City of Hattiesburg, MS

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

Meeting Agenda

Tuesday, May 20, 2014

5:00 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 2014-1101

Adopt a Resolution designating the City of Hattiesburg voting delegates for voting in the 2014 Mississippi Municipal League election.

Attachments: Resolution-2014 MML voting delegates

executed Resolution-2014 MML voting delegates RES2014-109

VI.-2 2014-1126

Adopt a Resolution authorizing Requisition No. 8 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2013 Bond Requisition No. 8

Payment Summary Req 8

executed 2013 Bond Requisition No. 8 RES2014-110

VI.-3 2014-1133

Adopt a resolution to request that Mississippi Department of Transportation initiate the Hawkins Elementary School - Safe Routes to School project; Authorize Mayor to execute letter to MDOT requesting initiation of project.

Attachments: Hawkins Project Initiation Resolution

Seyfarth_InitiationLtr (3)

executed Hawkins Project Initiation Resolution RES2014-111

executed Initiation Request Letter- Hawkins

VI.-4 2014-1132

Adopt a resolution to request that Mississippi Department of Transportation initiate the Tuscan Avenue Sidewalk project; Authorize Mayor to execute letter to MDOT requesting initiation of project.

Attachments: Tuscan Project Initiation Resolution
Seyfarth_InitiationLtr (3)
executed Tuscan Project Initiation Resolution RES2014-112
executed Initiation Request Letter - Tuscan

VI.-5 2014-155

Adopt Resolution declaring surplus one (1) 2004 Crown Victoria (2FAFP73W84X135643) and one (1) Scag Rider Mower (S/N 7800085); authorize the donation of said items to the Town of Itta Bena.

Attachments: RESOLUTION SURPLUS EQUIP Donation
Equipment Donation Request Public Works
Equipment Donation Request Itta Bena
executed RESOLUTION SURPLUS EQUIP Donation RES2014-113

VI.-6 2014-1114

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1406 Cherry Street (Parcel #038G-15-216.00, PPIN #13713, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8: Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Attachments: May PC Minutes (DRAFT)
Staff Summary - William Carey (Rezoning and Use Permit (I))
Image Sheet - William Carey (IJ)
Ordinance - William Carey (I)
executed Ordinance - William Carey (I) ORD#3128

VI.-7 2014-1115

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1412 Cherry Street (Parcel #2-038G-15-221.00, PPIN #13715, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Attachments:
May PC Minutes (DRAFT)
Staff Summary - William Carey (Rezoning and Use Permit (J))
Image Sheet - William Carey (IJ)
Ordinance - William Carey (J)
executed Ordinance - William Carey (J) ORD#3129

VI.-8 2014-1111

APPROVE or DENY to Adopt Ordinances for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1506 Cherry Street (Parcel #038G-15-231.00, PPIN #13777, Ward 5), 1508 ½ Cherry Street (Parcel #038G-15-232.00, PPIN #13779, Ward 5) and an undeveloped lot along Shelton Avenue (Parcel #038H-15-171.00, PPIN #13776, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Attachments:
May PC Minutes (DRAFT)
Image Sheet - William Carey (CDE)
Staff Summary - William Carey (Rezoning and Use Permit (C))
Staff Summary - William Carey (Rezoning and Use Permit (D))
Staff Summary - William Carey (Rezoning and Use Permit (E))
Ordinance - William Carey (C)
Ordinance - William Carey (D)
Ordinance - William Carey (E)
executed Ordinance - William Carey (C) ORD#3130
executed Ordinance - William Carey (D) ORD#3131
executed Ordinance - William Carey (E) ORD#3132

VI.-9 2014-1112

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 609 Shelton Avenue (Parcel #038G-15-237.00, PPIN #13785, Ward 5), 611 Shelton Ave (Parcel #038G-15-235.00, PPIN #13787, Ward 5) and 311 County Drive (Parcel #038G-15-236.00, PPIN #13786, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesbur Planning Commission recommended to APPROVE on May 7, 2014.

Attachments:
- May PC Minutes (DRAFT)
- Image Sheet - William Carey (FGH)
- Staff Summary - William Carey (Rezoning and Use Permit (F))
- Staff Summary - William Carey (Rezoning and Use Permit (G))
- Staff Summary - William Carey (Rezoning and Use Permit (H))
- Ordinance - William Carey (F)
- Ordinance - William Carey (G)
- Ordinance - William Carey (H)
- executed Ordinance - William Carey (F) ORD#3133
- executed Ordinance - William Carey (G) ORD#3134
- executed Ordinance - William Carey (H) ORD#3135

VI.-10 2014-1109

APPROVE OR DENY the petition filed by John Anglin, Petitioner, on behalf of Turtle Creek Development, LLC, Owner, to request a variance from Section 89.04.29 (Off-Street Parking requirements) which states that two (2) parking spaces for each dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit, for properties located at 75 Cross Creek Parkway (Parcel #051M-11-011.00, PPIN #7622, Ward 3). The subject property is zoned R-3 (Multi-Family Residential) District; Hattiesburg Planning Commission recommened to APPROVE on May 7, 2014.

Attachments:
- May PC Minutes (DRAFT)
- Staff Summary - Turtle Creek Development (Parking Variance)
- Image Sheet - Turtle Creek Development

VI.-11 2014-1110

APPROVE or DENY the petition filed by Darlene Thomas, of Image Signs, Petitioner, on behalf of Ephesus Seventh Day Adventist Church, Owner, to request variances from Article 5, Section 95.07 (2C) and (2D), and which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet, that the sign may not be internally illuminated and instead allow internal illumination, and the height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet, for a certain property located at 500 Helveston Road (Parcels #0385-21-009.00, PPIN #27423, Ward 5). The subject property is zoned R-1A (Single-Family Residential) District; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Attachments: May PC Minutes (DRAFT)
Image Sheet - Ephesus Church
Staff Summary - Ephesus Church (Sign Variance)

VI.-12 2014-1129

Approve letter agreement for professional services with Neel-Schaffer, Inc. for engineering services related to the Tuscan Avenue sidewalk project; Authorize Mayor to execute in duplicate.

Attachments: NS Agreement-Tuscan
executed NS Agreement-Tuscan

VI.-13 2014-1128

Approve letter agreement for professional services with Neel-Schaffer, Inc. for engineering services related to the Hawkins Elementary - Safe Routes to School project; Authorize Mayor to execute in duplicate.

Attachments: NS Agreement-Hawkins
executed NS Agreement-Hawkins

VI.-14 2014-1127

Approve change order entitled Supplemental Agreement No. 1 - Final with Myers Underground Utilities, LLC. for the McCall Street Drainage Rehabilitation Project for a total increase of the construction contract in the amount of $8,368.00; Authorize Mayor to execute said agreement in triplicate; Authorize issuance of manual check in payment of Final Invoice.

Attachments: Supplemental Agreement No 1
executed Supplemental Agreement No 1

VI.-15 2014-1125

Approve Public Service Grant Award to May-Hinton Lodge #540 in an amount not to exceed $10,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Attachments: Public Service - May-Hinton Lodge Back to School Supplies

May-Hinton Lodge - Back to School event

Executed Public Service - May-Hinton Lodge Back to School Supplies

VI.-16 2014-1103

Approve Public Service Grant Award to Breakthrough Community Services in an amount not to exceed $15,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Attachments: Public Service - Breakthrough Community Services - Utility Assistance Program

Breakthrough Community Services - Utility Assistance Program

Executed Public Service - Breakthrough Community Services - Utility Assistanc

VI.-17 2014-1124

Approve Public Service Grant Award to Domestic Abuse Family Shelter in an amount not to exceed $15,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Attachments: Public Service - Domestic Abuse Family Shelter

Domestic Abuse Family Shelter

ExecutedPublic Service - Domestic Abuse Family Shelter

VI.-18 2014-1138

Authorize the Mayor to sign a Subordination Agreement allowing for the refinance of a mortgage on a property that is within the affordability period associated with a Down Payment Assistance award.

Attachments: Subordination Agreement - 103 Landon Lane - Elizabeth Hall - 5-20-2014

executed Subordination Agreement - 103 Landon Lane - Elizabeth Hall - 5-20-2

VI.-19 2014-1139

Authorize Mayor to execute in triplicate Budget Modification No. 9 for KCDBG Grant #R-110-205-02-GZ on the James Street Water Plant project to extend the contract date to August 30, 2014 to allow for closeout and final monitoring, and to increase Local/Private funds by $19,750.70.

Attachments: Hattiesburg 02-GZ #9 - Budget Modification

executed Hattiesburg 02-GZ #9 - Budget Modification

VII. ROUTINE AGENDA

VII.-1 2014-1098

Authorize the Mayor to renew User License Agreement for GIS Department for 12 months.

Attachments: ERSI Invoice 420142_0248

VII.-2 2014-1119

Authorize Mayor to renew Maintenance Contract between The City of Hattiesburg and MCCi for support for Laserfiche Software from April 6, 2014 - April 5, 2015.

Attachments: Laserfiche Invoice, 2014-2015 support

VII.-3 2014-1100

Authorize submittal of TIGER 2014 grant for Twin Forks project. (nunc pro tunc)

Attachments: Appendix A
Appendix B
Appendix C
Appendix D
Appendix E
Appendix F
Narrative
oppDTOS59-14-RA-TIGER6-cfda20.933-cidTIGER6-FY14

VII.-4 2014-1137

Acknowledge receipt of monthly budget report for the month ending April 30, 2014, on permanent file in the City Clerk's office.

Attachments: Copy of All Expenditures APRIL 2014
Copy of All Revenues APRIL 2014

VII.-5 2014-1108

Acknowledge receipt of Privilege License report for the month of April 2014 from the Tax Department, as per recommendation.

Attachments: New Licenses-April 2014
Renewal for April 2014
Memo License 2014

VII.-6 2014-1123

Acknowledge submission of Certifications and Assurances for the City of Hattiesburg Hub City Transit to the U.S. Department of Transportation Federal transit Administration (FTA) 49.U.S.C. 5307 for Fiscal Year 2014 (nunc pro tunc) (FTA)

Attachments: 2014 Certs and Assurances

VII.-7 2014-1121

Acknowledge receipt of unadvertised bids for 4th Street Medical Clinic Doors and accept the bid of Economy Supply in the amount of $2,043.00 as the lowest bid received.(Unadvertised bids for Construction Project)

Attachments: 05-20-Accept 4th St Clinic Doors-Economy (Two Quote)

VII.-8 2014-1122

Acknowledge bid received on May 1, 2014 from Southern Industrial Supply for Water Term Bid #28-Replacement Parts for Aerators and Reject the bid due to not meeting the City's advertised specifications per attached email from Arnold Landrum; Approve Specifications and Authorize Publication of Advertisement for Water Term Bid #28-Replacement Parts for Aerators.

Attachments: 05-20-Reject and Re-ad Water Term Bid 28

executed 05-20-Reject and Re-ad Water Term Bid 28

VII.-9 2014-1134

Acknowledge Bids received May 8, 2014 for Two Truck Mounted 20 Cubic Yard Rear Loader Refuse Collection Trucks and accept the bid from Empire Truck Sales as the lowest and best received that meets the City's advertised specifications per attached memorandum from Larry Barnes, Public Works Director

Attachments: 05-20-Accept Rear Loader

05-20-Ingram Rear Loader

05-20-Tri State Rear Loader

05-20-Truck Equipment Sales Rear Loader

executed 05-20-Accept Rear Loader

VII.-10 2014-1135

Acknowledge Bids received May 8, 2014 for Ten Automated Side Loader Refuse Collection Trucks and accept the bid from Sansom Equipment as the lowest and best received that meets the City's advertised specifications per attached memorandum from Larry Barnes, Public Works Director

Attachments: 05-20-Accept Side Loader
05-20-Ingram Side Loader
05-20-Tri State Side Loader
05-20-Truck Equipment Sales Side Loader
05-20-Waters Side Loader
executed 05-20-Accept Side Loader

VII.-11 2014-1099

Approve the sale of grave spaces, per attached memo.

Attachments: April 2014 CEmetery Deeds
April 2014 Grave receipts
executed April 2014 Cemetery Deeds

VII.-12 2014-1120

Acknowledge proof of publications for the month of April 2014.

Attachments: Proof of publications April 2014

VII.-13 2014-1131

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

Attachments: MEMORANDUM-Manual Checks-HOME

VII.-14 2014-1130

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

Attachments: MEMORANDUM-Manual Checks-CDBG

VII.-15 2014-1136

Approve claims docket for the period ending May 16, 2014.

Attachments: Copy of DOCKET 14 05-16

City of Hattiesburg, MS

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

Master

File Number: 2014-1101

File ID:	2014-1101	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/07/2014
Brief Title:	MML voting delegates			**Final Action:**	05/20/2014
				Minute Book Number:	MB2014-137

Title:
Adopt a Resolution designating the City of Hattiesburg voting delegates for voting in the 2014 Mississippi Municipal League election.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution-2014 MML voting delegates, executed
Resolution-2014 MML voting delegates
RES2014-109

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to Adopt a Resolution designating the City of Hattiesburg voting delegates for voting in the 2014 Mississippi Municipal League election.

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

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

Nays: 0

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

ΓEL-No Vote: 0

Text of Legislative File 2014-1101

Title

Adopt a Resolution designating the City of Hattiesburg voting delegates for voting in the

2014 Mississippi Municipal League election.

Summary

Voting delegates.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION
RESOLUTION APPOINTING
MISSISSIPPI MUNICIPAL LEAGUE
2014 VOTING DELEGATES
FOR THE CITY OF HATTIESBURG

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a second vice president and to vote on any proposed bylaw changes; and

WHEREAS, the amended bylaws require the governing authority board(Alderman, City Council, City Commission) to designate in its minutes the voting delegate and two alternates to cast the vote for each member municipality.

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

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2014 Mississippi Municipal League election to be held at the annual convention on June 23- June 25,2014 are as follows:

Voting Delegate: Johnny L. DuPree, Mayor
First Alternate: Kim Bradley, City Council member, Ward 1
Second Alternate: Henry Naylor, City Council member, Ward 5

The foregoing resolution having been reduced to writing, the same was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following vote, to wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 20th day of May, A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 20th day of May, A.D., 2014.

ATTEST:

CITY CLERK

ADOPTED:

MAYOR

RESOLUTION
RESOLUTION APPOINTING
MISSISSIPPI MUNICIPAL LEAGUE
2014 VOTING DELEGATES
FOR THE CITY OF HATTIESBURG

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a second vice president and to vote on any proposed bylaw changes; and

WHEREAS, the amended bylaws require the governing authority board(Alderman, City Council, City Commission) to designate in its minutes the voting delegate and two alternates to cast the vote for each member municipality.

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

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2014 Mississippi Municipal League election to be held at the annual convention on June 23- June 25,2014 are as follows:

Voting Delegate: Johnny L. DuPree, Mayor
First Alternate: Kim Bradley, City Council member, Ward 1
Second Alternate: Henry Naylor, City Council member, Ward 5

The foregoing resolution having been reduced to writing, the same was introduced by Councilman Dryden, seconded by Councilman Delgado, and was adopted by the following vote, to wit:

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, on this the 20th day of May, A.D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 20th day of May, A.D., 2014.

ATTEST:

Connie Everett (DC)
CITY CLERK

ADOPTED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1126

File ID: 2014-1126 **Type:** Resolution **Status:** Passed

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

File Created: 05/13/2014

Brief Title: Project Resolution Requisition No. 8 - 2013 Bonds **Final Action:** 05/20/2014

Minute Book Number: MB2014-137

Title:

Adopt a Resolution authorizing Requisition No. 8 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors: **Enactment Date:**

Attachments: 2013 Bond Requisition No. 8, Payment Summary
Req 8, executed 2013 Bond Requisition No. 8
RES2014-110

Enactment Number:

Contact: **Meeting Date:** 05/20/2014

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt a Resolution authorizing Requisition No. 8 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2014-1126

Title

Adopt a Resolution authorizing Requisition No. 8 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Project Resolution Requisition No. 8 - 2013 Bonds

Budget Information

Expenditure Type

Purchasing Item

Publication Information

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 8 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2013. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 8 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 8 from the Project Fund Construction Account under the Loan in the total aggregate amount of $161,162.12 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 8 from the Project Fund Construction Account under the Loan in the total aggregate amount of One Hundred Sixty-One Thousand One Hundred Sixty-Two & 12/100 dollars ($161,162.12) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 8 in the total aggregate amount of One Hundred Sixty-One Thousand One Hundred Sixty-Two & 12/100 dollars ($161,162.12) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of May, 2014.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of May, 2014.

_____ _____
CITY CLERK MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: **8**

DATE OF REQUISITION: **5/20/2014**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	Jay Bearden Construction, Inc. P O Box 180428 Richland, MS 39218	105695.7220.01	$ 82,262.61	Pay App No. 9	Construction on COMSWIP Sewer Phase III for period 1/11/14 - 5/12/14. MB 2012-1/387
2.	Hensley R. Lee Contracting Inc. 311 Acorn St Picayune, MS 39466	105695.7220.50	$ 60,437.01	Pay App No. 13	Construction on COMSWIP Sewer Phase II for period 3/1/14 - 4/30/14 MB 2012-1/422
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.49	$ 3,230.00	18002	Sewer Improvements Ph I Period: 3/23/14 - 4/26/14 MB 2011-4/89-110
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.50	$ 3,442.50	18003	Sewer Improvements Ph II Period: 3/23/14 - 4/26/14 MB 2011-4/89-110
5.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.03	$ 640.00	18004	Hwy 98 Booster Station Period: 3/23/14 - 4/26/14 MB 2011-4/89-110

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
6.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.04	$ 1,575.00	18005	Hwy 98 Elevated Water Tank Period: 3/23/14 - 4/26/14 MB 2011-4/89-110
7.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.51	$ 1,807.50	18006	Water Improvements Ph II Period: 3/23/14 - 4/26/14 MB 2011-4/89-110
8.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.52	$ 5,142.50	18007	Water Improvements Ph III Period: 3/23/14 - 4/26/14 MB 2011-4/89-110
9.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.53	$ 2,625.00	18008	Water Improvements Ph IV Period: 3/23/14 - 4/26/14 MB 2011-4/89-110
			$ 161,162.12		

sdw

Engineering Progress

May 13, 2014

Mayor Johnny L. Dupree, Ph. D.
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-898

Re: **Sewer Phase 3 – ComSWIP**
City of Hattiesburg

Mayor:

Enclosed please find Pay Estimate No. 9 in the amount of $82,262.61 for the above referenced project.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

cc: Terry Jackson
Jay Bearden Construction, Inc.

105695.7220.01
MB 2012-1/387

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

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

Date: 5-13-2014

Project: Comprehensive Sewer Improvements Phase III
City of Hattiesburg
Contractor: Jay Bearden Construction, Inc.
P.O. Box 180428 Richland, MS 39218
Pay Estimate No.: Nine(9)

Pay Period: 1/11/2014 - 5/12/2014

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
						CONTRACT TOTAL:	$1,632,964.92
	SITE 5 - MOBILE STREET AREA						$997,286.01
1	8" SDR 26 PVC Sewer Pipe (0'-6')	1,298		1192.00	Lin. Ft.	$ 36.63	$ 43,662.96
2	8" SDR 26 PVC Sewer Pipe (6'-8')	1,215		1349.00	Lin. Ft.	$ 43.53	$ 58,721.97
3	8" SDR 26 PVC Sewer Pipe (8'-10')	683		769.00	Lin. Ft.	$ 50.43	$ 38,780.67
4	8" SDR 26 PVC Sewer Pipe (10'-12')	200		237.00	Lin. Ft.	$ 57.33	$ 13,587.21
5	15" SDR 26 PVC Sewer Pipe (6'-8')	533		538.00	Lin. Ft.	$ 55.90	$ 30,074.20
6	15" SDR 26 PVC Sewer Pipe (8'-10')	676		659.00	Lin. Ft.	$ 62.80	$ 41,385.20
7	15" SDR 26 PVC Sewer Pipe (10'-12')	488		773.00	Lin. Ft.	$ 69.70	$ 53,878.10
8	15" SDR 26 PVC Sewer Pipe (12'-14')	601		324.00	Lin. Ft.	$ 76.60	$ 24,818.40
9	Abandonement of Existing Sewer Line	5,478		5461.40	Lin. Ft.	$ 4.00	$ 21,845.60
10	48" Precast Concrete Sewer Manhole (0'-6')	7		7.00	Each	$ 1,737.11	$ 12,159.77
11	48" Precast Concrete Sewer Manhole (6'-8')	4		3.00	Each	$ 2,124.66	$ 6,373.98
12	48" Precast Concrete Sewer Manhole (8'-10')	2		2.00	Each	$ 2,512.20	$ 5,024.40
13	60" Precast Concrete Sewer Manhole (6'-8')	2		2.00	Each	$ 4,138.00	$ 8,276.00
14	60" Precast Concrete Sewer Manhole (8'-10')	3		3.00	Each	$ 4,874.00	$ 14,622.00
15	60" Precast Concrete Sewer Manhole (10'-12')	3		3.00	Each	$ 5,611.00	$ 16,833.00
16	60" Precast Concrete Sewer Manhole (12'-14')	2		3.00	Each	$ 6,347.00	$ 19,041.00
17	Demolition and Removal of Existing Manhole	2		3.00	Each	$ 1,000.00	$ 3,000.00
18	Abandonement of Existing Manhole	20		17.00	Each	$ 1,000.00	$ 17,000.00
19	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	216		166.35	Lin. Ft.	$ 10.52	$ 1,750.00
20	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,884		1254.00	Lin. Ft.	$ 14.37	$ 18,019.98
21	8"x8"x6" PVC Tee	42		33.00	Each	$ 161.00	$ 5,313.00
22	15"x15"x6" PVC Tee	17		13.00	Each	$ 393.00	$ 5,109.00
23	6" PVC Cleanout	56		45.00	Each	$ 202.00	$ 9,090.00
24	Crushed Aggregate (Size 825)	2,629		3571.65	Ton	$ 49.50	$ 176,796.68
25	Select Fill Material (Class 9, Group C), LVM	8,060		6234.50	Cu. Yd.	$ 8.00	$ 49,876.00
26	Concrete Pavement Repair (All Depths)	137		120.00	Sq. Yd.	$ 65.00	$ 7,800.00
27	Asphalt Pavement Repair (All Depths)	5,832		5832.00	Sq. Yd.	$ 32.45	$ 189,248.40
28	Concrete Curb & Gutter (Match Existing Type)	145		88.00	Lin. Ft.	$ 20.00	$ 1,760.00
29	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	428		48.00	Lin. Ft.	$ 15.00	$ 720.00
30	10" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			Lin. Ft.	$ 29.25	$ -
31	12" Reinforced Concrete Pipe, Class III, Rubber Gaskets	90		32.00	Lin. Ft.	$ 29.25	$ 936.00
32	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	178		38.00	Lin. Ft.	$ 33.50	$ 1,273.00
33	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			Lin. Ft.	$ 37.50	$ -
34	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			Lin. Ft.	$ 51.50	$ -
35	22"x13" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	32			Lin. Ft.	$ 57.50	$ -
36	29"x18" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	64			Lin. Ft.	$ 64.50	$ -
37	36"x23" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	12		12.00	Lin. Ft.	$ 90.61	$ 1,087.32
38	Class "B" Concrete, Minor Structures	10		2.00	Cu. Yd.	$ 1,200.00	$ 2,400.00
39	Grassing	1		90%	L.S.	$ 5,000.00	$ 4,500.00
40	Erosion Control	1		50%	L.S.	$ 10,000.00	$ 5,000.00
41	Mobilization	1		100%	L.S.	$ 54,000.00	$ 54,000.00
42	Maintenance of Traffic	1		100%	L.S.	$ 20,000.00	$ 20,000.00
						subtotal	$ 983,763.84

	SITE 7 - EAST 8TH STREET						**$430,573.91**
43	8" SDR 26 PVC Sewer Pipe (0'-6')	40		57.00	Lin. Ft.	$ 36.63	$ 2,087.91
44	8" SDR 26 PVC Sewer Pipe (6'-8')	44		436.00	Lin. Ft.	$ 43.53	$ 18,979.08
45	8" SDR 26 PVC Sewer Pipe (8'-10')	841		854.00	Lin. Ft.	$ 50.43	$ 43,067.22
46	8" SDR 26 PVC Sewer Pipe (10'-12')	927		894.00	Lin. Ft.	$ 57.33	$ 51,253.02
47	Abandonement of Existing Sewer Line	2,305		2240.00	Lin. Ft.	$ 4.00	$ 8,960.00
48	48" Precast Concrete Sewer Manhole (0'-6')	2		1.00	Each	$ 1,737.11	$ 1,737.11
49	48" Precast Concrete Sewer Manhole (6'-8')	3		5.00	Each	$ 2,124.66	$ 10,623.30
50	48" Precast Concrete Sewer Manhole (8'-10')	4		4.00	Each	$ 2,512.20	$ 10,048.80
51	48" Precast Concrete Sewer Manhole (10'-12')	3		5.00	Each	$ 2,900.00	$ 14,500.00
52	Drop Manhole Assembly (All Depths)	1			Each	$ 1,500.00	$ -
53	Demolition and Removal of Existing Manhole	2		4.00	Each	$ 1,200.00	$ 4,800.00
54	Abandonement of Existing Manhole	10		8.00	Each	$ 1,000.00	$ 8,000.00
55	Abandonement of Existing Pump Station	1		1.00	L.S.	$ 15,000.00	$ 15,000.00
56	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	144			Lin. Ft.	$ 10.50	$ -
57	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,062		737.00	Lin. Ft.	$ 14.50	$ 10,686.50
58	8"x8"x6" PVC Tee	36		31.00	Each	$ 161.00	$ 4,991.00
59	6" PVC Cleanout	36		34.00	Each	$ 202.00	$ 6,868.00
60	Crushed Aggregate (Size 825)	1,001		833.73	Ton	$ 49.50	$ 41,269.64
61	Select Fill Material (Class 9, Group C), LVM	3,068		1952.50	Cu. Yd.	$ 8.00	$ 15,620.00
62	Concrete Pavement Repair (All Depths)	9		103.28	Sq. Yd.	$ 112.00	$ 11,567.36
63	Asphalt Pavement Repair (All Depths)	2,263		2263.00	Sq. Yd.	$ 32.45	$ 73,434.35
64	Concrete Curb & Gutter (Match Existing Type)	95		234.00	Lin. Ft.	$ 25.00	$ 5,850.00
65	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	64			Lin. Ft.	$ 15.00	$ -
66	29"x18" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	32		32.00	Lin. Ft.	$ 64.50	$ 2,064.00
67	End Section, Class III	1		1.00	Each	$ 1,006.00	$ 1,006.00
68	Class "B" Concrete, Minor Structures	1			Cu. Yd.	$ 2,000.00	$ -
69	Grassing	1		100%	L.S.	$ 5,000.00	$ 5,000.00
70	Erosion Control	1		100%	L.S.	$ 10,000.00	$ 10,000.00
71	Mobilization	1		100%	L.S.	$ 43,000.00	$ 43,000.00
72	Maintenance of Traffic	1		100%	L.S.	$ 20,000.00	$ 20,000.00
						subtotal	$ 440,413.29
	SITE 8 - BORE UNDER NS RAILROAD AT EAST 4TH STREET						**$205,105.00**
73	21" DI Sewer Pipe (0'-6')	24		24.00	Lin. Ft.	$ 145.00	$ 3,480.00
74	24" DI Sewer Pipe (0'-6')	246		245.00	Lin. Ft.	$ 145.00	$ 35,525.00
75	36" Steel Casing (0.50" WT) (Bored) (Incl: Insurance Bond for Railways)	140		200.00	Lin. Ft.	$ 532.00	$ 106,400.00
76	Abandonement of Existing Sewer Line	250		250.00	Lin. Ft.	$ 10.00	$ 2,500.00
77	72" Precast Concrete Sewer Manhole (6'-8')	1		4.00	Each	$ 6,205.00	$ 24,820.00
78	72" Precast Concrete Sewer Manhole (8'-10')	2		2.00	Each	$ 6,550.00	$ 13,100.00
79	Abandonement of Existing Manhole	1		2.00	Each	$ 1,000.00	$ 2,000.00
80	Clearing and Grubbing	1		100%	L.S.	$ 10,000.00	$ 10,000.00
81	Grouted RipRap (Size 300) w/ Geotextile Fabric	30		30.00	Sq. Yd.	$ 125.00	$ 3,750.00
82	Grassing	1		90%	L.S.	$ 5,000.00	$ 4,500.00
83	Erosion Control	1		70%	L.S.	$ 10,000.00	$ 7,000.00
84	Mobilization	1		100%	L.S.	$ 8,000.00	$ 8,000.00
						subtotal	$ 221,075.00

Percent Complete: 101%
Time Elapsed to date:

Total Earned - Regular Work	$ 1,645,252.12
Less 5% Retainage	$ 82,262.61
Stored Materials	
Total Due - Regular Work	$ 1,562,989.52
Less Previous Payments	
Net Amount Due This Estimate	$ 1,562,989.52
Less Deductions	$ 1,480,726.91
Net Payment Due	$ 82,262.61

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

sdw

Engineering Progress

May 12, 2014

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

Attn: Mayor Johnny L. Dupree, Ph. D.

Re: Sewer Phase 2 - ComSWIP
City of Hattiesburg

Dear Mayor Dupree,

Enclosed please find Pay Estimate No. 13 in the amount of $60,437.01 for the above referenced project.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

enclosure

cc: Steve Tingle
Hensley R. Lee Contracting

105695.7220.50
MB 2012-1/422

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

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

Date: 5-9-2014

Project: Comprehensive Sewer Improvements Phase II
City of Hattiesburg
Contractor: Hensley R. Lee Contracting Inc.
311 Acorn St. Picayune, MS 39466
Pay Estimate No.: Thirteen (13)

Pay Period: 3-1-2014 to 4-30-2014

Item No.	Item Description	Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
							$1,485,051.50
	SITE 2 - CORRINE STREET						**$334,348.00**
1	8" SDR 26 PVC Sewer Pipe (6'-8')	614		608.00	LF	$ 26.00	$ 15,808.00
2	8" SDR 26 PVC Sewer Pipe (8'-10')	12		3.00	LF	$ 28.00	$ 84.00
3	10" SDR 26 PVC Sewer Pipe (6'-8')	80		37.00	LF	$ 28.00	$ 1,036.00
4	10" SDR 26 PVC Sewer Pipe (8'-10')	308		337.00	LF	$ 31.00	$ 10,447.00
5	10" SDR 26 PVC Sewer Pipe (10'-12')	298		221.00	LF	$ 35.00	$ 7,735.00
6	10" SDR 26 PVC Sewer Pipe (12'-14')	259		351.00	LF	$ 41.00	$ 14,391.00
7	12" SDR 26 PVC Sewer Pipe (0'-6')	474		369.00	LF	$ 28.00	$ 10,332.00
8	12" SDR 26 PVC Sewer Pipe (6'-8')	90		125.00	LF	$ 32.00	$ 4,000.00
9	10" DR 11 HDPE Sewer Pipe (Directional Bore)(All Depths)	521		521.00	LF	$ 150.00	$ 78,150.00
10	48" Precast Concrete Sewer Manhole (0'-6')	1		1.00	EA	$ 1,700.00	$ 1,700.00
11	48" Precast Concrete Sewer Manhole (6'-8')	4		3.00	EA	$ 1,900.00	$ 5,700.00
12	48" Precast Concrete Sewer Manhole (8'-10')	2		2.00	EA	$ 2,200.00	$ 4,400.00
13	48" Precast Concrete Sewer Manhole (10'-12')	1		1.00	EA	$ 2,700.00	$ 2,700.00
14	48" Precast Concrete Sewer Manhole (12'-14')	2		1.00	EA	$ 3,000.00	$ 3,000.00
15	60" Precast Concrete Sewer Manhole (0'-6')	1		1.00	EA	$ 3,200.00	$ 3,200.00
16	Drop Manhole Assembly (All Depths)	6		1.00	EA	$ 800.00	$ 800.00
17	Demolition and Removal of Existing Manhole	10		7.00	EA	$ 500.00	$ 3,500.00
18	Demolition and Removal of Existing Grinder Station	1		1.00	LS	$ 1,000.00	$ 1,000.00
19	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	805		1096.50	LF	$ 12.00	$ 13,158.00
20	8"x8"x6" PVC Tee	5		9.00	EA	$ 175.00	$ 1,575.00
21	10"x10"x6" PVC Tee	9		16.00	EA	$ 230.00	$ 3,680.00
22	12"x12"x6" PVC Tee	3		6.00	EA	$ 275.00	$ 1,650.00
23	6" PVC Cleanout	12		28.00	EA	$ 310.00	$ 8,680.00
24	Crushed Aggregate (Size 825)	735		595.88	Ton	$ 35.00	$ 20,855.80
25	Select Fill Material (Class 9, Group C), LVM	2,251		3824.55	CY	$ 12.00	$ 45,894.60
26	Concrete Pavement Repair (All Depths)	10		24.90	SY	$ 30.00	$ 747.00
27	Asphalt Pavement Repair (All Depths)	1,670		4013.555	SY	$ 22.00	$ 88,298.21
28	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	328		41.00	LF	$ 8.00	$ 328.00
29	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			LF	$ 32.00	$ -
30	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	96		8.00	LF	$ 34.00	$ 272.00

31	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	160		33.00	LF	$ 42.00	$ 1,386.00
32	30" Reinforced Concrete Pipe, Class III, Rubber Gaskets	40			LF	$ 55.00	$ -
33	Class "B" Concrete, Minor Structures	7			CY	$ 250.00	$ -
34	Grassing	1		100%	LS	$ 2,500.00	$ 2,500.00
35	Erosion Control	1		50%	LS	$ 2,500.00	$ 1,250.00
36	Mobilization	1		100%	LS	$ 15,000.00	$ 15,000.00
37	Maintenance of Traffic	1		100%	LS	$ 10,000.00	$ 10,000.00
						subtotal	$ 383,257.61

	SITE 3 - COUNTY ROAD						$217,315.00
38	8" SDR 26 PVC Sewer Pipe (0'-6')	70		94.00	LF	$ 23.00	$ 2,162.00
39	8" SDR 26 PVC Sewer Pipe (6'-8')	577		514.00	LF	$ 24.00	$ 12,336.00
40	8" SDR 26 PVC Sewer Pipe (8'-10')	281		267.00	LF	$ 26.00	$ 6,942.00
41	8" SDR 26 PVC Sewer Pipe (10'-12')	345		478.00	LF	$ 30.00	$ 14,340.00
42	8" SDR 26 PVC Sewer Pipe (12'-14')	365		240.00	LF	$ 36.00	$ 8,640.00
43	8" SDR 26 PVC Sewer Pipe (14'-16')	161		158.00	L.F.	$ 43.00	$ 6,794.00
44	48" Precast Concrete Sewer Manhole (0'-6')	1		1.00	EA	$ 1,500.00	$ 1,500.00
45	48" Precast Concrete Sewer Manhole (6'-8')	2		2.00	EA	$ 1,800.00	$ 3,600.00
46	48" Precast Concrete Sewer Manhole (8'-10')	1		1.00	EA	$ 2,100.00	$ 2,100.00
47	48" Precast Concrete Sewer Manhole (10'-12')	1		1.00	EA	$ 2,500.00	$ 2,500.00
48	48" Precast Concrete Sewer Manhole (14'-16')	1		1.00	EA	$ 2,800.00	$ 2,800.00
49	Drop Manhole Assembly (All Depths)	2		2.00	EA	$ 800.00	$ 1,600.00
50	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	610		546.00	LF	$ 11.00	$ 6,006.00
51	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	456		536.00	LF	$ 12.00	$ 6,432.00
52	8"x8"x6" PVC Tee	22		22.00	EA	$ 175.00	$ 3,850.00
53	6" PVC Cleanout	22		27.00	EA	$ 310.00	$ 8,370.00
54	Crushed Aggregate (Size 825)	802		789.94	Ton	$ 35.00	$ 27,647.90
55	Select Fill Material (Class 9, Group C), LVM	2,457		961.50	CY	$ 12.00	$ 11,538.00
56	Concrete Pavement Repair (All Depths)	0			SY	$ 30.00	$ -
57	Asphalt Pavement Repair (All Depths)	1,820		1838.06	SY	$ 22.00	$ 40,437.32
58	Demolition and Removal of Concrete Headwall	1		1.00	EA	$ 750.00	$ 750.00
59	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	92		68.00	LF	$ 8.00	$ 544.00
60	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	68		64.00	LF	$ 32.00	$ 2,048.00
61	18"x11" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	24			LF	$ 20.00	$ -
62	15" Reinforced Concrete Pipe, Flared End Section, Class III	1		1.00	EA	$ 200.00	$ 200.00
63	Class "B" Concrete, Minor Structures	1			CY	$ 250.00	$ -
64	Grassing	1		100%	LS	$ 2,500.00	$ 2,500.00
65	Temporary Erosion Control	1		50%	LS	$ 2,500.00	$ 1,250.00
66	Mobilization	1		100%	LS	$ 15,000.00	$ 15,000.00
67	Maintenance of Traffic	1		100%	LS	$ 5,000.00	$ 5,000.00
						subtotal	$ 196,887.22

	SITE 4 - WEATHERSBY ROAD						$154,249.00
68	6" PVC Sewer Pipe Force Main (All Depths)	10		10.00	LF	$ 8.00	$ 80.00
69	8" SDR 26 PVC Sewer Pipe (0'-6')	40		27.00	LF	$ 23.00	$ 621.00
70	8" SDR 26 PVC Sewer Pipe (6'-8')	40		17.00	LF	$ 24.00	$ 408.00
71	8" SDR 26 PVC Sewer Pipe (8'-10')	90		85.00	LF	$ 26.00	$ 2,210.00
72	8" SDR 26 PVC Sewer Pipe (10'-12')	130		37.00	LF	$ 30.00	$ 1,110.00
73	8" SDR 26 PVC Sewer Pipe (12'-14')	280		436.00	LF	$ 36.00	$ 15,696.00
74	8" SDR 26 PVC Sewer Pipe (14'-16')	220		259.00	LF	$ 43.00	$ 11,137.00
75	15" SDR 26 PVC Sewer Pipe (0'-6')	60			LF	$ 23.00	$ -
76	15" SDR 26 PVC Sewer Pipe (6'-8')	0			LF	$ 37.00	$ -
77	15" SDR 26 PVC Sewer Pipe (8'-10')	5		36.00	LF	$ 38.00	$ 1,368.00
78	15" SDR 26 PVC Sewer Pipe (10'-12')	21		47.00	LF	$ 42.00	$ 1,974.00
79	15" SDR 26 PVC Sewer Pipe (12'-14')	120		47.00	LF	$ 48.00	$ 2,256.00
80	15" SDR 26 PVC Sewer Pipe (14'-16')	110		116.00	LF	$ 55.00	$ 6,380.00
81	8" Ductile Iron Sewer Pipe (0'-6')	161		108.00	LF	$ 55.00	$ 5,940.00
82	24" Steel Casing (0.25" WT) (Bored)	60		23.684	LF	$ 190.00	$ 4,499.96
83	Abandonement of Existing Sewer Line	250		246.00	LF	$ 4.00	$ 984.00
84	48" Precast Concrete Sewer Manhole (0'-6')	1		1.00	EA	$ 1,500.00	$ 1,500.00
85	48" Precast Concrete Sewer Manhole (6'-8')	1		1.00	EA	$ 1,800.00	$ 1,800.00
86	48" Precast Concrete Sewer Manhole (8'-10')	0			EA	$ 2,100.00	$ -
87	48" Precast Concrete Sewer Manhole (10'-12')	1			EA	$ 2,500.00	$ -
88	48" Precast Concrete Sewer Manhole (12'-14')	1		2.00	EA	$ 2,800.00	$ 5,600.00
89	60" Precast Concrete Sewer Manhole (12'-14')	1			EA	$ 6,000.00	$ -
90	60" Precast Concrete Sewer Manhole (14'-16')	1		2.00	EA	$ 7,200.00	$ 14,400.00
91	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	92		161.00	LF	$ 12.00	$ 1,932.00
92	8"x8"x6" PVC Tee	3		4.00	EA	$ 175.00	$ 700.00
93	6" PVC Cleanout	4		5.00	EA	$ 310.00	$ 1,550.00
94	Crushed Aggregate (Size 825)	185		206.939	Ton	$ 35.00	$ 7,242.87
95	Select Fill Material (Class 9, Group C), LVM	565		587.50	CU	$ 12.00	$ 7,050.00
96	Concrete Pavement Repair (All Depths)	268			SY	$ 30.00	$ -
97	Asphalt Pavement Repair (All Depths)	148		71.52	SY	$ 22.00	$ 1,573.44
98	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	8			LF	$ 34.00	$ -
99	Class "B" Concrete, Minor Structures	2			CY	$ 250.00	$ -
100	Modular Block Retaining Wall	240			SF	$ 25.00	$ -
101	Grassing	1			LS	$ 2,500.00	$ -
102	Temporary Erosion Control	1		50%	LS	$ 2,500.00	$ 1,250.00
103	Mobilization	1		100%	LS	$ 15,000.00	$ 15,000.00
104	Maintenance of Traffic	1		100%	LS	$ 15,000.00	$ 15,000.00
						subtotal	$ 129,262.27

