines and fees	60,735	60,735	98,198	37,463
Other miscellaneous	46,427	46,427	1,025	(45,402)
Total Revenue	<u>1,992,415</u>	<u>1,992,415</u>	<u>1,965,753</u>	<u>(26,662)</u>
Expenditures				
Salaries and fringe benefits	1,141,040	1,141,040	1,037,918	103,122
Supplies	61,875	61,875	52,373	9,502
Library books and materials	300,000	300,000	275,511	24,489
Professional and contractual services	25,450	25,450	24,175	1,275
Conferences, workshops, and travel	12,250	12,250	18,338	(6,088)
Insurance and bonds	44,995	44,995	44,197	798
Utilities	157,350	157,350	125,923	31,427
Repair and maintenance	175,850	175,850	267,920	(92,070)
Capital outlay	73,605	73,605	-	73,605
Total Expenditures	<u>1,992,415</u>	<u>1,992,415</u>	<u>1,846,355</u>	<u>146,060</u>
Excess of Revenue Over (Under) Expenditures	-	-	119,398	119,398
Fund Balance - Beginning of year	<u>1,920,601</u>	<u>1,920,601</u>	<u>2,366,753</u>	<u>446,152</u>
Fund Balance - End of year	<u>\$ 1,920,601</u>	<u>\$ 1,920,601</u>	<u>\$ 2,486,151</u>	<u>\$ 565,550</u>

See accompanying notes and accountant's report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to the Required Supplementary Information
For the Year Ended September 30, 2011

Notes to the Required Supplementary Information

A. Budgetary Information.

The Library's budget is prepared principally on the cash basis of accounting. All appropriations lapse at year end, and there are no encumbrances to budget because state law does not require that funds be available when goods or services are ordered, only when payment is made.

B. Basis of Presentation.

The Budgetary Comparison Schedule – Budget and Actual (Non-GAAP Basis) presents the original legally adopted budget; the final legally adopted budget, actual amounts on a budgetary (Non-GAAP) basis, and variances between the final budget and the actual amounts. The schedule is presented for the General Fund.

C. Budget/GAAP Reconciliation.

The major differences between the budgetary basis and the GAAP basis are:

1. Revenues are recorded when received in cash (budgetary) as opposed to when susceptible to accrual (GAAP).
2. Expenditures are recorded when paid in cash (budgetary) as opposed to when susceptible to accrual (GAAP).

The following schedule reconciles the budgetary basis schedules to the GAAP basis financial statements for the General Fund:

	Governmental General Fund
Budget (Cash Basis)	\$ 119,398
Increase (Decrease)	
Net adjustments for revenue accrual	289
Net adjustments for expenditure accruals	<u>(142,247)</u>
GAAP Basis	<u>\$ (22,560)</u>

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Angela T. Herzog, CPA

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF THE FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

January 23, 2012

Members of the Library Board
The Library of Hattiesburg, Petal, and Forrest County
Hattiesburg, Mississippi

We have audited the financial statements of The Library of Hattiesburg, Petal, and Forrest County as of and for the year ended September 30, 2011, as listed in the table of contents, and have issued our report thereon dated January 23, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered The Library of Hattiesburg, Petal, and Forrest County's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of The Library of Hattiesburg, Petal, and Forrest County's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of The Library of Hattiesburg, Petal, and Forrest County's internal control over financial reporting.

A deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a significant deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in the internal control that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether The Library of Hattiesburg, Petal, and Forrest County's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests did not disclose any instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the board of trustees and the Mississippi Library Commission and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

Herzog CPA Company, PLLC
HERZOG CPA COMPANY, PLLC



City of Hattiesburg, MS

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

Master

File Number: 2012-0774

File ID: 2012-0774

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/04/2012

Brief Title: Acknowledge bids received for Highway 98 Booster Station, accept bid from Greenbriar Digging Service LP.

Final Action:

Minute Book Number: MB 2012-1/156

Title:

Acknowledge bids received May 3, 2012 for the Highway 98 Booster Station, and accept the bid from Greenbriar Digging Service LP as being the lowest and best bid received; Authorize Mayor to execute contract for same.

Notes: 094695.7245.03

Sponsors:

Enactment Date:

Attachments: Certified Bid Tab

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012					

Text of Legislative File 2012-0774

Title

Acknowledge bids received May 3, 2012 for the Highway 98 Booster Station, and accept the bid from Greenbriar Digging Service LP as being the lowest and best bid received; Authorize Mayor to execute contract for same.

Summary

Acknowledge bids received May 3, 2012 for the Highway 98 Booster Station, and accept the bid from Greenbriar Digging Service LP as being the lowest and best bid received; Authorize Mayor to execute contract for same.

Budget Information

094695.7245.03 \$390,080.00

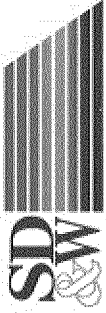
Expenditure Type

Regular Budget Item

Purchasing Item

Sealed Bid

Publication Information



SHOWS, DEARMAN & WAITS, INC.

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KYLE D. WALLACE, P.E.
SHEA E. MCNEASE, P.E.
JOHN T. WEEKS, P.E.
BENNIE J. SELLERS, P.E., R.L.S.
PAUL J. SHOWS (1996)

May 3, 2012

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

Attn: Bert Kuyrkendall

Re: Highway 98 West Booster Station
City of Hattiesburg

Bert:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on May 3, 2012 for the above referenced project.

I recommend award to the lowest bidder, Greenbriar Digging Service LP from Hattiesburg, MS, in the amount of Three Hundred Ninety Thousand Eighty Dollars and No Cents (\$390,080.00).

Enclosed are a copy of the bid from Greenbriar and the original bids from all other bidders.

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'K. Wallace', written over a horizontal line.

Kyle D. Wallace, P.E.
Project Engineer

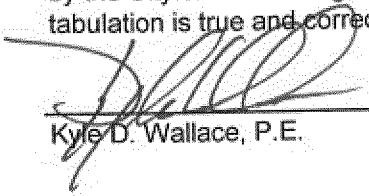
/nd

Enclosure(s)

BID TAB Project: Highway 98 West Booster Station City of Hattiesburg Project No. 1273-W002				May 3, 2012		Greenbriar Digging Service LP 1941 Hwy 550 NW Brookhaven, MS 39601		PierCon, Inc. 23 Liberty Place Hattiesburg, MS 39402		Hemphill Const. Co., Inc. PO Drawer 879 Florence, MS 39073	
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Ductile Iron Water Line, Class 350	60	L.F.	\$115.00	\$6,900.00	\$165.00	\$9,900.00	\$100.00	\$6,000.00		
2	Fence with Gates	161	L.F.	\$50.00	\$8,050.00	\$32.00	\$5,152.00	\$40.00	\$6,440.00		
3	Site Work	1	L.S.	\$16,000.00	\$16,000.00	\$30,000.00	\$30,000.00	\$90,000.00	\$90,000.00		
4	Erosion Control	1	L.S.	\$6,500.00	\$6,500.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00		
5	Block Building with Appurtenances	1	L.S.	\$105,630.00	\$105,630.00	\$165,000.00	\$165,000.00	\$103,700.00	\$103,700.00		
6	Suction Pumps	2	EACH	\$22,000.00	\$44,000.00	\$21,000.00	\$42,000.00	\$20,000.00	\$40,000.00		
7	Controls	1	L.S.	\$106,000.00	\$106,000.00	\$100,000.00	\$100,000.00	\$131,100.00	\$131,100.00		
8	Piping	1	L.S.	\$30,000.00	\$30,000.00	\$24,000.00	\$24,000.00	\$35,000.00	\$35,000.00		
9	Generator	1	L.S.	\$56,000.00	\$56,000.00	\$60,450.00	\$60,450.00	\$45,000.00	\$45,000.00		
10	Chlorinator	1	L.S.	\$11,000.00	\$11,000.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00		
Total Bid:					\$390,080.00		\$452,502.00		\$477,240.00		

				H&M Const. Co., LLC PO Box 451 Pennington, AL 36916		Fairley Const. Services, Inc. 828 Hwy 11 Petal, MS 39465	
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Ductile Iron Water Line, Class 350	60	L.F.	\$252.00	\$15,120.00	\$240.00	\$14,400.00
2	Fence with Gates	161	L.F.	\$41.00	\$6,601.00	\$33.85	\$5,449.85
3	Site Work	1	L.S.	\$68,000.00	\$68,000.00	\$51,350.00	\$51,350.00
4	Erosion Control	1	L.S.	\$3,000.00	\$3,000.00	\$9,000.00	\$9,000.00
5	Block Building with Appurtenances	1	L.S.	\$210,000.00	\$210,000.00	\$342,850.00	\$342,850.00
6	Suction Pumps	2	EACH	\$18,450.00	\$36,900.00	\$21,032.50	\$42,065.00
7	Controls	1	L.S.	\$88,246.00	\$88,246.00	\$6,800.00	\$6,800.00
8	Piping	1	L.S.	\$23,618.00	\$23,618.00	\$38,000.00	\$38,000.00
9	Generator	1	L.S.	\$56,370.00	\$56,370.00	\$52,300.00	\$52,300.00
10	Chlorinator	1	L.S.	\$9,000.00	\$9,000.00	\$15,145.00	\$15,145.00
Total Bid:					\$516,855.00		\$577,359.85

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on May 3, 2012 at 10:00 a.m., and that said tabulation is true and correct to the best of my belief.


Kyle D. Wallace, P.E.



City of Hattiesburg, MS

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

Master

File Number: 2012-0779

File ID: 2012-0779

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: Acknowledge bids received for Airport Drainage Improvements Project, accept bid from Fairley Construction Services, Inc.

Final Action:

Minute Book Number: 2012-1/156

Title:

Acknowledge bids received April 26, 2012 for Runway 31 Drainage Improvements (AIP No. 3-28-0031-0019-2012), and accept the bid from Fairley Construction Services, Inc. as being the lowest and best bid received; Authorize Mayor to execute contract for same.

Notes: 039551.7295.02

Sponsors:

Enactment Date:

Attachments: Certified Bid Tab

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012					

Text of Legislative File 2012-0779

Title

Acknowledge bids received April 26, 2012 for Runway 31 Drainage Improvements (AIP No. 3-28-0031-0019-2012), and accept the bid from Fairley Construction Services, Inc. as being the lowest and best bid received; Authorize Mayor to execute contract for same.

Summary

Acknowledge bids received April 26, 2012 for Runway 31 Drainage Improvements (AIP No. 3-28-0031-0019-2012), and accept the bid from Fairley Construction Services, Inc. as being the lowest and best bid received; Authorize Mayor to execute contract for same.

Budget Information

039551.7295.02 \$745,513.24

Expenditure Type

Regular Budget Item

Purchasing Item

Sealed Bid

Publication Information



Design & Management Professionals

Aviation • Civil Engineering • Education & Development

May 7, 2012

Mr. Bert Kuyrkendall
Director of Engineering
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Bobby L. Chain Municipal Airport
Runway 31 Drainage Improvements

Dear Mr. Kuyrkendall,

After reviewing the Bid Documents and finding them to be in compliance, we recommend awarding the Hattiesburg Bobby L. Chain Municipal Airport Runway 31 Drainage Improvements to Fairley Construction Services, Inc. located at 828 Highway 11 Petal, MS 39465. The award is to be for the Base Bid in the amount of \$745,513.24.

Please contact us if you require additional information.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sandra Davis".

Sandra Davis, PE
ARE Consultants, Inc.

Attachment: Bid Tabulation

800 Spring Street, Suite 214 • Shreveport, LA 71101
Post Office 38252 (71133-8252)
Telephone 318-222-8252 • Facsimile 318-222-8251

Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage Improvements & Safety Area Improvements (Fairley Construction Services, Inc.)
AIP No. 3-28-0031-0019-2012 Bid Tabulation (4/26/2012)

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Fairley Construction Services, Inc.	
				Unit Price	Total	Unit Price	Total
P-151	Clearing & Demolition	Lump Sum	1	\$18,000.00	\$18,000.00	\$24,552.25	\$24,552.25
P-152.4.1	Unclassified Excavation	C.Y.	9,044	\$4.00	\$36,176.00	\$4.00	\$36,176.00
P-152.4.2	Embankment In Place	C.Y.	5,970	\$3.00	\$17,910.00	\$14.25	\$85,072.50
P-208	Aggregate Base Course	C.Y.	517	\$50.00	\$25,850.00	\$62.50	\$32,312.50
P-209	Crushed Aggregate Base Course	C.Y.	956	\$80.00	\$76,480.00	\$68.00	\$65,008.00
P-401-8.1a	Bituminous Surface Course	Ton	1,163	\$110.00	\$127,930.00	\$95.53	\$111,101.39
P-602	Bituminous Prime Coat	Gal.	510	\$2.50	\$1,275.00	\$4.38	\$2,233.80
P-603	Bituminous Tack Coat	Gal.	1,010	\$2.50	\$2,525.00	\$3.83	\$3,868.30
P-620-5.1(A)	Runway and Taxiway Painting	S.F.	3,000	\$1.17	\$3,510.00	\$2.80	\$8,400.00
P-621	Saw-Cut Grooves	S.Y.	2,800	\$4.00	\$11,200.00	\$3.41	\$9,548.00
D-701-5.1(B)	30" Arch Pipe	L.F.	577	\$100.00	\$57,700.00	\$57.00	\$32,889.00
D-701-5.1(C)	6" Poly (Vinyl Chloride) Ribbed Drain Pipe & Fittings	L.F.	700	\$15.00	\$10,500.00	\$11.00	\$7,700.00
D-705-5.5(A)	4" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	1,250	\$15.00	\$18,750.00	\$5.70	\$7,125.00
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	2,000	\$20.00	\$40,000.00	\$6.00	\$12,000.00
D-751-5.2	Inlet	Each	2	\$5,000.00	\$10,000.00	\$5,407.00	\$10,814.00
D-752	Concrete Culverts, Headwalls, and Miscellaneous	Each	1	\$160,000.00	\$160,000.00	\$114,747.50	\$114,747.50
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	6	\$2,500.00	\$15,000.00	\$2,800.00	\$16,800.00
S001	Mobilization	Lump Sum	1	\$40,000.00	\$40,000.00	\$100,000.00	\$100,000.00
S002	Cold Planing Asphalt pavement (Milling Max 3" Depth)	S.Y.	2,500	\$3.00	\$7,500.00	\$1.42	\$3,550.00
S003	Paving Fabric	S.Y.	3,500	\$2.00	\$7,000.00	\$4.15	\$14,525.00
S005	Construction Layout	Lump Sum	1	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
S006	Rip-Rap	S.Y.	34	\$68.00	\$2,312.00	\$67.00	\$2,278.00
S007	Cellular Concrete Block Erosion Control	S.Y.	569	\$63.00	\$35,847.00	\$48.00	\$27,312.00
I-3.2	Additional Insurance Premium	Lump Sum	1	\$1,500.00	\$1,500.00	\$7,500.00	\$7,500.00
	Subtotal				\$734,965.00		\$745,513.24

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Fairley Construction Services, Inc.	
				Unit Price	Total	Unit Price	Total
P-152.4.1	Unclassified Excavation	C.Y.	21,494	\$4.00	\$85,976.00	\$3.00	\$64,482.00
P-152.4.2	Embankment In Place	C.Y.	60,935	\$6.65	\$405,217.75	\$12.70	\$773,874.50
D-701-5.1(A)	24" R.C.P	L.F.	2,202	\$90.00	\$198,180.00	\$36.27	\$79,866.54
D-751-5.2	Inlet	Each	3	\$5,000.00	\$15,000.00	\$6,527.00	\$19,581.00
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	19	\$2,500.00	\$47,500.00	\$3,000.00	\$57,000.00
S004	Adjust Height of Lights	Each	6	\$250.00	\$1,500.00	\$560.00	\$3,360.00
S006	Rip-Rap	S.Y.	25	\$68.00	\$1,700.00	\$67.00	\$1,675.00
S007	Cellular Concrete Block Erosion Control	S.Y.	1,102	\$63.00	\$69,426.00	\$48.00	\$52,896.00
	Subtotal				\$824,499.75		\$1,052,735.04

Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage Improvements & Safety Area Improvements (Fairley Construction Services, Inc.)
AIP No. 3-28-0031-0019-2012 Bid Tabulation (4/26/2012)

Bid Item Add. No.2	Description	Unit of Measure	Approximate Quantity	Engineer's Estimate		Fairley Construction Services, Inc.	
				Unit Price	Total	Unit Price	Total
P-152.4.1	Unclassified Excavation	C. Y.	8,327	\$4.00	\$33,308.00	\$4.00	\$33,308.00
P-152.4.2	Embankment In Place	C. Y.	5,401	\$3.00	\$16,203.00	\$13.00	\$70,213.00
D-701-5.1	30" Arch Pipe	L.F.	855	\$100.00	\$85,500.00	\$62.00	\$53,010.00
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	1,705	\$20.00	\$34,100.00	\$6.00	\$10,230.00
D-751-5.2	Inlet	Each	3	\$5,000.00	\$15,000.00	\$5,407.00	\$16,221.00
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	8	\$2,500.00	\$20,000.00	\$3,000.00	\$24,000.00
S006	Rip-Rap	S. Y.	25	\$68.00	\$1,700.00	\$67.00	\$1,675.00
S007	Cellular Concrete Block Erosion Control	S. Y.	853	\$63.00	\$53,739.00	\$48.00	\$40,944.00
	Subtotal				\$259,550.00		\$249,601.00
	Total				\$1,819,014.75		\$2,047,849.28

Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage Improvements & Safety Area Improvements (Dunn Roadbuilders)
AIP No. 3-28-0031-0019-2012 Bid Tabulation (4/26/2012)

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Dunn Roadbuilders	
				Unit Price	Total	Unit Price	Total
P-151	Clearing & Demolition	Lump Sum	1	\$18,000.00	\$18,000.00	\$8,000.00	\$8,000.00
P-152.4.1	Unclassified Excavation	C.Y.	9,044	\$4.00	\$36,176.00	\$3.50	\$31,654.00
P-152.4.2	Embankment In Place	C.Y.	5,970	\$3.00	\$17,910.00	\$13.00	\$77,610.00
P-208	Aggregate Base Course	C.Y.	517	\$50.00	\$25,850.00	\$70.00	\$36,190.00
P-209	Crushed Aggregate Base Course	C.Y.	956	\$80.00	\$76,480.00	\$73.00	\$69,788.00
P-401-8.1a	Bituminous Surface Course	Ton	1,163	\$110.00	\$127,930.00	\$95.00	\$110,485.00
P-602	Bituminous Prime Coat	Gal.	510	\$2.50	\$1,275.00	\$4.00	\$2,040.00
P-603	Bituminous Tack Coat	Gal.	1,010	\$2.50	\$2,525.00	\$3.00	\$3,030.00
P-620-5.1(A)	Runway and Taxiway Painting	S.F.	3,000	\$1.17	\$3,510.00	\$2.00	\$6,000.00
P-621	Saw-Cut Grooves	S.Y.	2,800	\$4.00	\$11,200.00	\$3.00	\$8,400.00
D-701-5.1(B)	30" Arch Pipe	L.F.	577	\$100.00	\$57,700.00	\$57.00	\$32,889.00
D-701-5.1(C)	6" Poly (Vinyl Chloride) Ribbed Drain Pipe & Fittings	L.F.	700	\$15.00	\$10,500.00	\$16.00	\$11,200.00
D-705-5.5(A)	4" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	1,250	\$15.00	\$18,750.00	\$15.00	\$18,750.00
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	2,000	\$20.00	\$40,000.00	\$16.00	\$32,000.00
D-751-5.2	Inlet	Each	2	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00
D-752	Concrete Culverts, Headwalls, and Miscellaneous	Each	1	\$160,000.00	\$160,000.00	\$120,000.00	\$120,000.00
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	6	\$2,500.00	\$15,000.00	\$2,000.00	\$12,000.00
S001	Mobilization	Lump Sum	1	\$40,000.00	\$40,000.00	\$182,000.00	\$182,000.00
S002	Cold Planing Asphalt pavement (Milling Max 3" Depth)	S.Y.	2,500	\$3.00	\$7,500.00	\$1.50	\$3,750.00
S003	Paving Fabric	S.Y.	3,500	\$2.00	\$7,000.00	\$1.50	\$5,250.00
S005	Construction Layout	Lump Sum	1	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
S006	Rip-Rap	S.Y.	34	\$68.00	\$2,312.00	\$41.00	\$1,394.00
S007	Cellular Concrete Block Erosion Control	S.Y.	569	\$63.00	\$35,847.00	\$91.00	\$51,779.00
I-3.2	Additional Insurance Premium	Lump Sum	1	\$1,500.00	\$1,500.00	\$1.00	\$1.00
	Subtotal				\$734,965.00		\$844,210.00

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Dunn Roadbuilders	
				Unit Price	Total	Unit Price	Total
P-152.4.1	Unclassified Excavation	C.Y.	21,494	\$4.00	\$85,976.00	\$2.50	\$53,735.00
P-152.4.2	Embankment In Place	C.Y.	60,935	\$6.65	\$405,217.75	\$10.25	\$624,583.75
D-701-5.1(A)	24" R.C.P	L.F.	2,202	\$90.00	\$198,180.00	\$45.00	\$99,090.00
D-751-5.2	Inlet	Each	3	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	19	\$2,500.00	\$47,500.00	\$1,900.00	\$36,100.00
S004	Adjust Height of Lights	Each	6	\$250.00	\$1,500.00	\$900.00	\$5,400.00
S006	Rip-Rap	S.Y.	25	\$68.00	\$1,700.00	\$41.00	\$1,025.00
S007	Cellular Concrete Block Erosion Control	S.Y.	1,102	\$63.00	\$69,426.00	\$88.00	\$96,976.00
	Subtotal				\$824,499.75		\$931,909.75

Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage Improvements & Safety Area Improvements (Dunn Roadbuilders)
AIP No. 3-28-0031-0019-2012 Bid Tabulation (4/26/2012)

Bid Item Add. No.2	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Dunn Roadbuilders	
				Unit Price	Total	Unit Price	Total
P-152.4.1	Unclassified Excavation	C. Y.	8,327	\$4.00	\$33,308.00	\$3.50	\$29,144.50
P-152.4.2	Embankment In Place	C. Y.	5,401	\$3.00	\$16,203.00	\$12.50	\$67,512.50
D-701-5.1	30" Arch Pipe	L.F.	855	\$100.00	\$85,500.00	\$57.00	\$48,735.00
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	1,705	\$20.00	\$34,100.00	\$16.00	\$27,280.00
D-751-5.2	Inlet	Each	3	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	8	\$2,500.00	\$20,000.00	\$2,000.00	\$16,000.00
S006	Rip-Rap	S. Y.	25	\$68.00	\$1,700.00	\$40.00	\$1,000.00
S007	Cellular Concrete Block Erosion Control	S. Y.	853	\$63.00	\$53,739.00	\$90.00	\$76,770.00
	Subtotal				\$259,550.00		\$281,442.00
	Total				\$1,819,014.75		\$2,057,561.75

Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage Improvements & Safety Area Improvements (John G. Walton Construction)
AIP No. 3-28-0031-0019-2012 Bid Tabulation (4/26/2012)

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		John G. Walton Construction	
				Unit Price	Total	Unit Price	Total
P-151	Clearing & Demolition	Lump Sum	1	\$18,000.00	\$18,000.00	\$83,650.00	\$83,650.00
P-152.4.1	Unclassified Excavation	C.Y.	9,044	\$4.00	\$36,176.00	\$11.01	\$99,574.44
P-152.4.2	Embankment In Place	C.Y.	5,970	\$3.00	\$17,910.00	\$16.14	\$96,355.80
P-208	Aggregate Base Course	C.Y.	517	\$50.00	\$25,850.00	\$82.97	\$42,895.49
P-209	Crushed Aggregate Base Course	C.Y.	956	\$80.00	\$76,480.00	\$79.40	\$75,906.40
P-401-8.1a	Bituminous Surface Course	Ton	1,163	\$110.00	\$127,930.00	\$97.11	\$112,938.93
P-602	Bituminous Prime Coat	Gal.	510	\$2.50	\$1,275.00	\$4.45	\$2,269.50
P-603	Bituminous Tack Coat	Gal.	1,010	\$2.50	\$2,525.00	\$3.90	\$3,939.00
P-620-5.1(A)	Runway and Taxiway Painting	S.F.	3,000	\$1.17	\$3,510.00	\$0.83	\$2,490.00
P-621	Saw-Cut Grooves	S.Y.	2,800	\$4.00	\$11,200.00	\$3.22	\$9,016.00
D-701-5.1(B)	30" Arch Pipe	L.F.	577	\$100.00	\$57,700.00	\$66.61	\$38,433.97
D-701-5.1(C)	6" Poly (Vinyl Chloride) Ribbed Drain Pipe & Fittings	L.F.	700	\$15.00	\$10,500.00	\$11.35	\$7,945.00
D-705-5.5(A)	4" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	1,250	\$15.00	\$18,750.00	\$14.98	\$18,725.00
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	2,000	\$20.00	\$40,000.00	\$16.67	\$33,340.00
D-751-5.2	Inlet	Each	2	\$5,000.00	\$10,000.00	\$6,908.44	\$13,816.88
D-752	Concrete Culverts, Headwalls, and Miscellaneous	Each	1	\$160,000.00	\$160,000.00	\$198,887.06	\$198,887.06
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	6	\$2,500.00	\$15,000.00	\$1,391.25	\$8,347.50
S001	Mobilization	Lump Sum	1	\$40,000.00	\$40,000.00	\$107,400.00	\$107,400.00
S002	Cold Planing Asphalt pavement (Milling Max 3" Depth)	S.Y.	2,500	\$3.00	\$7,500.00	\$3.73	\$9,325.00
S003	Paving Fabric	S.Y.	3,500	\$2.00	\$7,000.00	\$1.67	\$5,845.00
S005	Construction Layout	Lump Sum	1	\$8,000.00	\$8,000.00	\$8,400.00	\$8,400.00
S006	Rip-Rap	S.Y.	34	\$68.00	\$2,312.00	\$86.57	\$2,943.38
S007	Cellular Concrete Block Erosion Control	S.Y.	569	\$63.00	\$35,847.00	\$80.08	\$45,565.52
I-3.2	Additional Insurance Premium	Lump Sum	1	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00
	Subtotal				\$734,965.00		\$1,038,009.87

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		John G. Walton Construction	
				Unit Price	Total	Unit Price	Total
P-152.4.1	Unclassified Excavation	C.Y.	21,494	\$4.00	\$85,976.00	\$3.15	\$67,706.10
P-152.4.2	Embankment In Place	C.Y.	60,935	\$6.65	\$405,217.75	\$12.96	\$789,717.60
D-701-5.1(A)	24" R.C.P	L.F.	2,202	\$90.00	\$198,180.00	\$50.84	\$111,949.68
D-751-5.2	Inlet	Each	3	\$5,000.00	\$15,000.00	\$8,175.02	\$24,525.06
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	19	\$2,500.00	\$47,500.00	\$1,391.25	\$26,433.75
S004	Adjust Height of Lights	Each	6	\$250.00	\$1,500.00	\$1,113.00	\$6,678.00
S006	Rip-Rap	S.Y.	25	\$68.00	\$1,700.00	\$85.80	\$2,145.00
S007	Cellular Concrete Block Erosion Control	S.Y.	1,102	\$63.00	\$69,426.00	\$80.08	\$88,248.16
	Subtotal				\$824,499.75		\$1,117,403.35

Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage Improvements & Safety Area Improvements (John G. Walton Construction)
AIP No. 3-28-0031-0019-2012 Bid Tabulation (4/26/2012)

Bid Item Add. No.2	Description	Unit of Measure	Approximate Quantity	Engineer's Estimate		John G. Walton Construction	
				Unit Price	Total	Unit Price	Total
P-152.4.1	Unclassified Excavation	C. Y.	8,327	\$4.00	\$33,308.00	\$3.15	\$26,230.05
P-152.4.2	Embankment In Place	C. Y.	5,401	\$3.00	\$16,203.00	\$9.51	\$51,363.51
D-701-5.1	30" Arch Pipe	L.F.	855	\$100.00	\$85,500.00	\$74.45	\$63,654.75
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	1,705	\$20.00	\$34,100.00	\$16.31	\$27,808.55
D-751-5.2	Inlet	Each	3	\$5,000.00	\$15,000.00	\$7,170.45	\$21,511.35
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	8	\$2,500.00	\$20,000.00	\$1,391.25	\$11,130.00
S006	Rip-Rap	S. Y.	25	\$68.00	\$1,700.00	\$85.80	\$2,145.00
S007	Cellular Concrete Block Erosion Control	S. Y.	853	\$63.00	\$53,739.00	\$80.08	\$68,308.24
	Subtotal				\$259,550.00		\$272,151.45
	Total				\$1,819,014.75		\$2,427,564.67

Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage Improvements & Safety Area Improvements (Gulf Equipment, Inc.)
AIP No. 3-28-0031-0019-2012 Bid Tabulation (4/26/2012)

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Gulf Equipment, Inc.	
				Unit Price	Total	Unit Price	Total
P-151	Clearing & Demolition	Lump Sum	1	\$18,000.00	\$18,000.00	\$3,751.68	\$3,751.68
P-152.4.1	Unclassified Excavation	C.Y.	9,044	\$4.00	\$36,176.00	\$3.03	\$27,403.32
P-152.4.2	Embankment In Place	C.Y.	5,970	\$3.00	\$17,910.00	\$2.29	\$13,671.30
P-208	Aggregate Base Course	C.Y.	517	\$50.00	\$25,850.00	\$100.32	\$51,865.44
P-209	Crushed Aggregate Base Course	C.Y.	956	\$80.00	\$76,480.00	\$113.85	\$108,840.60
P-401-8.1a	Bituminous Surface Course	Ton	1,163	\$110.00	\$127,930.00	\$315.62	\$367,066.06
P-602	Bituminous Prime Coat	Gal.	510	\$2.50	\$1,275.00	\$6.94	\$3,539.40
P-603	Bituminous Tack Coat	Gal.	1,010	\$2.50	\$2,525.00	\$5.05	\$5,100.50
P-620-5.1(A)	Runway and Taxiway Painting	S.F.	3,000	\$1.17	\$3,510.00	\$0.87	\$2,610.00
P-621	Saw-Cut Grooves	S.Y.	2,800	\$4.00	\$11,200.00	\$2.90	\$8,120.00
D-701-5.1(B)	30" Arch Pipe	L.F.	577	\$100.00	\$57,700.00	\$52.61	\$30,355.97
D-701-5.1(C)	6" Poly (Vinyl Chloride) Ribbed Drain Pipe & Fittings	L.F.	700	\$15.00	\$10,500.00	\$13.75	\$9,625.00
D-705-5.5(A)	4" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	1,250	\$15.00	\$18,750.00	\$14.38	\$17,975.00
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	2,000	\$20.00	\$40,000.00	\$17.23	\$34,460.00
D-751-5.2	Inlet	Each	2	\$5,000.00	\$10,000.00	\$5,091.34	\$10,182.68
D-752	Concrete Culverts, Headwalls, and Miscellaneous	Each	1	\$160,000.00	\$160,000.00	\$179,524.35	\$179,524.35
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	6	\$2,500.00	\$15,000.00	\$1,578.08	\$9,468.48
S001	Mobilization	Lump Sum	1	\$40,000.00	\$40,000.00	\$394,125.82	\$394,125.82
S002	Cold Planing Asphalt pavement (Milling Max 3" Depth)	S.Y.	2,500	\$3.00	\$7,500.00	\$5.05	\$12,625.00
S003	Paving Fabric	S.Y.	3,500	\$2.00	\$7,000.00	\$4.42	\$15,470.00
S005	Construction Layout	Lump Sum	1	\$8,000.00	\$8,000.00	\$3,194.45	\$3,194.45
S006	Rip-Rap	S.Y.	34	\$68.00	\$2,312.00	\$75.23	\$2,557.82
S007	Cellular Concrete Block Erosion Control	S.Y.	569	\$63.00	\$35,847.00	\$95.04	\$54,077.76
I-3.2	Additional Insurance Premium	Lump Sum	1	\$1,500.00	\$1,500.00	\$0.00	\$0.00
	Subtotal				\$734,965.00		\$1,365,610.63

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Gulf Equipment, Inc.	
				Unit Price	Total	Unit Price	Total
P-152.4.1	Unclassified Excavation	C.Y.	21,494	\$4.00	\$85,976.00	\$3.02	\$64,911.88
P-152.4.2	Embankment In Place	C.Y.	60,935	\$6.65	\$405,217.75	\$11.79	\$718,423.65
D-701-5.1(A)	24" R.C.P	L.F.	2,202	\$90.00	\$198,180.00	\$34.51	\$75,991.02
D-751-5.2	Inlet	Each	3	\$5,000.00	\$15,000.00	\$5,902.34	\$17,707.02
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	19	\$2,500.00	\$47,500.00	\$1,578.08	\$29,983.52
S004	Adjust Height of Lights	Each	6	\$250.00	\$1,500.00	\$1,200.00	\$7,200.00
S006	Rip-Rap	S.Y.	25	\$68.00	\$1,700.00	\$75.23	\$1,880.75
S007	Cellular Concrete Block Erosion Control	S.Y.	1,102	\$63.00	\$69,426.00	\$75.46	\$83,156.92
	Subtotal				\$824,499.75		\$999,254.76

Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage Improvements & Safety Area Improvements (Gulf Equipment, Inc.)
AIP No. 3-28-0031-0019-2012 Bid Tabulation (4/26/2012)

Bid Item Add. No.2	Description	Unit of Measure	Approximate Quantity	Engineer's Estimate		Gulf Equipment, Inc.	
				Unit Price	Total	Unit Price	Total
P-152.4.1	Unclassified Excavation	C. Y.	8,327	\$4.00	\$33,308.00	\$3.03	\$25,230.81
P-152.4.2	Embankment In Place	C. Y.	5,401	\$3.00	\$16,203.00	\$2.29	\$12,368.29
D-701-5.1	30" Arch Pipe	L.F.	855	\$100.00	\$85,500.00	\$52.61	\$44,981.55
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	1,705	\$20.00	\$34,100.00	\$17.23	\$29,377.15
D-751-5.2	Inlet	Each	3	\$5,000.00	\$15,000.00	\$4,979.34	\$14,938.02
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	8	\$2,500.00	\$20,000.00	\$1,581.11	\$12,648.88
S006	Rip-Rap	S. Y.	25	\$68.00	\$1,700.00	\$75.23	\$1,880.75
S007	Cellular Concrete Block Erosion Control	S. Y.	853	\$63.00	\$53,739.00	\$75.46	\$64,367.38
	Subtotal				\$259,550.00		\$205,792.83
	Total				\$1,819,014.75		\$2,570,658.22



City of Hattiesburg, MS

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

Master

File Number: 2012-0780

File ID: 2012-0780

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: Rejecting bids for One New Positive Displacement Blower Combination Sewer Cleaner for the Sewer Division; Advertising for Bids for Same.

Final Action:

Minute Book Number: MB 2012-1/156

Title:

Acknowledge receipt of bids received March 8, 2012 for One New Positive Displacement Blower Combination Sewer Cleaner for the Sewer Division and reject all bids; Approve Revised Specifications and Authorize Publication of Advertisement for One New Positive Displacement Blower Combination Sewer Cleaner for the Sewer Division.

Notes:

Sponsors:

Enactment Date:

Attachments: 05-15-Reject Sewer Cleaner Memo.pdf,
05-15-Reject Sewer Cleaner - Readvertise.pdf

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012					

Text of Legislative File 2012-0780

Title

Acknowledge receipt of bids received March 8, 2012 for One New Positive Displacement Blower Combination Sewer Cleaner for the Sewer Division and reject all bids; Approve Revised Specifications and Authorize Publication of Advertisement for One New Positive Displacement Blower Combination Sewer Cleaner for the Sewer Division.

Summary

Rejecting bids for One New Positive Displacement Blower Combination Sewer Cleaner for

the Sewer Division; Advertising for Bids for Same.



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Verlina Underwood, Purchasing Manager

DATE: May 8, 2012

SUBJECT: One (1) New Positive Displacement Blower Combination Sewer Cleaner

On March 8, 2012, bids were received from various vendors for furnishing the above referenced equipment. I wish to recommend the Council reject the bids received, and approve revised specifications and authorize publication of advertisement for the above referenced equipment.

Please call should you have any questions concerning this recommendation.



FULL PARTS & SERVICE LOCATIONS

QUOTE

1225 Vanderbilt Road
Birmingham, AL 35236

7760 Highland Avenue North
Mobile, AL 36608

Phone: 205-324-3104
Fax: 205-324-2679

Phone: 251-631-3766
Fax: 251-631-3768

Number SECQ1047

Date Mar 2, 2012

Sold To

City of Hattiesburg
Jeffery Green
Public Works Division
1202 James Street
1202 James Street
Hattiesburg, MS 39402

Phone (601) 545-4673
Fax (601) 545-4658

Ship To

City of Hattiesburg
Jeffery Green
Public Works Division
1202 James Street
1202 James Street
Hattiesburg, MS 39402

Phone (601) 545-4673
Fax (601) 545-4658

Your Sales Rep

Matt Vinson

Cell: 2512989398

matt@secequip.com

7760 Highland Avenue North
Mobile AL 36608

Terms

P.O. Number

Ship Via

Line	Qty	Description	Unit Price	Ext. Price
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1	1	PD Blower, 16" Blower 15 Yard Debris Body Capacity 1300 Gallon Water Capacity/6X4 Chassis Only Standard Includes: One Aluminum Toolbox (Weather Proof Lockable) 48x22X24 Located Passenger Side on Subframe. (46849MW) Std on 6x4 and 4x2 Models, Aluminum Fenders, Mud Flaps, Electric/Hydraulic Four Way Boom, Color Coded Sealed Electrical System, Remote Pendant Control With 35' Cord, Vansco-Electronic Package: Vactor includes as standard-Chassis Tach, Blower Tach, Operating Mode, PTO Mode, Hydraulic Oil Temp Shutdown, (E-STOP-turns off rodder pump, turns off PTO A and PTO B, shuts off Aux Engine (if equipped), sets chassis throttle back to idle. Disables vacuum (opens vacuum disable). E-Stop Located @ Front Reel Controls, Rear Reel Controls, Pendant, Wireless Control (if equipped) and At Dump Control Location Machine Functions and Diagnostics (Chassis and Module), Double Acting Dump Hoist Cylinder, 2" Y-Strainer With 25' Fill Hose, Handgun Assy w/35' x 1/2" Hose With Quick Disconnects, Ex-Ten Steel Cylindrical Debris Tank, Flexible Hose Guide, (3) Nozzles with Carbide Inserts with Nozzle Rack (1) 30° Sand, (1) 30° Sanitary, (1) 15° Penetrator, Suction Tube Storage: Curbside 2 Pipe, Rear Door 2 Pipe, 1" Nozzle Pipe, Flat Rear Door w/Hydraulic Locks and Door Power Up, Power Down, Open/Close Feature (NO GRABBER), Dual 10" Stainless Steel Float Shut Off System/Rear Mounted, Debris Body Vacuum Relief System, Debris Deflector Plate, 48" Dump Height (Single Axle w/1000 Gallon Capacity), 60" Dump Height (Tandem Axle w/1300 & 1500 Gallon Capacities), Water Sight Gauge D/S & P/S, Liquid Float Level Indicator, SS Microstrainer Prior to Blower, Debris Body Vacuum Relief System, Blower Air Shift Controls, AUXILIARY COOLING PACKAGE FOR CHASSIS ENGINE - System provides additional cooling for the chassis engine, by routing the chassis coolant through a heat exchanger. AVAILABLE ON IH MAXXFORCE ENGINES ONLY, 180 Degree Rotation Non Telescopic Boom, Front loading 8" Suction Hose, Boom Transport Cradle, 60 GPM Variable Flow Water System, 3" Y-Strainer @ Water Pump with 3" Drain Valve, Performance Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd Pumps), Water Relief Valve, 1", Midship Handgun Coupling, Side Mounted Water Pump, 400'x 1" Piranha Sewer Hose 2500 PSI, Hose Wind Guide (Dual Roller), Hose Footage Counter Front Side Of Hose Reel-Mechanical, Hose Reel Manual Hyd Extend/Retract, Hose Reel Chain Cover (Full), 15" Hydraulic		
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FILED

MAR 08 2012

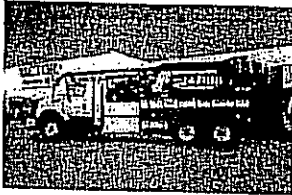
EDDIE RAYERS, DEPUTY CLERK
By Deputy Clerk

310,227

SEC WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH OUR EQUIPMENT

Line	Qty	Description	Unit Price	Ext. Price
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Telescoping & 270° Rotating Hose Reel (800'x 1" Piranha or Aeroquip Capacity) w/ Dual Controls, Tachometer - Chassis Engine w/ Hourmeter, HOURMETER FOR WATER PUMP OPERATION, HOURMETER FOR PTO OPERATION, Tachometer & Hourmeter - Blower, Circuit Breakers, LED Lights, Clearance, Back Up, Stop, Tail & Turn, 1+1 Vector Manual-Partial Manual and CD Version, Tow Hooks, Front And Rear, Electronic Back-Up Alarm, Module Paint Wet-On-Wet (DuPont), 8" (15') Vacuum Pipe Package, Emergency Flare Kit, Fire Extinguisher 5 Lbs.



2	1	DEBRIS BODY FLUSH OUT SYSTEM		
3	1	6" BUTTERFLY VALVE/REAR DOOR LOCATED 6:00 POSITION		
4	1	SUBMERSIBLE TRASH PUMP/ EXTERNAL MOUNTED - FORWARD WALL W/ FLOATING ARM/2.5 X 25' DRAIN HOSE AND HOSE HOLDER		
5	1	FOLDING PIPE RACK/CURBSIDE		
6	1	FOLDING PIPE RACK/STREET SIDE		
7	1	SPLASH SHIELD - BOLTED TO BODY FLANGE REAR DOOR		
8	1	LUBE MANIFOLD (INCLUDES OPTIONS 1023PA)		
9	1	LOW WATER LIGHT AND ALARM AND WATER PUMP FLOW INDICATOR-GPM		
10	1	1500 GALLON WATER CAPACITY - ADDITIONAL ON 15 YD UNITS 6X4 CHASSIS REQUIRED, WILL HAVE 60" DUMP HEIGHT (DEPENDING ON CHASSIS FRAME HEIGHT)		
11	1	ELECTRONIC BLOWER ENGAGEMENT FRONT STATION CONTROL-FOR 3000 AND 4000 SERIES TRANSMISSIONS SERIES ALLISON.		
12	1	8 FT. HYDRAULIC TELESCOPIC BOOM WITH 180 DEGREE ROTATION		
13	1	JOYSTICK CONTROL FOR BOOM FUNCTION (1) - FRONT		
14	1	80 GPM/2500 PSI WATER SYSTEM - ILO STD WATER SYSTEM		
15	1	ACCUMULATOR SYSTEM FOR JET RODDER WATER SYSTEM		
16	1	500' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)		
17	1	RODDER PUMP DRAIN VALVES (2)		
18	1	HANDGUN HOSE REEL - SPRING RETRACTABLE REEL WITH 50' HOSE ASSEMBLY		
19	1	TELESCOPING ROTATING HOSE REEL W/DUAL CONTROLS - CAPACITY: 600' X 1-1/4" AERO-QUIP OR 600' X 1-1/4" PIRANHA SEWER HOSE 800' X 1" SHARK SEWER HOSE 900' X 1" PIRANHA ARMOR BELT OR 900' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE 1000' X 1" AERO-QUIP OR 1000' X 1" PIRANHA SEWER HOSE		

SEC WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH OUR EQUIPMENT.

Line	Qty	Description	Unit Price	Ext. Price
20	1	SIGNAL-MASTER DIRECTIONAL ARROW ONE PIECE 10 LIGHTS - REAR		
21	1	HAND LIGHT WITH BUMPER PLUG		
22	1	FS DOT 3 - 6 LIGHT SYSTEM - ALL LED SYSTEM - 2 FED SIG MIRROR MOUNT STROBES, 2 MID-SHIP, 2 REAR MOUNTED OVAL LED QUAD FLASH STROBES		
23	1	LED WORK LIGHTS (2) ON ALL BOOMS		
24	1	46849MQ/16x12x18 FRONT BUMPER TOOLBOXES (2) PD or FAN 4X2 & 6X4 CHASSIS 1000, 1300, 1500 GALLON CAPACITIES		
25	1	46849DY/24W x 24H x 24D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1500 GALLON ONLY Located Rear of Boom Guard Area		
26	1	8" x 5' Aluminum Pipe Assy		
27	1	8" x 5' Aluminum Pipe Assy		
28	1	8" x 5' Aluminum Pipe Assy		
29	1	8" Quick Clamp Assy		
30	1	8" Quick Clamp Assy		
31	1	8" Quick Clamp Assy		
32	1	Freightliner - PSFT370A-2013 Tandem		

SubTotal \$310,227.58

Tax \$0.00

Shipping \$0.00

Total \$310,227.58

SEC WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH OUR EQUIPMENT

P.D.BLOWER COMBINATION SEWER CLEANER

GENERAL SPECIFICATIONS

The machine will be used for removing sand, stones, bottles, cans, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high pressure water. The unit shall include a positive displacement (vacuum) blower and a hydraulically driven high pressure water pump. The machine shall be equipped with self-contained water supply as the water source for the high-pressure pump. The system shall have a capability of operating both vacuum and rodder simultaneously at rated operating pressure.

The machine shall include an enclosed and sealed body for storage of the collected debris and self-contained water supply as the water source for the high-pressure pump.

As it is the intent that this unit will have an anticipated life of ten years the manufacturer should answer the following general questions. Only bids from manufactures that have experience in manufacturing combination sewer cleaners will be considered.

How long has manufacturer been in the business of manufacturing?
combination sewer cleaners?

60 + YRS

How many units of this type has the manufacturer produced? 10,000

X YES ___ NO

Is unit bid a current production model?

X YES ___ NO

Bidder has enclosed manufactures literature, specifications and all pertinent information concerning this bid?

X YES ___ NO

Bid proposal was filled out thoroughly and all pertinent information requested was provided and any deviations thoroughly explained?

X YES ___ NO

P.D.BLOWER COMBINATION SEWER CLEANER

DEBRIS BODY

The debris storage body shall be constructed of a minimum 3/16" corrosion and abrasion resistant steel with a minimum yield point of 50,000 PSI and a minimum tensile strength of 70,000 PSI.

yes

The body shall be round for maximum strength and have a minimum Volumetric capacity of 15 cubic yards

yes

The body shall have a rear door that is hinged at the top and is equipped with a replaceable neoprene seal to prevent leakage.

yes

Flat or domed style rear door with four (4) individual rod and receiver block type or 5 locks controlled by sequential door locking system. Door shall have hydraulic locks and door power up, power down, open/close feature.

yes

The body shall be supplied with a load level indicator to show when the body is loaded to capacity.

yes

The rear door shall be equipped with a 6" drain port and 10' body drain hose this allows operator to drain off excess liquids while retaining solids.

yes

Debris body shall be dumped by raising the body to a 50° utilizing a forward mounted, double acting hydraulic dump cylinder.

yes

The debris body shall be fixtured on an independent frame, separate from the chassis frame and mounted via a 3-point mounting system or shear plate mounted to allow flexing to occur without causing frame damage.

yes

To achieve best possible material separation and minimize material being discharged to atmosphere, the positive displacement blower shall draw air from 2 separate ports in the debris body.

yes

The body shall incorporate dual air ducting system a dual stainless steel ball float shutoff system W/high impact corrosion resistant screens or automatic vacuum breaker shut off with cover for protection.

yes

Dump controls and accessory controls shall be provided at a central curbside location, directly behind the cab of the truck.

yes

Splash shield shall be provided.

yes

Cyclone separators shall be included.

yes

P.D.BLOWER COMBINATION SEWER CLEANER

A submersible trash pump must be included and be mounted on the exterior.

Yes

Debris must be equipped with a flush out system.

Yes

WATER TANKS

Water tanks must have a certified-metered capacity of 1500 gallons.

Yes

The 1500 gallon capacity shall be achieved via multiple cylindrical cells.

Yes

The aluminum water cells shall not require internal coatings and shall be easily repaired or patched if required.