	SITE 6 - COUNTRY CLUB ROAD						$625,957.50
105	6" SDR 26 PVC Sewer Pipe (6'-8')	11		11.00	LF	$ 15.00	$ 165.00
106	8" SDR 26 PVC Sewer Pipe (0'-6')	934		1115.50	LF	$ 23.00	$ 25,656.50
107	8" SDR 26 PVC Sewer Pipe (6'-8')	1,674		1616.00	LF	$ 24.00	$ 38,784.00
108	8" SDR 26 PVC Sewer Pipe (8'-10')	721		587.00	LF	$ 26.00	$ 15,262.00
109	8" SDR 26 PVC Sewer Pipe (10'-12')	1,566		1612.00	LF	$ 30.00	$ 48,360.00
110	10" SDR 26 PVC Sewer Pipe (8'-10')	131		130.00	LF	$ 29.50	$ 3,835.00
111	10" SDR 26 PVC Sewer Pipe (10'-12')	854		846.00	LF	$ 33.00	$ 27,918.00
112	Abandonement of Existing Sewer Line	4,594		2486.00	LF	$ 4.00	$ 9,944.00
113	48" Precast Concrete Sewer Manhole (0'-6')	9		11.00	EA	$ 1,500.00	$ 16,500.00
114	48" Precast Concrete Sewer Manhole (6'-8')	5		4.00	EA	$ 1,800.00	$ 7,200.00
115	48" Precast Concrete Sewer Manhole (8'-10')	2		1.00	EA	$ 2,100.00	$ 2,100.00
116	48" Precast Concrete Sewer Manhole (10'-12')	6		6.00	EA	$ 2,500.00	$ 15,000.00
117	72" Precast Concrete Sewer Manhole (18'-20')	1		1.00	EA	$ 20,000.00	$ 20,000.00
118	Drop Manhole Assembly (All Depths)	5		4.00	EA	$ 800.00	$ 3,200.00
119	Demolition and Removal of Existing Manhole	5		2.00	EA	$ 500.00	$ 1,000.00
120	Abandonement of Existing Manhole	13		14.00	EA	$ 750.00	$ 10,500.00
121	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	100		96.00	LF	$ 11.00	$ 1,056.00
122	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,872		1914.00	LF	$ 12.00	$ 22,968.00
123	8"x8"x6" PVC Tee	59		67.00	EA	$ 175.00	$ 11,725.00
124	10"x10"x6" PVC Tee	10		11.00	EA	$ 230.00	$ 2,530.00
125	6" PVC Cleanout	58		75.00	EA	$ 310.00	$ 23,250.00
126	Crushed Aggregate (Size 825)	2,021		2915.52	Ton	$ 35.00	$ 102,043.20
127	Select Fill Material (Class 9, Group C), LVM	6,192		3564.92	CU	$ 12.00	$ 42,779.04
128	Concrete Pavement Repair (All Depths)	23		125.10	SY	$ 30.00	$ 3,753.00
129	Asphalt Pavement Repair (All Depths)	6,170		9485.88	SY	$ 22.00	$ 208,689.36
130	Concrete Curb & Gutter (Match Existing Type)	35		280.50	LF	$ 25.00	$ 7,012.50
131	Demolition and Removal of Concrete Headwall	1			EA	$ 750.00	$ -
132	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	146			LF	$ 8.00	$ -
133	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	80			LF	$ 32.00	$ -
134	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	30			LF	$ 34.00	$ -
135	22"x13" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	36			LF	$ 40.00	$ -
136	22"x13" Reinforced Concrete Arch Pipe, Flared End Section, Class III	1			EA	$ 950.00	$ -
137	Class "B" Concrete, Minor Structures	2			CY	$ 250.00	$ -
138	Concrete Paved Ditch (4" Depth)	3			SY	$ 45.00	$ -
139	Grassing	1		100%	LS	$ 2,500.00	$ 2,500.00
140	Erosion Control	1		50%	LS	$ 2,500.00	$ 1,250.00
141	Mobilization	1		100%	LS	$ 15,000.00	$ 15,000.00
142	Maintenance of Traffic	1		100%	LS	$ 5,000.00	$ 5,000.00
						subtotal	$ 694,980.60

	SITE 7 - US HIGHWAY 49 SOUTH						**$153,182.00**
143	10" SDR 26 PVC Sewer Pipe (0'-6')	130	366.00	464.00	LF	$24.00	$ 11,136.00
144	10" SDR 26 PVC Sewer Pipe (6'-8')	610	589.00	642.00	LF	$26.00	$ 16,692.00
145	10" SDR 26 PVC Sewer Pipe (8'-10')	535	431.00	458.00	LF	$29.00	$ 13,282.00
146	10" SDR 26 PVC Sewer Pipe (10'-12')	155	204.00	233.00	LF	$33.00	$ 7,689.00
147	10" SDR 26 PVC Sewer Pipe (12'-14')	70	59.00	72.00	LF	$39.00	$ 2,808.00
148	10" SDR 26 PVC Sewer Pipe (14'-16')	80	101.00	120.00	LF	$46.00	$ 5,520.00
149	10" SDR 26 PVC Sewer Pipe (16'-18')	130	95.00	116.00	LF	$53.00	$ 6,148.00
150	10" SDR 26 PVC Sewer Pipe (18'-20')	275		270.00	LF	$63.00	$ 17,010.00
151	10" SDR 26 PVC Sewer Pipe (20'-22')	30			LF	$78.00	$ -
152	8" Ductile Iron Sewer Pipe (0'-6')	340		227.27	LF	$55.00	$ 12,499.85
153	8" Ductile Iron Sewer Pipe (6'-8')	60			LF	$58.00	$ -
154	48" Precast Concrete Sewer Manhole (6'-8')	3	4.00	5.00	EA	$1,800.00	$ 9,000.00
155	48" Precast Concrete Sewer Manhole (8'-10')	2	1.00	1.00	EA	$2,100.00	$ 2,100.00
156	48" Precast Concrete Sewer Manhole (12'-14')	2	1.00	2.00	EA	$2,500.00	$ 5,000.00
157	48" Precast Concrete Sewer Manhole (18'-20')	1		1.00	EA	$3,000.00	$ 3,000.00
158	Crushed Aggregate (Size 825)	16			Ton	$35.00	$ -
159	Select Fill Material (Class 9, Group C), LVM	50			CU	$12.00	$ -
160	Asphalt Pavement Repair (All Depths)	36			SY	$22.00	$ -
161	Grouted Riprap (Size 200) w/ Geotextile Fabric	55			Ton	$125.00	$ -
162	Grassing	1			LS	$5,000.00	$ -
163	Erosion Control	1	21%	60%	LS	$5,000.00	$ 3,000.00
164	Mobilization	1		100%	LS	$15,000.00	$ 15,000.00
165	Maintenance of Traffic	1	51%	90%	LS	$7,000.00	$ 6,300.00
						subtotal	$ 136,184.85

Percent Complete: 104%

Time Elapsed to date: 228%

Total Earned - Regular Work	$ 1,540,572.55
Less 5% Retainage	$ 77,028.63
Stored Materials	$ -
Total Due - Regular Work	$ 1,463,543.92
Less Previous Payments	$ 1,403,106.91
Net Amount Due This Estimate	$ 60,437.01
Less Deductions	$ -
Net Payment Due	$ 60,437.01

CERTIFIED CORRECT:

Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

sdw Engineering Progress

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

April 30, 2014
Project No: 1273-S001
Invoice No: 18002

Project Manager Kyle Wallace

Project 1273-S001 Columbia St, Corrine St, Duke Ave, Carlisle Dr., U.S Hwy 49 S, WST Tatum Blvd.

Professional Services from March 23, 2014 to April 26, 2014

Phase CM Construction Management - Columbia St.

Construction Cost	776,146.00
Fee Percentage	9.00
Total Fee	69,853.14

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	69,853.14	100.00	69,853.14	69,853.14	0.00
		Totals		69,853.14	69,853.14	0.00
		Total Fee				**0.00**

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	35.00	85.00	2,975.00	
McLendon, Gerald	3.00	85.00	255.00	
Totals	38.00		3,230.00	
Total Labor				**3,230.00**
			Total this Phase	**$3,230.00**
			Total this Invoice	**$3,230.00**

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695, 7220.49
MB 2011-4/89-110

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

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Engineering Progress

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

April 30, 2014
Project No: 1273-S002
Invoice No: 18003

Project Manager Kyle Wallace

Project 1273-S002 Comprehensive Sewer Improvements - Ph II

Professional Services from March 23, 2014 to April 26, 2014

Phase CM Construction Management

Construction Cost	1,692,234.28
Fee Percentage	9.00
Total Fee	152,301.09

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	152,301.09	100.00	152,301.09	152,301.09	0.00
		Totals		152,301.09	152,301.09	0.00
		Total Fee				**0.00**

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	35.50	85.00	3,017.50	
Tingle, William	5.00	85.00	425.00	
Totals	40.50		3,442.50	
Total Labor				**3,442.50**
			Total this Phase	**$3,442.50**
			Total this Invoice	**$3,442.50**

Outstanding Invoices

Number	Date	Balance
17948	4/2/2014	7,217.50
Total		**7,217.50**

Total Now Due **$10,660.00**

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695, 7220.50
MB 2011-4/89-110

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

April 30, 2014
Project No: 1273-W002
Invoice No: 18004

Project Manager Kyle Wallace

Project 1273-W002 Hwy 98 West Booster Station

Professional Services from March 23, 2014 to April 26, 2014

Phase CM Hwy 98 W Booster Sta - Construction Mgmt

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
McLendon, Gerald	4.00	85.00	340.00	
Project Engineer				
Wallace, Kyle	2.00	150.00	300.00	
Totals	6.00		640.00	
Total Labor				**640.00**
		Total this Phase		**$640.00**
		Total this Invoice		**$640.00**

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695. 7245.03
MB 2011-4/89-110

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

sdw
Engineering Progress

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

April 30, 2014
Project No: 1273-W003
Invoice No: 18005

Project Manager Kyle Wallace

Project 1273-W003 Highway 98 West Elevated Tank

Professional Services from March 23, 2014 to April 26, 2014

Phase CM Hwy 98 West Elevated Tank - Construction

Professional Personnel

	Hours	Rate	Amount	
Project Engineer				
Wallace, Kyle	10.50	150.00	1,575.00	
Totals	10.50		1,575.00	
Total Labor				1,575.00
			Total this Phase	**$1,575.00**
			Total this Invoice	**$1,575.00**

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695.7245.04
MB 2011-4/89-110

sdw Engineering Progress

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

April 30, 2014
Project No: 1273-W007
Invoice No: 18006

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from March 23, 2014 to April 26, 2014

Phase DD Palmer's Crossing - Design Phase

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	4.50	85.00	382.50	
PROJECT ENGINEER				
Sellers, Bennie	7.00	150.00	1,050.00	
Wallace, Kyle	2.50	150.00	375.00	
Totals	14.00		1,807.50	
Total Labor				**1,807.50**
		Total this Phase		**$1,807.50**
		Total this Invoice		**$1,807.50**

Outstanding Invoices

Number	Date	Balance
17952	4/2/2014	675.00
Total		**675.00**

Total Now Due **$2,482.50**

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695.1245.51
MB 2011-4/89-110

sdw Engineering Progress

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

April 30, 2014
Project No: 1273-W008
Invoice No: 18007

Project Manager Kyle Wallace

Project 1273-W008 ComSWIP Water Phase III - Mobile & Bouie

Professional Services from March 23, 2014 to April 26, 2014

Phase DD Mobile & Bouie - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	.50	85.00	42.50	
PROJECT ENGINEER				
Sellers, Bennie	31.00	150.00	4,650.00	
Wallace, Kyle	3.00	150.00	450.00	
Totals	34.50		5,142.50	
Total Labor				**5,142.50**
			Total this Phase	**$5,142.50**
			Total this Invoice	**$5,142.50**

Outstanding Invoices

Number	Date	Balance
17951	4/2/2014	6,225.00
Total		**6,225.00**

Total Now Due **$11,367.50**

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695. 7245.52
MB 2011-4/89-110

sdw
Engineering Progress

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

April 30, 2014
Project No: 1273-W009
Invoice No: 18008

Project Manager Kyle Wallace

Project 1273-W009 ComSWIP Water - Phase IV - Misc.

Professional Services from March 23, 2014 to April 26, 2014

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	17.50	150.00	2,625.00	
Totals	17.50		2,625.00	
Total Labor				**2,625.00**
			Total this Phase	**$2,625.00**
			Total this Invoice	**$2,625.00**

Outstanding Invoices

Number	Date	Balance		
17950	4/2/2014	3,150.00		
Total		**3,150.00**		
			Total Now Due	**$5,775.00**

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695, 7245.53
MB 2011-4/89-110

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of 5/20/14

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station	640.00	43,522.75
Hwy 98 Elevated Water Tank	1,575.00	113,226.30
Hwy 98 Fire Lines		5,722.50
Inflow and Infiltration Study		248,228.49
James St Water Well # 3		19,627.99
No-Discharge Wastewater Treatment System		216,007.23
Sewer Improvements Ph I	3,230.00	85,627.61
Sewer Improvements Ph II	63,879.51	249,707.58
Sewer Improvements Ph III	82,262.61	318,167.99
Sewer Improvements Ph IV		2,690.00
Water Improvements Ph I		24,470.00
Water Improvements Ph II	1,807.50	11,887.50
Water Improvements Ph III	5,142.50	18,942.50
Water Improvements Ph IV	2,625.00	9,525.00
Wesley Water Well # 2		6,900.00
18" Sewer Trunk Lines		30,986.64
Grand Total	**161,162.12**	**1,429,540.08**

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 8 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2013. After discussion of the subject, Council Member Delgado offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 8 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 8 from the Project Fund Construction Account under the Loan in the total aggregate amount of $161,162.12 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 8 from the Project Fund Construction Account under the Loan in the total aggregate amount of One Hundred Sixty-One Thousand One Hundred Sixty-Two & 12/100 dollars ($161,162.12) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 8 in the total aggregate amount of One Hundred Sixty-One Thousand One Hundred Sixty-Two & 12/100 dollars ($161,162.12) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor

NAYS: None

The President thereby declared the motion carried and the resolution adopted, this the 20th day of May, 2014.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of May, 2014.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: **8**

DATE OF REQUISITION: **5/20/2014**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	Jay Bearden Construction, Inc. P O Box 180428 Richland, MS 39218	105695.7220.01	$ 82,262.61	Pay App No. 9	Construction on COMSWIP Sewer Phase III for period 1/11/14 - 5/12/14. MB 2012-1/387
2.	Hensley R. Lee Contracting Inc. 311 Acorn St Picayune, MS 39466	105695.7220.50	$ 60,437.01	Pay App No. 13	Construction on COMSWIP Sewer Phase II for period 3/1/14 - 4/30/14 MB 2012-1/422
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.49	$ 3,230.00	18002	Sewer Improvements Ph I Period: 3/23/14 - 4/26/14 MB 2011-4/89-110
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.50	$ 3,442.50	18003	Sewer Improvements Ph II Period: 3/23/14 - 4/26/14 MB 2011-4/89-110
5.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.03	$ 640.00	18004	Hwy 98 Booster Station Period: 3/23/14 - 4/26/14 MB 2011-4/89-110

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
6.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.04	$ 1,575.00	18005	Hwy 98 Elevated Water Tank Period: 3/23/14 - 4/26/14 MB 2011-4/89-110
7.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.51	$ 1,807.50	18006	Water Improvements Ph II Period: 3/23/14 - 4/26/14 MB 2011-4/89-110
8.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.52	$ 5,142.50	18007	Water Improvements Ph III Period: 3/23/14 - 4/26/14 MB 2011-4/89-110
9.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.53	$ 2,625.00	18008	Water Improvements Ph IV Period: 3/23/14 - 4/26/14 MB 2011-4/89-110
			$ 161,162.12		

sdw

Engineering Progress

May 13, 2014

Mayor Johnny L. Dupree, Ph. D.
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-898

Re: **Sewer Phase 3 – ComSWIP**
City of Hattiesburg

Mayor:

Enclosed please find Pay Estimate No. 9 in the amount of $82,262.61 for the above referenced project.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

cc: Terry Jackson
Jay Bearden Construction, Inc.

105695.7220.01
MB 2012-1/387

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

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

Date: 5-13-2014

Project: Comprehensive Sewer Improvements Phase III
City of Hattiesburg
Contractor: Jay Bearden Construction, Inc.
P.O. Box 180428 Richland, MS 39218
Pay Estimate No.: Nine(9)

Pay Period: 1/11/2014 - 5/12/2014

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
						CONTRACT TOTAL:	$1,632,964.92
	SITE 5 - MOBILE STREET AREA						**$997,286.01**
1	8" SDR 26 PVC Sewer Pipe (0'-6')	1,298		1192.00	Lin. Ft.	$ 36.63	$ 43,662.96
2	8" SDR 26 PVC Sewer Pipe (6'-8')	1,215		1349.00	Lin. Ft.	$ 43.53	$ 58,721.97
3	8" SDR 26 PVC Sewer Pipe (8'-10')	683		769.00	Lin. Ft.	$ 50.43	$ 38,780.67
4	8" SDR 26 PVC Sewer Pipe (10'-12')	200		237.00	Lin. Ft.	$ 57.33	$ 13,587.21
5	15" SDR 26 PVC Sewer Pipe (6'-8')	533		538.00	Lin. Ft.	$ 55.90	$ 30,074.20
6	15" SDR 26 PVC Sewer Pipe (8'-10')	676		659.00	Lin. Ft.	$ 62.80	$ 41,385.20
7	15" SDR 26 PVC Sewer Pipe (10'-12')	488		773.00	Lin. Ft.	$ 69.70	$ 53,878.10
8	15" SDR 26 PVC Sewer Pipe (12'-14')	601		324.00	Lin. Ft.	$ 76.60	$ 24,818.40
9	Abandonement of Existing Sewer Line	5,478		5461.40	Lin. Ft.	$ 4.00	$ 21,845.60
10	48" Precast Concrete Sewer Manhole (0'-6')	7		7.00	Each	$ 1,737.11	$ 12,159.77
11	48" Precast Concrete Sewer Manhole (6'-8')	4		3.00	Each	$ 2,124.66	$ 6,373.98
12	48" Precast Concrete Sewer Manhole (8'-10')	2		2.00	Each	$ 2,512.20	$ 5,024.40
13	60" Precast Concrete Sewer Manhole (6'-8')	2		2.00	Each	$ 4,138.00	$ 8,276.00
14	60" Precast Concrete Sewer Manhole (8'-10')	3		3.00	Each	$ 4,874.00	$ 14,622.00
15	60" Precast Concrete Sewer Manhole (10'-12')	3		3.00	Each	$ 5,611.00	$ 16,833.00
16	60" Precast Concrete Sewer Manhole (12'-14')	2		3.00	Each	$ 6,347.00	$ 19,041.00
17	Demolition and Removal of Existing Manhole	2		3.00	Each	$ 1,000.00	$ 3,000.00
18	Abandonement of Existing Manhole	20		17.00	Each	$ 1,000.00	$ 17,000.00
19	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	216		166.35	Lin. Ft.	$ 10.52	$ 1,750.00
20	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,884		1254.00	Lin. Ft.	$ 14.37	$ 18,019.98
21	8"x8"x6" PVC Tee	42		33.00	Each	$ 161.00	$ 5,313.00
22	15"x15"x6" PVC Tee	17		13.00	Each	$ 393.00	$ 5,109.00
23	6" PVC Cleanout	56		45.00	Each	$ 202.00	$ 9,090.00
24	Crushed Aggregate (Size 825)	2,629		3571.65	Ton	$ 49.50	$ 176,796.68
25	Select Fill Material (Class 9, Group C), LVM	8,060		6234.50	Cu. Yd.	$ 8.00	$ 49,876.00
26	Concrete Pavement Repair (All Depths)	137		120.00	Sq. Yd.	$ 65.00	$ 7,800.00
27	Asphalt Pavement Repair (All Depths)	5,832		5832.00	Sq. Yd.	$ 32.45	$ 189,248.40
28	Concrete Curb & Gutter (Match Existing Type)	145		88.00	Lin. Ft.	$ 20.00	$ 1,760.00
29	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	428		48.00	Lin. Ft.	$ 15.00	$ 720.00
30	10" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			Lin. Ft.	$ 29.25	$ -
31	12" Reinforced Concrete Pipe, Class III, Rubber Gaskets	90		32.00	Lin. Ft.	$ 29.25	$ 936.00
32	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	178		38.00	Lin. Ft.	$ 33.50	$ 1,273.00
33	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			Lin. Ft.	$ 37.50	$ -
34	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			Lin. Ft.	$ 51.50	$ -
35	22"x13" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	32			Lin. Ft.	$ 57.50	$ -
36	29"x18" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	64			Lin. Ft.	$ 64.50	$ -
37	36"x23" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	12		12.00	Lin. Ft.	$ 90.61	$ 1,087.32
38	Class "B" Concrete, Minor Structures	10		2.00	Cu. Yd.	$ 1,200.00	$ 2,400.00
39	Grassing	1		90%	L.S.	$ 5,000.00	$ 4,500.00
40	Erosion Control	1		50%	L.S.	$ 10,000.00	$ 5,000.00
41	Mobilization	1		100%	L.S.	$ 54,000.00	$ 54,000.00
42	Maintenance of Traffic	1		100%	L.S.	$ 20,000.00	$ 20,000.00
						subtotal	$ 983,763.84

	SITE 7 - EAST 8TH STREET						**$430,573.91**
43	8" SDR 26 PVC Sewer Pipe (0'-6')	40		57.00	Lin. Ft.	$ 36.63	$ 2,087.91
44	8" SDR 26 PVC Sewer Pipe (6'-8')	44		436.00	Lin. Ft.	$ 43.53	$ 18,979.08
45	8" SDR 26 PVC Sewer Pipe (8'-10')	841		854.00	Lin. Ft.	$ 50.43	$ 43,067.22
46	8" SDR 26 PVC Sewer Pipe (10'-12')	927		894.00	Lin. Ft.	$ 57.33	$ 51,253.02
47	Abandonement of Existing Sewer Line	2,305		2240.00	Lin. Ft.	$ 4.00	$ 8,960.00
48	48" Precast Concrete Sewer Manhole (0'-6')	2		1.00	Each	$ 1,737.11	$ 1,737.11
49	48" Precast Concrete Sewer Manhole (6'-8')	3		5.00	Each	$ 2,124.66	$ 10,623.30
50	48" Precast Concrete Sewer Manhole (8'-10')	4		4.00	Each	$ 2,512.20	$ 10,048.80
51	48" Precast Concrete Sewer Manhole (10'-12')	3		5.00	Each	$ 2,900.00	$ 14,500.00
52	Drop Manhole Assembly (All Depths)	1			Each	$ 1,500.00	$ -
53	Demolition and Removal of Existing Manhole	2		4.00	Each	$ 1,200.00	$ 4,800.00
54	Abandonement of Existing Manhole	10		8.00	Each	$ 1,000.00	$ 8,000.00
55	Abandonement of Existing Pump Station	1		1.00	L.S.	$ 15,000.00	$ 15,000.00
56	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	144			Lin. Ft.	$ 10.50	$ -
57	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,062		737.00	Lin. Ft.	$ 14.50	$ 10,686.50
58	8"x8"x6" PVC Tee	36		31.00	Each	$ 161.00	$ 4,991.00
59	6" PVC Cleanout	36		34.00	Each	$ 202.00	$ 6,868.00
60	Crushed Aggregate (Size 825)	1,001		833.73	Ton	$ 49.50	$ 41,269.64
61	Select Fill Material (Class 9, Group C), LVM	3,068		1952.50	Cu. Yd.	$ 8.00	$ 15,620.00
62	Concrete Pavement Repair (All Depths)	9		103.28	Sq. Yd.	$ 112.00	$ 11,567.36
63	Asphalt Pavement Repair (All Depths)	2,263		2263.00	Sq. Yd.	$ 32.45	$ 73,434.35
64	Concrete Curb & Gutter (Match Existing Type)	95		234.00	Lin. Ft.	$ 25.00	$ 5,850.00
65	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	64			Lin. Ft.	$ 15.00	$ -
66	29"x18" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	32		32.00	Lin. Ft.	$ 64.50	$ 2,064.00
67	End Section, Class III	1		1.00	Each	$ 1,006.00	$ 1,006.00
68	Class "B" Concrete, Minor Structures	1			Cu. Yd.	$ 2,000.00	$ -
69	Grassing	1		100%	L.S.	$ 5,000.00	$ 5,000.00
70	Erosion Control	1		100%	L.S.	$ 10,000.00	$ 10,000.00
71	Mobilization	1		100%	L.S.	$ 43,000.00	$ 43,000.00
72	Maintenance of Traffic	1		100%	L.S.	$ 20,000.00	$ 20,000.00
						subtotal	$ 440,413.29
	SITE 8 - BORE UNDER NS RAILROAD AT EAST 4TH STREET						**$205,105.00**
73	21" DI Sewer Pipe (0'-6')	24		24.00	Lin. Ft.	$ 145.00	$ 3,480.00
74	24" DI Sewer Pipe (0'-6')	246		245.00	Lin. Ft.	$ 145.00	$ 35,525.00
75	36" Steel Casing (0.50" WT) (Bored) (Incl: Insurance Bond for Railways)	140		200.00	Lin. Ft.	$ 532.00	$ 106,400.00
76	Abandonement of Existing Sewer Line	250		250.00	Lin. Ft.	$ 10.00	$ 2,500.00
77	72" Precast Concrete Sewer Manhole (6'-8')	1		4.00	Each	$ 6,205.00	$ 24,820.00
78	72" Precast Concrete Sewer Manhole (8'-10')	2		2.00	Each	$ 6,550.00	$ 13,100.00
79	Abandonement of Existing Manhole	1		2.00	Each	$ 1,000.00	$ 2,000.00
80	Clearing and Grubbing	1		100%	L.S.	$ 10,000.00	$ 10,000.00
81	Grouted RipRap (Size 300) w/ Geotextile Fabric	30		30.00	Sq. Yd.	$ 125.00	$ 3,750.00
82	Grassing	1		90%	L.S.	$ 5,000.00	$ 4,500.00
83	Erosion Control	1		70%	L.S.	$ 10,000.00	$ 7,000.00
84	Mobilization	1		100%	L.S.	$ 8,000.00	$ 8,000.00
						subtotal	$ 221,075.00

Percent Complete: 101%
Time Elapsed to date:

Total Earned - Regular Work	$ 1,645,252.12
Less 5% Retainage	$ 82,262.61
Stored Materials	
Total Due - Regular Work	$ 1,562,989.52
Less Previous Payments	
Net Amount Due This Estimate	$ 1,562,989.52
Less Deductions	$ 1,480,726.91
Net Payment Due	$ 82,262.61

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

sdw

Engineering Progress

May 12, 2014

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

Attn: Mayor Johnny L. Dupree, Ph. D.

Re: Sewer Phase 2 - ComSWIP
City of Hattiesburg

Dear Mayor Dupree,

Enclosed please find Pay Estimate No. 13 in the amount of $60,437.01 for the above referenced project.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

enclosure

cc: Steve Tingle
Hensley R. Lee Contracting

105695.7220.50
MB 2012-1/422

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

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

Date: 5-9-2014

Project: Comprehensive Sewer Improvements Phase II
City of Hattiesburg

Contractor: Hensley R. Lee Contracting Inc.
311 Acorn St. Picayune, MS 39466

Pay Estimate No.: Thirteen (13)

Pay Period: 3-1-2014 to 4-30-2014

Item No.	Item Description	Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
							$1,485,051.50
	SITE 2 - CORRINE STREET						$334,348.00
1	8" SDR 26 PVC Sewer Pipe (6'-8')	614		608.00	LF	$ 26.00	$ 15,808.00
2	8" SDR 26 PVC Sewer Pipe (8'-10')	12		3.00	LF	$ 28.00	$ 84.00
3	10" SDR 26 PVC Sewer Pipe (6'-8')	80		37.00	LF	$ 28.00	$ 1,036.00
4	10" SDR 26 PVC Sewer Pipe (8'-10')	308		337.00	LF	$ 31.00	$ 10,447.00
5	10" SDR 26 PVC Sewer Pipe (10'-12')	298		221.00	LF	$ 35.00	$ 7,735.00
6	10" SDR 26 PVC Sewer Pipe (12'-14')	259		351.00	LF	$ 41.00	$ 14,391.00
7	12" SDR 26 PVC Sewer Pipe (0'-6')	474		369.00	LF	$ 28.00	$ 10,332.00
8	12" SDR 26 PVC Sewer Pipe (6'-8')	90		125.00	LF	$ 32.00	$ 4,000.00
9	10" DR 11 HDPE Sewer Pipe (Directional Bore)(All Depths)	521		521.00	LF	$ 150.00	$ 78,150.00
10	48" Precast Concrete Sewer Manhole (0'-6')	1		1.00	EA	$ 1,700.00	$ 1,700.00
11	48" Precast Concrete Sewer Manhole (6'-8')	4		3.00	EA	$ 1,900.00	$ 5,700.00
12	48" Precast Concrete Sewer Manhole (8'-10')	2		2.00	EA	$ 2,200.00	$ 4,400.00
13	48" Precast Concrete Sewer Manhole (10'-12')	1		1.00	EA	$ 2,700.00	$ 2,700.00
14	48" Precast Concrete Sewer Manhole (12'-14')	2		1.00	EA	$ 3,000.00	$ 3,000.00
15	60" Precast Concrete Sewer Manhole (0'-6')	1		1.00	EA	$ 3,200.00	$ 3,200.00
16	Drop Manhole Assembly (All Depths)	6		1.00	EA	$ 800.00	$ 800.00
17	Demolition and Removal of Existing Manhole	10		7.00	EA	$ 500.00	$ 3,500.00
18	Demolition and Removal of Existing Grinder Station	1		1.00	LS	$ 1,000.00	$ 1,000.00
19	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	805		1096.50	LF	$ 12.00	$ 13,158.00
20	8"x8"x6" PVC Tee	5		9.00	EA	$ 175.00	$ 1,575.00
21	10"x10"x6" PVC Tee	9		16.00	EA	$ 230.00	$ 3,680.00
22	12"x12"x6" PVC Tee	3		6.00	EA	$ 275.00	$ 1,650.00
23	6" PVC Cleanout	12		28.00	EA	$ 310.00	$ 8,680.00
24	Crushed Aggregate (Size 825)	735		595.88	Ton	$ 35.00	$ 20,855.80
25	Select Fill Material (Class 9, Group C), LVM	2,251		3824.55	CY	$ 12.00	$ 45,894.60
26	Concrete Pavement Repair (All Depths)	10		24.90	SY	$ 30.00	$ 747.00
27	Asphalt Pavement Repair (All Depths)	1,670		4013.555	SY	$ 22.00	$ 88,298.21
28	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	328		41.00	LF	$ 8.00	$ 328.00
29	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			LF	$ 32.00	$ -
30	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	96		8.00	LF	$ 34.00	$ 272.00

31	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	160		33.00	LF	$ 42.00	$ 1,386.00
32	30" Reinforced Concrete Pipe, Class III, Rubber Gaskets	40			LF	$ 55.00	$ -
33	Class "B" Concrete, Minor Structures	7			CY	$ 250.00	$ -
34	Grassing	1		100%	LS	$ 2,500.00	$ 2,500.00
35	Erosion Control	1		50%	LS	$ 2,500.00	$ 1,250.00
36	Mobilization	1		100%	LS	$ 15,000.00	$ 15,000.00
37	Maintenance of Traffic	1		100%	LS	$ 10,000.00	$ 10,000.00
						subtotal	$ 383,257.61

	SITE 3 - COUNTY ROAD						$217,315.00
38	8" SDR 26 PVC Sewer Pipe (0'-6')	70		94.00	LF	$ 23.00	$ 2,162.00
39	8" SDR 26 PVC Sewer Pipe (6'-8')	577		514.00	LF	$ 24.00	$ 12,336.00
40	8" SDR 26 PVC Sewer Pipe (8'-10')	281		267.00	LF	$ 26.00	$ 6,942.00
41	8" SDR 26 PVC Sewer Pipe (10'-12')	345		478.00	LF	$ 30.00	$ 14,340.00
42	8" SDR 26 PVC Sewer Pipe (12'-14')	365		240.00	LF	$ 36.00	$ 8,640.00
43	8" SDR 26 PVC Sewer Pipe (14'-16')	161		158.00	L.F.	$ 43.00	$ 6,794.00
44	48" Precast Concrete Sewer Manhole (0'-6')	1		1.00	EA	$ 1,500.00	$ 1,500.00
45	48" Precast Concrete Sewer Manhole (6'-8')	2		2.00	EA	$ 1,800.00	$ 3,600.00
46	48" Precast Concrete Sewer Manhole (8'-10')	1		1.00	EA	$ 2,100.00	$ 2,100.00
47	48" Precast Concrete Sewer Manhole (10'-12')	1		1.00	EA	$ 2,500.00	$ 2,500.00
48	48" Precast Concrete Sewer Manhole (14'-16')	1		1.00	EA	$ 2,800.00	$ 2,800.00
49	Drop Manhole Assembly (All Depths)	2		2.00	EA	$ 800.00	$ 1,600.00
50	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	610		546.00	LF	$ 11.00	$ 6,006.00
51	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	456		536.00	LF	$ 12.00	$ 6,432.00
52	8"x8"x6" PVC Tee	22		22.00	EA	$ 175.00	$ 3,850.00
53	6" PVC Cleanout	22		27.00	EA	$ 310.00	$ 8,370.00
54	Crushed Aggregate (Size 825)	802		789.94	Ton	$ 35.00	$ 27,647.90
55	Select Fill Material (Class 9, Group C), LVM	2,457		961.50	CY	$ 12.00	$ 11,538.00
56	Concrete Pavement Repair (All Depths)	0			SY	$ 30.00	$ -
57	Asphalt Pavement Repair (All Depths)	1,820		1838.06	SY	$ 22.00	$ 40,437.32
58	Demolition and Removal of Concrete Headwall	1		1.00	EA	$ 750.00	$ 750.00
59	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	92		68.00	LF	$ 8.00	$ 544.00
60	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	68		64.00	LF	$ 32.00	$ 2,048.00
61	18"x11" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	24			LF	$ 20.00	$ -
62	15" Reinforced Concrete Pipe, Flared End Section, Class III	1		1.00	EA	$ 200.00	$ 200.00
63	Class "B" Concrete, Minor Structures	1			CY	$ 250.00	$ -
64	Grassing	1		100%	LS	$ 2,500.00	$ 2,500.00
65	Temporary Erosion Control	1		50%	LS	$ 2,500.00	$ 1,250.00
66	Mobilization	1		100%	LS	$ 15,000.00	$ 15,000.00
67	Maintenance of Traffic	1		100%	LS	$ 5,000.00	$ 5,000.00
						subtotal	$ 196,887.22

	SITE 4 - WEATHERSBY ROAD						$154,249.00
68	6" PVC Sewer Pipe Force Main (All Depths)	10		10.00	LF	$ 8.00	$ 80.00
69	8" SDR 26 PVC Sewer Pipe (0'-6')	40		27.00	LF	$ 23.00	$ 621.00
70	8" SDR 26 PVC Sewer Pipe (6'-8')	40		17.00	LF	$ 24.00	$ 408.00
71	8" SDR 26 PVC Sewer Pipe (8'-10')	90		85.00	LF	$ 26.00	$ 2,210.00
72	8" SDR 26 PVC Sewer Pipe (10'-12')	130		37.00	LF	$ 30.00	$ 1,110.00
73	8" SDR 26 PVC Sewer Pipe (12'-14')	280		436.00	LF	$ 36.00	$ 15,696.00
74	8" SDR 26 PVC Sewer Pipe (14'-16')	220		259.00	LF	$ 43.00	$ 11,137.00
75	15" SDR 26 PVC Sewer Pipe (0'-6')	60			LF	$ 23.00	$ -
76	15" SDR 26 PVC Sewer Pipe (6'-8')	0			LF	$ 37.00	$ -
77	15" SDR 26 PVC Sewer Pipe (8'-10')	5		36.00	LF	$ 38.00	$ 1,368.00
78	15" SDR 26 PVC Sewer Pipe (10'-12')	21		47.00	LF	$ 42.00	$ 1,974.00
79	15" SDR 26 PVC Sewer Pipe (12'-14')	120		47.00	LF	$ 48.00	$ 2,256.00
80	15" SDR 26 PVC Sewer Pipe (14'-16')	110		116.00	LF	$ 55.00	$ 6,380.00
81	8" Ductile Iron Sewer Pipe (0'-6')	161		108.00	LF	$ 55.00	$ 5,940.00
82	24" Steel Casing (0.25" WT) (Bored)	60		23.684	LF	$ 190.00	$ 4,499.96
83	Abandonement of Existing Sewer Line	250		246.00	LF	$ 4.00	$ 984.00
84	48" Precast Concrete Sewer Manhole (0'-6')	1		1.00	EA	$ 1,500.00	$ 1,500.00
85	48" Precast Concrete Sewer Manhole (6'-8')	1		1.00	EA	$ 1,800.00	$ 1,800.00
86	48" Precast Concrete Sewer Manhole (8'-10')	0			EA	$ 2,100.00	$ -
87	48" Precast Concrete Sewer Manhole (10'-12')	1			EA	$ 2,500.00	$ -
88	48" Precast Concrete Sewer Manhole (12'-14')	1		2.00	EA	$ 2,800.00	$ 5,600.00
89	60" Precast Concrete Sewer Manhole (12'-14')	1			EA	$ 6,000.00	$ -
90	60" Precast Concrete Sewer Manhole (14'-16')	1		2.00	EA	$ 7,200.00	$ 14,400.00
91	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	92		161.00	LF	$ 12.00	$ 1,932.00
92	8"x8"x6" PVC Tee	3		4.00	EA	$ 175.00	$ 700.00
93	6" PVC Cleanout	4		5.00	EA	$ 310.00	$ 1,550.00
94	Crushed Aggregate (Size 825)	185		206.939	Ton	$ 35.00	$ 7,242.87
95	Select Fill Material (Class 9, Group C), LVM	565		587.50	CU	$ 12.00	$ 7,050.00
96	Concrete Pavement Repair (All Depths)	268			SY	$ 30.00	$ -
97	Asphalt Pavement Repair (All Depths)	148		71.52	SY	$ 22.00	$ 1,573.44
98	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	8			LF	$ 34.00	$ -
99	Class "B" Concrete, Minor Structures	2			CY	$ 250.00	$ -
100	Modular Block Retaining Wall	240			SF	$ 25.00	$ -
101	Grassing	1			LS	$ 2,500.00	$ -
102	Temporary Erosion Control	1		50%	LS	$ 2,500.00	$ 1,250.00
103	Mobilization	1		100%	LS	$ 15,000.00	$ 15,000.00
104	Maintenance of Traffic	1		100%	LS	$ 15,000.00	$ 15,000.00
						subtotal	$ 129,262.27

	SITE 6 - COUNTRY CLUB ROAD						$625,957.50
105	6" SDR 26 PVC Sewer Pipe (6'-8')	11		11.00	LF	$ 15.00	$ 165.00
106	8" SDR 26 PVC Sewer Pipe (0'-6')	934		1115.50	LF	$ 23.00	$ 25,656.50
107	8" SDR 26 PVC Sewer Pipe (6'-8')	1,674		1616.00	LF	$ 24.00	$ 38,784.00
108	8" SDR 26 PVC Sewer Pipe (8'-10')	721		587.00	LF	$ 26.00	$ 15,262.00
109	8" SDR 26 PVC Sewer Pipe (10'-12')	1,566		1612.00	LF	$ 30.00	$ 48,360.00
110	10" SDR 26 PVC Sewer Pipe (8'-10')	131		130.00	LF	$ 29.50	$ 3,835.00
111	10" SDR 26 PVC Sewer Pipe (10'-12')	854		846.00	LF	$ 33.00	$ 27,918.00
112	Abandonement of Existing Sewer Line	4,594		2486.00	LF	$ 4.00	$ 9,944.00
113	48" Precast Concrete Sewer Manhole (0'-6')	9		11.00	EA	$ 1,500.00	$ 16,500.00
114	48" Precast Concrete Sewer Manhole (6'-8')	5		4.00	EA	$ 1,800.00	$ 7,200.00
115	48" Precast Concrete Sewer Manhole (8'-10')	2		1.00	EA	$ 2,100.00	$ 2,100.00
116	48" Precast Concrete Sewer Manhole (10'-12')	6		6.00	EA	$ 2,500.00	$ 15,000.00
117	72" Precast Concrete Sewer Manhole (18'-20')	1		1.00	EA	$ 20,000.00	$ 20,000.00
118	Drop Manhole Assembly (All Depths)	5		4.00	EA	$ 800.00	$ 3,200.00
119	Demolition and Removal of Existing Manhole	5		2.00	EA	$ 500.00	$ 1,000.00
120	Abandonement of Existing Manhole	13		14.00	EA	$ 750.00	$ 10,500.00
121	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	100		96.00	LF	$ 11.00	$ 1,056.00
122	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,872		1914.00	LF	$ 12.00	$ 22,968.00
123	8"x8"x6" PVC Tee	59		67.00	EA	$ 175.00	$ 11,725.00
124	10"x10"x6" PVC Tee	10		11.00	EA	$ 230.00	$ 2,530.00
125	6" PVC Cleanout	58		75.00	EA	$ 310.00	$ 23,250.00
126	Crushed Aggregate (Size 825)	2,021		2915.52	Ton	$ 35.00	$ 102,043.20
127	Select Fill Material (Class 9, Group C), LVM	6,192		3564.92	CU	$ 12.00	$ 42,779.04
128	Concrete Pavement Repair (All Depths)	23		125.10	SY	$ 30.00	$ 3,753.00
129	Asphalt Pavement Repair (All Depths)	6,170		9485.88	SY	$ 22.00	$ 208,689.36
130	Concrete Curb & Gutter (Match Existing Type)	35		280.50	LF	$ 25.00	$ 7,012.50
131	Demolition and Removal of Concrete Headwall	1			EA	$ 750.00	$ -
132	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	146			LF	$ 8.00	$ -
133	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	80			LF	$ 32.00	$ -
134	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	30			LF	$ 34.00	$ -
135	22"x13" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	36			LF	$ 40.00	$ -
136	22"x13" Reinforced Concrete Arch Pipe, Flared End Section, Class III	1			EA	$ 950.00	$ -
137	Class "B" Concrete, Minor Structures	2			CY	$ 250.00	$ -
138	Concrete Paved Ditch (4" Depth)	3			SY	$ 45.00	$ -
139	Grassing	1		100%	LS	$ 2,500.00	$ 2,500.00
140	Erosion Control	1		50%	LS	$ 2,500.00	$ 1,250.00
141	Mobilization	1		100%	LS	$ 15,000.00	$ 15,000.00
142	Maintenance of Traffic	1		100%	LS	$ 5,000.00	$ 5,000.00
						subtotal	$ 694,980.60

	SITE 7 - US HIGHWAY 49 SOUTH						**$153,182.00**
143	10" SDR 26 PVC Sewer Pipe (0'-6')	130	366.00	464.00	LF	$24.00	$ 11,136.00
144	10" SDR 26 PVC Sewer Pipe (6'-8')	610	589.00	642.00	LF	$26.00	$ 16,692.00
145	10" SDR 26 PVC Sewer Pipe (8'-10')	535	431.00	458.00	LF	$29.00	$ 13,282.00
146	10" SDR 26 PVC Sewer Pipe (10'-12')	155	204.00	233.00	LF	$33.00	$ 7,689.00
147	10" SDR 26 PVC Sewer Pipe (12'-14')	70	59.00	72.00	LF	$39.00	$ 2,808.00
148	10" SDR 26 PVC Sewer Pipe (14'-16')	80	101.00	120.00	LF	$46.00	$ 5,520.00
149	10" SDR 26 PVC Sewer Pipe (16'-18')	130	95.00	116.00	LF	$53.00	$ 6,148.00
150	10" SDR 26 PVC Sewer Pipe (18'-20')	275		270.00	LF	$63.00	$ 17,010.00
151	10" SDR 26 PVC Sewer Pipe (20'-22')	30			LF	$78.00	$ -
152	8" Ductile Iron Sewer Pipe (0'-6')	340		227.27	LF	$55.00	$ 12,499.85
153	8" Ductile Iron Sewer Pipe (6'-8')	60			LF	$58.00	$ -
154	48" Precast Concrete Sewer Manhole (6'-8')	3	4.00	5.00	EA	$1,800.00	$ 9,000.00
155	48" Precast Concrete Sewer Manhole (8'-10')	2	1.00	1.00	EA	$2,100.00	$ 2,100.00
156	48" Precast Concrete Sewer Manhole (12'-14')	2	1.00	2.00	EA	$2,500.00	$ 5,000.00
157	48" Precast Concrete Sewer Manhole (18'-20')	1		1.00	EA	$3,000.00	$ 3,000.00
158	Crushed Aggregate (Size 825)	16			Ton	$35.00	$ -
159	Select Fill Material (Class 9, Group C), LVM	50			CU	$12.00	$ -
160	Asphalt Pavement Repair (All Depths)	36			SY	$22.00	$ -
161	Grouted Riprap (Size 200) w/ Geotextile Fabric	55			Ton	$125.00	$ -
162	Grassing	1			LS	$5,000.00	$ -
163	Erosion Control	1	21%	60%	LS	$5,000.00	$ 3,000.00
164	Mobilization	1		100%	LS	$15,000.00	$ 15,000.00
165	Maintenance of Traffic	1	51%	90%	LS	$7,000.00	$ 6,300.00
						subtotal	$ 136,184.85

		Total Earned - Regular Work	$ 1,540,572.55
Percent Complete:	104%	**Less 5% Retainage**	$ 77,028.63
Time Elapsed to date:	228%	**Stored Materials**	$ -
		Total Due - Regular Work	$ 1,463,543.92
		Less Previous Payments	$ 1,403,106.91
		Net Amount Due This Estimate	$ 60,437.01
		Less Deductions	$ -
		Net Payment Due	$ 60,437.01

CERTIFIED CORRECT:

Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

sdw
Engineering Progress

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

April 30, 2014
Project No: 1273-S001
Invoice No: 18002

Project Manager Kyle Wallace

Project 1273-S001 Columbia St, Corrine St, Duke Ave, Carlisle Dr., U.S Hwy 49 S, WST Tatum Blvd.

Professional Services from March 23, 2014 to April 26, 2014

Phase CM Construction Management - Columbia St.

Construction Cost	776,146.00
Fee Percentage	9.00
Total Fee	69,853.14

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	69,853.14	100.00	69,853.14	69,853.14	0.00
		Totals		69,853.14	69,853.14	0.00
		Total Fee				**0.00**

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	35.00	85.00	2,975.00	
McLendon, Gerald	3.00	85.00	255.00	
Totals	38.00		3,230.00	
Total Labor				**3,230.00**
			Total this Phase	**$3,230.00**
			Total this Invoice	**$3,230.00**

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695. 7220.49
MB 2011-4/89-110

sdw
Engineering Progress

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

April 30, 2014
Project No: 1273-S002
Invoice No: 18003

Project Manager Kyle Wallace

Project 1273-S002 Comprehensive Sewer Improvements - Ph II

Professional Services from March 23, 2014 to April 26, 2014

Phase CM Construction Management

Construction Cost	1,692,234.28
Fee Percentage	9.00
Total Fee	152,301.09

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	152,301.09	100.00	152,301.09	152,301.09	0.00
		Totals		152,301.09	152,301.09	0.00
		Total Fee				**0.00**

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	35.50	85.00	3,017.50	
Tingle, William	5.00	85.00	425.00	
Totals	40.50		3,442.50	
Total Labor				**3,442.50**
			Total this Phase	**$3,442.50**
			Total this Invoice	**$3,442.50**

Outstanding Invoices

Number	Date	Balance
17948	4/2/2014	7,217.50
Total		**7,217.50**
	Total Now Due	**$10,660.00**

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695, 7220.50
MB 2011-4/89-110

sdw
Engineering Progress

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

April 30, 2014
Project No: 1273-W002
Invoice No: 18004

Project Manager Kyle Wallace

Project 1273-W002 Hwy 98 West Booster Station

Professional Services from March 23, 2014 to April 26, 2014

Phase CM Hwy 98 W Booster Sta - Construction Mgmt

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
McLendon, Gerald	4.00	85.00	340.00	
Project Engineer				
Wallace, Kyle	2.00	150.00	300.00	
Totals	6.00		640.00	
Total Labor				**640.00**
		Total this Phase		**$640.00**
		Total this Invoice		**$640.00**

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695. 7245.03
MB 2011-4/89-110

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

sdw
Engineering Progress

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

April 30, 2014
Project No: 1273-W003
Invoice No: 18005

Project Manager Kyle Wallace

Project 1273-W003 Highway 98 West Elevated Tank

Professional Services from March 23, 2014 to April 26, 2014

Phase CM Hwy 98 West Elevated Tank - Construction

Professional Personnel

	Hours	Rate	Amount	
Project Engineer				
Wallace, Kyle	10.50	150.00	1,575.00	
Totals	10.50		1,575.00	
Total Labor				1,575.00
		Total this Phase		**$1,575.00**
		Total this Invoice		**$1,575.00**

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695. 7245.04
MB 2011-4/89-110

sdw
Engineering Progress

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

April 30, 2014
Project No: 1273-W007
Invoice No: 18006

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from March 23, 2014 to April 26, 2014

Phase DD Palmer's Crossing - Design Phase

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	4.50	85.00	382.50	
PROJECT ENGINEER				
Sellers, Bennie	7.00	150.00	1,050.00	
Wallace, Kyle	2.50	150.00	375.00	
Totals	14.00		1,807.50	
Total Labor				**1,807.50**
		Total this Phase		**$1,807.50**
		Total this Invoice		**$1,807.50**

Outstanding Invoices

Number	Date	Balance
17952	4/2/2014	675.00
Total		**675.00**

Total Now Due **$2,482.50**

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695.7245.51
MB 2011-4/89-110

sdw
Engineering Progress

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

April 30, 2014
Project No: 1273-W008
Invoice No: 18007

Project Manager Kyle Wallace
Project 1273-W008 ComSWIP Water Phase III - Mobile & Bouie
Professional Services from March 23, 2014 to April 26, 2014

Phase DD Mobile & Bouie - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	.50	85.00	42.50	
PROJECT ENGINEER				
Sellers, Bennie	31.00	150.00	4,650.00	
Wallace, Kyle	3.00	150.00	450.00	
Totals	34.50		5,142.50	
Total Labor				**5,142.50**
			Total this Phase	**$5,142.50**
			Total this Invoice	**$5,142.50**

Outstanding Invoices

Number	Date	Balance
17951	4/2/2014	6,225.00
Total		**6,225.00**

Total Now Due **$11,367.50**

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695.7245.52
MB 2011-4/89-110

sdw
Engineering Progress

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

April 30, 2014
Project No: 1273-W009
Invoice No: 18008

Project Manager Kyle Wallace

Project 1273-W009 ComSWIP Water - Phase IV - Misc.

Professional Services from March 23, 2014 to April 26, 2014

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	17.50	150.00	2,625.00	
Totals	17.50		2,625.00	
Total Labor				**2,625.00**
			Total this Phase	**$2,625.00**
			Total this Invoice	**$2,625.00**

Outstanding Invoices

Number	Date	Balance		
17950	4/2/2014	3,150.00		
Total		**3,150.00**		
			Total Now Due	**$5,775.00**

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695. 7245.53
MB 2011-4/89-110

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

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

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

Title: Mayor or City Clerk
(Authorized City Representative)

City of Hattiesburg, MS

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

Master

File Number: 2014-1133

File ID: 2014-1133 **Type:** Resolution **Status:** Passed

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

File Created: 05/13/2014

Brief Title: Adopt resolution to initiate Hawkins sidewalk project. **Final Action:** 05/20/2014

Minute Book Number: MB2014-137-138

Title:

Adopt a resolution to request that Mississippi Department of Transportation initiate the Hawkins Elementary School - Safe Routes to School project; Authorize Mayor to execute letter to MDOT requesting initiation of project.

Notes:

Sponsors: **Enactment Date:**

Attachments: Hawkins Project Initiation Resolution, Seyfarth_InitiationLtr (3), executed Hawkins Project Initiation Resolution RES2014-111, executed Initiation Request Letter- Hawkins

Enactment Number:

Contact: **Meeting Date:** 05/20/2014

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Adopt a resolution to request that Mississippi Department of Transportation initiate the Hawkins Elementary School - Safe Routes to School project; Authorize Mayor to execute letter to MDOT requesting initiation of project.

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

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

Nays: 0

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

ΓEL-No Vote: 0

Text of Legislative File 2014-1133

Title

Adopt a resolution to request that Mississippi Department of Transportation initiate the Hawkins Elementary School - Safe Routes to School project; Authorize Mayor to execute letter to MDOT requesting initiation of project.

Summary

Adopt a resolution to request that Mississippi Department of Transportation initiate the Hawkins Elementary School - Safe Routes to School project; Authorize Mayor to execute letter to MDOT requesting initiation of project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG, MISSISSIPPI
RESOLUTION TO INITIATE THE
HATTIESBURG SAFE ROUTES TO SCHOOL PROJECT
HAWKINS ELEMENTARY SCHOOL

WHEREAS, the City of Hattiesburg requests that the Mississippi Department of Transportation initiate the Safe Routes to School – Hawkins Elementary School, described herein; and

WHEREAS, the project will include sidewalk at Hawkins Elementary; and

WHEREAS, the preliminary engineering costs will be paid by the City of Hattiesburg; and

WHEREAS, the City of Hattiesburg understands that the Federal Funds available for this project are $198,500.00

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hattiesburg, that:

> The Mayor and City Council request that the Mississippi Department of Transportation initiate the Safe Routes to School – Hawkins Elementary School Project.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 20th day of May, 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of May, 2014.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

May 21, 2014

David H. Seyfarth, P.E.
Special Projects Engineer
Mississippi Department of Transportation
16499#B Highway 49
Saucier, MS 39574-9740

Reference: HATTIESBURG SAFE ROUTES TO SCHOOL PROJECT
HAWKINS ELEMENTARY
CITY OF HATTIESBURG, MISSISSIPPI
PROJECT INITIATION REQUEST

Dear Mr. Seyfarth,

The City of Hattiesburg respectfully requests that the Mississippi Department of Transportation initiate the above referenced project. This project will include sidewalk, signage and striping installations at Hawkins Elementary.

Enclosed please find a copy of the resolution adopted by the City on May 20, 2014 which requests that the project be initiated by MDOT, vicinity map, award letter from the Transportation Commission, a copy of the LPA's Certificate, letter from the MPO, and our most recent audit report.

The point of contact for the City regarding this project will be Craig Dearman with the City of Hattiesburg. Mr. Dearman may be reached at (601) 545-4540.

Thank you for your attention in this matter.

Sincerely,

Johnny L. DuPree, Ph.D.
Mayor, City of Hattiesburg

Enclosures

CITY OF HATTIESBURG, MISSISSIPPI
RESOLUTION TO INITIATE THE
HATTIESBURG SAFE ROUTES TO SCHOOL PROJECT
HAWKINS ELEMENTARY SCHOOL

WHEREAS, the City of Hattiesburg requests that the Mississippi Department of Transportation initiate the Safe Routes to School – Hawkins Elementary School, described herein; and

WHEREAS, the project will include sidewalk at Hawkins Elementary; and

WHEREAS, the preliminary engineering costs will be paid by the City of Hattiesburg; and

WHEREAS, the City of Hattiesburg understands that the Federal Funds available for this project are $198,500.00

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hattiesburg, that:

> The Mayor and City Council request that the Mississippi Department of Transportation initiate the Safe Routes to School – Hawkins Elementary School Project.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 20th day of May, 2014.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of May, 2014.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

May 21, 2014

David H. Seyfarth, P.E.
Special Projects Engineer
Mississippi Department of Transportation
16499#B Highway 49
Saucier, MS 39574-9740

Reference: HATTIESBURG SAFE ROUTES TO SCHOOL PROJECT
HAWKINS ELEMENTARY
CITY OF HATTIESBURG, MISSISSIPPI
PROJECT INITIATION REQUEST

Dear Mr. Seyfarth,

The City of Hattiesburg respectfully requests that the Mississippi Department of Transportation initiate the above referenced project. This project will include sidewalk, signage and striping installations at Hawkins Elementary.

Enclosed please find a copy of the resolution adopted by the City on May 20, 2014 which requests that the project be initiated by MDOT, vicinity map, award letter from the Transportation Commission, a copy of the LPA's Certificate, letter from the MPO, and our most recent audit report.

The point of contact for the City regarding this project will be Craig Dearman with the City of Hattiesburg. Mr. Dearman may be reached at (601) 545-4540.

Thank you for your attention in this matter.

Sincerely,

Johnny L. DuPree, Ph.D.
Mayor, City of Hattiesburg

Enclosures

City of Hattiesburg, MS

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

Master

File Number: 2014-1132

File ID: 2014-1132 **Type:** Resolution **Status:** Passed

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

File Created: 05/13/2014

Brief Title: Adopt resolution to initiate Tuscan Avenue sidewalk project. **Final Action:** 05/20/2014

Minute Book Number: MB2014-138

Title:

Adopt a resolution to request that Mississippi Department of Transportation initiate the Tuscan Avenue Sidewalk project; Authorize Mayor to execute letter to MDOT requesting initiation of project.

Notes:

Sponsors: **Enactment Date:**

Attachments: Tuscan Project Initiation Resolution, Seyfarth_InitiationLtr (3), executed Tuscan Project Initiation Resolution RES2014-112, executed Initiation Request Letter - Tuscan **Enactment Number:**

Contact: **Meeting Date:** 05/20/2014

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to Adopt a resolution to request that Mississippi Department of Transportation initiate the Tuscan Avenue Sidewalk project; Authorize Mayor to execute letter to MDOT requesting initiation of project.

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

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

Nays: 0

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

ΓEL-No Vote: 0

Text of Legislative File 2014-1132

Title

Adopt a resolution to request that Mississippi Department of Transportation initiate the Tuscan Avenue Sidewalk project; Authorize Mayor to execute letter to MDOT requesting initiation of project.

Summary

Adopt a resolution to request that Mississippi Department of Transportation initiate the Tuscan Avenue Sidewalk project; Authorize Mayor to execute letter to MDOT requesting initiation of project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG, MISSISSIPPI
RESOLUTION TO INITIATE THE
PEDESTRIAN AND BICYCLE IMPROVEMENTS
TUSCAN AVENUE AT WILLIAM CAREY
(EDWARDS STREET TO MARTIN LUTHER KING AVENUE)

WHEREAS, the City of Hattiesburg requests that the Mississippi Department of Transportation initiate the Pedestrian and Bicycle Improvements for Tuscan Avenue at William Carey Project, described herein; and

WHEREAS, the project will include sidewalk along Tuscan Avenue from Edwards Street to Martin Luther King Avenue; and

WHEREAS, the preliminary engineering costs will be paid by the City of Hattiesburg; and

WHEREAS, additional Right-of-Way will not be needed for this project; and

WHEREAS, the City of Hattiesburg understands that the Federal Funds available for this project are $304,684.00

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hattiesburg, that:

> The Mayor and City Council request that the Mississippi Department of Transportation initiate the Pedestrian and Bicycle Improvements for Tuscan Avenue at William Carey.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 20th day of May, 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of May, 2014.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

May 21, 2014

David H. Seyfarth, P.E.
Special Projects Engineer
Mississippi Department of Transportation
16499#B Highway 49
Saucier, MS 39574-9740

Reference: PEDESTRIAN AND BICYCLE IMPROVEMENTS
TUSCAN AVENUE AT WILLIAM CAREY (EDWARDS STREET TO MARTIN LUTHER KING AVENUE)
CITY OF HATTIESBURG, MISSISSIPPI
PROJECT INITIATION REQUEST

Dear Mr. Seyfarth,

The City of Hattiesburg respectfully requests that the Mississippi Department of Transportation initiate the above referenced project. This project will include sidewalk, signage and striping installations at William Carey.

Enclosed please find a copy of the resolution adopted by the City on May 20, 2014 which requests that the project be initiated by MDOT, vicinity map, award letter from the Transportation Commission, a copy of the LPA's Certificate, letter from the MPO, and our most recent audit report.

The point of contact for the City regarding this project will be Craig Dearman with the City of Hattiesburg. Mr. Dearman may be reached at (601) 545-4540.

Thank you for your attention in this matter.

Sincerely,

Johnny L. DuPree, Ph.D.
Mayor, City of Hattiesburg

Enclosures

CITY OF HATTIESBURG, MISSISSIPPI
RESOLUTION TO INITIATE THE
PEDESTRIAN AND BICYCLE IMPROVEMENTS
TUSCAN AVENUE AT WILLIAM CAREY
(EDWARDS STREET TO MARTIN LUTHER KING AVENUE)

WHEREAS, the City of Hattiesburg requests that the Mississippi Department of Transportation initiate the Pedestrian and Bicycle Improvements for Tuscan Avenue at William Carey Project, described herein; and

WHEREAS, the project will include sidewalk along Tuscan Avenue from Edwards Street to Martin Luther King Avenue; and

WHEREAS, the preliminary engineering costs will be paid by the City of Hattiesburg; and

WHEREAS, additional Right-of-Way will not be needed for this project; and

WHEREAS, the City of Hattiesburg understands that the Federal Funds available for this project are $304,684.00

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hattiesburg, that:

The Mayor and City Council request that the Mississippi Department of Transportation initiate the Pedestrian and Bicycle Improvements for Tuscan Avenue at William Carey.

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

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 20th day of May, 2014.

(SEAL)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of May, 2014.

ATTEST:

Connie Everett (DC)
CITY CLERK

APPROVED:

MAYOR

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

May 21, 2014

David H. Seyfarth, P.E.
Special Projects Engineer
Mississippi Department of Transportation
16499#B Highway 49
Saucier, MS 39574-9740

Reference: PEDESTRIAN AND BICYCLE IMPROVEMENTS
TUSCAN AVENUE AT WILLIAM CAREY (EDWARDS STREET TO MARTIN LUTHER KING AVENUE)
CITY OF HATTIESBURG, MISSISSIPPI
PROJECT INITIATION REQUEST

Dear Mr. Seyfarth,

The City of Hattiesburg respectfully requests that the Mississippi Department of Transportation initiate the above referenced project. This project will include sidewalk, signage and striping installations at William Carey.

Enclosed please find a copy of the resolution adopted by the City on May 20, 2014 which requests that the project be initiated by MDOT, vicinity map, award letter from the Transportation Commission, a copy of the LPA's Certificate, letter from the MPO, and our most recent audit report.

The point of contact for the City regarding this project will be Craig Dearman with the City of Hattiesburg. Mr. Dearman may be reached at (601) 545-4540.

Thank you for your attention in this matter.

Sincerely,

Johnny L. DuPree, Ph.D.
Mayor, City of Hattiesburg

Enclosures

City of Hattiesburg, MS

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

Master

File Number: 2014-155

File ID: 2014-155 **Type:** Resolution **Status:** Passed

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

File Created: 05/14/2014

Brief Title: Surplus Equipment Donation **Final Action:** 05/20/2014

Minute Book Number: MB2014-138

Title:

Adopt Resolution declaring surplus one (1) 2004 Crown Victoria (2FAFP73W84X135643) and one (1) Scag Rider Mower (S/N 7800085); authorize the donation of said items to the Town of Itta Bena.

Notes:

Sponsors: **Enactment Date:**

Attachments: RESOLUTION SURPLUS EQUIP Donation, Equipment Donation Request Public Works, Equipment Donation Request Itta Bena, executed RESOLUTION SURPLUS EQUIP Donation RES2014-113

Enactment Number:

Contact: **Meeting Date:** 05/20/2014

Drafter: Connie Everett **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt Resolution declaring surplus one (1) 2004 Crown Victoria (2FAFP73W84X135643) and one (1) Scag Rider Mower (S/N 7800085); authorize the donation of said items to the Town of Itta Bena.

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

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

Nays: 0

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

ΓEL-No Vote: 0

Text of Legislative File 2014-155

Title

Adopt Resolution declaring surplus one (1) 2004 Crown Victoria (2FAFP73W84X135643) and one (1) Scag Rider Mower (S/N 7800085); authorize the donation of said items to the Town of Itta Bena.

Summary

Resolution-surplus items donated to Town of Itta Bena

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that the following items:

Unit 14012 Ford Crown Victoria VIN 2FAFP73W84X135643
Unit 13327 Scag Rider Mower S/N 7800085

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 dispose of said vehicles and equipment in accordance with appropriate Mississippi Code statutes and;

WHEREAS, the governing authorities of the City of Hattiesburg desire to donate said items to the Town of Itta Bena.

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

Unit 14012 Ford Crown Victoria VIN 2FAFP73W84X135643
Unit 13327 Scag Rider Mower S/N 7800085

and authorize disposal of said items by donation to the Town of Itta Bena.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 20th day of May, 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of May, 2014.

ATTEST: ADOPTED:

_____ _____
CITY CLERK MAYOR

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

MEMORANDUM

TO: Mayor Johnny L. DuPree, Ph.D
City Council Members

FROM: Larry Barnes, Public Works Director

DATE: May 6, 2014

RE: City of Itta Bena Request

Enclosed is request from City of Itta Bena for various items. I recommend we donate Unit 13327 Scag Rider Mower and Unit 14012 2004 Crown Victoria to the City of Itta Bena.

Should you have any questions regarding this recommendation, please call me at 601-545-4648.

Larry Barnes
Public Works Director

Larry Barnes

TO: All MML Members
FROM: Robbie Brown, Director of Member Services
DATE: July 23, 2013
RE: Items needed

We have received a request for items needed for the City of Itta Bena. They are in need of the following:

- Rubbish Truck
- Utility Trucks (3)
- Tractor with bush hog
- Riding Mowers (2)
- Weedeaters and edgers
- Backhoe
- Trackhoe
- Police Cars (4)
- Mechanic Shop Equipment
- Hand Tools
- Power Tools
- Shovels
- Power Saw
- Hedge and Tree Trimmer Tools
- Shovels
- Rakes
- Sewer Machine
- Computers and Printers (3)
- Power Washer

If you have any of these items you can donate to the City of Itta Bena, please contact Mayor Thelma Collins at 662-254-7231.

CITY HALL CENTER
MISSISSIPPI MUNICIPAL LEAGUE

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that the following items:

Unit 14012 Ford Crown Victoria VIN 2FAFP73W84X135643
Unit 13327 Scag Rider Mower S/N 7800085

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 dispose of said vehicles and equipment in accordance with appropriate Mississippi Code statutes and;

WHEREAS, the governing authorities of the City of Hattiesburg desire to donate said items to the Town of Itta Bena.

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

Unit 14012 Ford Crown Victoria VIN 2FAFP73W84X135643
Unit 13327 Scag Rider Mower S/N 7800085

and authorize disposal of said items by donation to the Town of Itta Bena.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 20th day of May, 2014.

(S E A L)

ATTEST:

Debra K Burnado
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of May, 2014.

ATTEST:

Connie Everett (pc)
CITY CLERK

ADOPTED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1114

File ID:	2014-1114	**Type:**	Ordinance	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/09/2014
Brief Title:	Re- zoning and Use Permit on Review - 1406 Cherry St			**Final Action:**	05/20/2014
				Minute Book Number:	MB2014-138-139

Title:

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1406 Cherry Street (Parcel #038G-15-216.00, PPIN #13713, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8: Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	May PC Minutes (DRAFT), Staff Summary - William Carey (Rezoning and Use Permit (I)), Image Sheet - William Carey (IJ), Ordinance - William Carey (I), executed Ordinance - William Carey (I) ORD#3128	**Enactment Number:**	
Contact:		**Meeting Date:**	05/20/2014
Drafter:	Tamika Paige	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	05/20/2014					
1	City Council	05/20/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to APPROVE to Adopt an Ordinance (Number 3128) for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1406 Cherry Street (Parcel #038G-15-216.00, PPIN #13713, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8: Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

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

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

Nays: 0

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

Text of Legislative File 2014-1114

Title

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1406 Cherry Street (Parcel #038G-15-216.00, PPIN #13713, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8: Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Summary

Re- zoning and Use Permit on Review - 1406 Cherry St

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

May 7, 2014

The Hattiesburg Planning Commission did meet in a regular session on May 7, 2014 at 1:05 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Chairman
Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
John Blanks
Jessie Wilson

Commissioners Absent: Judy Corts
Annie Pope
Don McCleskey

Also Present: Pattie Brantley, Director of Urban Development
Michael Maret, Planner
Steve Mitchell, Building Official
Nick Williams, Website Technician

Joseph White, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:07 P.M.

INVOCATION Commissioner John Blanks, gave the invocation.

AGENDA REVIEW

There came the matter of the May 2014 Agenda. A request was made by Chairman White for a motion to Approve or Deny the May 2014 Agenda. A motion was made by Commissioner Conville to Approve the May 2014 Agenda and Seconded by Commissioner Wilson.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the April 2, 2014 minutes. A request was made by Chairman White for a motion to Approve or Deny the April 2014 Minutes. A motion was made by Commissioner Blanks to approve the minutes as amended and seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Steve Mitchell was introduced to the Commission as the new Building Official. He provided them with a report breaking down issued permits, buildings demolished, fees collected, etc., for this year to date compared to last year.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission of the actions of the City Council relative to last month's actions, noting that they were all approved. She also introduced Nick Williams, website technician, who is new to the Urban Development Department and will be assisting with updating the City of Hattiesburg's website.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. Chairman White had nothing to report.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Variance), John Anglin, Petitioner, on behalf of Turtle Creek Development, LLC, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request a variance from Section 89.04.29 (Off-Street Parking requirements) which states that two (2) parking spaces for each dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit, for properties located at 75 Cross Creek Parkway (Parcel #051M-11-011.00, PPIN #7622, Ward 3). The subject property is zoned R-3 (Multi-Family Residential) District.
Commissioner Conville left the meeting before the Business Meeting.

	Name	Address	City/State
Presented by:	John C Anglin	6652 US Hwy 98	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the variance for Off-Street Parking Requirements for Multi-Family Dwellings. She stated the basis for her motion is 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Variances), Darlene Thomas, of Image Signs, Petitioner, on behalf of Ephesus Seventh Day Adventist Church, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request variances from Article 5, Section 95.07 (2C) and (2D), and which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet, that the sign may not be internally illuminated and instead allow internal illumination, and the height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet, for a certain property located at 500 Helveston Road (Parcels #0385-21-009.00, PPIN #27423, Ward 5). The subject property is zoned R-1A (Single-Family Residential) District.

	Name	Address	City/State
Presented by:	Darlene Thomas	310 S. 25th Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Wilson made a motion to approve the variances from Article 5, Section 95.07 (2C) and (2D. She stated the basis for her motion is that granting the variances was 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman

Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Items C - J (Rezoning and Use Permit), Robert Blevins, Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification for 1406, 1412, 1506, 1508½ Cherry Street; 311 County Drive; 609, 611 Shelton Avenue, and an additional undeveloped property on Shelton (PPIN #13776) from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8 for each of the above properties.

	Name	Address	City/State
Presented by:	Robert Blevins	WCU: 498 Tuscan Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the rezoning of properties from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District, as well as approve the "Use Permit on Review" for University or College Use in the R-2 (Two-Family Residential) District. She stated the basis for her motion is the change in neighborhood character and to continue the expansion of William Carey University campus and uses. The motion was seconded by Commissioner Blanks.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 2:10 P.M.

_____
Joe White, Chairman

_____
Pattie Brantley, Director of Urban Development.

Planning Commission
Case Fact Sheet

Names of Applicant:	Robert Blevins, Petitioner William Carey University, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
1406 Cherry St	038G-15-216.00	13713	2

Requests: **Rezoning and Use Permit on Review**

Purpose of Request: To consider an application to **Rezone** the property from **R-1A (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**. The petitioner is also requesting a **"Use Permit on Review"** for a **University or College Use** as defined in **Ordinance/Section 55.3.8**.

Application Summary: The purpose of rezoning this property is to allow for growth and redevelopment for university uses.

Applicable Regulations:

SECTION 52 **R-1A SINGLE-FAMILY RESIDENTIAL DISTRICT**

52.01 General Description - The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 55 **R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description - This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1A (Single-Family Residential) District.

Present Use: Residential Structure

Surrounding Zoning and Land Use:

North: R-1A Single Family Residential District
South: R-1A Single Family Residential District
East: R-1A Single Family Residential District
West: R-3 Multi-Family Residential District / WCU

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Planned Mixed-Use District.

District Overview: The Planned Mixed-Use District provides locations for a range of compatible uses that are planned and constructed as a single, cohesive development. This district includes planned unit developments and any other mixed-use properties planned and constructed in a similar manner. In this district, a mix of residential, office, public and commercial land uses may be found that create a unique destination for living, working, and shopping.

District Characteristics: The characteristics of this district include the following: a mix of building types; single-family and multi-family residences; buildings and uses connected with sidewalks and pedestrian pathways; shared parking in public lots; green space in the form of smaller public parks, plazas, and courtyards; and buildings with both residential and commercial uses.

District Land Uses: The following land uses should be found in this district: single-family residential uses; townhomes; second-floor apartments over retail or service businesses; apartment buildings integrated into the fabric of the development (as opposed to being

positioned on out-parcels); low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and semi-public uses, such as churches, schools, and public offices; arts-related businesses; and anchor businesses such as grocery stores, movie theaters, and department stores.

Most Nearly Bounded By (streets): This parcel is bounded to the west by Cherry Street, Lafayette Avenue to the north, Shelton Avenue to the south, and Cedar Street to the east.

Adverse Influences: None

Positive Influences: Following Future Land Use Plan.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 30, 2014.

Rezoning Comments: R-2 (Two-Family Residential) District is the lowest zoning district that allows University and College uses as a use permit on review.

Rezoning Basis for Approval: 1. Change in neighborhood character based on current development activities of William Carey University.

Rezoning - Options: Recommend approval or denial of the request to change the zoning classification of a certain property located at 1406 Cherry Street (Parcel #038G-15-216.00, PPIN #13713, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District.

Use Permit Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Use Permit Basis for Approval: 1. To continue the expansion of William Carey University campus and uses.

Use Permit - Options: Recommend approval or denial of the request for a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. for the subject parcel: #038G-15-216.00 (PPIN #13713).

SUBJECT PARCELS:

1406 Cherry St, Robert Blevins (I)

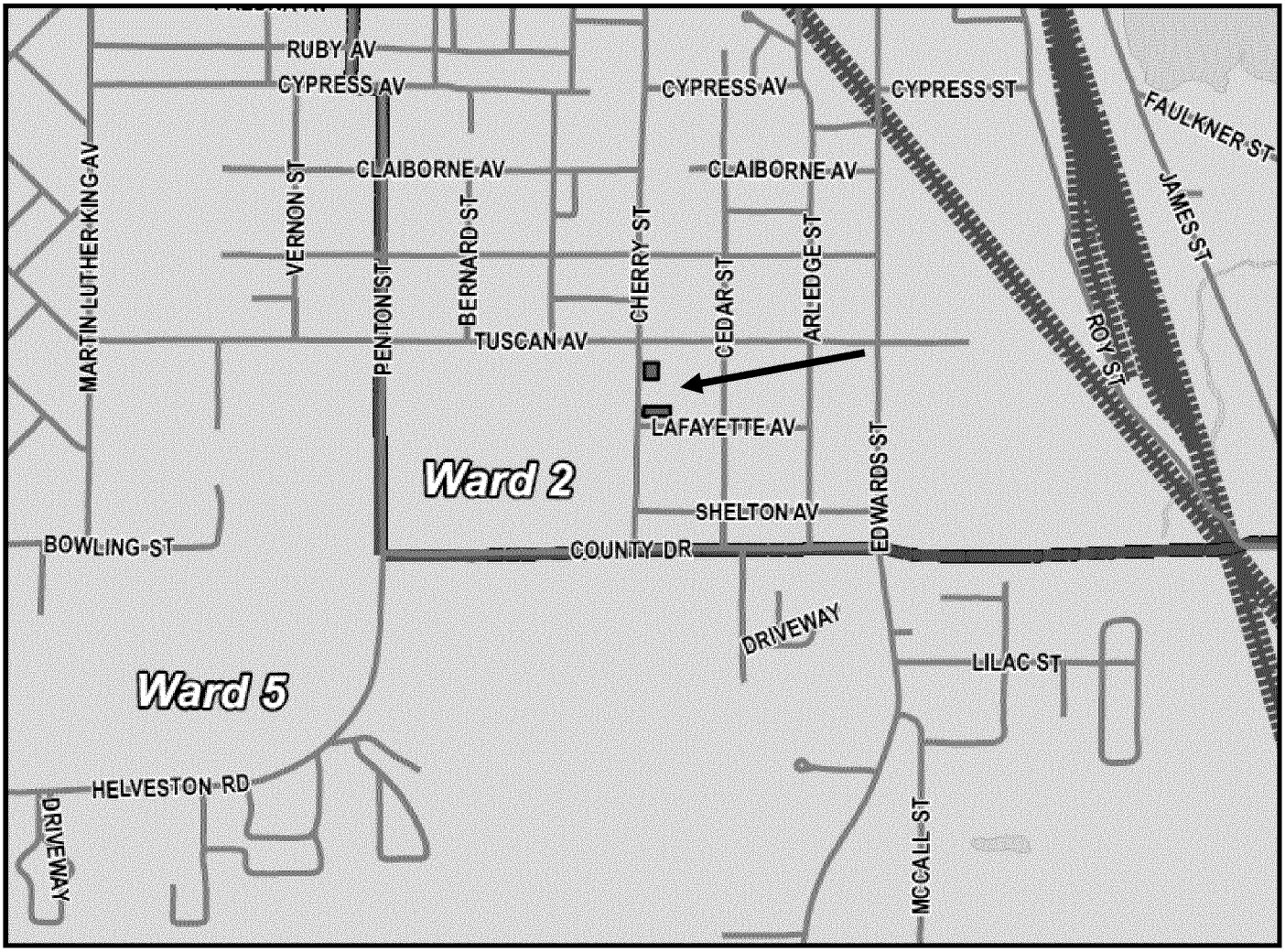
1412 Cherry St, Robert Blevins (J)

These nearby sites currently have residential structures located on them. The request for rezoning from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District would allow William Carey to use them with a "Use Permit on Review" for a University or College use, including offices and storage.

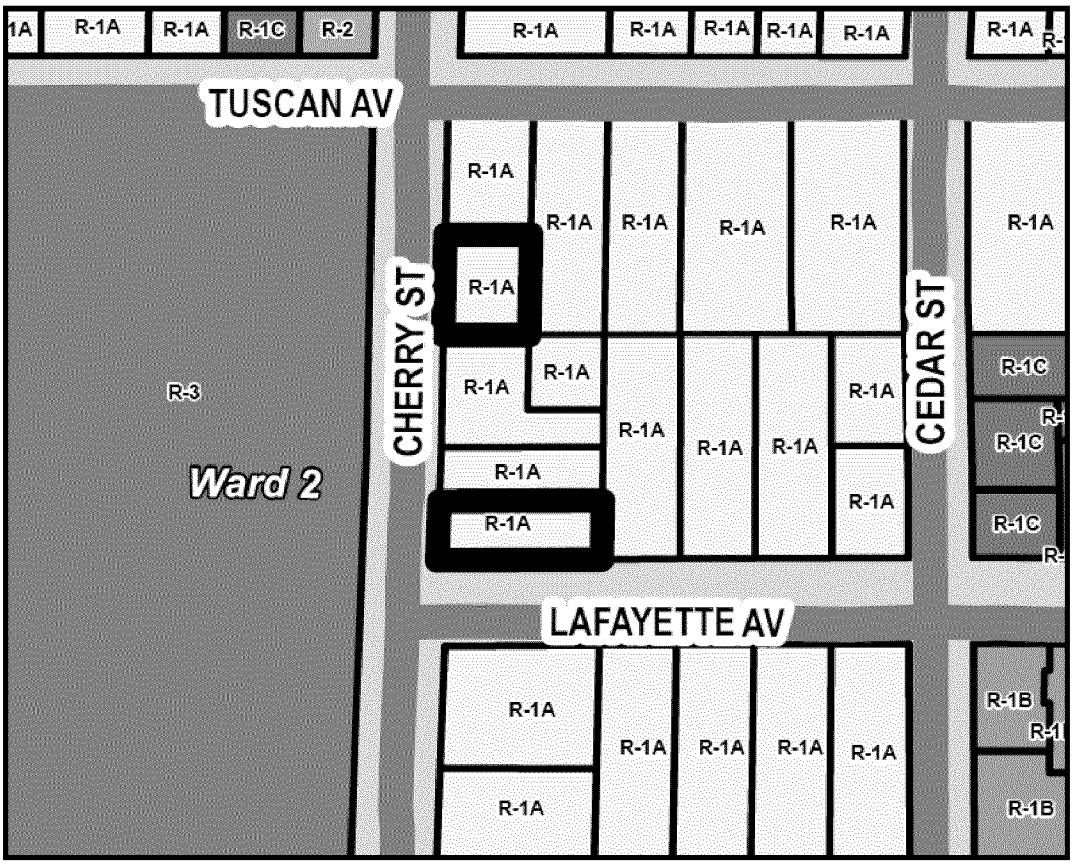




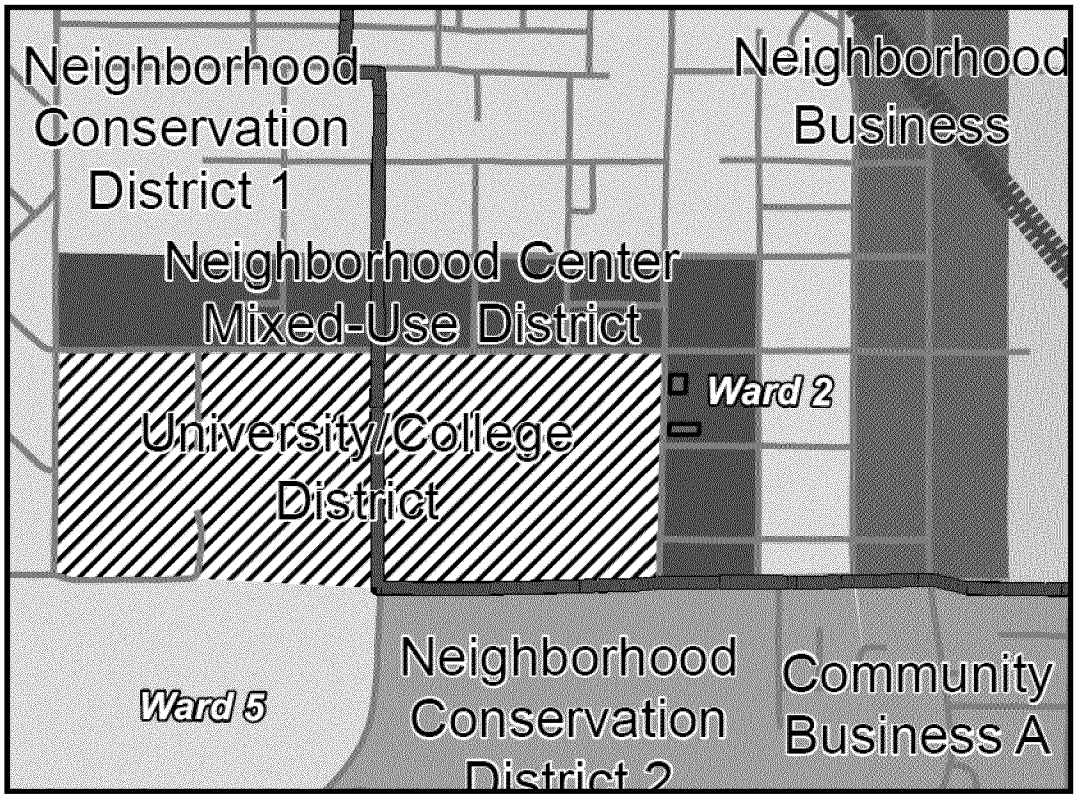
Vicinity Map



Zoning Map



Future Land Use Map



SURROUNDING AREA

Northern Direction: Residential structures zoned R-1A (Single Family Residential) District.