Yes

The cells shall be hung via steel or rubber lined "J" straps which allow the cells to easily be removed from the unit if required.

Yes

The water cells shall be located beginning directly behind the cab of the truck and end at the very rear of the unit, thus providing the best possible weight distribution.

Yes

The water tanks shall be adequately vented and connected to provide complete filling. A minimum 4" and 4" connection between tanks shall be provided.

Yes

The water tanks shall be totally separate from the debris tanks and provide no structural support.

Yes

All water cells shall be positioned at or below the frame of the unit, thus providing the best possible and lowest available center of gravity.

Yes

The water tanks shall share no common walls with the debris tanks to prevent corrosion.

Yes

The water tank shall come equipped with an anti-siphon device and 25' of hydrant fill hose and fittings. A water level sight gauge shall also be provided.

Yes

The water tanks shall come supplied with a 2" "Y" pattern filter with an 80 mesh stainless steel strainer to filter the water before it enters the water tank.

Yes

The water tanks shall carry a 10 year warranty against corrosion or cracking.

Yes

P.D.BLOWER COMBINATION SEWER CLEANER

A low water alarm with light should be provided with unit.

yes

VACUUM SYSTEM

A positive displacement rotary lobe shall provide the vacuum.
A rotary lobe type blower capable of 4500 cfm inlet volume @ 0" Hg.,
3620 cfm @ 16" Hg and 2250 RPMs.

yes

The vacuum system shall incorporate a stainless steel final filter screen
and housing, located prior to the blower inlet for added protection.
For added protection to vacuum system, two vacuum reliefs shall be
incorporated, set at 16" Hg.

yes

yes

The blower, transfer case and hydraulic power shall be controlled by
air shift control, located in the cab, or hydrostatically.

yes

Electronic blower engagement front station control at hose reel

yes

VACUUM SYSTEM DRIVE

Blower shall be driven from the chassis engine via the transmission drive
shafts and heavy-duty split shaft transfer case, direct to blower with no
v-belts to maintain or adjust or hydrostatic drive Front PTO

yes

The blower will be provided with a silencer with exhaust above
the cab with rain cap.

yes

VACUUM SYSTEM PICK-UP HOSE

Shall be designed for front end operation with hose mounted and stored
at front mounted workstation. Front mounted location is desired for ease
of positioning vacuum hose as well as minimizing need for operator to
swing hose into traffic.

yes

All connections between debris body and vacuum system will be of the
self-adjusting pressure fitting type.

yes

All hose and tubes shall be 8" I.D. and will remain stationary and not
raise with debris body in order to minimize possibility of running
vacuum hose into power lines and low hanging branches. The upper
debris tube shall consist of an anchored steel tube for additional life.

yes

Unit shall have at least 30' of vacuum pipe.

yes

P.D.BLOWER COMBINATION SEWER CLEANER

Boom should be at least 8 feet in length and have telescoping abilities.

Yes

BOOM

The lift and swing movements shall be accomplished by cylinder or worm gear rotation. Gear and chain type rotations are not preferred due to maintenance considerations.

Yes

The boom shall be operated by an electric-over-hydraulic system which draws its power from hydraulic pump mounted to the transfer case or chassis engine.

Yes

The boom shall be hydraulically driven up, down, left and right directions. Boom shall be controlled by a remote push button control station by cable to the hydraulic power swing and lift cylinders.

Yes

The boom pendant control shall come equipped with control switches for all directions as well as a safety emergency shutdown button which automatically eliminates power to the boom.

Yes

A cab protection device with boom cradle, independent of cab that will protect cab and prevent boom sway while in transit.

Yes

Pipe extensions will be included to allow operator to clean to depths of 20'. This will include a 6'6" catch basin nozzle with a steel reinforced tip. Pipe should include sufficient adjustable over-center quick clamps to join the aluminum flanged suction pipe.

Yes

The vacuum hose will be mounted on a boom which will rotate a minimum of 180° and provide 179" of reach off the centerline of the unit.

Yes

Lights are to be provide and mounted to boom.

Yes

HIGH PRESSURE WATER PUMP

The water pump should be capable of smooth and pulsating flow.

Yes

The positive displacement, high-pressure water pump shall be a double acting, single piston pump hydraulically operated direct from a hydraulic pump or triplex pump.

Yes

The hydraulic flow to drive the water pump will be from a hydraulic

P.D.BLOWER COMBINATION SEWER CLEANER

oil pump driven by the heavy duty split shaft transfer case or PTO. The water pump shall operate with oil to water ratio of 1 to 1.

yes

The rated design capacity of the high-pressure water pump shall be 100 GPM or 2500 PSI. This capacity shall insure long pump life.

yes

The hydraulic pump and water pump shall be sized to allow the water system to operate at a minimum 60 GPM at 2000 PSI continuous duty operation.

yes

Standard operation of the pump should produce 80 GPM @ 2500 PSI.

yes

The water pump shall cycle approximately every 4 1/2 seconds. This pump cycle shall provide an automatic "Jack Hammer" action in the hose to assist the nozzle in breaking through obstructions.

yes

The water pump location shall provide a flooded suction inlet to eliminate potential cavitation damage. The water pump location shall be certified by the pump manufacturer.

yes

The high-pressure water pump will be designed so no damage will occur if run at normal operating pressure without water for 30 minutes. A certification by the original water pump manufacturer to operate in such a manner shall be provided.

yes

The water pump shall have a 3" Y-type strainer with a minimum 80 mesh stainless steel filter media and a 3" water shutoff valve located in the water pump suction line.

yes

Drain valves for the water pump are to be included.

yes

The positive displacement water pump will have the capability to purge residual water out of the water system by pumping air through entire water system. Drain plugs will be provided in the bottom section of the water pump for complete cold weather draining.

yes

The water pump shall be capable of maximum water pressure and flow while achieving maximum vacuum capability. The water pump shall operate independent of vacuum system.

yes

An oil to water heat exchanger will be provided in the water system to

P.D.BLOWER COMBINATION SEWER CLEANER

cool all hydraulic fluids on the unit or air to oil.

yes

State Rpm of water pump.

yes

Water pump shall have capabilities of being engaged and disengaged from driving mechanism at the front control panel by turning on or off an electric switch, thus providing added control and safety.

yes

Water system must have the ability to vary flow from zero to maximum system flow. Flow must be varied by a hydraulically controlled system. Any system that relies on the use of a manual ball valve is unacceptable. The use of a dump valve to achieve flow variation is also unacceptable.

yes

FRONT MOUNTED HOSE REEL

Hose reel must be mounted to the front of the chassis of the truck.

yes

Hose reel must be able to rotate 180 degrees and must stay within the headlights of the truck.

yes

A hose reel assembly will be mounted on an independent frame which can be removed from brackets attached permanently to main truck frame members.

yes

Hose reel will be manufactured out of 1/4" spun steel for added structural strength. This spun steel will require no internal or external reinforcements which could damage rodder hose.

yes

Hose reel will be constructed to hydraulically extend forward 15", providing full access to the chassis engine. The hose reel extension function shall be provided via a hydraulic cylinder, not a manual jack.

yes

Hose reel will have a minimum capacity of 800' of 1" I.D. rodder hose.

yes

Hose reel will be driven via a hydraulic motor with a dual sprocket and chain system. The motor shall control the reel speed and forward or reverse rotation.

yes

Hose reel will have a one inch rotating swivel joint that is adjustable and have replaceable seals on the inlet line to provide free rotation of hose reel.

yes

All operating controls will be located on the hose reel.

yes

P.D. BLOWER COMBINATION SEWER CLEANER

HIGH PRESSURE JET HOSE

Jet hose will be supplied that is 1" I.D. and has operating pressure of 2500 PSI and a burst pressure of 6250 PSI. 500' of hose will be supplied with unit.

Yes

Two jet nozzles will come furnished with the unit. A 15° sand nozzle and a 30° sanitary nozzle shall be furnished. These nozzles should both be equipped with tungsten carbide orifices for added life.

Yes

A flexible hose guide will be provided with restraining rope, for protection of rodder hose and to provide help in locating nozzles in sewer lines.

Yes

HYDRAULIC SYSTEM

The hydraulic reservoir shall have a 50-gallon capacity. The hydraulic reservoir shall be baffled with a suction line filter.

Yes

The reservoir shall have an inspection hatch for maintenance.

Yes

An oil level sight gauge shall be supplied

Yes

The tank shall be totally modular component and easily removed from its storage area.

Yes

10-micron spin on type hydraulic filter shall be supplied

Yes

A lube manifold shall be included in the machine.

Yes

HANDGUN MANHOLE CLEANING SYSTEM

The positive displacement, double acting, single piston high pressure water pump will be utilized to supply 20 GPM at 600 PSI (relieved to protect operator) to the wash down handgun system.

Yes

A handgun will be supplied that comes equipped with 50' of 1/2" wire reinforced hose. The handgun shall come equipped with quick connect coupler. The hose reel should also be retractable.

Yes

Handgun system will include a midship connection that allow the operator to deliver water to area served by pick-up hose and to the inside of the debris body for clean out. The handgun should allow for changing of flow pattern from a fine mist to a steady stream.

Yes

P.D. BLOWER COMBINATION SEWER CLEANER

ELECTRICAL

The entire electrical system shall be vapor sealed to eliminate moisture damage to NEMA 4 (National Electrical Mfg. Assoc.) standards.

Yes

The electrical system shall require a multi-plex type system capable of troubleshooting, diagnostics, and on-board monitoring. In addition, the system shall incorporate safety inter-locks to prevent accidental system activation.

Yes

The electrical system shall require a color display screen at the operator station capable of displaying all system diagnostics and gauges.

Yes

All electrical connections shall require no exposed wires or terminals.

Yes

All light bulbs shall be shock mounted to eliminate bulb failure.

Yes

All wiring shall be color coded and run in sealed terminal boxes.

Yes

FRONT OPERATING STATION AND CONTROLS

Operator station will be located at the front of the truck at the right side of the hose reel.

Yes

Controls and gauges to include:

Yes

High pressure water pump on-off

Yes

Hose reel forward-reverse valve

Yes

Adjustable hose reel speed control

Yes

Oil dampened water pressure gauge

Yes

Boom controls

Yes

Hose reel extend/retract control

Yes

Blower tachometer w/hour meter

Yes

Vacuum gauge

Yes

Digital color diagnostic control panel

Yes

Electronic E-Stop at each control station location

Yes

Digital Flow Meter located at front operator station

Yes

Yes

MOUNTING

Unit will be mounted on approved truck chassis at the factory of body manufacturer.

Yes

PAINT

P.D.BLOWER COMBINATION SEWER CLEANER

All metal surfaces shall be shot or sand blasted prior to painting. Yes

All surfaces shall be cleaned by phosphorous wash process prior to painting Yes

Module shall have a minimum of two and one half mil of suitable primer coat applied Yes

Module shall have minimum of two and one half mil finish paint applied Yes

Module and components shall be painted prior to assembly process Yes

All hose and fittings, as well as electrical wires and connections shall not be painted. Yes

ADDITIONAL ACCESSORIES

(2) front bumper toolboxes shall be provided. Yes

(2) 18x24x24 Aluminum toolboxes to be included. Yes

Rear-mounted traffic arrow board is to be provided. Yes

Safety mirror strobes are to be mounted on truck. Yes

Safety midship and rear alternating flashers are to be included. Yes

DELIVERY AND PRICE

Total price of unit \$ 310,227.58

Delivery in days 180-220 days

Please list any preventative maintenance programs and/or guaranteed buy back programs that are available listed separately

P.D.BLOWER COMBINATION SEWER CLEANER

MINIMUM CHASSIS SPECIFICATIONS

Engine & Equipment

330 HP Diesel Engine *Exceed - 370 HP*
Air compressor, 18.7 CFM with internal safety valve *yes*
Exhaust: RH under single DPF mounted in cab access with single vertical side of cab tailpipe. *yes*
Alternator 130 amp *Exceed - 160 Amp*
Batteries 3 threaded post 2100 CCA dual purpose *Exceed - 2250 CCA*
6 gallon DEF tank *Exceed - 13 gallon*
Transmission & Clutch

3000RDS 6-speed with PTO drive gear Includes heat exchanger & oil level sensor.
Rugged Duty Series for vocational applications. Transynd transmission fluid. *yes*

Front Axle & Equipment

Front Axle 20,000 lbs.
Front brakes 16-1/2x6 in. 22,000lbs
Dust shields: all front axles
Front Springs flat leaf w/ graphite bronze bushings with seals
Front Shock Absorbers

yes to ALL

Rear Axle & Equipment

Dual Rear Axle 46,000
5.63 Rear Axle Ratio
Dual Rear Brakes 16-1/2x7 in. to 46,000 lbs
Dust shields: all rear axles
Haldex Goldseal longstroke 2-Drive Axles spring parking chambers
Gunite automatic rear slack adjusters
Organic SAE 80/90 Rear Axle Lube
54" axle spacing
Steel beams and bronze center bushings with bar pin adjustable end connections

yes to ALL

Tires & Wheels

Continental HTC 425/65R22.5 20 PLY Radial Front Tires or Equivalent
Continental HDL ECO Plus 11R22.5 16PLY Radial Rear Tires or Equivalent

yes

Frame & Equipment

260" Wheelbase

yes

P.D. BLOWER COMBINATION SEWER CLEANER

7/16X3-9/16X11-1/8 Inch Steel Frame
3/4 Inch C-Channel Inner Frame Reinforcement
71" Frame overhang
6" Integral Front Frame Extension
Battery box located on LH side.

yes to ALL

Fuel Tanks & Equip

Fuel tank 100 US Gal, 23" aluminum.

yes

Cab & Equipment

Cab: Curbed glass conventional
Cab heater with integral defrosters & A/C 45,000 btu cab heater.
DR seat Air Cushion Plus HB Cloth with dual armrest
RD seat toolbox plus HB cloth with dual armrest
Radio AM/FM/CD/weather band with LED lighting
LH and RH 8" Molded-In Color Convex mounted under primary mirrors

yes to ALL

Lights and Instruments

Circuit breakers replacing fuses
Air Dryer Bendix AD-IS heated

yes to ALL

PAINT UNIT WHITE

PLEASE DETAIL ALL WARRANTIES ON CHASSIS AND BODY

Please include reference list of users in area Listed on separate sheet

Please list any buyback programs available Listed on separate sheet

Please list any preventative maintenance programs available Listed on separate sheet

Does bidder offer ON SITE WARRANTY at NO COST yes?

Please list options for a 3 year and 5 year lease purchase Listed on separate sheet

Delivery in Days 180 - 220

Price \$ 310,227.58

Preventative Maintenance Program Cost Quarterly - \$2000.00/year

Bidder: SANSON Equipment Co.

Representative Matt Vinson

Phone 251-631-3766



FULL PARTS & SERVICE LOCATIONS

1225 Vanderbilt Road
Birmingham, AL 35236

Phone: 205-324-3104
Fax: 205-324-2679

7760 Highland Avenue North
Mobile, AL 36608

Phone: 251-631-3766
Fax: 251-631-3768

QUOTE

Number SECQ1045

Date Mar 2, 2012

Sold To

City of Hattiesburg
Jeffery Green
Public Works Division
1202 James Street
1202 James Street
Hattiesburg, MS 39402

Phone (601) 545-4673
Fax (601) 545-4658

Ship To

City of Hattiesburg
Jeffery Green
Public Works Division
1202 James Street
1202 James Street
Hattiesburg, MS 39402

Phone (601) 545-4673
Fax (601) 545-4658

Your Sales Rep

Matt Vinson
Cell: 2512989398
matt@secequip.com

7760 Highland Avenue North
Mobile AL 36608

Terms

P.O. Number

Ship Via

Line Qty

Description

Unit Price

Ext. Price

- 1 1 PD Blower, 16" Blower 15 Yard Debris Body Capacity
1300 Gallon Water Capacity/6X4 Chassis Only Standard Includes: One
Aluminum Toolbox (Weather Proof Lockable) 48x22x24 Located
Passenger Side on Subframe. (46849MW) Std on 6x4 and 4x2 Models,
Aluminum Fenders, Mud Flaps, Electric/Hydraulic Four Way Boom, Color
Coded Sealed Electrical System, Remote Pendant Control With 35' Cord,
Vansco-Electronic Package: Vactor includes as standard-Chassis Tach,
Blower Tach, Operating Mode, PTO Mode, Hydraulic Oil Temp Shutdown,
(E-STOP-turns off rodder pump, turns off PTO A and PTO B, shuts off Aux
Engine (if equipped), sets chassis throttle back to idle. Disables vacuum
(opens vacuum disable). E-Stop Located @ Front Reel Controls, Rear Reel
Controls, Pendant, Wireless Control (if equipped) and At Dump Control.
Location Machine Functions and Diagnostics (Chassis and Module), Double
Acting Dump Hoist Cylinder, 2" Y-Strainer With 25' Fill Hose, Handgun
Assy w/35' x 1/2" Hose With Quick Disconnects, Ex-Ten Steel Cylindrical
Debris Tank, Flexible Hose Guide, (3) Nozzles with Carbide Inserts with
Nozzle Rack (1) 30° Sand, (1) 30° Sanitary, (1) 15° Penetrator, Suction
Tube Storage: Curbside 2 Pipe, Rear Door 2 Pipe, 1" Nozzle Pipe, Flat Rear
Door w/Hydraulic Locks and Door Power Up, Power Down, Open/Close
Feature (NO GRABBER), Dual 10" Stainless Steel Float Shut Off
System/Rear Mounted, Debris Body Vacuum Relief System, Debris
Deflector Plate, 48" Dump Height (Single Axle w/1000 Gallon Capacity),
60" Dump Height (Tandem Axle w/1300 & 1500 Gallon Capacities), Water
Sight Gauge D/S & P/S, Liquid Float Level Indicator, SS Microstrainer Prior
to Blower, Debris Body Vacuum Relief System, Blower Air Shift Controls,
AUXILIARY COOLING PACKAGE FOR CHASSIS ENGINE - System provides
additional cooling for the chassis engine, by routing the chassis coolant
through a heat exchanger. AVAILABLE ON IH MAXXFORCE ENGINES
ONLY, 180 Degree Rotation Non Telescopic Boom, Front loading 8"
Suction Hose, Boom Transport Cradle, 60 GPM Variable Flow Water
System, 3" Y-Strainer @ Water Pump with 3" Drain Valve, Performance
Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd Pumps), Water Relief
Valve, 1", Midship Handgun Coupling, Side Mounted Water Pump, 400'x
1" Piranha Sewer Hose 2500 PSI, Hose Wind Guide (Dual Roller), Hose
Footage Counter Front Side Of Hose Reel-Mechanical, Hose Reel Manual
Hyd Extend/Retract, Hose Reel Chain Cover (Full), 15" Hydraulic

FILED

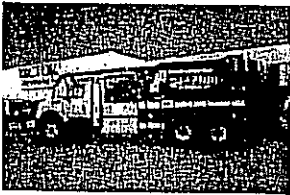
MAR 08 2012

EDDIE R. MYERS, CITY CLERK
By: Deputy Clerk

312,166.58

Forworth

SEC WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH OUR EQUIPMENT.

Line	Qty	Description	Unit Price	Ext. Price
		Telescoping & 270° Rotating Hose Reel (800'x 1" Piranha or Aeroquip Capacity) w/ Dual Controls, Tachometer - Chassis Engine w/Hourmeter, HOURMETER FOR WATER PUMP OPERATION, HOURMETER FOR PTO OPERATION, Tachometer & Hourmeter - Blower, Circuit Breakers, LED Lights, Clearance, Back Up, Stop, Tail & Turn, 1+1 Vector Manual-Partial Manual and CD Version, Tow Hooks, Front And Rear, Electronic Back-Up Alarm, Module Paint Wet-On-Wet (DuPont), 8" (15') Vacuum Pipe Package, Emergency Flare Kit, Fire Extinguisher 5 Lbs.		
				
2	1	DEBRIS BODY FLUSH OUT SYSTEM		
3	1	6" BUTTERFLY VALVE/REAR DOOR LOCATED 6:00 POSITION		
4	1	SUBMERSIBLE TRASH PUMP/ EXTERNAL MOUNTED - FORWARD WALL W/ FLOATING ARM/2.5 X 25' DRAIN HOSE AND HOSE HOLDER		
5	1	FOLDING PIPE RACK/CURBSIDE		
6	1	FOLDING PIPE RACK/STREET SIDE		
7	1	SPLASH SHIELD - BOLTED TO BODY FLANGE REAR DOOR		
8	1	LUBE MANIFOLD (INCLUDES OPTIONS 1023PA)		
9	1	LOW WATER LIGHT AND ALARM AND WATER PUMP FLOW INDICATOR-GPM		
10	1	1500 GALLON WATER CAPACITY - ADDITIONAL ON 15 YD UNITS 6X4 CHASSIS REQUIRED, WILL HAVE 80" DUMP HEIGHT (DEPENDING ON CHASSIS FRAME HEIGHT)		
11	1	ELECTRONIC BLOWER ENGAGEMENT FRONT STATION CONTROL-FOR 3000 AND 4000 SERIES TRANSMISSIONS SERIES ALLISON.		
12	1	8 FT. HYDRAULIC TELESCOPIC BOOM WITH 180 DEGREE ROTATION		
13	1	JOYSTICK CONTROL FOR BOOM FUNCTION (1) - FRONT		
14	1	80 GPM/2500 PSI WATER SYSTEM - ILO STD WATER SYSTEM		
15	1	ACCUMULATOR SYSTEM FOR JET RODDER WATER SYSTEM		
16	1	500' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)		
17	1	RODDER PUMP DRAIN VALVES (2)		
18	1	HANDGUN HOSE REEL - SPRING RETRACTABLE REEL WITH 50' HOSE ASSEMBLY		
19	1	TELESCOPING ROTATING HOSE REEL W/DUAL CONTROLS - CAPACITY: 600' X 1-1/4" AERO-QUIP OR 600' X 1-1/4" PIRANHA SEWER HOSE 800' X 1" SHARK SEWER HOSE 900' X 1" PIRANHA ARMOR BELT OR 900' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE 1000' X 1" AERO-QUIP OR 1000' X 1" PIRANHA SEWER HOSE		

SEC WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH OUR EQUIPMENT.

Line	Qty	Description	Unit Price	Ext. Price
20	1	SIGNAL-MASTER DIRECTIONAL ARROW ONE PIECE 10 LIGHTS - REAR		
21	1	HAND LIGHT WITH BUMPER PLUG		
22	1	FS DOT 3 - 6 LIGHT SYSTEM - ALL LED SYSTEM - 2 FED SIG MIRROR MOUNT STROBES, 2 MID-SHIP, 2 REAR MOUNTED OVAL LED QUAD FLASH STROBES		
23	1	LED WORK LIGHTS (2) ON ALL BOOMS		
24	1	46849MQ/16x12x18 FRONT BUMPER TOOLBOXES (2) PD or FAN 4X2 & 6X4 CHASSIS 1000, 1300, 1500 GALLON CAPACITIES		
25	1	46849DY/24W x 24H x 24D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1500 GALLON ONLY Located Rear of Boom Guard Area		
26	1	8" x 5' Aluminum Pipe Assy		
27	1	8" x 5' Aluminum Pipe Assy		
28	1	8" x 5' Aluminum Pipe Assy		
29	1	8" Quick Clamp Assy		
30	1	8" Quick Clamp Assy		
31	1	8" Quick Clamp Assy		
32	1	Kenworth - T440 - PSKT370A-2013 Tandem		
			SubTotal	\$312,166.58
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$312,166.58

SEC WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH OUR EQUIPMENT

P.D.BLOWER COMBINATION SEWER CLEANER

GENERAL SPECIFICATIONS

The machine will be used for removing sand, stones, bottles, cans, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high pressure water. The unit shall include a positive displacement (vacuum) blower and a hydraulically driven high pressure water pump. The machine shall be equipped with self-contained water supply as the water source for the high-pressure pump. The system shall have a capability of operating both vacuum and rodder simultaneously at rated operating pressure.

The machine shall include an enclosed and sealed body for storage of the collected debris and self-contained water supply as the water source for the high-pressure pump.

As it is the intent that this unit will have an anticipated life of ten years the manufacturer should answer the following general questions. Only bids from manufactures that have experience in manufacturing combination sewer cleaners will be considered.

How long has manufacturer been in the business of manufacturing?
combination sewer cleaners?

60+ YRS

How many units of this type has the manufacturer produced? 10000

X YES ___ NO

Is unit bid a current production model?

X YES ___ NO

Bidder has enclosed manufactures literature, specifications and all pertinent information concerning this bid?

X YES ___ NO

Bid proposal was filled out thoroughly and all pertinent information requested was provided and any deviations thoroughly explained?

X YES ___ NO

P.D. BLOWER COMBINATION SEWER CLEANER

DEBRIS BODY

The debris storage body shall be constructed of a minimum 3/16" corrosion and abrasion resistant steel with a minimum yield point of 50,000 PSI and a minimum tensile strength of 70,000 PSI.

yes

The body shall be round for maximum strength and have a minimum Volumetric capacity of 15 cubic yards

yes

The body shall have a rear door that is hinged at the top and is equipped with a replaceable neoprene seal to prevent leakage.

yes

Flat or domed style rear door with four (4) individual rod and receiver block type or 5 locks controlled by sequential door locking system. Door shall have hydraulic locks and door power up, power down, open/close feature.

yes

The body shall be supplied with a load level indicator to show when the body is loaded to capacity.

yes

The rear door shall be equipped with a 6" drain port and 10' body drain hose this allows operator to drain off excess liquids while retaining solids.

yes

Debris body shall be dumped by raising the body to a 50° utilizing a forward mounted, double acting hydraulic dump cylinder.

yes

The debris body shall be fixtured on an independent frame, separate from the chassis frame and mounted via a 3-point mounting system or shear plate mounted to allow flexing to occur without causing frame damage.

yes

To achieve best possible material separation and minimize material being discharged to atmosphere, the positive displacement blower shall draw air from 2 separate ports in the debris body.

yes

The body shall incorporate dual air ducting system a dual stainless steel ball float shutoff system W/high impact corrosion resistant screens or automatic vacuum breaker shut off with cover for protection.

Dump controls and accessory controls shall be provided at a central curbside location, directly behind the cab of the truck.

yes

Splash shield shall be provided.

yes

Cyclone separators shall be included.

yes

P.D.BLOWER COMBINATION SEWER CLEANER

A submersible trash pump must be included and be mounted on the exterior.

yes

Debris must be equipped with a flush out system.

yes

WATER TANKS

Water tanks must have a certified-metered capacity of 1500 gallons.

yes

The 1500 gallon capacity shall be achieved via multiple cylindrical cells.

yes

The aluminum water cells shall not require internal coatings and shall be easily repaired or patched if required.

yes

The cells shall be hung via steel or rubber lined "J" straps which allow the cells to easily be removed from the unit if required.

yes

The water cells shall be located beginning directly behind the cab of the truck and end at the very rear of the unit, thus providing the best possible weight distribution.

yes

The water tanks shall be adequately vented and connected to provide complete filling. A minimum 4" and 4" connection between tanks shall be provided.

yes

The water tanks shall be totally separate from the debris tanks and provide no structural support.

yes

All water cells shall be positioned at or below the frame of the unit, thus providing the best possible and lowest available center of gravity.

yes

The water tanks shall share no common walls with the debris tanks to prevent corrosion.

yes

The water tank shall come equipped with an anti-siphon device and 25' of hydrant fill hose and fittings. A water level sight gauge shall also be provided.

yes

The water tanks shall come supplied with a 2" "Y" pattern filter with an 80 mesh stainless steel strainer to filter the water before it enters the water tank.

yes

The water tanks shall carry a 10 year warranty against corrosion or cracking.

yes

P.D. BLOWER COMBINATION SEWER CLEANER

A low water alarm with light should be provided with unit.

yes

VACUUM SYSTEM

A positive displacement rotary lobe shall provide the vacuum.
A rotary lobe type blower capable of 4500 cfm inlet volume @ 0" Hg.,
3620 cfm @ 16" Hg and 2250 RPMs.

yes

The vacuum system shall incorporate a stainless steel final filter screen
and housing, located prior to the blower inlet for added protection.
For added protection to vacuum system, two vacuum reliefs shall be
incorporated, set at 16" Hg.

yes

yes

The blower, transfer case and hydraulic power shall be controlled by
air shift control, located in the cab, or hydrostatically.

yes

Electronic blower engagement front station control at hose reel

yes

VACUUM SYSTEM DRIVE

Blower shall be driven from the chassis engine via the transmission drive
shafts and heavy-duty split shaft transfer case, direct to blower with no
v-belts to maintain or adjust or hydrostatic drive Front PTO

yes

The blower will be provided with a silencer with exhaust above
the cab with rain cap.

yes

VACUUM SYSTEM PICK-UP HOSE

Shall be designed for front end operation with hose mounted and stored
at front mounted workstation. Front mounted location is desired for ease
of positioning vacuum hose as well as minimizing need for operator to
swing hose into traffic.

yes

All connections between debris body and vacuum system will be of the
self-adjusting pressure fitting type.

yes

All hose and tubes shall be 8" I.D. and will remain stationary and not
raise with debris body in order to minimize possibility of running
vacuum hose into power lines and low hanging branches. The upper
debris tube shall consist of an anchored steel tube for additional life.

yes

Unit shall have at least 30' of vacuum pipe.

yes

P.D.BLOWER COMBINATION SEWER CLEANER

Boom should be at least 8 feet in length and have telescoping abilities.

Yes

BOOM

The lift and swing movements shall be accomplished by cylinder or worm gear rotation. Gear and chain type rotations are not preferred due to maintenance considerations.

Yes

The boom shall be operated by an electric-over-hydraulic system which draws its power from hydraulic pump mounted to the transfer case or chassis engine.

Yes

The boom shall be hydraulically driven up, down, left and right directions. Boom shall be controlled by a remote push button control station by cable to the hydraulic power swing and lift cylinders.

Yes

The boom pendant control shall come equipped with control switches for all directions as well as a safety emergency shutdown button which automatically eliminates power to the boom.

Yes

A cab protection device with boom cradle, independent of cab that will protect cab and prevent boom sway while in transit.

Yes

Pipe extensions will be included to allow operator to clean to depths of 20'. This will include a 6'6" catch basin nozzle with a steel reinforced tip. Pipe should include sufficient adjustable over-center quick clamps to join the aluminum flanged suction pipe.

Yes

The vacuum hose will be mounted on a boom which will rotate a minimum of 180° and provide 179" of reach off the centerline of the unit.

Yes

Lights are to be provide and mounted to boom.

Yes

HIGH PRESSURE WATER PUMP

The water pump should be capable of smooth and pulsating flow.

Yes

The positive displacement, high-pressure water pump shall be a double acting, single piston pump hydraulically operated direct from a hydraulic pump or triplex pump.

Yes

The hydraulic flow to drive the water pump will be from a hydraulic

P.D. BLOWER COMBINATION SEWER CLEANER

oil pump driven by the heavy duty split shaft transfer case or PTO. The water pump shall operate with oil to water ratio of 1 to 1.

Yes

The rated design capacity of the high-pressure water pump shall be 100 GPM or 2500 PSI. This capacity shall insure long pump life.

Yes

The hydraulic pump and water pump shall be sized to allow the water system to operate at a minimum 60 GPM at 2000 PSI continuous duty operation.

Yes

Standard operation of the pump should produce 80 GPM @ 2500 PSI.

Yes

The water pump shall cycle approximately every 4 1/2 seconds. This pump cycle shall provide an automatic "Jack Hammer" action in the hose to assist the nozzle in breaking through obstructions.

Yes

The water pump location shall provide a flooded suction inlet to eliminate potential cavitation damage. The water pump location shall be certified by the pump manufacturer.

Yes

The high-pressure water pump will be designed so no damage will occur if run at normal operating pressure without water for 30 minutes. A certification by the original water pump manufacturer to operate in such a manner shall be provided.

Yes

The water pump shall have a 3" Y-type strainer with a minimum 80 mesh stainless steel filter media and a 3" water shutoff valve located in the water pump suction line.

Yes

Drain valves for the water pump are to be included.

Yes

The positive displacement water pump will have the capability to purge residual water out of the water system by pumping air through entire water system. Drain plugs will be provided in the bottom section of the water pump for complete cold weather draining.

Yes

The water pump shall be capable of maximum water pressure and flow while achieving maximum vacuum capability. The water pump shall operate independent of vacuum system.

Yes

An oil to water heat exchanger will be provided in the water system to

P.D. BLOWER COMBINATION SEWER CLEANER

cool all hydraulic fluids on the unit or air to oil.

State Rpm of water pump.

Water pump shall have capabilities of being engaged and disengaged from driving mechanism at the front control panel by turning on or off an electric switch, thus providing added control and safety.

Water system must have the ability to vary flow from zero to maximum system flow. Flow must be varied by a hydraulically controlled system. Any system that relies on the use of a manual ball valve is unacceptable. The use of a dump valve to achieve flow variation is also unacceptable.

YES

YES

YES

YES

FRONT MOUNTED HOSE REEL

Hose reel must be mounted to the front of the chassis of the truck.

Hose reel must be able to rotate 180 degrees and must stay within the headlights of the truck.

A hose reel assembly will be mounted on an independent frame which can be removed from brackets attached permanently to main truck frame members.

Hose reel will be manufactured out of 1/4" spun steel for added structural strength. This spun steel will require no internal or external reinforcements which could damage rodder hose.

Hose reel will be constructed to hydraulically extend forward 15", providing full access to the chassis engine. The hose reel extension function shall be provided via a hydraulic cylinder, not a manual jack.

Hose reel will have a minimum capacity of 800' of 1" I.D. rodder hose.

Hose reel will be driven via a hydraulic motor with a dual sprocket and chain system. The motor shall control the reel speed and forward or reverse rotation.

Hose reel will have a one inch rotating swivel joint that is adjustable and have replaceable seals on the inlet line to provide free rotation of hose reel.

All operating controls will be located on the hose reel.

YES

YES

YES

YES

YES

YES

YES

YES

YES

P.D. BLOWER COMBINATION SEWER CLEANER

HIGH PRESSURE JET HOSE

Jet hose will be supplied that is 1" I.D. and has operating pressure of 2500 PSI and a burst pressure of 6250 PSI. 500' of hose will be supplied with unit.

Yes

Two jet nozzles will come furnished with the unit. A 15° sand nozzle and a 30° sanitary nozzle shall be furnished. These nozzles should both be equipped with tungsten carbide orifices for added life.

Yes

A flexible hose guide will be provided with restraining rope, for protection of rodder hose and to provide help in locating nozzles in sewer lines.

Yes

HYDRAULIC SYSTEM

The hydraulic reservoir shall have a 50-gallon capacity. The hydraulic reservoir shall be baffled with a suction line filter.

Yes

The reservoir shall have an inspection hatch for maintenance.

Yes

An oil level sight gauge shall be supplied

Yes

The tank shall be totally modular component and easily removed from its storage area.

Yes

10-micron spin on type hydraulic filter shall be supplied

Yes

A lube manifold shall be included in the machine.

Yes

HANDGUN MANHOLE CLEANING SYSTEM

The positive displacement, double acting, single piston high pressure water pump will be utilized to supply 20 GPM at 600 PSI (relieved to protect operator) to the wash down handgun system.

Yes

A handgun will be supplied that comes equipped with 50' of 1/2" wire reinforced hose. The handgun shall come equipped with quick connect coupler. The hose reel should also be retractable.

Yes

Handgun system will include a midship connection that allow the operator to deliver water to area served by pick-up hose and to the inside of the debris body for clean out. The handgun should allow for changing of flow pattern from a fine mist to a steady stream.

Yes

P.D. BLOWER COMBINATION SEWER CLEANER

ELECTRICAL

The entire electrical system shall be vapor sealed to eliminate moisture damage to NEMA 4 (National Electrical Mfg. Assoc.) standards.

YES
YES

The electrical system shall require a multi-plex type system capable of troubleshooting, diagnostics, and on-board monitoring. In addition, the system shall incorporate safety inter-locks to prevent accidental system activation.

YES

The electrical system shall require a color display screen at the operator station capable of displaying all system diagnostics and gauges.

All electrical connections shall require no exposed wires or terminals.

YES

All light bulbs shall be shock mounted to eliminate bulb failure.

YES

All wiring shall be color coded and run in sealed terminal boxes.

YES

FRONT OPERATING STATION AND CONTROLS

Operator station will be located at the front of the truck at the right side of the hose reel.

YES

Controls and gauges to include:

YES

High pressure water pump on-off

YES

Hose reel forward-reverse valve

YES

Adjustable hose reel speed control

YES

Oil dampened water pressure gauge

YES

Boom controls

YES

Hose reel extend/retract control

Blower tachometer w/hour meter

Vacuum gauge

Digital color diagnostic control panel

Electronic E-Stop at each control station location

Digital Flow Meter located at front operator station

YES

MOUNTING

Unit will be mounted on approved truck chassis at the factory of body manufacturer.

YES

PAINT

P.D. BLOWER COMBINATION SEWER CLEANER

All metal surfaces shall be shot or sand blasted prior to painting.

Yes

All surfaces shall be cleaned by phosphorous wash process prior to painting

Yes

Module shall have a minimum of two and one half mil of suitable primer coat applied

Yes

Module shall have minimum of two and one half mil finish paint applied

Yes

Module and components shall be painted prior to assembly process

Yes

All hose and fittings, as well as electrical wires and connections shall not be painted.

Yes

ADDITIONAL ACCESSORIES

(2) front bumper toolboxes shall be provided.

Yes

(2) 18x24x24 Aluminum toolboxes to be included.

Yes

Rear-mounted traffic arrow board is to be provided.

Yes

Safety mirror strobes are to be mounted on truck.

Yes

Safety midship and rear alternating flashers are to be included.

Yes

DELIVERY AND PRICE

Total price of unit \$312,166.58

Delivery in days 180 - 220

Please list any preventative maintenance programs and/or guaranteed buy back programs that are available Listed on separate sheet

P.D.BLOWER COMBINATION SEWER CLEANER

MINIMUM CHASSIS SPECIFICATIONS

Engine & Equipment

330 HP Diesel Engine *Exceed- 370 HP*
Air compressor, 18.7 CFM with internal safety valve *yes*
Exhaust: RH under single DPF mounted in cab access with single vertical side of cab tailpipe. *yes*
Alternator 130 amp *Exceed- 160 AMP*
Batteries 3 threaded post 2100 CCA dual purpose *yes*
6 gallon DEF tank *yes*
Transmission & Clutch

3000RDS 6-speed with PTO drive gear Includes heat exchanger & oil level sensor. *yes*
Rugged Duty Series for vocational applications. Transynd transmission fluid.

Front Axle & Equipment

Front Axle 20,000 lbs.
Front brakes 16-1/2x6 in. 22,000lbs
Dust shields: all front axles
Front Springs flat leaf w/ graphite bronze bushings with seals
Front Shock Absorbers

yes to ALL

Rear Axle & Equipment

Dual Rear Axle 46,000
5.63 Rear Axle Ratio
Dual Rear Brakes 16-1/2x7 in. to 46,000 lbs
Dust shields: all rear axles
Haldex Goldseal longstroke 2-Drive Axles spring parking chambers
Gunit automatic rear slack adjusters
Organic SAE 80/90 Rear Axle Lube
54" axle spacing
Steel beams and bronze center bushings with bar pin adjustable end connections

yes to ALL

Tires & Wheels

Continental HTC 425/65R22.5 20 PLY Radial Front Tires or Equivalent
Continental HDL ECO Plus 11R22.5 16PLY Radial Rear Tires or Equivalent

yes to ALL

Frame & Equipment

260" Wheelbase

yes

P.D.BLOWER COMBINATION SEWER CLEANER

7/16X3-9/16X11-1/8 Inch Steel Frame
1/2 Inch C-Channel Inner Frame Reinforcement
71" Frame overhang
6" Integral Front Frame Extension
Battery box located on LH side.

yes to ALL

Fuel Tanks & Equip

Fuel tank 100 US Gal, 23" aluminum.

yes

Cab & Equipment

Cab: Curbed glass conventional
Cab heater with integral defrosters & A/C 45,000 btu cab heater.
DR seat Air Cushion Plus HB Cloth with dual armrest
RD seat toolbox plus HB cloth with dual armrest
Radio AM/FM/CD/weather band with LED lighting
LH and RH 8" Molded-In Color Convex mounted under primary mirrors

yes to ALL

Lights and Instruments

Circuit breakers replacing fuses
Air Dryer Bendix AD-IS heated

yes to ALL

PAINT UNIT WHITE

PLEASE DETAIL ALL WARRANTIES ON CHASSIS AND BODY

Please include reference list of users in area Listed on separate sheet

Please list any buyback programs available Listed on separate sheet

Please list any preventative maintenance programs available Listed on separate sheet

Does bidder offer ON SITE WARRANTY at NO COST yes?

Please list options for a 3 year and 5 year lease purchase Listed on separate sheet

Delivery in Days 180 - 220

Price \$ 312,166.58

Preventative Maintenance Program Cost Quarterly - \$3,000.00 / year

Bidder:

Company SANSOM Equipment Company

Representative Matt Vinson

Phone 251-631-3766



WATERS INTERNATIONAL TRUCKS, INC.

80 S & K DRIVE

P.O. BOX 831

HATTIESBURG, MS 39402

PHONE: 601-544-7401 FAX: 601-544-7478

Sales - Parts - Service

VL

March 8th, 2012

City of Hattiesburg
Office of City Clerk
P.O. Box 1898
Hattiesburg, MS 39401

We are pleased to provide the following quotation in response to your bid request
For **ONE (1) New 2013 Positive Displacement Blower Combination Sewer Cleaner**
for the Sewer Division, City of Hattiesburg:

(1) 2013 International 7400 SBA 6x4 Cab & Chassis, per your specifications,

(2) Vac-Con Combination Sewer Cleaner

FILED

MAR 08 2012

EDDIE B. MEERS, CITY CLERK
BY: [Signature]
Deputy Clerk

12 yd

Total Unit Price:

\$303,199.24

Option for Upgrade to 7500 6X4 350 HP

\$2641.04

Delivery to the City of Hattiesburg, MS within 120 days after receipt of purchase order.

Please feel free to call upon me should you have any questions regarding this bid.

See attached deviation explanation sheet as per truck body specs. Mfg. guidelines.

Thank you,

Vaughan Waters
Waters International Trucks
80 S&K drive
Hattiesburg MS 39402
O: 601-544-7401

P.D.BLOWER COMBINATION SEWER CLEANER

GENERAL SPECIFICATIONS

The machine will be used for removing sand, stones, bottles, cans, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high pressure water. The unit shall include a positive displacement (vacuum) blower and a hydraulically driven high pressure water pump. The machine shall be equipped with self-contained water supply as the water source for the high-pressure pump. The system shall have a capability of operating both vacuum and rodder simultaneously at rated operating pressure.

The machine shall include an enclosed and sealed body for storage of the collected debris and self-contained water supply as the water source for the high-pressure pump.

As it is the intent that this unit will have an anticipated life of ten years the manufacturer should answer the following general questions. Only bids from manufactures that have experience in manufacturing combination sewer cleaners will be considered.

How long has manufacturer been in the business of manufacturing?
combination sewer cleaners?

25 YRS

How many units of this type has the manufacturer produced?

6000
YES NO

Is unit bid a current production model?

☒ YES NO

Bidder has enclosed manufactures literature, specifications and all pertinent information concerning this bid?

☒ YES NO

Bid proposal was filled out thoroughly and all pertinent information requested was provided and any deviations thoroughly explained?

☒ YES NO

P.D. BLOWER COMBINATION SEWER CLEANER

DEBRIS BODY

The debris storage body shall be constructed of a minimum 3/16" corrosion and abrasion resistant steel with a minimum yield point of 50,000 PSI and a minimum tensile strength of 70,000 PSI.

COMPLY

The body shall be round for maximum strength and have a minimum Volumetric capacity of 15 cubic yards

12 YARDS

The body shall have a rear door that is hinged at the top and is equipped with a replaceable neoprene seal to prevent leakage.

COMPLY

Flat or domed style rear door with four (4) individual rod and receiver block type or 5 locks controlled by sequential door locking system. Door shall have hydraulic locks and door power up, power down, open/close feature.

COMPLY

The body shall be supplied with a load level indicator to show when the body is loaded to capacity.

COMPLY

The rear door shall be equipped with a 6" drain port and 10' body drain hose this allows operator to drain off excess liquids while retaining solids.

COMPLY

Debris body shall be dumped by raising the body to a 50° utilizing a forward mounted, double acting hydraulic dump cylinder.

EXCEED
60°

The debris body shall be fixtured on an independent frame, separate from the chassis frame and mounted via a 3-point mounting system or shear plate mounted to allow flexing to occur without causing frame damage.

COMPLY

To achieve best possible material separation and minimize material ... being discharged to atmosphere, the positive displacement blower shall draw air from 2 separate ports in the debris body.

COMPLY

The body shall incorporate dual air ducting system a dual stainless steel ball float shutoff system W/high impact corrosion resistant screens or automatic vacuum breaker shut off with cover for protection.

Dump controls and accessory controls shall be provided at a central curbside location, directly behind the cab of the truck.

COMPLY

Splash shield shall be provided.

COMPLY

Cyclone separators shall be included.

COMPLY

P.D. BLOWER COMBINATION SEWER CLEANER

A submersible trash pump must be included and be mounted on the exterior.

COMPLY

Debris must be equipped with a flush out system.

COMPLY

WATER TANKS

Water tanks must have a certified-metered capacity of 1500 gallons.

COMPLY
RECTANGULAR AND
TRIANGULAR

The 1500 gallon capacity shall be achieved via multiple cylindrical cells.

The aluminum water cells shall not require internal coatings and shall be easily repaired or patched if required.

POLYETHYLENE NON METALL
WATER TANKS TO BE
SUPPLIED AS SPECIFIED

The cells shall be hung via steel or rubber lined "J" straps which allow the cells to easily be removed from the unit if required.

CELLS SUPPORTED AND
PROTECTED BY STEEL
SKID PLATES

The water cells shall be located beginning directly behind the cab of the truck and end at the very rear of the unit, thus providing the best possible weight distribution.

COMPLY

The water tanks shall be adequately vented and connected to provide complete filling. A minimum 4" and 4" connection between tanks shall be provided.

COMPLY

The water tanks shall be totally separate from the debris tanks and provide no structural support.

COMPLY

All water cells shall be positioned at or below the frame of the unit, thus providing the best possible and lowest available center of gravity.

COMPLY

The water tanks shall share no common walls with the debris tanks to prevent corrosion.

COMPLY

The water tank shall come equipped with an anti-siphon device and 25' of hydrant fill hose and fittings. A water level sight gauge shall also be provided.

COMPLY

The water tanks shall come supplied with a 2" y pattern filter with an 80 mesh stainless steel strainer to filter the water before it enters the water tank.

COMPLY

The water tanks shall carry a 10 year warranty against corrosion or cracking.

COMPLY

P.D.BLOWER COMBINATION SEWER CLEANER

A low water alarm with light should be provided with unit.

COMPLY

VACUUM SYSTEM

A positive displacement rotary lobe shall provide the vacuum.
A rotary lobe type blower capable of 4500 cfm inlet volume @ 0" Hg.,
3620 cfm @ 16" Hg and 2250 RPMs.

EXCEED 18" Hg

The vacuum system shall incorporate a stainless steel final filter screen
and housing, located prior to the blower inlet for added protection.
For added protection to vacuum system, two vacuum reliefs shall be
incorporated, set at 16" Hg:

COMPLY

EXCEED 18" Hg

The blower, transfer case and hydraulic power shall be controlled by
air shift control, located in the cab, or hydrostatically.

COMPLY

Electronic blower engagement front station control at hose reel

COMPLY

VACUUM SYSTEM DRIVE

Blower shall be driven from the chassis engine via the transmission drive
shafts and heavy-duty split shaft transfer case, direct to blower with no
v-belts to maintain or adjust or hydrostatic drive Front PTO

COMPLY

The blower will be provided with a silencer with exhaust above
the cab with rain cap.

COMPLY

VACUUM SYSTEM PICK-UP HOSE

Shall be designed for front end operation with hose mounted and stored
at front mounted workstation. Front mounted location is desired for ease
of positioning vacuum hose as well as minimizing need for operator to
swing hose into traffic.

COMPLY

All connections between debris body and vacuum system will be of the
self-adjusting pressure fitting type.