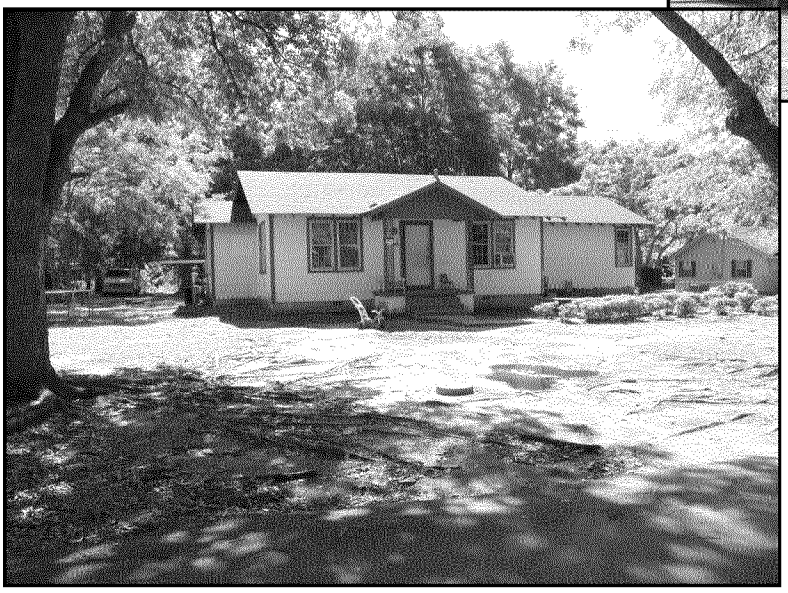




Eastern Direction: Residential structures zoned R-1A (Single Family Residential) District.



Western Direction: William Carey University zoned R-3 (Multi-Family Residential) District.



Southern Direction: Residential structures zoned R-1A (Single Family Residential) District.

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 1406 CHERRY STREET (PARCEL 038G-15-216.00, PPIN 13713, WARD 5), FROM R-1A (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13713 (1406 Cherry Street):
The South Fifty (50) feet of Lots Seven (7) and Eight (8), in Block Thirty (30) of the Burkett Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, said parcel of land having a width of 50 feet and a depth of 140 feet, together with all improvements thereon and appurtenances thereunto belonging.

AND ALSO:

All of the rights, title and interest in all of the North Ten (10) feet of Lafayette Avenue lying West of Cedar Street and East of Cherry Street and all of the East ten (10) feet of Cherry Street lying south of Tuscan Avenue and North of Lafayette Avenue, all in said Block Thirty (30) of the said Burkett Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said portion of the said Lafayette Avenue and of the said Cherry Street having been closed and vacated by Ordinance No. 1367 of the City of Hattiesburg, Mississippi, passed, adopted and approved by the Mayor and Commissioners of said City on August 31, A.D., 1959.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3128

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 1406 CHERRY STREET (PARCEL 038G-15-216.00, PPIN 13713, WARD 2), FROM R-1A (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13713 (1406 Cherry Street):
The South Fifty (50) feet of Lots Seven (7) and Eight (8), in Block Thirty (30) of the Burkett Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, said parcel of land having a width of 50 feet and a depth of 140 feet, together with all improvements thereon and appurtenances thereunto belonging.

AND ALSO:

All of the rights, title and interest in all of the North Ten (10) feet of Lafayette Avenue lying West of Cedar Street and East of Cherry Street and all of the East ten (10) feet of Cherry Street lying south of Tuscan Avenue and North of Lafayette Avenue, all in said Block Thirty (30) of the said Burkett Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said portion of the said Lafayette Avenue and of the said Cherry Street having been closed and vacated by Ordinance No. 1367 of the City of Hattiesburg, Mississippi, passed, adopted and approved by the Mayor and Commissioners of said City on August 31, A.D., 1959.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Dryden and was adopted by the following vote to-wit:

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of May A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of May A.D., 2014.

ATTEST: APPROVED:

CITY CLERK MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1115

File ID:	2014-1115	**Type:** Ordinance	**Status:** Agenda Ready
Version:	1	**Reference:**	**In Control:** City Council
			File Created: 05/09/2014
Brief Title:	Re-zoning and Use Permit on Review - 1412 Cherry St		**Final Action:** 05/20/2014
			Minute Book Number: MB2014-139

Title:

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1412 Cherry Street (Parcel #2-038G-15-221.00, PPIN #13715, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	May PC Minutes (DRAFT), Staff Summary - William Carey (Rezoning and Use Permit (J)), Image Sheet - William Carey (IJ), Ordinance - William Carey (J), executed Ordinance - William Carey (J) ORD#3129	**Enactment Number:**	
Contact:		**Meeting Date:**	05/20/2014
Drafter:	Tamika Paige	**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	05/20/2014					
1	City Council	05/20/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to APPROVE to Adopt an Ordinance (for 3129) for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1412 Cherry Street (Parcel #2-038G-15-221.00, PPIN #13715, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

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

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

Nays: 0

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

Text of Legislative File 2014-1115

Title

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1412 Cherry Street (Parcel #2-038G-15-221.00, PPIN #13715, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Summary

Re-zoning and Use Permit on Review - 1412 Cherry St

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

May 7, 2014

The Hattiesburg Planning Commission did meet in a regular session on May 7, 2014 at 1:05 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Chairman
Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
John Blanks
Jessie Wilson

Commissioners Absent: Judy Corts
Annie Pope
Don McCleskey

Also Present: Pattie Brantley, Director of Urban Development
Michael Maret, Planner
Steve Mitchell, Building Official
Nick Williams, Website Technician

Joseph White, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:07 P.M.

INVOCATION Commissioner John Blanks, gave the invocation.

AGENDA REVIEW

There came the matter of the May 2014 Agenda. A request was made by Chairman White for a motion to Approve or Deny the May 2014 Agenda. A motion was made by Commissioner Conville to Approve the May 2014 Agenda and Seconded by Commissioner Wilson.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the April 2, 2014 minutes. A request was made by Chairman White for a motion to Approve or Deny the April 2014 Minutes. A motion was made by Commissioner Blanks to approve the minutes as amended and seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Steve Mitchell was introduced to the Commission as the new Building Official. He provided them with a report breaking down issued permits, buildings demolished, fees collected, etc., for this year to date compared to last year.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission of the actions of the City Council relative to last month's actions, noting that they were all approved. She also introduced Nick Williams, website technician, who is new to the Urban Development Department and will be assisting with updating the City of Hattiesburg's website.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. Chairman White had nothing to report.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Variance), John Anglin, Petitioner, on behalf of Turtle Creek Development, LLC, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request a variance from Section 89.04.29 (Off-Street Parking requirements) which states that two (2) parking spaces for each dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit, for properties located at 75 Cross Creek Parkway (Parcel #051M-11-011.00, PPIN #7622, Ward 3). The subject property is zoned R-3 (Multi-Family Residential) District.
Commissioner Conville left the meeting before the Business Meeting.

	Name	Address	City/State
Presented by:	John C Anglin	6652 US Hwy 98	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the variance for Off-Street Parking Requirements for Multi-Family Dwellings. She stated the basis for her motion is 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Variances), Darlene Thomas, of Image Signs, Petitioner, on behalf of Ephesus Seventh Day Adventist Church, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request variances from Article 5, Section 95.07 (2C) and (2D), and which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet, that the sign may not be internally illuminated and instead allow internal illumination, and the height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet, for a certain property located at 500 Helveston Road (Parcels #0385-21-009.00, PPIN #27423, Ward 5). The subject property is zoned R-1A (Single-Family Residential) District.

	Name	Address	City/State
Presented by:	Darlene Thomas	310 S. 25th Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Wilson made a motion to approve the variances from Article 5, Section 95.07 (2C) and (2D. She stated the basis for her motion is that granting the variances was 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman

Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Items C - J (Rezoning and Use Permit), Robert Blevins, Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification for 1406, 1412, 1506, 1508½ Cherry Street; 311 County Drive; 609, 611 Shelton Avenue, and an additional undeveloped property on Shelton (PPIN #13776) from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8 for each of the above properties.

	Name	Address	City/State
Presented by:	Robert Blevins	WCU: 498 Tuscan Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the rezoning of properties from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District, as well as approve the "Use Permit on Review" for University or College Use in the R-2 (Two-Family Residential) District. She stated the basis for her motion is the change in neighborhood character and to continue the expansion of William Carey University campus and uses. The motion was seconded by Commissioner Blanks.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 2:10 P.M.

_____
Joe White, Chairman

_____
Pattie Brantley, Director of Urban Development.

Planning Commission
Case Fact Sheet

Names of Applicant:	Robert Blevins, Petitioner William Carey University, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
1412 Cherry St	038G-15-221.00	13715	2

Requests: **Rezoning and Use Permit on Review**

Purpose of Request: To consider an application to **Rezone** the property from **R-1A (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**. The petitioner is also requesting a **"Use Permit on Review"** for a **University or College Use** as defined in **Ordinance/Section 55.3.8**.

Application Summary: The purpose of rezoning this property is to allow for growth and redevelopment for university uses.

Applicable Regulations:

SECTION 52 **R-1A SINGLE-FAMILY RESIDENTIAL DISTRICT**

52.01 General Description - The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 55 **R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description - This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1A (Single-Family Residential) District.

Present Use: Residential Structure

Surrounding Zoning and Land Use:

North: R-1A Single Family Residential District
South: R-1A Single Family Residential District
East: R-1A Single Family Residential District
West: R-3 Multi-Family Residential District / WCU

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Planned Mixed-Use District.

District Overview: The Planned Mixed-Use District provides locations for a range of compatible uses that are planned and constructed as a single, cohesive development. This district includes planned unit developments and any other mixed-use properties planned and constructed in a similar manner. In this district, a mix of residential, office, public and commercial land uses may be found that create a unique destination for living, working, and shopping.

District Characteristics: The characteristics of this district include the following: a mix of building types; single-family and multi-family residences; buildings and uses connected with sidewalks and pedestrian pathways; shared parking in public lots; green space in the form of smaller public parks, plazas, and courtyards; and buildings with both residential and commercial uses.

District Land Uses: The following land uses should be found in this district: single-family residential uses; townhomes; second-floor apartments over retail or service businesses; apartment buildings integrated into the fabric of the development (as opposed to being

positioned on out-parcels); low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and semi-public uses, such as churches, schools, and public offices; arts-related businesses; and anchor businesses such as grocery stores, movie theaters, and department stores.

Most Nearly Bounded By (streets): This parcel is bounded to the west by Cherry Street, Tuscan Avenue to the north, Lafayette Avenue to the south, and Cedar Street to the east.

Adverse Influences:

Positive Influences: Following Future Land Use Plan.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 30, 2014.

Rezoning Comments: R-2 (Two-Family Residential) District is the lowest zoning district that allows University and College uses as a use permit on review.

Rezoning Basis for Approval: 1. Change in neighborhood character.

Rezoning - Options: Recommend approval or denial of the request to change the zoning classification of a certain property located at 1412 Cherry Street (Parcel #2-038G-15-221.00, PPIN #13715, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District.

Use Permit Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Use Permit Basis for Approval: 1. To continue the expansion of William Carey University campus and uses.

Use Permit - Options: Recommend approval or denial of the request for a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. for the subject parcel: #038G-15-221.00 (PPIN #13715).

SUBJECT PARCELS:

1406 Cherry St, Robert Blevins (I)

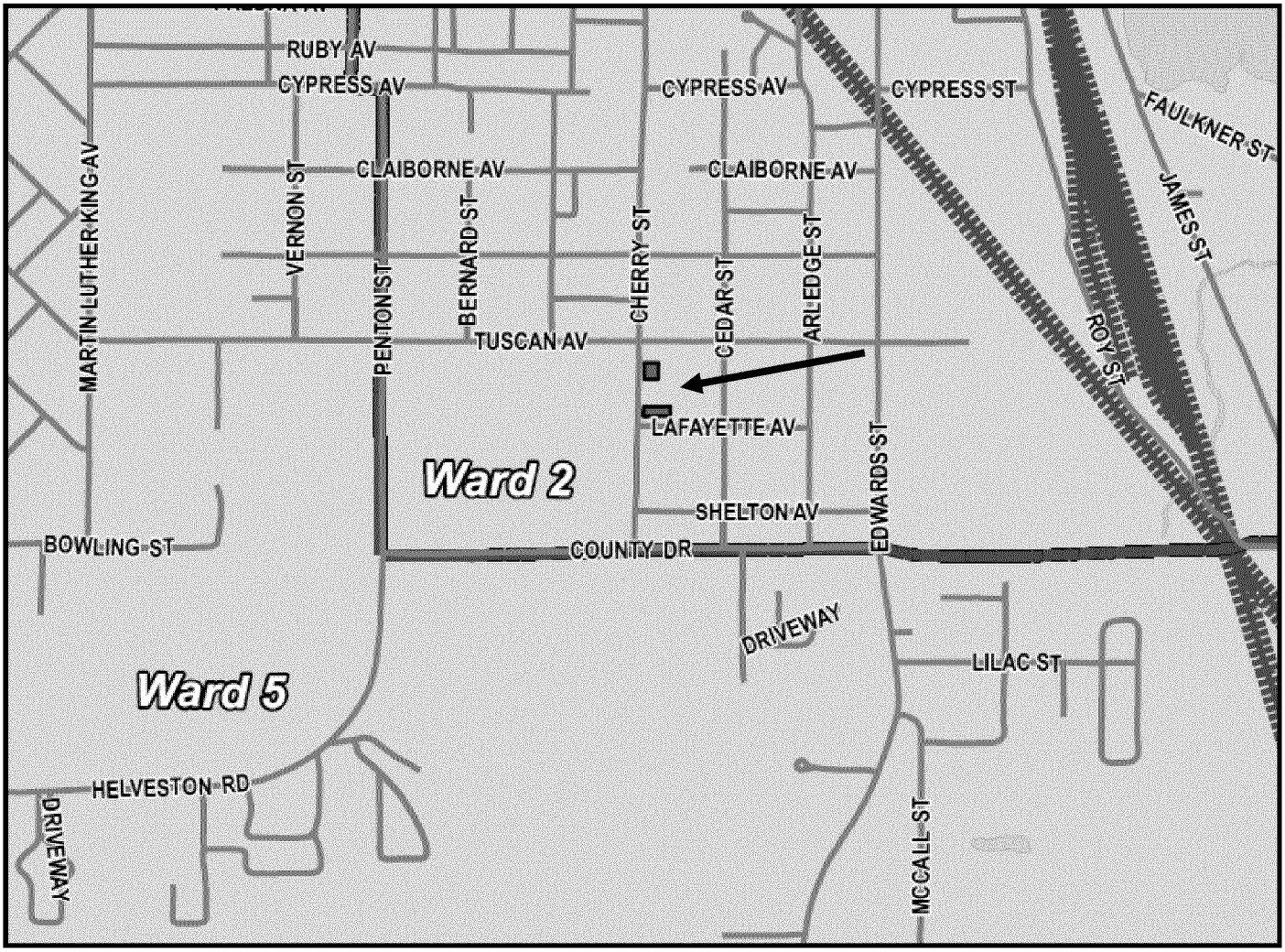
1412 Cherry St, Robert Blevins (J)

These nearby sites currently have residential structures located on them. The request for rezoning from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District would allow William Carey to use them with a "Use Permit on Review" for a University or College use, including offices and storage.

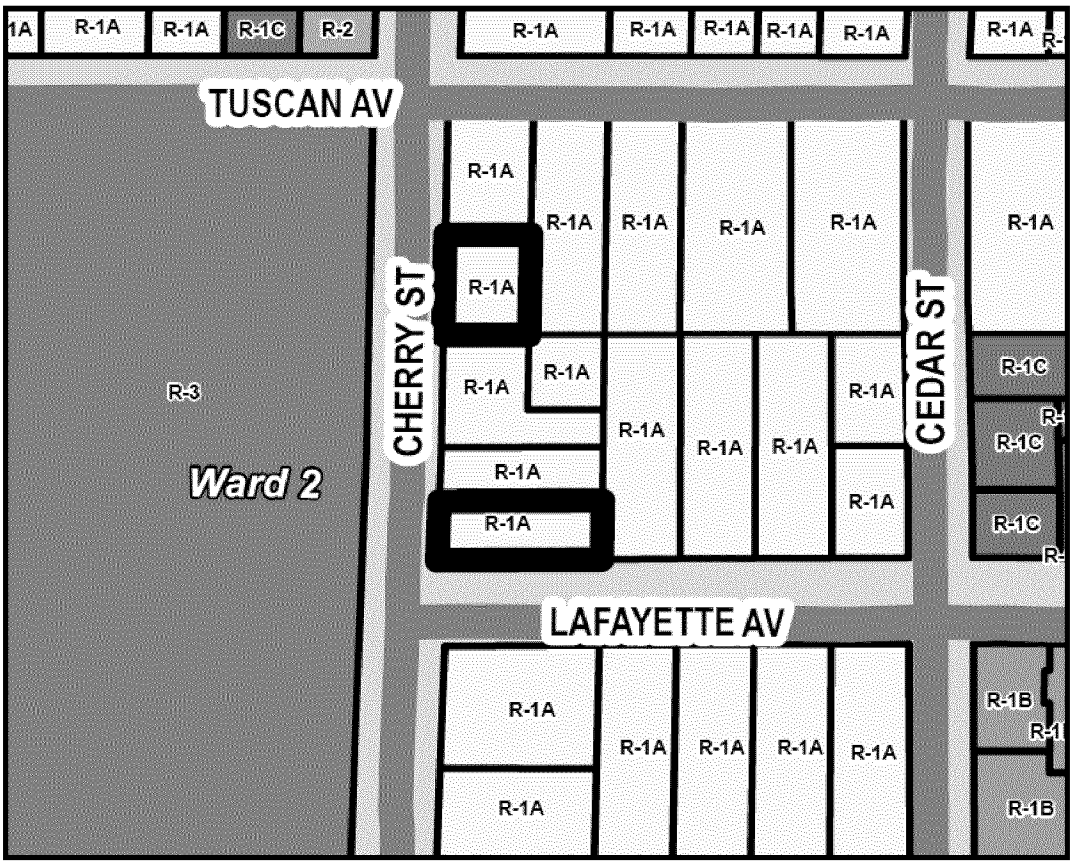




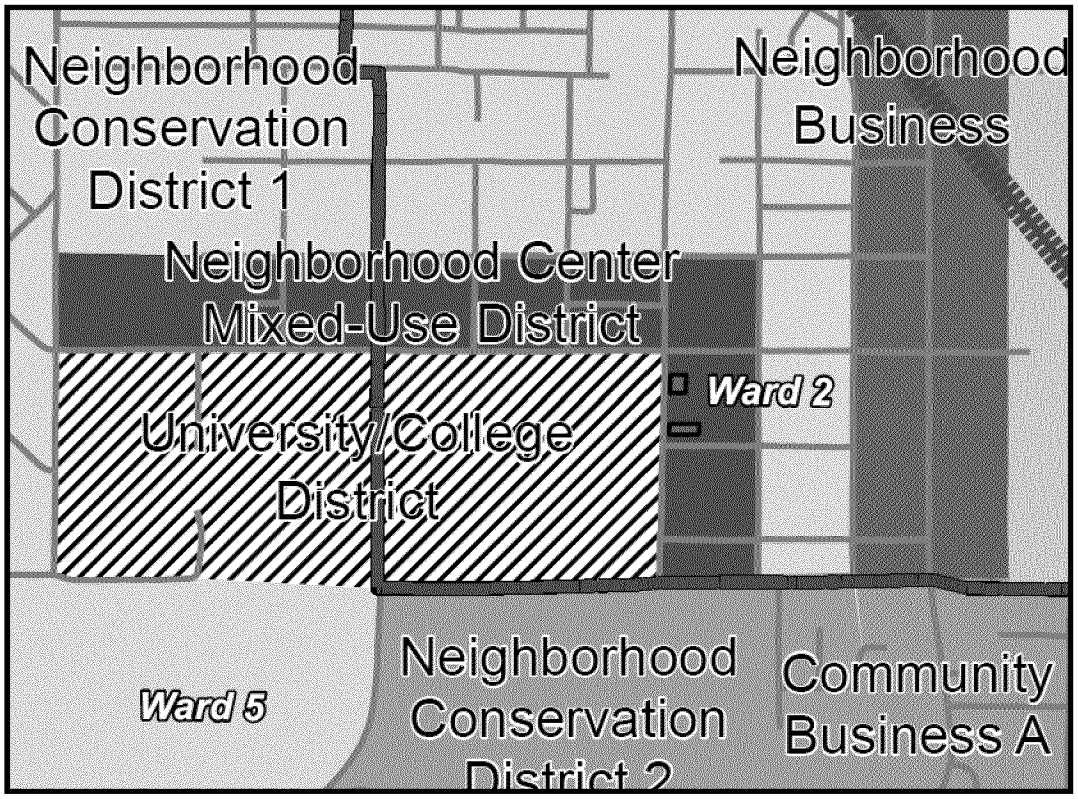
Vicinity Map



Zoning Map



Future Land Use Map



SURROUNDING AREA

Northern Direction: Residential structures zoned R-1A (Single Family Residential) District.

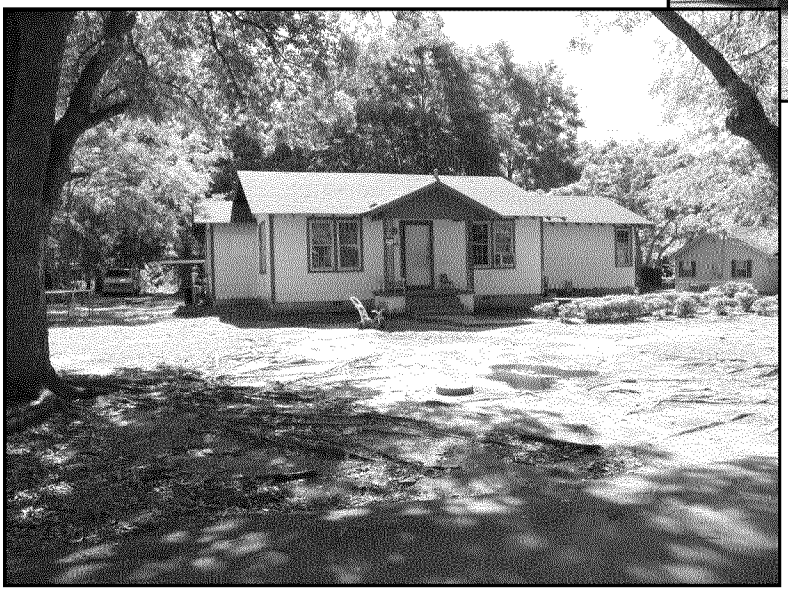




Eastern Direction: Residential structures zoned R-1A (Single Family Residential) District.



Western Direction: William Carey University zoned R-3 (Multi-Family Residential) District.



Southern Direction: Residential structures zoned R-1A (Single Family Residential) District.

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 1412 CHERRY STREET (PARCEL 038G-15-221.00, PPIN 13715, WARD 5), FROM R-1A (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13715 (1412 Cherry Street):
The South 75 feet of Lot Six (6), Block Thirty (30) of BURKETT'S SUBDIVISION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi;

AND ALSO:

A part of that part of vacated Cherry Street more particularly described as follows, to wit: Commence at the Southwest Corner of Lot6, block 30 of Burkett's Subdivision and run thence

North along the West margin of Lot 6, Block 30 of said subdivision for a distance of 75 feet, run thence West for a distance of 10 feet, run thence South for a distance of 75 feet, run thence East for a distance of 10 feet to the point of beginning; together with all improvements thereon and appurtenances thereunto belonging.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3129

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 1412 CHERRY STREET (PARCEL 038G-15-221.00, PPIN 13715, WARD 2), FROM R-1A (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13715 (1412 Cherry Street):
The South 75 feet of Lot Six (6), Block Thirty (30) of BURKETT'S SUBDIVISION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi;

AND ALSO:

A part of that part of vacated Cherry Street more particularly described as follows, to wit: Commence at the Southwest Corner of Lot6, block 30 of Burkett's Subdivision and run thence

North along the West margin of Lot 6, Block 30 of said subdivision for a distance of 75 feet, run thence West for a distance of 10 feet, run thence South for a distance of 75 feet, run thence East for a distance of 10 feet to the point of beginning; together with all improvements thereon and appurtenances thereunto belonging.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Dryden and was adopted by the following vote to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of May A.D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of May A.D., 2014.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1111

File ID: 2014-1111 **Type:** Ordinance **Status:** Agenda Ready

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

File Created: 05/09/2014

Brief Title: Re-zoning and Use Permit on Review - Cherry Street and Shelton Avenue **Final Action:** 05/20/2014

Minute Book Number: MB2014-139-140

Title:

APPROVE or DENY to Adopt Ordinances for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1506 Cherry Street (Parcel #038G-15-231.00, PPIN #13777, Ward 5), 1508 ½ Cherry Street (Parcel #038G-15-232.00, PPIN #13779, Ward 5) and an undeveloped lot along Shelton Avenue (Parcel #038H-15-171.00, PPIN #13776, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Notes:

Sponsors: **Enactment Date:**

Attachments: May PC Minutes (DRAFT), Image Sheet - William Carey (CDE), Staff Summary - William Carey (Rezoning and Use Permit (C)), Staff Summary - William Carey (Rezoning and Use Permit (D)), Staff Summary - William Carey (Rezoning and Use Permit (E)), Ordinance - William Carey (C), Ordinance - William Carey (D), Ordinance - William Carey (E), executed Ordinance - William Carey (C) ORD#3130, executed Ordinance - William Carey (D) ORD#3131, executed Ordinance - William Carey (E) ORD#3132 **Enactment Number:**

Contact: **Meeting Date:** 05/20/2014

Drafter: Tamika Paige **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

1	City Council - Amendments to the Agenda	05/20/2014		
1	City Council	05/20/2014	Adopt	Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to APPROVE to Adopt Ordinances (Numbers 3130, 3131 and 3132) for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1506 Cherry Street (Parcel #038G-15-231.00, PPIN #13777, Ward 5), 1508 ½ Cherry Street (Parcel #038G-15-232.00, PPIN #13779, Ward 5) and an undeveloped lot along Shelton Avenue (Parcel #038H-15-171.00, PPIN #13776, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

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

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

Nays: 0

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

Text of Legislative File 2014-1111

Title

APPROVE or DENY to Adopt Ordinances for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1506 Cherry Street (Parcel #038G-15-231.00, PPIN #13777, Ward 5), 1508 ½ Cherry Street (Parcel #038G-15-232.00, PPIN #13779, Ward 5) and an undeveloped lot along Shelton Avenue (Parcel #038H-15-171.00, PPIN #13776, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Summary

Re-zoning and Use Permit on Review - 1506 Cherry St, 1508 ½ Cherry Street an undeveloped lot along Shelton Ave

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

May 7, 2014

The Hattiesburg Planning Commission did meet in a regular session on May 7, 2014 at 1:05 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Chairman
Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
John Blanks
Jessie Wilson

Commissioners Absent: Judy Corts
Annie Pope
Don McCleskey

Also Present: Pattie Brantley, Director of Urban Development
Michael Maret, Planner
Steve Mitchell, Building Official
Nick Williams, Website Technician

Joseph White, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:07 P.M.

INVOCATION Commissioner John Blanks, gave the invocation.

AGENDA REVIEW

There came the matter of the May 2014 Agenda. A request was made by Chairman White for a motion to Approve or Deny the May 2014 Agenda. A motion was made by Commissioner Conville to Approve the May 2014 Agenda and Seconded by Commissioner Wilson.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the April 2, 2014 minutes. A request was made by Chairman White for a motion to Approve or Deny the April 2014 Minutes. A motion was made by Commissioner Blanks to approve the minutes as amended and seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Steve Mitchell was introduced to the Commission as the new Building Official. He provided them with a report breaking down issued permits, buildings demolished, fees collected, etc., for this year to date compared to last year.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission of the actions of the City Council relative to last month's actions, noting that they were all approved. She also introduced Nick Williams, website technician, who is new to the Urban Development Department and will be assisting with updating the City of Hattiesburg's website.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. Chairman White had nothing to report.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Variance), John Anglin, Petitioner, on behalf of Turtle Creek Development, LLC, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request a variance from Section 89.04.29 (Off-Street Parking requirements) which states that two (2) parking spaces for each dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit, for properties located at 75 Cross Creek Parkway (Parcel #051M-11-011.00, PPIN #7622, Ward 3). The subject property is zoned R-3 (Multi-Family Residential) District.
Commissioner Conville left the meeting before the Business Meeting.

	Name	Address	City/State
Presented by:	John C Anglin	6652 US Hwy 98	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the variance for Off-Street Parking Requirements for Multi-Family Dwellings. She stated the basis for her motion is 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Variances), Darlene Thomas, of Image Signs, Petitioner, on behalf of Ephesus Seventh Day Adventist Church, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request variances from Article 5, Section 95.07 (2C) and (2D), and which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet, that the sign may not be internally illuminated and instead allow internal illumination, and the height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet, for a certain property located at 500 Helveston Road (Parcels #0385-21-009.00, PPIN #27423, Ward 5). The subject property is zoned R-1A (Single-Family Residential) District.

	Name	Address	City/State
Presented by:	Darlene Thomas	310 S. 25th Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Wilson made a motion to approve the variances from Article 5, Section 95.07 (2C) and (2D. She stated the basis for her motion is that granting the variances was 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman

Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Items C - J (Rezoning and Use Permit), Robert Blevins, Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification for 1406, 1412, 1506, 1508½ Cherry Street; 311 County Drive; 609, 611 Shelton Avenue, and an additional undeveloped property on Shelton (PPIN #13776) from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8 for each of the above properties.

	Name	Address	City/State
Presented by:	Robert Blevins	WCU: 498 Tuscan Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the rezoning of properties from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District, as well as approve the "Use Permit on Review" for University or College Use in the R-2 (Two-Family Residential) District. She stated the basis for her motion is the change in neighborhood character and to continue the expansion of William Carey University campus and uses. The motion was seconded by Commissioner Blanks.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 2:10 P.M.

_____
Joe White, Chairman

_____
Pattie Brantley, Director of Urban Development.

SUBJECT PARCELS:

1506 Cherry St, Robert Blevins (C)
1508½ Cherry St, Robert Blevins (D)
PPIN 13776, Robert Blevins (E)

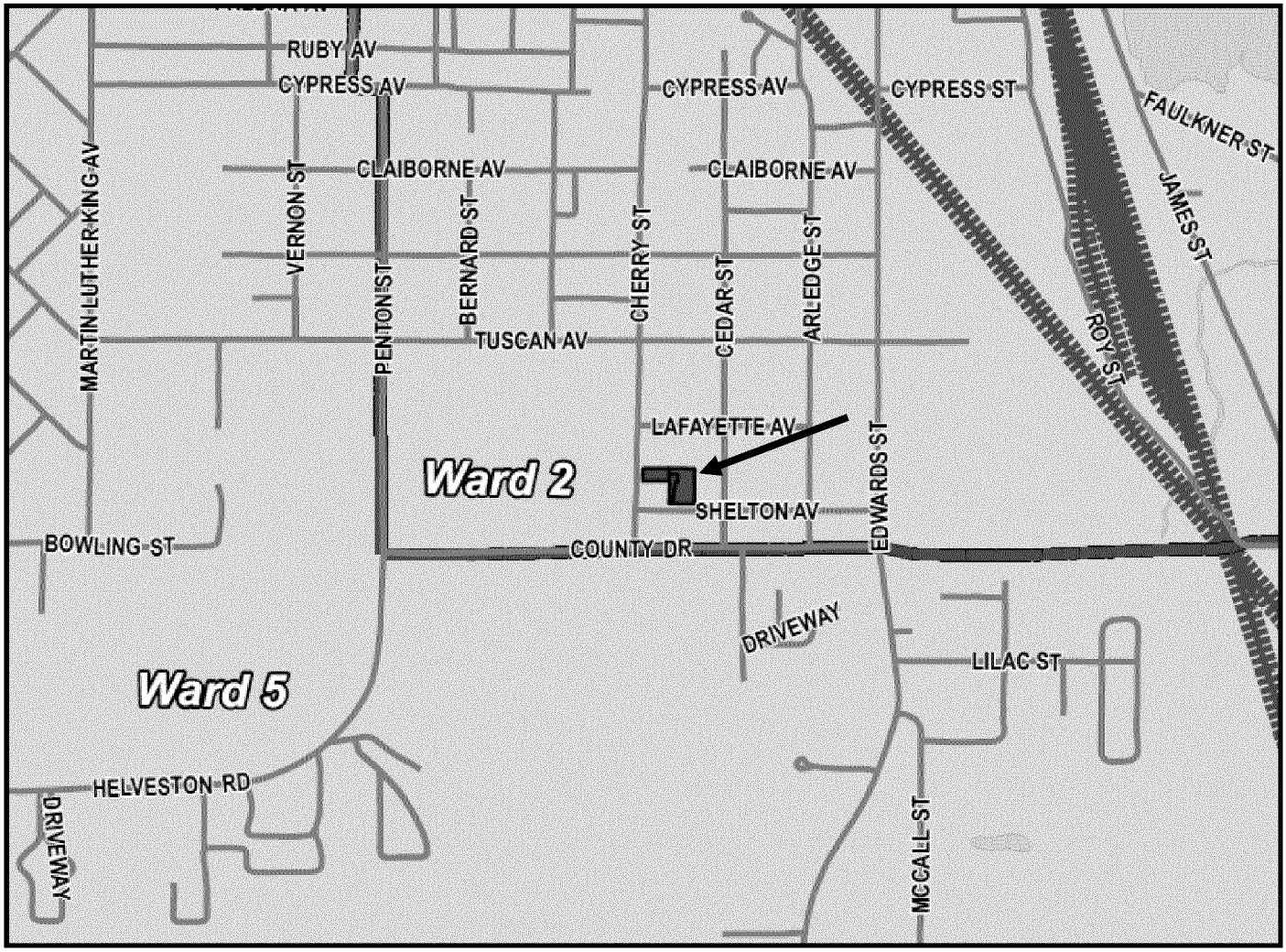
These adjacent sites include one residential structure, and two others that have been cleared of their structures. The request for rezoning from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District would allow William Carey to use them with a "Use Permit on Review" for a University or College use.



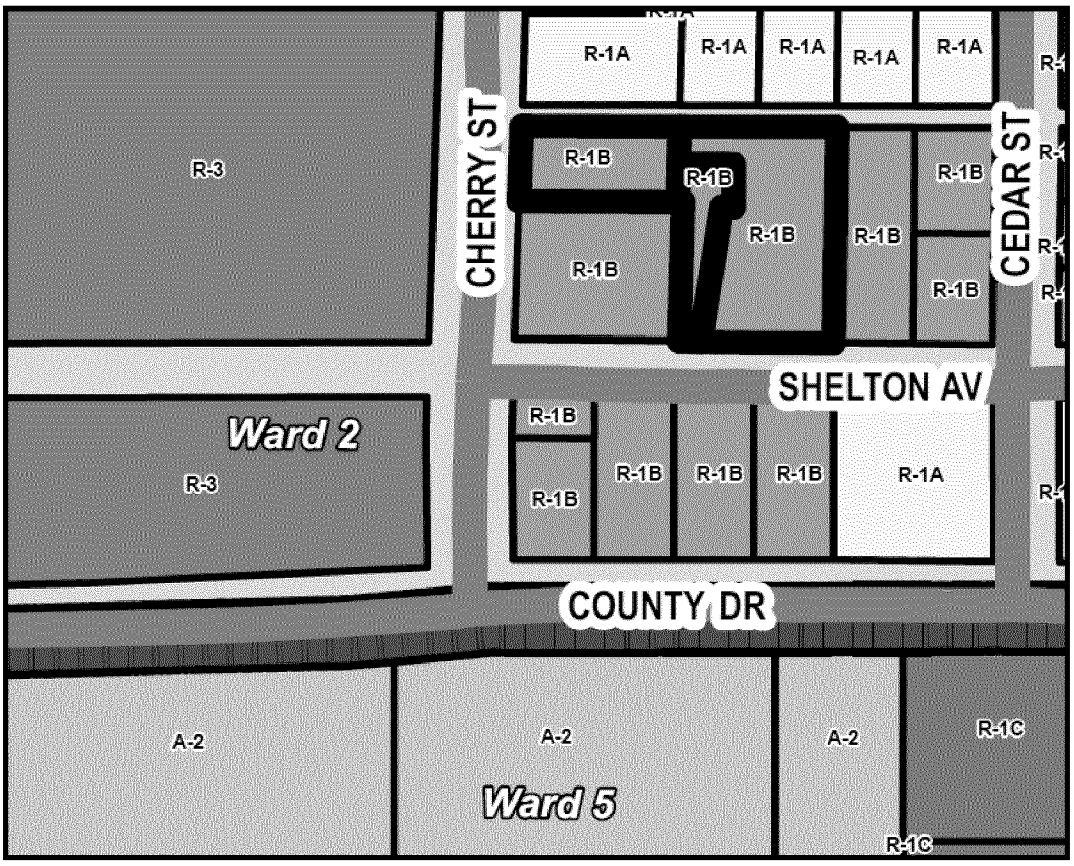




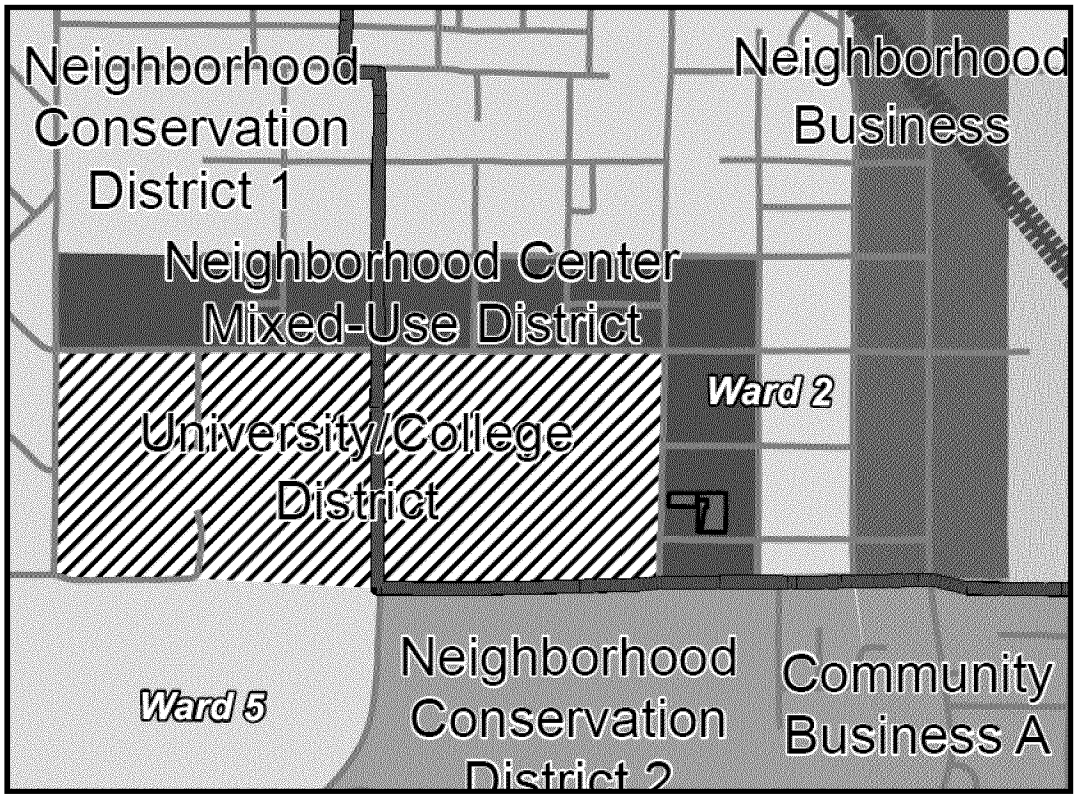
Vicinity Map



Zoning Map



Future Land Use Map



SURROUNDING AREA

Northern Direction: Residential structures zoned R-1A (Single Family Residential) District.





Eastern Direction: Residential structures zoned R-1B (Single Family Residential) District.



Western Direction: William Carey University zoned R-3 (Multi-Family Residential) District.



Southern Direction: Residential structures zoned R-1B (Single Family Residential) District.

Planning Commission
Case Fact Sheet

Names of Applicant:	Robert Blevins, Petitioner William Carey University, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
1506 Cherry St	038G-15-231.00	13777	2

Requests: **Rezoning and Use Permit on Review**

Purpose of Request: To consider an application to **Rezone** the property from **R-1B (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**. The petitioner is also requesting a **"Use Permit on Review"** for a **University or College Use** as defined in **Ordinance/Section 55.3.8**.

Application Summary: The purpose of rezoning this property is to allow for growth and redevelopment for university uses.

Applicable Regulations:

SECTION 53 **R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT**

53.01 General Description - The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 55 **R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description - This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1B (Single-Family Residential) District.

Present Use: Residential Structure

Surrounding Zoning and Land Use:

North: R-1A Single Family Residential District
South: R-1B Single Family Residential District
East: R-1B Single Family Residential District
West: R-3 Multi-Family Residential District / WCU

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Planned Mixed-Use District.

District Overview: The Planned Mixed-Use District provides locations for a range of compatible uses that are planned and constructed as a single, cohesive development. This district includes planned unit developments and any other mixed-use properties planned and constructed in a similar manner. In this district, a mix of residential, office, public and commercial land uses may be found that create a unique destination for living, working, and shopping.

District Characteristics: The characteristics of this district include the following: a mix of building types; single-family and multi-family residences; buildings and uses connected with sidewalks and pedestrian pathways; shared parking in public lots; green space in the form of smaller public parks, plazas, and courtyards; and buildings with both residential and commercial uses.

District Land Uses: The following land uses should be found in this district: single-family residential uses; townhomes; second-floor apartments over retail or service businesses; apartment buildings integrated into the fabric of the development (as opposed to being

positioned on out-parcels); low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and semi-public uses, such as churches, schools, and public offices; arts-related businesses; and anchor businesses such as grocery stores, movie theaters, and department stores.

Most Nearly Bounded By (streets): This parcel is bounded to the west by Cherry Street, Lafayette Avenue to the north, Shelton Avenue to the south, and Cedar Street to the east.

Adverse Influences: None

Positive Influences: Following Future Land Use Plan.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 23, 2014.

Rezoning Comments: R-2 (Two-Family Residential) District is the lowest zoning district that allows University and College uses as a use permit on review.

Rezoning Basis for Approval: 1. Change in neighborhood character.

Rezoning - Options: Recommend approval or denial of the request to change the zoning classification of a certain property located at 1506 Cherry Street (Parcel #038G-15-231.00, PPIN #13777, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District.

Use Permit Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Use Permit Basis for Approval: 1. To continue the expansion of William Carey University campus and uses.

Use Permit - Options: Recommend approval or denial of the request for a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. for the subject parcel: #038G-15-231.00 (PPIN #13777).

Planning Commission
Case Fact Sheet

Names of Applicant:	Robert Blevins, Petitioner William Carey University, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
1508½ Cherry St	038G-15-232.00	13779	2

Requests: **Rezoning and Use Permit on Review**

Purpose of Request: To consider an application to **Rezone** the property from **R-1B (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**. The petitioner is also requesting a **"Use Permit on Review"** for a **University or College Use** as defined in **Ordinance/Section 55.3.8**.

Application Summary: The purpose of rezoning this property is to allow for growth and redevelopment for university uses.

Applicable Regulations:

SECTION 53 **R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT**

53.01 General Description - The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 55 **R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description - This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1B (Single-Family Residential) District.

Present Use: Cleared lot.

Surrounding Zoning and Land Use:

North: R-1A Single Family Residential District
South: R-1B Single Family Residential District
East: R-1B Single Family Residential District
West: R-1B Single Family Residential District

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Planned Mixed-Use District.

District Overview: The Planned Mixed-Use District provides locations for a range of compatible uses that are planned and constructed as a single, cohesive development. This district includes planned unit developments and any other mixed-use properties planned and constructed in a similar manner. In this district, a mix of residential, office, public and commercial land uses may be found that create a unique destination for living, working, and shopping.

District Characteristics: The characteristics of this district include the following: a mix of building types; single-family and multi-family residences; buildings and uses connected with sidewalks and pedestrian pathways; shared parking in public lots; green space in the form of smaller public parks, plazas, and courtyards; and buildings with both residential and commercial uses.

District Land Uses: The following land uses should be found in this district: single-family residential uses; townhomes; second-floor apartments over retail or service businesses; apartment buildings integrated into the fabric of the development (as opposed to being

positioned on out-parcels); low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and semi-public uses, such as churches, schools, and public offices; arts-related businesses; and anchor businesses such as grocery stores, movie theaters, and department stores.

Most Nearly Bounded By (streets): This parcel is bounded to the west by Cherry Street, Lafayette Avenue to the north, Shelton Avenue to the south, and Cedar Street to the east.

Adverse Influences:

Positive Influences: Following Future Land Use Plan.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 30, 2014.

Rezoning Comments: R-2 (Two-Family Residential) District is the lowest zoning district that allows University and College uses as a use permit on review.

Rezoning Basis for Approval: 1. Change in neighborhood character.

Rezoning - Options: Recommend approval or denial of the request to change the zoning classification of a certain property located at 1508½ Cherry Street (Parcel #038G-15-232.00, PPIN #13779, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District.

Use Permit Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Use Permit Basis for Approval: 1. To continue the expansion of William Carey University campus and uses.

Use Permit - Options: Recommend approval or denial of the request for a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. for the subject parcel: #038G-15-232.00 (PPIN #13779).

Planning Commission
Case Fact Sheet

Names of Applicant:	Robert Blevins, Petitioner William Carey University, Owner		
Address of Property:	**Tax Parcels/Ward:** 038H-15-171.00	**PPIN:** 13776	**Ward:** 2

Requests: **Rezoning and Use Permit on Review**

Purpose of Request: To consider an application to **Rezone** the property from **R-1B (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**. The petitioner is also requesting a **"Use Permit on Review"** for a **University or College Use** as defined in **Ordinance/Section 55.3.8**.

Application Summary: The purpose of rezoning this property is to allow for growth and redevelopment for university uses.

Applicable Regulations:

SECTION 53 **R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT**

53.01 General Description - The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 55 **R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description - This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1B (Single-Family Residential) District.

Present Use: Forested lot.

Surrounding Zoning and Land Use:

North: R-1A Single Family Residential District
South: R-1B Single Family Residential District
East: R-1B Single Family Residential District
West: R-1B Single Family Residential District

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Planned Mixed-Use District.

District Overview: The Planned Mixed-Use District provides locations for a range of compatible uses that are planned and constructed as a single, cohesive development. This district includes planned unit developments and any other mixed-use properties planned and constructed in a similar manner. In this district, a mix of residential, office, public and commercial land uses may be found that create a unique destination for living, working, and shopping.

District Characteristics: The characteristics of this district include the following: a mix of building types; single-family and multi-family residences; buildings and uses connected with sidewalks and pedestrian pathways; shared parking in public lots; green space in the form of smaller public parks, plazas, and courtyards; and buildings with both residential and commercial uses.

District Land Uses: The following land uses should be found in this district: single-family residential uses; townhomes; second-floor apartments over retail or service businesses; apartment buildings integrated into the fabric of the development (as opposed to being

positioned on out-parcels); low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and semi-public uses, such as churches, schools, and public offices; arts-related businesses; and anchor businesses such as grocery stores, movie theaters, and department stores.

Most Nearly Bounded By (streets): This parcel is bounded to the west by Cherry Street, Lafayette Avenue to the north, Shelton Avenue to the south, and Cedar Street to the east.

Adverse Influences:

Positive Influences: Following Future Land Use Plan.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 30, 2014.

Rezoning Comments: R-2 (Two-Family Residential) District is the lowest zoning district that allows University and College uses as a use permit on review.

Rezoning Basis for Approval: 1. Change in neighborhood character.

Rezoning - Options: Recommend approval or denial of the request to change the zoning classification of a certain unaddressed property fronting Shelton Ave (Parcel #038H-15-171.00, PPIN #13776, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District.

Use Permit Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Use Permit Basis for Approval: 1. To continue the expansion of William Carey University campus and uses.

Use Permit - Options: Recommend approval or denial of the request for a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. for the subject parcel: #038H-15-171.00 (PPIN #13776).

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 1506 CHERRY STREET (PARCEL 038G-15-231.00, PPIN 13777, WARD 5), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13777 (1506 Cherry Street):
Commence at the NW corner, Lot 7, Block 35 of the BURKETT'S SUBDIVISION, in Hattiesburg, Forrest County, Mississippi, being the Point of Beginning, Thence, run East 135.0 feet: thence run South 70.0 feet; thence, run West 135.0 feet; thence, run North 70.0 feet back to the Point of Beginning. Parcel of land being a part of Lots 7 & 8; together with all improvements and appurtenances thereunto belonging.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid

Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
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BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

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A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13779 (1508 ½ Cherry Street):
A part of Lots 8 & 9, Block 35 of the Burkett's Subdivision, Hattiesburg, Forrest County, Mississippi, and more particularly described as commencing at the Southwest corner of Lot 7, Block 35 of the above said subdivision; thence North and along the West line of said Lot 7 for 130 feet; thence at an interior angle of 89 degrees 40' to the left run Easterly 135.62 feet to the Point of Beginning; thence continue Easterly and along the same line for 5 feet; thence at an exterior angle of 90 degrees 20' to the left run South 130 feet to the North line of Shelton Avenue; thence Easterly along the North line of Shelton Avenue for 17.1 feet; thence run at an interior angle of 97 degrees 49' 30" to the right run Northeasterly 127.2 feet; thence at an exterior angle of 97 degrees

30’ to the left run Easterly 11 feet; thence at an interior angle of 90 degrees 04’ 30” to the right run Northerly 40 feet; thence at an interior angle of 89 degrees 55’ 30” to the right run Westerly 51.2 feet: thence at an interior angle of 90 degrees 04’ 30” to the right run Southerly 35.9 feet to the Point of Beginning.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

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

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OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR AN UNDEVELOPED LOT ALONG SHELTON AVENUE (PARCEL 038H-15-171.00, PPIN 13776, WARD 5), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13776 (undeveloped lot along Shelton Avenue):
All of Lot 10 and Parts of Lot 9, in Block 35 of the Burkett Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi, more fully described as,

Commence at the Southeast corner of Lot 10, thence West 122.6 feet; thence North 8 degrees East 127.2 feet; thence East 11 feet; thence North 40 feet; thence West 51 feet; thence North 35 feet; thence East 145 feet; thence South 200 feet back to the Point of Beginning all in Block 35, of the Burkett Subdivision Forrest County, Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3130

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 1506 CHERRY STREET (PARCEL 038G-15-231.00, PPIN 13777, WARD 2), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13777 (1506 Cherry Street):
Commence at the NW corner, Lot 7, Block 35 of the BURKETT'S SUBDIVISION, in Hattiesburg, Forrest County, Mississippi, being the Point of Beginning, Thence, run East 135.0 feet: thence run South 70.0 feet; thence, run West 135.0 feet; thence, run North 70.0 feet back to the Point of Beginning. Parcel of land being a part of Lots 7 & 8; together with all improvements and appurtenances thereunto belonging.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid

Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Dryden and was adopted by the following vote to-wit:

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of May A.D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of May A.D., 2014.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3131

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 1508 ½ CHERRY STREET (PARCEL 038G-15-232.00, PPIN 13779, WARD 2), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

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30' to the left run Easterly 11 feet; thence at an interior angle of 90 degrees 04' 30" to the right run Northerly 40 feet; thence at an interior angle of 89 degrees 55' 30" to the right run Westerly 51.2 feet: thence at an interior angle of 90 degrees 04' 30" to the right run Southerly 35.9 feet to the Point of Beginning.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Dryden and was adopted by the following vote to-wit:

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of May A.D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of May A.D., 2014.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3132

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR AN UNDEVELOPED LOT ALONG SHELTON AVENUE (PARCEL 038H-15-171.00, PPIN 13776, WARD 2), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13776 (undeveloped lot along Shelton Avenue):
All of Lot 10 and Parts of Lot 9, in Block 35 of the Burkett Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi, more fully described as,

Commence at the Southeast corner of Lot 10, thence West 122.6 feet; thence North 8 degrees East 127.2 feet; thence East 11 feet; thence North 40 feet; thence West 51 feet; thence North 35 feet; thence East 145 feet; thence South 200 feet back to the Point of Beginning all in Block 35, of the Burkett Subdivision Forrest County, Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Dryden and was adopted by the following vote to-wit:

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of May A.D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of May A.D., 2014.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1112

File ID:	2014-1112	**Type:**	Ordinance	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/09/2014
Brief Title:	Re-zoning and Use Permit on Review - 609 Shelton Ave, 611 Shelton Ave and 311 County Dr			**Final Action:**	05/20/2014
				Minute Book Number:	MB2014-142

Title:

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 609 Shelton Avenue (Parcel #038G-15-237.00, PPIN #13785, Ward 5), 611 Shelton Ave (Parcel #038G-15-235.00, PPIN #13787, Ward 5) and 311 County Drive (Parcel #038G-15-236.00, PPIN #13786, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesbur Planning Commission recommended to APPROVE on May 7, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: May PC Minutes (DRAFT), Image Sheet - William Carey (FGH), Staff Summary - William Carey (Rezoning and Use Permit (F)), Staff Summary - William Carey (Rezoning and Use Permit (G)), Staff Summary - William Carey (Rezoning and Use Permit (H)), Ordinance - William Carey (F), Ordinance - William Carey (G), Ordinance - William Carey (H), executed Ordinance - William Carey (F) ORD#3133, executed Ordinance - William Carey (G) ORD#3134, executed Ordinance - William Carey (H) ORD#3135

Enactment Number:

Contact:

Meeting Date: 05/20/2014

Drafter: Tamika Paige

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

1	City Council - Amendments to the Agenda	05/20/2014		
1	City Council	05/20/2014	Adopt	Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to APPROVE to Adopt Ordinances (Numbers 3133, 3134 and 3135) for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 609 Shelton Avenue (Parcel #038G-15-237.00, PPIN #13785, Ward 5), 611 Shelton Ave (Parcel #038G-15-235.00, PPIN #13787, Ward 5) and 311 County Drive (Parcel #038G-15-236.00, PPIN #13786, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesbur Planning Commission recommended to APPROVE on May 7, 2014.

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

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

Nays: 0

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

Text of Legislative File 2014-1112

Title

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 609 Shelton Avenue (Parcel #038G-15-237.00, PPIN #13785, Ward 5), 611 Shelton Ave (Parcel #038G-15-235.00, PPIN #13787, Ward 5) and 311 County Drive (Parcel #038G-15-236.00, PPIN #13786, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesbur Planning Commission recommended to APPROVE on May 7, 2014.

Summary

Re-zoning and Use Permit on Review - 609 Shelton Ave, 611 Shelton Ave and 311 County Dr

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

May 7, 2014

The Hattiesburg Planning Commission did meet in a regular session on May 7, 2014 at 1:05 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Chairman
Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
John Blanks
Jessie Wilson

Commissioners Absent: Judy Corts
Annie Pope
Don McCleskey

Also Present: Pattie Brantley, Director of Urban Development
Michael Maret, Planner
Steve Mitchell, Building Official
Nick Williams, Website Technician

Joseph White, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:07 P.M.

INVOCATION Commissioner John Blanks, gave the invocation.

AGENDA REVIEW

There came the matter of the May 2014 Agenda. A request was made by Chairman White for a motion to Approve or Deny the May 2014 Agenda. A motion was made by Commissioner Conville to Approve the May 2014 Agenda and Seconded by Commissioner Wilson.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the April 2, 2014 minutes. A request was made by Chairman White for a motion to Approve or Deny the April 2014 Minutes. A motion was made by Commissioner Blanks to approve the minutes as amended and seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Steve Mitchell was introduced to the Commission as the new Building Official. He provided them with a report breaking down issued permits, buildings demolished, fees collected, etc., for this year to date compared to last year.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission of the actions of the City Council relative to last month's actions, noting that they were all approved. She also introduced Nick Williams, website technician, who is new to the Urban Development Department and will be assisting with updating the City of Hattiesburg's website.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. Chairman White had nothing to report.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Variance), John Anglin, Petitioner, on behalf of Turtle Creek Development, LLC, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request a variance from Section 89.04.29 (Off-Street Parking requirements) which states that two (2) parking spaces for each dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit, for properties located at 75 Cross Creek Parkway (Parcel #051M-11-011.00, PPIN #7622, Ward 3). The subject property is zoned R-3 (Multi-Family Residential) District.
Commissioner Conville left the meeting before the Business Meeting.

	Name	Address	City/State
Presented by:	John C Anglin	6652 US Hwy 98	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the variance for Off-Street Parking Requirements for Multi-Family Dwellings. She stated the basis for her motion is 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Variances), Darlene Thomas, of Image Signs, Petitioner, on behalf of Ephesus Seventh Day Adventist Church, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request variances from Article 5, Section 95.07 (2C) and (2D), and which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet, that the sign may not be internally illuminated and instead allow internal illumination, and the height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet, for a certain property located at 500 Helveston Road (Parcels #0385-21-009.00, PPIN #27423, Ward 5). The subject property is zoned R-1A (Single-Family Residential) District.

	Name	Address	City/State
Presented by:	Darlene Thomas	310 S. 25th Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Wilson made a motion to approve the variances from Article 5, Section 95.07 (2C) and (2D. She stated the basis for her motion is that granting the variances was 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman

Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Items C - J (Rezoning and Use Permit), Robert Blevins, Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification for 1406, 1412, 1506, 1508½ Cherry Street; 311 County Drive; 609, 611 Shelton Avenue, and an additional undeveloped property on Shelton (PPIN #13776) from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8 for each of the above properties.

	Name	Address	City/State
Presented by:	Robert Blevins	WCU: 498 Tuscan Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the rezoning of properties from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District, as well as approve the "Use Permit on Review" for University or College Use in the R-2 (Two-Family Residential) District. She stated the basis for her motion is the change in neighborhood character and to continue the expansion of William Carey University campus and uses. The motion was seconded by Commissioner Blanks.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 2:10 P.M.

_____
Joe White, Chairman

_____
Pattie Brantley, Director of Urban Development.

SUBJECT PARCELS:

609 Shelton Ave, Robert Blevins (F)
611 Shelton Ave, Robert Blevins (H)
311 Country Ave, Robert Blevins (G)

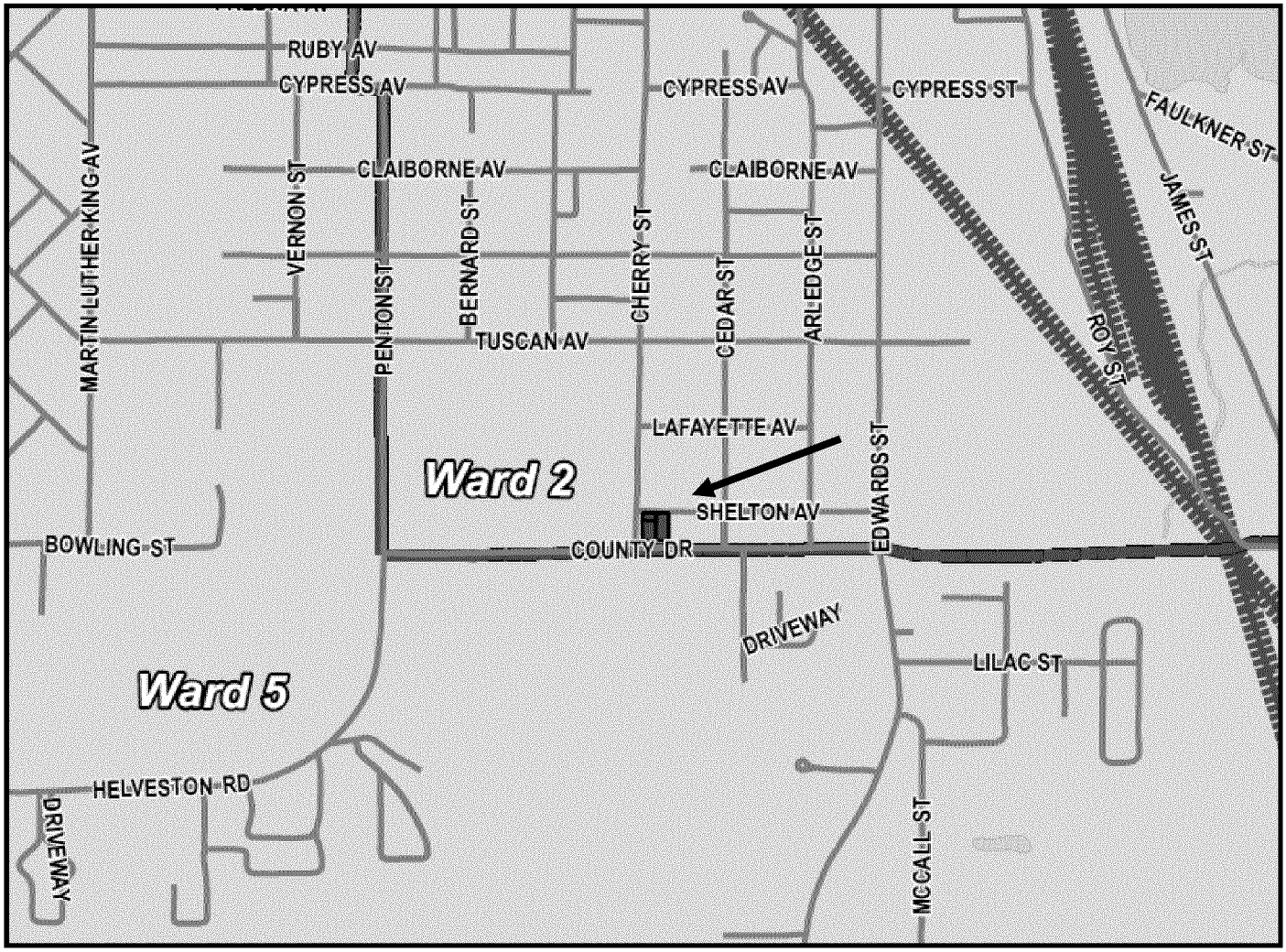
These adjacent sites have been cleared of their structures. The request for rezoning from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District would allow William Carey to use them with a "Use Permit on Review" for a University or College use.



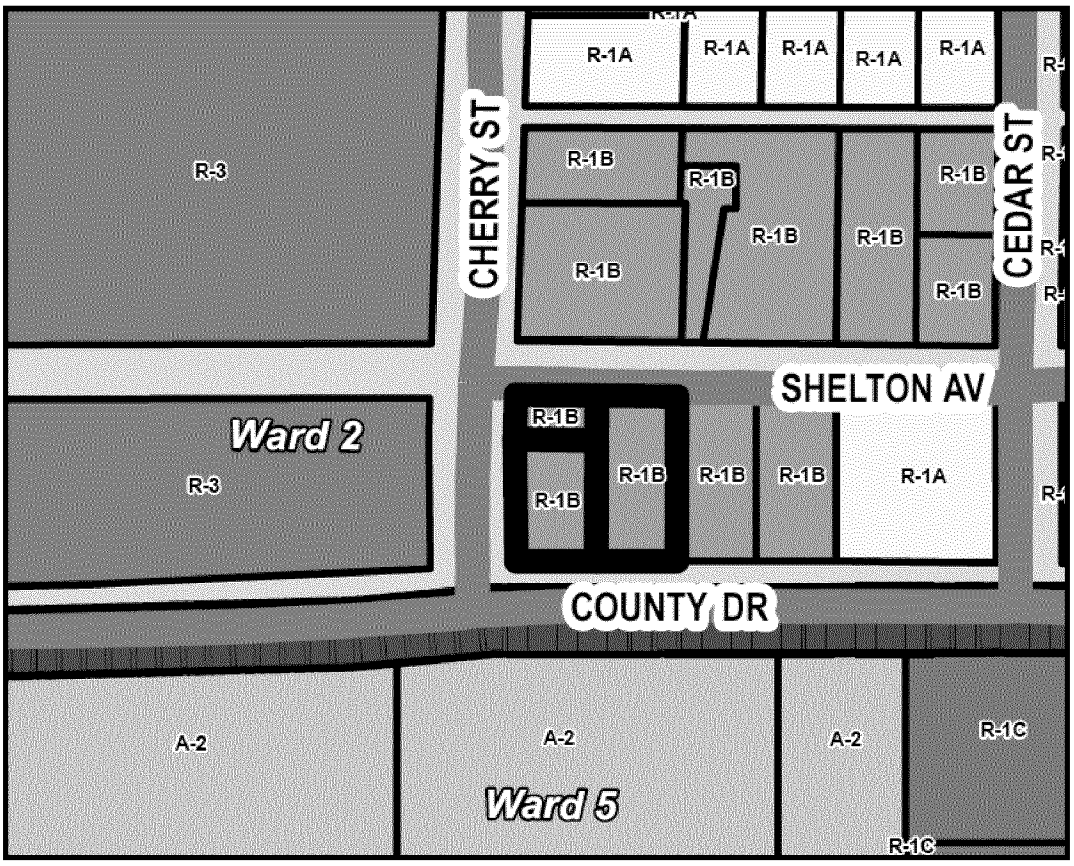




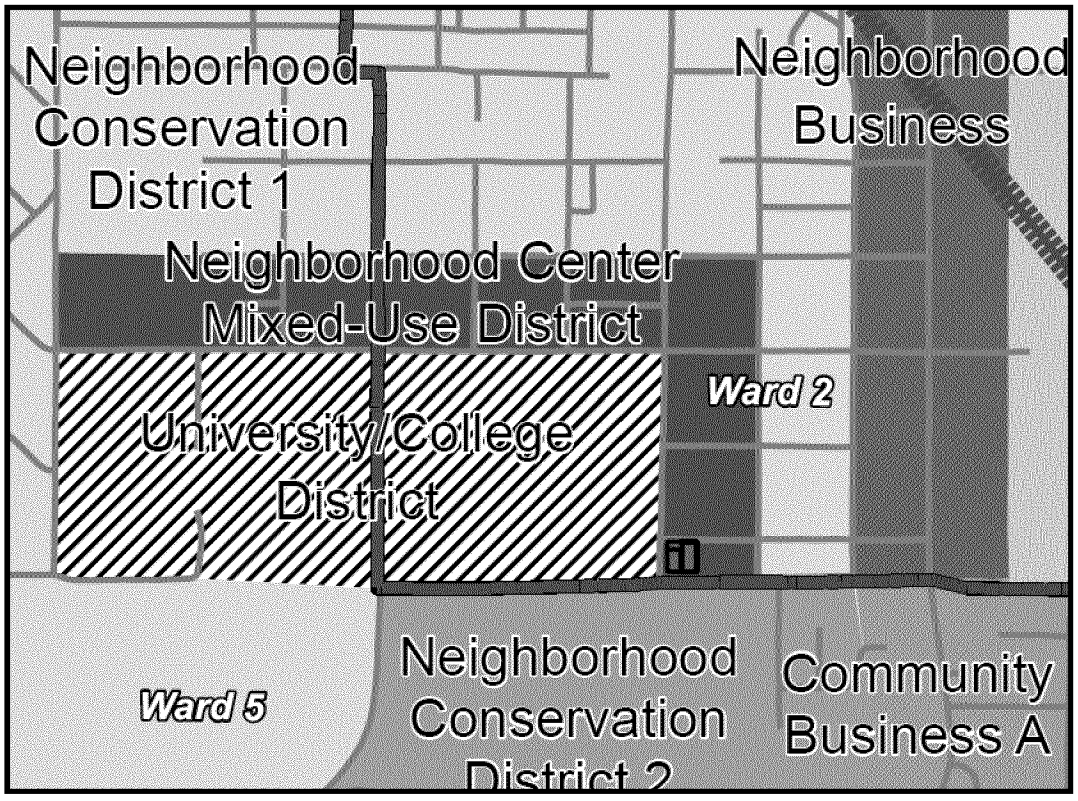
Vicinity Map



Zoning Map



Future Land Use Map



SURROUNDING AREA

Northern Direction: Residential structures zoned R-1A (Single Family Residential) District.

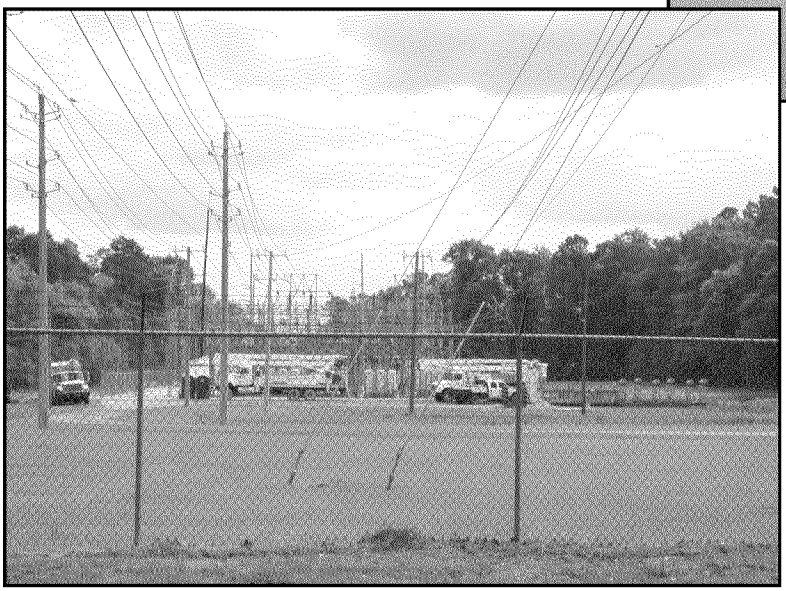




Eastern Direction: Residential structures zoned R-1B (Single Family Residential) District.



Western Direction: William Carey University zoned R-3 (Multi-Family Residential) District.



Southern Direction: Utility yard zoned A-2 (Agricultural-Residential) District.

Planning Commission
Case Fact Sheet

Names of Applicant:	Robert Blevins, Petitioner William Carey University, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
609 Shelton Ave	038G-15-237.00	13785	2

Requests: **Rezoning and Use Permit on Review**

Purpose of Request: To consider an application to **Rezone** the property from **R-1B (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**. The petitioner is also requesting a **"Use Permit on Review"** for a **University or College Use** as defined in **Ordinance/Section 55.3.8**.

Application Summary: The purpose of rezoning this property is to allow for growth and redevelopment for university uses.

Applicable Regulations:

SECTION 53 **R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT**

53.01 General Description - The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 55 **R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description - This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1B (Single-Family Residential) District.

Present Use: Cleared lot.

Surrounding Zoning and Land Use:

North: R-1B Single Family Residential District
South: A-2 Agricultural-Residential District
East: R-1B Single Family Residential District
West: R-1B Single Family Residential District

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Planned Mixed-Use District.

District Overview: The Planned Mixed-Use District provides locations for a range of compatible uses that are planned and constructed as a single, cohesive development. This district includes planned unit developments and any other mixed-use properties planned and constructed in a similar manner. In this district, a mix of residential, office, public and commercial land uses may be found that create a unique destination for living, working, and shopping.

District Characteristics: The characteristics of this district include the following: a mix of building types; single-family and multi-family residences; buildings and uses connected with sidewalks and pedestrian pathways; shared parking in public lots; green space in the form of smaller public parks, plazas, and courtyards; and buildings with both residential and commercial uses.

District Land Uses: The following land uses should be found in this district: single-family residential uses; townhomes; second-floor apartments over retail or service businesses; apartment buildings integrated into the fabric of the development (as opposed to being

positioned on out-parcels); low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and semi-public uses, such as churches, schools, and public offices; arts-related businesses; and anchor businesses such as grocery stores, movie theaters, and department stores.

Most Nearly Bounded By (streets): This parcel is bounded to the west by Cherry Street, Shelton Avenue to the north, Country Drive to the south, and Cedar Street to the east.

Adverse Influences:

Positive Influences: Following Future Land Use Plan.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 30, 2014.

Rezoning Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Rezoning Basis for Approval: 1. Change in neighborhood character.

Rezoning - Options: Recommend approval or denial of the request to change the zoning classification of a certain property located at 609 Shelton Avenue (Parcel #038G-15-237.00, PPIN #13785, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District.

Use Permit Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Use Permit Basis for Approval: 1. To continue the expansion of William Carey University campus and uses.

Use Permit - Options: Recommend approval or denial of the request for a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. for the subject parcel: #038G-15-237.00 (PPIN #13785).

Planning Commission
Case Fact Sheet

Names of Applicant:	Robert Blevins, Petitioner William Carey University, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
311 County Drive	038G-15-236.00	13786	2

Requests: **Rezoning and Use Permit on Review**

Purpose of Request: To consider an application to **Rezone** the property from **R-1B (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**. The petitioner is also requesting a **"Use Permit on Review"** for a **University or College Use** as defined in **Ordinance/Section 55.3.8**.

Application Summary: The purpose of rezoning this property is to allow for growth and redevelopment for university uses.

Applicable Regulations:

SECTION 53 **R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT**

53.01 General Description - The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 55 **R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description - This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1B (Single-Family Residential) District.

Present Use: Cleared lot.

Surrounding Zoning and Land Use:

North: R-1B Single Family Residential District
South: A-2 Agricultural-Residential District
East: R-1B Single Family Residential District
West: R-3 Multi-Family Residential District / WCU

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Planned Mixed-Use District.

District Overview: The Planned Mixed-Use District provides locations for a range of compatible uses that are planned and constructed as a single, cohesive development. This district includes planned unit developments and any other mixed-use properties planned and constructed in a similar manner. In this district, a mix of residential, office, public and commercial land uses may be found that create a unique destination for living, working, and shopping.

District Characteristics: The characteristics of this district include the following: a mix of building types; single-family and multi-family residences; buildings and uses connected with sidewalks and pedestrian pathways; shared parking in public lots; green space in the form of smaller public parks, plazas, and courtyards; and buildings with both residential and commercial uses.

District Land Uses: The following land uses should be found in this district: single-family residential uses; townhomes; second-floor apartments over retail or service businesses; apartment buildings integrated into the fabric of the development (as opposed to being

positioned on out-parcels); low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and semi-public uses, such as churches, schools, and public offices; arts-related businesses; and anchor businesses such as grocery stores, movie theaters, and department stores.

Most Nearly Bounded By (streets): This parcel is bounded to the west by Cherry Street, Shelton Avenue to the north, Country Drive to the south, and Cedar Street to the east.

Adverse Influences:

Positive Influences: Following Future Land Use Plan.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 30, 2014.

Rezoning Comments: R-2 (Two-Family Residential) District is the lowest zoning district that allows University and College uses as a use permit on review.

Rezoning Basis for Approval: 1. Change in neighborhood character.

Rezoning - Options: Recommend approval or denial of the request to change the zoning classification of a certain property located at 311 County Drive (Parcel #038G-15-236.00, PPIN #13786, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District.

Use Permit Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Use Permit Basis for Approval: 1. To continue the expansion of William Carey University campus and uses.

Use Permit - Options: Recommend approval or denial of the request for a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. for the subject parcel: #038G-15-236.00 (PPIN #13786).

Planning Commission
Case Fact Sheet

Names of Applicant:	Robert Blevins, Petitioner William Carey University, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
611 Shelton Ave	038G-15-235.00	13787	2

Requests: **Rezoning and Use Permit on Review**

Purpose of Request: To consider an application to **Rezone** the property from **R-1B (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**. The petitioner is also requesting a **"Use Permit on Review"** for a **University or College Use** as defined in **Ordinance/Section 55.3.8**.

Application Summary: The purpose of rezoning this property is to allow for growth and redevelopment for university uses.

Applicable Regulations:

SECTION 53 **R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT**

53.01 General Description - The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 55 **R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description - This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1B (Single-Family Residential) District.

Present Use: Cleared lot.

Surrounding Zoning and Land Use:

North: R-1B Single Family Residential District
South: R-1B Single Family Residential District
East: R-1B Single Family Residential District
West: R-3 Multi-Family Residential District / WCU

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Planned Mixed-Use District.

District Overview: The Planned Mixed-Use District provides locations for a range of compatible uses that are planned and constructed as a single, cohesive development. This district includes planned unit developments and any other mixed-use properties planned and constructed in a similar manner. In this district, a mix of residential, office, public and commercial land uses may be found that create a unique destination for living, working, and shopping.

District Characteristics: The characteristics of this district include the following: a mix of building types; single-family and multi-family residences; buildings and uses connected with sidewalks and pedestrian pathways; shared parking in public lots; green space in the form of smaller public parks, plazas, and courtyards; and buildings with both residential and commercial uses.

District Land Uses: The following land uses should be found in this district: single-family residential uses; townhomes; second-floor apartments over retail or service businesses; apartment buildings integrated into the fabric of the development (as opposed to being

positioned on out-parcels); low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and semi-public uses, such as churches, schools, and public offices; arts-related businesses; and anchor businesses such as grocery stores, movie theaters, and department stores.

Most Nearly Bounded By (streets): This parcel is bounded to the west by Cherry Street, Shelton Avenue to the north, Country Drive to the south, and Cedar Street to the east.

Adverse Influences:

Positive Influences: Following Future Land Use Plan.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 30, 2014.

Rezoning Comments: R-2 (Two-Family Residential) District is the lowest zoning district that allows University and College uses as a use permit on review.

Rezoning Basis for Approval: 1. Change in neighborhood character.

Rezoning - Options: Recommend approval or denial of the request to change the zoning classification of a certain property located at 611 Shelton Ave (Parcel #038G-15-235.00, PPIN #13787, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District

Use Permit Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Use Permit Basis for Approval: 1. To continue the expansion of William Carey University campus and uses.

Use Permit - Options: Recommend approval or denial of the request for a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. for the subject parcel: #038G-15-235.00 (PPIN #13787).

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 609 SHELTON AVENUE (PARCEL 038G-15-237.00, PPIN 13785, WARD 5), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13785 (609 Shelton Avenue):
Lot 5, Block 46 of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as

amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 311 COUNTY DRIVE (PARCEL 038G-15-236.00, PPIN 13786, WARD 5), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13786 (311 County Drive):
Lot 6, less North 40 feet, Block 46 of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as

amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 611 SHELTON AVENUE (PARCEL 038G-15-235.00, PPIN 13787, WARD 5), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13787 (611 Shelton Avenue):
The North 40 feet of Lot 6, Block 46 of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as

amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3133

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 609 SHELTON AVENUE (PARCEL 038G-15-237.00, PPIN 13785, WARD 2), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13785 (609 Shelton Avenue):
Lot 5, Block 46 of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as

amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Dryden and was adopted by the following vote to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of May A.D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of May A.D., 2014.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3134

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 311 COUNTY DRIVE (PARCEL 038G-15-236.00, PPIN 13786, WARD 2), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13786 (311 County Drive):
Lot 6, less North 40 feet, Block 46 of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as

amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Dryden and was adopted by the following vote to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of May A.D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of May A.D., 2014.

ATTEST:

CITY CLERK

APPROVED

MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3135

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 611 SHELTON AVENUE (PARCEL 038G-15-235.00, PPIN 13787, WARD 2), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13787 (611 Shelton Avenue):
The North 40 feet of Lot 6, Block 46 of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as

amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Dryden and was adopted by the following vote to-wit:

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of May A.D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of May A.D., 2014.

ATTEST:

Connie Everett (DC)

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1109

File ID:	2014-1109	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/09/2014
Brief Title:	Variance - 75 Cross Creek Parkway			**Final Action:**	05/20/2014
				Minute Book Number:	MB2014-141

Title:

APPROVE OR DENY the petition filed by John Anglin, Petitioner, on behalf of Turtle Creek Development, LLC, Owner, to request a variance from Section 89.04.29 (Off-Street Parking requirements) which states that two (2) parking spaces for each dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit, for properties located at 75 Cross Creek Parkway (Parcel #051M-11-011.00, PPIN #7622, Ward 3). The subject property is zoned R-3 (Multi-Family Residential) District; Hattiesburg Planning Commission recommened to APPROVE on May 7, 2014.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	May PC Minutes (DRAFT), Staff Summary - Turtle Creek Development (Parking Variance), Image Sheet - Turtle Creek Development	**Enactment Number:**	
Contact:		**Meeting Date:**	05/20/2014
Drafter:	Tamika Paige	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014	Approve				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to APPROVE the petition filed by John Anglin, Petitioner, on behalf of Turtle Creek Development, LLC, Owner, to request a variance from Section 89.04.29 (Off-Street Parking requirements) which states that two (2) parking spaces for each dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit, for properties located at 75 Cross Creek Parkway (Parcel #051M-11-011.00, PPIN #7622, Ward 3). The subject property is zoned R-3 (Multi-Family Residential) District; Hattiesburg Planning Commission recommened to APPROVE on May 7, 2014.

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

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

Nays: 0

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

Text of Legislative File 2014-1109

Title

APPROVE OR DENY the petition filed by John Anglin, Petitioner, on behalf of Turtle Creek Development, LLC, Owner, to request a variance from Section 89.04.29 (Off-Street Parking requirements) which states that two (2) parking spaces for each dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit, for properties located at 75 Cross Creek Parkway (Parcel #051M-11-011.00, PPIN #7622, Ward 3). The subject property is zoned R-3 (Multi-Family Residential) District; Hattiesburg Planning Commission recommened to APPROVE on May 7, 2014.

Summary

Variance - 75 Cross Creek Parkway

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

May 7, 2014

The Hattiesburg Planning Commission did meet in a regular session on May 7, 2014 at 1:05 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Chairman
Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
John Blanks
Jessie Wilson

Commissioners Absent: Judy Corts
Annie Pope
Don McCleskey

Also Present: Pattie Brantley, Director of Urban Development
Michael Maret, Planner
Steve Mitchell, Building Official
Nick Williams, Website Technician

Joseph White, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:07 P.M.

INVOCATION Commissioner John Blanks, gave the invocation.

AGENDA REVIEW

There came the matter of the May 2014 Agenda. A request was made by Chairman White for a motion to Approve or Deny the May 2014 Agenda. A motion was made by Commissioner Conville to Approve the May 2014 Agenda and Seconded by Commissioner Wilson.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the April 2, 2014 minutes. A request was made by Chairman White for a motion to Approve or Deny the April 2014 Minutes. A motion was made by Commissioner Blanks to approve the minutes as amended and seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Steve Mitchell was introduced to the Commission as the new Building Official. He provided them with a report breaking down issued permits, buildings demolished, fees collected, etc., for this year to date compared to last year.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission of the actions of the City Council relative to last month's actions, noting that they were all approved. She also introduced Nick Williams, website technician, who is new to the Urban Development Department and will be assisting with updating the City of Hattiesburg's website.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. Chairman White had nothing to report.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Variance), John Anglin, Petitioner, on behalf of Turtle Creek Development, LLC, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request a variance from Section 89.04.29 (Off-Street Parking requirements) which states that two (2) parking spaces for each dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit, for properties located at 75 Cross Creek Parkway (Parcel #051M-11-011.00, PPIN #7622, Ward 3). The subject property is zoned R-3 (Multi-Family Residential) District.
Commissioner Conville left the meeting before the Business Meeting.

	Name	Address	City/State
Presented by:	John C Anglin	6652 US Hwy 98	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the variance for Off-Street Parking Requirements for Multi-Family Dwellings. She stated the basis for her motion is 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Variances), Darlene Thomas, of Image Signs, Petitioner, on behalf of Ephesus Seventh Day Adventist Church, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request variances from Article 5, Section 95.07 (2C) and (2D), and which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet, that the sign may not be internally illuminated and instead allow internal illumination, and the height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet, for a certain property located at 500 Helveston Road (Parcels #0385-21-009.00, PPIN #27423, Ward 5). The subject property is zoned R-1A (Single-Family Residential) District.

	Name	Address	City/State
Presented by:	Darlene Thomas	310 S. 25th Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Wilson made a motion to approve the variances from Article 5, Section 95.07 (2C) and (2D. She stated the basis for her motion is that granting the variances was 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman

Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Items C - J (Rezoning and Use Permit), Robert Blevins, Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification for 1406, 1412, 1506, 1508½ Cherry Street; 311 County Drive; 609, 611 Shelton Avenue, and an additional undeveloped property on Shelton (PPIN #13776) from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8 for each of the above properties.

	Name	Address	City/State
Presented by:	Robert Blevins	WCU: 498 Tuscan Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the rezoning of properties from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District, as well as approve the "Use Permit on Review" for University or College Use in the R-2 (Two-Family Residential) District. She stated the basis for her motion is the change in neighborhood character and to continue the expansion of William Carey University campus and uses. The motion was seconded by Commissioner Blanks.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 2:10 P.M.