COMPLY

All hose and tubes shall be 8" I.D. and will remain stationary and not
raise with debris body in order to minimize possibility of running
vacuum hose into power lines and low hanging branches. The upper
debris tube shall consist of an anchored steel tube for additional life.

COMPLY

Unit shall have at least 30' of vacuum pipe.

COMPLY

P.D.BLOWER COMBINATION SEWER CLEANER

Boom should be at least 8 feet in length and have telescoping abilities.

EXCEED 10' BOOM

BOOM

The lift and swing movements shall be accomplished by cylinder or worm gear rotation. Gear and chain type rotations are not preferred due to maintenance considerations.

COMPLY

The boom shall be operated by an electric-over-hydraulic system which draws its power from hydraulic pump mounted to the transfer case or chassis engine.

COMPLY

The boom shall be hydraulically driven up, down, left and right directions. Boom shall be controlled by a remote push button control station by cable to the hydraulic power swing and lift cylinders.

COMPLY

The boom pendant control shall come equipped with control switches for all directions as well as a safety emergency shutdown button which automatically eliminates power to the boom.

COMPLY

A cab protection device with boom cradle, independent of cab that will protect cab and prevent boom sway while in transit.

COMPLY

Pipe extensions will be included to allow operator to clean to depths of 20'. This will include a 6'6" catch basin nozzle with a steel reinforced tip. Pipe should include sufficient adjustable over-center quick clamps to join the aluminum flanged suction pipe.

COMPLY

The vacuum hose will be mounted on a boom which will rotate a minimum of 180° and provide 179" of reach off the centerline of the unit.

COMPLY

Lights are to be provide and mounted to boom.

COMPLY

HIGH PRESSURE WATER PUMP

The water pump should be capable of smooth and pulsating flow.

COMPLY

The positive displacement, high-pressure water pump shall be a double acting, single piston pump hydraulically operated direct from a hydraulic pump or triplex pump.

COMPLY

The hydraulic flow to drive the water pump will be from a hydraulic

P.D. BLOWER COMBINATION SEWER CLEANER

oil pump driven by the heavy duty split shaft transfer case or PTO. The water pump shall operate with oil to water ratio of 1 to 1.

COMPLY

The rated design capacity of the high-pressure water pump shall be 100 GPM or 2500 PSI. This capacity shall insure long pump life.

COMPLY

The hydraulic pump and water pump shall be sized to allow the water system to operate at a minimum 60 GPM at 2000 PSI continuous duty operation.

COMPLY

Standard operation of the pump should produce 80 GPM @ 2500 PSI.

COMPLY

The water pump shall cycle approximately every 4 1/2 seconds. This pump cycle shall provide an automatic "Jack Hammer" action in the hose to assist the nozzle in breaking through obstructions.

PULSATION FEATURE
IN LIEU OF CYCLE

COMPLY

The water pump location shall provide a flooded suction inlet to eliminate potential cavitation damage. The water pump location shall be certified by the pump manufacturer.

COMPLY

The high-pressure water pump will be designed so no damage will occur if run at normal operating pressure without water for 30 minutes. A certification by the original water pump manufacturer to operate in such a manner shall be provided.

COMPLY

The water pump shall have a 3" Y-type strainer with a minimum 80 mesh stainless steel filter media and a 3" water shutoff valve located in the water pump suction line.

COMPLY

Drain valves for the water pump are to be included.

COMPLY

The positive displacement water pump will have the capability to purge residual water out of the water system by pumping air through entire water system. Drain plugs will be provided in the bottom section of the water pump for complete cold weather draining.

COMPLY

The water pump shall be capable of maximum water pressure and flow while achieving maximum vacuum capability. The water pump shall operate independent of vacuum system.

COMPLY

An oil to water heat exchanger will be provided in the water system to

P.D.BLOWER COMBINATION SEWER CLEANER

cool all hydraulic fluids on the unit or air to oil.

COMPLY

State Rpm of water pump.

375

Water pump shall have capabilities of being engaged and disengaged from driving mechanism at the front control panel by turning on or off an electric switch, thus providing added control and safety.

COMPLY

Water system must have the ability to vary flow from zero to maximum system flow. Flow must be varied by a hydraulically controlled system. Any system that relies on the use of a manual ball valve is unacceptable. The use of a dump valve to achieve flow variation is also unacceptable.

COMPLY

FRONT MOUNTED HOSE REEL

Hose reel must be mounted to the front of the chassis of the truck.

COMPLY

Hose reel must be able to rotate 180 degrees and must stay within the headlights of the truck.

COMPLY

A hose reel assembly will be mounted on an independent frame which can be removed from brackets attached permanently to main truck frame members.

COMPLY

Hose reel will be manufactured out of 1/4" spun steel for added structural strength. This spun steel will require no internal or external reinforcements which could damage rodder hose.

COMPLY

Hose reel will be constructed to hydraulically extend forward 15", providing full access to the chassis engine. The hose reel extension function shall be provided via a hydraulic cylinder, not a manual jack.

COMPLY

Hose reel will have a minimum capacity of 800' of 1" I.D. rodder hose.

COMPLY

Hose reel will be driven via a hydraulic motor with a dual sprocket and chain system. The motor shall control the reel speed and forward or reverse rotation.

COMPLY

Hose reel will have a one inch rotating swivel joint that is adjustable and have replaceable seals on the inlet line to provide free rotation of hose reel.

EXCEED 1 1/4"

All operating controls will be located on the hose reel.

COMPLY

P.D.BLOWER COMBINATION SEWER CLEANER

HIGH PRESSURE JET HOSE

Jet hose will be supplied that is 1" I.D. and has operating pressure of 2500 PSI and a burst pressure of 6250 PSI. 500' of hose will be supplied with unit.

COMPLY

Two jet nozzles will come furnished with the unit. A 15° sand nozzle and a 30° sanitary nozzle shall be furnished. These nozzles should both be equipped with tungsten carbide orifices for added life.

CERAMIC ORIFICES

EXCEED

A flexible hose guide will be provided with restraining rope, for protection of rodder hose and to provide help in locating nozzles in sewer lines.

COMPLY

HYDRAULIC SYSTEM

The hydraulic reservoir shall have a 50-gallon capacity. The hydraulic reservoir shall be baffled with a suction line filter.

EXCEED 55 GALLONS

The reservoir shall have an inspection hatch for maintenance.

COMPLY

An oil level sight gauge shall be supplied

COMPLY

The tank shall be totally modular component and easily removed from its storage area.

COMPLY

10-micron spin on type hydraulic filter shall be supplied

COMPLY

A lube manifold shall be included in the machine.

COMPLY

HANDGUN MANHOLE CLEANING SYSTEM

The positive displacement, double acting, single piston high pressure water pump will be utilized to supply 20 GPM at 600 PSI (relieved to protect operator) to the wash down handgun system.

COMPLY

A handgun will be supplied that comes equipped with 50' of 1/2" wire reinforced hose. The handgun shall come equipped with quick connect coupler. The hose reel should also be retractable.

COMPLY

Handgun system will include a midship connection that allow the operator to deliver water to area served by pick-up hose and to the inside of the debris body for clean out. The handgun should allow for changing of flow pattern from a fine mist to a steady stream.

COMPLY

P.D. BLOWER COMBINATION SEWER CLEANER

ELECTRICAL

The entire electrical system shall be vapor sealed to eliminate moisture damage to NEMA 4 (National Electrical Mfg. Assoc.) standards.

COMPLY
OMNIBUS
COMPLY

The electrical system shall require a multi-plex type system capable of troubleshooting, diagnostics, and on-board monitoring. In addition, the system shall incorporate safety inter-locks to prevent accidental system activation.

OMNIBUS
COMPLY

The electrical system shall require a color display screen at the operator station capable of displaying all system diagnostics and gauges.

All electrical connections shall require no exposed wires or terminals.

COMPLY

All light bulbs shall be shock mounted to eliminate bulb failure.

COMPLY

All wiring shall be color coded and run in sealed terminal boxes.

COMPLY

FRONT OPERATING STATION AND CONTROLS

Operator station will be located at the front of the truck at the right side of the hose reel.

COMPLY

Controls and gauges to include:

High pressure water pump on-off

COMPLY

Hose reel forward-reverse valve

COMPLY

Adjustable hose reel speed control

COMPLY

Oil dampened water pressure gauge

COMPLY

Boom controls

COMPLY

Hose reel extend/retract control

COMPLY

Blower tachometer w/hour meter

COMPLY

Vacuum gauge

COMPLY

Digital color diagnostic control panel

COMPLY

Electronic E-Stop at each control station location

COMPLY

Digital Flow Meter located at front operator station

COMPLY

COMPLY

MOUNTING

Unit will be mounted on approved truck chassis at the factory of body manufacturer.

COMPLY

PAINT

P.D.BLOWER COMBINATION SEWER CLEANER

All metal surfaces shall be shot or sand blasted prior to painting.

COMPLY

All surfaces shall be cleaned by phosphorous wash process prior to painting

COMPLY

Module shall have a minimum of two and one half mil of suitable primer coat applied

COMPLY

Module shall have minimum of two and one half mil finish paint applied

COMPLY

Module and components shall be painted prior to assembly process

COMPLY

All hose and fittings, as well as electrical wires and connections shall not be painted.

COMPLY

ADDITIONAL ACCESSORIES

(2) front bumper toolboxes shall be provided.

16X42X96
BEHIND CAB IN LIEU OF BUMPER

(2) 18x24x24 Aluminum toolboxes to be included.

35X14X24

Rear-mounted traffic arrow board is to be provided.

COMPLY

Safety mirror strobes are to be mounted on truck.

COMPLY

Safety midship and rear alternating flashers are to be included.

COMPLY

DELIVERY AND PRICE

Total price of unit \$303,199.24

Delivery in days 60-120

Please list any preventative maintenance programs and/or guaranteed buy back programs that are available BI MONTHLY INSPECTION
AT CITY FACILITY AT NO CHARGE

P.D. BLOWER COMBINATION SEWER CLEANER

MINIMUM CHASSIS SPECIFICATIONS

Engine & Equipment

330 HP Diesel Engine
Air compressor, 18.7 CFM with internal safety valve
Exhaust: RH under single DPF mounted in cab access with single vertical side of cab tailpipe.
Alternator 130 amp
Batteries 3 threaded post 2100 CCA dual purpose
6 gallon DEF tank
Transmission & Clutch

3000RDS 6-speed with PTO drive gear Includes heat exchanger & oil level sensor.
Rugged Duty Series for vocational applications. Transynd transmission fluid

Front Axle & Equipment

Front Axle 20,000 lbs.
Front brakes 16-1/2x6 in. 22,000lbs
Dust shields: all front axles
Front Springs flat leaf w/ graphite bronze bushings with seals
Front Shock Absorbers

Rear Axle & Equipment

Dual Rear Axle 46,000
5.63 Rear Axle Ratio
Dual Rear Brakes 16-1/2x7 in. to 46,000 lbs
Dust shields: all rear axles
Haldex Goldseal longstroke 2-Drive Axles spring parking chambers
Gunitite automatic rear slack adjusters
Organic SAE 80/90 Rear Axle Lube
54" axle spacing
Steel beams and bronze center bushings with bar pin adjustable end connections

Tires & Wheels

Continental HTC 425/65R22.5 20 PLY Radial Front Tires or Equivalent
Continental HDL ECO Plus 11R22.5 16PLY Radial Rear Tires or Equivalent

Frame & Equipment

260" Wheelbase

P.D. BLOWER COMBINATION SEWER CLEANER

7/16X3-9/16X11-1/8 Inch Steel Frame
3/4 Inch C-Channel Inner Frame Reinforcement
71" Frame overhang
6" Integral Front Frame Extension
Battery box located on LH side.

Fuel Tanks & Equip

Fuel tank 100 US Gal, 23" aluminum.

Cab & Equipment

Cab: Curbed glass conventional
Cab heater with integral defrosters & A/C 45,000 btu cab heater.
DR seat Air Cushion Plus HB Cloth with dual armrest
RD seat toolbox plus HB cloth with dual armrest
Radio AM/FM/CD/weather band with LED lighting
LH and RH 8" Molded-In Color Convex mounted under primary mirrors

Lights and Instruments

Circuit breakers replacing fuses
Air Dryer Bendix AD-IS heated

PAINT UNIT WHITE

PLEASE DETAIL ALL WARRANTIES ON CHASSIS AND BODY

Please include reference list of users in area INCLUDED

Please list any buyback programs available NOT AVAILABLE ON LEASE PURCHASE

Please list any preventative maintenance programs available BI-MONTHLY INSPECTION NO CHARGE

Does bidder offer ON SITE WARRANTY at NO COST YES. BUT, BODY ONLY.

Please list options for a 3 year and 5 year lease purchase SEE ATTACHED

Delivery in Days 60-120

Price \$ 303,199.24

Preventative Maintenance Program Cost NO CHARGE

Bidder:

Company WATERS INTERNATIONAL TRUCKS

Representative VAUGHAN WATERS

Phone 601-544-7401

P.D.BLOWER COMBINATION SEWER CLEANER

7/16X3-9/16X11-1/8 Inch Steel Frame
1/2 Inch C-Channel Inner Frame Reinforcement
71" Frame overhang
6" Integral Front Frame Extension
Battery box located on LH side.

Fuel Tanks & Equip

Fuel tank 100 US Gal, 23" aluminum.

Cab & Equipment

Cab: Curbed glass conventional
Cab heater with integral defrosters & A/C 45,000 btu cab heater.
DR seat Air Cushion Plus HB Cloth with dual armrest
RD seat toolbox plus HB cloth with dual armrest
Radio AM/FM/CD/weather band with LED lighting
LH and RH 8" Molded-In Color Convex mounted under primary mirrors

Lights and Instruments

Circuit breakers replacing fuses
Air Dryer Bendix AD-IS heated

PAINT UNIT WHITE

PLEASE DETAIL ALL WARRANTIES ON CHASSIS AND BODY

Please include reference list of users in area INCLUDED

Please list any buyback programs available NOT AVAILABLE ON LEASE PURCHASE

Please list any preventative maintenance programs available BI-MONTHLY INSPECTION NO CHARGE

Does bidder offer ON SITE WARRANTY at NO COST YES VACUUM MODULE ONLY

Please list options for a 3 year and 5 year lease purchase SEE ATTACHED

Delivery in Days 60-120 CR

Price \$ 303,900.00

Preventative Maintenance Program Cost NO CHARGE

Bidder:

Company COVINGTON SALES & SERVICE, INC.

Representative Chris Kinchen

Phone 1-800-349-8000 CHRIS KINCEN

FILED

MAR 08 2012

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

P.D.BLOWER COMBINATION SEWER CLEANER

GENERAL SPECIFICATIONS

The machine will be used for removing sand, stones, bottles, cans, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high pressure water. The unit shall include a positive displacement (vacuum) blower and a hydraulically driven high pressure water pump. The machine shall be equipped with self-contained water supply as the water source for the high-pressure pump. The system shall have a capability of operating both vacuum and rodder simultaneously at rated operating pressure.

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As it is the intent that this unit will have an anticipated life of ten years the manufacturer should answer the following general questions. Only bids from manufactures that have experience in manufacturing combination sewer cleaners will be considered.

How long has manufacturer been in the business of manufacturing?
combination sewer cleaners?

25 YRS

How many units of this type has the manufacturer produced?

6000
YES NO

Is unit bid a current production model?

☒ YES NO

Bidder has enclosed manufactures literature, specifications and all pertinent information concerning this bid?

☒ YES NO

Bid proposal was filled out thoroughly and all pertinent information requested was provided and any deviations thoroughly explained?

☒ YES NO

P.D.BLOWER COMBINATION SEWER CLEANER

DEBRIS BODY

The debris storage body shall be constructed of a minimum 3/16" corrosion and abrasion resistant steel with a minimum yield point of 50,000 PSI and a minimum tensile strength of 70,000 PSI.

COMPLY

The body shall be round for maximum strength and have a minimum Volumetric capacity of 15 cubic yards

12 YARDS

The body shall have a rear door that is hinged at the top and is equipped with a replaceable neoprene seal to prevent leakage.

COMPLY

Flat or domed style rear door with four (4) individual rod and receiver block type or 5 locks controlled by sequential door locking system. Door shall have hydraulic locks and door power up, power down, open/close feature.

COMPLY

The body shall be supplied with a load level indicator to show when the body is loaded to capacity.

COMPLY

The rear door shall be equipped with a 6" drain port and 10' body drain hose this allows operator to drain off excess liquids while retaining solids.

COMPLY

Debris body shall be dumped by raising the body to a 50° utilizing a forward mounted, double acting hydraulic dump cylinder.

EXCEED
60°

The debris body shall be fixtured on an independent frame, separate from the chassis frame and mounted via a 3-point mounting system or shear plate mounted to allow flexing to occur without causing frame damage.

COMPLY

To achieve best possible material separation and minimize material being discharged to atmosphere, the positive displacement blower shall draw air from 2 separate ports in the debris body.

COMPLY

The body shall incorporate dual air ducting system a dual stainless steel ball float shutoff system W/high impact corrosion resistant screens or automatic vacuum breaker shut off with cover for protection.

Dump controls and accessory controls shall be provided at a central curbside location, directly behind the cab of the truck.

COMPLY

Splash shield shall be provided.

COMPLY

Cyclone separators shall be included.

COMPLY

P.D.BLOWER COMBINATION SEWER CLEANER

A submersible trash pump must be included and be mounted on the exterior.

COMPLY

Debris must be equipped with a flush out system.

COMPLY

WATER TANKS

Water tanks must have a certified-metered capacity of 1500 gallons.

COMPLY
RECTANGULAR AND
TRIANGULAR

The 1500 gallon capacity shall be achieved via multiple cylindrical cells.

POLYETHYLENE NON METAL
WATER TANKS TO BE
SUPPLIED AS SPECIFIED

X The aluminum water cells shall not require internal coatings and shall be easily repaired or patched if required.

CELLS SUPPORTED AND
PROTECTED BY STEEL
SKID PLATES AND STRAPS

X The cells shall be hung via steel or rubber lined "J" straps which allow the cells to easily be removed from the unit if required.

The water cells shall be located beginning directly behind the cab of the truck and end at the very rear of the unit, thus providing the best possible weight distribution.

COMPLY

The water tanks shall be adequately vented and connected to provide complete filling. A minimum 4" and 4" connection between tanks shall be provided.

COMPLY

The water tanks shall be totally separate from the debris tanks and provide no structural support.

COMPLY

All water cells shall be positioned at or below the frame of the unit, thus providing the best possible and lowest available center of gravity.

COMPLY

The water tanks shall share no common walls with the debris tanks to prevent corrosion.

COMPLY

The water tank shall come equipped with an anti-siphon device and 25' of hydrant fill hose and fittings. A water level sight gauge shall also be provided.

COMPLY

The water tanks shall come supplied with a 2" pattern filter with an 80 mesh stainless steel strainer to filter the water before it enters the water tank.

COMPLY

The water tanks shall carry a 10 year warranty against corrosion or cracking.

COMPLY

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A low water alarm with light should be provided with unit.

COMPLY

VACUUM SYSTEM

A positive displacement rotary lobe shall provide the vacuum.
A rotary lobe type blower capable of 4500 cfm inlet volume @ 0" Hg.,
3620 cfm @ 16" Hg and 2250 RPMs.

EXCEED 18" Hg

The vacuum system shall incorporate a stainless steel final filter screen
and housing, located prior to the blower inlet for added protection.
For added protection to vacuum system, two vacuum reliefs shall be
incorporated, set at 16" Hg.

COMPLY

EXCEED 18" Hg

The blower, transfer case and hydraulic power shall be controlled by
air shift control, located in the cab, or hydrostatically.

COMPLY

Electronic blower engagement front station control at hose reel

COMPLY

VACUUM SYSTEM DRIVE

Blower shall be driven from the chassis engine via the transmission drive
shafts and heavy-duty split shaft transfer case, direct to blower with no
v-belts to maintain or adjust or hydrostatic drive Front PTO

COMPLY

The blower will be provided with a silencer with exhaust above
the cab with rain cap.

COMPLY

VACUUM SYSTEM PICK-UP HOSE

Shall be designed for front end operation with hose mounted and stored
at front mounted workstation. Front mounted location is desired for ease
of positioning vacuum hose as well as minimizing need for operator to
swing hose into traffic.

COMPLY

All connections between debris body and vacuum system will be of the
self-adjusting pressure fitting type.

COMPLY

All hose and tubes shall be 8" I.D. and will remain stationary and not
raise with debris body in order to minimize possibility of running
vacuum hose into power lines and low hanging branches. The upper
debris tube shall consist of an anchored steel tube for additional life.

COMPLY

Unit shall have at least 30' of vacuum pipe.

COMPLY

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Boom should be at least 8 feet in length and have telescoping abilities.

EXCEED 10' BOOM

BOOM

The lift and swing movements shall be accomplished by cylinder or worm gear rotation. Gear and chain type rotations are not preferred due to maintenance considerations.

COMPLY

The boom shall be operated by an electric-over-hydraulic system which draws its power from hydraulic pump mounted to the transfer case or chassis engine.

COMPLY

The boom shall be hydraulically driven up, down, left and right directions. Boom shall be controlled by a remote push button control station by cable to the hydraulic power swing and lift cylinders.

COMPLY

The boom pendant control shall come equipped with control switches for all directions as well as a safety emergency shutdown button which automatically eliminates power to the boom.

COMPLY

A cab protection device with boom cradle, independent of cab that will protect cab and prevent boom sway while in transit.

COMPLY

Pipe extensions will be included to allow operator to clean to depths of 20'. This will include a 6'6" catch basin nozzle with a steel reinforced tip. Pipe should include sufficient adjustable over-center quick clamps to join the aluminum flanged suction pipe.

COMPLY

The vacuum hose will be mounted on a boom which will rotate a minimum of 180° and provide 179" of reach off the centerline of the unit.

COMPLY

Lights are to be provide and mounted to boom.

COMPLY

HIGH PRESSURE WATER PUMP

The water pump should be capable of smooth and pulsating flow.

COMPLY

The positive displacement, high-pressure water pump shall be a double acting, single piston pump hydraulically operated direct from a hydraulic pump or triplex pump.

COMPLY

The hydraulic flow to drive the water pump will be from a hydraulic

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oil pump driven by the heavy duty split shaft transfer case or PTO. The water pump shall operate with oil to water ratio of 1 to 1.

AUXILIARY ENGINE

The rated design capacity of the high-pressure water pump shall be 100 GPM or 2500 PSI. This capacity shall insure long pump life.

COMPLY

The hydraulic pump and water pump shall be sized to allow the water system to operate at a minimum 60 GPM at 2000 PSI continuous duty operation.

COMPLY

Standard operation of the pump should produce 80 GPM @ 2500 PSI.

COMPLY

The water pump shall cycle approximately every 4 1/2 seconds. This pump cycle shall provide an automatic "Jack Hammer" action in the hose to assist the nozzle in breaking through obstructions.

PULSATION FEATURE
IN LIEU OF CYCLE

COMPLY

The water pump location shall provide a flooded suction inlet to eliminate potential cavitation damage. The water pump location shall be certified by the pump manufacturer.

COMPLY

The high-pressure water pump will be designed so no damage will occur if run at normal operating pressure without water for 30 minutes. A certification by the original water pump manufacturer to operate in such a manner shall be provided.

COMPLY

The water pump shall have a 3" Y-type strainer with a minimum 80 mesh stainless steel filter media and a 3" water shutoff valve located in the water pump suction line.

COMPLY

Drain valves for the water pump are to be included.

COMPLY

The positive displacement water pump will have the capability to purge residual water out of the water system by pumping air through entire water system. Drain plugs will be provided in the bottom section of the water pump for complete cold weather draining.

COMPLY

The water pump shall be capable of maximum water pressure and flow while achieving maximum vacuum capability. The water pump shall operate independent of vacuum system.

COMPLY

An oil to water heat exchanger will be provided in the water system to

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cool all hydraulic fluids on the unit or air to oil.

COMPLY

State Rpm of water pump.

375

Water pump shall have capabilities of being engaged and disengaged from driving mechanism at the front control panel by turning on or off an electric switch, thus providing added control and safety.

COMPLY

Water system must have the ability to vary flow from zero to maximum system flow. Flow must be varied by a hydraulically controlled system. Any system that relies on the use of a manual ball valve is unacceptable. The use of a dump valve to achieve flow variation is also unacceptable.

COMPLY

FRONT MOUNTED HOSE REEL

Hose reel must be mounted to the front of the chassis of the truck.

COMPLY

Hose reel must be able to rotate 180 degrees and must stay within the headlights of the truck.

COMPLY

A hose reel assembly will be mounted on an independent frame which can be removed from brackets attached permanently to main truck frame members.

COMPLY

Hose reel will be manufactured out of 1/4" spun steel for added structural strength. This spun steel will require no internal or external reinforcements which could damage rodder hose.

COMPLY

Hose reel will be constructed to hydraulically extend forward 15", providing full access to the chassis engine. The hose reel extension function shall be provided via a hydraulic cylinder, not a manual jack.

COMPLY

Hose reel will have a minimum capacity of 800' of 1" I.D. rodder hose.

COMPLY

Hose reel will be driven via a hydraulic motor with a dual sprocket and chain system. The motor shall control the reel speed and forward or reverse rotation.

COMPLY

Hose reel will have a one inch rotating swivel joint that is adjustable and have replaceable seals on the inlet line to provide free rotation of hose reel.

EXCEED 1 1/4"

All operating controls will be located on the hose reel.

COMPLY

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HIGH PRESSURE JET HOSE

Jet hose will be supplied that is 1" I.D. and has operating pressure of 2500 PSI and a burst pressure of 6250 PSI. 500' of hose will be supplied with unit.

COMPLY

Two jet nozzles will come furnished with the unit. A 15° sand nozzle and a 30° sanitary nozzle shall be furnished. These nozzles should both be equipped with tungsten carbide orifices for added life.

CERAMIC ORIFICES
EXCEED

A flexible hose guide will be provided with restraining rope, for protection of rodder hose and to provide help in locating nozzles in sewer lines.

COMPLY

HYDRAULIC SYSTEM

The hydraulic reservoir shall have a 50-gallon capacity. The hydraulic reservoir shall be baffled with a suction line filter.

EXCEED 55 GALLONS

The reservoir shall have an inspection hatch for maintenance.

COMPLY

An oil level sight gauge shall be supplied

COMPLY

The tank shall be totally modular component and easily removed from its storage area.

COMPLY

10-micron spin on type hydraulic filter shall be supplied

COMPLY

A lube manifold shall be included in the machine.

COMPLY

HANDGUN MANHOLE CLEANING SYSTEM

The positive displacement, double acting, single piston high pressure water pump will be utilized to supply 20 GPM at 600 PSI (relieved to protect operator) to the wash down handgun system.

COMPLY

A handgun will be supplied that comes equipped with 50' of 1/2" wire reinforced hose. The handgun shall come equipped with quick connect coupler. The hose reel should also be retractable.

COMPLY

Handgun system will include a midship connection that allow the operator to deliver water to area served by pick-up hose and to the inside of the debris body for clean out. The handgun should allow for changing of flow pattern from a fine mist to a steady stream.

COMPLY

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ELECTRICAL

The entire electrical system shall be vapor sealed to eliminate moisture damage to NEMA 4 (National Electrical Mfg. Assoc.) standards.

COMPLY
OMNIBUS
COMPLY

The electrical system shall require a multi-plex type system capable of troubleshooting, diagnostics, and on-board monitoring. In addition, the system shall incorporate safety inter-locks to prevent accidental system activation.

OMNIBUS
COMPLY

The electrical system shall require a color display screen at the operator station capable of displaying all system diagnostics and gauges.

All electrical connections shall require no exposed wires or terminals.

COMPLY

All light bulbs shall be shock mounted to eliminate bulb failure.

COMPLY

All wiring shall be color coded and run in sealed terminal boxes.

COMPLY

FRONT OPERATING STATION AND CONTROLS

Operator station will be located at the front of the truck at the right side of the hose reel.

COMPLY

Controls and gauges to include:

High pressure water pump on-off

COMPLY

Hose reel forward-reverse valve

COMPLY

Adjustable hose reel speed control

COMPLY

Oil dampened water pressure gauge

COMPLY

Boom controls

COMPLY

Hose reel extend/retract control

COMPLY

Blower tachometer w/hour meter

COMPLY

Vacuum gauge

COMPLY

Digital color diagnostic control panel

COMPLY

Electronic E-Stop at each control station location

COMPLY

Digital Flow Meter located at front operator station

COMPLY

MOUNTING

Unit will be mounted on approved truck chassis at the factory of body manufacturer.

COMPLY

PAINT

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All metal surfaces shall be shot or sand blasted prior to painting.

COMPLY

All surfaces shall be cleaned by phosphorous wash process prior to painting

COMPLY

Module shall have a minimum of two and one half mil of suitable primer coat applied

COMPLY

Module shall have minimum of two and one half mil finish paint applied

COMPLY

Module and components shall be painted prior to assembly process

COMPLY

All hose and fittings, as well as electrical wires and connections shall not be painted.

COMPLY

ADDITIONAL ACCESSORIES

(2) front bumper toolboxes shall be provided.

X (1) 16X42X96
BEHIND CAB IN LIEU OF BUMPER

(2) 18x24x24 Aluminum toolboxes to be included.

35 X 14 X 24

Rear-mounted traffic arrow board is to be provided.

COMPLY

Safety mirror strobes are to be mounted on truck.

COMPLY

Safety midship and rear alternating flashers are to be included.

COMPLY

DELIVERY AND PRICE

Total price of unit 303,900.00 ~~XX~~

Delivery in days 60-120

Please list any preventative maintenance programs and/or guaranteed buy back programs that are available BI MONTHLY INSPECTION
AT CITY FACILITY AT NO CHARGE

P.D.BLOWER COMBINATION SEWER CLEANER

MINIMUM CHASSIS SPECIFICATIONS

Engine & Equipment

330 HP Diesel Engine

Air compressor, 18.7 CFM with internal safety valve

Exhaust: RH under single DPF mounted in cab access with single vertical side of cab tailpipe.

Alternator 130 amp

Batteries 3 threaded post 2100 CCA dual purpose

6 gallon DEF tank

Transmission & Clutch

3000RDS 6-speed with PTO drive gear Includes heat exchanger & oil level sensor.

Rugged Duty Series for vocational applications. Transynd transmission fluid

Front Axle & Equipment

Front Axle 20,000 lbs.

Front brakes 16-1/2x6 in. 22,000lbs

Dust shields: all front axles

Front Springs flat leaf w/ graphite bronze bushings with seals

Front Shock Absorbers

Rear Axle & Equipment

Dual Rear Axle 46,000

5.63 Rear Axle Ratio

Dual Rear Brakes 16-1/2x7 in. to 46,000 lbs

Dust shields: all rear axles

Haldex Goldseal longstroke 2-Drive Axles spring parking chambers

Gunite automatic rear slack adjusters

Organic SAE 80/90 Rear Axle Lube

54" axle spacing

Steel beams and bronze center bushings with bar pin adjustable end connections

Tires & Wheels

Continental HTC 425/65R22.5 20 PLY Radial Front Tires or Equivalent

Continental HDL ECO Plus 11R22.5 16PLY Radial Rear Tires or Equivalent

Frame & Equipment

260" Wheelbase

P.D.BLOWER COMBINATION SEWER CLEANER

7/16X3-9/16X11-1/8 Inch Steel Frame
1/4 Inch C-Channel Inner Frame Reinforcement
71" Frame overhang
6" Integral Front Frame Extension
Battery box located on LH side.

Fuel Tanks & Equip

Fuel tank 100 US Gal, 23" aluminum.

Cab & Equipment

Cab: Curbed glass conventional
Cab heater with integral defrosters & A/C 45,000 btu cab heater.
DR seat Air Cushion Plus HB Cloth with dual armrest
RD seat toolbox plus HB cloth with dual armrest
Radio AM/FM/CD/weather band with LED lighting
LH and RH 8" Molded-In Color Convex mounted under primary mirrors

Lights and Instruments

Circuit breakers replacing fuses
Air Dryer Bendix AD-IS heated

PAINT UNIT WHITE

PLEASE DETAIL ALL WARRANTIES ON CHASSIS AND BODY

Please include reference list of users in area DIBERWILLE, MO. MOBILE CO. ALA. SHEFFIELD, ALA.

Please list any buyback programs available NONE

Please list any preventative maintenance programs available NONE - SEE ATTACHED FOR EXTENDED WARRANTIES

Does bidder offer ON SITE WARRANTY at NO COST YES - DURING 1ST YEAR ?

Please list options for a 3 year and 5 year lease purchase 3 YEAR - \$9,356.⁰⁰ p/month
5 YEAR - \$5,827.⁰⁰ p/month

Delivery in Days 150

Price \$ 317,680.⁰⁰

Preventative Maintenance Program Cost N/A

Bidder:

Company THUCK EQUIPMENT SALES, INC.

Representative KEITH BROWN

Phone 251-666-8606

FILED
MAR 08 2012
BY
EDDIE R. MYERS, CITY CLERK
Deputy Clerk

FILED

MAR 08 2012

EDDIE R. MYERS, CITY CLERK
Deputy Clerk

P.D.BLOWER COMBINATION SEWER CLEANER

GENERAL SPECIFICATIONS

The machine will be used for removing sand, stones, bottles, cans, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high pressure water. The unit shall include a positive displacement (vacuum) blower and a hydraulically driven high pressure water pump. The machine shall be equipped with self-contained water supply as the water source for the high-pressure pump. The system shall have a capability of operating both vacuum and rodder simultaneously at rated operating pressure.

The machine shall include an enclosed and sealed body for storage of the collected debris and self-contained water supply as the water source for the high-pressure pump.

As it is the intent that this unit will have an anticipated life of ten years the manufacturer should answer the following general questions. Only bids from manufactures that have experience in manufacturing combination sewer cleaners will be considered.

How long has manufacturer been in the business of manufacturing?
combination sewer cleaners?

25 YRS

How many units of this type has the manufacturer produced? 3,000

☒ YES ☐ NO

Is unit bid a current production model?

☒ YES ☐ NO

Bidder has enclosed manufactures literature, specifications and all pertinent information concerning this bid?

☒ YES ☐ NO

Bid proposal was filled out thoroughly and all pertinent information requested was provided and any deviations thoroughly explained?

☒ YES ☐ NO

Trek Ego Sales

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P.D.BLOWER COMBINATION SEWER CLEANER

DEBRIS BODY

The debris storage body shall be constructed of a minimum 3/16" corrosion and abrasion resistant steel with a minimum yield point of 50,000 PSI and a minimum tensile strength of 70,000 PSI.

✓

The body shall be round for maximum strength and have a minimum Volumetric capacity of 15 cubic yards

✓

The body shall have a rear door that is hinged at the top and is equipped with a replaceable neoprene seal to prevent leakage.

✓

Flat or domed style rear door with four (4) individual rod and receiver block type or 5 locks controlled by sequential door locking system. Door shall have hydraulic locks and door power up, power down, open/close feature.

✓

The body shall be supplied with a load level indicator to show when the body is loaded to capacity.

✓

The rear door shall be equipped with a 6" drain port and 10' body drain hose this allows operator to drain off excess liquids while retaining solids.

✓

Debris body shall be dumped by raising the body to a 50° utilizing a forward mounted, double acting hydraulic dump cylinder.

✓

The debris body shall be fixtured on an independent frame, separate from the chassis frame and mounted via a 3-point mounting system or shear plate mounted to allow flexing to occur without causing frame damage.

✓

To achieve best possible material separation and minimize material being discharged to atmosphere, the positive displacement blower shall draw air from 2 separate ports in the debris body.

✓

The body shall incorporate dual air ducting system a dual stainless steel ball float shutoff system W/high impact corrosion resistant screens or automatic vacuum breaker shut off with cover for protection.

Dump controls and accessory controls shall be provided at a central curbside location, directly behind the cab of the truck.

✓

Splash shield shall be provided.

✓

Cyclone separators shall be included.

✓

P.D.BLOWER COMBINATION SEWER CLEANER

A submersible trash pump must be included and be mounted on the exterior.

✓

Debris must be equipped with a flush out system.

✓

WATER TANKS

Water tanks must have a certified-metered capacity of 1500 gallons.

✓

The 1500 gallon capacity shall be achieved via multiple cylindrical cells.

✓

The aluminum water cells shall not require internal coatings and shall be easily repaired or patched if required.

POLYETHYLENE

The cells shall be hung via steel or rubber lined "J" straps which allow the cells to easily be removed from the unit if required.

✓

The water cells shall be located beginning directly behind the cab of the truck and end at the very rear of the unit, thus providing the best possible weight distribution.

✓

The water tanks shall be adequately vented and connected to provide complete filling. A minimum 4" and 4" connection between tanks shall be provided.

✓

The water tanks shall be totally separate from the debris tanks and provide no structural support.

✓

All water cells shall be positioned at or below the frame of the unit, thus providing the best possible and lowest available center of gravity.

✓

The water tanks shall share no common walls with the debris tanks to prevent corrosion.

✓

The water tank shall come equipped with an anti-siphon device and 25' of hydrant fill hose and fittings. A water level sight gauge shall also be provided.

✓

The water tanks shall come supplied with a 2"Y" pattern filter with an 80 mesh stainless steel strainer to filter the water before it enters the water tank.

✓

The water tanks shall carry a 10 year warranty against corrosion or cracking.

✓

P.D. BLOWER COMBINATION SEWER CLEANER

A low water alarm with light should be provided with unit.

✓

VACUUM SYSTEM

A positive displacement rotary lobe shall provide the vacuum.
A rotary lobe type blower capable of 4500 cfm inlet volume @ 0" Hg.,
3620 cfm @ 16" Hg and 2250 RPMs.

✓

The vacuum system shall incorporate a stainless steel final filter screen
and housing, located prior to the blower inlet for added protection.
For added protection to vacuum system, two vacuum reliefs shall be
incorporated, set at 16" Hg.

✓

The blower, transfer case and hydraulic power shall be controlled by
air shift control, located in the cab, or hydrostatically.

✓

Electronic blower engagement front station control at hose reel

✓

VACUUM SYSTEM DRIVE

Blower shall be driven from the chassis engine via the transmission drive
shafts and heavy-duty split shaft transfer case, direct to blower with no
v-belts to maintain or adjust or hydrostatic drive Front PTO

PTD DRIVE w/ V-BELTS

The blower will be provided with a silencer with exhaust above
the cab with rain cap.

✓

VACUUM SYSTEM PICK-UP HOSE

Shall be designed for front end operation with hose mounted and stored
at front mounted workstation. Front mounted location is desired for ease
of positioning vacuum hose as well as minimizing need for operator to
swing hose into traffic.

✓

All connections between debris body and vacuum system will be of the
self-adjusting pressure fitting type.

✓

All hose and tubes shall be 8" I.D. and will remain stationary and not
raise with debris body in order to minimize possibility of running
vacuum hose into power lines and low hanging branches. The upper
debris tube shall consist of an anchored steel tube for additional life.

✓

Unit shall have at least 30' of vacuum pipe.

✓

P.D.BLOWER COMBINATION SEWER CLEANER

Boom should be at least 8 feet in length and have telescoping abilities.

✓

BOOM

The lift and swing movements shall be accomplished by cylinder or worm gear rotation. Gear and chain type rotations are not preferred due to maintenance considerations.

✓

The boom shall be operated by an electric-over-hydraulic system which draws its power from hydraulic pump mounted to the transfer case or chassis engine.

✓

The boom shall be hydraulically driven up, down, left and right directions. Boom shall be controlled by a remote push button control station by cable to the hydraulic power swing and lift cylinders.

✓

The boom pendant control shall come equipped with control switches for all directions as well as a safety emergency shutdown button which automatically eliminates power to the boom.

✓

A cab protection device with boom cradle, independent of cab that will protect cab and prevent boom sway while in transit.

✓

Pipe extensions will be included to allow operator to clean to depths of 20'. This will include a 6'6" catch basin nozzle with a steel reinforced tip. Pipe should include sufficient adjustable over-center quick clamps to join the aluminum flanged suction pipe.

✓

The vacuum hose will be mounted on a boom which will rotate a minimum of 180° and provide 179" of reach off the centerline of the unit.

✓

Lights are to be provide and mounted to boom.

✓

HIGH PRESSURE WATER PUMP

The water pump should be capable of smooth and pulsating flow.

✓

The positive displacement, high-pressure water pump shall be a double acting, single piston pump hydraulically operated direct from a hydraulic pump or triplex pump.

✓

The hydraulic flow to drive the water pump will be from a hydraulic

P.D.BLOWER COMBINATION SEWER CLEANER

oil pump driven by the heavy duty split shaft transfer case or PTO. The water pump shall operate with oil to water ratio of 1 to 1.

✓

The rated design capacity of the high-pressure water pump shall be 100 GPM or 2500 PSI. This capacity shall insure long pump life.

✓

The hydraulic pump and water pump shall be sized to allow the water system to operate at a minimum 60 GPM at 2000 PSI continuous duty operation.

✓

Standard operation of the pump should produce 80 GPM @ 2500 PSI.

✓

The water pump shall cycle approximately every 4 1/2 seconds. This pump cycle shall provide an automatic "Jack Hammer" action in the hose to assist the nozzle in breaking through obstructions.

✓

The water pump location shall provide a flooded suction inlet to eliminate potential cavitation damage. The water pump location shall be certified by the pump manufacturer.

✓

The high-pressure water pump will be designed so no damage will occur if run at normal operating pressure without water for 30 minutes. A certification by the original water pump manufacturer to operate in such a manner shall be provided.

✓

The water pump shall have a 3" Y-type strainer with a minimum 80 mesh stainless steel filter media and a 3" water shutoff valve located in the water pump suction line.

✓

Drain valves for the water pump are to be included.

✓

The positive displacement water pump will have the capability to purge residual water out of the water system by pumping air through entire water system. Drain plugs will be provided in the bottom section of the water pump for complete cold weather draining.

✓

The water pump shall be capable of maximum water pressure and flow while achieving maximum vacuum capability. The water pump shall operate independent of vacuum system.

✓

An oil to water heat exchanger will be provided in the water system to

P.D.BLOWER COMBINATION SEWER CLEANER

cool all hydraulic fluids on the unit or air to oil.

✓

State Rpm of water pump.

0-1200

Water pump shall have capabilities of being engaged and disengaged from driving mechanism at the front control panel by turning on or off an electric switch, thus providing added control and safety.

✓

Water system must have the ability to vary flow from zero to maximum system flow. Flow must be varied by a hydraulically controlled system. Any system that relies on the use of a manual ball valve is unacceptable. The use of a dump valve to achieve flow variation is also unacceptable.

✓

FRONT MOUNTED HOSE REEL

Hose reel must be mounted to the front of the chassis of the truck.

✓

Hose reel must be able to rotate 180 degrees and must stay within the headlights of the truck.

✓

A hose reel assembly will be mounted on an independent frame which can be removed from brackets attached permanently to main truck frame members.

✓

Hose reel will be manufactured out of 1/4" spun steel for added structural strength. This spun steel will require no internal or external reinforcements which could damage rodder hose.

✓

Hose reel will be constructed to hydraulically extend forward 15", providing full access to the chassis engine. The hose reel extension function shall be provided via a hydraulic cylinder, not a manual jack.

✓

Hose reel will have a minimum capacity of 800' of 1" I.D. rodder hose.

✓

Hose reel will be driven via a hydraulic motor with a dual sprocket and chain system. The motor shall control the reel speed and forward or reverse rotation.

✓

Hose reel will have a one inch rotating swivel joint that is adjustable and have replaceable seals on the inlet line to provide free rotation of hose reel.

✓

All operating controls will be located on the hose reel.

✓

P.D. BLOWER COMBINATION SEWER CLEANER

HIGH PRESSURE JET HOSE

Jet hose will be supplied that is 1" I.D. and has operating pressure of 2500 PSI and a burst pressure of 6250 PSI. 500' of hose will be supplied with unit.

Two jet nozzles will come furnished with the unit. A 15° sand nozzle and a 30° sanitary nozzle shall be furnished. These nozzles should both be equipped with tungsten carbide orifices for added life.

A flexible hose guide will be provided with restraining rope, for protection of rodder hose and to provide help in locating nozzles in sewer lines.

HYDRAULIC SYSTEM

The hydraulic reservoir shall have a 50-gallon capacity. The hydraulic reservoir shall be baffled with a suction line filter.

The reservoir shall have an inspection hatch for maintenance.

An oil level sight gauge shall be supplied

The tank shall be totally modular component and easily removed from its storage area.

10-micron spin on type hydraulic filter shall be supplied

A lube manifold shall be included in the machine.

HANDGUN MANHOLE CLEANING SYSTEM

The positive displacement, double acting, single piston high pressure water pump will be utilized to supply 20 GPM at 600 PSI (relieved to protect operator) to the wash down handgun system.

A handgun will be supplied that comes equipped with 50' of 1/2" wire reinforced hose. The handgun shall come equipped with quick connect coupler. The hose reel should also be retractable.

Handgun system will include a midship connection that allow the operator to deliver water to area served by pick-up hose and to the inside of the debris body for clean out. The handgun should allow for changing of flow pattern from a fine mist to a steady stream.

P.D.BLOWER COMBINATION SEWER CLEANER

ELECTRICAL

The entire electrical system shall be vapor sealed to eliminate moisture damage to NEMA 4 (National Electrical Mfg. Assoc.) standards.

✓

The electrical system shall require a multi-plex type system capable of troubleshooting, diagnostics, and on-board monitoring. In addition, the system shall incorporate safety inter-locks to prevent accidental system activation.

✓

The electrical system shall require a color display screen at the operator station capable of displaying all system diagnostics and gauges.

✓

All electrical connections shall require no exposed wires or terminals.

✓

All light bulbs shall be shock mounted to eliminate bulb failure.

✓

All wiring shall be color coded and run in sealed terminal boxes.

✓

FRONT OPERATING STATION AND CONTROLS

Operator station will be located at the front of the truck at the right side of the hose reel.

✓

Controls and gauges to include:

High pressure water pump on-off

✓

Hose reel forward-reverse valve

✓

Adjustable hose reel speed control

✓

Oil dampened water pressure gauge

✓

Boom controls

✓

Hose reel extend/retract control

✓

Blower tachometer w/hour meter

✓

Vacuum gauge

✓

Digital color diagnostic control panel

Electronic E-Stop at each control station location

Digital Flow Meter located at front operator station

MOUNTING

Unit will be mounted on approved truck chassis at the factory of body manufacturer.

✓

PAINT

P.D.BLOWER COMBINATION SEWER CLEANER

All metal surfaces shall be shot or sand blasted prior to painting.

☒

All surfaces shall be cleaned by phosphorous wash process prior to painting

☒

Module shall have a minimum of two and one half mil of suitable primer coat applied

☒

Module shall have minimum of two and one half mil finish paint applied

☒

Module and components shall be painted prior to assembly process

☒

All hose and fittings, as well as electrical wires and connections shall not be painted.

☒

ADDITIONAL ACCESSORIES

(2) front bumper toolboxes shall be provided.

☒

(2) 18x24x24 Aluminum toolboxes to be included.

☒

Rear-mounted traffic arrow board is to be provided.

☒

Safety mirror strobes are to be mounted on truck.

☒

Safety midship and rear alternating flashers are to be included.

☒

DELIVERY AND PRICE

Total price of unit _____

Delivery in days 150 DAYS

Please list any preventative maintenance programs and/or guaranteed buy back programs that are available NONE

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, June 21, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW POSITIVE DISPLACEMENT BLOWER COMBINATION
SEWER CLEANER FOR THE SEWER DIVISION**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 15th day of May 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(S E A L)

**SPECIFICATIONS FOR: ONE (1) NEW POSITIVE DISPLACEMENT BLOWER COMBINATION
SEWER CLEANER FOR THE SEWER DIVISION**

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid, within 90 days from issuance of purchase order.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, June 21, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
ONE (1) NEW POSITIVE DISPLACEMENT BLOWER COMBINATION SEWER
CLEANER FOR THE SEWER DIVISION
SUBMITTED BY 10:00 A.M. JUNE 21, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 15th day of May A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

WATER DEPARTMENT

P.D. Blower Combination Sewer Cleaner

GENERAL SPECIFICATIONS

The machine will be used for removing sand, stones, cans, grease, sludge and other debris from sanitary sewer and/or storm drains by the flushing action of high pressure water. The unit shall include a positive displacement (vacuum) blower and a hydraulically driven high pressure water pump. The machine shall be equipped with a self-contained water supply as the water source for the high-pressure pump. The system shall have a capability of operating both vacuum and rodder simultaneously at rated operating pressure.