_____
Joe White, Chairman

_____
Pattie Brantley, Director of Urban Development.

Planning Commission
Case Fact Sheet

Names of Applicant:	John Anglin, Petitioner Turtle Creek Development, LLC, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
75 Cross Creek Pkwy	051M-11-011.000	7622	3

Requests: **Variance**

Purpose of Request: To consider an application for a **Variance** from **Section 89.04.29 (Off-Street Parking requirements)** which states that two (2) parking spaces for each multi-family dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit. This would allow for four hundred and twenty-five (420) parking spaces, a reduction from the required four hundred fifty-six (456) parking spaces for two hundred and twenty-eight (228) units.

Application Summary: The applicant has requested a variance to reduce the number of "spaces per unit" to more accurately reflect the parking needed within the development of single, two, and three bedroom apartments.

Applicable Regulations:

SECTION 56 **R-3 MULTI-FAMILY RESIDENTIAL DISTRICT**

56.01 General Description – This is a residential district to provide for medium and high population density. The principal use of land may range from single family dwelling units to multi-family, not exceeding eight dwelling units per lot, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal

stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 89 **PARKING OFF-STREET/ON-STREET AUTOMOBILE AND VEHICLE LOADING**

89.04 Off-Street Automobile Parking and Storage: Off-street automobile parking or storage space shall be provided on every lot on which any of the uses stated in this Section are hereafter established. The Site Plan Review Committee may permit the phased construction of the required parking spaces, where appropriate and according to the proposed building or land use, provided that adequate area exists on the site to develop the total number of required parking spaces, if needed, to support future land uses. Future parking areas shall be left undisturbed during the development of the remainder of the site. If it is necessary to grade or disturb said areas during development, the areas shall be stabilized and re-vegetated prior to the issuance of a certificate of occupancy. Where space is not available on the lot, space shall be provided within three hundred (300) feet of such uses upon approval of the Hattiesburg Planning Commission by use permit and such space shall have vehicular access to a street or alley and shall be equal in area to at least the minimum requirements for the specific use or uses as set forth herein (Amended by Ord. 2883, Sec. 1, 7/19/05):

> **29. Multi-Family Dwellings:** Two (2) parking spaces for each dwelling unit.

Present Zoning: The Parcel is currently zoned R-3 Multi-Family Residential District.

Present Use: Vacant

Surrounding Zoning and Land Use:

North: R-3 Multi-Family Residential District / Turtle Creek Apts
South: B-5 Regional Business District / Highway 98 Commercial Corridor
East: B-5 Regional Business District / Turtle Creek Mall
West: B-5 Regional Business District / Undeveloped & Open Space

Future Land Use Plan: The subject parcels are shown in the 2008 Future Land Use Map as Regional Business District.

District Overview: The Regional Business District is primarily a non-residential district located along major arterial streets and highways. Limited types of residential uses – apartment complexes and second-floor housing in strip commercial or lifestyle centers – are allowed and encouraged to locate in this district. The nature and

volume of traffic along these corridors are different from the traffic along other commercial corridors, and therefore, the land uses require special consideration. The land uses in this district may generate a higher volume of regional traffic and/or require frequent access by large trucks and commercial vehicles.

District Characteristics: The characteristics of this district include the following: suburban-style commercial centers and big-box buildings; well-positioned and screened outdoor uses; mixed-use buildings and developments; high-density residential developments such as apartment complexes; large, private parking areas; light industrial campuses and employment centers. Regulations should be established to promote development patterns for these uses that enhance the streetscape, screen outdoor storage and equipment areas from public view, and enable safe circulation among neighboring properties without requiring travel on the street or highway corridor.

District Land Uses: The following land uses should be found in this district: high-density residential uses; public and quasi-public uses; hotels and motels; general indoor and outdoor retail uses; heavy commercial and light industrial uses; service and office land uses; and light industrial campuses and corporate offices.

Most Nearly Bounded By (streets): This parcel is bounded to the east by Cross Creek Parkway, US Highway 98 to the south, W. 4th Street to the north, and Wedgewood Terrace to the west.

Adverse Influences: None

Positive Influences: Less impervious surface cover would reduce runoff, increase green space, and enhance the site.

Reduces the need for detention ponds.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 29, 2014.

Comments: Units and Proposed Parking:
1 Bedroom – 72 Units (1.5 Parking Spaces Per Unit)
2 Bedroom – 108 Units (2 Parking Spaces Per Unit)
3 Bedroom – 48 Units (2 Parking Spaces Per Unit)

Parking Spaces Required:	Parking Spaces Proposed:
1 Bedroom – 144	1 Bedroom – 108
2 Bedroom – 216	2 Bedroom – 216
3 Bedroom – 96	3 Bedroom – 96
Total – 456	Total – 420

A difference of 36 spaces.

Basis for Approval:

1. 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.

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

3. 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.

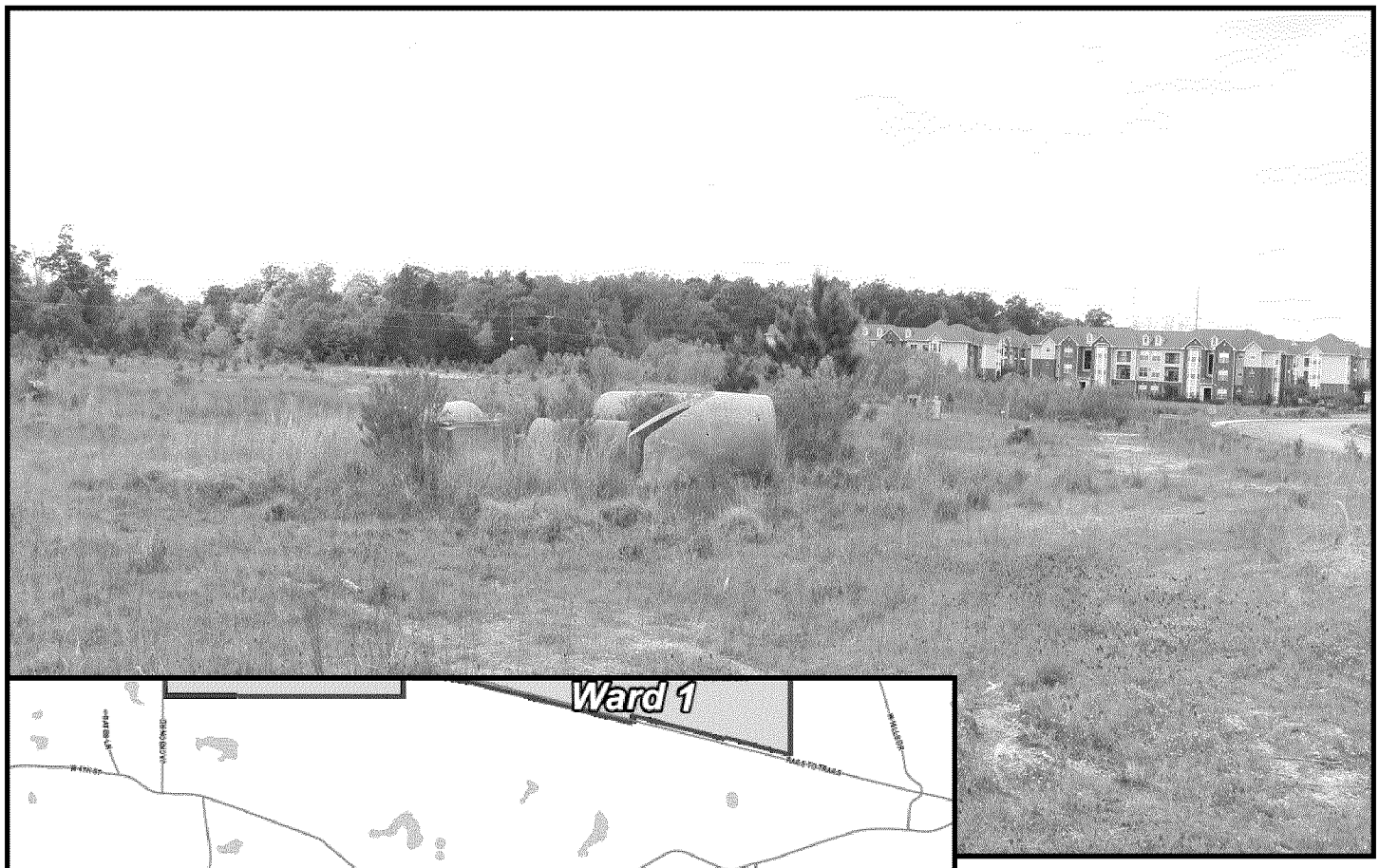
Options:

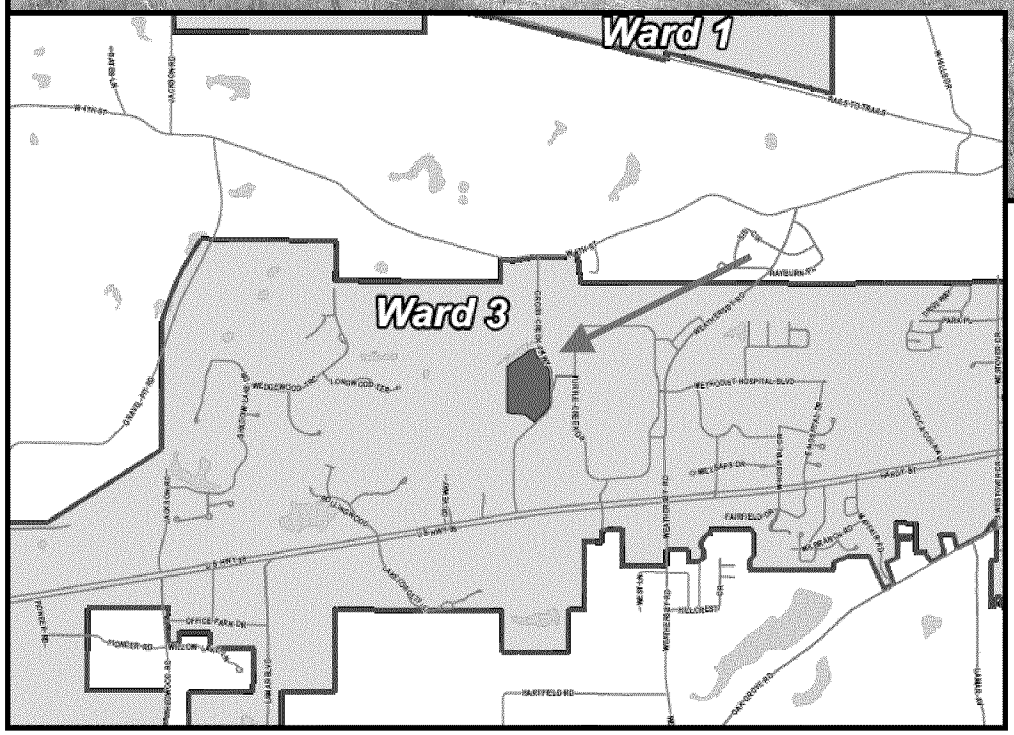
Recommend approval or denial of the request for a Variance from Section 89.04.29 (Off-Street Parking requirements) which states that two (2) parking spaces for each multi-family dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit.

SUBJECT PARCEL:

75 Cross Creek Parkway , John Anglin

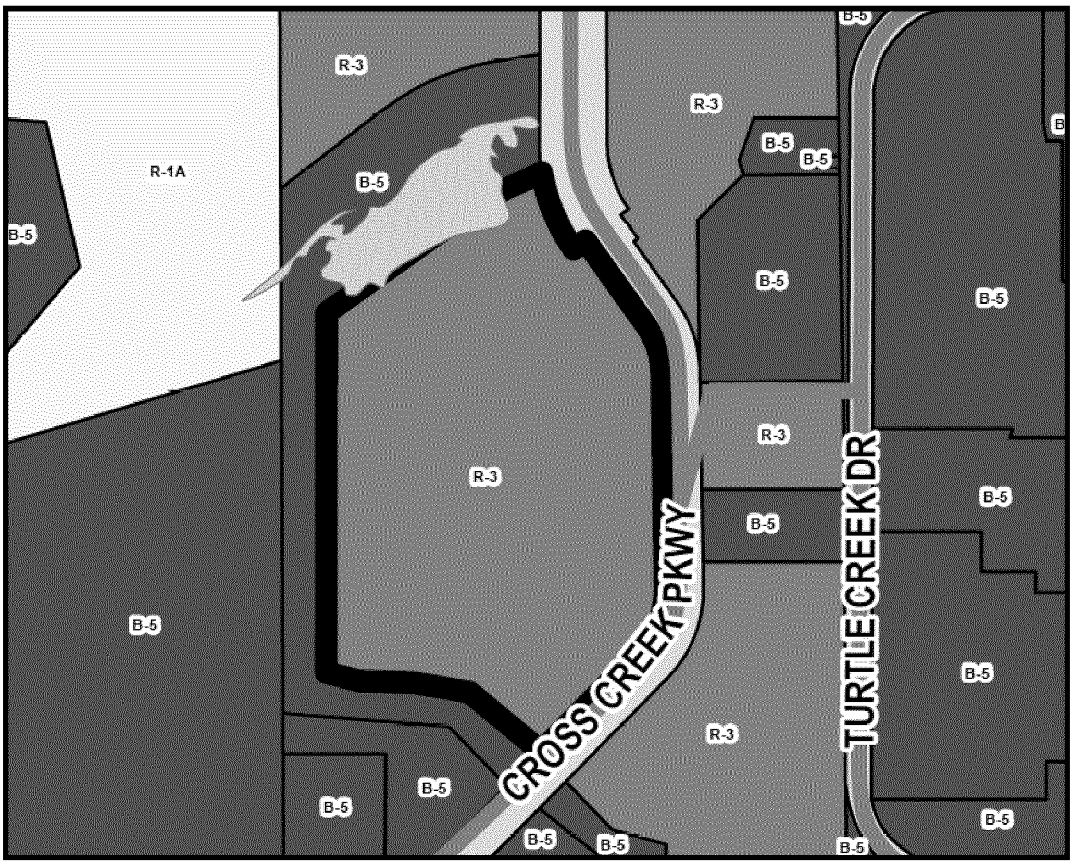
The 14.8 acre site is currently undeveloped and zoned R-3 (Multi-Family Residential) District. The request for a variance from off-street parking requirements for multi-family dwellings would allow for a reduction in impervious surface cover, storm water runoff, and increased green space while still providing adequate parking opportunities to residents.



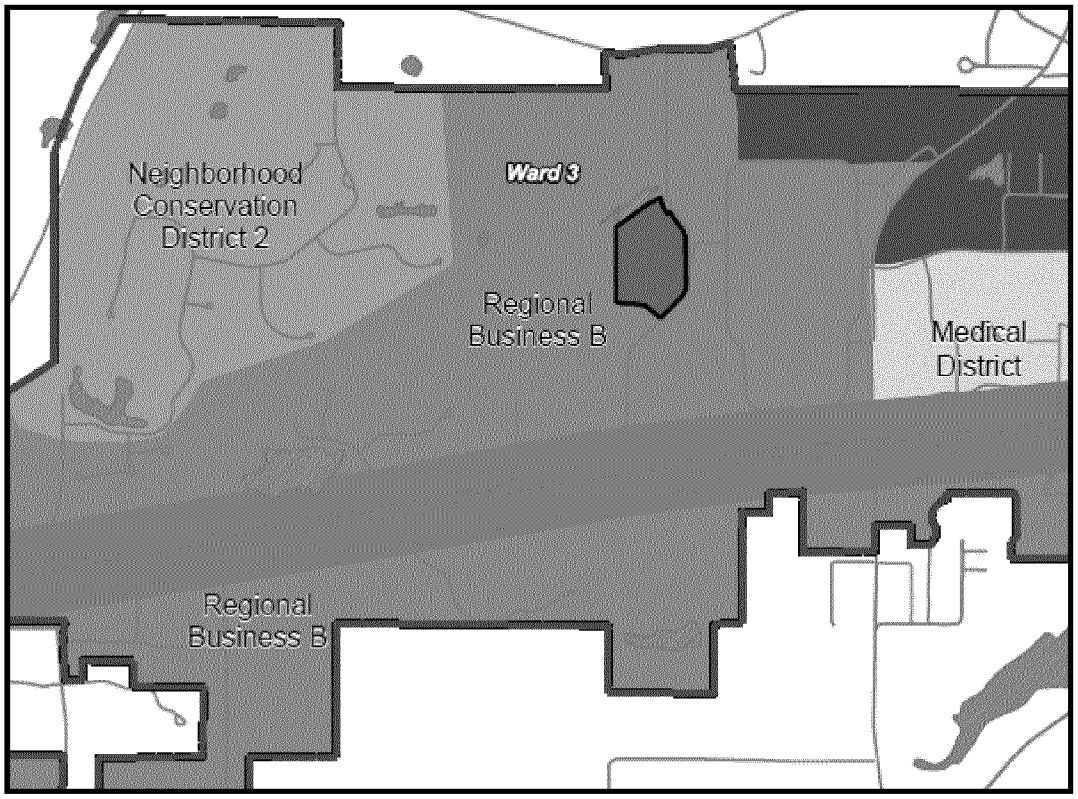


Vicinity Map

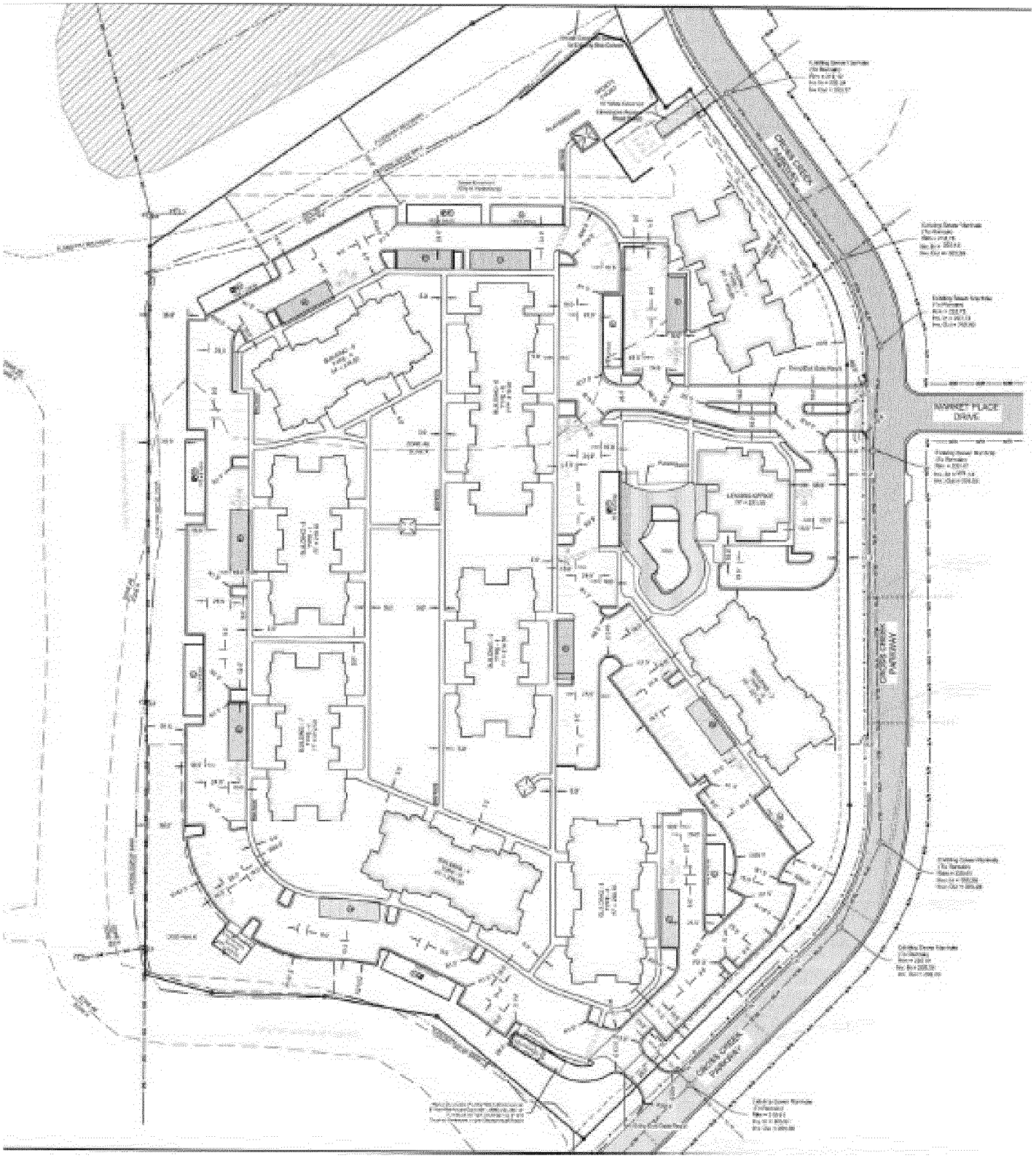
Zoning Map



Future Land Use Map



Proposed Site Plan



SURROUNDING AREA

Northern Direction: Cross Creek Apartments zoned R-3

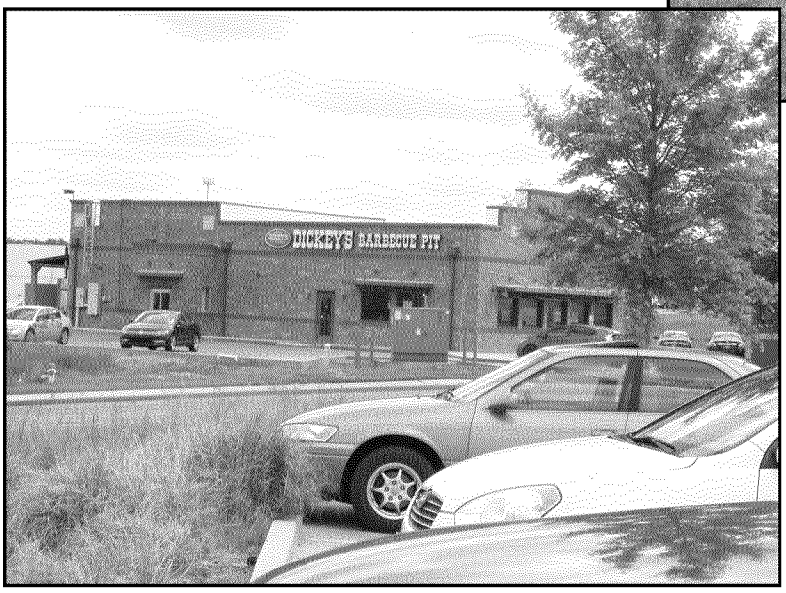




Eastern Direction: The Turtle Creek mall zoned B-5 (Regional Business) District.

Western Direction: Undeveloped land and a golf course zoned R-1A (Single-Family Residential) District and B-5 (Regional Business) District.





Southern Direction: Commercial Businesses along the US Highway 98 corridor zoned B-5 (Regional Business) District.

City of Hattiesburg, MS

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

Master

File Number: 2014-1110

File ID:	2014-1110	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/09/2014
Brief Title:	Variance - 500 Helveston Road			**Final Action:**	05/20/2014
				Minute Book Number:	MB2014-141-142

Title:

APPROVE or DENY the petition filed by Darlene Thomas, of Image Signs, Petitioner, on behalf of Ephesus Seventh Day Adventist Church, Owner, to request variances from Article 5, Section 95.07 (2C) and (2D), and which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet, that the sign may not be internally illuminated and instead allow internal illumination, and the height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet, for a certain property located at 500 Helveston Road (Parcels #0385-21-009.00, PPIN #27423, Ward 5). The subject property is zoned R-1A (Single-Family Residential) District; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	May PC Minutes (DRAFT), Image Sheet - Ephesus Church, Staff Summary - Ephesus Church (Sign Variance)	**Enactment Number:**	
Contact:		**Meeting Date:**	05/20/2014
Drafter:	Tamika Paige	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to APPROVE the petition filed by Darlene Thomas, of Image Signs, Petitioner, on behalf of Ephesus Seventh Day Adventist Church, Owner, to request variances from Article 5, Section 95.07 (2C) and (2D), and which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet, that the sign may not be internally illuminated and instead allow internal illumination, and the height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet, for a certain property located at 500 Helveston Road (Parcels #0385-21-009.00, PPIN #27423, Ward 5). The subject property is zoned R-1A (Single-Family Residential) District; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

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

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

Nays: 0

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

Text of Legislative File 2014-1110

Title

APPROVE or DENY the petition filed by Darlene Thomas, of Image Signs, Petitioner, on behalf of Ephesus Seventh Day Adventist Church, Owner, to request variances from Article 5, Section 95.07 (2C) and (2D), and which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet, that the sign may not be internally illuminated and instead allow internal illumination, and the height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet, for a certain property located at 500 Helveston Road (Parcels #0385-21-009.00, PPIN #27423, Ward 5). The subject property is zoned R-1A (Single-Family Residential) District; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Summary

Variance - 500 Helveston Road

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

May 7, 2014

The Hattiesburg Planning Commission did meet in a regular session on May 7, 2014 at 1:05 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Chairman
Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
John Blanks
Jessie Wilson

Commissioners Absent: Judy Corts
Annie Pope
Don McCleskey

Also Present: Pattie Brantley, Director of Urban Development
Michael Maret, Planner
Steve Mitchell, Building Official
Nick Williams, Website Technician

Joseph White, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:07 P.M.

INVOCATION Commissioner John Blanks, gave the invocation.

AGENDA REVIEW

There came the matter of the May 2014 Agenda. A request was made by Chairman White for a motion to Approve or Deny the May 2014 Agenda. A motion was made by Commissioner Conville to Approve the May 2014 Agenda and Seconded by Commissioner Wilson.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the April 2, 2014 minutes. A request was made by Chairman White for a motion to Approve or Deny the April 2014 Minutes. A motion was made by Commissioner Blanks to approve the minutes as amended and seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Steve Mitchell was introduced to the Commission as the new Building Official. He provided them with a report breaking down issued permits, buildings demolished, fees collected, etc., for this year to date compared to last year.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission of the actions of the City Council relative to last month's actions, noting that they were all approved. She also introduced Nick Williams, website technician, who is new to the Urban Development Department and will be assisting with updating the City of Hattiesburg's website.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. Chairman White had nothing to report.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Variance), John Anglin, Petitioner, on behalf of Turtle Creek Development, LLC, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request a variance from Section 89.04.29 (Off-Street Parking requirements) which states that two (2) parking spaces for each dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit, for properties located at 75 Cross Creek Parkway (Parcel #051M-11-011.00, PPIN #7622, Ward 3). The subject property is zoned R-3 (Multi-Family Residential) District.
Commissioner Conville left the meeting before the Business Meeting.

	Name	Address	City/State
Presented by:	John C Anglin	6652 US Hwy 98	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the variance for Off-Street Parking Requirements for Multi-Family Dwellings. She stated the basis for her motion is 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Variances), Darlene Thomas, of Image Signs, Petitioner, on behalf of Ephesus Seventh Day Adventist Church, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request variances from Article 5, Section 95.07 (2C) and (2D), and which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet, that the sign may not be internally illuminated and instead allow internal illumination, and the height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet, for a certain property located at 500 Helveston Road (Parcels #0385-21-009.00, PPIN #27423, Ward 5). The subject property is zoned R-1A (Single-Family Residential) District.

	Name	Address	City/State
Presented by:	Darlene Thomas	310 S. 25th Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Wilson made a motion to approve the variances from Article 5, Section 95.07 (2C) and (2D. She stated the basis for her motion is that granting the variances was 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman

Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Items C - J (Rezoning and Use Permit), Robert Blevins, Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification for 1406, 1412, 1506, 1508½ Cherry Street; 311 County Drive; 609, 611 Shelton Avenue, and an additional undeveloped property on Shelton (PPIN #13776) from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8 for each of the above properties.

	Name	Address	City/State
Presented by:	Robert Blevins	WCU: 498 Tuscan Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the rezoning of properties from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District, as well as approve the "Use Permit on Review" for University or College Use in the R-2 (Two-Family Residential) District. She stated the basis for her motion is the change in neighborhood character and to continue the expansion of William Carey University campus and uses. The motion was seconded by Commissioner Blanks.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 2:10 P.M.

_____
Joe White, Chairman

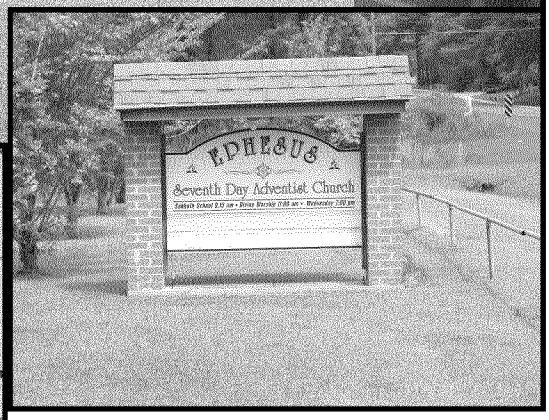
_____
Pattie Brantley, Director of Urban Development.

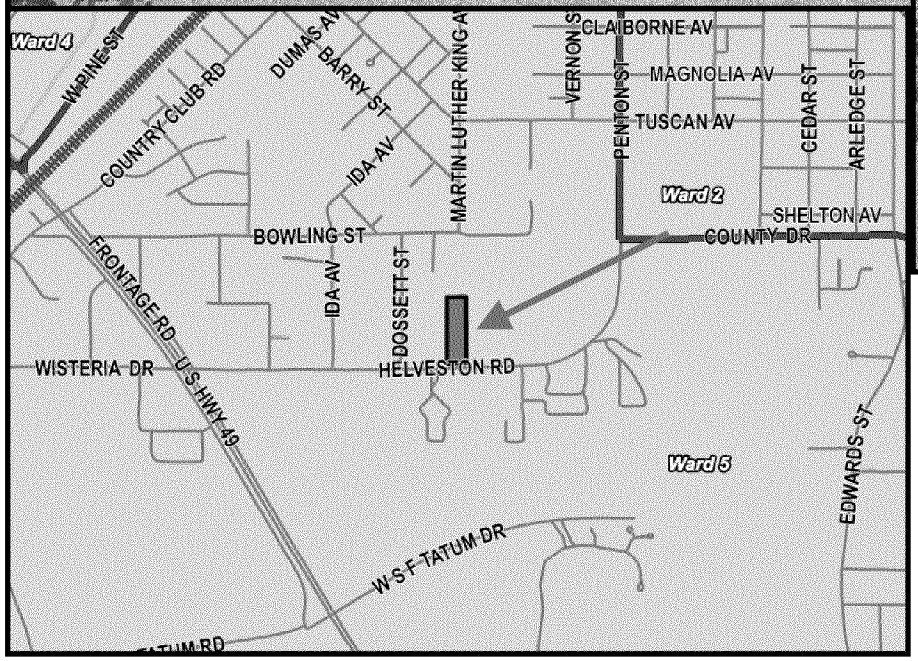
SUBJECT PARCEL:

500 Helveston Road, Darlene Thomas

The site is occupied by the Ephesus Seventh Day Adventist Church. The request for a sign variance for the square footage, height, and internal illumination of the sign would allow the church to replace their existing sign by erecting an already purchased nonconforming sign in the R-1A (Single-Family Residential) District

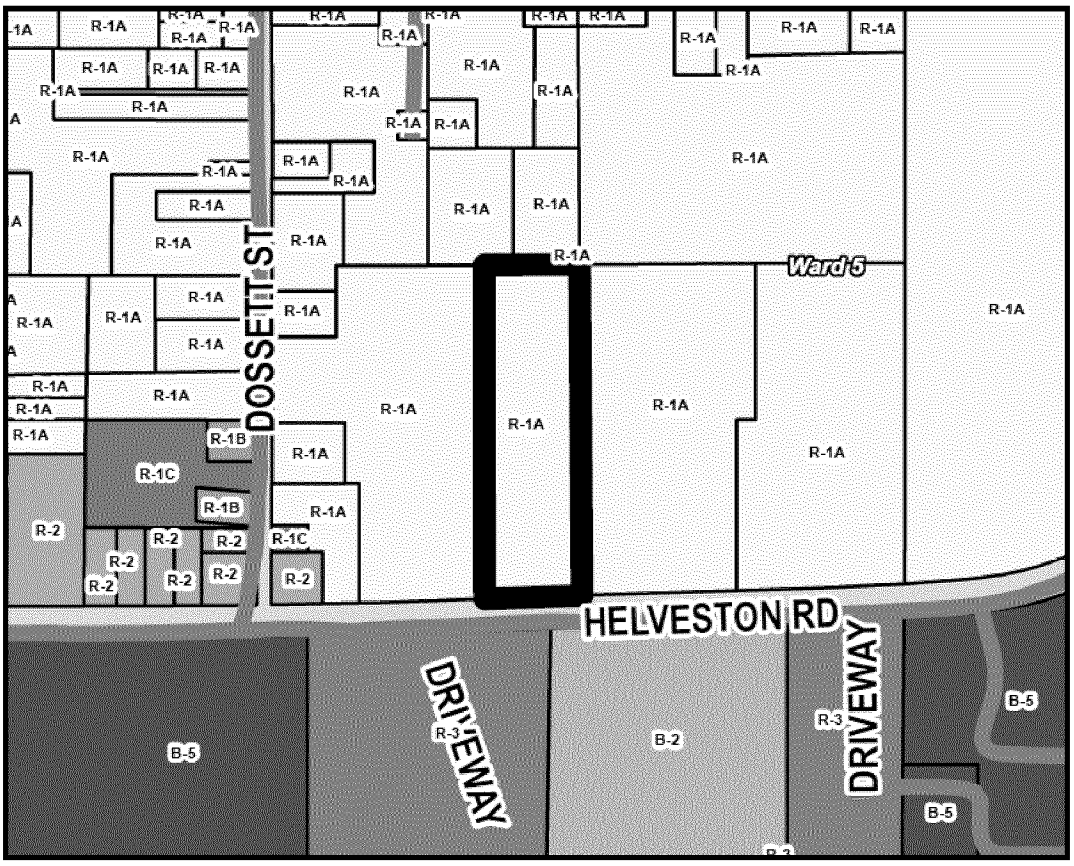




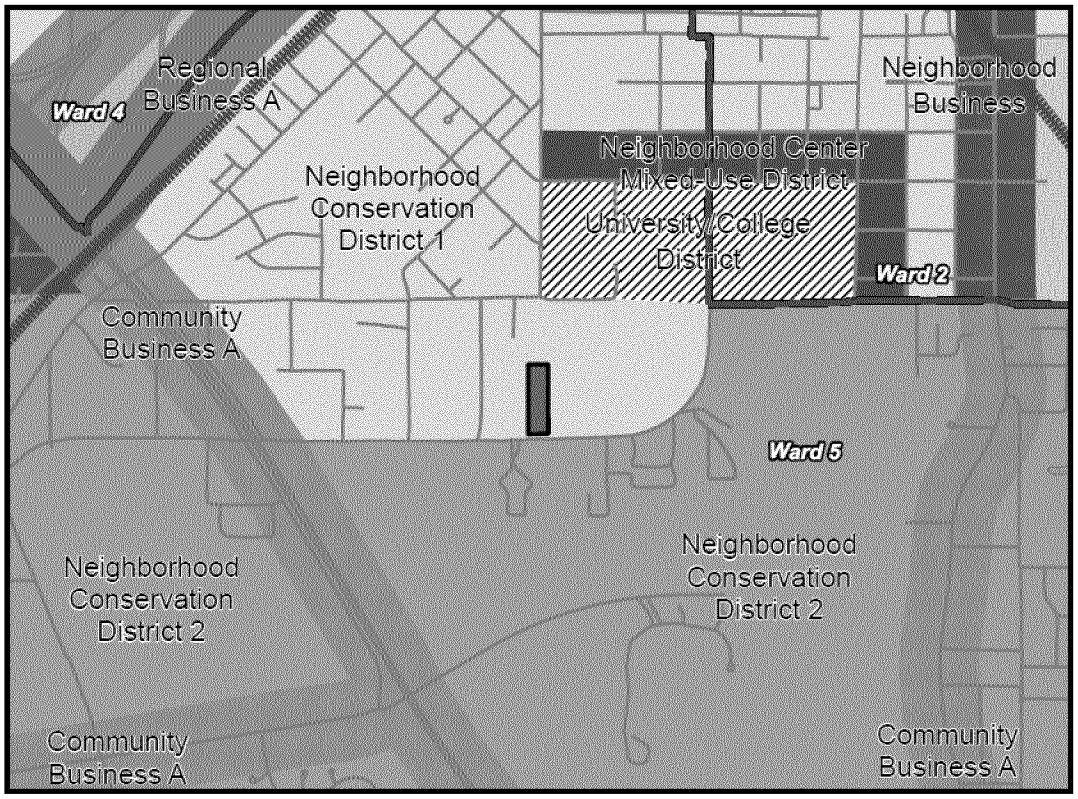


Vicinity Map

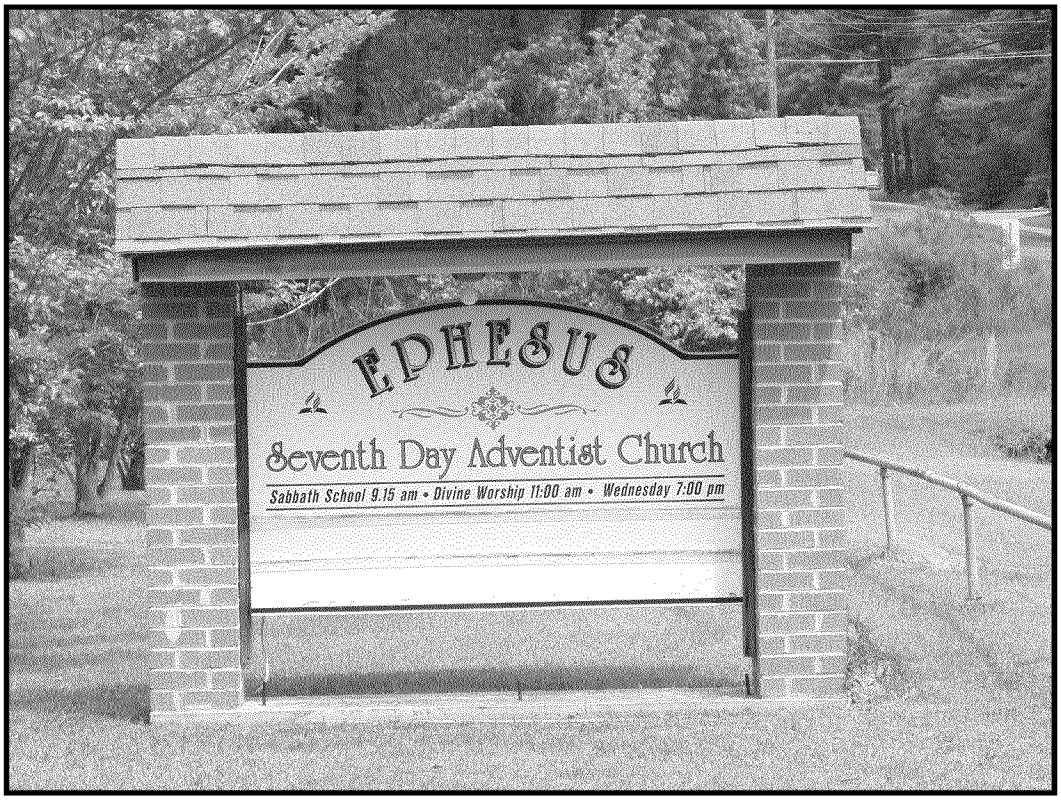
Zoning Map



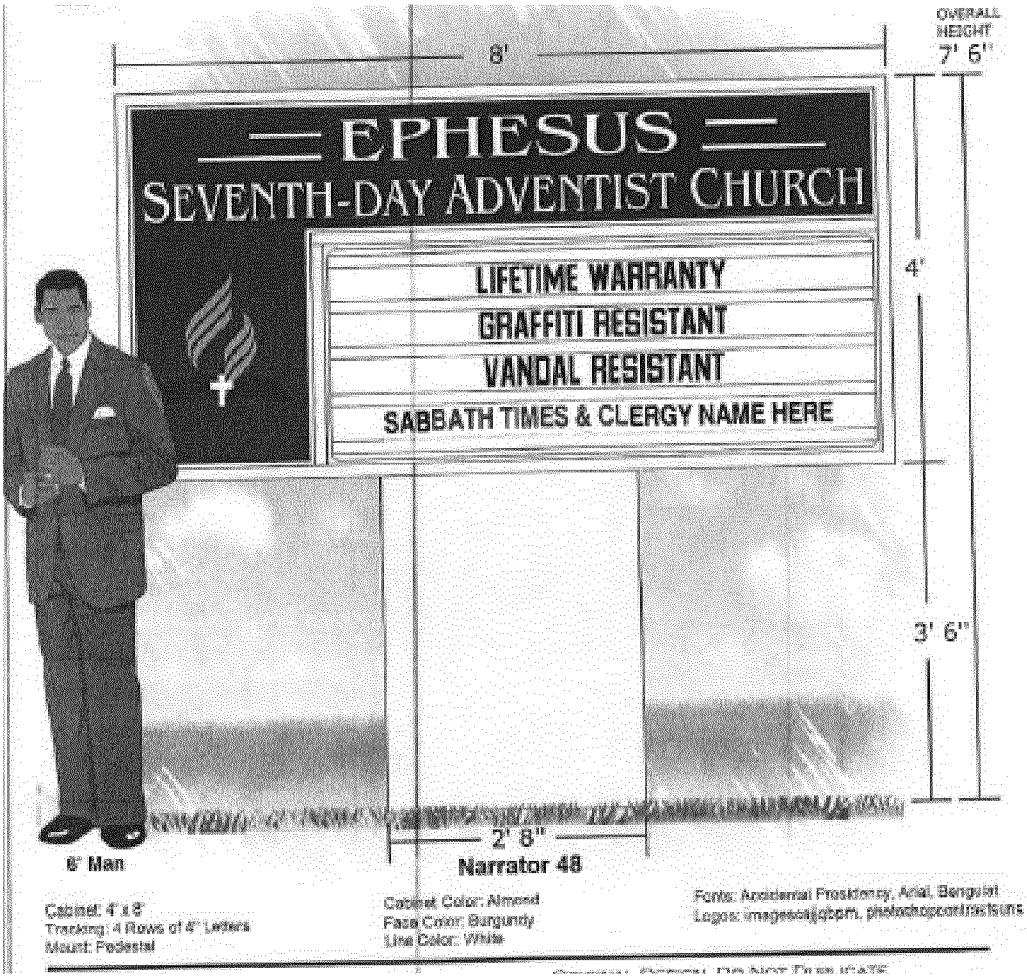
Future Land Use Map



Existing Sign



Proposed Sign



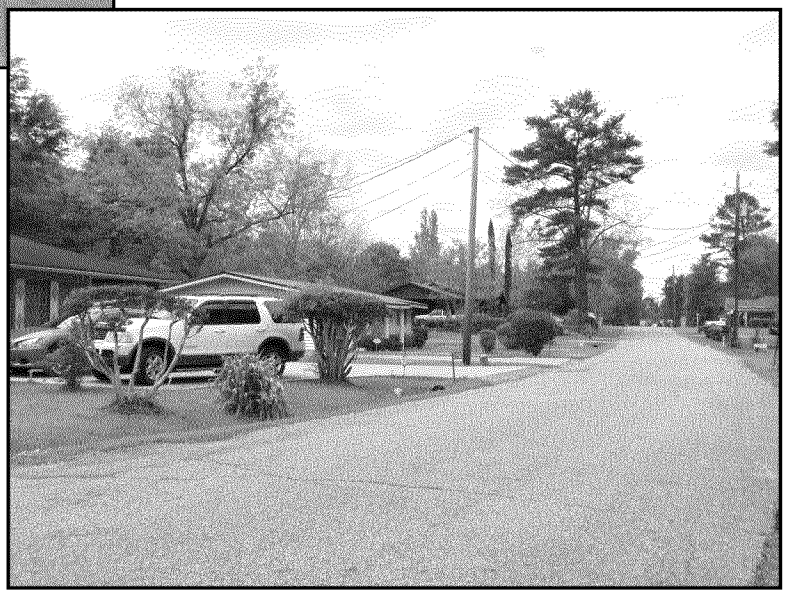
SURROUNDING AREA

Northern Direction: Undeveloped land zoned R-1A (Single-Family Residential) District.