The machine shall include an enclosed and sealed body for storage of the collected debris and self-contained water supply as the water source for the high-pressure pump.

As it is the intent that this unit will have an anticipated life of ten years the manufacturer should answer the following general questions. Only bids from manufacturers that have experience in manufacturing combination sewer cleaners will be considered.

How long has the manufacturer been in the business of manufacturing?

Combination sewer cleaners? _____ years

How many units of this type has the manufacturer produced?

Is unit bid a current production model?

Bidder has enclosed manufactures literature, specifications and all

Pertinent information concerning this bid ?

Bid proposal was filled out thoroughly and all pertinent information

requested was provided and any deviations thoroughly explained?

Bidder shall provide approximate total weight of truck fully loaded

DEBRIS BODY

The debris storage body shall be constructed of a minimum 3/16" corrosion and abrasion resistant steel with a minimum yield point of 50,000 psi and a minimum tensile strength of 70,000 psi

The body shall be round for maximum strength and have a minimum volumetric capacity of 12 cubic yards

The body shall have a rear door that is hinged at the top and is equipped with a replaceable neoprene seal to prevent leakage

Flat or domed style rear door with four (4) individual rod and receiver block type or 5 locks controlled by sequential door locking system. Door shall have hydraulic locks and door power up, and power down, open/ close feature

The body shall be supplied with a load level indicator to show when the body is loaded to capacity

The rear door shall be equipped with a 6" drain port and 10' body drain hose this allows operator to drain off excess liquids while retaining solids

Debris body shall be dumped by raising the body to a 50 degree utilizing a forward mounting, double acting hydraulic dump cylinder

The debris body shall be fixture on an independent frame, separate from the chassis frame and mounted via a 3-point mounting system or shear plate mounted to allow flexing to occur without causing frame damage

To achieve best possible material separation and minimize material being discharged to atmosphere, the positive displacement blower shall draw air from 2 separate ports in the debris body

The body shall incorporate dual air ducting system with a dual stainless steel ball float shutoff system with high impact corrosion resistant screens or automatic vacuum breaker shut off with cover for protection

Dump controls and accessory controls shall be provided at a central curbside location, directly behind the cab of the truck

Splash shield shall be provided

Cyclone separators shall be included

A submersible trash pump must be included and be mounted on the exterior _____

Debris must be equipped with a flush out system _____

Water Tanks

Water tanks must have a certified-metered capacity of 1500 gallons _____

The water cells shall be located beginning behind the cab of the truck and end at the very rear of the unit, thus providing the best possible weight distribution _____

The water tanks shall be adequately vented and connected to provide complete filling. A minimum 4" and 4" connection between tanks shall be provided _____

The water tanks shall be totally separate from the debris tank and provide no structural support _____

All water cells shall be positioned at or below the frame of the unit, thus providing the best possible and lowest center of gravity _____

The water tanks shall share no common walls with the debris tanks to prevent corrosion _____

The water tank shall come equipped with an anti-siphon device and 25' of hydrant fill hose and fittings. A water level sight glass shall also be provided _____

The water tanks shall come supplied with a 2" "Y" pattern filter with an 80 mesh stainless steel strainer to filter the water before it enters the water tank _____

The water tanks shall carry a 10 year warranty against corrosion or cracking _____

A low water alarm with light should be provided with unit _____

VACUUM SYSTEM

A positive displacement rotary lobe shall be provide the vacuum. A rotary lobe type blower capable of 4500 cfm inlet volume @ 0" Hg, 3620 cfm @ 16" Hg and 2250 RPMs _____

The vacuum system shall incorporate a stainless steel final filter screen and housing, located prior to the blower inlet for added protection. For added protection to vacuum system, two vacuum reliefs shall be incorporated, set at 16" Hg _____

The blower, transfer case and hydraulic power shall be controlled by air shift control, located in the cab, or hydrostatically

Electronic blower engagement front station control at hose reel

Vacuum System Drive

Blower shall be driven from the engine via the transmission drive shafts and heavy duty split shaft transfer case, direct to blower with no v-belts to maintain or adjust or hydrostatic drive front PTO

The blower will be provided with a silencer with exhaust above the cab with rain cap

Vacuum System Pick-up Hose

Shall be designed for front –end operation with hose mounted and stored at front mounted workstation. Front mounted location is desired for ease of positioning vacuum hose as well as minimizing need for operator to swing hose into traffic

All connections between debris body and vacuum system will be of the self-adjusting pressure fitting type

All hose and tubes shall be 8" I.D. and will remain stationary and not raise with debris body in order to minimize possibility of running vacuum hose into power lines and low hanging branches. The upper debris tube shall consist of an anchored steel tube for additional life.

Unit shall have at least 30' of vacuum pipe

Boom should be at least 8 feet in length and have telescoping abilities

Boom

The lift and swing movements shall be accomplished by cylinder or worm gear rotation. Gear and chain rotations are not preferred due to maintenance considerations

The boom shall be operated by an electric-over –hydraulic system which draws its power from hydraulic pump

The boom shall be hydraulically driven up, down, left and right directions. Boom shall be controlled by a remote push button control station by cable to the hydraulic power swing and lift cylinders

The boom pendant control shall come equipped with control switches for all directions as well as a safety emergency shutdown button which automatically eliminates power to the boom.

A cab protection device with boom cradle, independent of the cab that will protect cab and prevent boom sway while in transit.

Pipe extensions will be included to allow operator to clean to depths of 20'. This will include a 6'6" catch basin nozzle with a steel reinforced tip. Pipe should include sufficient adjustable over-center quick clamps to join the aluminum flanged suction pipe.

The vacuum hose will be mounted on a boom which will rotate a minimum of 180deg and provide 179" of reach off the centerline of the unit.

Lights are to be provided and mounted to Boom

High Pressure Water Pump

The water pump should be capable of smooth and pulsating flow.

The positive displacement, high-pressure water pump shall be a double acting, single piston hydraulically operated direct from a hydraulic pump or triplex pump

The rated design capacity of the high-pressure water pump shall be 100 GPM @2500 PSI continuous duty operation

The hydraulic pump and water pump shall be sized to allow the water system to operate at a minimum of 60 GPM @ 2000 PSI with a standard operating pressure of 80 GPM @ 2500 PSI .

The water pump shall cycle approximately every 4 seconds. This pump cycle shall provide an automatic "Jack Hammer" action in the hose to assist the nozzle in breaking through obstructions.

The water pump location shall provide a flooded section inlet to eliminate potential cavitation damage. The water pump location shall be certified by the pump manufacturer.

The high –pressure water pump will be designed so no damage will occur if run at normal operating pressure without water for thirty minutes. A certification by the original pump manufacturer to operate in such a manner shall be provided.

The water pump shall have a 3" Y-type strainer with a minimum 80 mesh stainless steel filter media and a 3" water shut-off valve located in the water pump suction line.

Drain valves for the pump shall be included

The positive displacement water pump will have the capability to purge residual water out of the water system by pumping air through the entire water system. Drain plugs will be provided in the bottom section of the water pump for complete cold weather draining.

The water pump shall be capable of maximum water pressure and flow while achieving maximum vacuum capability. The water pump shall operate independent of vacuum system.

State RPM of water pump

Water Pump shall have capabilities of being engaged and disengaged from driving mechanism at the front control panel by turning on or off an electric switch, thus providing added control and safety

Water system must have the ability to vary flow from zero to maximum system flow. Flow must be varied by a hydraulically controlled system. Any system that relies on the use of a manual ball valve is unacceptable. The use of a dump valve to achieve flow variation is also unacceptable.

Front Mounted Hose Reel

Hose reel must be mounted to the front of the truck chassis

Hose reel must be able to rotate 180 degrees and must stay within the headlights of the truck

A hose reel assembly will be mounted on an independent frame which can be removed from brackets attached permanently to main truck frame member

Hose reel will be manufactured out of ¼" spun steel for added structural strength. This spun steel will require no internal or external reinforcements which could damage hose

Hose reel will be constructed to hydraulically extend forward 15" providing full access to the chassis engine. The hose reel extension function shall be provided via a hydraulic cylinder, not a manual jack

Hose reel will have a minimum capacity of 800' of 1" I.D. rodder hose

Hose reel will be driven via a hydraulic motor with a dual sprocket and chain system. The motor shall control the reel speed and forward or reverse rotation.

Hose reel will have a one inch rotating swivel joint that is adjustable and have replaceable seals on the inlet line to provide free rotation of the hose reel.

All operating controls will be located on the hose reel

High Pressure Jet Hose

Jet hose will be supplied that is 1" I.D. and has an operating pressure of 2500 psi and a burst pressure of 6250 psi. 500' of hose will be supplied with unit.

Two jet nozzles will come furnished with the unit a 15 deg. Sand nozzle and a 30 deg. sanitary nozzle shall be furnished. These nozzles should both be equipped with tungsten carbide orifices for added life.

A flexible hose guide will be provided with restraining rope, for protection of rodder hose and to provide help in locating nozzles in sewer lines.

Hydraulic System

The hydraulic reservoir shall have a 50 gallon capacity. The hydraulic reservoir shall be baffled with a suction line filter

The reservoir shall have an inspection hatch for maintenance.

An oil level sight gauge shall be supplied.

10 micron spin on type hydraulic filter shall be supplied.

A lube manifold shall be included in the machine.

Handgun Manhole Cleaning System

The positive displacement, double acting, single piston high pressure water pump will be utilized to supply 20 GPM at 600 psi to the wash down handgun system.

A handgun will be supplied that comes equipped with a 50' of ½" wire reinforced hose. The handgun shall come equipped with a quick connect coupler. The hose reel should also be retractable

Handgun system will include a mid-ship connection that will allow the operator to deliver water to area served by pickup hose and to the inside of the debris body for cleanout. The handgun should allow for changing of flow pattern from a fine mist to a steady stream.

Electrical

The entire electrical system shall be vapor sealed to eliminate moisture damage to NEMA 4 standards

The electrical system shall require a multi-plex type system capable of troubleshooting, diagnostics, and on-board monitoring. In addition, the system shall incorporate safety interlocks to prevent accidental activation.

The electrical system shall require a color display screen at the operator station capable of displaying all system diagnostics and gauges

All electrical connections shall require no exposed wires or terminals

All light bulbs shall be shock mounted to eliminate bulb failure.

All wiring shall be color coded and run in sealed terminal boxes.

Front Operating Station and Controls

Operator station will be located at the front of the truck at the right side of the hose reel.

Controls and Gauges to include:

High Pressure water pump on-off

Hose reel forward-reverse valve

Adjustable hose reel speed control

Oil dampened water pressure gauge

Boom Controls

Hose reel extend/retract control _____

Blower tachometer w/hour meter _____

Vacuum Gauge _____

Digital color diagnostic control panel. _____

Electronic E-stop at each control station location. _____

Digital flow meter located at front operator station. _____

Mounting

Unit will be mounted on approved truck chassis at the factory of body manufacturer _____

Paint

All metal surfaces shall be shot or sand blasted prior to painting. _____

All surfaces shall be cleaned by phosphorous wash process prior to painting _____

Module shall have a minimum of 2 ½ mil of suitable primer coat applied _____

Module shall have a minimum of 2 ½ mil finish paint applied. _____

Module and components shall be painted prior to assembly process. _____

All hose and fittings, as well as electrical wires and connections shall not be painted. _____

Two front bumper toolboxes will be provided. _____

Two 18x24x24 Aluminum Tool boxes to be included. _____

Rear mounted traffic arrow board is to be provided. _____

Safety mirror strobes are to be mounted on truck. _____

Safety midship and rear alternating flashers are to be included _____

Delivery and Price

Total Price of Unit _____

Delivery in Days _____

Please list any preventative maintenance programs and/or guaranteed buyback programs that are available _____

P.D.BLOWER COMBINATION SEWER CLEANER

MINIMUM CHASSIS SPECIFICATIONS

Engine & Equipment

330 HP Diesel Engine

Air compressor, 18.7 CFM with internal safety valve

Exhaust: RH under single DPF mounted in cab access with single vertical side of cab tailpipe.

Alternator 130 amp

Batteries 3 threaded post 2100 CCA dual purpose

6 gallon DEF tank

Transmission & Clutch

3000RDS 6-speed with PTO drive gear Includes heat exchanger & oil level sensor.

Rugged Duty Series for vocational applications. Transynd transmission fluid

Front Axle & Equipment

Front Axle 20,000 lbs.

Front brakes 16-1/2x6 in. 22,000lbs

Dust shields: all front axles

Front Springs flat leaf w/ graphite bronze bushings with seals

Front Shock Absorbers

Rear Axle & Equipment

Dual Rear Axle 46,000

5.63 Rear Axle Ratio

Dual Rear Brakes 16-1/2x7 in. to 46,000 lbs

Dust shields: all rear axles

Haldex Goldseal longstroke 2-Drive Axles spring parking chambers

Gunitomatic rear slack adjusters

Organic SAE 80/90 Rear Axle Lube

54" axle spacing

Steel beams and bronze center bushings with bar pin adjustable end connections

Tires & Wheels

425/65R22.5 20 PLY Radial Front Tires or Equivalent

ECO Plus 11R22.5 16PLY Radial Rear Tires or Equivalent

Frame & Equipment

260" Wheelbase

P.D.BLOWER COMBINATION SEWER CLEANER

7/16X3-9/16X11-1/8 Inch Steel Frame
1/4 Inch C-Channel Inner Frame Reinforcement
71" Frame overhang
6" Integral Front Frame Extension
Battery box located on LH side.

Fuel Tanks & Equip

Fuel tank 100 US Gal, 23" aluminum.

Cab & Equipment

Cab: Curbed glass conventional
Cab heater with integral defrosters & A/C 45,000 btu cab heater.
DR seat Air Cushion Plus HB Cloth with dual armrest
RD seat toolbox plus HB cloth with dual armrest
Radio AM/FM/L
LH and RH 8" Molded-In Color Convex mounted under primary mirrors

Lights and Instruments

Circuit breakers replacing fuses
Air Dryer Bendix AD-IS heated

PAINT UNIT WHITE

PLEASE DETAIL ALL WARRANTIES ON CHASSIS AND BODY

Please include reference list of users in area_____

Please list any buyback programs available_____

Please list any preventative maintenance programs available_____

Does bidder offer ON SITE WARRANTY at NO COST_____?

Please list options for a 3 year and 5 year lease purchase_____

Delivery in Days_____

Price\$_____

Preventative Maintenance Program Cost_____

Bidder:

Company_____

Representative_____

Phone_____



City of Hattiesburg, MS

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

Master

File Number: 2012-0782

File ID: 2012-0782

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: Advertising for Bids for Mast Arm Poles

Final Action:

Minute Book Number: MB 2012-1/156

Title:

Approve Specifications and Authorize Publication of Advertisement for Mast Arm Poles for Broadway Dr. and Bartur St.

Notes:

Sponsors:

Enactment Date:

Attachments: 05-15-Mast Arms Advertisement.pdf, executed
05-15-Mast Arms Advertisement

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012					

Text of Legislative File 2012-0782

Title

Approve Specifications and Authorize Publication of Advertisement for Mast Arm Poles for Broadway Dr. and Bartur St.

Summary

Advertising for Bids for Mast Arm Poles

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, June 21, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

MAST ARM POLES FOR BROADWAY DR. AND BARTUR ST.

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 15th day of May 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(S E A L)

SPECIFICATIONS FOR: MAST ARM POLES FOR BROADWAY DR. AND BARTUR ST.

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

1. 16' Double Mast Arm Shaft with 40' and 45' Mast Arms, and all Mounting Hardware
2. 28' Double Mast Arm Shaft with 40' and 48' Mast Arms and 10' Luminar Arm, and all Mounting Hardware

Arms shall be curved or arched as per Mississippi DOT specifications and be able to withstand 120 MPH wind bearing load. Poles and mast arms shall be galvanized and primed with a finish powder coat of black. Templates and anchor bolts are to be pre-shipped.

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid,

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, June 21, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
MAST ARM POLES FOR BROADWAY DR. AND BARTUR ST.
SUBMITTED BY 10:00 A.M. JUNE 21, 2012**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 15th day of May A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, June 21, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

MAST ARM POLES FOR BROADWAY DR. AND BARTUR ST.

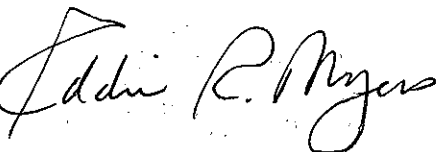
The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 15th day of May 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: MAST ARM POLES FOR BROADWAY DR. AND BARTUR ST.

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

1. 16' Double Mast Arm Shaft with 40' and 45' Mast Arms, and all Mounting Hardware
2. 28' Double Mast Arm Shaft with 40' and 48' Mast Arms and 10' Luminar Arm, and all Mounting Hardware

Arms shall be curved or arched as per Mississippi DOT specifications and be able to withstand 120 MPH wind bearing load. Poles and mast arms shall be galvanized and primed with a finish powder coat of black. Templates and anchor bolts are to be pre-shipped.

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid,

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, June 21, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
MAST ARM POLES FOR BROADWAY DR. AND BARTUR ST.
SUBMITTED BY 10:00 A.M. JUNE 21, 2012

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 15th day of May A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT



City of Hattiesburg, MS

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

Master

File Number: 2012-0771

File ID: 2012-0771

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/03/2012

Brief Title: Taxi Permit

Final Action:

Minute Book Number: MB 20102-1/156

Title:

Approve the issuance of taxi permit/ badge, E-098 to Rodney Scott Terry to drive for GulfSouth Airport Shuttle & Taxi Company.

Notes:

Sponsors:

Enactment Date:

Attachments: Taxi Permit, executed Taxi Permit

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	05/15/2012					

Text of Legislative File 2012-0771

Title

Approve the issuance of taxi permit/ badge, E-098 to Rodney Scott Terry to drive for GulfSouth Airport Shuttle & Taxi Company.

Summary

Taxi Cab Permit.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: _____

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: E-098

INS: X

COMMERCIAL DRIVER'S LICENSE NO: MS 801707324

COMMERCIAL DRIVER'S LICENCE EXPIRES: 12-11-12

Rodney Scott Terry having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the GulfSouth Airport Shuttle & Taxi Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

Chief of Police

ATTEST:

CITY CLERK

GULFSOUTH AIRPORT SHUTTLE & TAXI COMPANY

Owner: Rodney Scott Terry

3586 Sangani Blvd., #1249

Diberville, MS 39540

(251) 269-3527

PTL#

Acord Insurance/Green Insurance Agency

Policy: Standard Binder #82837 expires 3/19/13

Automobiles

1. 2000 Chevrolet Suburban, Registration expires 06/12

Drivers

1. Rodney Scott Terry (owner)

MSDL#801707324 expires 12/11/12

Taxi application approved by Chief of Police

References approved

Submitted for council approval 5-3-12

INTERNAL MEMO

Date: May 3, 2012

To: Marilyn Schwandt

From: Barbara Robinson
Deputy Municipal Clerk

RE: Rodney Scott Terry
GulfSouth Airport Shuttle & Taxi Company

Attached please find the Taxi permit for subject driver (owner). We have all information on this company in order to issue a license once this Driver Permit is approved.

Thanks,
Barbara
Email: brobinson@hattiesburgms.com

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: _____

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: E-098

INS: X

COMMERCIAL DRIVER'S LICENSE NO: MS 801707324

COMMERCIAL DRIVER'S LICENCE EXPIRES: 12-11-12

Rodney Scott Terry having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the GulfSouth Airport Shuttle & Taxi Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

Chief of Police

ATTEST

Eddie R. Myers
CITY CLERK



City of Hattiesburg, MS

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

Master

File Number: 2012-0770

File ID: 2012-0770

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/02/2012

Brief Title: Approve taxi permit to Henry Anthony Taylor

Final Action:

Minute Book Number: MB 2012-1/156

Title:

Approve the issuance of taxi permit/badge F-007 to Henry Anthony Taylor, to drive for Hattiesburg Transportation Taxi Company.

Notes:

Sponsors:

Enactment Date:

Attachments: Henry Taylor, executed Henry Taylor

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012					

Text of Legislative File 2012-0770

Title

Approve the issuance of taxi permit/badge F-007 to Henry Anthony Taylor, to drive for Hattiesburg Transportation Taxi Company.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: _____ FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: F-007 INS: X

COMMERCIAL DRIVER'S LICENSE NO: 801367563

COMMERCIAL DRIVER'S LICENCE EXPIRES: 01-08-16

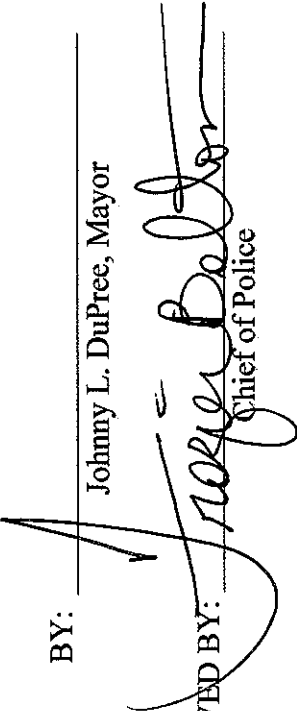
Henry Anthony Taylor having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the Hattiesburg Transportation Taxi Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of
one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Johnny L. DuPree, Mayor

APPROVED BY:  _____
Chief of Police

ATTEST:

CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: _____

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: F-007

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 801367563

COMMERCIAL DRIVER'S LICENCE EXPIRES: 01-08-16

Henry Anthony Taylor having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the Hattiesburg Transportation Taxi Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of
one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

Chief of Police

ATTEST:

Eddie R. Myers
CITY CLERK



City of Hattiesburg, MS

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

Master

File Number: 2012-0777

File ID: 2012-0777

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/07/2012

Brief Title: Approve Taxi permit

Final Action:

Minute Book Number: MB 2012-1/156

Title:

Approve the issuance of taxi permits for the following : Jonathan E. Bertrand (F-003) and James Harrell Jr. (F-004), to drive for D.J. Shuttle Company.

Notes:

Sponsors:

Enactment Date:

Attachments: Permits-DJ Shuttle, executed Permits-DJ Shuttle

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012					

Text of Legislative File 2012-0777

Title

Approve the issuance of taxi permits for the following : Jonathan E. Bertrand (F-003) and James Harrell Jr. (F-004), to drive for D.J. Shuttle Company.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: _____

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: F-3

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 801150106

COMMERCIAL DRIVER'S LICENCE EXPIRES: 5-30-16

Jonathan E. Bertrand having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the D J SHUTTLE Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of one (1) year beginning _____ and ending _____

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

Chief of Police

ATTEST:

Edna R. Myers
CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: _____

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: F-004

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 802003480 (Class D)

COMMERCIAL DRIVER'S LICENCE EXPIRES: 10-12-13

James Harrell Jr. having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the D J SHUTTLE Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of
one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

Chief of Police

ATTEST: _____

Ida R. Myers
CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: _____

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: F-3

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 801150106

COMMERCIAL DRIVER'S LICENCE EXPIRES: 5-30-16

Jonathan E. Bertrand having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the D J SHUTTLE Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny I. DuPree, Mayor

APPROVED BY: _____

Chief of Police

ATTEST:

Edna R. Myers
CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: _____

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: F-004

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 802003480 (Class D)

COMMERCIAL DRIVER'S LICENCE EXPIRES: 10-12-13

James Harrell Jr. having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the D J SHUTTLE Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of
one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

Chief of Police

ATTEST: _____

Eddie R. Myers
CITY CLERK



City of Hattiesburg, MS

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

Master

File Number: 2012-0776

File ID: 2012-0776

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/07/2012

Brief Title: Approve Taxi permits

Final Action:

Minute Book Number: MB 2012-1/157

Title:

Approve the issuance of taxi permits for the following: Ezekiel T. Gilbert (E-100), Noel William Parrett (E-084), Richard D. Collier (E-101) and William Dale Stiglet (F-008), to drive for Yellow Cab Company.

Notes:

Sponsors:

Enactment Date:

Attachments: Yellow Cab, executed yellow cab

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012					

Text of Legislative File 2012-0776

Title

Approve the issuance of taxi permits for the following: Ezekiel T. Gilbert (E-100), Noel William Parrett (E-084), Richard D. Collier (E-101) and William Dale Stiglet (F-008), to drive for Yellow Cab Company.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

A PERMIT TO OWN OR OPERATE A VEHICLE FOR HIRE

OWNER / OPERATOR PERMIT NUMBER: _____

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: E-100

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 802277057

COMMERCIAL DRIVER'S LICENCE EXPIRES: 2-10-2014

Ezekiel T. Gilbert having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the Yellow Cab Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

[Signature]
Chief of Police

ATTEST:

CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: _____

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: E-084

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 8008586660

COMMERCIAL DRIVER'S LICENCE EXPIRES: 3-10-15

Noel William Parrett having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the Yellow Cab Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of
one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

Chief of Police

ATTEST:

CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: _____

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: E-101

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 800758093

COMMERCIAL DRIVER'S LICENCE EXPIRES: 11-20-14

Richard D. Collier having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the Yellow Cab Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

Roger Ballo
Chief of Police

ATTEST:

CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: _____

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: F-008

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 800208855

COMMERCIAL DRIVER'S LICENCE EXPIRES: 7-16-14

William Dale Stiglet having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the Yellow Cab Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of
one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

Chief of Police

ATTEST:

CITY CLERK

A PERMIT TO OWN OR OPERATE A VEHICLE FOR HIRE

OWNER / OPERATOR PERMIT NUMBER: _____

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: E-100

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 802277057

COMMERCIAL DRIVER'S LICENCE EXPIRES: 2-10-2014

Ezekiel T. Gilbert having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the Yellow Cab Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

Chief of Police

ATTEST:

Eddie R. Myers
CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: _____

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: E-084

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 8008586660

COMMERCIAL DRIVER'S LICENCE EXPIRES: 3-10-15

Noel William Parrett having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the Yellow Cab Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of
one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

Chief of Police

ATTEST:

Edie R. Myers
CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: _____

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: E-101

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 800758093

COMMERCIAL DRIVER'S LICENCE EXPIRES: 11-20-14

Richard D. Collier having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the Yellow Cab Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

Chief of Police

ATTEST: _____

Eddie R. Myers
CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: _____

FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: F-008

INS: X

COMMERCIAL DRIVER'S LICENSE NO: 800208855

COMMERCIAL DRIVER'S LICENCE EXPIRES: 7-16-14

William Dale Stiglet having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the Yellow Cab Company for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of
one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

Chief of Police

ATTEST:

CITY CLERK



City of Hattiesburg, MS

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

Master

File Number: 2012-0772

File ID: 2012-0772

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/04/2012

Brief Title: Privilige License Report for April 2012.

Final Action:

Minute Book Number: MB 2012-1/157

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: PL Report for April 2012

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012					

Text of Legislative File 2012-0772

Title

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

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

May 4, 2012

Mayor & Council
City of Hattiesburg

Attached is a copy of the Privilege License Report for the month of April, 2012. The breakdown for this month's collection is as follows:

New Licenses	\$2,797.55
Renewal Licenses	\$9,699.50
Penalties	\$1,013.48

The grand total collected for April, 2012 was \$13,510.53.

Respectfully

Marilyn T. Schwandt

Division Manager/City Clerk

PRIVILEGE LICENSE MONTHLY REPORT
April 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120632	20.00		LAWRENCE C GUNN, JR. ATTORNEY 607 CORRINE #B1 HATTIESBURG, MS 39403
0120644	20.00		BIG BOYZ CAR SALES, LLC 41 KING RD HATTIESBURG, MS 39402
0120646	20.00	3.00	JAVA WERKS COFFEE 5629 HWY 42 HATTIESBURG, MS 39404
0120648	20.00		BEVON ACCOUNTING, PLLC DBA MORRIS 610 WEST PINE ST. HATTIESBURG, MS 39401
0120651	20.00		THE RIGHT PRICE MUSIC SHOP 2405 EAST 4TH ST. HATTIESBURG, MS 39401
0120652	20.00	2.80	SOUTHERN WIRELESS COMM. LLC 6333 HWY 49, STE 20 RIDGELAND, MS 39157
0120655	20.00		HERNANDEZ TIRE SHOP 902 HARDY ST LAUREL, MS 39440
0120660	20.00		MOLI'S FOOT MASSAGE 6051 HWY 98 W STE 4 CHALMETTE, LA 70043
0120664	50.00		CITY GEAR #20 1000 TURTLE CREEK STE 15 MEMPHIS, TN 38122
0120665	20.00		BELTONE HEARING CENTER 105 N 40TH AVE HATTIESBURG, MS 39401
0120667	25.85		PUTNAM ST SPORTS BAR & LOUNGE 1306 PUTNAM AVE HATTIESBURG, MS 39401
0120668	30.00		SONNY BOY'S VIP 912 B DABBS ST. HATTIESBURG, MS 39403
0120681	215.00		CVS PHARMACY #3124 2507 HARDY ST WOONSOCKET, RI 02895

PRIVILEGE LICENSE MONTHLY REPORT
April 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120682	20.00		FARMERS FOOD LLC 4010 O'FERRAL, STE 120 HATTIESBURG, MS 39401
0120696	20.00	3.60	AUTO ARMOUR 2601 OAK GROVE ROAD PURVIS, MS 39475
0120697	20.00		THE EDGE BOUTIQUE, LLC 6565 US HWY 98 W STE #20 HATTIESBURG, MS 39402
0120705	1,460.00	194.00	ACADEMY SPORTS & OUTDOORS #108 6173 U S HWY 98 KATY, TX 77449
0120714	14.60		IJK LLC DBA BIG DOG'S 2509 4TH ST HATTIESBURG, MS 39401
0120715	20.00		MINDFUL SOLUTIONS LLC 607 CORINNE ST., STE A1 HATTIESBURG, MS 39401
0120721	20.00		PRINCE'S SNOW BALL STAND 916 E HARDY ST HATTIESBURG, MS 39401
0120734	25.00	5.25	FORREST PAPER & BRIDAL COMPANY 6555 HWY 98 WEST, SUITE 4-B HATTIESBURG, MS 39402
0120736	20.00		ALEXANDER IGNATIEV ATTORNEY AT LAW 612 N. MAIN STREET HATTIESBURG, MS 39403
0120743	20.00	2.20	ROGERS HEARING HEALTHCARE 3901 HARDY ST., STE 100 HATTIESBURG, MS 39404
0120756	22.50	10.80	HOUSE OF BLUES II BAR & GRILL 1207 W PINE ST HATTIESBURG, MS 39402
0120757	20.00		PRESSURE WASHING ENTERPRISE 6487 HWY 49 NORTH HATTIESBURG, MS 39402
0120759	20.00		BRADDOCK LAW FIRM, PLLC 201 HARDY ST., STE B HATTIESBURB, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
April 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120772	250.00		JOHN ROBERT POWERS LAKE TERRACE CONVENTION CTR OLIVE BRANCH, MS 38654
0120774	250.00		PAW PAW'S CAMPER CITY TURTLE CREEK MALL PARKING LOT PICAYUNE, MS 39466
0120775	20.00	3.40	JONES LAW FIRM 6088 HWY 49 SOUTH HATTIESBURG, MS 39401
0120776	20.00	2.60	DOCTORS CARE CENTER 201 S 27TH AVE GULFPORT, MS 39505
0120781	8.35		M J 'S 631 N. MAIN ST HATTIESBURG, MS 39401
0120808	6.25		M J 'S 631 N. MAIN ST HATTIESBURG, MS 39401
0120820	20.00		ELITE SCREENPRINTING 200 N 40TH AVE SUITE 70 HATTIESBURG, MS 39401
0120821	20.00		DOOLEY MACK 6072 US HWY 98 BUFORD, GA 30518

34 2,797.55 227.65

164 9,699.50 785.83

Total Collection For April

New Licenses	2,797.55
Renewed Licenses	9,699.50
Penalties	1,013.48
Grand Total	13,510.53

PRIVILEGE LICENSE MONTHLY REPORT
April 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120626	20.00		SBA NETWORK SERVICES, INC. 5900 BROKEN SOUND PARKWAY BOCA RATON, FL 33487
0120627	20.00		TRUCKS PLUS AUTO ACCESSORIES 1102 WEST PINE ST. HATTIESBURG, MS 39401
0120628	30.00		EAGLE SERVICE CORPORATION 108 NORTH 38TH AVENUE HATTIESBURG, MS 39403
0120629	20.00		JR. FOOD MART OFFICE HATTIESBURG 2506 WEST 7TH STREET FLOWOOD, MS 39232
0120630	300.00		MINGLEDORFF'S INC. 1851 LINCOLN ROAD HATTIESBURG, MS NORCROSS, GA 30092
0120631	54.00		AULTMAN, TYNER, RUFFIN, LTD. 315 HEMPHILL ST. HATTIESBURG, MS 39403
0120633	20.00	2.20	SAFEGAURD ELECTRIC & SECURITY SYST. 42 SHANE DRIVE MOSELLE, MS 39459
0120634	513.00	256.50	GENCO'S AMUSEMENT COMPANY INC. 532 COLUMBIA BOGALUSA, LA 70427
0120635	40.00		TISH GAMMILL INTERIOR DESIGN, LLC 3820 HARDY STREET HATTIESBURG, MS 39402
0120637	25.00		MATTRESS DIRECT OF NEW ORLEANS 6101 HWY 98, SUITE 50 BATON ROUGE, LA 70810
0120638	30.00		PALM BEACH TAN 6117 US HWY 98 STE 50 MADISON, MS 39110
0120639	30.00		BEACON SALES ACQUISITION 75 LIBERTY PLACE H'BURG MS 39402 ATLANTA, GA 30340
0120640	560.00		EXPERT TIRE OF HATTIESBURG 205 HARDY ST. CLEVELAND, OH 44181

PRIVILEGE LICENSE MONTHLY REPORT
April 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120641	20.00		MARCH HCT 607 CORINNE STREET, SUITE A-2 HATTIESBURG, MS 39401
0120642	300.00		HATTIESBURG CYCLES, INC. 6412 H/W 49 NORTH HATTIESBURG, MS 39401
0120643	150.00		ADVANCE AUTO PARTS #5604 300 BROADWAY DR ROANOKE, VA 24001
0120645	20.00		LE'S SEAFOOD MARKET & DELI 5332 HWY 42 BYPASS HATTIESBURG, MS 39401
0120647	35.00	10.70	KIKA'S #1 3802 W. 4TH STREET, #C H'BURG, MS ELLISVILLE, MS 39437
0120649	300.00		T J MAXX #597 5024 HARDY STREET FRAMINGHAM, MA 01701
0120650	20.00	10.00	BROOME STREET ICE COMPANY 6086 HWY 98 WEST HATTIESBURG, MS 39402
0120653	20.00	4.80	PERFECT TOUCH SALON 6086 HWY 98 WEST STE 5A HATTIESBURG, MS 39402
0120654	20.00	2.40	PERFECT TOUCH SALON 6086 HWY 98 WEST STE 5A HATTIESBURG, MS 39402
0120656	20.00		TOP NOTCH EMBROIDERY 5687 HWY 49 HATTIESBURG, MS 39401
0120657	25.00		SOLAR SUPPLY INC. 401 PROVIDENCE ST. LAKE CHARLES, LA 70602
0120658	20.00		NORMAN PAULI, JR., ATTORNEY AT LAW 1001 W. PINE ST. HATTIESBURG, MS 39403
0120659	30.00		PURVIS AUTO COLLISION #3, INC. 609 BROADWAY DRIVE HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
April 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120661	20.00		MERLE NORMAN COSMETICS 4600 HARDY STREET STE 1 HATTIESBURG, MS 39402
0120662	20.00		SUPERIOR FIRE PROTECTION 155 NORTH CONALCO DRIVE JACKSON, TN 38301
0120663	54.00		JOHN L. SANFORD, JR., INC. 480 J.M. TATUM INDUSTRIAL DRIVE HATTIESBURG, MS 39401
0120666	20.00		LA MEXICANA #2 806 JAMES STREET HATTIESBURG, MS 39401
0120669	20.00		BEAR'S 321 ROSA AVENUE HATTIESBURG, MS 39401
0120670	40.00		PINEBELT ELECTRICAL HEAT & AIR 605 NORTH STREET HATTIESBURG, MS 39401
0120671	453.00	81.96	NORTHGATE INN 4126 HWY 49 NORTH HATTIESBURG, MS 39401
0120672	30.00		MICROTEL INN & SUITES 105 WESTOVER DRIVE HATTIESBURG, MS 39402
0120673	20.00		JAMES L. QUINN ATTRONEY AT LAW PLLC 807 WEST PINE ST. HATTIESBURG, MS 39401
0120674	20.00		COOK'S UNIVERSITY MALL BARBER SHOP 3808 HARDY ST. HATTIESBURG, MS 39401
0120675	20.00		HATTIESBURG TV CO. 6125 U S HWY 49 HATTIESBURG, MS 39401
0120676	33.00		LANDRY & LEWIS ARCHITECTS,P.A. #1 COMMERCE DR. HATTIESBURG, MS 39402
0120677	40.00		JOURNEYS KIDZ #1634 1000 TURTLE CREEK DRIVE SUITE 400 NASHVILLE, TN 37202

PRIVILEGE LICENSE MONTHLY REPORT
April 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120678	20.00	4.40	MALLETTE ELECTRICAL 23 MCMAHON RD PURVIS, MS 39475
0120679	20.00		MALLETTE ELECTRICAL 23 MCMAHON RD PURVIS, MS 39475
0120680	39.00		MAACO AUTO PAINTING & BODYWORK 1915 LINCOLN ROAD HATTIESBURG, MS 39402
0120683	20.00		ULTRA VIRIES HAIR SALON 505 MOBILE STREET HATTIESBURG, MS 39403
0120684	20.00	4.20	LONG LEAF TIMBER COMPANY 1501 ADELINE ST HATTIESBURG, MS 39401
0120685	20.00		LONG LEAF TIMBER COMPANY 1501 ADELINE ST HATTIESBURG, MS 39401
0120686	20.00		LIL' BUTCHER SHOPPE 1910 BROADWAY DR. PURVIS, MS 39475
0120687	30.00	4.50	MCALISTERS GOURMET DELI WEST 122 SHEFFIELD LOOP PELHAM, AL 35124
0120688	30.00		SUBWAY #3399 4904 HARDY ST. SANFORD, NC 27331
0120689	20.00		ANDERSON MACHINE & STEEL WORKS 309 MOBILE ST. HATTIESBURG, MS 39401
0120690	20.00		ALWEST ADVERTISING CO. 1734 HOWELL WILLIAMS RD. BONIFAY, FL 32425
0120691	60.00		WARD'S 717 BARTUR ST. HATTIESBURG, MS 39401
0120692	380.00		FRED'S OF HATTIESBURG #1905 1000 BROADWAY DRIVE, SUITE 50 MEMPHIS, TN 38118

PRIVILEGE LICENSE MONTHLY REPORT
April 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120693	20.00	2.40	SCHAMBER-JONES, CPA, PA 1316 HARDY ST. HATTIESBURG, MS 39401
0120694	20.00		C STUDIO PHOTOGRAPHY 2009 HARDY STREET, SUITE B HATTIESBURG, MS 39401
0120695	87.00		COLDWELL BANKER, DON NACE, INC. 6184 HWY 98 WEST SUITE 100 HATTIESBURG, MS 39402
0120698	50.00		TUESDAY MORNING, INC. #362 4700 HARDY ST. STE. K DALLAS, TX 75240
0120699	20.00		KINGS RV REPAIRS & SALES 7322 US HWY 49 HATTIESBURG, MS 39402
0120700	33.00	4.95	MOVIE STAR RESTAURANT 5213 OLD HWY 11 PURVIS, MS 39475
0120701	30.00		GREAT LENGTHS HAIR SALON 28 MARKET COURT, SUITE 110 HATTIESBURG, MS 39402
0120702	150.00		REGIONS BANK 130 WEST FRONT STREET HATTIESBURG, MS 39401
0120703	20.00	2.20	SIMPSON CLASSIC LOOK #2 409 CARTER STREET HATTIESBURG, MS 39401
0120704	20.00		CONNIE'S DAY CARE 321 S. 23RD AVE. HATTIESBURG, MS 39401
0120706	20.00		MISSISSIPPI TITLE LOANS, INC. 211 BROADWAY DR. ATLANTA, GA 30350
0120707	20.00		PREMIER AUTOMOBILE GROUP, INC. 1419 WEST PINE STREET HATTIESBURG, MS 39403
0120708	20.00		BATTERY WORLD 6152 HWY 98 WEST, STE 20 METAIRIE, LA 70002

PRIVILEGE LICENSE MONTHLY REPORT
April 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120709	20.00		THE ROBINS AND MORTON GROUP 400 SHADES CREEK PRKWY STE 200 BIRMINGHAM, AL 35259
0120710	20.00	9.00	CLARK ELECTRIC 188 ROY TUCKER ROAD HATTIESBURG, MS 39401
0120711	20.00	6.60	CLARK ELECTRIC 188 ROY TUCKER ROAD HATTIESBURG, MS 39401
0120712	20.00	4.20	CLARK ELECTRIC 188 ROY TUCKER ROAD HATTIESBURG, MS 39401
0120713	20.00		CLARK ELECTRIC 188 ROY TUCKER ROAD HATTIESBURG, MS 39401
0120716	81.00	29.97	MIS MS ENTERPRISE, INC. DBA 6563 HWY 49 HATTIESBURG, MS HACIENDA HEIGHTS, CA 91745
0120717	81.00	20.25	MIS MS ENTERPRISE, INC. DBA 6563 HWY 49 HATTIESBURG, MS HACIENDA HEIGHTS, CA 91745
0120718	81.00	10.53	MIS MS ENTERPRISE, INC. DBA 6563 HWY 49 HATTIESBURG, MS HACIENDA HEIGHTS, CA 91745
0120719	50.00		SHERWIN WILLIAMS COMPANY #7455 6424 US HWY 98 CLEVELAND, OH 44101
0120720	80.00		SOUTHERN WOOD PRESERVING OF HBURG 627 HOOD RD. HATTIESBURG, MS 39403
0120722	40.00		N & H ELECTRONICS , INC. 1100 HARDY ST. HATTIESBURG, MS 39401
0120723	150.00	19.50	RANDY PRICE & CO. 6156 HWY 98 WEST HATTIESBURG, MS 39402
0120724	30.00	13.80	GRACE COMMUNITY SCHOOL 30 PIONEER ROAD SOUTH HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
April 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120725	30.00	10.20	GRACE COMMUNITY SCHOOL 30 PIONEER ROAD SOUTH HATTIESBURG, MS 39402
0120726	30.00	6.60	GRACE COMMUNITY SCHOOL 30 PIONEER ROAD SOUTH HATTIESBURG, MS 39402
0120727	30.00		GRACE COMMUNITY SCHOOL 30 PIONEER ROAD SOUTH HATTIESBURG, MS 39402
0120728	20.00		WALNUT SQUARE PHARMACY 124 WALNUT STREET BLDG #3 HATTIESBURG, MS 39401
0120729	80.00		WESTERN CONTAINER 110 WL RUNNELS INDUSTRIAL DRIVE HATTIESBURG, MS 39401
0120730	20.00		CHECK EXCHANGE 3423 HARDY STREET BROOKHAVEN, MS 39601
0120731	32.50		THE CHILDREN'S PLACE #4031 6055 HWY 98, SUITE 10 H'BURG, MS EDINA, MN 55435
0120732	50.00		DOLLAR GENERAL #8538 7068 HWY 49 GOODLETTSVILLE, TN 37072
0120733	50.00		DOLLAR GENERAL STORE #4111 2099 LINCOLN RD HATTIESBURG MS GOODLETTSVILLE, TN 37072
0120735	20.00		A. PRO TOWING 1701 EAST HARDY STREET H'BURG MS HATTIESBURG, MS 39401
0120737	75.00		OXFORD HEALTHCARE 805 W.PINE STREET SUITE B HATTIESBURG, MS 39401
0120738	20.00		INGRAM & ASSOCIATES 2901 ARLINGTON LOOP HATTIESBURG, MS 39404
0120739	20.00		SERENITY NAIL & SPA 24 TURTLE CREEK CROSSING SUITE 190 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
April 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120740	300.00	39.00	NAPA AUTO PARTS OF HATTIESBURG 301 MCLEOD STREET NORCROSS, GA 39232
0120741	30.00		PIERCON, INC. 23 LIBERTY PLACE HATTIESBURG, MS 39402
0120742	20.00		DENNIS PIERCE, INC. 23 LIBERTY PLACE HATTIESBURG, MS 39402
0120744	20.00	6.20	LEGGETT'S 806 SOUTH TIPTON HATTIESBURG, MS 39401
0120745	20.00	3.80	LEGGETT'S 806 SOUTH TIPTON HATTIESBURG, MS 39401
0120746	20.00		TONY VALENTINE BALLOONS, ROSES & 202 BROADWAY DRIVE HATTIESBURG, MS 39401
0120747	20.00		ONE STOP TIRE SHOP 1813 EDWARDS STREET, STE 10 HATTIESBURG, MS 39401
0120748	45.00	6.30	PLANET GYMNASTICS 111 FAIRFIELD DRIVE HATTIESBURG, MS 39401
0120749	20.00	2.60	AMERICAN PRINTING 6186 US HWY 49 HATTIESBURG, MS 39401
0120750	20.00		HAHN PLUMBING, HEATING & COOLING 109 TALL PINES DR. HATTIESBURG, MS 39401
0120751	20.00		HAHN PLUMBING 109 TALL PINES DR. HATTIESBURG, MS 39402
0120752	20.00		JIM SMITH SERVICES, INC. 315 EAST 3RD. ST. HATTIESBURG, MS 39404
0120753	20.00		JIM SMITH SERVICES, INC. 315 EAST 3RD ST. HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
April 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120754	20.00	2.20	HATTIESBURG HARDSCAPES UNLIMITED 5216 HWY 42 HATTIESBURG, MS 39401
0120755	30.00		ANIMAL MEDICAL CENTER OF H'BURG PA 3422 HARDY ST. HATTIEBSURG, MS 39402
0120758	250.00		O'REILLY AUTO PARTS #943 304 BROADWAY DRIVE SPRINGFIELD, MO 65801
0120760	20.00		LEGAL VIDEO SOLUTIONS OF MS 103 GREENWOOD PLACE HATTIESBURG, MS 39402
0120761	40.00	8.40	SEA URCHINS DIVE SHOP 203 NORTH 38TH AVENUE HATTIESBURG, MS 39401
0120762	20.00		HEAVENLY SNOW BALL STAND 818 EDWARDS ST. HATTIESBURG, MS 39402
0120763	62.50	40.00	OWENS BUSINESS MACHINES, INC, 2108 HARDY ST. HATTIESBURG, MS 39401
0120764	62.50	32.50	OWENS BUSINESS MACHINES, INC, 2108 HARDY ST. HATTIESBURG, MS 39401
0120765	62.50	25.00	OWENS BUSINESS MACHINES, INC, 2108 HARDY ST. HATTIESBURG, MS 39401
0120766	62.50	17.50	OWENS BUSINESS MACHINES, INC, 2108 HARDY ST. HATTIESBURG, MS 39401
0120767	62.50	10.00	OWENS BUSINESS MACHINES, INC, 2108 HARDY ST. HATTIESBURG, MS 39401
0120768	30.00	4.00	LAMAR ADVERTISING OF HATTIESBURG 2055 OAK GROVE RD BATON ROUGE, LA 70896
0120769	30.00		ACTION MARINE & POWER CENTER 6453 HWY 49 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
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Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120770	92.50		AMERICAN EAGLE OUTFITTERS #0194 1000 TURTLE CREEK DRIVE LISLE, IL 60532
0120771	300.00		MICHAELS #9816 4400 HARDY ST. DFW, TX 75261
0120773	20.00		CECIL HINTON CO. 3506 ROSEWOOD DR. HATTIESBURG, MS 39401
0120777	30.00		TROPICAL SMOOTHIE CAFE 6129 U.S. HWY 98 HATTIESBURG, MS 39402
0120778	30.00		E - Z PAY RENTALS 910 HARDY ST. HATTIESBURG, MS 39401
0120779	20.00	2.20	UNITED FENCE COMPANY 255 MCLEOD ST. HATTIESBURG, MS 39401
0120780	20.00	2.80	ADVANCED CARPET CARE & RESTORATION, 6413 HWY 98 PURVIS, MS 39475
0120782	39.00		PREMIER HOME FURNISHINGS, INC. 909 HARDY ST. HATTIESBURG, MS 39401
0120783	20.00		GRAND BANK FOR SAVINGS, FSB 2802 LINCOLN ROAD HATTIESBURG, MS 39404
0120784	20.00		CAMERON ELECTRIC MOTOR CO. INC. 115 WEST RD ST. HATTIESBURG, MS 39403
0120785	30.00		BURKETT RADIATOR SHOP 1201 WEST PINE HATTIESBURG, MS 39401
0120786	45.00	19.80	OUR PLACE BAR & GRILL 1900 LINCOLN RD. HATTIESBURG, MS 39402
0120787	45.00	16.20	OUR PLACE BAR & GRILL 1900 LINCOLN RD. HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
April 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120788	45.00	12.60	OUR PLACE BAR & GRILL 1900 LINCOLN RD. HATTIESBURG, MS 39402
0120789	20.00		FIRST NATIONAL CARS & TRUCKS INC. 1503 BROADWAY DR HATTIESBURG, MS 39401
0120790	60.00		B. R. VENDING 110 W. RAY DRIVE HATTIESBURG, MS 39402
0120791	57.00	6.27	MISSISSIPPI MEDICAL SUPPLIES, LLC 6074 HWY 49 HATTIESBURG, MS 39402
0120792	20.00	2.40	GET SOME INK TATTOO 6204 HWY 49N HATTIESBURG, MS 39401
0120793	20.00		DISCOUNT TOBACCO 121 BROADWAY DR. HATTIESBURG, MS 39401
0120794	200.00		ANDERSON CARPET ONE 515 WEST SCOوبا ST. HATTIESBURG, MS 39401
0120795	20.00		NORWOOD PHOTOGRAPHY/LIL' ANGLES 68 FORREST HILL DRIVE HATTIESBURG, MS 39402
0120796	20.00		FAIRCHILD MOTORS, INC. 5061 HWY 42 HATTIESBURG, MS 39401
0120797	440.00		PARRIS JEWELERS, LLC 200 SOUTH 27TH AVENUE HATTIESBURG, MS 39401
0120798	20.00		COMMERCIAL COMMUNICATIONS, LLC 5211 HWY 42 HATTIESBURG, MS 39401
0120799	20.00		WESLEY BRELAND REALTOR 6082 US HWY 49 HATTIESBURG, MS 39401
0120800	30.00		PANAMA FORESTRY EQUIP., INC. 620 MEADOWLANE DR. HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
April 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120801	30.00		KARE-IN-HOME HEALTH SERVICES, INC. 6222 US HWY 98, STE 200 GULFPORT, MS 39503
0120802	30.00		HATTIESBURG ORTHODONTICS, PLLC 704 SOUTH 28TH AVENUE SUITE 20 HATTIESBURG, MS 39402
0120803	20.00	4.20	R & M INC. 1701 E. HARDY ST. HATTIESBURG, MS 39401
0120804	20.00		R & M INC. 1701 E. HARDY ST. HATTIESBURG, MS 39401
0120805	20.00		LANCASTER'S MACHINE & WELDING SHOP 1701 W. 7TH ST. HATTIESBURG, MS 39401
0120806	20.00		DYE PLUMBING, HEATING & A/C 2109 W. 4TH ST. HATTIEBSURG, MS 39401
0120807	20.00		DYE PLUMBING, HEATING & A/C 2109 W. 4TH ST. HATTIEBSURG, MS 39403
0120809	330.00		U-HAUL CO. OF MISSISSIPPI 918 BROADWAY DR. PHOENIX, AZ 85036
0120810	30.00		MCALISTER'S DELI OF HATTIESBURG 2300 HARDY STREET RIDGELAND, MS 39158
0120811	20.00		RGS CONSULTING, LLC 100 W. FLORENCE ST HATTIESBURG, MS HATTIESBURG, MS 39403
0120812	20.00		TURTLE CREEK LAUNDRY, LLC 6068 HWY 98, SUITE 2 AND 3 BASSFIELD, MS 39421
0120813	30.00		PERRY AUTO SALES 5248 HWY. 42 HATTIESBURG, MS 39401
0120814	45.00		EXTENSIONS OF LIVING, LLC 301 HUMBLE AVE STE 174 HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
April 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120815	50.00		SCHOOL & CARNIVAL SUPPLIES, INC. 5583 HWY 42 GULFPORT,, MS 39507
0120816	30.00		SUPER KING BUFFET, INC. 4591 HARDY STREET HATTIESBURG, MS 39402
0120817	42.00		TOWN & COUNTRY CLEANERS 3400 HARDY ST. HATTIESBURG, MS 39401
0120818	30.00		J M H GRAPHICS 223 SOUTH 40TH AVE. HATTIESBURG, MS 39402
0120819	20.00		EYEMART EXPRESS LTD 6117 US HWY 98 SUITE 10 FARMERS BRANCH, TX 75234
0120822	20.00		JAMES STREET LAUNDRY MAT 802 JAMES STREET HATTIESBURG, MS 39401
0120823	20.00		TRIANGLE HEALTHCARE STAFFING SERV. 618 CAMPBELL LOOP HATTIESBURG, MS 39401
0120824	30.00		MEN'S WEARHOUSE & TUX 24 CROSS CREEK PARKWAY HOUSTON, TX 77072



City of Hattiesburg, MS

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

Master

File Number: 2012-0768

File ID: 2012-0768

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/27/2012

Brief Title: Grave Sales

Final Action:

Minute Book Number: MB 2012-1/157

Title:

Approve sale of grave spaces per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Cemetery Deeds, executed Cemetery Deeds

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	05/15/2012					

Text of Legislative File 2012-0768

Title

Approve sale of grave spaces per attached memo.