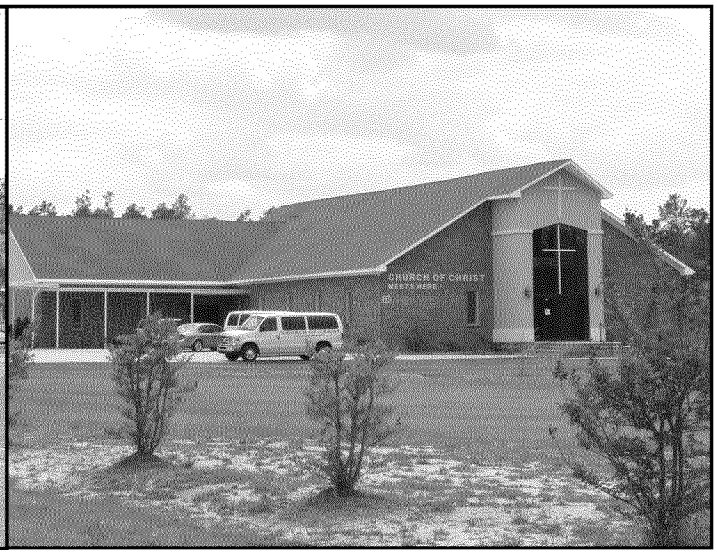
Eastern Direction: Undeveloped land and Sports Complex zoned R-1A (Single-Family Residential) District.



Western Direction: A mix of residential zoning including R-1A and R-1C (Single-Family Residential) Districts and R-2 (Two-Family Residential) District.

Southern Direction: Residential structures zoned R-3 (Multi-Family Residential) District and a church zoned B-2 (Neighborhood Business) District.





Planning Commission
Case Fact Sheet

Names of Applicant:	Darlene Thomas, Image Signs & Neon, Petitioner Ephesus Seventh Day Adventist Church, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
500 Helveston Rd	038K-21-009.00	27423	5

Requests: **Sign Variance**

Purpose of Request: To consider an application for **Sign variances** from **Article 5, Section 95.07 (2C) and (2D),** which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet for a variance of sixteen (16) square feet, that may not be internally illuminated and instead allow internal illumination, and height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet, for a variance of one and a half (1.5) feet.

Application Summary: The purpose of the sign variance is to allow for the installation of a sign that was purchased but does not meet current codes or regulations.

Applicable Regulations:

SECTION 95 **SIGN REGULATIONS**

95.01 General Description – The purpose of this Section is to improve the quality of the urban landscape in accordance with the Comprehensive Plan, to provide for an aesthetically pleasing streetscape, to promote community design standards and to promote transportation safety measures through the regulation of the type, location, height and size of specific signs and outdoor displays as they relate to the Land Development Code of the City of Hattiesburg, Mississippi. (Amended by Ord. 2583, Sec. 1, 1/21/97)

95.07 Permitted Uses and Regulations of Signs in Agricultural

and Residential Zoning Districts (A-1, A-2, R-1A, R-1B, R-1C, R-2, R-3, and R-4, when R-4 is subject to Section 95.08): (Amended by Ord. 2583, Sec. 1, 1/21/97)

Free Standing Signs:

C. Church and school bulletin boards or church and school identification signs, and church directional signs which do not exceed one per abutting street on church property and sixteen (16) square feet in area and that are not internally illuminated, and meeting a ten (10) foot setback. (Amended by Ord. 2583, Sec. 1, 1/21/97)

Present Zoning: The Parcel is currently zoned R-1A (Single-Family Residential) District.

Present Use: Church

Surrounding Zoning and Land Use:

North: R-1A Single Family Residential District
South: B-2 Neighborhood Business District / R-3 Multi-Family Residential District
East: R-1A Single Family Residential District
West: R-1A Single Family Residential District

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as part of a large **Neighborhood Conservation District 1** which is described as follows:

District Overview**:** This Neighborhood Conservation District is primarily a residential district located adjacent to Downtown Hattiesburg and 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.

District Characteristics: The Characteristics of this district include the following: moderate-density single-family residences or residential lands along the city's original street system; certain two-family and multi-family uses constricted to the character of the surrounding neighborhood; buildings with shallow front and side yards; certain neighborhood business land uses that are compatible in design to the surrounding residential areas; and a higher overall density of development than modern or suburban neighborhoods.

District Land Uses: The following land uses should be found in this district: single family residential uses; certain two-family and multi-family residences, subject to use, density, and design guidelines; public and quasi-public uses, such as churches and schools; and small offices and retail uses clustered along collector streets or at the edges of neighborhoods and constructed to the same character

as the surrounding residences.

Most Nearly Bounded By (streets): This parcel is bounded to the south and east by Helveston Avenue, Bowling Street to the north, and Dossett Avenue to the west.

Adverse Influences: New sign does not meet regulations.

Positive Influences: Greater public visibility.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 30, 2014.

Comments:

Specifications for Church Signs in R-1A District
Message Area - 16 sq. ft. - Conforming
Height - 6' - Conforming
Not Internally Illuminated - Conforming

Existing Sign
Message Area - (3' 6" x 5' 6") - 19.25 sq. ft. - Nonconforming
Height - 6' 6" - Nonconforming
Externally Illuminated - Conforming

Proposed Sign
Message Area - (4' x 8' 0") - 32 sq. ft. - Nonconforming
Sign Height - 7' 6" - Nonconforming
Internally Illuminated - Nonconforming

Basis for Approval:

1. 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;

2. 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;

3. That the special conditions and circumstances do not result from the actions of the applicant;

4. 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.

Options: Recommend approval or denial of the request for variances from Article 5, Section 95.07 (2C) and (2D), and which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet, that may not be internally illuminated and instead allow internal illumination, and height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet. Said

parcel being: #038K-21-009.00 (PPIN #27423).

City of Hattiesburg, MS

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

Master

File Number: 2014-1129

File ID: 2014-1129 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 05/13/2014

Brief Title: Approve professional services agreement with Neel-Schaffer, Inc. for engineering services for the Tuscan Avenue sidewalk project.

Final Action: 05/20/2014

Minute Book Number: MB2014-142

Title:

Approve letter agreement for professional services with Neel-Schaffer, Inc. for engineering services related to the Tuscan Avenue sidewalk project; Authorize Mayor to execute in duplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: NS Agreement-Tuscan, executed NS Agreement-Tuscan

Enactment Number:

Contact:

Meeting Date: 05/20/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve letter agreement for professional services with Neel-Schaffer, Inc. for engineering services related to the Tuscan Avenue sidewalk project; Authorize Mayor to execute in duplicate.

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

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

Nays: 0

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

ΓEL-No Vote: 0

Text of Legislative File 2014-1129

Title
Approve letter agreement for professional services with Neel-Schaffer, Inc. for engineering services related to the Tuscan Avenue sidewalk project; Authorize Mayor to execute in duplicate.

Summary
Approve letter agreement for professional services with Neel-Schaffer, Inc. for engineering services related to the Tuscan Avenue sidewalk project; Authorize Mayor to execute in duplicate.

Budget Information
072201.6015

Expenditure Type
Regular Budget Item

Purchasing Item

Publication Information

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

May 12, 2014

Honorable Johnny L. DuPree, Ph.D.
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

Reference: PEDESTRIAN IMPROVEMENTS ALONG TUSCAN AVENUE
LETTER AGREEMENT FOR PROFESSIONAL SERVICES

Dear Mayor DuPree:

Neel-Schaffer is pleased to submit this Letter Agreement for professional services for the Pedestrian Improvements Along Tuscan Avenue. Our services will include preparation of the plans, specifications and cost estimate (PS&E) documents in accordance with the Mississippi Department of Transportation's Project Development Manual for this project and will be performed for a fixed fee of $26,494.31.

All services will be performed in accordance with Exhibit A, "Scope of Services" and Exhibit B, "General Terms and Conditions". If the terms of this Letter Agreement are acceptable, please execute both documents and return one to us.

Neel-Schaffer appreciates the opportunity to work with the City on this important project. Please call me at (601) 545-1565 if you have any questions.

Sincerely,

NEEL-SCHAFFER, INC.

Michael W. Essary, P.E.
Vice President

Attachments

ACCEPTED: **CITY OF HATTIESBURG**

BY: _____

DATE: _____

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267

EXHIBIT "A"

Scope of Work

I – Items included in our Scope of Work:

1. Topographic survey
2. Cultural resources survey
3. Threatened and endangered species survey
4. Wetlands delineation
5. Development of construction plans and specs
6. Coordination of ALL MDOT paperwork required
7. Advertising for the project
8. Bid opening for the project
9. Submission of the bids to MDOT for concurrence in award

II – Items NOT included in our Scope of Work:

1. Boundary Survey
2. Right-of-Way Acquisition Services
3. Wetlands Mitigation
4. Environmental Assessments

CONCEPT PLAN



EXHIBIT "A-1"

PROJECT LIMITS

GRAPHIC SCALE

250 0 250 500 1000

(IN FEET)

1 inch = 500 feet

BICYCLE AND PEDESTRIAN IMPROVEMENTS
TUSCAN AVENUE: WILLIAM CAREY
CITY OF HATTIESBURG

EXHIBIT B
NEEL-SCHAFFER, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer.** Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

   Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

   Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

   Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs

necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **Termination**. This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

13. **Notices**. Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification**. Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

    Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extend caused by the sole negligent act, error or omission of Client.

    In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

    Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings**. In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns**. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. **Insurance**. Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least $500,000/ $1,000,000; automotive liability with limits of at least $500,000/ $500,000; and professional liability insurance with an annual limit of at least $500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.

18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

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

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client

hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed $50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.

28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

May 12, 2014

Honorable Johnny L. DuPree, Ph.D.
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

Reference: PEDESTRIAN IMPROVEMENTS ALONG TUSCAN AVENUE
LETTER AGREEMENT FOR PROFESSIONAL SERVICES

Dear Mayor DuPree:

Neel-Schaffer is pleased to submit this Letter Agreement for professional services for the Pedestrian Improvements Along Tuscan Avenue. Our services will include preparation of the plans, specifications and cost estimate (PS&E) documents in accordance with the Mississippi Department of Transportation's Project Development Manual for this project and will be performed for a fixed fee of $26,494.31.

All services will be performed in accordance with Exhibit A, "Scope of Services" and Exhibit B, "General Terms and Conditions". If the terms of this Letter Agreement are acceptable, please execute both documents and return one to us.

Neel-Schaffer appreciates the opportunity to work with the City on this important project. Please call me at (601) 545-1565 if you have any questions.

Sincerely,

NEEL-SCHAFFER, INC.

Michael W. Essary, P.E.
Vice President

Attachments

ACCEPTED: **CITY OF HATTIESBURG**

BY: _____

DATE: 5-20-14

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267

EXHIBIT "A"

Scope of Work

I – Items included in our Scope of Work:

1. Topographic survey
2. Cultural resources survey
3. Threatened and endangered species survey
4. Wetlands delineation
5. Development of construction plans and specs
6. Coordination of ALL MDOT paperwork required
7. Advertising for the project
8. Bid opening for the project
9. Submission of the bids to MDOT for concurrence in award

II – Items NOT included in our Scope of Work:

1. Boundary Survey
2. Right-of-Way Acquisition Services
3. Wetlands Mitigation
4. Environmental Assessments

CONCEPT PLAN



EXHIBIT "A-1"

PROJECT LIMITS

GRAPHIC SCALE

250 0 250 500 1000

(IN FEET)

1 inch = 500 feet

BICYCLE AND PEDESTRIAN IMPROVEMENTS
TUSCAN AVENUE: WILLIAM CAREY
CITY OF HATTIESBURG

EXHIBIT B
NEEL-SCHAFFER, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer.** Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

   Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

   Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

   Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs

necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

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22. **Anticipated Change Orders**. Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
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28. **Amendment**. This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

City of Hattiesburg, MS

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

Master

File Number: 2014-1128

File ID: 2014-1128 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 05/13/2014

Brief Title: Approve professional services agreement with Neel-Schaffer, Inc. for engineering services for the Hawkins Elementary sidewalk project.

Final Action: 05/20/2014

Minute Book Number: MB2014-142

Title:

Approve letter agreement for professional services with Neel-Schaffer, Inc. for engineering services related to the Hawkins Elementary - Safe Routes to School project; Authorize Mayor to execute in duplicate.

Notes: 072201.6015

Sponsors:

Enactment Date:

Attachments: NS Agreement-Hawkins, executed NS Agreement-Hawkins

Enactment Number:

Contact:

Meeting Date: 05/20/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve letter agreement for professional services with Neel-Schaffer, Inc. for engineering services related to the Hawkins Elementary - Safe Routes to School project; Authorize Mayor to execute in duplicate.

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

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

Nays: 0

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

ΓEL-No Vote: 0

Text of Legislative File 2014-1128

Title

Approve letter agreement for professional services with Neel-Schaffer, Inc. for engineering services related to the Hawkins Elementary - Safe Routes to School project; Authorize Mayor to execute in duplicate.

Summary

Approve letter agreement for professional services with Neel-Schaffer, Inc. for engineering services related to the Hawkins Elementary - Safe Routes to School project; Authorize Mayor to execute in duplicate.

Budget Information

072201.6015

Expenditure Type

Regular budget item

Purchasing Item

Regular purchase

Publication Information

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

May 12, 2014

Honorable Johnny L. DuPree, Ph.D.
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

Reference: HAWKINS ELEMENTARY - SAFE ROUTES TO SCHOOL PROJECT
LETTER AGREEMENT FOR PROFESSIONAL SERVICES

Dear Mayor DuPree:

Neel-Schaffer is pleased to submit this Letter Agreement for professional services for the Hawkins Elementary - Safe Routes to School Project. Our services will include preparation of the plans, specifications and cost estimate (PS&E) documents in accordance with the Mississippi Department of Transportation's Project Development Manual for this project and will be performed for a fixed fee of $28,968.00.

All services will be performed in accordance with Exhibit A, "Scope of Services" and Exhibit B, "General Terms and Conditions". If the terms of this Letter Agreement are acceptable, please execute both documents and return one to us.

Neel-Schaffer appreciates the opportunity to work with the City on this important project. Please call me at (601) 545-1565 if you have any questions.

Sincerely,
NEEL-SCHAFFER, INC.

Jeff Pittman, P.E.
Assistant Engineer Manager

Attachments

ACCEPTED: **CITY OF HATTIESBURG**

BY: _____

DATE: _____

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267

EXHIBIT "A"

Scope of Work

I – Items included in our Scope of Work:

1. Topographic survey
2. Cultural resources survey
3. Threatened and endangered species survey
4. Wetlands delineation
5. Development of construction plans and specs
6. Coordination of ALL MDOT paperwork required
7. Advertising for the project
8. Bid opening for the project
9. Submission of the bids to MDOT for concurrence in award

II – Items NOT included in our Scope of Work:

1. Boundary Survey
2. Right-of-Way Acquisition Services
3. Wetlands Mitigation
4. Environmental Assessments

EXHIBIT "A-1"

PROJECT LIMITS

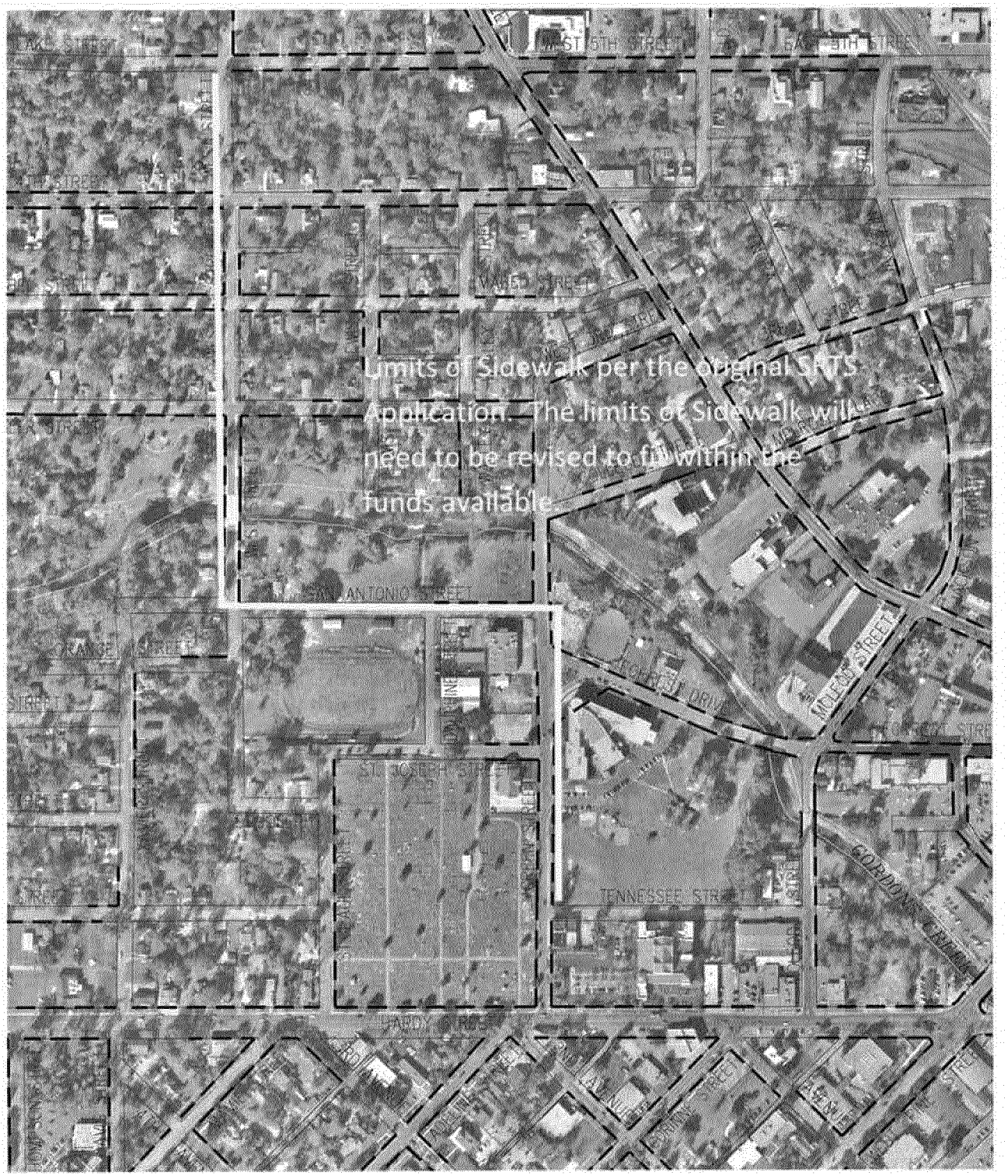

EXHIBIT B
NEEL-SCHAFFER, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer.** Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

   Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

   Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

   Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs

necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **Termination**. This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

13. **Notices**. Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification**. Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

    Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extend caused by the sole negligent act, error or omission of Client.

    In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

    Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings**. In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns**. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. **Insurance**. Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least $500,000/ $1,000,000; automotive liability with limits of at least $500,000/ $500,000; and professional liability insurance with an annual limit of at least $500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.

18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

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

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client

hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed $50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

22. **Anticipated Change Orders**. Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

25. **Compliance with Laws**. To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

27. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.

28. **Amendment**. This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

29. **Entire Understanding of Agreement**. This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

May 12, 2014

Honorable Johnny L. DuPree, Ph.D.
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

Reference: HAWKINS ELEMENTARY - SAFE ROUTES TO SCHOOL PROJECT
LETTER AGREEMENT FOR PROFESSIONAL SERVICES

Dear Mayor DuPree:

Neel-Schaffer is pleased to submit this Letter Agreement for professional services for the Hawkins Elementary - Safe Routes to School Project. Our services will include preparation of the plans, specifications and cost estimate (PS&E) documents in accordance with the Mississippi Department of Transportation's Project Development Manual for this project and will be performed for a fixed fee of $28,968.00.

All services will be performed in accordance with Exhibit A, "Scope of Services" and Exhibit B, "General Terms and Conditions". If the terms of this Letter Agreement are acceptable, please execute both documents and return one to us.

Neel-Schaffer appreciates the opportunity to work with the City on this important project. Please call me at (601) 545-1565 if you have any questions.

Sincerely,
NEEL-SCHAFFER, INC.

Jeff Pittman, P.E.
Assistant Engineer Manager

Attachments

ACCEPTED: **CITY OF HATTIESBURG**

BY: _____

DATE: 5-20-14

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267

EXHIBIT "A"

Scope of Work

I – Items included in our Scope of Work:

1. Topographic survey
2. Cultural resources survey
3. Threatened and endangered species survey
4. Wetlands delineation
5. Development of construction plans and specs
6. Coordination of ALL MDOT paperwork required
7. Advertising for the project
8. Bid opening for the project
9. Submission of the bids to MDOT for concurrence in award

II – Items NOT included in our Scope of Work:

1. Boundary Survey
2. Right-of-Way Acquisition Services
3. Wetlands Mitigation
4. Environmental Assessments

EXHIBIT "A-1"

PROJECT LIMITS

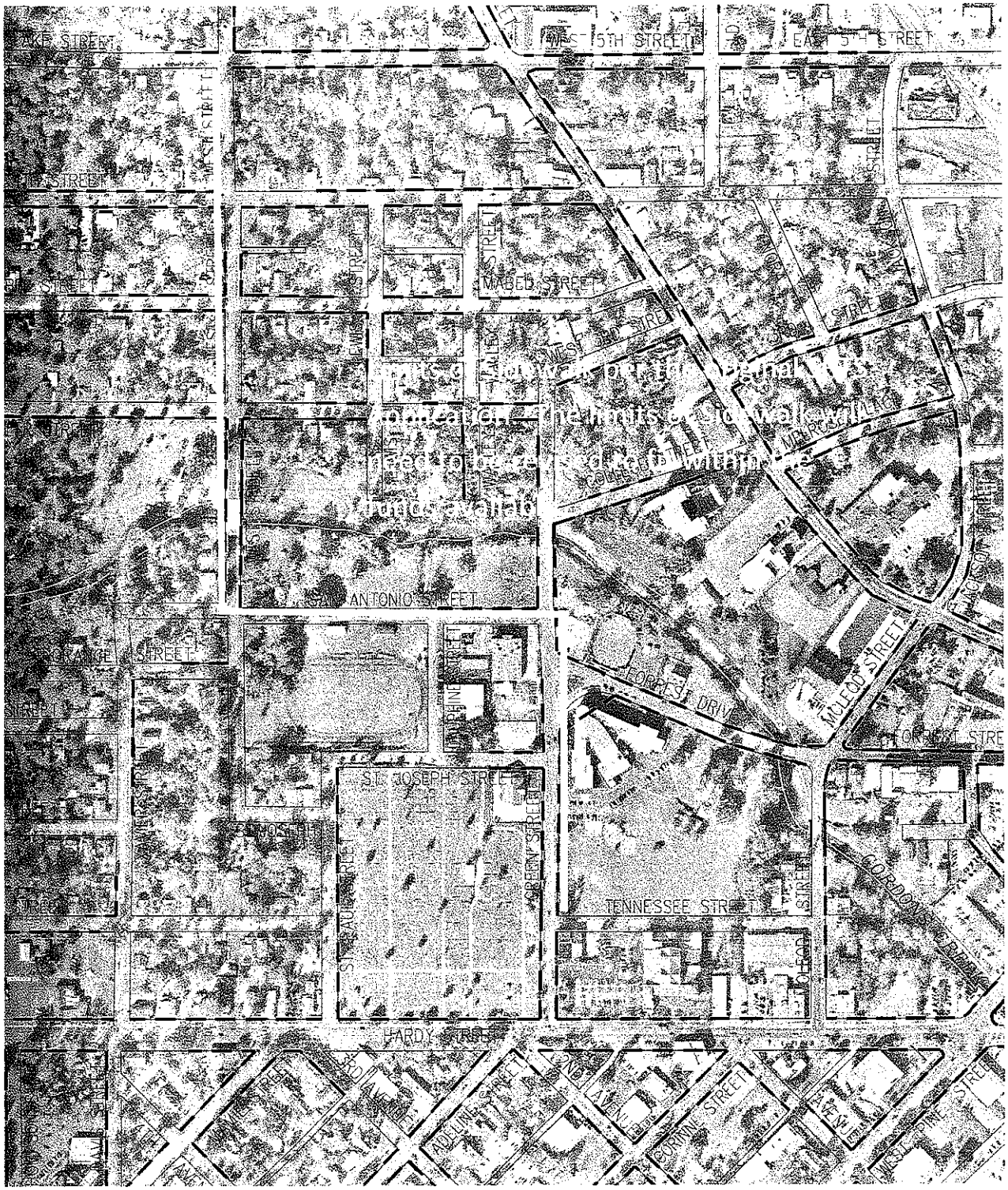

EXHIBIT B
NEEL-SCHAFFER, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client**. Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer**. Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

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26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

27. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.

28. **Amendment**. This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

29. **Entire Understanding of Agreement**. This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

City of Hattiesburg, MS

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

Master

File Number: 2014-1127

File ID: 2014-1127 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 05/13/2014

Brief Title: Approve change order with Myers Underground Utilities, LLC. for the McCall Street Drainage Rehabilitation Project; Authorize Mayor to execute in triplicate and payment of final invoice.

Final Action: 05/20/2014

Minute Book Number: MB2014-142-143

Title:

Approve change order entitled Supplemental Agreement No. 1 - Final with Myers Underground Utilities, LLC. for the McCall Street Drainage Rehabilitation Project for a total increase of the construction contract in the amount of $8,368.00; Authorize Mayor to execute said agreement in triplicate; Authorize issuance of manual check in payment of Final Invoice.

Notes:

Sponsors:

Enactment Date:

Attachments: Supplemental Agreement No 1, executed Supplemental Agreement No 1

Enactment Number:

Contact:

Meeting Date: 05/20/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014	Approve				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Approve change order entitled Supplemental Agreement No. 1 - Final with Myers Underground Utilities, LLC. for the McCall Street Drainage Rehabilitation Project for a total increase of the construction contract in the amount of $8,368.00; Authorize Mayor to execute said agreement in triplicate; Authorize issuance of manual check in payment of Final Invoice.

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

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

Nays: 0

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

Text of Legislative File 2014-1127

Title

Approve change order entitled Supplemental Agreement No. 1 - Final with Myers Underground Utilities, LLC. for the McCall Street Drainage Rehabilitation Project for a total increase of the construction contract in the amount of $8,368.00; Authorize Mayor to execute said agreement in triplicate; Authorize issuance of manual check in payment of Final Invoice.

Summary

Approve change order with Myers Underground Utilities, LLC. for the McCall Street Drainage Rehabilitation Project; Authorize Mayor to execute in triplicate and payment of final invoice.

Budget Information

001206.6360

Expenditure Type

Purchasing Item

Publication Information

sdw

Engineering Progress

May 2, 2014

City of Hattiesburg
PO Box 1898
Hattiesburg MS 39403-1898

Attn: Mayor Johnny L. Dupree, PhD

RE: Phase I Drainage Rehab Along McCall St.
Hattiesburg, MS

Dear Mayor:

This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. The Supplemental Agreement No. 1 and FINAL
2. Contractor's final invoice for $8,368.00
3. Contractor's Affidavit of Release of Liens
4. Contractor's one year warranty

Please do not hesitate to contact me should you have questions or comments.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosures

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

MYERS UNDERGROUND UTILITIES, LLC
408 RYAN ROAD
HATTIESBURG, MS 39401
Phone 601 544-4188 FAX 601 544-4189

April 30, 2014

Shows, Dearman and Waits Engineers
301 Second St.
Hattiesburg, MS 39401

Re: Drainage and Sewer Rehabilitation on McCall St.

Dear Mr. Wallace:

Enclosed is a copy of an invoice for unpaid work on the above referenced project. To my knowledge and according to our records, this is the only invoice which has not been paid. In addition, a one year warranty letter for this project was hand delivered to your office yesterday.

As requested, we have removed all straw wattles around the inlets and along the ditches. If you know of anything that needs attention please let me know so that it can be taken care of.

Sincerely,

Peyton Myers

Peyton Myers

Myers Underground Utilities, LCC
408 Ryan Road
Hattiesburg, MS 39401

Invoice

Date 4/30/2014

Invoice # 14276

Terms

Bill To
City of Hattiesburg Attn: Accounting Dept. PO Box 1898 Hattiesburg, MS 39403

Project Name:
Replace Drainage pipe on McCall Street Emergency Purchase PO #: 134775

Project	McCall St.	
Qty	**Rate**	**Amount**

Date	**Description**	**Qty**	**Rate**	**Amount**
12/13/2013	Adjusted Hole in Drain Structure #7, 3.3' to Reflect True Pipe Grade	1	425.00	425.00
12/13/2013	Cut in New Ditches from Collins St. to Lurlyne Cut in Ditches from Lurlyne St. to Station 20+25 & Hauled off excess	1	1,738.00	1,738.00
12/13/2013	Lowered Five Structure Tops 5-9"	1	5,410.00	5,410.00
12/13/2013	Installed Straw Wattles, Seeding & Fertilizer	1	795.00	795.00
	Sales Tax		0.00%	0.00

Phone # 601-544-4188
Fax # 601-544-4189

Total $8,368.00

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner

Project: Phase I Drainage Rehab Along McCall Street
Address: McCall Street
Hattiesburg MS 39401
City State Zip Code

Owner: City of Hattiesburg
Forrest County Mississippi

Contractor

Name: Myers Underground Utility's LLC

Address: 408 Ryan Road
Hattiesburg MS 39401
City State Zip Code
Contractor Licence: 14736-MC

Contract Date: 7 / 10 /2013

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of
Two hundred eight thousand three hundred ninety eight dollars & 00/100 Dollars
Dollars ($208,398.00) constitutes the entire ***unpaid*** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Witness to Signature:
Kaelan Neff

Contractor
By: Peyton Myers
Title: Owner

with said contract or project.

MYERS UNDERGROUND UTILITIES, LLC
408 Ryan Road
Hattiesburg, MS 39401
Phone (601) 544-4188 Fax (601) 544-4189

Contractor Guarantee of Work and Warranty

Project: Phase I Drainage along McCall Street PO# 134775

Location: Hattiesburg, MS

Owner: City of Hattiesburg, MS

Myers Underground Utilities

We, Myers Underground Utilities, Contractor for the City of Hattiesburg, do hereby warrant that all labor and material furnished and work performed in conjunction with the above referenced project are in accordance with the Contract Documents and authorized modification thereto, and will be free from defects due to defective material or workmanship for a period of one year from the Date of Substantial Completion. February 1, 2014

Should any defect develop during the warranty period due to improper material, workmanship or arrangement, the defect, including the adjacent work displaced shall be made good by the undersigned at no expense to the owner.

The owner shall provide Myers Underground written notice of defective work. Should Myers Underground fail to correct defective work within 60 Days after receiving notice, the owner, may at his option, correct defect and charge Myers for such correction. Myers agrees to pay such charges upon demand.

For: City of H'burg

By: Peyton Myers

Title: Owner

Date: 4-29-2014

PHASE I DRAINAGE REHAB ALONG McCALL STREET

CITY OF HATTIESBURG

SUPPLEMENTAL AGREEMENT NO. 1 - FINAL

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, Myers Underground Utilities, LLC Contractor and North American Specialty Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 11th day of July 2013 for Phase I Drainage Rehab along McCall Street.

WHEREAS: It is proposed that the following item be added to the contract documents:

Relocate preformed hole in precast inlet to reflect actual field conditions

No.	Item	Unit	Quantity	Unit Price	Total
SA-1	Relocate Preformed Hole	Each	1.00	$425.00	$ 425.00

Special ditches required from Collins to Lurlyne and Lurlyne to Station 20+25 to adequately drain adjacent property

No.	Item	Unit	Quantity	Unit Price	Total
SA-2	Special Ditches	L.S.	1.0	$2,533.00	$2,533.00

Lower tops of precast inlets to match existing field conditions

No.	Item	Unit	Quantity	Unit Price	Total
SA-3	Lower Precast Tops	L.S.	1.0	$5,410.00	$5,410.00

Total ~~decrease~~ Increase of original construction contract is $8,368.00

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, Myers Underground Utilities, LLC, Contractor and North American Specialty Insurance Company Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 30 day of Dec, 2013

Myers Underground Utilities, LLC

By: Peyton Myers
Contractor

Witness: Kaelan Wolf

North American Specialty Insurance Company

By: N/A
Surety

Witness: N/A

City of Hattiesburg

By: _____
Owner

Witness: _____

PHASE I DRAINAGE REHAB ALONG McCALL STREET

CITY OF HATTIESBURG

SUPPLEMENTAL AGREEMENT NO. 1 - FINAL

CITY OF HATTIESBURG, MISSISSIPPI

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DATED, this 30 day of Dec, 2013

Myers Underground Utilities, LLC

By: Peyton Myers
Contractor

Witness: Kaelan Wolf

North American Specialty Insurance Company

By: N/A
Surety

Witness: N/A

City of Hattiesburg

By:
Owner

Witness: Connie Everett

City of Hattiesburg, MS

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

Master

File Number: 2014-1125

File ID: 2014-1125 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 05/13/2014

Brief Title: May-Hinton Lodge #540 - CDBG Public Service Grant Award **Final Action:** 05/20/2014

Minute Book Number: MB2014-143

Title:

Approve Public Service Grant Award to May-Hinton Lodge #540 in an amount not to exceed $10,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Notes:

Sponsors: **Enactment Date:**

Attachments: Public Service - May-Hinton Lodge Back to School Supplies, May-Hinton Lodge - Back to School event, Executed Public Service - May-Hinton Lodge Back to School Supplies **Enactment Number:**

Contact: **Meeting Date:** 05/20/2014

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014	Approve				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve Public Service Grant Award to May-Hinton Lodge #540 in an amount not to exceed $10,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement 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, Dryden and Naylor

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2014-1125

Title

Approve Public Service Grant Award to May-Hinton Lodge #540 in an amount not to exceed $10,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement 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 DEVELOPMENT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
MAY-HINTON LODGE #540

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of May, 2014 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and May-Hinton Lodge #540 (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (720 Alcorn Avenue, Hattiesburg, MS 39401) for an amount not to exceed **$10,000.00.** This agreement shall terminate on or before the 31st day of December 2014, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the support of **the Subrecipient's 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 event. The Subrecipient will distribute supplies to approximately 200 students.

Program Delivery

The Subrecipient will track supplies distributed through a registration table or some other appropriate registration process. 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 Periodic Reports, due July 10, October 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.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

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
First Draw requested (not a deadline)	**May 27, 2014**
Periodic report submitted	**July 10, 2014**
Periodic report submitted	**October 10, 2014**
Request final draw (must submit written request by this date if additional time is needed)	**December 8, 2014**
Final report submitted	**December 20, 2014**
Final CDBG-related information entered into IDIS	**December 20, 2014**

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 20th day of May, and end on the 31st day, December, 2014. 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.

Supplies for distribution (backpacks, pencils, pens, paper, folders, scissors, glue, notebooks, crayons, etc.)*	**$9,000.00**
Event materials, printing, and signage.**	**$1,000.00**
TOTAL	**$10,000.00**

***Supplies for distribution must be reasonable and appropriate.**
****CDBG funds are not to be applied to any entertainment items (t-shirts, entertainers, etc.)**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (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.

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.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	May-Hinton Lodge #540
City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	720 Alcorn Avenue Hattiesburg, MS 39401 Phone: (601) 392-2931 Fax:

VI. SPECIAL CONDITIONS

It is imperative that the Subrecipient focus the CDBG assistance on HPSD students meeting the low- to moderate-income eligibility. Should the subrecipient fail to report that at least 51% of the beneficiaries are verifiable as low- to moderate-income residents through the method provided, the City will only reimburse on a unit basis the amount attributable to verifiably eligible beneficiaries.

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 U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. 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 contractor.

C. Hold Harmless

The Subrecipient 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 services 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 & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee 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 a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release 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 the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

   The Subrecipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

   The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," 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.

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 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be 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;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. 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 the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract 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 contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed 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 contract 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 OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities

permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs
   If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
3. Payment Procedures
   The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports
   The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement
   1. Compliance
      The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
   2. OMB Standards
      Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.
   3. Travel
      The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
   The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
   1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
   2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
   3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act 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 the 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the 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 as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee 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 all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps 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. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an 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 agent, 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 understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's 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. Equal Employment Opportunity and Affirmative Action (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. Subcontract Provisions

   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

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; inherently religious activities; lobbying; political patronage; and 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 (40 U.S.C. 327 *et seq.*) 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 agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. 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 or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such 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 journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such 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 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject 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 exists that 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 Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban 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 that 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 (including reduction and abatement of lead-based paint hazards), housing construction, or other 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; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the 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 with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is 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 that 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 worker's 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 Part 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 thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract 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 Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any 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 taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract 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 in accordance with applicable procurement requirements. 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 or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Conflict of Interest
   The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
   a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
   b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
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 of 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 this 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; and
   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
   d. Lobbying Certification
      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.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
6. Copyright
   If this contract results in any copyrightable material 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 or materials for governmental purposes.
7. Religious Activities
   The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar 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 thereunder;
- 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 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (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 construction or rehabilitation 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, Subpart B. Such regulations pertain to all CDBG-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 lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

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 (16 U.S.C. 470) 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 a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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: _____

Attest: _____
Connie Everett, City Clerk
Date: _____

May-Hinton Lodge #540

By: _____

Date: _____

Attest: _____

Date: _____

NOTICE OF AVAILABILITY
OF COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE GRANT FUNDS

The City of Hattiesburg, Mississippi, in accordance with its 2014 Action Plan (a component of its 2013 – 2017 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. SPECIAL CONSIDERATION WILL BE GIVEN to proposals for services that will benefit/serve homeless persons and/or families or prevent homelessness. This consideration is in keeping with the goals and objectives of the 2013-2017 Consolidated Plan. All approved Public Service awards must support the goals and objectives of the 2013-2017 Consolidated Plan.

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. April 10, 2014.

Each PROPOSAL must be received in a sealed envelope that is marked in the lower left-hand corner with the words "Request for Proposals – CDBG Public Service Grants" and the DATE OF BID OPENING, which is "April 10, 2014."

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.

Proposals must anticipate that funds will only be available through December 31, 2014. As such, plans, budgets, accomplishment estimates, etc. included as a part of the proposal should take this time limitation into consideration.

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 Andrew Ellard, Department of Federal and State Programs, City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street, 601-554-1006.

PUBLISHED by Order of the Council on this, the 18th day of March 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor
PUBLISH Twice in the Non-Legal Section: Friday, March 21, 2014; Friday, March 28, 2014

CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM

GENERAL INFORMATION

Date: 04 / 07 / 2014

Organization Name: May-Hinton Lodge #540

Organization Representative: Treamone Hicks

Telephone: 601-392-2931 Email: mhlodge540@gmail.com

DUNS Number (Required) 962754672

Is the Agency/Organization a registered 501c(3)? YES NO

Proposed Grant Activities:

1. Distribute free school supplies for low income students within the East Jerusalem community.
2. Partner with local law enforcement officials to discuss crime prevention with community and area youth.
3. Partner with local health professionals to discuss and promote healthy choices.

Numeric Goals & Objectives as stated in the statement of work:

1. Provide community service to approximately 300-400 students with school supplies.
2. Discuss community and civic pride among school children and parents with an estimated goal of 800.
3. Provide a forum for which crime prevention and healthy lifestyles are discussed with an estimated goal of 800.

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? Approximately 600

Who is the intended clientele of this service? Low income students within the East Jerusalem Community.

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 N/A

Will purchases over $25,000 be put out to formal bid? YES NO N/A

If applicable, will the agency utilize the Department of Labor's list of Disadvantaged Enterprises? YES NO N/A

ORGANIZATION INFORMATION:

Identify employees working on this activity: Christopher Walker, Treamone Hicks, David Rankin and other members of the May Hinton Lodge.