Summary

Grave Spaces.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Betty K Nance, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)
of the
Southwest Quarter (SW¼)

Lot Number: 32

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Dennis Horne, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½)
of the
Southwest Quarter (SW¼)

Lot Number: 96

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Evelyn Fay Thurman subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Southwest Quarter (SW 1/4)

Lot Number: 36

Section Number: 30

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Janet Edwards, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

SouthEast Quarter (SE 1/4)

Lot Number 71

Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Willie Jean Albertson subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Northwest Quarter (NW 1/4)

Lot Number: 74

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level. GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Raymond V and Linda L Clark subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Northwest Quarter (NW 1/4)

Lot Number: 95

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Eddie Mix Sr subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Northeast Quarter (NE 1/4)

Lot Number: 30

Section Number: 28

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Christine Fenner subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Northeast Quarter (NE 1/4)

Lot Number: 49

Section Number: 27

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Sandy Ratcliff subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southwest Quarter (SW 1/4)

Lot Number: 43

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto William Terrell Allen subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Northeast Quarter (SW 1/4)

Lot Number: 43

Section Number: 30

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Johnny T Tart subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Northwest Quarter (NW 1/4)

Lot Number: 35

Section Number: 31

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Bradale L. John, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

SouthEast Quarter (SE 1/4)

Lot Number 77

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Carolyn Stafford Suggs subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Southeast Quarter (SE 1/4)

Lot Number: 5

Section Number: 8

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars (\$525.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto John Paul and Peggy W Carpenter, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S 1/2) of the Southeast Quarter (SE 1/4)

Lot: 5

Section: 8

&

Northeast Quarter (NE 1/4)

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
three (3) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ada Patrick subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Southwest Quarter (SW 1/4)

Lot Number: 90

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires:

NOTARY PUBLIC

TO: CITY COUNCIL

FROM: Robert Harvey, General Manager of Cemeteries

DATE: May 8, 2012

RE: Grave Sells

The following represents the grave spaces that were sold from
March 29, 2012 through April 25, 2012:

Betty K Nance
(1) space \$150.00
East Half (E1/2) of the Southwest Quarter (SW1/4)
Lot 32, Section 1, South Hill Cemetery

Dennis Horne
(1) space \$150.00
West Half (W1/2) of the Southwest Quarter (SW1/4)
Lot 96, Section 1, South Hill Cemetery

Evelyn Fay Thurman
(1) space \$175.00
North Half (N1/2) of the Southwest Quarter (SW1/4)
Lot 36, Section 30, Highland Cemetery

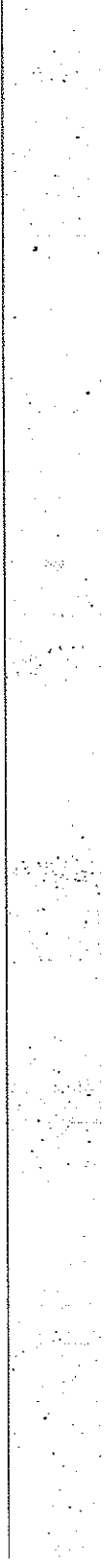
Janet Edwards
(2) spaces \$350.00
Southeast Quarter (SE1/4)
Lot 71, Section 35, Highland Cemetery

Willie Jean Albertson
(1) space \$175.00
North Half (N1/2) of the Northwest Quarter (NW1/4)
Lot 74, Section 36, Highland Cemetery

Raymond V and Linda L Clark
(1) space \$175.00
South Half (S1/2) of the Northwest Quarter (NW1/4)
Lot 95, Section 36, Highland Cemetery

Eddie Mix, Sr
(1) space \$175.00
South Half (S1/2) of the Northeast Quarter (NE1/4)
Lot 30, Section 28, Highland Cemetery

Christine Fenner	
(1) space	\$175.00
North Half (N1/2) of the Northeast Quarter (NE1/4)	
Lot 49, Section 27, Highland Cemetery	
Sandy Ratcliff	
(1) space	\$175.00
South Half (S1/2) of the Southwest Quarter (SW1/4)	
Lot 43, Section 34, Highland Cemetery	
William Terrell Allen	
(1) space	\$175.00
South Half (S1/2) of the Northeast Quarter (NE1/4)	
Lot 43, Section 30, Highland Cemetery	
Johnny T Tart	
(1) space	\$175.00
North Half (N1/2) of the Northwest Quarter (NW1/4)	
Lot 35, Section 31, Highland Cemetery	
Bradale L John	
(2) spaces	\$350.00
Southeast Quarter (SE1/4)	
Lot 77, Section 36, Highland Cemetery	
Carolyn Stafford Suggs	
(1) space	\$175.00
North Half (N1/2) of the Southeast Quarter (SE1/4)	
Lot 5, Section 8, Highland Cemetery	
John Paul and Peggy W Carpenter	
(3) spaces	\$525.00
South Half (S1/2) of the Southeast Quarter (SE1/4)	
and Northeast Quarter (NE1/4)	
Lot 5, Section 8, Highland Cemetery	
Ada Patrick	
(1) Space	\$175.00
North Half (N1/2) of the Southwest Quarter (SW1/4)	
Lot 90, Section 36, Highland Cemetery	



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Dennis Horne, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W¹/₂)
of the
Southwest Quarter (SW¹/₄)

Lot Number: 96 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

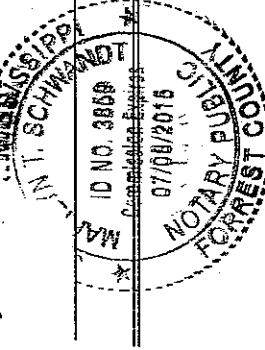
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires:

Marilyn T. Schmitt
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Evelyn Fay Thurman subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Southwest Quarter (SW 1/4)

Lot Number: 36

Section Number: 30

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

Johnny L. DuFree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

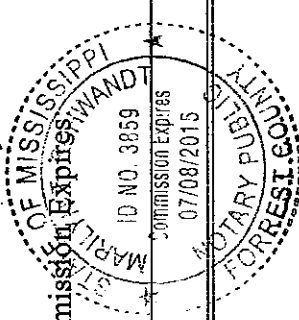
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of MAY, 2012.

My Commission Expires



Manly T. DeLuna
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Betty K Nance, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E $\frac{1}{2}$)
of the
Southwest Quarter (SW $\frac{1}{4}$)

Lot Number: 32

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

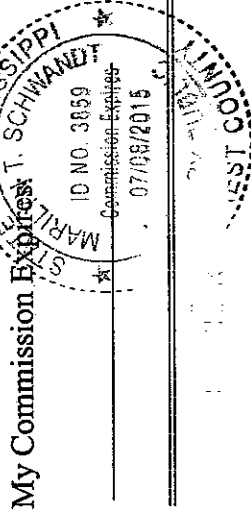
Johnny L. DuPre
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.



Marie L. Schwane
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Janet Edwards, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

SouthEast Quarter (SE 1/4)

Lot Number 71 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

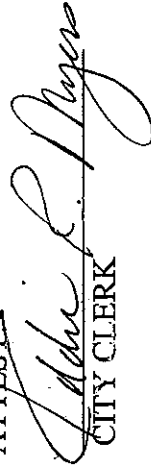
Two Grave space (s).

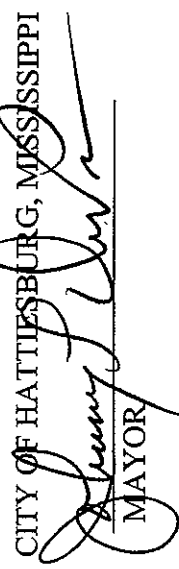
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST


CITY CLERK

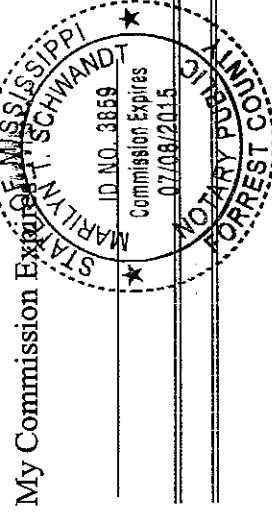
CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Willie Jean Albertson subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Northwest Quarter (NW 1/4)

Lot Number: 74

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

Eddie R. DuFree
CITY CLERK

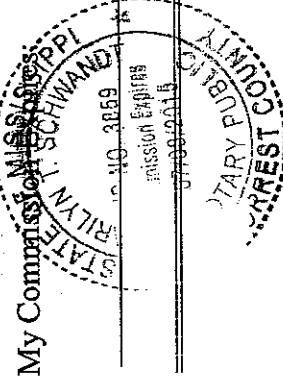
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuFree
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.



Marjorie T. Schwardt
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Raymond V and Linda L Clark subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Northwest Quarter (NW 1/4)

Lot Number: 95

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.
GRANTEE herein shall not sell or convey this lot without a written permit from the

Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

Sherry L. Myers
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

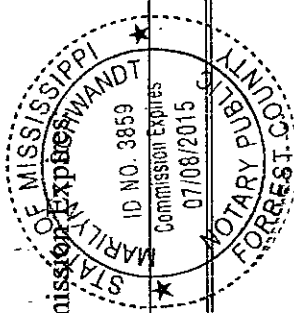
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires



Maureen T. Johnson
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Eddie Mix Sr subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Northeast Quarter (NE 1/4)

Lot Number: 30

Section Number: 28

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

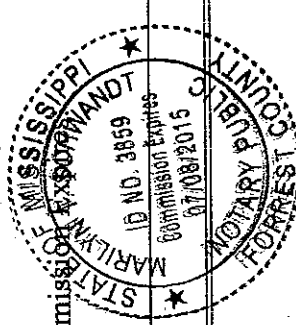
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires



Maury T. Schumacher
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Christine Fenner subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Northeast Quarter (NE 1/4)

Lot Number: 49

Section Number: 27

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

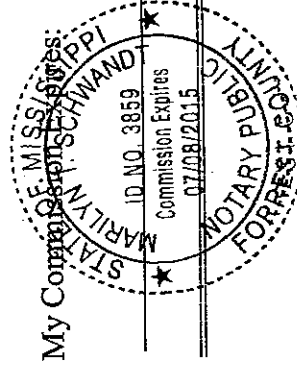
Johnny L. DuPre
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.



Marilyn T. Schwandt
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Sandy Ratcliff subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southwest Quarter (SW 1/4)

Lot Number: 43

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:


CITY CLERK

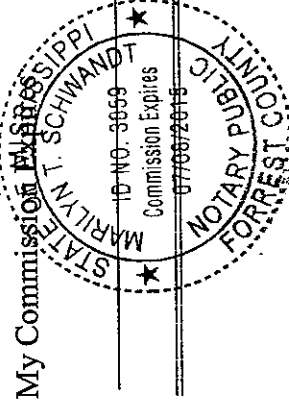

CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto William Terrell Allen subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (\$1/2) Northeast Quarter (SW 1/4)

Lot Number: 43

Section Number: 30

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

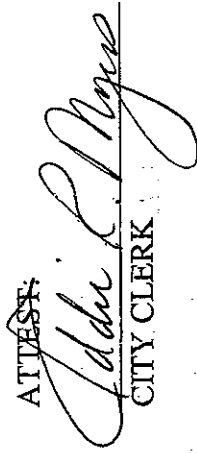
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:


CITY CLERK


CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

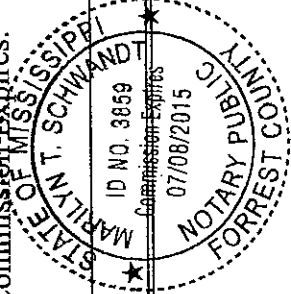
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires:


NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Johnny T Tart subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Northwest Quarter (NW 1/4)

Lot Number: 35

Section Number: 31

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

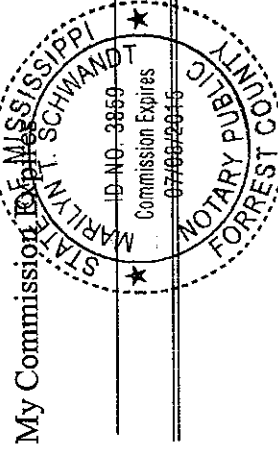
CITY OF HATTIESBURG, MISSISSIPPI
Johnny T. Tart
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.



Maude T. Schwandt
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Bradale L. John, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

SouthEast Quarter (SE 1/4)

Lot Number 77 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST

Eddie R. Myers
CITY CLERK

John R. Myers
MAYOR
CITY OF HATTIESBURG, MISSISSIPPI

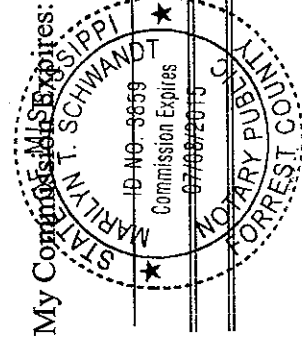
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Comm. Expires:



Marilyn T. Schwandt
NOTARY PUBLIC

STATE OF MISSISSIPPI

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Carolyn Stafford Suggs, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Southeast Quarter (SE 1/4)

Lot Number:5
Section Number:8

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

~~ATTES:~~


MAYOR

(SEAL)

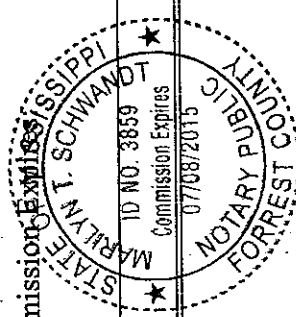
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My Commission Expires

Marilyn T. Schmitt
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars (\$525.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto John Paul and Peggy W Carpenter, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S 1/2) of the Southeast Quarter (SE 1/4)

Lot: 5 Section: 8

&

Northeast Quarter (NE 1/4)

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
three (3) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

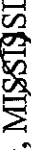
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

~~ATTEST:~~

Adrian P. Myers
CITY CLERK

(SEAL)



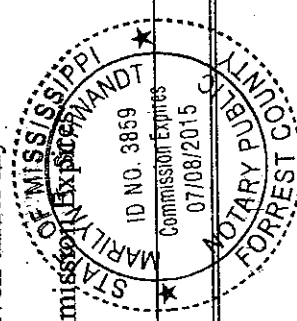
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.

My C



Manly T. Brown
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ada Patrick subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Southwest Quarter (SW 1/4)

Lot Number: 90

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 15th day of May, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

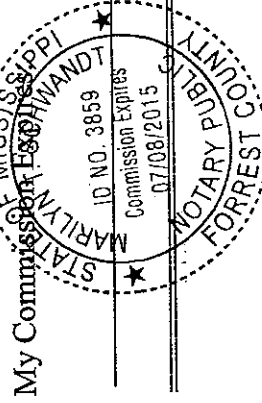
Johnny L. DuFree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 15th day of May, 2012.



Marilyn F. Schwandt
NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2012-0775

File ID: 2012-0775

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/07/2012

Brief Title: Acknowledge Proofs of Publication for April 2012

Final Action:

Minute Book Number: MB 2012-1/157

Title:

Acknowledge Proofs of Publication for the month of April, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Publication for April 2012

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012					

Text of Legislative File 2012-0775

Title

Acknowledge Proofs of Publication for the month of April, 2012.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

1040.6150

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

CRYSTAL HORTON

H12998
CITY OF HBURG,
0200397626
NTB-Runway 31 Drainage & Safety Improvem

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2012
3/30/2012

Size: 611 words / 1.00 col. x 148.00 lines
Published: 2 time(s)
Total: \$141.42

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/30/2012.

Jennifer J. Brogdon
Notary Public
March 30 2012
Date



ADVERTISEMENT FOR
BIDDERS

Proof of Publication
Required.

SEALED BIDS for construction of the following will be received by the City of Hattiesburg in the City Clerks Office, City Hall, Hattiesburg, MS 39403 until 10:00 a.m. Central Time on April 26, 2012 for Hattiesburg-Bobby L. Chain Airport Runway 31 Drainage & Safety Area Improvements, (AIP No. 3-28-0031-0018-2011) for the City of Hattiesburg.

This project shall generally consist of work which includes: earthwork, drainage, base, paving, marking and turfing.

Each bid shall generally be accompanied by a bid bond, certified check or cashier's check for an amount equal to five (5) percent of the total base bid.

Bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the Contract Documents are on file at the airport manager's office, 29 Academy Drive, Hattiesburg, MS 39401 and are open for public inspection.

Contract documents may be examined and secured by licensed contractors, sub-contractors, and material suppliers from ARE Consultants, Inc. at the Hattiesburg Bobby L. Chain Municipal Airport upon deposit of two Hundred Dollars (\$200.00) per set for each set obtained. Direct questions to the Engineer at the Airport office (601) 544-8661 or at (318) 222-8252. The deposit will be refunded upon return of the drawings and specifications in good condition within ten (10) days after date of opening of bids.

Evidence that a Contractor holds a valid Mississippi Contractor's License must be presented prior to release of bidding documents and/or submittal of a bid proposal. The required classification is Highway, Street, and Bridge Construction.

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the specifications.

The following question will be asked of all bidders: Has the bidder defaulted on a contract or ever been involved in litigation with a political subdivision of the State of Mississippi or any other state or country? YES NO If "YES," please supply full details.

The City of Hattiesburg reserves the right to reject any or all bids and to waive informalities.

The bids shall be presented in a sealed envelope marked:

Bobby L. Chain Airport Runway 31 Drainage & Safety Area Improvements AIP No. 3-28-0031-0018-2012 for the City of Hattiesburg.

BID DATE: April 26, 2012 10:00 a.m. Central Time

A mandatory pre-bid conference is scheduled for 10:00 a.m. April 12th in the Airport Conference Room, Hattiesburg, MS 39403.

PUBLISHED by Order of the Council on the 20th day of March A.D., 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R. Myers/s/
Eddie R. Myers, City Clerk

Publish: 3-23-12 & 3-30-12
0200397626.00

1040.6160

Proof of Publication
The State of Mississippi
Forrest County

H12998
PASTE PROOF HERE
ORD. #3085

ORDINANCE NUMBER 3085 OF THE CITY OF HATTIESBURG, MISSISSIPPI AN ORDINANCE CHANGING AND AMENDING THE LAND DEVELOPMENT CODE, ORDINANCE NUMBER 2330, AS AMENDED, SO AS TO ADD SECTION 89.20, SECTION 99, AND SECTION 124.03; TO AMEND SECTIONS 116.01 (11), 117.01, 125.08 (7) AND 126.06 TO ALLOW FOR PEDESTRIAN AND BICYCLE ACCESS AND CIRCULATION; AND TO REPEAL SECTION 117.02, FOR THE CITY OF HATTIESBURG, MISSISSIPPI.

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

SECTION 1. That the Land Development Code, Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 5, Section 89, be and the same is hereby amended to add Section 89.20, to hereinafter read as follows:

"89.20. Bicycle Parking Spaces:
1. Spaces Required: Bicycle parking spaces shall be provided if an existing or under construction bicycle lane or shared-use pathway exists within a 1-mile radius of the proposed development. The development must provide at least 3 bicycle parking spaces or bicycle parking spaces equal in number to at least 10% of the actual number of off-street vehicle parking spaces provided, whichever is greater. After the first 20 bicycle parking spaces are provided, additional bicycle parking spaces must be provided at 50% of the otherwise required ratio.

2. Design and Location

A. General: Inverted U-bike racks are required for bicycle parking spaces. The Site Plan Review Committee is authorized to approve alternative designs that offer an equivalent level of safety, security and effectiveness. In all cases, required bicycle parking spaces must:

1. Consist of bike racks or lockers anchored so that they cannot be easily removed;
2. Be of solid construction, resistant to rust, corrosion, hammers, and saws;
3. Allow both the bicycle frame and the wheels to be locked using a standard U lock;
4. Be designed so that they will not cause damage to the bicycle; and
5. Facilitate easy locking without interference from or to adjacent bicycles.

B. Size: Required bicycle parking spaces must have minimum dimensions of 2 feet in width by 6 feet in length, with a minimum overhead vertical clearance of 7 feet."

SECTION 2. That the Land Development Code, Ordinance Number 2330, as amended, of

hereinafter read as follows:

"SECTION 99 PEDESTRIAN BICYCLE ACCESS AND CIRCULATION"

99.01 Required Pedestrian Bicycle Access: A.
All new development (including developed sites or existing sites) the total gross floor area of the proposed existing structure(s) is increased by at least fifty percent) shall be provided by a system of sidewalks that is safe, convenient, efficient, and promotes the movement of pedestrians and bicycles from the following origin and destination within the development, as follows: between the internal sidewalk and the existing or planned sidewalk system and any adjacent public parks, greenways, community centers, and street areas:

1. The primary entrance(s) of buildings
2. Off-street parking bays serving buildings;
3. Any designated or planned bus stop shelters (on-site or on an adjacent lot) and
4. Recreation facilities and other community area and amenities.

B. Adjacent to Roadway:
All new development (including developed sites or existing sites) the total gross floor area of the proposed existing structure(s) is increased by at least fifty percent) shall install sidewalks, bicycle lanes, and/or shared-use pathways along all new or existing public roadways including loop streets, cul-de-sacs, streets, and road bridges.

1. Sidewalks shall be installed on both sides of all roadways within the development. Sidewalks along roadways shall not be required in the following cases:
 - a. An existing sidewalk meeting city standards is already in place; or
 - b. The roadway is located within districts A1, A2, 11, or 12;
2. Sidewalks shall be installed along the entire frontage of the development with an existing public street. Sidewalks along these existing roadways shall be required in the following cases:
 - a. An existing sidewalk meeting city standards is already in place; or
 - b. The roadway is located within districts A1, A2, 11, or 12; or
 - c. The roadway is located within zoning districts BS and no sidewalks along roadway within a 4,000 foot radius; or
 - d. The roadway is located within districts R1 or R2 and no sidewalks along roadway exist within a 1,000 foot radius.
3. Bicycle lanes shall be installed on both sides of all roadways within the development.

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

Crystal Horton

authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi being duly sworn, states that the notice, a true and correct copy of which is hereto attached, appeared in the front page of said newspaper as follows:

Date of Publication:

March 28, 2012

10X6.00"
\$295.80

Authorized Clerk
of the Hattiesburg American

Jennifer J. Brogdon
Notary Public

to and subscribed before me on

March 28, 2012



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200398522
ITEM#16 UNIFORMS HATTIESBURG POLICE

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, April 19, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies during the period beginning April 19, 2012 and ending March 31, 2014, to-wit:

ITEM #16 UNIFORMS FOR
THE HATTIESBURG
POLICE DEPARTMENT

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4562, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID® and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 6th day of March, 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R. Myers/s/

CITY CLERK

(SEAL)

Publish: March 28, 2012 &
April 4, 2012

0200398522-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

3/28/2012

3/28/2012

4/4/2012

Size: 297 words / 1.00 col. x 66.00 lines

Published: 2 time(s)

Total: \$74.34

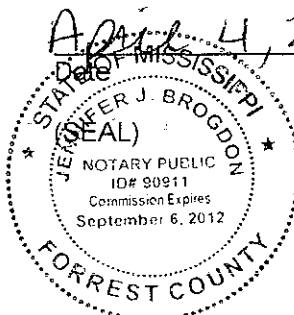
Signed

Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 4/4/2012.

Notary Public



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200399280
ITEM#28 STEEL TRAFFIC SIGNAL & EQUIP

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Monday, April 23, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies during the period beginning April 23, 2012 and ending March 31, 2014, to-wit:

ITEM #28 STEEL TRAFFIC
SIGNAL AND EQUIPMENT
POLES

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 3rd day of January, 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Publish: April 5th & 12th,
2012

0200399280-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

4/5/2012

4/5/2012

4/12/2012

Size: 307 words / 1.00 col. x 68.00 lines

Published: 2 time(s)

Total: \$76.54

Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/12/2012.

Notary Public

Date



(SEAL)

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200399806
CHANGE COUNCIL TIME NOTICE

RESOLUTION

WHEREAS, on the 16th day of November, 1993, the Hattiesburg City Council adopted Ordinance Number 2467, which established the meeting date of the City Council meeting to first Tuesday after the first Monday of each month and on Tuesday two weeks later, in accordance with Mississippi State Code 21-8-11; and

WHEREAS, both the City Clerk and Clerk of Council will attend a National Municipal Clerks' Conference during the third week of May 2012; and

WHEREAS, it will therefore be necessary for the City Council meetings to take place one week earlier.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby change the date of said meetings to May 1, 2012 and May 15, 2012.

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

YEAS: Bradley NAYS: None ABSENT: Delgado
Carroll
Ware
Naylor

The President thereby declared the motion carried and the resolution adopted, this the 6th day of March, 2012.

(SEAL)

ATTEST: ADOPTED:

Debra K. Bernardo /s/ Kim Bradley /s/
CLERK OF COUNCIL PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 6th day of March, 2012.

ATTEST: ADOPTED:

Eddie R. Myers /s/ Johnny L. DuPree /s/
CITY CLERK MAYOR

Publish: 4/11/12

0200399806-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

4/11/2012

Size: 384 words / 2.00 col. x 59.00 lines

Published: 1 time(s)

Total: \$51.08

Signed _____
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/11/2012.

Jennifer J. Brogdon
Notary Public

April 11, 2012
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200399491
ONE NEW STREET SWEEPER FOR PUBLIC
WORKS

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, May 3, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE NEW STREET
SWEEPER FOR PUBLIC
WORKS**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, and 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, which may be obtained upon request by contacting Kormas Eaton at (601) 545-4552. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities. PUBLISHED by Order of the Council on this, the 3rd day of April 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/
CITY CLERK

(SEAL)

Publish: April 13th & 20th,
2012

0200399491-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

4/13/2012

4/13/2012

4/20/2012

Size: 274 words / 1.00 col. x 60.00 lines

Published: 2 time(s)

Total: \$69.28

Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/20/2012.

Jennifer J. Brogdon
Notary Public

April 20, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

CRYSTAL HORTON

H12998
CITY OF HBURG,
0200400202
PUBLIC NOTICE MAY

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

4/13/2012

Size: 796 words / 1.00 col. x 187.00 lines

Published: 1 time(s)

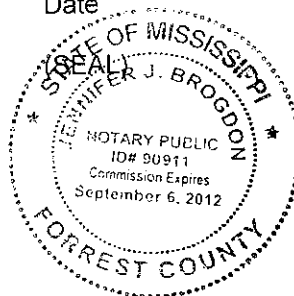
Total: \$100.52

Signed _____
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/13/2012.

Jennifer J. Brogdon
Notary Public

April 13, 2012
Date



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed and represented by the City of Hattiesburg, to designate the zoning classification of a certain annexed property located on Jackson Road (PPIN 08540 and 032824 through 32923, Ward 1) to R-1A (Single-Family Residential District), said property being more particularly described as follows, to-wit:

A part of the North 1/4 of the Northeast 1/4 of Section 2, Township 4 North, Range

14 West in the County of Lamar, State of Mississippi and being more particularly described as Beginning at a Concrete Monument at the Northeast Corner of said Section 2; thence run S00°38'37"E along the East Line of the Northeast 1/4 of the said Northeast 1/4 for 911.95 feet, thence run West for 200.39 feet, thence run S35°24'55"W for 139.76 feet, thence run S15°56'44"W for 89.24 feet, thence run S39°00'47"W for 73.94 feet, thence run S88°59'49"W for 84.57 feet, thence run S60°23'24"W for 164.59 feet, thence run S81°18'08"W for 99.99 feet, thence run N13°10'15"E for 53.95 feet, thence run N18°57'39"E for 29.72 feet, thence run S29°33'17"W for 56.24 feet, thence run S10°44'14"W for 35.31 feet, thence run S89°00'14"W for 178.28 feet, thence run N00°59'46"W for 241.21 feet, thence run Northeastly along an Arc to the Right for 15.71 feet, said Arc having a Radius of 10.00 feet, a Chord Bearing of N44°00'14"E and a Chord Distance of 14.14 feet, thence run S89°00'14"W for 70.00 feet, thence run Southeastly along an Arc the Right for 15.71 feet, said Arc having a Radius of 10.00 feet, a Chord Bearing of S45°59'46"E and a Chord Distance of 14.14 feet, thence run S00°59'46"E for 275.27 feet, thence run N89°28'24"W for 363.34 feet, thence run S85°13'10"W for 48.13 feet, thence run N88°28'45"W for 52.78 feet, thence run N33°34'02"W for 93.27 feet, thence run N50°36'13"W for 94.75 feet, thence run N83°36'02"W for 21.07 feet, thence run N61°02'43"W for 50.40 feet, thence run S47°55'42"W for 42.32 feet, thence run S37°25'30"W for 41.00 feet, thence run N88°36'23"W for 55.08 feet, thence run S64°45'25"W for 44.77 feet, thence run S87°41'01"W for 61.10 feet, thence run S22°28'54"W for 37.55 feet, thence run S76°42'16"W for 30.08 feet, thence run N46°18'15"W for 36.65 feet, thence run N01°17'30"W for 111.41 feet, thence run N65°26'02"E for 40.41 feet, thence run N27°00'22"E for 55.24 feet, thence run N44°37'34"E for 31.47 feet, thence run N01°05'39"W for 15.57 feet, thence run

N30°10'44"E for 43.78 feet, thence run Northwestly along an Arc to the Right for 172.23 feet, said Arc having a Radius of 275.00 feet, a Chord Bearing of N38°54'18"W and a Chord Distance of 169.43 feet, thence run Southwestly along an Arc to the Right for 15.71 feet, said Arc having a Radius of 10.00 feet, a Chord Bearing of S24°01'58"W and a Chord Distance of 14.14 feet, thence run S69°01'43"W for 118.89 feet, thence run N78°28'35"W for 94.12 feet, thence run S62°08'53"W for 112.60 feet, thence run S89°24'03"W for 27.47 feet, thence run N80°10'57"W for 233.45 feet, thence run N77°15'11"W for 96.57 feet, thence run N12°44'49"E for 24.00 feet, thence run S77°15'11"E for 45.00 feet, thence run N12°44'49"E for 30.00 feet, thence run N35°37'08"W for 24.11 feet, thence run N77°15'11"W for 55.00 feet, thence run S65°11'23"W for 85.00 feet to a Point on the East Line of the Northwest 1/4 of the said Northeast 1/4, thence run N00°10'27"W along the said East Line for 832.30 feet to a Concrete Monument at the Northwest Corner of the said Northwest 1/4 of the Northeast 1/4, thence run S89°21'56"E along the North Line of the said Northwest 1/4 of the Northeast 1/4 for 1,330.01 feet to a Concrete Monument at the Northeast Corner of the said Northwest 1/4 of the Northeast 1/4, thence run N89°54'50"E along the North Line of the said Northeast 1/4 of the Northeast 1/4 for 1,321.19 feet to the Point of Beginning, comprising 66.60 Acres, more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, May 2, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

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

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers /s/_____
CITY CLERK

(SEAL)

Publish: April 13, 2012

0200400202-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200400179
HATTIESBURG ANALYSIS OF IMPEND

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

4/18/2012
4/18/2012
4/18/2012
4/25/2012

Size: 952 words / 2.00 col. x 138.00 lines
Published: 2 time(s)
Total: \$215.69

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/25/2012.

Germuella C. Brogdon
Notary Public
April 25, 2012
Date

8B ■ HATTIESBURG AMERICAN ■
REQUEST FOR PROPOSALS
FOR PROFESSIONAL PLANNING CONSULTANT
SERVICES

The City of Hattiesburg is requesting proposals from
qualified individuals or firms for Planning Services for its
Community Development Block Grant (CDBG) Entitle-
ment Program. All services will be provided in accord-
ance with applicable state and federal program rules and
regulations under the Community Development Block
Grant (CDBG) Program.

Four Proposals should be sealed and properly labeled as
set forth in the information packages and may be hand-
delivered or mailed to the City Clerk's Office, City of Hat-
tiesburg, 200 Forrest Street, P. O. Box 1898, Hatties-
burg, MS 39403 and received at the City Hall Board
Room no later than May 3, 2012 by 10:00 a.m. after
which time they will be opened and publicly an-
nounced. The Selection Review Committee will then re-
view each proposal and select a qualified firm or individ-
ual.

All Proposals should be clearly identified as follows:

NAME OF FIRM OR INDIVIDUAL
PROPOSALS FOR PROFESSIONAL PLANNING
CONSULTANT SERVICES
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

Scope of Work

The selected consultant firm or individual shall be
responsible for performance of services in accordance
with applicable state and federal laws, regulations and
procedures. The scope of work is detailed as follows:

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

The City is in the process of developing its Five-Year
Consolidated and One-Year Action Plan that is submitted
to the U. S. Department of Housing and Urban Develop-
ment. The Consolidated Plan is the City's application for
funding under the Community Development Block Grant
(CDBG) Entitlement Program for a five year period. An
Analysis of Impediments to Fair Housing must be includ-
ed in this Consolidated Plan. The City is seeking firms to
assist the City and its agents in completing its Analysis of
Impediments, which shall be prepared in accordance
with HUD requirements.

Firms or individuals proposing to perform planning ser-
vices should submit a list of their qualifications, experi-
ence, and capacity for performance. Preparation of the
Analysis of Impediments to Fair Housing will include the
following tasks:

- Analysis of Impediments. Prepare and Analysis of
Impediments to Fair Housing in accordance with HUD
regulations.
- Consult with various community stakeholders. As di-
rected in 24 CFR 91.100, at a minimum, consult with (1)
housing services, (2) health services, (3) social services,
(4) homeless services, (5) county, (6) state, (7) adjacent
jurisdictions, (8) HOPWA, (9) lead-based paint, and (10)
public housing authorities.
- Public Hearings. Conduct all related public hearings
act as liaison between the community, Department of
Federal and State Programs, and City officials.
- Mapping. Generate project maps.

Contract Type

The City of Hattiesburg desires to enter into a contract
with the selected firm or individual on a lump sum basis
with a mutually agreeable predetermined maximum up-
set price.

Proposal Content and Evaluation Criteria

In order for your proposal to be properly evaluated, you
must submit a Statement of qualifications, Experience,
Capacity, and Price in sufficient detail to be evaluated.
The proposal must include the following parts:

1. **Qualifications** - Information reflecting
qualifications of persons to be assigned
to provide services. 35

2. **Experience** - Information regarding the
experience of the firm, particularly
in connection with the completion of Analysis
of Impediments. The information submitted
should, as a minimum, include a listing of the
Analysis of Impediments prepared by the Consultant
and the name of the city for which Plans were pre-
pared. 35

3. **Capacity for Performance (Work Force)**
Identify number and title of staff available to
provide services. As evidence of capacity,
the City will consider previous records
with regard to performance in preparation of
Consolidated Plans and Actions Plans. 20

4. **Cost** - Provide a lump sum cost of the work to be
performed 10

TOTAL POINTS 100

The City of Hattiesburg reserves the right to reject any
and all proposals and to waive any irregularities or
informalities in the proposal process. The City of Hatties-
burg is an equal opportunity employer. MBE and WBE
firms/individuals are encouraged to submit a proposal.

All questions related to this Legal Ad shall be submitted
in writing and directed to:

Franklyn L. Tate, Director
Department of Federal and State Programs
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1006
ftate@hattiesburgms.com

PUBLISHED by Order of the Council on this, the 17th
day of April 2012.

CITY OF HATTIESBURG, MISSISSIPPI
(SEAL)

BY: Eddie R Myers/s/
CITY CLERK

Johnny L. DuPree, Mayor

PUBLISH: April 18, 2012; April 25, 2012

0200400179-01

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200401016
TECHPOLICY MTGS PUBLIC NOTICE

PUBLIC NOTICE

The Hattiesburg-Petal-
Forrest-Lamar Metropolitan
Planning Organization
Technical Committee will
meet in session as follows:

**Hattiesburg Intermodal
Train Depot
308 Newman St.
Hattiesburg, MS 39401
Wednesday, May 2, 2012
10:00 a.m.**

Copies of the tentative
agenda may be picked up
at the City of Hattiesburg
City Clerk's Office, located
on the 2nd floor of City Hall,
200 Forrest Street, Hatties-
burg or at the Hattiesburg
Intermodal Facility (Train
Depot) located at 308 New-
man St. This public notice
will serve to fulfill the public
participation requirements
under FTA Section 5307
Program Projects for the
City of Hattiesburg's Hub
City Transit (HCT) system.

The Hattiesburg-Petal-
Forrest-Lamar Metropolitan
Planning Organization ad-
heres to the Americans with
Disabilities Act will make
reasonable modification for
access to its meetings upon
request. Please contact
Cheryl 601-545-4670 to
make arrangements for
transportation.

Publish: April 22 & 29, 2012
0200401016-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

4/22/2012

4/22/2012

4/29/2012

Size: 180 words / 1.00 col. x 45.00 lines

Published: 2 time(s)

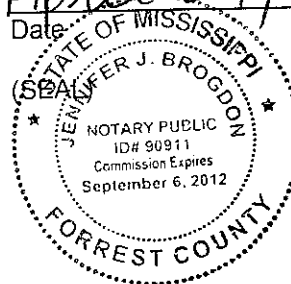
Total: \$48.60

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/29/2012.

Jennifer J. Brogdon
Notary Public

April 29, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200401488
FORTUNE TELLING ORD. 3086

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

4/27/2012
4/27/2012

Size: 671 words / 2.00 col. x 109.00 lines
Published: 1 time(s)
Total: \$86.80

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

2012

ORDINANCE NUMBER 3086
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING ORDINANCE NUMBER
2330, AS AMENDED,

TO AMEND ARTICLE 1, SECTION 5, TO ADD A
DEFINITION FOR "PSYCHIC/FORTUNE-TELLING
BUSINESS OR PSYCHIC READING/SPIRITUAL AD-
VISOR BUSINESS" AS SECTION 5.138.1;
TO AMEND ARTICLE 4, SECTION 60.03 (8) FROM
"RESERVED" TO HEREINAFTER READ
"PSYCHIC/FORTUNE-TELLING BUSINESS OR
PSYCHIC READING/SPIRITUAL ADVISOR
BUSINESS"

AS A USE PERMITTED UPON REVIEW; AND
TO AMEND ARTICLE 4, SECTION 62.02 (69) FROM
"RESERVED" TO HEREINAFTER READ
"PSYCHIC/FORTUNE-TELLING BUSINESS OR
PSYCHIC READING/SPIRITUAL ADVISOR BUSINESS"
AS A PERMITTED USE
FOR THE CITY OF HATTIESBURG

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF
THE CITY OF HATTIESBURG, MISSISSIPPI:
SECTION 1. That Article 1, Section 5 of the Land Devel-
opment Code, Ordinance Number 2330, adopted De-
cember 5, 1989, be and the same is hereby amended to
add the following section and definition:
"5.138.1 Psychic/Fortune-Telling Business or Psychic
Reading/Spiritual Advisor Business - pertaining to
predictions, opinions or interpretations of the past, pres-
ent, and future based on intuitive or mental powers or su-
pernatural influences and not statistical or otherwise em-
pirical evidence. Psychic/Fortune-Telling Business or
Psychic Reading/Spiritual Advisor Business do not in-
clude advice or forecasting based on historical trends or
given during licensed medical care."

SECTION 2. That the Comprehensive Zoning Ordi-
nance Number 2330, as amended, of the City of
Hattiesburg, Mississippi, Article 4, Section 60, B-3, Com-
munity Business District, specifically Section 60.03 (8)
"Reserved", be and the same is hereby changed and
amended to add "Psychic/Fortune-Telling Business or
Psychic Reading/Spiritual Advisor Business," as a Use
Permit Upon Review, and to hereinafter read as follows:
"60.03 (8). Psychic/Fortune-Telling Business or Psychic
Reading/Spiritual Advisor Business

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

SECTION 4. Except as hereby expressly changed and
amended, the aforesaid Comprehensive Zoning
Ordinance Number 2330, adopted December 5, 1989, as
amended, of said City of Hattiesburg, Mississippi, shall
be and remain in full force and form as adopted.
SECTION 5. That this Ordinance take effect and be in
force thirty (30) days from and after passage as provided
by law.

The foregoing Ordinance having been reduced to writing,
the same was introduced by Councilmember Ware,
seconded by Councilmember Delgado, and was adopted
by the following vote to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor
NAYS: None

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

(S E A L)

ATTEST:

Debra K. Bernardo /s/
CLERK OF COUNCIL

ADOPTED:

Kim Bradley /s/
PRESIDENT

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

TEST:

APPROVED:



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200401499
BUDGET ADMENDMENT

**HATTIESBURGAMERICAN.COM
RESOLUTION**

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

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

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

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

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

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

Balance:

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

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

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor
NAYS: None

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

(SEAL)

ATTEST: ADOPTED:

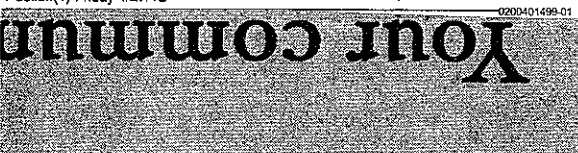
Debra K. Bernardo /s/ Kim Bradley /s/
CLERK OF COUNCIL PRESIDENT

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

ATTEST: APPROVED:

Eddie R. Myers /s/ Johnny L. DuPree /s/
CITY CLERK MAYOR

Publish(1) Friday 4/27/12



PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

4/27/2012

4/27/2012

Size: 1,850 words / 3.00 col. x 223.00 lines

Published: 1 time(s)

Total: \$229.00

Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/27/2012.

Jennifer J. Brogdon
Notary Public

April 27, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

CRYSTAL HORTON

H12998
CITY OF HBURG,
0200401525
APPEAL WAFFLE HOUSE

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

4/27/2012

Size: 586 words / 1.00 col. x 135.00 lines

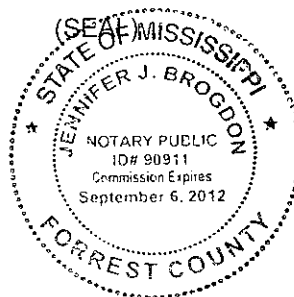
Published: 1 time(s)

Total: \$75.32

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/27/2012.

Jennifer J. Brogdon
Notary Public
April 27, 2012
Date



PUBLIC HEARING

NOTICE is hereby given that a petition was filed by W. H. Capital, LLC c/o Waffle House, Inc., owner and represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, with the Mayor and Council of the City of Hattiesburg, Mississippi, to vary from the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 5, Section 95.10 (2D) which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 1/4"), for a variance of four foot eleven (4'11 1/4"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4), said property being more particularly described as follows, to-wit:

A part of Block 6 of the West End Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, also being described as part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 4 North, Range 13 West, County of Forrest, State of Mississippi and being more particularly described as follows: Commencing at a found 3/4-inch iron pipe at the southeast corner of Block 1 of the West End Addition to the City of Hattiesburg, County of Forrest, State of Mississippi; thence run South 00 degrees 23 minutes 22 seconds East for 1,271.49 feet; thence run South 44 degrees 05 minutes 20 seconds West for 56.96 feet; thence run South 89 degrees 41 minutes 32 seconds West for 208.27 feet to the POINT OF BEGINNING; thence continue South 89 degrees 38 minutes 00 seconds West for 153.37 feet; thence run South 00 degrees 19 minutes 03 seconds East for 170.42 feet to a point in the north right-of-way line of Highway 49 Service Drive; thence run northeasterly along said north right-of-way line along a curve to the left for 161.77 feet, said curve having a radius of 980.00 feet, a delta angle of 09 degrees 27 minutes 28 seconds and a chord bearing of North 71 degrees 18 minutes 25 seconds East and a chord distance of 161.60 feet; thence run North 00 degrees 18 minutes 47 seconds West for 119.61 feet to the Point of Beginning. Said parcel comprises 0.52 acres more or less.

After hearing, the Hattiesburg Planning Commission recommend that the petition be DENIED, and proponents represented by Ken Williams, Vice President, W. H. Capital, LLC c/o Waffle House, Inc., owners, being aggrieved with the recommendation, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4 P.M., Monday, May 14, 2012 in the City Hall Building, 2nd Floor, City Council Room, 200 Forrest Street, Hattiesburg, Mississippi, at which time and at which said hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 17th day of April, A.D. 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/ CITY CLERK

(SEAL)

Publish (1) Friday, April 27, 2012

0200401525.00

082285.6/50

OFFICE OF PUBLICATION STATE OF MISSISSIPPI HINDS COUNTY

PASTE P

C19347
THE CITY OF
0200400375
Analysis of Imp

detailed as follows:
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING
The City is in the process of developing its Five-Year Consolidated and One-Year Action Plan that is submitted to the U. S. Department of Housing and Urban Development. The Consolidated Plan is the City's application for funding under the Community Development Block Grant (CDBG) Entitlement Program for a five year period. An Analysis of Impediments to Fair Housing must be included in this Consolidated Plan. The City is seeking firms to assist the City and its agents in completing its Analysis of Impediments, which shall be prepared in accordance with HUD requirements.

Firms or individuals proposing to perform planning services should submit a list of their qualifications, experience, and capacity for performance. Preparation of the Analysis of Impediments to Fair Housing will include the following tasks:

- Analysis of Impediments. Prepare and Analysis of Impediments to Fair Housing in accordance with HUD regulations.
- Consult with various community stakeholders. As directed in 24 CFR 91.100, at a minimum, consult with (1) housing services, (2) health services, (3) social services, (4) homeless services, (5) county, (6) state, (7) adjacent jurisdictions, (8) HOPWA, (9) lead-based paint, and (10) public housing authorities.
- Public Hearings. Conduct all related public hearings act as liaison between the community, Department of Federal and State Programs, and City officials.
- Mapping. Generate project maps.

or informalities in the proposal process. The City of Hattiesburg is an equal opportunity employer. MBE and WBE firms/individuals are encouraged to submit a proposal.
All questions related to this Legal Ad shall be submitted in writing and directed to:
Franklyn L. Tate, Director
Department of Federal and State Programs
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1006
fate@hattiesburgms.com
PUBLISHED by Order of the Council on this, the 17th day of April 2012.
CITY OF HATTIESBURG, MISSISSIPPI (SEAL)
BY: Eddie R. Myers/s/CITY CLERK
Johnny L. DuPree, Mayor - April 18, 2012; April 25, 2012.

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

4/18/2012
4/25/2012

Size: 846 words / 1.00 col. x 234.00 lines
Published: 2 time(s)
Total: \$198.12

Signed Ann Middleke
Authorized Clerk of
The Clarion-Ledger

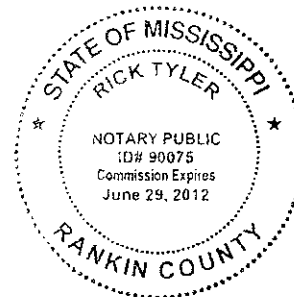
SWORN to and subscribed before me on 4/25/2012.

Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



REQUEST FOR PROPOSALS FOR PROFESSIONAL PLANNING CONSULTANT SERVICES	Contract Type
The City of Hattiesburg is requesting proposals from qualified individuals or firms for Planning Services for its Community Development Block Grant (CDBG) Entitlement Program. All services will be provided in accordance with applicable state and federal program rules and regulations under the Community Development Block Grant (CDBG) Program.	The City of Hattiesburg desires to enter into a contract with the selected firm or individual on a lump sum basis with a mutually agreeable predetermined maximum upset price.
Four Proposals should be sealed and properly labeled as set forth in the information packages and may be hand delivered or mailed to the City Clerk's Office, City of Hattiesburg, 200 Forrest Street, P. O. Box 1898, Hattiesburg, MS 39403 and received at the City Hall Board Room no later than May 3, 2012 by 10:00 a.m. after which time they will be opened and publically announced. The Selection Review Committee will then review each proposal and select a qualified firm or individual.	Proposal Content Evaluation Criteria In order for your proposal to be properly evaluated, you must submit a Statement of qualifications, Experience, Capacity, and Price in sufficient detail to be evaluated. The proposal must include the following parts: 1. Qualifications - Information reflecting qualifications of persons to be assigned to provide services. 35 2. Experience - experience of the firm, particularly in connection with the completion of Analysis of Impediments. The information submitted should, as a minimum, include a listing of the Analysis of Impediments prepared by the Consultant and the name of the city for which Plans were prepared. 35 3. Capacity for Performance (Work Force) - Identify number and title of staff available to provide services. As evidence of capacity, the City will consider previous records with regard to performance in preparation of Consolidated Plans and Actions Plans. 20 4. Cost - Provide a lump sum cost of the work to be performed. 10 TOTAL POINTS 100
NAME OF FIRM OR INDIVIDUAL PROPOSALS FOR PROFESSIONAL PLANNING CONSULTANT SERVICES ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING	
Scope of Work The selected consultant firm or individual shall be responsible for performance of services in accordance with applicable state and federal laws, regulations and procedures. The scope of work is	The City of Hattiesburg reserves the right to reject any and all proposals and to waive any irregularities

1040.6150

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

ADVERTISEMENT FOR
BIDDERS

SEALED BIDS for construction of the following will be received by the City of Hattiesburg in the City Clerk's Office, City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, MS 39403 until 10:00 a.m. Central Time on April 26, 2012 for Hattiesburg-Bobby L. Chain Airport Runway 31 Drainage & Safety Area Improvements, (AIP No. 3-28-0031-0018-2011) for the City of Hattiesburg. This project shall generally consist of work which includes: earthwork, drainage, base, paving, marking and turfing. Each bid shall generally be accompanied by a bid bond, certified check or cashier's check for an amount equal to five (5) percent of the total base bid. Bids will be publicly opened and read aloud. Any bid received after closing time will be returned

unopened. Copies of the Contract Documents are on file at the airport manager's office, 29 Academy Drive, Hattiesburg, MS 39401 and are open for public inspection. Contract documents may be examined and secured by licensed contractors, subcontractors, and material suppliers from ARE Consultants, Inc. at the Hattiesburg Bobby L. Chain Municipal Airport upon deposit of two Hundred Dollars (\$200.00) per set for each set obtained. Direct questions to the Engineer at the Airport office (601) 544-8661 or at (318) 222-8252. The deposit will be refunded upon return of the drawings and specifications in good condition within ten (10) days after date of opening of bids. Evidence that a Contractor holds a valid Mississippi Contractor's License must be presented prior to release of bidding documents and/or submittal of a bid proposal. The required classification is Highway, Street, and Bridge Construction. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds. The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the specifications. The following question will be asked of all bidders: "Has the bidder defaulted on a contract or ever been involved in litigation with a political subdivision of the State of Mississippi or any other state or country?" YES NO If "YES," please supply full details. The City of Hattiesburg reserves the right to reject any or all bids and to waive informalities. The bids shall be presented in a sealed envelope marked: Bobby L. Chain Airport Runway 31 Drainage & Safety Area Improvements AIP No. 3-28-0031-0018-2012 for the City of Hattiesburg. BID DATE: April 26, 2012 10:00 a.m. Central Time A mandatory pre-bid conference is scheduled for 10:00 a.m. April 12th, in the Airport Conference Room, Hattiesburg, MS 39403. PUBLISHED by Order of the Council on the 20th day of March A.D., 2012. CITY OF HATTIESBURG, MISSISSIPPI BY: Eddie R. Myers, City Clerk Publish on 3-23 and 3-30

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2012
3/30/2012

Size: 635 words / 1.00 col. x 139.00 lines
Published: 2 time(s)
Total: \$151.70

Signed Ann Middleke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 3/30/2012.

Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)





City of Hattiesburg, MS

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

Master

File Number: 2012-0786

File ID: 2012-0786

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/08/2012

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB 2012-1/157

Title:

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

Notes:

Sponsors:

Enactment Date:

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

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012					

Text of Legislative File 2012-0786

Title

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

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: May 8, 2012

The following request for payment is being submitted for approval during the City Council's May 15, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	J & J Construction
Activity:	Reconstruction
Program:	HOME
Project Site:	543 Miller (formerly 605 Short 5 th)
Draw #4	\$10,000.00
Change Order #1	\$3,269.86
Amount Requested:	\$13,269.86
Purpose of Request:	Draw #4 & Change Order – finalizes project
Work Provided by:	J & J Construction

Recipient:	Specialty Abatement Services, Inc.
Activity:	Rehabilitation
Program:	HOME
Project Site:	623 Duke Ave.
Lead Abatement	\$1,377.00
Asbestos Abatement	\$1,100.00
Amount Requested:	\$2,477.00
Purpose of Request:	Lead & Asbestos Abatement
Work Provided by:	Specialty Abatement Services, Inc.

Recipient:	Specialty Abatement Services, Inc.
Activity:	Rehabilitation
Program:	HOME
Project Site:	2828 Edwards St.
Lead Abatement	\$1,468.00
Asbestos Abatement	\$1,376.00
Amount Requested:	\$2,844.00
Purpose of Request:	Lead & Asbestos Abatement
Work Provided by:	Specialty Abatement Services, Inc.

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Bonner Analytical

Rehabilitation

HOME

623 Duke Ave.

\$220.20

Lead Clearance Test

Bonner Analytical

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Bonner Analytical

Rehabilitation

HOME

2828 Edwards St.

\$220.20

Lead Clearance Test

Bonner Analytical

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Smith's Remodeling

Rehabilitation

HOME

623 Duke Ave.

\$6,000.00

Draw #1

Smith's Remodeling

J&J Construction

5143 Lincoln Rd Ext. Ste 2
Hattiesburg, MS 39402

Invoice

Date	Invoice #
5/7/2012	130

Bill To
City of Hattiesburg Accounting Dept P.O.Box 1898 Hattiesburg, Ms 39403-1898

P.O. No.	Terms	Project
543 Miller St.	Due on receipt	

Quantity	Description	Rate	Amount
	543 Miller St. New Construction 1st Draw: 25,000.00 Poured footings and carport slab. Layed blocks and bricks and filled with cement. Added termite sheilds and 5/8 anchor bolts. Installed 2x8 seal around entire perimeter of house and through the center of house Raised foundation floor is complete House is framed 2nd Draw Rough-In plumbing is complete Rough-In electrical is complete Rough-In HVAC is complete Roof is complete Hardie siding is complete Insulation is complete Sheetrock is complete Exterior paint is complete 2nd Drawing:25,000.00 Trimwork is complete Cabinets are complete Interior paint is complete Floors are complete Appliances have been purchased but not installed Plumbing is complete Electrical is complete HVAC is complete 3rd Drawing 20,000.00 Final Draw: Driveway complete	43,269.86 <i>10,000</i>	43,269.86 <i>10,000</i>
Thank you for your business.		Total	<i>10,000</i>

[Signature]
5/8/12 *[Circular Stamp]*

J&J Construction

5143 Lincoln Rd Ext. Ste 2
Hattiesburg, MS 39402

Estimate

Date	Estimate #
5/1/2012	39

Name / Address	543 Miller St. (RJ)
City of Hattiesburg Accounting Dept P.O.Box 1898 Hattiesburg, Ms 39403-1898	

Change order #1

			Project
Description	Qty	Rate	Total
Labor and material cost to deliver, frame , paint, and roof a 10x10 shed		1,969.86	1,969.86
Labor and material cost to install 36 linear feet of guard rails and 2x2 spindles		400.00	400.00
Labor and material cost to form, pour, and broom finish driveway		900.00	900.00
Thank you for your business.			Total \$3,269.86

O.K.
F. J. 5/3/12

Specialty Abatement Services, Inc.



Invoice

Please make your check payable to Specialty Abatement Services, Inc..
And thank you for your business!

Tax ID # 64-0802333
Phone 601-264-5550

To

Randy Jordan
Dept of Urban Development
Hattiesburg , Ms 39401
Fax 601-545-4592
Phone 601-325-3936

Invoice No.

**12-04031 623 Duke Avenue
Hattiesburg , Ms**

Invoice Date

05-07-12

Amount Due

\$2,477.00

7.80 5/8/12

Description of Services

Work performed @ 623 Duke Avenue Hattiesburg , Ms .

Lead Removal : \$ 1,377.00

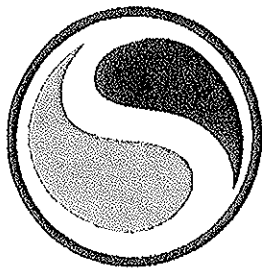
Asbestos Removal : \$1,100.00

Terms

Net 30 Days

Due date

06-07-2012



P. O. Box 15925
Hattiesburg, MS 39404-5925
601-264-5550
601-264-5344 Fax

Specialty Abatement Services, Inc.

138

Invoice

Please make your check payable to Specialty Abatement Services, Inc..
And thank you for your business!

Tax ID # 64-0802333
Phone 601-264-5550

To

Randy Jordan
Dept of Urban Development
Hattiesburg , Ms 39401
Fax 601-545-4592
Phone 601-325-3936

Invoice No.

**12-04032 2828 Edwards Street
Hattiesburg , Ms**

Invoice Date

05-07-12

Amount Due

\$2,844.00

FR 5/8/12

Description of Services

Work performed @ 2828 Edwards Street Hattiesburg , Ms .

Lead Removal : \$ 1,468.00

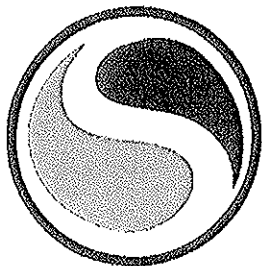
Asbestos Removal : \$1,376.00

Terms

Net 30 Days

Due date

06-07-2012



P. O. Box 15925
Hattiesburg, MS 39404-5925
601-264-5550
601-264-5344 Fax

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 49465

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	
04/26/12				Origin		
Purchase Order Number			Order Date	Sales Person		Our Order Number
			04/26/12			
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
1	1			LEAD BASED PAINT CLEARANCE INSPECTION PERFORMED 04-23-12 @ 623 DUKE AVENUE HATTIESBURG, MS	220.20	220.20

Invoice subtotal 220.20

Invoice total 220.20



F. Jordan
5/8/12

Thank You

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 49464

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	
04/26/12				Origin			
Purchase Order Number			Order Date	Sales Person		Our Order Number	
			04/26/12				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			LEAD BASED PAINT CLEARANCE INSPECTION PERFORMED 04-23-12 @ 2828 EDWARDS STREET HATTIESBURG, MS	220.20	220.20	

Invoice subtotal 220.20

Invoice total 220.20



7.8m
5/8/12

Thank You

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone #(601)408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Georgia Reid
623 Duke Ave.
Hattiesburg, MS 39401

Request: 1st draw for work done according to work write-up.
For the re-roofing of home and laying of wooden subfloor through-out.
Also for the tear-out and demolition of interior doors, cabinets
And full bath.

\$6,000.00

Signature: _____
Date: 5-7-12

(RD)

F. Smith
5/8/12



City of Hattiesburg, MS

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

Master

File Number: 2012-0809

File ID: 2012-0809

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/10/2012

Brief Title: Claims Docket

Final Action:

Minute Book Number: MB 2012-1/157

Title:

Approve Claims Docket for the period ending May 11, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Claims Docket 5-11-2012, ADDENDUM 5.14.12

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/15/2012					

Text of Legislative File 2012-0809

Title

Approve Claims Docket for the period ending May 11, 2012.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING MAY 11, 2012						Page Date	1 - 05/10/12
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AAMCO TRANS/AUTOMOTIVE S	123104	00123625	11005284	REPR DOOR 2008 FORD CR VIC	05/11/12	223121	430.12-
00001 AAMCO TRANS/AUTOMOTIVE S	123880	00123625	11005285	REPR TRANS 2008 FORD F150	05/11/12	223121	1,500.00-
00001 AAMCO TRANS/AUTOMOTIVE S	123982	00123843	11005543	A/C REPR U#13175 HEALTH	05/11/12	223121	99.00-
00001 AAMCO TRANS/AUTOMOTIVE S	123976	00123852	11005589	A/C REPR U#13047 STREET	05/11/12	223121	481.50-
AAMCO TRANS/AUTOMOTIVE S							2,510.62-
Sum							
00001 AARON OIL COMPANY INC	00633V & 006	00123947	11005579	WASTE OIL REMOVAL-SHOP	05/11/12	223122	165.00-
AARON OIL COMPANY INC							165.00-
Sum							
00001 ADVANCED JANITORIAL SERV	20092 CITY H	00123524	11005222	SERVS 4/12 CITY HALL	05/11/12	223125	1,925.00-
00001 ADVANCED JANITORIAL SERV	20092 TRAFFI	00123524	11005223	SERVS 4/12 TRAFFIC OFFICE	05/11/12	223125	250.00-
ADVANCED JANITORIAL SERV							2,175.00-
Sum							
00001 AFFORDABLE EMERGENCY LIG	1016	00123895	11005527	INSTALL EQUIP VARI POL UNITS	05/11/12	223126	8,640.00-
00001 AFFORDABLE EMERGENCY LIG	1016(B)	00123899	11005528	INSTALL EQUIP U#18319 POLICE	05/11/12	223126	960.00-
AFFORDABLE EMERGENCY LIG							9,600.00-
Sum							
00001 AIR CENTER OF MS	54217	00122993	11005304	ASSEMBLY, SHAFT END COVER-SHOP	05/11/12	223128	156.00-
AIR CENTER OF MS							156.00-
Sum							
00001 AIRGAS USA LLC (NORDAN S	14120 111998	00123302	11005405	WELDING SUPPLIES SHOP	05/11/12	223129	214.05-
00001 AIRGAS USA LLC (NORDAN S	1122587 GEN	00123879	11005468	CYL RENT 4/12 VARI DEPTS	05/11/12	223129	417.00-
AIRGAS USA LLC (NORDAN S							631.05-
Sum							
00001 ALLBRITTON CHAIN SAW & L	19026	00123621	11005228	LAWN MOWER REPR PTS-POLICE	05/11/12	223131	95.85-
00001 ALLBRITTON CHAIN SAW & L	19655	00123425	11005288	REPR EDGER/TRIMMER-P/F ACDMY	05/11/12	223131	67.49-
ALLBRITTON CHAIN SAW & L							163.34-
Sum							
00001 AMERICAN AIR SPECIALISTS	55098	00123782	11005562	COOLING TOWER REPR CITY HALL	05/11/12	223133	3,516.38-
AMERICAN AIR SPECIALISTS							3,516.38-
Sum							
00001 AMERICAN HEART ASSOC (RE	DAMAGE DEP R	02012438	11005551	DAMAGE DEPOSIT REFUND	05/11/12	223135	500.00-
AMERICAN HEART ASSOC (RE							500.00-
Sum							
00001 AMERICAN STEEL LINE BUIL	16797	00123428	11005313	BLDG MATLS-CEM EQUIP SHED	05/11/12	223136	256.02-
00001 AMERICAN STEEL LINE BUIL	16932	00123772	11005488	BLDG MATLS-CEM TOOL SHED REPR	05/11/12	223136	85.35-
AMERICAN STEEL LINE BUIL							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							341.37-
00001 ANDERSON RETAIL INC	81064	00123515	11005580	WINDOW BLINDS SANIT/PUB WORKS	05/11/12	223137	787.52-
ANDERSON RETAIL INC							787.52-
Sum							23.00-
00001 ARNOLD LINE WATER ASSN I	2145	4/23/12	00020128	11005341 SERV 3/28-4/26/12 #8 FIRE STA	05/11/12	223139	23.00-
ARNOLD LINE WATER ASSN I							23.00-
Sum							263.40-
00001 ASH MILLWORKS	31925	00123702	11005467	DRAWER GUIDES CITY CLERK	05/11/12	223140	263.40-
ASH MILLWORKS							202.00-
Sum							225.00-
00001 AT&T	601M23905500	00020128	11005489	VEHICLE LOC MAINT 5/12 POLICE	05/11/12	223142	225.00-
AT&T							202.00-
Sum							225.00-
00001 AUDIO VIDEO SPECIALIST	1049	00122971	11005281	INSTALL CAMERA HPD DUI ROOM	05/11/12	223143	113.95-
AUDIO VIDEO SPECIALIST							158.95-
Sum							227.90-
00001 AUTO ARMATURE SERVICE IN	3315	00123499	11005278	BATTERY U#15151 POLICE	05/11/12	223144	500.80-
00001 AUTO ARMATURE SERVICE IN	3316	00123499	11005279	BATTERY U#17578 POLICE	05/11/12	223144	120.00-
00001 AUTO ARMATURE SERVICE IN	3501	00123719	11005400	BATTERY U#18547 STREET	05/11/12	223144	120.00-
AUTO ARMATURE SERVICE IN							195.00-
Sum							435.00-
00001 AUTO TRIM	5581	00123740	11005356	TINT WINDOWS U#15778 POLICE	05/11/12	223145	194.98-
00001 AUTO TRIM	5581(B)	00123740	11005357	TINT WINDOWS U#15777 POLICE	05/11/12	223145	107.50-
00001 AUTO TRIM	5580	00123740	11005358	REPR GRAPHICS U#17897 POLICE	05/11/12	223145	216.00-
AUTO TRIM							518.48-
Sum							88.89-
00001 AUTOMOTIVE GLASS SPECIAL	I137491	00123318	11005359	REPR WINDOW REGULATORS U15151	05/11/12	223146	163.58-
00001 AUTOMOTIVE GLASS SPECIAL	I137579	00123319	11005361	WINDOW GLASS PUB WORKS OFFICE	05/11/12	223146	23.67-
00001 AUTOMOTIVE GLASS SPECIAL	I137572	00123455	11005368	WINDSHIELD U#7873 HEALTH	05/11/12	223146	37.18-
AUTOMOTIVE GLASS SPECIAL							313.32-
Sum							34,542.83-
00001 BAKER DISTRIBUTING CO	H837241	00123582	11005245	BLDG SUPP STREET DEPT	05/11/12	223149	
00001 BAKER DISTRIBUTING CO	H842217	00123609	11005362	HVAC/ELEC SUPP STREET DEPT	05/11/12	223149	
00001 BAKER DISTRIBUTING CO	H871797	00123609	11005363	HVAC/ELEC SUPP STREET DEPT	05/11/12	223149	
00001 BAKER DISTRIBUTING CO	H923628	00123943	11005575	A/C REPR PTS PUBLIC WORKS	05/11/12	223149	
BAKER DISTRIBUTING CO							
Sum							
00001 BANCORPSOUTH EQUIPMENT F	002-0070193-	02012423	11005215	GARBAGE TRUCK LEASE DUE 5/15	05/01/12	16506	

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MAY 11, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BANCORPSOUTH EQUIPMENT F							
Sum							34,542.83-
00001 BENNETT'S LOCK & KEY SHO	61373	00122832	11005319	LOCKS/KEYS 4/12 POLICE	05/11/12	223151	5.50-
00001 BENNETT'S LOCK & KEY SHO	61392	00122832	11005320	LOCKS/KEYS 4/12 POLICE	05/11/12	223151	3.75-
00001 BENNETT'S LOCK & KEY SHO	61419	00122832	11005321	LOCKS/KEYS 4/12 POLICE	05/11/12	223151	27.30-
00001 BENNETT'S LOCK & KEY SHO	61423	00122832	11005322	LOCKS/KEYS 4/12 POLICE	05/11/12	223151	12.30-
00001 BENNETT'S LOCK & KEY SHO	61434	00122832	11005323	LOCKS/KEYS 4/12 POLICE	05/11/12	223151	8.20-
BENNETT'S LOCK & KEY SHO							
Sum							57.05-
00001 BENSON, BRETT		TRAV ADVANCE	00123922	11005516 TRAV ADV-BROWNSFIELD CONF-N.O	05/11/12	223152	470.06-
BENSON, BRETT							470.06-
Sum							470.06-
00001 BETA ALPHA PSI		REG-HANSON	6	00123962 11005564 REG-HANSON-CPE ACCTG COURSES	05/11/12	223153	115.00-
BETA ALPHA PSI							115.00-
Sum							115.00-
00001 BODY TECH INC	4357	00123661	11005286	REPLACE BUMPER U#17783 POLICE	05/11/12	223157	752.60-
BODY TECH INC							752.60-
Sum							752.60-
00001 BORAL BRICKS INC	551-083484	00121980	11005537	WALL CAPS DEPOT GENERATOR	05/11/12	223160	2,496.33-
00001 BORAL BRICKS INC	551-083529	00121980	11005538	STUCCO FINISH DEPOT GEN WALL	05/11/12	223160	299.78-
00001 BORAL BRICKS INC	551-083531	00121980	11005539	BASE COAT DEPOT GEN WALL	05/11/12	223160	200.90-
00001 BORAL BRICKS INC	551-083484 (B	00121980	11005557	FUEL RECOVERY CHARGE	05/11/12	223160	35.00-
BORAL BRICKS INC							3,032.01-
Sum							470.06-
00001 BRANTLEY, PATRICIA G		TRAV ADVANCE	00123923	11005517 TRAV ADV-BROWNSFIELD CONF-N.O	05/11/12	223163	470.06-
BRANTLEY, PATRICIA G							470.06-
Sum							470.06-
00001 BRIDGE & WATSON INC		REDISTRICTIN	00123951	11005563 SERVS-REDISTRICTING PROJECT	05/11/12	223165	3,452.83-
BRIDGE & WATSON INC							3,452.83-
Sum							3,452.83-
00001 C D W GOVERNMENT	J295970	00123196	11005267	COMPUTER EQUIP DETECTIVES	05/11/12	223169	3,876.10-
00001 C D W GOVERNMENT	J638349	00123196	11005268	COMPUTER EQUIP DETECTIVES	05/11/12	223169	966.00-
C D W GOVERNMENT							4,842.10-
Sum							317.27-
00001 CARQUEST AUTO PARTS STOR	2099-155548	00123761	11005394	VEHICLE MAINT SUPP TRAFFIC	05/11/12	223170	317.27-
CARQUEST AUTO PARTS STOR							317.27-
Sum							317.27-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 CARQUEST AUTO PARTS-WEST	2491-113136	00123789	11005415	SHOP SUPPLIES CEMETERY	05/11/12	223171	49.75-
00001 CARQUEST AUTO PARTS-WEST	2491-113169	00123797	11005544	REPR PTS U#11201 FORESTRY	05/11/12	223171	33.99-
CARQUEST AUTO PARTS-WEST Sum							83.74-
00001 CENTER FOR COMMUNITY PRO	REG-TATE 6/2	00123930	11005518	REG-TATE-BROWNSFIELD CONF-N.O	05/11/12	223173	225.00-
00001 CENTER FOR COMMUNITY PRO	REG-BENSON 6	00123930	11005519	REG-BENSON-BROWNSFIELD CNF-NO	05/11/12	223173	250.00-
00001 CENTER FOR COMMUNITY PRO	REG-BRANTLEY	00123930	11005520	REG-BRANTLEY-BROWNSFIELD CNF	05/11/12	223173	225.00-
CENTER FOR COMMUNITY PRO Sum							700.00-
00001 CITY OF HATTIESBURG FUND	05/01/12	02012428	11005219	TRF 1ST 05/12 PAYROLL	05/01/12	16511	869,670.99-
CITY OF HATTIESBURG FUND Sum							
00001 CLARION LEDGER (ADVERTIS	C19347 38037	00123881	11005466	PROOFS PUBLICATION 3/12,4/12	05/11/12	223176	151.70-
CLARION LEDGER (ADVERTIS Sum							151.70-
00001 COBURN'S SUPPLY CO INC	604819531	00123664	11005387	PLUMB SUPP TURNOUT EXTRACTORS	05/11/12	223178	525.71-
COBURN'S SUPPLY CO INC Sum							525.71-
00001 COMCAST CABLEVISION OF H	095776168240	00123778	11005266	INTERNET 5/12 #1 FIRE STA	05/11/12	223180	55.95-
00001 COMCAST CABLEVISION OF H	095776410200	00123876	11005471	BRDBAND 5/15-6/14 #7 FIRE STA	05/11/12	223180	45.95-
COMCAST CABLEVISION OF H Sum							101.90-
00001 COMSOUTH	165058	00123525	11005230	RADIO BATTERIES-JOHNSON	05/11/12	223181	198.00-
00001 COMSOUTH	165182	00123598	11005231	RADIO BATTERIES-POLICE DEPT	05/11/12	223181	594.00-
00001 COMSOUTH	165019	00123494	11005473	RADIO BATTERIES TRAFFIC	05/11/12	223181	198.00-
00001 COMSOUTH	165183	00123601	11005587	RADIO ANTENNAS FIRE DEPT	05/11/12	223181	245.00-
COMSOUTH Sum							1,235.00-
00001 CRAIN TRACTOR & EQUIPMEN	CS70012	00123691	11005487	AGRI EQUIP PTS/TOOLS-AIRPORT	05/11/12	223185	89.55-
CRAIN TRACTOR & EQUIPMEN Sum							89.55-
00001 CRIME REPORTS	15530	00123732	11005374	SUBSCRIPT-CRIME REPORTS/SWARE	05/11/12	223186	4,059.60-
CRIME REPORTS Sum							4,059.60-
00001 D P S CRIME LAB	IN 711 12CL0	00123690	11005282	ANALYTICAL FEES 3/12 POLICE	05/11/12	223193	400.00-
D P S CRIME LAB Sum							400.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MAY 11, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 DAVIS, DARLIES J		TRAVEL REIMB	00123832	11005375 EXPNS-TRANSPORT PRISONER	05/11/12	223194	54.30-
Sum							54.30-
00001 DAVIS, DARLIES J							84.73-
00001 DAVIS, PATRICIA K		TRAVEL REIMB	00123872	11005469 EXPNS-EMER SRVS CNF-OCEAN SPG	05/11/12	223195	84.73-
Sum							84.73-
00001 DEPOT COFFEEHOUSE AND BI	347650		00123771	11005351 REFRSHMNTS-MPO TECH MEET 5/2	05/11/12	223196	43.40-
Sum							43.40-
00001 DUNAGIN PEST CONTROL (PRE	8410842		00123859	11005388 SENTRYCON RNWL P/F ACADEMY	05/11/12	223201	93.75-
00001 DUNAGIN PEST CONTROL (PRE	8410841		00020123	11005490 SRV QTR 4/12-6/12 POLICE	05/11/12	223201	135.00-
00001 DUNAGIN PEST CONTROL (PRE	8411182		00020123	11005491 SRV QTR 4/12-6/12 SUB-STA	05/11/12	223201	56.70-
00001 DUNAGIN PEST CONTROL (PRE	8410825		00020123	11005492 SRV QTR 4/12-6/12 #1 FIRE	05/11/12	223201	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8410826		00020123	11005493 SRV QTR 4/12-6/12 #2 FIRE	05/11/12	223201	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8410827		00020123	11005494 SRV QTR 4/12-6/12 #3 FIRE	05/11/12	223201	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8410834		00020123	11005495 SRV QTR 4/12-6/12 #4 FIRE	05/11/12	223201	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8410829		00020123	11005496 SRV QTR 4/12-6/12 #5 FIRE	05/11/12	223201	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8410830		00020123	11005497 SRV QTR 4/12-6/12 #6 FIRE	05/11/12	223201	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8410831		00020123	11005498 SRV QTR 4/12-6/12 #7 FIRE	05/11/12	223201	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8410832		00020123	11005499 SRV QTR 4/12-6/12 #8 FIRE	05/11/12	223201	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8410840		00020123	11005500 SRV QTR 4/12-6/12 POL RNGE	05/11/12	223201	60.00-
00001 DUNAGIN PEST CONTROL (PRE	8410843		00020123	11005501 SRV QTR 4/12-6/12 ACADEMY	05/11/12	223201	56.70-
00001 DUNAGIN PEST CONTROL (PRE	8411183		00020123	11005502 SRV QTR 4/12-6/12 POL PAV	05/11/12	223201	75.00-
00001 DUNAGIN PEST CONTROL (PRE	8410818		00020123	11005503 SRV QTR 4/12-6/12 C HALL	05/11/12	223201	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8410851		00020123	11005504 SRV QTR 4/12-6/12 TRAFFIC	05/11/12	223201	60.00-
00001 DUNAGIN PEST CONTROL (PRE	8410824		00020123	11005505 SRV QTR 4/12-6/12 ENGR	05/11/12	223201	285.00-
00001 DUNAGIN PEST CONTROL (PRE	8410816		00020123	11005506 SRV QTR 4/12-6/12 C BARN	05/11/12	223201	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8410810		00020123	11005507 SRV QTR 4/12-6/12 AIRPORT	05/11/12	223201	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8410809		00020123	11005508 SRV QTR 4-6/12 AIRPT MAINT	05/11/12	223201	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8411142		00020123	11005509 SRV QTR 4-6/12 HANGER #3	05/11/12	223201	45.00-
00001 DUNAGIN PEST CONTROL (PRE	8410822		00020123	11005510 SRV QTR 4-6/12 TRAIN DEPOT	05/11/12	223201	45.00-
00001 DUNAGIN PEST CONTROL (PRE	8410835		00020123	11005511 SRV QTR 4-6/12 HILND CEM	05/11/12	223201	45.00-
00001 DUNAGIN PEST CONTROL (PRE	8410847		00020123	11005512 SRV QTR 4-6/12 S HILL CEM	05/11/12	223201	45.00-
Sum							1,659.15-
00001 ECONOMY SUPPLY CO	169974		00123654	11005249 SLEDGE HAMMER-SURVEYING-ENGR	05/11/12	223204	32.50-
00001 ECONOMY SUPPLY CO	168810		00122989	11005250 ADDL AMT DUE PO#122972	05/11/12	223204	86.50-
00001 ECONOMY SUPPLY CO	169808		00123484	11005251 CEMENT-PUBLIC WORKS	05/11/12	223204	805.00-
00001 ECONOMY SUPPLY CO	170013		00123649	11005398 BLDG SUPP/KEYS-STREET	05/11/12	223204	94.50-
00001 ECONOMY SUPPLY CO	170253		00123742	11005474 BLDG MATLS/SUPP STREET	05/11/12	223204	81.85-
00001 ECONOMY SUPPLY CO	170336		00123812	11005475 BLDG MATLS/SUPP STREET	05/11/12	223204	117.09-
Sum							1,217.44-
00001 ELKINS WHOLESALE INC	139888-00 &	00123704	11005470	JANIT SUPP FIRE DEPT	05/11/12	223206	539.06-
Sum							539.06-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 EMERGENCY VETS	4026 21420	00123995	11005583	CANINE EUTHANASIA	05/11/12	223207	57.50-
EMERGENCY VETS							
Sum							57.50-
00001 EMPIRE TRUCK SALES (H'BU	CE006065116:	00123673	11005408	REPR PTS U#15892 SANIT	05/11/12	223208	130.29-
EMPIRE TRUCK SALES (H'BU							
Sum							130.29-
00001 FASTENAL COMPANY	MSHAT140006	00123265	11005298	MASTER KEYS/CHAIN-STREET	05/11/12	223212	31.63-
00001 FASTENAL COMPANY	MSHAT139979	00123336	11005540	VEHICLE REPR PTS SANIT DEPT	05/11/12	223212	45.57-
FASTENAL COMPANY							
Sum							77.20-
00001 FEDERAL EXPRESS	7-859-39493	00123850	11005402	SERV 4/10/12 ENGR	05/11/12	223213	16.07-
00001 FEDERAL EXPRESS	7-867-29171	00123850	11005403	SERV 4/18/12 ENGR	05/11/12	223213	23.71-
FEDERAL EXPRESS							
Sum							39.78-
00001 FERGUSON ENTERPRISES INC	1133817	00123277	11005306	PLUMB SUPP CONSTR STOCK	05/11/12	223214	196.81-
00001 FERGUSON ENTERPRISES INC	CM066274	00122546	11005372	CREDIT RETURN	05/11/12	223214	185.07
FERGUSON ENTERPRISES INC							
Sum							11.74-
00001 FORREST CTY CHANCERY CLK BILLING #20		00123873	11005472	MNTHLY PYMT HOUSING PRISONERS	05/11/12	223216	13,798.91-
FORREST CTY CHANCERY CLK							
Sum							13,798.91-
00001 FORREST CTY DISTRICT ATT BAD CHECK FE	02012425	11005342	BAD CHECK RECOVERY FEE		05/11/12	223218	160.00-
FORREST CTY DISTRICT ATT							
Sum							160.00-
00001 FORREST GENERAL HOSPITAL EAP CHARGE 5	00123767	11005275	EAP CHARGE 5/12		05/11/12	223219	1,785.00-
FORREST GENERAL HOSPITAL							
Sum							1,785.00-
00001 FUELMAN OF MS	BG127044 NP3	00123944	11005572	FUEL CHGS 4/23-29/12 POLICE	05/11/12	223220	133.34-
FUELMAN OF MS							
Sum							133.34-
00001 G & K SERVICES	1035261008	00123823	11005420	UNIFORMS 4/10 STREET	05/11/12	223224	144.00-
00001 G & K SERVICES	1035267480	00123823	11005421	UNIFORMS 5/01 STREET	05/11/12	223224	144.00-
00001 G & K SERVICES	1035263175	00123823	11005422	UNIFORMS 4/17 STREET	05/11/12	223224	142.00-
00001 G & K SERVICES	1035265391	00123823	11005423	UNIFORMS 4/24 STREET	05/11/12	223224	142.00-
00001 G & K SERVICES	1035261009	00123823	11005424	UNIFORMS 4/10 SHOP	05/11/12	223224	48.00-
00001 G & K SERVICES	1035263176	00123823	11005425	UNIFORMS 4/17 SHOP	05/11/12	223224	48.00-
00001 G & K SERVICES	1035265392	00123823	11005426	UNIFORMS 4/24 SHOP	05/11/12	223224	48.00-
00001 G & K SERVICES	1035267481	00123823	11005427	UNIFORMS 5/01 SHOP	05/11/12	223224	48.00-
00001 G & K SERVICES	1035260999	00123823	11005428	UNIFORMS 4/10 GO&FS	05/11/12	223224	8.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
G & K SERVICES	1035263166	00123823	11005429	UNIFORMS 4/17 GO&FS	05/11/12	223224	8.00-
G & K SERVICES	1035265382	00123823	11005430	UNIFORMS 4/24 GO&FS	05/11/12	223224	8.00-
G & K SERVICES	1035267471	00123823	11005431	UNIFORMS 5/01 GO&FS	05/11/12	223224	8.00-
G & K SERVICES	1035261015	00123823	11005432	MOP/MAT 4/10 GO&FS	05/11/12	223224	26.13-
G & K SERVICES	1035263482	00123823	11005433	MOP/MAT 4/17 GO&FS	05/11/12	223224	26.13-
G & K SERVICES	1035265398	00123823	11005434	MOP/MAT 4/24 GO&FS	05/11/12	223224	26.13-
G & K SERVICES	1035267487	00123823	11005435	MOP/MAT 5/01 GO&FS	05/11/12	223224	26.13-
G & K SERVICES	1035260996	00123823	11005436	UNIFORMS 4/10 DRNGE	05/11/12	223224	23.58-
G & K SERVICES	1035265379	00123823	11005437	UNIFORMS 4/24 DRNGE	05/11/12	223224	23.58-
G & K SERVICES	1035263163	00123823	11005438	UNIFORMS 4/17 DRNGE	05/11/12	223224	23.58-
G & K SERVICES	1035267468	00123823	11005439	UNIFORMS 5/01 DRNGE	05/11/12	223224	27.58-
G & K SERVICES	1035261006	00123823	11005440	UNIFORMS 4/10 SANIT	05/11/12	223224	152.00-
G & K SERVICES	1035263173	00123823	11005441	UNIFORMS 4/17 SANIT	05/11/12	223224	152.00-
G & K SERVICES	1035265389	00123823	11005442	UNIFORMS 4/24 SANIT	05/11/12	223224	152.00-
G & K SERVICES	1035267478	00123823	11005443	UNIFORMS 5/01 SANIT	05/11/12	223224	148.00-
G & K SERVICES	1035261014	00123823	11005444	MOP/MAT 4/10 SANIT	05/11/12	223224	17.38-
G & K SERVICES	1035263181	00123823	11005445	MOP/MAT 4/17 SANIT	05/11/12	223224	17.38-
G & K SERVICES	1035265397	00123823	11005446	MOP/MAT 4/24 SANIT	05/11/12	223224	17.38-
G & K SERVICES	1035267486	00123823	11005447	MOP/MAT 5/01 SANIT	05/11/12	223224	17.38-
G & K SERVICES	1035261000	00123823	11005448	UNIFORMS 4/10 ST CLEAN	05/11/12	223224	26.18-
G & K SERVICES	1035263167	00123823	11005449	UNIFORMS 4/17 ST CLEAN	05/11/12	223224	26.18-
G & K SERVICES	1035265383	00123823	11005450	UNIFORMS 4/24 ST CLEAN	05/11/12	223224	26.18-
G & K SERVICES	1035267472	00123823	11005451	UNIFORMS 5/01 ST CLEAN	05/11/12	223224	24.00-
G & K SERVICES	1035261005	00123823	11005452	UNIFORMS 4/10 HEALTH	05/11/12	223224	24.00-
G & K SERVICES	1035263172	00123823	11005453	UNIFORMS 4/17 HEALTH	05/11/12	223224	24.00-
G & K SERVICES	1035265388	00123823	11005454	UNIFORMS 4/24 HEALTH	05/11/12	223224	24.00-
G & K SERVICES	1035267477	00123823	11005455	UNIFORMS 5/01 HEALTH	05/11/12	223224	24.00-

G & K SERVICES
Sum

1,873.08-

00001 G G A ADMINISTRATORS CAFE PLAN AD 00123747 11005274 CAFE PLAN ADM FEES 4/12 05/11/12 223225 298.35-

G G A ADMINISTRATORS
Sum

298.35-

00001 GARNER LUMLEY ELECTRIC S 473238 00122494 11005483 REPR CORDLESS DRILL-CONSTR 05/11/12 223228 51.95-

GARNER LUMLEY ELECTRIC S
Sum

51.95-

00001 GILKEY ELECTRIC SUPPLY C 232885 00123743 11005485 A/C ELEC SUPP PUBLIC WORKS 05/11/12 223230 131.74-

GILKEY ELECTRIC SUPPLY C
Sum

131.74-

00001 GILLILANDS ELECTRONICS S 52163 00124000 11005588 PHONE LINE REPR FIRE ADM OFFC 05/11/12 223232 65.00-

GILLILANDS ELECTRONICS S
Sum

65.00-

00001 GRAHAM, JARED TRAVEL REIMB 00123720 11005290 EXPENS-FIREFIGHTER CLASS JKSN 05/11/12 223233 344.12-

GRAHAM, JARED
Sum

344.12-

00001 GROVER BROS RESTAURANT & 182794 00123808 11005406 ICE MACHINE SCOOPS-DRNGE 05/11/12 223235 69.30-

GROVER BROS RESTAURANT &
Sum

69.30-

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GROVER BROS RESTAURANT & Sum							69.30-
00001 GULF ATLANTIC SUPPLY	121877		00121877	11005238 GEAR BAGS-CHIEF OFFICERS	05/11/12	223236	289.99-
GULF ATLANTIC SUPPLY Sum							289.99-
00001 H'BURG AMERICAN ACCT #1	H12998	38052	00123882	11005461 PROOFS PUBLICATION 3/12 GEN	05/11/12	223237	1,248.70-
H'BURG AMERICAN ACCT #1 Sum							1,248.70-
00001 H'BURG DOWNTOWN ASSN	2012	CONTRIB	02012441	11005549 COUNCIL APPROVED CONTRIB	05/11/12	223238	30,000.00-
H'BURG DOWNTOWN ASSN Sum							30,000.00-
00001 H'BURG HIGH DIAMOND CLUB	PO#123871	5/	00123871	11005513 TIGER BASEBALL PROGRAM AD	05/11/12	223239	50.00-
H'BURG HIGH DIAMOND CLUB Sum							50.00-
00001 H'BURG HYDRAULICS INC	47029		00123745	11005401 REPR PTS U#18035 STREET	05/11/12	223240	228.24-
00001 H'BURG HYDRAULICS INC	47027		00123351	11005409 REPR PTS U#11434 SANIT	05/11/12	223240	93.38-
00001 H'BURG HYDRAULICS INC	47028		00123708	11005416 REPR PTS U#16010 FORESTRY	05/11/12	223240	128.08-
H'BURG HYDRAULICS INC Sum							449.70-
00001 H'BURG PAINT AND DECORAT	E37638		00123614	11005246 PAINT SUPP STREET DEPT	05/11/12	223241	166.96-
H'BURG PAINT AND DECORAT Sum							166.96-
00001 HARVEY, ROBERT G	PETTY CASH	1	00123650	11005312 PETTY CASH CEMETERY	05/11/12	223243	286.14-
HARVEY, ROBERT G Sum							286.14-
00001 HEALTHWORKS LLC	2025000123	2	00123958	11005568 PRE-EMP PHYSICAL-POLICE	05/11/12	223246	25.00-
HEALTHWORKS LLC Sum							25.00-
00001 HILL, LEROY COFFEE CO IN	8241		00123948	11005559 COFFEE SERV M/ADM	05/11/12	223249	72.15-
HILL, LEROY COFFEE CO IN Sum							72.15-
00001 HOLIDAY INN EXPRESS (PEA	5204	WATERS	00122926	11005283 WATERS-TAC SEMINAR PEARL,MS	05/11/12	223250	385.00-
HOLIDAY INN EXPRESS (PEA Sum							385.00-
00001 HUBERTS TRIM SHOP	463523		00123420	11005247 SEAT REPR U#15962 STREET	05/11/12	223254	125.00-

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HUBERTS TRIM SHOP Sum							125.00-
00001 HUDSON'S TREASURE HUNT (STEPHANIE HI		02012426	11005344	MERCHANT FEE & FINE	05/11/12	223255	38.59-
00001 HUDSON'S TREASURE HUNT (STEPHANIE HI		02012426	11005345	MERCHANT FEE & FINE	05/11/12	223255	149.77-
HUDSON'S TREASURE HUNT (							
Sum							188.36-
00001 HUDSON'S 49N (BAD CHECK DANIEL WALLE		02012426	11005343	MERCHANT FEE & FINE	05/11/12	223256	139.14-
HUDSON'S 49N (BAD CHECK							
Sum							139.14-
00001 HUGHES, SALLY W	12-04	00123910	11005536	LANDSCAPE DESIGN RR CROSSINGS	05/11/12	223257	1,917.50-
HUGHES, SALLY W							
Sum							1,917.50-
00001 ICE PLANT INC	193542	00123973	11005574	BAGS ICE PUBLIC WORKS	05/11/12	223258	156.80-
ICE PLANT INC							
Sum							156.80-
00001 INDOFF INC	2072799	00123397	11005299	MOUSE PAD/WRIST PAD-CORETTA	05/11/12	223259	39.98-
00001 INDOFF INC	2076477	00123596	11005386	JANIT SUPP P/F ACADEMY	05/11/12	223259	219.46-
00001 INDOFF INC	2075858	00123487	11005534	OFFICE SUPP-PERKINS-PUB WORKS	05/11/12	223259	104.99-
INDOFF INC							
Sum							364.43-
00001 INTERFACE SECURITY SYSTE	15847424	00123693	11005254	SECURITY 5/12 CEM OFFICE	05/11/12	223260	31.45-
INTERFACE SECURITY SYSTE							
Sum							
00001 IRBY, STUART C CO	S006680576.0	00123436	11005533	ELEC SUPP-LIGHTS TRAFFIC SHOP	05/11/12	223261	31.45-
IRBY, STUART C CO							
Sum							82.24-
00001 JACKSON, ROOSEVELT III	815544	00123432	11005545	PAINT EQUIP SHED HILND CEM	05/11/12	223264	82.24-
JACKSON, ROOSEVELT III							
Sum							4,895.00-
00001 JOHNNY'S WRECKER SERVICE	20286	00123495	11005310	TOWING U#14408 SANIT	05/11/12	223267	250.00-
JOHNNY'S WRECKER SERVICE							
Sum							250.00-
00001 JOHNSON, W WESLEY PHD	#7	00123706	11005257	SERVS 1/12-3/12 JAIL DIV GRNT	05/11/12	223268	1,500.00-
JOHNSON, W WESLEY PHD							
Sum							1,500.00-

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00001 KAPPA ALPHA PSI FRATERNI	DAMAGE DEP R	02012438	11005550	DAMAGE DEPOSIT REFUND	05/11/12	223275	300.00-
KAPPA ALPHA PSI FRATERNI Sum							300.00-
00001 KENTWOOD SPRINGWATER	48241	00123703	11005232	DRINKING WATER POLICE DEPT	05/11/12	223276	208.92-
00001 KENTWOOD SPRINGWATER	49100	00123994	11005567	DRINKING WATER POLICE DEPT	05/11/12	223276	169.20-
00001 KENTWOOD SPRINGWATER	31117	00123964	11005571	DRINKING WATER P/F ACADEMY	05/11/12	223276	11.85-
KENTWOOD SPRINGWATER Sum							389.97-
00001 KONE INC (MONTGOMERY KON	220877722	00123687	11005224	MAINT 4/12-6/12 CITY HALL	05/11/12	223284	1,013.01-
KONE INC (MONTGOMERY KON Sum							1,013.01-
00001 LEXISNEXIS RISK DATA MAN	1127340-2012	00123957	11005569	ONLINE SEARCHES 4/12 POLICE	05/11/12	223288	50.00-
LEXISNEXIS RISK DATA MAN Sum							50.00-
00001 LOWE'S OF HATTIESBURG IN	924403	00122995	11005325	HAND TOOLS STREET DEPT	05/11/12	223291	67.26-
00001 LOWE'S OF HATTIESBURG IN	947229	00123173	11005326	HVAC SUPP CONSTR STOCK	05/11/12	223291	321.75-
00001 LOWE'S OF HATTIESBURG IN	924981	00122427	11005327	SUPP/TOOLS CONSTR DEPT	05/11/12	223291	323.42-
00001 LOWE'S OF HATTIESBURG IN	924677	00123224	11005328	HOLE SAW CONSTR DEPT	05/11/12	223291	69.08-
LOWE'S OF HATTIESBURG IN Sum							781.51-
00001 M B C - L E O	REG-BROWN 6/	00123793	11005349	REG-BROWN-CONF-BILOXI,MS	05/11/12	223292	175.00-
M B C - L E O Sum							175.00-
00001 M M C MATERIALS INC	189054	00121692	11005329	CONCRETE-VARI LOC-DRNGE	05/11/12	223293	283.50-
00001 M M C MATERIALS INC	189199	00121692	11005330	CONCRETE-VARI LOC-DRNGE	05/11/12	223293	324.00-
00001 M M C MATERIALS INC	190793	00121692	11005331	CONCRETE-VARI LOC-DRNGE	05/11/12	223293	445.50-
00001 M M C MATERIALS INC	191050	00121692	11005332	CONCRETE-VARI LOC-DRNGE	05/11/12	223293	567.00-
00001 M M C MATERIALS INC	192956	00121692	11005333	CONCRETE-VARI LOC-DRNGE	05/11/12	223293	567.00-
00001 M M C MATERIALS INC	193038	00121692	11005334	CONCRETE-VARI LOC-DRNGE	05/11/12	223293	162.00-
00001 M M C MATERIALS INC	194194	00121692	11005335	CONCRETE-VARI LOC-DRNGE	05/11/12	223293	1,134.00-
00001 M M C MATERIALS INC	194238	00121692	11005336	CONCRETE-VARI LOC-DRNGE	05/11/12	223293	243.00-
00001 M M C MATERIALS INC	194249	00121692	11005337	CONCRETE-VARI LOC-DRNGE	05/11/12	223293	364.50-
00001 M M C MATERIALS INC	194276	00121692	11005338	CONCRETE-VARI LOC-DRNGE	05/11/12	223293	243.00-
00001 M M C MATERIALS INC	197603	00121692	11005339	CONCRETE-VARI LOC-DRNGE	05/11/12	223293	283.50-
00001 M M C MATERIALS INC	197675	00121692	11005340	CONCRETE-VARI LOC-DRNGE	05/11/12	223293	972.00-
M M C MATERIALS INC Sum							5,589.00-
00001 MAULDIN COMPANY	104661	00123497	11005300	REPR PTS U#11356 STREET	05/11/12	223294	39.70-
00001 MAULDIN COMPANY	104900	00123760	11005593	REPR PTS U#9700 HEALTH	05/11/12	223294	255.60-
MAULDIN COMPANY Sum							295.30-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 MCCAIN UNIFORMS	227711-1	00123237	11005277	UNIFORM SHIRTS-STOCK-POLICE	05/11/12	223295	416.25-
00001 MCCAIN UNIFORMS	227429-1	00123344	11005352	UNIFORM BOOTS-STOCK-POLICE	05/11/12	223295	490.00-
00001 MCCAIN UNIFORMS	228183-1	00123344	11005353	UNIFORM BOOTS-STOCK-POLICE	05/11/12	223295	70.00-
00001 MCCAIN UNIFORMS	228354-1	00123430	11005390	UNIFORM SHIRTS-CHIEF OFFICER	05/11/12	223295	193.80-
MCCAIN UNIFORMS Sum							1,170.05-
00001 MCELHANEY PLUMBING INC	191248	00122042	11005324	HARDWARE SUPP 4/12 POLICE	05/11/12	223297	75.07-
00001 MCELHANEY PLUMBING INC	195216	00123461	11005417	SINK FAUCET CIVIC CNT GARAGE	05/11/12	223297	93.73-
00001 MCELHANEY PLUMBING INC	194193	00123739	11005478	METER BOXES GO&FS	05/11/12	223297	31.90-
MCELHANEY PLUMBING INC Sum							200.70-
00001 MCMULLAN EQUIPMENT CO	29486	00122658	11005484	2012 SUV U#18555 DAVIS P/WRKS	05/11/12	223299	24,930.00-
00001 MCMULLAN EQUIPMENT CO	141311P	00123927	11005524	REPR PTS U#17579 POLICE	05/11/12	223299	55.20-
MCMULLAN EQUIPMENT CO Sum							24,985.20-
00001 MID SOUTH UNIFORM & SUPP	479507	00122169	11005226	UNIFORM TIES-POLICE RECRUITS	05/11/12	223302	39.60-
00001 MID SOUTH UNIFORM & SUPP	480020	00122087	11005522	UNIFORM SHIRTS-SPEIGHTS-POL	05/11/12	223302	200.00-
00001 MID SOUTH UNIFORM & SUPP	480088	00123410	11005523	NAMETAGS-FLD TRNG OFFICERS	05/11/12	223302	100.00-
MID SOUTH UNIFORM & SUPP Sum							339.60-
00001 MIKE'S TIRE & WHEEL CO	2159876	00123531	11005535	TUBES STREET STOCK	05/11/12	223303	37.88-
MIKE'S TIRE & WHEEL CO Sum							37.88-
00001 MOLLY MAID	SERVICES 5/1	00123971	11005586	SERVS 5/12 CEMETERY	05/11/12	223307	245.00-
MOLLY MAID Sum							245.00-
00001 MORGAN, C J INC	2012049	00123854	11005407	REPR SEWER HERITAGE CHURCH	05/11/12	223308	3,795.50-
MORGAN, C J INC Sum							3,795.50-
00001 MS DEPT OF INFORMATION T	IN 601 COH19	02012429	11005347	LONG DISTANCE SERV 4/12	05/11/12	223310	10,300.45-
00001 MS DEPT OF INFORMATION T	IN 601 COZ27	02012430	11005348	NCIC MAINT 4/12 POLICE	05/11/12	223310	224.00-
MS DEPT OF INFORMATION T Sum							10,524.45-
00001 MS FIRE & SAFETY OF HBUR	32780	00123736	11005314	EXTINGUISHER INSP-CEM/FORSTRY	05/11/12	223311	145.90-
00001 MS FIRE & SAFETY OF HBUR	32939	00123990	11005576	TEST EXTINGUISHERS-SHOP	05/11/12	223311	87.00-
00001 MS FIRE & SAFETY OF HBUR	32940	00123990	11005577	TEST EXTINGUSIHER-PUB WORKS	05/11/12	223311	35.00-
MS FIRE & SAFETY OF HBUR Sum							267.90-
00001 MS FIRE CHIEF'S CONFEREN	REG-NEWSOME	00123730	11005293	REG-NEWSOME-CONF-JACKSON	05/11/12	223312	55.00-

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00001 MS FIRE CHIEF'S CONFEREN	REG-PATTERSO	00123730	11005294	REG-PATTERSON-CONF-JACKSON	05/11/12	223313	55.00-
00001 MS FIRE CHIEF'S CONFEREN	REG-PRESLEY	00123730	11005295	REG-PRESLEY-CONF-JACKSON	05/11/12	223314	55.00-
00001 MS FIRE CHIEF'S CONFEREN	REG-WEBSTER	00123730	11005296	REG-WEBSTER-CONF-JACKSON	05/11/12	223315	55.00-
MS FIRE CHIEF'S CONFEREN Sum							220.00-
00001 MS GRASS NURSERY	23278	00123619	11005414	SOD CEMETERY GRAVE SPACES	05/11/12	223316	575.00-
MS GRASS NURSERY Sum							575.00-
00001 MS HERITAGE TRUST (SEE A	1990 HESKEW	00123638	11005515	REG-HESKEW-CONF-OCEAN SPRINGS	05/11/12	223317	75.00-
MS HERITAGE TRUST (SEE A Sum							75.00-
00001 MS MUNICIPAL LEAGUE	REG-DUPREE 6	00123757	11005258	REG-DUPREE-CONF BILOXI,MS	05/11/12	223318	235.00-
00001 MS MUNICIPAL LEAGUE	REG-BROWN 6/	00123757	11005259	REG-BROWN-CONF BILOXI,MS	05/11/12	223318	235.00-
00001 MS MUNICIPAL LEAGUE	REG-HOOD 6/2	00123757	11005260	REG-HOOD-CONF BILOXI,MS	05/11/12	223318	235.00-
00001 MS MUNICIPAL LEAGUE	REG-EVERETT	00123757	11005261	REG-EVERETT-CONF BILOXI,MS	05/11/12	223318	235.00-
00001 MS MUNICIPAL LEAGUE	REG-MYERS 6/	00123757	11005262	REG-MYERS-CONF BILOXI,MS	05/11/12	223318	235.00-
00001 MS MUNICIPAL LEAGUE	REG-DAVIS 6/	00123755	11005302	REG-DAVIS-CONF-BILOXI,MS	05/11/12	223318	235.00-
00001 MS MUNICIPAL LEAGUE	REG-KUYRKEND	00123755	11005303	REG-KUYRKENDALL-CONF-BILOXI	05/11/12	223318	235.00-
00001 MS MUNICIPAL LEAGUE	REG-WEBSTER	00123756	11005573	REG-WEBSTER-CONF-BILOXI,MS	05/11/12	223318	235.00-
MS MUNICIPAL LEAGUE Sum							1,880.00-
00001 MS POWER COMPANY	5/12 GENERAL	00201215	11005554	MNTHLY ELEC-GENERAL	05/11/12	223319	4,832.55-
MS POWER COMPANY Sum							4,832.55-
00001 MS STATE/DEPT OF HEALTH/	12-102241 GE	00123968	11005561	BOILER/WTR HTR INSP-VARI LOC	05/11/12	223320	1,442.00-
MS STATE/DEPT OF HEALTH/ Sum							1,442.00-
00001 MS STATE/TREASURER/FINAN		02012419	11005213	FINE COLLECTIONS 4/12	05/01/12	16503	79,617.30-
MS STATE/TREASURER/FINAN Sum							79,617.30-
00001 NAPA AUTO PARTS	466259	00123643	11005239	REPR PTS U#18489,STOCK-FIRE	05/11/12	223323	143.24-
00001 NAPA AUTO PARTS	466458	00123629	11005280	REPR PTS VARI POLICE UNITS	05/11/12	223323	441.05-
00001 NAPA AUTO PARTS	466350	00123674	11005307	PUMP-CONSTR DEPT	05/11/12	223323	429.00-
00001 NAPA AUTO PARTS	466183	00123501	11005378	REPR PTS POLICE STOCK	05/11/12	223323	49.18-
00001 NAPA AUTO PARTS	466182	00123501	11005379	REPR PTS SHOP SUPPLIES	05/11/12	223323	33.78-
00001 NAPA AUTO PARTS	466180	00123501	11005380	REPR PTS U#17720 SANIT	05/11/12	223323	39.00-
00001 NAPA AUTO PARTS	466187	00123177	11005391	REPR PTS U#11058 LAND CODE	05/11/12	223323	212.00-
00001 NAPA AUTO PARTS	466188	00123177	11005392	REPR PTS U#7871 STREET	05/11/12	223323	14.38-
00001 NAPA AUTO PARTS	466190	00123177	11005393	TIE STRINGS SHOP SUPPLIES	05/11/12	223323	9.50-
00001 NAPA AUTO PARTS	466179	00123396	11005395	REPR PTS U#15921 TRAFFIC	05/11/12	223323	17.38-
00001 NAPA AUTO PARTS	466177	00123396	11005396	REPR PTS HEALTH STOCK	05/11/12	223323	12.72-
00001 NAPA AUTO PARTS	466186	00123500	11005410	REPR PTS U#17730 SANIT	05/11/12	223323	9.75-
00001 NAPA AUTO PARTS	466175	00123272	11005412	REPR PTS U#12022 HEALTH	05/11/12	223323	72.39-

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00001 NAPA AUTO PARTS	466176	00123272	11005413	TIRE TOOLS HEALTH	05/11/12	223323	8.38-
00001 NAPA AUTO PARTS	466174	00123608	11005477	COMPRESS OIL 30W-SHOP	05/11/12	223323	27.49-
NAPA AUTO PARTS Sum							1,519.24-
00001 NATL ANIMAL CONTROL ASSN	39313	00123786	11005311	MERSHP RNWL POLICE DEPT	05/11/12	223324	125.00-
NATL ANIMAL CONTROL ASSN Sum							125.00-
00001 NATL CONFERENCE OF BLACK MERSHP DUPRE		00123950	11005560	2012 MERSHP DUES MAYOR DUPREE	05/11/12	223325	1,050.00-
NATL CONFERENCE OF BLACK Sum							1,050.00-
00001 NEWELL PAPER COMPANY	533186	00123595	11005236	JANIT SUPP P/F ACADEMY	05/11/12	223328	450.00-
00001 NEWELL PAPER COMPANY	532975	00123514	11005244	TRASH BAGS-STREET DEPT	05/11/12	223328	900.00-
00001 NEWELL PAPER COMPANY	533571	00123679	11005404	BROOMS-SHOP SUPPLIES	05/11/12	223328	32.55-
NEWELL PAPER COMPANY Sum							1,382.55-
00001 NEWSOME, FRANK		TRAV ADVANCE	00123700	11005240 TRAV ADV-FIRE CHIEFS CONF-JKN	05/11/12	223329	382.66-
NEWSOME, FRANK Sum							382.66-
00001 NORFOLK SOUTHERN CORP	90013851	00123748	11005316	5/12 LEASE RR ST PK LOT	05/11/12	223330	1,382.61-
NORFOLK SOUTHERN CORP Sum							1,382.61-
00001 OFFICE DEPOT INC	1461678418	00123341	11005220	SOFTWARE/KEYBOARD-INFO TECH	05/11/12	223332	711.93-
00001 OFFICE DEPOT INC	605859141001	00123353	11005248	OFFICE SUPP ENGR DEPT	05/11/12	223332	36.17-
00001 OFFICE DEPOT INC	606199666001	00123426	11005270	OFFICE SUPP MPO/GIS DEPT	05/11/12	223332	127.70-
00001 OFFICE DEPOT INC	606201541001	00123426	11005271	OFFICE SUPP MPO/GIS DEPT	05/11/12	223332	11.90-
00001 OFFICE DEPOT INC	606201540001	00123426	11005272	OFFICE SUPP MPO/GIS DEPT	05/11/12	223332	18.78-
00001 OFFICE DEPOT INC	606201542001	00123426	11005273	OFFICE SUPP MPO/GIS DEPT	05/11/12	223332	29.09-
00001 OFFICE DEPOT INC	1462326390	00122880	11005318	CREDIT INV#1456669911	05/11/12	223332	6.57
00001 OFFICE DEPOT INC	606537795001	00123508	11005369	COPIER INK CEMETERY	05/11/12	223332	51.80-
00001 OFFICE DEPOT INC	606696469001	00123570	11005376	DRY ERASE BOARD-CAPT.BULLOCK	05/11/12	223332	21.64-
00001 OFFICE DEPOT INC	606696470001	00123570	11005377	CORK BOARD-CAPT.BULLOCK	05/11/12	223332	33.39-
00001 OFFICE DEPOT INC	1465326687	00123694	11005463	CHAIR,LAPTOP CASE-BROWN-M/ADM	05/11/12	223332	233.98-
OFFICE DEPOT INC Sum							1,269.81-
00001 OWENS BUSINESS MACHINES	234961	00123741	11005486	COPIER TONER SANIT DEPT	05/11/12	223334	82.00-
OWENS BUSINESS MACHINES Sum							82.00-
00001 PATTERSON, TONY		TRAV ADVANCE	00123701	11005241 TRAV ADV-FIRE CHIEFS CNF-JKSN	05/11/12	223336	382.66-
PATTERSON, TONY Sum							382.66-

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00001 PEANUTS TOWING SERVICE	59794	00123670	11005235	TOWING U#15149 POLICE	05/11/12	223337	65.00-
00001 PEANUTS TOWING SERVICE	59916	00123785	11005287	TOWING SEIZED VEHICLE	05/11/12	223337	100.00-
PEANUTS TOWING SERVICE Sum							165.00-
00001 PEARL RIVER VALLEY EPA (	102100005 4/	00201215	11005555	MNTHLY 5/12 PUBLIC SERVICES	05/11/12	223338	671.82-
00001 PEARL RIVER VALLEY EPA (	5/12 GENERAL	00201215	11005556	MNTHLY 5/12 PUBLIC SERVICES	05/11/12	223338	4,389.81-
PEARL RIVER VALLEY EPA (							5,061.63-
Sum							91.00-
00001 PEAVEY, LYNN COMPANY	256725	00123198	11005371	CRIME SCENE SUPP PATROL DIV	05/11/12	223339	91.00-
PEAVEY, LYNN COMPANY Sum							316.00-
00001 PENNEY, J C COMMERCIAL	P911900FW00Z	00123330	11005566	CLOTH ALLOW-SCOTT-POLICE	05/11/12	223340	316.00-
PENNEY, J C COMMERCIAL Sum							696.00-
00001 PENNWEILL CORP (BOOKS)	101000011543	00123681	11005385	BOOKS/VIDEOS FD TRNG CLASSES	05/11/12	223341	696.00-
PENNWEILL CORP (BOOKS) Sum							22,356.18-
00001 PINE BELT OIL COMPANY IN	1000867	00123698	11005255	GASOLINE PUBLIC WORKS	05/11/12	223347	15,297.32-
00001 PINE BELT OIL COMPANY IN	1003139	00123698	11005256	DIESEL PUBLIC WORKS	05/11/12	223347	431.17-
00001 PINE BELT OIL COMPANY IN	575525	00123809	11005364	GAS CARDS/FEES 4/12	05/11/12	223347	69.50-
00001 PINE BELT OIL COMPANY IN	4/1-4/30/12	00123880	11005457	MINIT MART CHGS 4/12 EMER MGT	05/11/12	223347	6,516.51-
00001 PINE BELT OIL COMPANY IN	4/1-4/30 POL	00123880	11005458	MINIT MART CHGS 4/12 POLICE	05/11/12	223347	1,896.67-
00001 PINE BELT OIL COMPANY IN	4/1-4/30/12	00123880	11005459	MINIT MART CHGS 4/12 FIRE	05/11/12	223347	28,559.23-
00001 PINE BELT OIL COMPANY IN	1000872	00123510	11005460	GASOLINE,DIESEL PUBLIC WORKS	05/11/12	223347	1,965.00-
00001 PINE BELT OIL COMPANY IN	576320	00123260	11005590	DOUBLE WALL FUEL TANK-CONSTR	05/11/12	223347	77,091.58-
PINE BELT OIL COMPANY IN Sum							38,704.58-
00001 PINE BELT REGIONAL SOLID	100006 4/12	00123942	11005542	REFUSE DISPOSAL 3/31-4/30	05/11/12	223348	38,704.58-
PINE BELT REGIONAL SOLID Sum							24.90-
00001 POWER PLUS INC	5138	00123583	11005397	REPR PTS U#16550 STREET	05/11/12	223352	24.90-
POWER PLUS INC Sum							412.66-
00001 PRESLEY, PAUL E	TRAV ADVANCE	00123699	11005242	TRAV ADV-FIRE CHIEFS CNF-JKSN	05/11/12	223354	539.13-
00001 PRESLEY, PAUL E	PETTY CASH 2	00123839	11005389	PETTY CASH FIRE DEPT	05/11/12	223355	951.79-
PRESLEY, PAUL E Sum							3,000.00-
00001 PRUITT GROUP, THE	LOBBY RETAIN	00123765	11005276	LOBBYING RETAINER FEES 5/12	05/11/12	223357	

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PRUITT GROUP, THE Sum							3,000.00-
00001 PUBLIC EMPLOYEES RETIREM	3/5/12 LTR	02012444	11005546	DELINQUENT PERS INT PYMT	05/11/12	223358	325.07-
PUBLIC EMPLOYEES RETIREM Sum							325.07-
00001 PUCKETT MACHINERY COMPAN	P05C5528283	00123696	11005301	AIR FILTER-ST FRONT END LOADR	05/11/12	223359	53.10-
PUCKETT MACHINERY COMPAN Sum							53.10-
00001 PURVIS AUTO COLLISION	2782	00123926	11005526	ALIGNMENT-HARTLEY-POLICE	05/11/12	223361	42.00-
PURVIS AUTO COLLISION Sum							42.00-
00001 QUARTERMASTER	P67357600101	00123569	11005354	CAPTAINS COLLAR INSIGNIA	05/11/12	223362	107.87-
QUARTERMASTER Sum							107.87-
00001 R & D FOODS (BAD CHECK R	MARY K CARNE	02012426	11005346	MERCHANT FEE & FINE	05/11/12	223363	71.91-
R & D FOODS (BAD CHECK R Sum							71.91-
00001 REED'S METAL	106121	00123225	11005237	DOOR ROLLER TRACKS-BURN BLDG	05/11/12	223365	360.00-
REED'S METAL Sum							360.00-
00001 RELIABLE WELDING & MACH	37951	00123483	11005366	REPRS U#7869 STREET	05/11/12	223366	243.75-
00001 RELIABLE WELDING & MACH	37953	00123483	11005367	REPRS U#9858 SANIT	05/11/12	223366	5,506.26-
00001 RELIABLE WELDING & MACH	37959	00123746	11005541	REPRS U#16080 SANIT	05/11/12	223366	5,360.27-
RELIABLE WELDING & MACH Sum							11,110.28-
00001 RIVERSIDE MUFFLER	PO#123924 5/	00123924	11005525	REPR PTS U#17704 POLICE	05/11/12	223367	120.00-
RIVERSIDE MUFFLER Sum							120.00-
00001 RJ YOUNG COMPANY	268599	00123769	11005264	COPIER MAINT 2/28-3/28 PLANN	05/11/12	223368	390.00-
00001 RJ YOUNG COMPANY	273218	00123769	11005265	COPIER MAINT 3/28-4/28 PLANN	05/11/12	223368	390.00-
00001 RJ YOUNG COMPANY	273209	00123718	11005292	COPIER MAINT 3/28-4/28 FIRE	05/11/12	223368	196.00-
00001 RJ YOUNG COMPANY	271684	00123310	11005350	PRINTER TONER-COLEMAN-PLANN	05/11/12	223368	192.00-
00001 RJ YOUNG COMPANY	273253	00123848	11005384	COPIER MAINT 3/28-4/28 POLICE	05/11/12	223368	518.00-
00001 RJ YOUNG COMPANY	273613	00123867	11005476	COPIER MAINT 3/28-4/28 ENGR	05/11/12	223368	369.08-
RJ YOUNG COMPANY Sum							2,055.08-
00001 ROBINSON, DANIEL	TRAVEL REIMB	00123724	11005291	EXPNS-FIREFIGHTER CLASS JKSN	05/11/12	223369	228.33-

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ROBINSON, DANIEL Sum							228.33-
00001 RYAN MOTORS INC	19160	00123624	11005229	REPR PTS U#17783 POLICE	05/11/12	223372	221.82-
00001 RYAN MOTORS INC	191732	00123829	11005514	REPR PTS U#14683 URBAN DEV	05/11/12	223372	120.50-
RYAN MOTORS INC Sum							342.32-
00001 SACKS OUTDOOR SUPPLY	15534	00123584	11005227	CLOTH ALLOW-SIMS-POLICE	05/11/12	223373	169.00-
00001 SACKS OUTDOOR SUPPLY	15535	00123709	11005355	CLOTH ALLOW-RAYNER-POLICE	05/11/12	223373	389.93-
SACKS OUTDOOR SUPPLY Sum							558.93-
00001 SCHWANDT, MARILYN T	PETTY CASH 3	00123845	11005418	PETTY CASH VARI DEPTS	05/11/12	223378	594.39-
SCHWANDT, MARILYN T Sum							594.39-
00001 SCOTTS HYDRAULIC SERVICE	11362	00123415	11005252	REPRS U#11911 SANIT	05/11/12	223379	974.19-
SCOTTS HYDRAULIC SERVICE Sum							974.19-
00001 SEMPEN, MICHAEL J PLLC	SERVICES 4/1	00123874	11005462	SERVS 4/12 MUN COURT	05/11/12	223380	864.60-
SEMPER, MICHAEL J PLLC Sum							864.60-
00001 SHERWIN-WILLIAMS COMPANY	6897-2	00123715	11005531	PAINT SUPP RESPONSE TRAILER	05/11/12	223381	139.16-
00001 SHERWIN-WILLIAMS COMPANY	1606-0	00123429	11005585	STORAGE BLDG PAINT CEMETERY	05/11/12	223381	1,207.50-
SHERWIN-WILLIAMS COMPANY Sum							1,346.66-
00001 SHOWS DEARMAN & WAITS IN	16939	00123975	11005578	SURVEY COMPASS ROSE-AIRPORT	05/11/12	223382	525.00-
SHOWS DEARMAN & WAITS IN Sum							525.00-
00001 SIGN SOLUTIONS	2009-0761	00123347	11005360	LETTERING U#18489 FIRE	05/11/12	223384	575.00-
SIGN SOLUTIONS Sum							575.00-
00001 SOLAR SUPPLY INC	3429957	00123581	11005399	BLACK JOINT TAPE-STREET	05/11/12	223392	33.00-
SOLAR SUPPLY INC Sum							33.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 4/1/	02012439	11005547	POLICE FINES COLL.FEE	05/11/12	223395	342.01-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 4/1/1	02012440	11005548	POLICE FINES COLL.FEE	05/11/12	223395	229.75-
SOUTHERN FINANCIAL SYSTE Sum							571.76-

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00001 SOUTHERN PINE ELECTRIC P	5/12 GENERAL	00201215	11005558	MNTHLY 5/12 PUBLIC SERVICES	05/11/12	223396	1,302.28-
SOUTHERN PINE ELECTRIC P Sum							1,302.28-
00001 SOUTHERN TIRE MART LLC	11061484	00123375	11005365	REPR PTS U#16722 DRNGE	05/11/12	223397	480.00-
00001 SOUTHERN TIRE MART LLC	11061907 (A)	00123682	11005479	RECAP TIRES-DRAINAGE	05/11/12	223397	1,493.30-
00001 SOUTHERN TIRE MART LLC	11061907 (B)	00123682	11005480	TIRES-SANIT STOCK	05/11/12	223397	1,452.24-
00001 SOUTHERN TIRE MART LLC	11061907 (C)	00123682	11005481	RECAP TIRES-ST CLEANING	05/11/12	223397	2,124.00-
00001 SOUTHERN TIRE MART LLC	11061907 (D)	00123682	11005482	TIRES-AIRPORT	05/11/12	223397	2,179.44-
SOUTHERN TIRE MART LLC Sum							7,728.98-
00001 SOUTHGROUP (GALEY)	HATT-30 1949	00123822	11005373	NOTARY BOND-BERNARDO-COUNCIL	05/11/12	223398	100.00-
00001 SOUTHGROUP (GALEY)	HATT-30 1943	00123837	11005383	BOND RNWL-SHAPPLEY-POLICE	05/11/12	223398	100.00-
SOUTHGROUP (GALEY) Sum							200.00-
00001 SPECTRACOM CORP	M-23872	00123306	11005269	NETCLOCK SYSTEM-INFO TECH	05/11/12	223399	8,334.00-
SPECTRACOM CORP Sum							8,334.00-
00001 STANDARD OFFICE SUPPLY C	0023991-001	00123193	11005263	JOB APPLICATIONS-HUMAN RES	05/11/12	223401	421.25-
00001 STANDARD OFFICE SUPPLY C	0023218-001	00122863	11005464	OFFICE SUPP MUN CLERK	05/11/12	223401	67.96-
00001 STANDARD OFFICE SUPPLY C	0023216-001	00122863	11005465	OFFICE SUPP MUN CLERK	05/11/12	223401	67.96-
00001 STANDARD OFFICE SUPPLY C	0024218-001	00123775	11005529	CERTIFICATES P/F ACADEMY	05/11/12	223401	112.50-
00001 STANDARD OFFICE SUPPLY C	0024163-001	00123833	11005565	COPY PAPER POLICE DEPT	05/11/12	223401	280.00-
STANDARD OFFICE SUPPLY C Sum							949.67-
00001 TATE, FRANKLYN	TRAV ADV 6/2	00123921	11005521	TRAV ADV-BROWNSFIELD CONF-N.O	05/11/12	223402	273.03-
TATE, FRANKLYN Sum							273.03-
00001 THYSSENKRUPP ELEVATOR CO	223113	00123749	11005315	MAINT 5/12 PINE ST GARAGE	05/11/12	223405	410.45-
THYSSENKRUPP ELEVATOR CO Sum							410.45-
00001 TRUCK SERVICE & EQUIPMEN	306281	00122937	11005411	REPR PTS U#16080 SANIT	05/11/12	223408	89.10-
TRUCK SERVICE & EQUIPMEN Sum							89.10-
00001 TRUSTMARK NATIONAL BANK/	18143/284011	02012424	11005214	GARBAGE CAN LEASE DUE 5/30/12	05/01/12	16505	23,186.40-
TRUSTMARK NATIONAL BANK/ Sum							23,186.40-
00001 UNDERWOOD'S SMALL ENGINE	40810	00122633	11005370	MOWER BLADES CEMETERY	05/11/12	223411	373.35-
00001 UNDERWOOD'S SMALL ENGINE	9317837	00123902	11005532	LEAF BLOWER REPR FIRE DEPT	05/11/12	223411	35.45-

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UNDERWOOD'S SMALL ENGINE Sum							408.80--
00001 UNITED PARCEL SERVICE IN	00008E1Y1516	00123652	11005233	SHIPPING CHGS 4/19/12 POLICE	05/11/12	223412	13.31--
00001 UNITED PARCEL SERVICE IN	00008E1Y1517	00123838	11005382	SHIP CHGS RETURN VIDMICS	05/11/12	223412	262.40--
UNITED PARCEL SERVICE IN Sum							275.71--
00001 V F W OF THE US		PARKING SPAC	00123766	11005317 PARKING SPACES 5/12	05/11/12	223415	75.00--
V F W OF THE US Sum							75.00--
00001 VESELY'S NURSERY	PPO#123184 4	00123184	11005221	SPRING PLANTS CITY HALL	05/11/12	223417	452.00--
VESELY'S NURSERY Sum							452.00--
00001 VETERINARY ASSOCIATES OF	8575 117230	00123669	11005225	DOG FOOD/SERVS NERO-POLICE K9	05/11/12	223418	464.25--
00001 VETERINARY ASSOCIATES OF	9916 147550	00123956	11005584	EUTHANASIA-RACCOON/FELINE	05/11/12	223418	50.00--
VETERINARY ASSOCIATES OF Sum							514.25--
00001 VIDEO IMAGE PRODUCTIONS	845	00123896	11005530	PROD SERVS RECRUIT CLASS #30	05/11/12	223419	414.00--
VIDEO IMAGE PRODUCTIONS Sum							414.00--
00001 WARREN PAVING INC	10359MB	00123443	11005243	CRUSHED CONCRETE	05/11/12	223422	2,225.34--
00001 WARREN PAVING INC	10378MB	00123443	11005419	CRUSHED CONCRETE STREET DEPT	05/11/12	223422	425.79--
WARREN PAVING INC Sum							2,651.13--
00001 WASTE MANAGEMENT OF SOUT	0005401-2526	00123666	11005253	REFUSE DISPOSAL 4/2-14 SANIT	05/11/12	223423	9,091.28--
00001 WASTE MANAGEMENT OF SOUT	0005512-2526	00124003	11005592	REFUSE DISPOSAL 4/16-30 SANIT	05/11/12	223423	9,710.36--
WASTE MANAGEMENT OF SOUT Sum							18,801.64--
00001 WASTE PRO HATTIESBURG	0000170142	00123949	11005581	RECYCLING FEES	05/11/12	223424	17,917.50--
00001 WASTE PRO HATTIESBURG	0000170188	00123949	11005582	HAUL CHARGE	05/11/12	223424	3,225.00--
WASTE PRO HATTIESBURG Sum							21,142.50--
00001 WATCH GUARD VIDEO	SRINV0003994	00123996	11005570	REPR IN CAR VIDEO CAMERA	05/11/12	223425	334.25--
WATCH GUARD VIDEO Sum							334.25--
00001 WATERS INTERNATIONAL TRU	8-221180037	00123672	11005308	REPR PTS SANIT STOCK	05/11/12	223426	139.88--
00001 WATERS INTERNATIONAL TRU	8-221210074	00123716	11005309	REPR PTS U#17730 SANIT	05/11/12	223426	537.54--
00001 WATERS INTERNATIONAL TRU	8-221160057	00123610	11005591	REPRS U#14402 SANIT	05/11/12	223426	144.65--

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WATERS INTERNATIONAL TRU Sum							822.07-
00001 WILLMUT GAS & OIL COMPAN	5/12 GENERAL	00201215	11005553	MNTHLY GAS-GENERAL	05/11/12	223429	415.29-
WILLMUT GAS & OIL COMPAN Sum							415.29-
00001 WINGFOOT COMMERCIAL TIRE	238-1024092	00123502	11005381	TIRES POLICE STOCK	05/11/12	223430	2,383.20-
WINGFOOT COMMERCIAL TIRE Sum							2,383.20-
00001 1ST SOURCE SERVALL	DC840672	00123171	11005305	HVAC SUPPLIES CONSTR	05/11/12	223431	220.02-
1ST SOURCE SERVALL Sum							220.02-
Sum							1,398,070.41-

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PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	232972	00123617	11001375	WEED KILLER GRNDS MAINT	05/11/12	223119	118.00-
00002 A & R FARM AND GARDEN	233950	00123783	11001386	SAND BAGS-SOCCER GOALS	05/11/12	223119	18.75-
00002 A & R FARM AND GARDEN	232765	00123866	11001413	SAND BAGS-TATUM SOCCER GOALS	05/11/12	223119	75.00-
00002 A & R FARM AND GARDEN	232793	00123920	11001426	WEED KILLER GRNDS MAINT	05/11/12	223119	118.00-
A & R FARM AND GARDEN							
Sum							329.75-
00002 ADAMS, CHARLES		02012443	11001483	SPORTS SUPPORT SERVICES	05/11/12	223124	14.00-
ADAMS, CHARLES							
Sum							14.00-
00002 AGRI-AFC LLC	1027758	00123900	11001427	FERTILIZER TATUM SOCCER	05/11/12	223127	604.50-
AGRI-AFC LLC							
Sum							604.50-
00002 ALLEN, MATT		02012442	11001445	OFFICIAL-ADULT SOFTBALL	05/11/12	223132	238.00-
ALLEN, MATT							
Sum							238.00-
00002 AMERICAN CONCRETE PRODUC	54421	00123382	11001378	RESTROOM DOOR PEOPLES PARK	05/11/12	223134	205.00-
AMERICAN CONCRETE PRODUC							
Sum							205.00-
00002 ANOINTED HANDS CLEANING	096	00123865	11001416	SERVICE 4/12 GRNDS MNT OFFICE	05/11/12	223138	250.00-
ANOINTED HANDS CLEANING							
Sum							250.00-
00002 ASHLEY'S SPORTING GOODS	7286	00123860	11001525	HELMETS/BATS GIRLS SOFTBALL	05/11/12	223141	143.00-
ASHLEY'S SPORTING GOODS							
Sum							143.00-
00002 AUTO ARMATURE SERVICE IN	3377	00123827	11001529	STARTER U#9213 GRNDS MAINT	05/11/12	223144	79.95-
AUTO ARMATURE SERVICE IN							
Sum							79.95-
00002 B S N SPORTS	94634669	00123433	11001387	LIME MACHINE/HOME PLATES	05/11/12	223147	726.71-
00002 B S N SPORTS	94634669 (B)	00123452	11001388	FREIGHT CHGS PO#123433	05/11/12	223147	123.56-
B S N SPORTS							
Sum							850.27-
00002 BELL, DEVON		02012442	11001446	OFFICIAL-ADULT SOFTBALL	05/11/12	223150	51.00-
BELL, DEVON							
Sum							51.00-
00002 BETTS, SHERMAN		02012442	11001447	OFFICIAL-ADULT SOFTBALL	05/11/12	223154	369.00-

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BETTS, SHERMAN Sum							369.00-
00002 BLAKNEY, IVEY		SPORTS SERVS	02012443	11001484 SPORTS SUPPORT SERVICES	05/11/12	223155	21.00-
BLAKNEY, IVEY Sum							21.00-
00002 BOND, MARK		OFFICIAL 4/2	02012442	11001448 OFFICIAL-ADULT SOFTBALL	05/11/12	223158	252.00-
BOND, MARK Sum							252.00-
00002 BRACKMAN MOWER WAREHOUSE	0110452	00123615	11001376	LUBRICANTS-GRNDS MAINT	05/11/12	223162	89.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0110425	00123592	11001379	WEEDEATER STRING	05/11/12	223162	80.00-
00002 BRACKMAN MOWER WAREHOUSE	0110451	00123627	11001380	REPRS U#17998	05/11/12	223162	143.09-
00002 BRACKMAN MOWER WAREHOUSE	IN0109214	00122434	11001391	REPRS/MAINT U#17714	05/11/12	223162	97.53-
00002 BRACKMAN MOWER WAREHOUSE	0110580	00123722	11001392	MOWER REPR PTS GRNDS MAINT	05/11/12	223162	152.36-
00002 BRACKMAN MOWER WAREHOUSE	IN0110569	00123671	11001398	BLADES U#13890 GRNDS MAINT	05/11/12	223162	74.70-
00002 BRACKMAN MOWER WAREHOUSE	IN0110643	00123798	11001402	REPRS U#17085 GRNDS MAINT	05/11/12	223162	312.64-
00002 BRACKMAN MOWER WAREHOUSE	IN0110644	00123799	11001403	REPRS U#17714 GRNDS MAINT	05/11/12	223162	150.23-
00002 BRACKMAN MOWER WAREHOUSE	IN0110642	00123800	11001404	REPRS U#17561 GRNDS MAINT	05/11/12	223162	50.53-
00002 BRACKMAN MOWER WAREHOUSE	IN0110647	00123801	11001405	TIRE U#17551 GRNDS MAINT	05/11/12	223162	26.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0110648	00123805	11001406	REPRS U#13890 GRNDS MAINT	05/11/12	223162	444.86-
00002 BRACKMAN MOWER WAREHOUSE	IN0110649	00123806	11001407	REPR PTS U#13889 GRNDS MAINT	05/11/12	223162	188.35-
00002 BRACKMAN MOWER WAREHOUSE	0110773	00123931	11001521	MOWER BLADES GRNDS MAINT	05/11/12	223162	527.64-
BRACKMAN MOWER WAREHOUSE Sum							2,336.93-
00002 BRELAND, CAMEICA		SPORTS SERVS	02012443	11001485 SPORTS SUPPORT SERVICES	05/11/12	223164	49.00-
BRELAND, CAMEICA Sum							49.00-
00002 BURKE, HOWARD		OFFICIAL 4/2	02012442	11001449 OFFICIAL-ADULT SOFTBALL	05/11/12	223167	51.00-
BURKE, HOWARD Sum							51.00-
00002 CARQUEST AUTO PARTS STOR	2099-155346	00123628	11001381	CABLE-GRNDS MAINT UNITS	05/11/12	223170	21.33-
00002 CARQUEST AUTO PARTS STOR	2099-155353	00123639	11001382	JUMPER CABLES-MOWERS	05/11/12	223170	21.33-
CARQUEST AUTO PARTS STOR Sum							42.66-
00002 CATCHINGS, THOMAS		SPORTS SERVS	02012443	11001486 SPORTS SUPPORT SERVICES	05/11/12	223172	63.00-
CATCHINGS, THOMAS Sum							63.00-
00002 CITY OF HATTIESBURG FUND	05/01/12	02012428	11001372	TRF 1ST 05/12 PAYROLL	05/01/12	35655	45,116.62-
CITY OF HATTIESBURG FUND Sum							45,116.62-
00002 CLINESIGNS	1458	00123795	11001428	ADHESIVE ID NUMBERS VARI UNITS	05/11/12	223177	45.00-

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CLINESIGNS Sum							45.00-
00002 COKER, KEN	8439389	00123441	11001522	REPRS U#13889 GRNDS MAINT	05/11/12	223179	153.00-
00002 COKER, KEN	8439390	00123442	11001523	REPRS U#15517 GRNDS MAINT	05/11/12	223179	898.00-
COKER, KEN Sum							1,051.00-
00002 COOK, JOSH				OFFICIAL 4/2 02012442 11001450 OFFICIAL-ADULT FLAG FTBALL	05/11/12	223182	300.00-
COOK, JOSH Sum							300.00-
00002 CROWELL, IDALIS				SPORTS SERVS 02012443 11001487 SPORTS SUPPORT SERVICES	05/11/12	223187	49.00-
CROWELL, IDALIS Sum							49.00-
00002 CRUTHIRDS, RANDY				OFFICIAL 4/2 02012442 11001451 OFFICIAL-ADULT SOFTBALL	05/11/12	223188	136.00-
CRUTHIRDS, RANDY Sum							136.00-
00002 CURTIS, GEORGE				SPORTS SERVS 02012443 11001488 SPORTS SUPPORT SERVICES	05/11/12	223190	154.00-
CURTIS, GEORGE Sum							154.00-
00002 CURTIS, MALCOLM				OFFICIAL 4/2 02012442 11001452 OFFICIAL-ADULT SOFTBALL	05/11/12	223191	199.00-
CURTIS, MALCOLM Sum							199.00-
00002 DIXON, TIMOTHY				OFFICIAL 4/2 02012442 11001453 OFFICIAL-YTH/ADULT SOFTBAL	05/11/12	223197	177.00-
00002 DIXON, TIMOTHY				SPORTS SERVS 02012443 11001489 SPORTS SUPPORT SERVICES	05/11/12	223197	63.00-
DIXON, TIMOTHY Sum							240.00-
00002 DUNAGIN PEST CONTROL (PRE 8410849				00123659 11001384 SENTERICON SERV TATUM SOFTBALL	05/11/12	223201	73.75-
00002 DUNAGIN PEST CONTROL (PRE 8410821				00123863 11001415 SENTERICON RNWL DAHMER POOL	05/11/12	223201	56.25-
00002 DUNAGIN PEST CONTROL (PRE 8410837				00020123 11001419 SRV QTR 4-6/12 MAINT BLDG	05/11/12	223201	54.00-
00002 DUNAGIN PEST CONTROL (PRE 8410815				00020123 11001420 SRV QTR 4-6/12 CARPENTER	05/11/12	223201	54.00-
00002 DUNAGIN PEST CONTROL (PRE 8410811				00020123 11001421 SRV QTR 4-6/12 BOYS BRHOOD	05/11/12	223201	54.00-
00002 DUNAGIN PEST CONTROL (PRE 8410814				00020123 11001422 SRV QTR 4-6/12 CAMERON FLD	05/11/12	223201	54.00-
00002 DUNAGIN PEST CONTROL (PRE 8410820				00020123 11001423 SRV QTR 4-6/12 DAHMER POOL	05/11/12	223201	54.00-
00002 DUNAGIN PEST CONTROL (PRE 8410848				00020123 11001424 SRV QTR 4-6/12 TATUM SOCCR	05/11/12	223201	135.00-
00002 DUNAGIN PEST CONTROL (PRE 8410850				00020123 11001425 SRV QTR 4-6/12 TIMBERTON	05/11/12	223201	81.00-
DUNAGIN PEST CONTROL (PRE Sum							616.00-
00002 DUNMORE, JOHNATHAN				SPORTS SERVS 02012443 11001490 SPORTS SUPPORT SERVICES	05/11/12	223202	168.00-
DUNMORE, JOHNATHAN							

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Sum							
00002 EASTERLING, ISAIAH (POLL OFFICIAL 4/2	02012442	11001454	OFFICIAL-ADULT SOFTBALL	05/11/12	223203		168.00-
EASTERLING, ISAIAH (POLL							
Sum							
00002 ECHEVARRIA, DAVID	4/14/12 EVEN	00122720	11001371	EARTH DAY ENTERTAINMENT	05/01/12	35639	
ECHEVARRIA, DAVID							
Sum							
00002 ECONOMY SUPPLY CO	169005	00123104	11001390	BLACK ROOFING GRNDS MNT SUPP	05/11/12	223204	
00002 ECONOMY SUPPLY CO	169314	00123309	11001401	BLDG MATLS TATUM PRESSBOX	05/11/12	223204	34.50-
00002 ECONOMY SUPPLY CO	170461	00123835	11001412	THRESHOLD MATL GRNDS OFFICE	05/11/12	223204	357.48-
ECONOMY SUPPLY CO							17.95-
Sum							
00002 ELKINS WHOLESALE INC	139652-00	00123656	11001374	JANIT SUPP GRNDS MAINT	05/11/12	223206	
00002 ELKINS WHOLESALE INC	139294-00	00123448	11001377	KHB PROGRAM SUPPLIES	05/11/12	223206	450.50-
00002 ELKINS WHOLESALE INC	140650-00	00123918	11001518	JANIT SUPP GRNDS MAINT	05/11/12	223206	240.74-
ELKINS WHOLESALE INC							527.08-
Sum							
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 4/2	02012442	11001455	OFFICIAL-ADULT SOFTBALL	05/11/12	223209	
ESTERS, WILLARD (BUTCH)							1,218.32-
Sum							
00002 FAIRLEY, WILLIAM (VASTON SPORTS SERV	02012443	11001491	SPORTS SUPPORT SERVICES	05/11/12	223211		
FAIRLEY, WILLIAM (VASTON							
Sum							
00002 FERRELL, JOEL	OFFICIAL 4/2	02012442	11001456	OFFICIAL-ADULT SOFTBALL	05/11/12	223215	
FERRELL, JOEL							
Sum							
00002 G & K SERVICES	1034258790	00123888	11001433	UNIFORMS 4/03 GRNDS MAINT	05/11/12	223224	
00002 G & K SERVICES	1035260995	00123888	11001434	UNIFORMS 4/10 GRNDS MAINT	05/11/12	223224	96.00-
00002 G & K SERVICES	1035263162	00123888	11001435	UNIFORMS 4/17 GRNDS MAINT	05/11/12	223224	96.00-
00002 G & K SERVICES	1035265378	00123888	11001436	UNIFORMS 4/24 GRNDS MAINT	05/11/12	223224	96.00-
00002 G & K SERVICES	1035267467	00123888	11001437	UNIFORMS 5/01 GRNDS MAINT	05/11/12	223224	96.00-
00002 G & K SERVICES	1035258808	00123889	11001438	MATS 4/03 GRNDS MAINT	05/11/12	223224	3.50-
00002 G & K SERVICES	1035261013	00123889	11001439	MATS 4/10 GRNDS MAINT	05/11/12	223224	3.50-
00002 G & K SERVICES	1035263180	00123889	11001440	MATS 4/17 GRNDS MAINT	05/11/12	223224	3.50-
00002 G & K SERVICES	1035265396	00123889	11001441	MATS 4/24 GRNDS MAINT	05/11/12	223224	3.50-
00002 G & K SERVICES	1035267485	00123889	11001442	MATS 5/01 GRNDS MAINT	05/11/12	223224	3.50-
G & K SERVICES							
Sum							
00002 GADDIS, WILLIAM	OFFICIAL 4/2	02012442	11001457	OFFICIAL-ADULT/YTH SOFTBAL	05/11/12	223226	
							497.50-
							227.00-

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GADDIS, WILLIAM Sum							227.00-
00002 GALVIN, KRISTIN	SPORTS SERVS	02012443	11001492	SPORTS SUPPORT SERVICES	05/11/12	223227	196.00-
GALVIN, KRISTIN Sum							
00002 GRIFFIN, GABRIEL	OFFICIAL 4/2	02012442	11001458	OFFICIAL-ADULT SOFTBALL	05/11/12	223234	196.00-
GRIFFIN, GABRIEL Sum							85.00-
00002 HARRIS, DRE	SPORTS SERVS	02012443	11001493	SPORTS SUPPORT SERVICES	05/11/12	223242	85.00-
HARRIS, DRE Sum							49.00-
00002 HATTIESBURG CONVENTION C	KPZ CONTRACT	00123846	11001410	KPZ CONTRACT PYMT 4/12	05/11/12	223244	49.00-
HATTIESBURG CONVENTION C Sum							60,483.00-
00002 HAYES, CADECIA	SPORTS SERVS	02012443	11001494	SPORTS SUPPORT SERVICES	05/11/12	223245	49.00-
HAYES, CADECIA Sum							95.00-
00002 HENDERSON, AARON PRESTON	SPORTS SERVS	02012443	11001495	SPORTS SUPPORT SERVICES	05/11/12	223247	95.00-
HENDERSON, AARON PRESTON Sum							
00002 HERRING, AL	20429	00121761	11001399	SENIOR FAIR ENTERTAINMNT 2012	05/11/12	223248	95.00-
HERRING, AL Sum							750.00-
00002 HORNE, BRENDA	SPORTS SERVS	02012443	11001496	SPORTS SUPPORT SERVICES	05/11/12	223251	91.00-
HORNE, BRENDA Sum							147.00-
00002 HOSKINS, JAZAMINE	SPORTS SERVS	02012443	11001497	SPORTS SUPPORT SERVICES	05/11/12	223252	147.00-
HOSKINS, JAZAMINE Sum							290.60-
00002 IRBY, STUART C CO	S006689784.0	00123529	11001414	TIMERS-TATUM TENNIS CRT LITES	05/11/12	223261	109.45-
00002 IRBY, STUART C CO	S006621695.0	00123565	11001429	ELEC SUPP BALLFIELD LIGHTS	05/11/12	223261	
IRBY, STUART C CO Sum							400.05-
00002 ISTRE, RONNIE	OFFICIAL 4/2	02012442	11001459	OFFICIAL-ADULT SOFTBALL	05/11/12	223262	102.00-
ISTRE, RONNIE							

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							102.00-
00002 JACKSON, CORY JACKSON, CORY Sum	OFFICIAL 4/2	02012442	11001460	OFFICIAL-ADULT FLAG FTBALL	05/11/12	223263	30.00-
00002 JACKSON, ROOSEVELT III JACKSON, ROOSEVELT III Sum	815543	00123697	11001417	PAINT TATUM SOFTBALL COMPLEX	05/11/12	223264	30.00-
00002 JONES, ANN JONES, ANN Sum	PETTY CASH 4	00123864	11001411	PETTY CASH GRNDS MAINT	05/11/12	223269	7,895.00-
00002 JONES, ERIC JONES, ERIC Sum	OFFICIAL 4/2	02012442	11001461	OFFICIAL-ADULT FLAG FTBALL	05/11/12	223270	274.40-
00002 JONES, LAQUAN JONES, LAQUAN Sum	SPORTS SERVS	02012443	11001498	SPORTS SUPPORT SERVICES	05/11/12	223271	40.00-
00002 JONES, SUSIE JONES, SUSIE Sum	SENIOR CNTR	00123972	11001527	SENIOR CNTR COORD 5/1-15/12	05/11/12	223272	14.00-
00002 JORDAN, SARDE JORDAN, SARDE Sum	SPORTS SERVS	02012443	11001499	SPORTS SUPPORT SERVICES	05/11/12	223274	1,000.00-
00002 KETTLEY, VERONICA KETTLEY, VERONICA Sum	SPORTS SERVS	02012443	11001500	SPORTS SUPPORT SERVICES	05/11/12	223277	133.00-
00002 KEYS, MECHEKA KEYS, MECHEKA Sum	SPORTS SERVS	02012443	11001501	SPORTS SUPPORT SERVICES	05/11/12	223278	28.00-
00002 KEYS, TRAVIS KEYS, TRAVIS Sum	OFFICIAL 4/2	02012442	11001462	OFFICIAL-ADULT FLAG FTBALL	05/11/12	223279	133.00-
00002 KINSEY WELDING KINSEY WELDING Sum	4757	00123856	11001409	WELD TATUM PK SOCCER GOAL	05/11/12	223280	50.00-
							175.00-

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05/10/12

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00002 KIRKSEY, JOHNATHAN	OFFICIAL 4/2	02012442	11001463	OFFICIAL-YOUTH BASEBALL	05/11/12	223281	136.00-
KIRKSEY, JOHNATHAN Sum							136.00-
00002 KIRKSEY, NANCY JONES	SPORTS SERVS	02012443	11001502	SPORTS SUPPORT SERVICES	05/11/12	223282	340.00-
KIRKSEY, NANCY JONES Sum							340.00-
00002 KNOX, CLEMON	OFFICIAL 4/2	02012442	11001464	OFFICIAL-ADULT SOFTBALL	05/11/12	223283	153.00-
KNOX, CLEMON Sum							153.00-
00002 LANCASTER'S MACHINE & WE	20758	00123810	11001408	DECK/FRAME REPR U#13889	05/11/12	223285	450.00-
LANCASTER'S MACHINE & WE Sum							450.00-
00002 LARK POOL (S&T ASSOC)	1155952	00123459	11001528	STARTUP POOLS REC ADM	05/11/12	223286	2,290.97-
LARK POOL (S&T ASSOC) Sum							2,290.97-
00002 LEWIS, SIGMUND	SPORTS SERVS	02012443	11001503	SPORTS SUPPORT SERVICES	05/11/12	223287	42.00-
LEWIS, SIGMUND Sum							42.00-
00002 LOCKE, JACKIE W	OFFICIAL 4/2	02012442	11001465	OFFICIAL-ADULT SOFTBALL	05/11/12	223289	51.00-
LOCKE, JACKIE W Sum							51.00-
00002 LOWE, JAMES A	OFFICIAL 4/2	02012442	11001466	OFFICIAL-ADULT FLAG FTBALL	05/11/12	223290	40.00-
LOWE, JAMES A Sum							40.00-
00002 LOWE'S OF HATTIESBURG IN	936730	00122784	11001395	TRASH CANS CITY EVENTS	05/11/12	223291	349.27-
LOWE'S OF HATTIESBURG IN Sum							349.27-
00002 MCCANN, LADONNA	SPORTS SERVS	02012443	11001504	SPORTS SUPPORT SERVICES	05/11/12	223296	168.00-
MCCANN, LADONNA Sum							168.00-
00002 MCKINLEY, KRISTIE	SPORTS SERVS	02012443	11001516	SPORTS SUPPORT SERVICES	05/11/12	223298	14.00-
MCKINLEY, KRISTIE Sum							14.00-
00002 MCNAIR, EVELENE	OFFICIAL 4/2	02012442	11001467	OFFICIAL-YOUTH SOFTBALL	05/11/12	223300	119.00-

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MCNAIR, EVELENE Sum							119.00-
00002 MID SOUTH GLASS INC	0037741	00123648	11001393	RPLCMNT GLASS CE ROY CNTR	05/11/12	223301	160.50-
MID SOUTH GLASS INC Sum							160.50-
00002 MIKE'S TIRE & WHEEL CO	2159916	00123587	11001383	TIRE U#1389 GRNDS MAINT	05/11/12	223303	87.04-
00002 MIKE'S TIRE & WHEEL CO	2159697	00123287	11001431	TURF BAR U#13890 GRNDS MAINT	05/11/12	223303	87.04-
00002 MIKE'S TIRE & WHEEL CO	3345546	00123932	11001432	TIRE TUBE U#14980 GRNDS MAINT	05/11/12	223303	10.53-
00002 MIKE'S TIRE & WHEEL CO	2158963	00123966	11001530	TIRE U#17214 GRNDS MAINT	05/11/12	223303	72.18-
MIKE'S TIRE & WHEEL CO Sum							256.79-
00002 MILLER, CLIFF		02012442	11001469	OFFICIAL-ADULT SOFTBALL	05/11/12	223304	51.00-
MILLER, CLIFF Sum							51.00-
00002 MINGO, DEMYRON MANDELA		02012442	11001468	OFFICIAL-YOUTH SOFTBALL	05/11/12	223305	46.00-
MINGO, DEMYRON MANDELA Sum							46.00-
00002 MS MUNICIPAL LEAGUE	REG-TERRELL	00123758	11001394	REG-TERRELL-CONF-BILOXI,MS	05/11/12	223318	235.00-
MS MUNICIPAL LEAGUE Sum							235.00-
00002 MS POWER COMPANY	5/12 PKS/REC	00201215	11001444	MNTHLY ELEC-PARKS & REC	05/11/12	223319	965.50-
MS POWER COMPANY Sum							965.50-
00002 MS STATE/DEPT OF HEALTH/	12-102241 PK	00123968	11001517	BOILER/WTR HTR INSP-VARI LOC	05/11/12	223320	200.00-
MS STATE/DEPT OF HEALTH/ Sum							200.00-
00002 NAPA AUTO PARTS	466178	00123396	11001400	REPR PTS U#8667 GRNDS MAINT	05/11/12	223323	57.98-
NAPA AUTO PARTS Sum							57.98-
00002 OFFICE DEPOT INC	605860345001	00123355	11001373	OFFICE SUPP GRNDS MAINT	05/11/12	223332	18.92-
OFFICE DEPOT INC Sum							18.92-
00002 PATTERSON, ISIAH	OFFICIAL 4/2	02012442	11001470	OFFICIAL-ADULT SOFTBALL	05/11/12	223335	323.00-
PATTERSON, ISIAH Sum							323.00-
00002 PEANUTS TOWING SERVICE	59922	00123727	11001524	TOWING U#9213 GRNDS MAINT	05/11/12	223337	75.00-

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PEANUTS TOWING SERVICE Sum							75.00-
00002 PETERSON, CHRISTOPHER	OFFICIAL 4/2	02012442	11001471	OFFICIAL-ADULT FLAT FTBALL	05/11/12	223342	60.00-
PETERSON, CHRISTOPHER Sum							60.00-
00002 PETERSON, SHAMARI	05/03/12	02012431	11001397	REPLACEMENT CHECK/WRONG VENDOR	05/03/12	35659	70.00-
00002 PETERSON, SHAMARI	OFFICIAL 4/2	02012442	11001472	OFFICIAL-ADULT FLAG FTBALL	05/11/12	223343	30.00-
PETERSON, SHAMARI Sum							100.00-
00002 POWELL, RANDY	OFFICIAL 4/2	02012442	11001473	OFFICIAL-ADULT SOFTBALL	05/11/12	223351	119.00-
00002 POWELL, RANDY	SPORTS SERVS	02012443	11001505	SPORTS SUPPORT SERVICES	05/11/12	223351	98.00-
POWELL, RANDY Sum							217.00-
00002 PRINCE, MICORI	OFFICIAL 4/2	02012442	11001474	OFFICIAL-ADULT FLAG FTBALL	05/11/12	223356	30.00-
PRINCE, MICORI Sum							30.00-
00002 RAWLS, TANISHA	SPORTS SERVS	02012443	11001506	SPORTS SUPPORT SERVICES	05/11/12	223364	133.00-
RAWLS, TANISHA Sum							133.00-
00002 ROBINSON, RODERICK	SPORTS SERVS	02012443	11001507	SPORTS SUPPORT SERVICES	05/11/12	223370	70.00-
ROBINSON, RODERICK Sum							70.00-
00002 ROGERS, JARVIS	SPORTS SERVS	02012443	11001508	SPORTS SUPPORT SERVICES	05/11/12	223371	70.00-
ROGERS, JARVIS Sum							70.00-
00002 SCHAEFER, CHRISTOH	SPORTS SERVS	02012443	11001509	SPORTS SUPPORT SERVICES	05/11/12	223374	180.00-
SCHAEFER, CHRISTOH Sum							180.00-
00002 SHERWIN-WILLIAMS COMPANY	6731-3	00123579	11001430	BALLFIELD MARKING PAINT	05/11/12	223381	401.55-
SHERWIN-WILLIAMS COMPANY Sum							401.55-
00002 SIGNS FIRST	H-36690	00123162	11001385	FIELD SIGN PEOPLES PARK	05/11/12	223385	48.02-
SIGNS FIRST Sum							48.02-
00002 SIMPSON, ARTIS	SPORTS SERVS	02012443	11001510	SPORTS SUPPORT SERVICES	05/11/12	223386	133.00-

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SIMPSON, ARTIS Sum							133.00-
00002 SIMPSON, ERICA	SPORTS SERVS	02012443	11001511	SPORTS SUPPORT SERVICES	05/11/12	223387	84.00-
SIMPSON, ERICA Sum							84.00-
00002 SIMPSON, LYNN	OFFICIAL 4/2	02012442	11001477	OFFICIAL-ADULT SOFTBALL	05/11/12	223388	221.00-
SIMPSON, LYNN Sum							221.00-
00002 SIMPSON, NELDA	SPORTS SERVS	02012443	11001512	SPORTS SUPPORT SERVICES	05/11/12	223389	91.00-
SIMPSON, NELDA Sum							91.00-
00002 SMITH, PRESTON	OFFICIAL 4/2	02012442	11001475	OFFICIAL-ADULT FLAG FTBALL	05/11/12	223390	50.00-
SMITH, PRESTON Sum							50.00-
00002 SMITH, THOMAS III	OFFICIAL 4/2	02012442	11001476	OFFICIAL-ADULT FLAG FTBALL	05/11/12	223391	30.00-
SMITH, THOMAS III Sum							30.00-
00002 SOLAR SUPPLY INC		00123836	11001519	A/C REPR PTS TATUM SOCCER	05/11/12	223392	95.30-
SOLAR SUPPLY INC Sum							95.30-
00002 SOUTH MS BUSINESS MACHIN		00123840	11001418	COPIER REPR PTS SENIOR CNTR	05/11/12	223393	149.00-
SOUTH MS BUSINESS MACHIN Sum							149.00-
00002 SOUTHERN ATHLETIC FIELDS		00123607	11001389	MOUND CLAY CAMERON/DAHMER	05/11/12	223394	60.00-
SOUTHERN ATHLETIC FIELDS Sum							60.00-
00002 TERRELL, WINSTON	OFFICIAL 4/2	02012442	11001478	OFFICIAL-ADULT BASKETBALL	05/11/12	223403	153.00-
TERRELL, WINSTON Sum							153.00-
00002 THOMPSON, BRISON	SPORTS SERVS	02012443	11001513	SPORTS SUPPORT SERVICES	05/11/12	223404	42.00-
THOMPSON, BRISON Sum							42.00-
00002 TROTTER, COREY	OFFICIAL 4/2	02012442	11001479	OFFICIAL-ADULT SOFTBALL	05/11/12	223406	221.00-
TROTTER, COREY							

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Sum							221.00-
00002 TROTTER, WILLIE	OFFICIAL 4/2	02012442	11001480	OFFICIAL-ADULT SOFTBALL	05/11/12	223407	102.00-
TROTTER, WILLIE Sum							102.00-
00002 TRUSSELL, JAY	OFFICIAL 4/2	02012442	11001481	OFFICIAL-ADULT/YTH SOFTBAL	05/11/12	223409	210.00-
TRUSSELL, JAY Sum							210.00-
00002 USA BOXING-SOUTHERN ASSN	PO#122283 4/	00122283	11001526	HUB CITY BOXING LEAGUE FEES	05/11/12	223414	450.00-
USA BOXING-SOUTHERN ASSN Sum							450.00-
00002 VARNADO, UNDRA	SPORTS SERVS	02012443	11001514	SPORTS SUPPORT SERVICES	05/11/12	223416	119.00-
VARNADO, UNDRA Sum							119.00-
00002 VINCENT, CALVIN JR	SPORTS SERVS	02012443	11001515	SPORTS SUPPORT SERVICES	05/11/12	223420	102.00-
VINCENT, CALVIN JR Sum							102.00-
00002 WELLS, ROBERT	OFFICIAL 4/2	02012442	11001482	OFFICIAL-ADULT FLAG FTBALL	05/11/12	223427	30.00-
WELLS, ROBERT Sum							30.00-
00002 WILLMUT GAS & OIL COMPAN	5/12 PKS/REC	00201215	11001443	MNTHLY GAS-PARKS & REC	05/11/12	223429	13.43-
WILLMUT GAS & OIL COMPAN Sum							13.43-
Sum							140,029.11-

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HATT.MUNICIPAL FIRE PROTECTION 00005 TRUSTMARK NATIONAL BANK/	#00028401107	02012434	11000042	FIRE TRUCK LEASE NOTE #33523	05/08/12	21587	14,340.60-
TRUSTMARK NATIONAL BANK/ Sum							14,340.60-
Sum							14,340.60-

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PAYROLL FUND	05/03/12	ACC	02012153	11000432 BURIAL INSURANCE PREMIUM	05/03/12	16512	368.38-
00006 TRANSAMERICA LIFE							
TRANSAMERICA LIFE							368.38-
Sum							368.38-

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00009 COMSOUTH	164759	00123683	11001065	RADIO BATTERIES-PLANT	05/11/12	223181	564.00-
COMSOUTH Sum							564.00-
00009 COVINGTON SALES & SERVIC	57955	00123168	11001058	REEL SPROCKET U#15961 SEWER	05/11/12	223184	126.62-
COVINGTON SALES & SERVIC Sum							126.62-
00009 D P C ENTERPRISES LP	21200722-12	00123194	11001038	CHEMICALS-LAGOON	05/11/12	223192	3,768.00-
00009 D P C ENTERPRISES LP	21200723-12	00123194	11001039	CHEMICALS-LAGOON	05/11/12	223192	2,992.00-
00009 D P C ENTERPRISES LP	21200650-12	00122977	11001045	CHEMICALS PLT #1	05/11/12	223192	1,746.00-
00009 D P C ENTERPRISES LP	21200651-12	00122977	11001046	CHEMICALS PLT #2	05/11/12	223192	1,309.50-
00009 D P C ENTERPRISES LP	C21200020-12	00122977	11001051	CREDIT-INCORRECT PRICE	05/11/12	223192	194.40
00009 D P C ENTERPRISES LP	C21200021-12	00122977	11001052	CREDIT-INCORRECT PRICE	05/11/12	223192	145.80
00009 D P C ENTERPRISES LP	21200845-12	00123678	11001077	CHEMICALS-LAGOON	05/11/12	223192	2,328.00-
D P C ENTERPRISES LP Sum							11,803.30-
00009 DUNAGIN PEST CONTROL(PRE	8410855	00020123	11001068	SRV QTR 4/12-6/12 WTR OFFC	05/11/12	223201	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8410852	00020123	11001069	SRV QTR 4-6/12 PLT-LOWER	05/11/12	223201	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8410853	00020123	11001070	SRV QTR 4-6/12 PLT-UPPER	05/11/12	223201	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8410856	00020123	11001071	SRV QTR 4-6/12 PLT-JAMES	05/11/12	223201	56.70-
00009 DUNAGIN PEST CONTROL(PRE	8410812	00020123	11001072	SRV QTR 4-6/12 BURKETT	05/11/12	223201	45.00-
00009 DUNAGIN PEST CONTROL(PRE	8410823	00020123	11001073	SRV QTR 4-6/12 E LAUREL	05/11/12	223201	45.00-
00009 DUNAGIN PEST CONTROL(PRE	8410839	00020123	11001074	SRV QTR 4-6/12 N LAGOON	05/11/12	223201	45.00-
DUNAGIN PEST CONTROL(PRE Sum							353.70-
00009 EDKO LLC	323549	00123819	11001057	SPRAY HERBICIDE LAGOON LEVEES	05/11/12	223205	6,750.01-
EDKO LLC Sum							6,750.01-
00009 FASTENAL COMPANY	MSHAT139762	00122980	11001053	SCREWS-LAGOON	05/11/12	223212	4.12-
00009 FASTENAL COMPANY	MSHAT140482	00123588	11001066	CAP SCREWS/LOCK NUTS-LAGOON	05/11/12	223212	123.75-
FASTENAL COMPANY Sum							127.87-
00009 GILLILANDS ELECTRONICS S	52143	00123784	11001075	GATE CAMERA PLT #2	05/11/12	223232	500.00-
GILLILANDS ELECTRONICS S Sum							500.00-
00009 IRBY, STUART C CO	S006664107.0	00123207	11001078	ELEC SUPP LAGOONS	05/11/12	223261	98.03-
IRBY, STUART C CO Sum							98.03-
00009 LANCASTER'S MACHINE & WE	20766	00123886	11001087	BONE OUT BLOCKS/REMOVE SHAFTS	05/11/12	223285	670.00-
LANCASTER'S MACHINE & WE Sum							670.00-

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00009 MS FIRE & SAFETY OF HBUR	30833	00123721	11001047	NEW EXTINGUISHERS/INSPECT-PLT	05/11/12	223311	312.00-
MS FIRE & SAFETY OF HBUR Sum							312.00-
00009 MS MUNICIPAL LEAGUE	REG-BOUTWELL	00123755	11001040	REG-BOUTWELL-CONF-BILOXI,MS	05/11/12	223318	235.00-
MS MUNICIPAL LEAGUE Sum							235.00-
00009 MS POWER COMPANY	5/12 W&SO&M	00201215	11001080	MONTHLY ELEC-W&SO&M	05/11/12	223319	29,774.27-
MS POWER COMPANY Sum							29,774.27-
00009 MS STATE/DEPT OF HEALTH/	12-102241 W&	00123968	11001083	BOILER/WTR HTR INSP-VARI LOC	05/11/12	223320	282.00-
MS STATE/DEPT OF HEALTH/ Sum							282.00-
00009 NAPA AUTO PARTS	466189	00123177	11001059	REPR PTS U#14702 SEWER	05/11/12	223323	134.69-
00009 NAPA AUTO PARTS	466185	00123500	11001060	REPR PTS U#13510 TRANS	05/11/12	223323	216.05-
00009 NAPA AUTO PARTS	467064	00123858	11001076	REPR PTS U#11060 SEWER	05/11/12	223323	198.44-
NAPA AUTO PARTS Sum							549.18-
00009 NORTH LAMAR WATER ASSN	SEWER BILLIN	00123692	11001032	SEWER BILLING REPORT 3/12	05/11/12	223331	130.00-
NORTH LAMAR WATER ASSN Sum							130.00-
00009 PEARL RIVER VALLEY EPA (	5/12 W&SO&M	00201215	11001081	MONTHLY 5/12 PUBLIC SERVICES	05/11/12	223338	5,943.09-
PEARL RIVER VALLEY EPA (							5,943.09-
00009 PINE BELT INDUSTRIAL SUP	4101444-01	00122884	11001056	COUPLING HUB E L PUMP STA	05/11/12	223346	78.41-
00009 PINE BELT INDUSTRIAL SUP	4101420-01	00122709	11001090	PUMP EQUIP PTS LAGOON	05/11/12	223346	1,306.50-
00009 PINE BELT INDUSTRIAL SUP	4101916-01	00123270	11001091	PUMP EQUIP PTS LAGOON	05/11/12	223346	77.52-
PINE BELT INDUSTRIAL SUP Sum							1,462.43-
00009 PUMP AND CONTROL SERVICE	401	00123543	11001049	MAINT/REPRS S LAGOON 4/23-26	05/11/12	223360	3,200.00-
00009 PUMP AND CONTROL SERVICE	402	00123723	11001067	MAINT/REPRS S LAGOON 4/30-5/3	05/11/12	223360	3,200.00-
PUMP AND CONTROL SERVICE Sum							6,400.00-
00009 RELIABLE WELDING & MACH	37923	00123613	11001055	REPR VAC TRUCK BOOM CYL	05/11/12	223366	412.14-
RELIABLE WELDING & MACH Sum							412.14-
00009 SCHWANDT, MARILYN T	PETTY CASH 3	00123845	11001061	PETTY CASH W&SO&M	05/11/12	223377	27.55-

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SCHWANDT, MARILYN T Sum							27.55-
00009 SOUTHERN PINE ELECTRIC P	5/12 W&SO&M	00201215	11001082	MNTHLY 5/12 PUBLIC SERVICES	05/11/12	223396	613.79-
SOUTHERN PINE ELECTRIC P Sum							613.79-
00009 STANDARD OFFICE SUPPLY C	0023879-001	00123566	11001031	OFFICE SUPP WATER BILLING	05/11/12	223401	216.47-
STANDARD OFFICE SUPPLY C Sum							216.47-
00009 U S POSTMASTER-POSTAGE (	POSTAGE 5/12	00123768	11001041	POSTAGE 5/12 WATER OFFICE	05/11/12	223410	3,500.00-
U S POSTMASTER-POSTAGE (							3,500.00-
00009 USA BLUEBOOK	650783	00123458	11001036	PUMP EQUIP PTS-PLT/LAGOON	05/11/12	223413	1,027.50-
00009 USA BLUEBOOK	651206	00123458	11001037	PUMP EQUIP PTS PLT/LAGOON	05/11/12	223413	390.00-
USA BLUEBOOK Sum							1,417.50-
00009 WALTER, PAUL & SON WELDI	1563	00122954	11001050	PONTOON BOAT REPRS-LAGOON	05/11/12	223421	200.00-
WALTER, PAUL & SON WELDI Sum							200.00-
00009 WILLMUT GAS & OIL COMPAN	5/12 W&SO&M	00201215	11001079	MNTHLY GAS-W&SO&M	05/11/12	223429	13.42-
WILLMUT GAS & OIL COMPAN Sum							13.42-
							145,603.76-

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WATER & SEWER FUND							
00011 CITY OF HATTIESBURG FUND	05/01/12	02012414	11000669	APRIL WATER DIST IN MAY	05/01/12	35654	207,390.32-
CITY OF HATTIESBURG FUND							
Sum							207,390.32-
00011 NETWORK SERVICES (NSI)	10201490000	02012412	11000670	WATER COLLECTIONS FEES	05/11/12	223327	479.00-
NETWORK SERVICES (NSI)							
Sum							479.00-
Sum							207,869.32-

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CITY B & I							
00013 BANCORP SOUTH BANK (W &	PAYOFF '11 W	02012411	11000012	PAYOFF '11 W&S GO NOTE	05/01/12	16502	1,432,305.21-
BANCORP SOUTH BANK (W &							
Sum							1,432,305.21-
00013 MS STATE/DEVELOPMENT AUT	05/01/12	02012422	11000013	KOHLER CAP LOANS DUE 06/01/12	05/01/12	16504	29,498.29-
MS STATE/DEVELOPMENT AUT							
Sum							29,498.29-
00013 TRUSTMARK NATIONAL BANK/	ACCT #273350	02012432	11000014	DEBT SERV-D/T LIGHTING	05/07/12	16513	327,493.89-
TRUSTMARK NATIONAL BANK/							
Sum							327,493.89-
Sum							1,789,297.39-

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POLICE FORFEITURES FUND							
00019 FORREST CTY DIST	ATTY (SE 20% SHARE #1	02012427	11000065	20% SHARE SEIZED CASH	05/11/12	223217	37.80-
00019 FORREST CTY DIST	ATTY (SE 20% SHARE \$7	02012427	11000066	20% SHARE SEIZED CASH	05/11/12	223217	140.40-
FORREST CTY DIST ATTY (SE							
Sum							178.20-
Sum							178.20-

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2002 TIF B&I-SOUTHERN POINTE							
00020 HANCOCK BANK CORP TRUST	HATTICTLO02	02012433	110000003	11/2/11-5/1/12 FEES-SO POINTE	05/07/12	16514	550.00-
HANCOCK BANK CORP TRUST							550.00-
Sum							550.00-

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2003 TIF B&I-CHAUVET SQUARE 00022 TRUSTMARK NATIONAL BANK/ TRUSTMARK NATIONAL BANK/	6261-FEE'03	02012455	11000002	AGENT FEES-'03 CHAUVET SQUARE	05/09/12	16522	1,000.00-
Sum							1,000.00-
Sum							1,000.00-

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TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	05/01/12	02012413	11000067	APRIL MILLAGE DIST IN MAY	05/01/12	35645	391,575.38-
00027 H'BURG PUBLIC SCHOOLS	05/01/12	02012413	11000068	APRIL MILLAGE DIST IN MAY	05/01/12	35646	42,489.06-
H'BURG PUBLIC SCHOOLS							
Sum							434,064.44-
00027 LIBRARY, THE	05/01/12	02012413	11000066	APRIL MILLAGE DIST IN MAY	05/01/12	35644	16,851.20-
LIBRARY, THE							
Sum							16,851.20-
Sum							450,915.64-

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AIRPORT IMPROVEMENT FUND 00039 SHERWIN-WILLIAMS COMPANY	1432-1	00123641	11000033	MARKING PAINT AIRPT TERMINAL	05/11/12	223381	157.50-
SHERWIN-WILLIAMS COMPANY Sum							157.50-
Sum							157.50-

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MUNICIPAL ROAD & BRIDGE							
00072 BANCORPSOUTH EQUIPMENT F	CONT #002-00	02012435	11000287	TRACTOR LEASE PMT DUE 5/15/12	05/08/12	71223	1,412.41-
BANCORPSOUTH EQUIPMENT F							
Sum							1,412.41-
00072 GATES APPRAISAL SERVICES	4436		00123903	11000288 APPRAISAL 4TH ST EXP PH I	05/11/12	223229	2,750.00-
GATES APPRAISAL SERVICES							
Sum							2,750.00-
00072 JACKSON, BOWMAN & ARRINGTON	49340		00123904	11000289 APPRAISALS 4TH ST EXP PH II	05/11/12	223265	11,100.00-
00072 JACKSON, BOWMAN & ARRINGTON	49486		00123911	11000290 APPRAISAL 4TH ST EXP PH II	05/11/12	223265	5,100.00-
00072 JACKSON, BOWMAN & ARRINGTON	49341		00123912	11000291 APPRAISAL 4TH ST EXP PH II	05/11/12	223265	2,800.00-
00072 JACKSON, BOWMAN & ARRINGTON	49487		00123913	11000292 SERV 3/23-4/26 4TH ST EXP PII	05/11/12	223265	11,542.25-
00072 JACKSON, BOWMAN & ARRINGTON	5640		00123983	11000302 SERVS 2/22-5/4/12 4TH ST P II	05/11/12	223265	2,490.00-
JACKSON, BOWMAN & ARRINGTON							
Sum							33,032.25-
00072 JACKSON, BOWMAN, BLUMENTRI	HPP-7194-00		00123916	11000293 RIGHT OF WAY 4TH ST EXP P II	05/11/12	223266	445.00-
00072 JACKSON, BOWMAN, BLUMENTRI	HPP-7194-00		00123916	11000294 RIGHT OF WAY 4TH ST EXP P II	05/11/12	223266	655.00-
00072 JACKSON, BOWMAN, BLUMENTRI	HPP-7194-00		00123916	11000295 RIGHT OF WAY 4TH ST EXP P II	05/11/12	223266	690.00-
00072 JACKSON, BOWMAN, BLUMENTRI	HPP-7194-00		00123984	11000303 RIGHT OF WAY-LOPER-4TH ST EXP	05/11/12	223266	3,300.00-
00072 JACKSON, BOWMAN, BLUMENTRI	HPP-7194-00		00123984	11000304 TEMP CONST EASEMENT-LOPER	05/11/12	223266	700.00-
JACKSON, BOWMAN, BLUMENTRI							
Sum							5,790.00-
00072 NEEL-SCHAFFER INC	01001601		00123940	11000299 SERVS 3/12 SAFE ROUTES/SCHOOL	05/11/12	223326	8,511.97-
00072 NEEL-SCHAFFER INC	01001601		00123940	11000300 MATL TESTS SAFE ROUTES/SCHOOL	05/11/12	223326	1,958.04-
NEEL-SCHAFFER INC							
Sum							10,470.01-
00072 PITTMAN, HOWDESHELL, HINTO	HPP-8750-00		00123914	11000296 RIGHT OF WAY 4TH ST EXP P I	05/11/12	223349	2,057.00-
00072 PITTMAN, HOWDESHELL, HINTO	HPP-8750-00		00123914	11000297 CONSTR ESMNT 4TH ST EXP P I	05/11/12	223349	943.00-
00072 PITTMAN, HOWDESHELL, HINTO	HPP-8750-00		00123915	11000298 RIGHT OF WAY 4TH ST EXP P I	05/11/12	223349	4,600.00-
PITTMAN, HOWDESHELL, HINTO							
Sum							7,600.00-
00072 PRECISION CONSTRUCTION L	APPL#6 ZOO//		00123787	11000282 CONSTR-LL TRACE ZOO/DEPOT	05/11/12	223353	55,531.47-
PRECISION CONSTRUCTION L							
Sum							55,531.47-
00072 SHOWS DEARMAN & WAITS IN	16920		00123978	11000301 SERVS 3/26-4/28 4TH ST EXPAN	05/11/12	223382	2,600.00-
00072 SHOWS DEARMAN & WAITS IN	16900		00123982	11000305 SERVS 3/26-4/28 RR CROSSINGS	05/11/12	223382	5,167.14-
SHOWS DEARMAN & WAITS IN							
Sum							7,767.14-
00072 WARREN PAVING INC	10314MB		00122943	11000283 ASPHALT-VARI LOC	05/11/12	223422	3,308.14-
00072 WARREN PAVING INC	10335MB		00122943	11000284 ASPHALT-VARI LOC	05/11/12	223422	3,612.11-
00072 WARREN PAVING INC	10358MB		00122943	11000285 ASPHALT-VARI LOC	05/11/12	223422	4,914.71-
00072 WARREN PAVING INC	10377MB		00122943	11000286 ASPHALT-VARI LOC	05/11/12	223422	532.77-

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WARREN PAVING INC							
Sum							12,367.73-
Sum							136,721.01-

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MASS TRANSIT FUND							
00073 ADVANCED JANITORIAL SERV	20092 MASS T	00123524	11000323	SERVS 4/12 MASS TRANS OFFICE	05/11/12	223125	345.00-
ADVANCED JANITORIAL SERV Sum							345.00-
00073 AIRGAS USA LLC (NORDAN S	1122587 MASS	00123879	11000328	CYL RENT 4/12 MASS TRANSIT	05/11/12	223129	27.00-
AIRGAS USA LLC (NORDAN S Sum							27.00-
00073 ALBERT & ASSOCIATES ARCH #2		00123653	11000326	SERVS TRAIN DEPOT KIOSK	05/11/12	223130	9,500.00-
ALBERT & ASSOCIATES ARCH Sum							9,500.00-
00073 BOBBY'S MUFFLER & BRAKE	78527	00123234	11000331	MUFFLER U#12226	05/11/12	223156	129.95-
BOBBY'S MUFFLER & BRAKE Sum							129.95-
00073 CITY OF HATTIESBURG FUND	05/01/12	02012428	11000322	TRF 1ST 05/12 PAYROLL	05/01/12	16511	16,406.51-
CITY OF HATTIESBURG FUND Sum							16,406.51-
00073 CUMMINS MID SOUTH LLC	003-30363	00123688	11000332	MOTOR REPR U#16235	05/11/12	223189	13,453.12-
CUMMINS MID SOUTH LLC Sum							13,453.12-
00073 DUNAGIN PEST CONTROL(PRE	8410838	00020123	11000333	SRV QTR 4-6/12 M TRANSIT	05/11/12	223201	54.00-
DUNAGIN PEST CONTROL(PRE Sum							54.00-
00073 GILLIG LLC	4813531	00123781	11000329	BRAKE SHOES U#16235	05/11/12	223231	252.53-
00073 GILLIG LLC	4813531(B)	00123875	11000330	FREIGHT CHGS PO#123781	05/11/12	223231	116.26-
00073 GILLIG LLC	4814242 FREI	00124001	11000336	FREIGHT CHGS PO#123816	05/11/12	223231	43.20-
GILLIG LLC Sum							411.99-
00073 MOBILITY SYSTEMS INC	3122	00123404	11000334	REPR PTS U#16760	05/11/12	223306	238.75-
MOBILITY SYSTEMS INC Sum							238.75-
00073 MS STATE/DEPT OF HEALTH/	12-102241 MA	00123968	11000335	BOILER/WTR HTR INSP-VARI LOC	05/11/12	223320	80.00-
MS STATE/DEPT OF HEALTH/ Sum							80.00-
00073 OLD RIVER TRUCK SALES IN	10221020001	00123189	11000337	REPRS U#14953	05/11/12	223333	1,522.77-
00073 OLD RIVER TRUCK SALES IN	10221010005	00123191	11000338	BRAKE REPR U#14953	05/11/12	223333	4,387.04-
00073 OLD RIVER TRUCK SALES IN	10221090003	00123400	11000339	INJECTOR REPR U#14953	05/11/12	223333	4,195.57-
00073 OLD RIVER TRUCK SALES IN	10221170012	00123665	11000340	REPRS U#14952	05/11/12	223333	1,317.41-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MAY 11, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
OLD RIVER TRUCK SALES IN Sum							11,422.79-
00073 SOUTHERN TIRE MART LLC	11061527	00123209	11000324	TIRES U#14953,U#14952	05/11/12	223397	2,347.86-
00073 SOUTHERN TIRE MART LLC	11061289	00123258	11000325	TIRES U#16234,U#16235	05/11/12	223397	2,637.42-
SOUTHERN TIRE MART LLC Sum							4,985.28-
Sum							57,054.39-

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Date - 05/10/12

Check	Amount
1	100
2	200
3	300
4	400
5	500
6	600
7	700
8	800
9	900
10	1000
11	1100
12	1200
13	1300
14	1400
15	1500
16	1600
17	1700
18	1800
19	1900
20	2000
21	2100
22	2200
23	2300
24	2400
25	2500
26	2600
27	2700
28	2800
29	2900
30	3000
31	3100
32	3200
33	3300
34	3400
35	3500
36	3600
37	3700
38	3800
39	3900
40	4000
41	4100
42	4200
43	4300
44	4400
45	4500
46	4600
47	4700
48	4800
49	4900
50	5000
51	5100
52	5200
53	5300
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83	8300
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85	8500
86	8600
87	8700
88	8800
89	8900
90	9000
91	9100
92	9200
93	9300
94	9400
95	9500
96	9600
97	9700
98	9800
99	9900
100	10000

Sum

2,519.31

51,020.85

DEARMAN & WAITS IN

Sum
SHOWS

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MAY 11, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 A D T SECURITY SERVICES/	69191111	00123959	11000323	SECURITY 5/12 CULTURAL CNTR	05/11/12	223120	89.06-
A D T SECURITY SERVICES/ Sum							
00077 CITY OF HATTIESBURG FUND	05/01/12	02012428	11000303	TRF 1ST 05/12 PAYROLL	05/01/12	35655	89.06-
CITY OF HATTIESBURG FUND Sum							
00077 COURTNEY'S RESTAURANT EQ	6738	00123929	11000313	DISHWASHER REPR CE ROY CNTR	05/11/12	223183	13,781.09-
COURTNEY'S RESTAURANT EQ Sum							
00077 DUNAGIN PEST CONTROL (PRE	8410813	00020123	11000307	SRV QTR 4-6/12 CE ROY	05/11/12	223201	531.24-
00077 DUNAGIN PEST CONTROL (PRE	8410845	00020123	11000308	SRV QTR 4-6/12 SHERRILL	05/11/12	223201	120.00-
00077 DUNAGIN PEST CONTROL (PRE	8410846	00020123	11000309	SRV QTR 4-6/12 SIGLER	05/11/12	223201	120.00-
00077 DUNAGIN PEST CONTROL (PRE	8410844	00020123	11000310	SRV QTR 4-6/12 REC CNTR	05/11/12	223201	54.00-
00077 DUNAGIN PEST CONTROL (PRE	8410819	00020123	11000311	SRV QTR 4-6/12 CULTURAL CN	05/11/12	223201	54.00-
DUNAGIN PEST CONTROL (PRE Sum							
00077 EURO CLUB (REFUNDS)		02012437	11000315	DAMAGE DEPOSIT REFUND	05/11/12	223210	402.00-
EURO CLUB (REFUNDS) Sum							
00077 IRBY, STUART C CO	S006697489.0	00123611	11000312	LIGHT BULBS CE ROY CNTR	05/11/12	223261	100.00-
IRBY, STUART C CO Sum							
00077 MS ASSN OF EDUCATORS (RE	SHERRILL CNT	02012437	11000319	DAMAGE DEPOSIT REFUND	05/11/12	223309	39.60-
MS ASSN OF EDUCATORS (RE Sum							
00077 MS POWER COMPANY	5/12 COMM CN	00201215	11000321	MNTHLY ELEC-COMM CNTRS	05/11/12	223319	100.00-
MS POWER COMPANY Sum							
00077 MS STATE/DEPT OF HEALTH/	12-102241 CO	00123968	11000322	BOILER/WTR HTR INSP-VARI LOC	05/11/12	223320	3,359.03-
MS STATE/DEPT OF HEALTH/ Sum							
00077 MULI, REGINA (REFUND)	SHERRILL CNT	02012437	11000318	DAMAGE DEPOSIT REFUND	05/11/12	223321	360.00-
MULI, REGINA (REFUND) Sum							
00077 PIERCE PLUMBING INC	491849	00123554	11000305	REPR DISHWASHER CE ROY CNTR	05/11/12	223344	100.00-
							359.04-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MAY 11, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PIERCE PLUMBING INC Sum							359.04-
00077 POOLE, HARVEY (REFUNDS)	CULTURAL CNT	02012437	11000314	DAMAGE DEPOSIT REFUND	05/11/12	223350	300.00-
POOLE, HARVEY (REFUNDS) Sum							300.00-
00077 SCHWANDT, MARILYN T	PETTY CASH 3	00123845	11000306	PETTY CASH COMM CNTRS	05/11/12	223376	5.31-
SCHWANDT, MARILYN T Sum							5.31-
00077 SHOWS, ROBIN (REFUND)	SHERRILL CNT	02012437	11000316	DAMAGE DEPOSIT REFUND	05/11/12	223383	100.00-
SHOWS, ROBIN (REFUND) Sum							100.00-
00077 THYSSENKRUPP ELEVATOR CO	00123960	11000324	MAINT 5/1-7/31	CULTURAL CNTR	05/11/12	223405	826.09-
THYSSENKRUPP ELEVATOR CO Sum							826.09-
00077 WHIGHAM, SHARON (REFUND)	SHERRILL CNT	02012437	11000317	DAMAGE DEPOSIT REFUND	05/11/12	223428	100.00-
WHIGHAM, SHARON (REFUND) Sum							100.00-
00077 WILLMUT GAS & OIL COMPAN	5/12 COMM CN	00201215	11000320	MNTHLY GAS-COMM CNTRS	05/11/12	223429	148.80-
WILLMUT GAS & OIL COMPAN Sum							148.80-
Sum							20,701.26-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING MAY 11, 2012					Page Date	51 - 05/10/12	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT 00082 CITY OF HATTIESBURG FUND	05/01/12	02012428	11000190	TRF 1ST 05/12 PAYROLL	05/01/12	35656	5,793.78-
CITY OF HATTIESBURG FUND Sum							5,793.78-
00082 CLARION LEDGER (ADVERTIS CLARION LEDGER (ADVERTIS Sum							198.12-
00082 H'BURG AMERICAN ACCT #1 H'BURG AMERICAN ACCT #1 Sum							215.69-
00082 INDOFF INC INDOFF INC Sum							172.35-
00082 JORDAN, KEVIN JORDAN, KEVIN Sum							14.88-
00082 MS MUNICIPAL LEAGUE MS MUNICIPAL LEAGUE Sum							235.00-
00082 NAPA AUTO PARTS NAPA AUTO PARTS Sum							235.53-
00082 REID, GEORGIA (CDBG) REID, GEORGIA (CDBG) Sum							650.00-
00082 SCHWANDT, MARILYN T SCHWANDT, MARILYN T Sum							9.25-
00082 THOMAS, LAJUANA (CDBG) THOMAS, LAJUANA (CDBG) Sum							650.00-
Sum							8,174.60-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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Grand Total Level
 Sum 4,807,954.47-

**ADDENDUM CLAIMS DOCKET
PERIOD ENDING MAY 11, 2012**

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	CHAMPION CHRYSLER DODGE JEEP	24346	122404	5595	2012 4WD DODGE RAM-COMMAND VEHICLE	5/10/12	16524	23,319.00
02	MCMULLAN EQUIPMENT CO	29517-29520	122379	1532	4 2012 DODGE RAMS-REC MAINT VEHICLES	5/11/12	35664	85,852.00

TOTAL 109,171.00

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, May 15, 2012

4:30 PM

for May 15, 2012

Council Chambers

City Council - Amendments to the Agenda

Amendment to the May 15, 2012, Agenda

Add Policy Agenda Item VI.-23 at the request of the Administration as follows:

VI.-23 2012-0816

Approve three (3) year agreement with Megagate for Metro Ethernet Service (expanding bandwidth for internet)

Attachments: Megagate contract



City of Hattiesburg, MS

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

Master

File Number: 2012-0816

File ID: 2012-0816

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 05/15/2012

Brief Title: agreement with Megagate for Metro Ethernet Service

Final Action: 05/15/2012

Minute Book Number: MB 2012-1/155

Title:

Approve three (3) year agreement with Megagate for Metro Ethernet Service (expanding bandwidth for internet)

Notes:

Sponsors:

Enactment Date:

Attachments: Megagate contract

Enactment Number:

Contact:

Meeting Date: 05/15/2012

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	05/15/2012					
1	City Council	05/15/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Vice President Ware to Approve three (3) year agreement with Megagate for Metro Ethernet Service (expanding bandwidth for internet).							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							
1	City Council	05/15/2012	Approve				Pass

Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Carroll to Approve three (3) year agreement with Megagate for Metro Ethernet Service (expanding bandwidth for internet).

Mr. Myers stated that the City is expanding its internet bandwidth.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2012-0816

Title

Approve three (3) year agreement with Megagate for Metro Ethernet Service (expanding bandwidth for internet)

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Name Angie Sanford Date: 11-May-12
Business City of Hattiesburg
Address 200 Forrest St.
City St Zip Hattiesburg, MS 39401
Email: asanford@hattiesburgms.com
Phone: (601) 545-4565

Megagate Broadband Contact Information

Keith Mitchell
kmitchell@megagate.com
Phone: (601) 450-8880 Fax: (601) 450-2500

PROPOSAL for Metro Ethernet Service

Total Proposal Pricing Overview

Monthly Charge	\$ 1,400.00
Nonrecurring Charges	\$0.00
Contract Length (Months)	36
Note: Taxes & other fees may apply.	
Pricing valid for	30 days

Pricing Components

Description	Monthly	NRC
40 Meg Mtro Ethernet - 200 Forrest St.	\$ 1,400.00	

Notes

Early termination penalty is 100% of remaining contract.

Customer Premise Equipment (CPE) MUST be provided and managed by the customer. Customer is responsible for providing a Metro Ethernet capable IP router with dual Ethernet

Options