Will time logs be maintained? YES NO

Are employees' taxes withheld on paychecks? YES NO N/A

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_____

iGive, uGive, weSERVE! ...Serve...Uplift and Empower the Community

Project Abstract

The iGive, uGive, weSERVE! is an outreach program of May-Hinton Lodge #540 F&AM, PHA. Its primary goal is that of community public service. Events of the iGive, uGive, weSERVE! program includes the following: Back to School Fun Day, Black Heritage Ball, Highway Clean-Up, Health Service Events, Crime Prevention, Service to Senior Citizens, Educational Scholarships, and mentoring programs to at risk youth. May Hinton Lodge #540 has been dedicated to serving the East Jerusalem Quarters community for over 16 years. The lodge's active role in the community has given members a keen insight into the needs of the 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 $9,300.00 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

The project area for the Back to School Fun Day is the East Jerusalem Community. This community falls within Census Tract 5 as defined by the United States Census Bureau. According to the latest figures, there are 1,259 residents within the area. The median household income is $29,471 which is lower than that state average of $38,718. Also, the Census Data shows that there are 561 housing units within the area. Of this total, 394 (70 percent) were built between the years of 1939 and earlier to 1969. As evident by Census figures, the East Jerusalem can be characterized as a low to moderate income area with aging residential structures. Therefore, it is imperative funds for this program is needed due to the economic conditions of the area. In other words, the absence of such funding would lead to undue hardships on parents of the youth. The objective is to avoid situations where an individual would have to choose between food, medicine and home repair over school supplies.

The Back to School Fun Day has been in place for approximately four years and has become more successful each year. Our first year of piloting this program, we were pleased to service 297 students, 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 $9,300.00 (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 provide basic school supplies free of charge to low to moderate individual students within the East Jerusalem 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. The Fun Day incorporates crime prevention into the event by requesting the presence of City Police and County Deputies to discuss Drug Prevention and Peer Pressure Awareness. Health Services are also incorporated by requesting local ambulance services to present to talk on issues topics such as 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.

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 a supply burden. Another aspect of this outreach event is to create a mentoring relationship between student and members of May-Hinton Lodge #540 to in the form of tutoring over the course of their grade school years. Also, officers with the Hattiesburg Police Department will be utilized to educate participants in both crime prevention and drug awareness. Thus, enhancing the relationship of the Hattiesburg Police Department and the tax paying citizens of East Jerusalem Quarters, Hattiesburg, Mississippi.

Time line

Submit Grant Proposal	**April 2014**
Expectant Grant notification	**July 2014**
Host Event	**August 2014 or September 2014**
Prepare results Report	**October/November 2014**

Budget

Items	***cost***	***qty***	***total***
Eastport Clear Back Pack	$ 12.00	200	$ 2,400.00
3 prong 2 pocket folders	$ 1.00	600	$ 600.00
Crayola Crayons	$ 3.00	600	$ 1,800.00
Loose leaf paper	$ 2.00	600	$ 1,200.00
Elmer's glue	$ 1.50	600	$ 900.00
#2 Pencils (12pk)	$ 4.50	100	$ 450.00
Blunt end scissors	$ 1.65	600	$ 990.00
1 subject 70ct Notebook	$ 1.50	600	$ 900.00
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)			$ 11,300.00

In-Kind donation	$	(1,000.00)
Member Contribution	$	(1,000.00)
Overall Cost needed	**$**	**9,300.00**

Organizational Information

May-Hinton Lodge #540 F & A.M., P.H.A. is located at 720 Alcorn Avenue which is in the East Jerusalem Community. This blue lodge is part of the 15th district of Prince Hall Affiliated, Free and Accepted Masons under the Most Worshipful Stringer Grand Lodge which is located in Jackson, Mississippi. The brothers strive to serve our community in any way possible placing a strong emphasis on women and children. We are a non-profit 501-3(c) tax exempt organization and all work is on a volunteer basis. We are always looking for ways to be of service to anyone or any place within the community.

Officers

Ray Coleman, Sr.	Master (President)
Christopher Walker	Senior Warden (1st Vice President)
Treamone Hicks	Junior Warden (2nd Vice President)
Corey Proctor	Secretary
David Rankin, Ph.D.	Treasurer
W.L. Pearson	Past Master

501-3(c)/EIN: 27-4875697

DUNS No.: 962754672

Contact Info:

May Hinton Lodge #540
c/o Treamone Hicks
720 Alcorn Avenue
Hattiesburg, MS 39401

601-392-2931
mhlodge540@gmail.com

CITY OF HATTIESBURG

COMMUNITY DEVELOPMENT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
MAY-HINTON LODGE #540

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of May, 2014 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and May-Hinton Lodge #540 (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (720 Alcorn Avenue, Hattiesburg, MS 39401) for an amount not to exceed **$10,000.00.** This agreement shall terminate on or before the 31st day of December 2014, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the support of **the Subrecipient's 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 event. The Subrecipient will distribute supplies to approximately 200 students.

Program Delivery

The Subrecipient will track supplies distributed through a registration table or some other appropriate registration process. 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 Periodic Reports, due July 10, October 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.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

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
First Draw requested (not a deadline)	**May 27, 2014**
Periodic report submitted	**July 10, 2014**
Periodic report submitted	**October 10, 2014**
Request final draw (must submit written request by this date if additional time is needed)	**December 8, 2014**
Final report submitted	**December 20, 2014**
Final CDBG-related information entered into IDIS	**December 20, 2014**

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 20th day of May, and end on the 31st day, December, 2014. 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.

Supplies for distribution (backpacks, pencils, pens, paper, folders, scissors, glue, notebooks, crayons, etc.)*	**$9,000.00**
Event materials, printing, and signage.**	**$1,000.00**
TOTAL	**$10,000.00**

***Supplies for distribution must be reasonable and appropriate.**
****CDBG funds are not to be applied to any entertainment items (t-shirts, entertainers, etc.)**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (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.

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.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	May-Hinton Lodge #540
City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	720 Alcorn Avenue Hattiesburg, MS 39401 Phone: (601) 392-2931 Fax:

VI. SPECIAL CONDITIONS

It is imperative that the Subrecipient focus the CDBG assistance on HPSD students meeting the low- to moderate-income eligibility. Should the subrecipient fail to report that at least 51% of the beneficiaries are verifiable as low- to moderate-income residents through the method provided, the City will only reimburse on a unit basis the amount attributable to verifiably eligible beneficiaries.

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 U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. 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 contractor.

C. Hold Harmless

The Subrecipient 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 services 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 & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee 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 a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release 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 the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

   The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

   The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," 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.

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 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be 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;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. 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 the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract 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 contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed 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 contract 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 OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities

permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs
   If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
3. Payment Procedures
   The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports
   The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement
   1. Compliance
      The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
   2. OMB Standards
      Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.
   3. Travel
      The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
   The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
   1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
   2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
   3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act 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 the 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the 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 as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee 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 all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps 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. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an 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 agent, 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 understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's 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. Equal Employment Opportunity and Affirmative Action (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. Subcontract Provisions

   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

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; inherently religious activities; lobbying; political patronage; and 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 (40 U.S.C. 327 *et seq.*) 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 agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. 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 or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such 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 journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such 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 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject 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 exists that 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 Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban 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 that 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 (including reduction and abatement of lead-based paint hazards), housing construction, or other 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; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the 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 with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is 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 that 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 worker's 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 Part 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 thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract 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 Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any 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 taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract 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 in accordance with applicable procurement requirements. 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 or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Conflict of Interest
   The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
   a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
   b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
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 of 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 this 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; and
   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
   d. Lobbying Certification
      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.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
6. Copyright
   If this contract results in any copyrightable material 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 or materials for governmental purposes.
7. Religious Activities
   The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar 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 thereunder;
- 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 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (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 construction or rehabilitation 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, Subpart B. Such regulations pertain to all CDBG-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 lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

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 (16 U.S.C. 470) 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 a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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: 5-20-14

Attest: Connie Everett (DC)
Connie Everett, City Clerk
Date: 5-20-14

May-Hinton Lodge #540

By: _____

Date: 5-20-2014

Attest: _____

Date: 5-20-2014

NOTICE OF AVAILABILITY
OF COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE GRANT FUNDS

The City of Hattiesburg, Mississippi, in accordance with its 2014 Action Plan (a component of its 2013 – 2017 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. SPECIAL CONSIDERATION WILL BE GIVEN to proposals for services that will benefit/serve homeless persons and/or families or prevent homelessness. This consideration is in keeping with the goals and objectives of the 2013-2017 Consolidated Plan. All approved Public Service awards must support the goals and objectives of the 2013-2017 Consolidated Plan.

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. April 10, 2014.

Each PROPOSAL must be received in a sealed envelope that is marked in the lower left-hand corner with the words "Request for Proposals – CDBG Public Service Grants" and the DATE OF BID OPENING, which is "April 10, 2014."

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.

Proposals must anticipate that funds will only be available through December 31, 2014. As such, plans, budgets, accomplishment estimates, etc. included as a part of the proposal should take this time limitation into consideration.

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 Andrew Ellard, Department of Federal and State Programs, City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street, 601-554-1006.

PUBLISHED by Order of the Council on this, the 18th day of March 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor
PUBLISH Twice in the Non-Legal Section: Friday, March 21, 2014; Friday, March 28, 2014

CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM

GENERAL INFORMATION

Date: 04 / 07 / 2014

Organization Name: May-Hinton Lodge #540

Organization Representative: Treamone Hicks

Telephone: 601-392-2931 Email: mhlodge540@gmail.com

DUNS Number (Required) 962754672

Is the Agency/Organization a registered 501c(3)? YES NO

Proposed Grant Activities:

1. Distribute free school supplies for low income students within the East Jerusalem community.
2. Partner with local law enforcement officials to discuss crime prevention with community and area youth.
3. Partner with local health professionals to discuss and promote healthy choices.

Numeric Goals & Objectives as stated in the statement of work:

1. Provide community service to approximately 300-400 students with school supplies.
2. Discuss community and civic pride among school children and parents with an estimated goal of 800.
3. Provide a forum for which crime prevention and healthy lifestyles are discussed with an estimated goal of 800.

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? Approximately 600

Who is the intended clientele of this service? Low income students within the East Jerusalem Community.

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 N/A

Will purchases over $25,000 be put out to formal bid? YES NO N/A

If applicable, will the agency utilize the Department of Labor's list of Disadvantaged Enterprises? YES NO N/A

ORGANIZATION INFORMATION:

Identify employees working on this activity: Christopher Walker, Treamone Hicks, David Rankin and other members of the May Hinton Lodge.

Will time logs be maintained? YES NO

Are employees' taxes withheld on paychecks? YES NO N/A

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 T Hicks

iGive, uGive, weSERVE! ...Serve...Uplift and Empower the Community

Project Abstract

The iGive, uGive, weSERVE! is an outreach program of May-Hinton Lodge #540 F&AM, PHA. Its primary goal is that of community public service. Events of the iGive, uGive, weSERVE! program includes the following: Back to School Fun Day, Black Heritage Ball, Highway Clean-Up, Health Service Events, Crime Prevention, Service to Senior Citizens, Educational Scholarships, and mentoring programs to at risk youth. May Hinton Lodge #540 has been dedicated to serving the East Jerusalem Quarters community for over 16 years. The lodge's active role in the community has given members a keen insight into the needs of the 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 $9,300.00 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

The project area for the Back to School Fun Day is the East Jerusalem Community. This community falls within Census Tract 5 as defined by the United States Census Bureau. According to the latest figures, there are 1,259 residents within the area. The median household income is $29,471 which is lower than that state average of $38,718. Also, the Census Data shows that there are 561 housing units within the area. Of this total, 394 (70 percent) were built between the years of 1939 and earlier to 1969. As evident by Census figures, the East Jerusalem can be characterized as a low to moderate income area with aging residential structures. Therefore, it is imperative funds for this program is needed due to the economic conditions of the area. In other words, the absence of such funding would lead to undue hardships on parents of the youth. The objective is to avoid situations where an individual would have to choose between food, medicine and home repair over school supplies.

The Back to School Fun Day has been in place for approximately four years and has become more successful each year. Our first year of piloting this program, we were pleased to service 297 students, 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 $9,300.00 (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 provide basic school supplies free of charge to low to moderate individual students within the East Jerusalem 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. The Fun Day incorporates crime prevention into the event by requesting the presence of City Police and County Deputies to discuss Drug Prevention and Peer Pressure Awareness. Health Services are also incorporated by requesting local ambulance services to present to talk on issues topics such as 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.

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 a supply burden. Another aspect of this outreach event is to create a mentoring relationship between student and members of May-Hinton Lodge #540 to in the form of tutoring over the course of their grade school years. Also, officers with the Hattiesburg Police Department will be utilized to educate participants in both crime prevention and drug awareness. Thus, enhancing the relationship of the Hattiesburg Police Department and the tax paying citizens of East Jerusalem Quarters, Hattiesburg, Mississippi.

Time line

Submit Grant Proposal	**April 2014**
Expectant Grant notification	**July 2014**
Host Event	**August 2014 or September 2014**
Prepare results Report	**October/November 2014**

Budget

Items	***cost***	***qty***	***total***
Eastport Clear Back Pack	$ 12.00	200	$ 2,400.00
3 prong 2 pocket folders	$ 1.00	600	$ 600.00
Crayola Crayons	$ 3.00	600	$ 1,800.00
Loose leaf paper	$ 2.00	600	$ 1,200.00
Elmer's glue	$ 1.50	600	$ 900.00
#2 Pencils (12pk)	$ 4.50	100	$ 450.00
Blunt end scissors	$ 1.65	600	$ 990.00
1 subject 70ct Notebook	$ 1.50	600	$ 900.00
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)			$ 11,300.00

In-Kind donation	$ (1,000.00)
Member Contribution	$ (1,000.00)
Overall Cost needed	**$ 9,300.00**

Organizational Information

May-Hinton Lodge #540 F & A.M., P.H.A. is located at 720 Alcorn Avenue which is in the East Jerusalem Community. This blue lodge is part of the 15th district of Prince Hall Affiliated, Free and Accepted Masons under the Most Worshipful Stringer Grand Lodge which is located in Jackson, Mississippi. The brothers strive to serve our community in any way possible placing a strong emphasis on women and children. We are a non-profit 501-3(c) tax exempt organization and all work is on a volunteer basis. We are always looking for ways to be of service to anyone or any place within the community.

Officers

Ray Coleman, Sr.	Master (President)
Christopher Walker	Senior Warden (1st Vice President)
Treamone Hicks	Junior Warden (2nd Vice President)
Corey Proctor	Secretary
David Rankin, Ph.D.	Treasurer
W.L. Pearson	Past Master

501-3(c)/EIN: 27-4875697

DUNS No.: 962754672

Contact Info:

May Hinton Lodge #540
c/o Treamone Hicks
720 Alcorn Avenue
Hattiesburg, MS 39401

601-392-2931
mhlodge540@gmail.com

City of Hattiesburg, MS

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

Master

File Number: 2014-1103

File ID: 2014-1103 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 05/07/2014

Brief Title: Breakthrough Community Services - CDBG Public Service Grant Award **Final Action:** 05/20/2014

Minute Book Number: MB2014-143

Title:

Approve Public Service Grant Award to Breakthrough Community Services in an amount not to exceed $15,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Notes:

Sponsors: **Enactment Date:**

Attachments: Public Service - Breakthrough Community Services - Utility Assistance Program, Breakthrough Community Services - Utility Assistance Program, Executed Public Service - Breakthrough Community Services - Utility Assistance Program **Enactment Number:**

Contact: **Meeting Date:** 05/20/2014

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve Public Service Grant Award to Breakthrough Community Services in an amount not to exceed $15,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement 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, Dryden and Naylor

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2014-1103

Title

Approve Public Service Grant Award to Breakthrough Community Services in an amount not to exceed $15,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement 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 DEVELOPMENT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
BREAKTHROUGH COMMUNITY SERVICES

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of May, 2014 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Breakthrough Community Services (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1313 Country Club Road, Hattiesburg, MS 39401) for an amount not to exceed **$15,000.00.** This agreement shall terminate on or before the 31st day of December 2014, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the support of **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 100 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 Periodic Reports, due July 10, October 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.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

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
First Draw requested (not a deadline)	**May 27, 2014**
Periodic report submitted	**July 10, 2014**
Periodic report submitted	**October 10, 2014**
Request final draw (must submit written request by this date if additional time is needed)	**December 8, 2014**
Final report submitted	**December 20, 2014**
Final CDBG-related information entered into IDIS	**December 20, 2014**

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 20th day of May, and end on the 31st day, December, 2014. 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.

Utility Payments (gas and/or electric)	**$15,000.00**
TOTAL	**$15,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (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.

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.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Breakthrough Community Services
City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	1313 Country Club Road Hattiesburg, MS 39401 Phone: (601) 582-3475 Fax:

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 U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. 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 contractor.

C. Hold Harmless

The Subrecipient 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 services 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 & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee 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 a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release 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 the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," 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.

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 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be 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;

c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. 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 the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract 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 contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed 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 contract 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 OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures
   The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports
   The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement
   1. Compliance
      The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
   2. OMB Standards
      Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.
   3. Travel
      The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
   The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
   1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
   2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
   3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted

project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act 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 the 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the 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 as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee 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 all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps 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. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an 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 agent, 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 understanding, a notice, to be provided by the

agency contracting officer, advising the labor union or worker's 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. Equal Employment Opportunity and Affirmative Action (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. Subcontract Provisions
   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

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; inherently religious activities; lobbying; political patronage; and 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 (40 U.S.C. 327 *et seq.*) 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 agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. 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 or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such 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 journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such 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 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject 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 exists that 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 Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban 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 that 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 (including reduction and abatement of lead-based paint hazards), housing construction, or other 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; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the 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 with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is 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 that 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 worker's 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 Part 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 thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract 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 Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any 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 taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract 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 in accordance with applicable procurement requirements. 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 or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

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 of 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 this 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; and
c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
d. Lobbying Certification

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.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material 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 or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar 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 thereunder;

- 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 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (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 construction or rehabilitation 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, Subpart B. Such regulations pertain to all CDBG-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 lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

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 (16 U.S.C. 470) 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 a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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: _____	By: _____
Johnny L. DuPree, Mayor	
Date: _____	Date: _____
Attest: _____	Attest: _____
Connie Everett, City Clerk	
Date: _____	Date: _____

Breakthrough Community Services, Inc.

"Breaking the Shackles of Poverty through Services"

March 27, 2014

Mr. Andrew Ellard
Federal & State Programs
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39401

RE: Utility Assistance Project (limited clientele) - Public Service Grant Proposal

Dear Mr. Ellard,

Breakthrough Community Services, Inc. has a great tradition of helping people in the community who are in need, thanks in part to your past support of the Utility Assistance Program. We are grateful for the support we received from the City of Hattiesburg and believe this project is very much aligned with the Public Service goals of the Community Development Block Grant (CDBG). We are very much interested in continuing our partnering to provide financial utility assistance to low income residents of limited clientele.

The objective of the Utility Assistance program is to help low-income seniors and individuals with disabilities. This initiative is a critical bridge for the most vulnerable population. Economic times are hard and energy prices remain high. Responding to a challenging winter and surging prices, we feel the need to help individuals of limited clientele who could truly benefit from this program. We're already seeing the demand for utility assistance increase this year thanks to winter temperatures in our area. A number of struggling households rely on and are in need of short-term assistance to help cover their heating costs from the winter and cooling expenses in the summer. We continue to have an overwhelming need to provide residents basic services, such as assistance with utilities, shelter, food, and more. There is a tremendous need for assistance in Forrest County; with the City's poverty rate at 27.5% we know that utility instability is a concern while trying to maintain a home.

We are requesting $15,000 from The City of Hattiesburg, Federal & State Programs in order to make a meaningful difference in the lives of our citizens.

I hope you would take this opportunity to renew your support and help us continue this tradition of assistance. We believe that this proposal is consistent with the mission and interest of the Public Service Grant and hope that you will find it in your hearts and budget to support this program. Please feel free to contact me if you require any additional information concerning this proposal.

Thank you,
Arthur L. Siggers
Rev. Arthur L. Siggers
Chairman

1313 Country Club Road, Hattiesburg, MS 39401 (601) 582-3475 (601) 582-0149 fax www.themtolivechurch.org



Breakthrough Community Services, Inc.

1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

Utility Assistant Program Proposal
Public Service Grant

Prepared By/Contact Person:
Dequandra Johnson

Submitted to:
The City of Hattiesburg
Department of Federal and State Programs

March 27, 2014
DUNS Number: 13-312-8244
EIN Number: 31-1676092

Request for Funding Proposal

ORGANIZATION AND MISSION

In 1999, Breakthrough Community Services was established as a 501 (c) (3), not-for-profit organization with the purpose of providing access to quality life and safe housing opportunities. It is our goal to increase the supply of decent affordable housing and homeownership opportunities to very low to low-moderate income individuals. We believe that through education and empowerment, individuals are able to make informed decisions to enhance their quality of life. We offer various counseling services to assist individuals in attaining their housing goals within a positive, supportive counseling experience.

Breakthrough is certified as a HUD approved housing counseling agency through agency intermediary Mississippi Housing Initiative of Jackson, MS. In addition, Breakthrough is certified as a Community Housing Development Organization (CHDO). 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
- Education / Housing Counseling
- CHDO projects - Home Rehabilitation/Repair & Special Projects
- Providing monetary assistance to meet emergency situations
- Providing community services that aid in family preservation

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 mattes of fiscal, capital investment, administrative or personal time. Breakthrough Community Services board members consist of a mixture of low income representation, public sector representatives, and low-income community residents. The Board of Directors assures that the nonprofit fulfills its mission and meets its goals. Breakthrough's Board Members consist of individuals who represent the diversity of the clients served. **See Attached*

COMMUNITY NEED:

There is a tremendous need, especially in low-income neighborhoods, for programs that provide financial assistance and support for our senior citizens and those whom are disabled. The current economy has devastated many and left individuals and families without basic needs. A great majority of all Americans are struggling at a level to provide basic support for their households. Hattiesburg, Forrest County, is experiencing an overwhelming need to provide residents basic services, such as rent help, mortgage assistance, shelter, food, medication support services, and more. The overall request for help and assistance that we receive has increased by 50%.

As the percentage of aging Americans rise and those affected with disabilities, so does the concern for their economic stability. Studies show that income levels reduce with increase in age and disabilities. In relations to the socioeconomic class that we would serve, major life events such as the loss of a spouse, retirement, and affliction with chronic conditions, significantly affects their quality of life. These types of transitions are intertwined with one's economic status. Our seniors and disabled remain among the most economically vulnerable groups. Our goal is to alleviate these disparities that they face. The majority of seniors and disabled individuals do not work and have fewer options for continued income. They are at risk for rising cost of living, which places them at an economic disadvantage.

- The average low-income household spends upward of 15% to 20% of their total monthly income on energy costs – money that could otherwise be used for groceries, health care, education, or other basic necessities.
- According to the national census, 27.5% of people living in Forrest County are classified as poor to low-income.
- About 86 percent of older adults with income receive Social Security income (U.S. Census Bureau, 2010). For 21 percent of these older adults, Social Security is their sole source of income (Social Security Administration, 2012).
- Older individuals in the highest wealth can attribute the majority of their wealth to pensions, housing and other assets, which are generally absent among those of lower incomes.
- About one in 10 persons age 50 and older who report that a disability has reduced or eliminated their ability to work are assisted by Social Security Disability Insurance.

SOLUTION/PROJECT DESCRIPTION:

Breakthrough is proposing to continue the Utility Assistance Program. This program will help seniors and disabled individuals of low income, with their short term needs and also ensure they are self -sufficient in other areas of their lives. This initiative protects the limited clientele served from utility cut-offs and allows eligible applicants temporary financial assistance; which prevents eviction for non-payment of rent/mortgage or interruption of utilities that could lead to homelessness. This is a challenge for seniors and disabled individuals who are living on a fixed income.

Elderly and disabled people are among those who experience the greatest difficulties in their daily life in human settlements. Many of them have low incomes and, as a consequence, a low quality of life. Many communities are not designed or managed to meet the special needs of these groups. They are often excluded from the labor pool, the market place and the social networks of the city because of their inability to traverse the city. Indeed, the problems of elderly and disabled people are persistent because they suffer multiple deprivations, which do not respond well to single-issue policies. There is a demand for assistance, information, and advice as the populations of the country continue to age.

Our efforts to help the elderly and the disabled people in the community are encouraged to contribute to social equality and we stress the value of all human resources made available for all individuals, within the city limits, particularly serving elderly and disabled people. It is important, therefore, to develop citywide strategies for the improvement of living conditions for elderly and disabled people in our community. With people struggling to pay for food, housing, health, and utility related costs in this tough economy, Breakthrough believes now is the time to aid in strengthen the safety net, not cutting it. This proposal for utility assistance has a positive impact on households with elderly and disabled members. Local governments play a leading role in effecting this reformation.

We feel this program was very successful and all goals and objectives were met. The initial goal was to serve eligible households and individuals who are facing financial difficulties due to an unexpected emergency of some sort. In the past, we learned the crisis generally involved a loss or reduction in household income, unexpected medical expenses, car repairs, family dissolution, etc.

Specific guidelines and policies are used to determine eligibility. Utility payments are sent directly to the utility company and are credited to the customer's account to offset the customer's electrical or gas utility bill. In order to assist more individuals/families, a one-time payment will be made for a utility bill, power and gas. In the past, applicants were able to receive assistance a minimum of (3) three times. Our records indicate that only a few were in need of additional help, therefore, in order to serve more families, a one-time payment will be made to the supplier for active accounts. These payments will not exceed $120 per household/applicant. An application, along with proof of income and picture identification of all household members, and a current utility bill must be submitted to determine eligibility.

Breakthrough Community Services, Inc. is fortunate to have qualified staffs who are dedicated to our overall mission and program. On a daily basis, trained staff is available to provide temporary financial intervention and basic case management services in order to stabilize the household's overall well-being. Additionally, participation in a one hour budgeting and money management workshop is recommended, as an integral part of the case management. We also will hold energy efficiency seminars in partnership with MS Power.

Individuals access services by coming to our office, Tuesday and Thursday from 9 am – 12pm. An application must be completed and proper documentation is required to verify income (2 consecutive check stubs, current social security and/or disability benefit statement, number of individuals in the home including their income, current utility bill for which assistance is requested, and identification (driver's license & social security cards). Funds are released on a "first come, first serve." Payments are made directly to the service provider only and all payments will be made on each Friday.

OUTCOMES AND EVALUATIONS: *POPULATION SERVED (2012 demographics)*

- 69 individuals/families served
  - African- American Race
- 57 female
- 12 male
- 26 were < 50% AMI
- 37 were <30% AMI
- 6 were <80 % AMI

PUBLICITY

Breakthrough Community Services, Inc. will be pleased to acknowledge your contribution with appropriate signage at the facility and marketing brochures, flyers, etc. In addition we would like to make mention of your gift in our announcement bulletin and media advertisement.

REQUEST

Breakthrough Community Services, Inc. requests a grant of $15,000 to continue to serve more eligible individuals under the Utility Assistance Program which will make a meaningful difference in the lives of our area's seniors and disabled individuals aide in a better quality of life and to assist in a suitable living environment. Our plan is to dedicate $15,000 to Utility Assistance. Breakthrough is not asking for coverage of administration cost pertaining to salaries, office supplies, and marketing. We would like to reach more qualified applicants and would spend all funds for utility assistance directly for a grand total of $15,000.

Breakthrough Community Services, Inc.

"Breaking the Shackles of Poverty through Services"

VISION STATEMENT

Breakthrough Community Services, Inc. works in partnership with the community to enhance the quality of life and empowering the community through the rendering of social and rehabilitative services.

- Enhance quality of life
- Promote economic prosperity
- Create healthy and safe communities
- Develop affordable housing

MISSION STATEMENT

We are dedicated to improving the quality of life for persons with low-to-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.

VALUES

- Integrity
- Leadership
- Quality of Service
- Partnership
- Honesty
- Respect and Fairness
- Communication
- Accountability

SERVICES

- Providing information and referrals
- Operate as a liaison between local, state, and federal programs
- Provide counseling – individual and group
- Provide 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
- Providing educational and recreational services to children

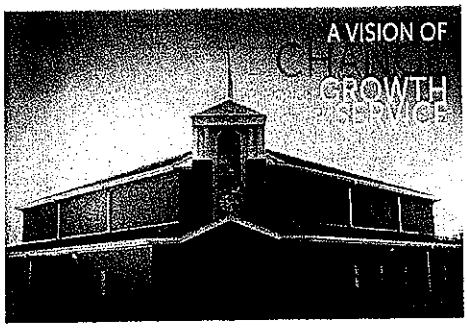
Arthur L. Suggs — SIGNATURE OF Chairman — 3/11/14 — DATE

Annie McGee — SIGNATURE OF Vice-Chairman — 3/11/2014 — DATE

1313 Country Club Road, Hattiesburg, MS 39401 (601) 582-3475 (601) 582-0149 fax www.themtolivechurch.org

Board of Directors

Chairman	Arthur L. Siggers
Vice-Chariman	Annie McGee, Appointed/Retired Law Enforcement 1214 Putnam Avenue Hattiesburg, MS 39401 **Low income neighborhood representative**
Secretary	Delores Williams, Appointed/College Educator 600 Broad Street Hattiesburg, MS 39401 **Low income neighborhood representative**
	Katherine Wright, Appointed/Retired 212 Martin L. King Drive, Apt #2C Hattiesburg, MS 39401 **Low-income community representative**
	Ozell Barnes, Appointed/Retired 1201 Cherry Street Hattiesburg, MS 39401 **Low-income community representative**
	Mary Lumzy, Appointed/Retired 136 Anita Drive Hattiesburg, MS 39401 **Low-income community representative**
	Rossie Anderson-Howze, Elected/Former Housing Director 103 Cotton Creek Drive Hattiesburg, MS 39401 **Low-income community representative**
	Grant Walker, Appointed/Banker P. O. Box 1231 Hattiesburg, MS 39403 **Public Sector representative**
	Carol Jones, Elected/Attorney 713 Ronie Street Hattiesburg, MS 39401 **Public Sector representative**
	Roderick Woullard, Elected/County Supervisor 641 Main Street Hattiesburg, MS 39401 **Public sector representative**



Mt. Olive Baptist Church

Mt. Olive Baptist Christian Daycare & School

Breakthrough Community Services, Inc.

FACT SHEET

Location

The main headquarters of Breakthrough Community Services, Inc is 1313 Country Club Road, Hattiesburg, MS 39401. Administrative operations are conducted at this location.

Parent Organization

Breakthrough Community Services, Inc. is an outreach ministry of Mt. Olive Baptist Church, where Reverend Author L. Siggers is Pastor.

Purpose

Breakthrough is a nonprofit organization geared toward empowering the community through the rendering of social and rehabilitative services. These services include, but are not limited to the following:

- ✓ Providing information and referrals
- ✓ Acting as a liaison between local, state, and federal programs
- ✓ Foreclosure Intervention
- ✓ Budget management (individual and group)
- ✓ Credit & debt counseling (individual and group)
- ✓ Monetary assistance to meet emergency situations
- ✓ Utility Assistance Program (designed to assist elderly y and disabled)
- ✓ Affordable and adequate housing opportunities for low to moderate income citizens
- ✓ Providing community services that aid in family preservation through establishment of boys/girls group homes, sponsoring senior activities, teaching parenting classes, coordinating HIV/AIDS prevention activities, and providing teenage pregnancy prevention activities
- ✓ Education and recreational services to children

Governing

Breakthrough is governed by a Board of Directors, who assure that the nonprofit fulfills its mission and meets its goals. Board members consist of individuals who represent the diversity of the clients served.

Funding/Support

The principle funding and support for the program is through the following:

- ✓ A grant from the City of Hattiesburg, Department of Housing & Urban Development
- ✓ Contributions from Community Reinvestment Act
- ✓ Volunteer contributions of goods and services from the community
- ✓ Mt. Olive Baptist Church

Internal Revenue Service
Director, EO Rulings & Agreements
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Employer Identification Number:
31-1676092
Document Locator Number:
17053-059-76800-4
Toll Free Number: 877-829-5500
FAX Number: 513-263-3756

Date: March 6, 2004

BREAKTHROUGH COMMUNITY SERVICES INC
PO BOX 15309
HATTIESBURG, MS 39404

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.

State of Mississippi

Office of the Secretary of State

C. Delbert Hosemann, Jr., Secretary of State

Jackson, Mississippi

CERTIFICATE

I, C. DELBERT HOSEMANN, JR., Secretary of State of the State of Mississippi, and as such, the legal custodian of the corporate records, required by the laws of Mississippi, to be filed in my office, do hereby certify as follows:

That on May 18, 1999, the State of Mississippi issued a non profit charter of incorporation/certificate of authority to BREAKTHROUGH COMMUNITY SERVICES.

That the registered office of said corporation is located at 1313 COUNTRY CLUB RD, HATTIESBURG, MS 39401 and the registered agent at that address is MOUNT OLIVE BAPTIST CHURCH.

That the period of duration is perpetual.

That insofar as the records of this office are concerned the said BREAKTHROUGH COMMUNITY SERVICES is in good standing at this time.

SECRETARY OF STATE ★ STATE OF MISSISSIPPI ★ OFFICIAL

Given under my hand
and seal of office
March 11, 2014

C. Delbert Hosemann, Jr.

C. Delbert Hosemann, Jr.
Secretary of State

CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM

GENERAL INFORMATION

Date: 3/27/2014

Organization Name: Breakthrough Community Services, Inc.

Organization Representative: Rev. 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, seniors & disabled, w/i City limits.
2. Senior citizen services & low-income
3. Provide decent & suitable living environment; aid in relief; prevent homelessness

Numeric Goals & Objectives as stated in the statement of work:
1. Provide financial utility assistance to low-income limited clientele; prevent homelessness
2. Coordinate utility Assistance and energy efficient education w/ service providers.
3. Effective delivery of Public Services & Strong 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? a minimum of 100 (individuals/families/households)

Who is the intended clientele of this service? Senior citizens (62 or older) disabled & must be income eligible by HUD Guidelines (income).

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: our agency has not had an audit within the last 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? 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 L. Diggs

CITY OF HATTIESBURG

COMMUNITY DEVELOPMENT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
BREAKTHROUGH COMMUNITY SERVICES

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of May, 2014 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Breakthrough Community Services (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1313 Country Club Road, Hattiesburg, MS 39401) for an amount not to exceed **$15,000.00.** This agreement shall terminate on or before the 31st day of December 2014, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the support of **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 100 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 Periodic Reports, due July 10, October 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.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

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
First Draw requested (not a deadline)	**May 27, 2014**
Periodic report submitted	**July 10, 2014**
Periodic report submitted	**October 10, 2014**
Request final draw (must submit written request by this date if additional time is needed)	**December 8, 2014**
Final report submitted	**December 20, 2014**
Final CDBG-related information entered into IDIS	**December 20, 2014**

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 20th day of May, and end on the 31st day, December, 2014. 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.

Utility Payments (gas and/or electric)	**$15,000.00**
TOTAL	**$15,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (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.

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.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Breakthrough Community Services
City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	1313 Country Club Road Hattiesburg, MS 39401 Phone: (601) 582-3475 Fax:

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 U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. 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 contractor.

C. Hold Harmless

The Subrecipient 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 services 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 & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee 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 a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release 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 the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," 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.

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 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be 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;

c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. 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 the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract 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 contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed 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 contract 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 OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures
   The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports
   The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement
   1. Compliance
      The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
   2. OMB Standards
      Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.
   3. Travel
      The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
   The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
   1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
   2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
   3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted

project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act 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 the 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the 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 as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee 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 all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps 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. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an 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 agent, 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 understanding, a notice, to be provided by the

agency contracting officer, advising the labor union or worker's 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. Equal Employment Opportunity and Affirmative Action (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. Subcontract Provisions
   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

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; inherently religious activities; lobbying; political patronage; and 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 (40 U.S.C. 327 *et seq.*) 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 agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. 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 or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such 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 journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such 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 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject 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 exists that 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 Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban 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 that 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 (including reduction and abatement of lead-based paint hazards), housing construction, or other 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; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the 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 with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is 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 that 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 worker's 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 Part 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 thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract 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 Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any 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 taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract 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 in accordance with applicable procurement requirements. 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 or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

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 of 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 this 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; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material 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 or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar 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 thereunder;

- 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 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (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 construction or rehabilitation 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, Subpart B. Such regulations pertain to all CDBG-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 lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

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 (16 U.S.C. 470) 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 a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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: 5-20-14

Attest: Connie Everett (DC)
Connie Everett, City Clerk

Date: 5-20-14

Breakthrough Community Services

By: Arthur L. Driggers

Date: 5-20-14

Attest: _____

Date: 5-20-14

Breakthrough Community Services, Inc.

"Breaking the Shackles of Poverty through Services"

March 27, 2014

Mr. Andrew Ellard
Federal & State Programs
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39401

RE: Utility Assistance Project (limited clientele) - Public Service Grant Proposal

Dear Mr. Ellard,

Breakthrough Community Services, Inc. has a great tradition of helping people in the community who are in need, thanks in part to your past support of the Utility Assistance Program. We are grateful for the support we received from the City of Hattiesburg and believe this project is very much aligned with the Public Service goals of the Community Development Block Grant (CDBG). We are very much interested in continuing our partnering to provide financial utility assistance to low income residents of limited clientele.

The objective of the Utility Assistance program is to help low-income seniors and individuals with disabilities. This initiative is a critical bridge for the most vulnerable population. Economic times are hard and energy prices remain high. Responding to a challenging winter and surging prices, we feel the need to help individuals of limited clientele who could truly benefit from this program. We're already seeing the demand for utility assistance increase this year thanks to winter temperatures in our area. A number of struggling households rely on and are in need of short-term assistance to help cover their heating costs from the winter and cooling expenses in the summer. We continue to have an overwhelming need to provide residents basic services, such as assistance with utilities, shelter, food, and more. There is a tremendous need for assistance in Forrest County; with the City's poverty rate at 27.5% we know that utility instability is a concern while trying to maintain a home.

We are requesting $15,000 from The City of Hattiesburg, Federal & State Programs in order to make a meaningful difference in the lives of our citizens.

I hope you would take this opportunity to renew your support and help us continue this tradition of assistance. We believe that this proposal is consistent with the mission and interest of the Public Service Grant and hope that you will find it in your hearts and budget to support this program. Please feel free to contact me if you require any additional information concerning this proposal.

Thank you,
Arthur L. Siggers
Rev. Arthur L. Siggers
Chairman

1313 Country Club Road, Hattiesburg, MS 39401 (601) 582-3475 (601) 582-0149 fax www.themtolivechurch.org



Breakthrough Community Services, Inc.

1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

Utility Assistant Program Proposal
Public Service Grant

Prepared By/Contact Person:
Dequandra Johnson

Submitted to:
The City of Hattiesburg
Department of Federal and State Programs

March 27, 2014
DUNS Number: 13-312-8244
EIN Number: 31-1676092

Request for Funding Proposal

ORGANIZATION AND MISSION

In 1999, Breakthrough Community Services was established as a 501 (c) (3), not-for-profit organization with the purpose of providing access to quality life and safe housing opportunities. It is our goal to increase the supply of decent affordable housing and homeownership opportunities to very low to low-moderate income individuals. We believe that through education and empowerment, individuals are able to make informed decisions to enhance their quality of life. We offer various counseling services to assist individuals in attaining their housing goals within a positive, supportive counseling experience.

Breakthrough is certified as a HUD approved housing counseling agency through agency intermediary Mississippi Housing Initiative of Jackson, MS. In addition, Breakthrough is certified as a Community Housing Development Organization (CHDO). 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
- Education / Housing Counseling
- CHDO projects - Home Rehabilitation/Repair & Special Projects
- Providing monetary assistance to meet emergency situations
- Providing community services that aid in family preservation

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 mattes of fiscal, capital investment, administrative or personal time. Breakthrough Community Services board members consist of a mixture of low income representation, public sector representatives, and low-income community residents. The Board of Directors assures that the nonprofit fulfills its mission and meets its goals. Breakthrough's Board Members consist of individuals who represent the diversity of the clients served. **See Attached*

COMMUNITY NEED:

There is a tremendous need, especially in low-income neighborhoods, for programs that provide financial assistance and support for our senior citizens and those whom are disabled. The current economy has devastated many and left individuals and families without basic needs. A great majority of all Americans are struggling at a level to provide basic support for their households. Hattiesburg, Forrest County, is experiencing an overwhelming need to provide residents basic services, such as rent help, mortgage assistance, shelter, food, medication support services, and more. The overall request for help and assistance that we receive has increased by 50%.

As the percentage of aging Americans rise and those affected with disabilities, so does the concern for their economic stability. Studies show that income levels reduce with increase in age and disabilities. In relations to the socioeconomic class that we would serve, major life events such as the loss of a spouse, retirement, and affliction with chronic conditions, significantly affects their quality of life. These types of transitions are intertwined with one's economic status. Our seniors and disabled remain among the most economically vulnerable groups. Our goal is to alleviate these disparities that they face. The majority of seniors and disabled individuals do not work and have fewer options for continued income. They are at risk for rising cost of living, which places them at an economic disadvantage.

- The average low-income household spends upward of 15% to 20% of their total monthly income on energy costs – money that could otherwise be used for groceries, health care, education, or other basic necessities.
- According to the national census, 27.5% of people living in Forrest County are classified as poor to low-income.
- About 86 percent of older adults with income receive Social Security income (U.S. Census Bureau, 2010). For 21 percent of these older adults, Social Security is their sole source of income (Social Security Administration, 2012).
- Older individuals in the highest wealth can attribute the majority of their wealth to pensions, housing and other assets, which are generally absent among those of lower incomes.
- About one in 10 persons age 50 and older who report that a disability has reduced or eliminated their ability to work are assisted by Social Security Disability Insurance.

SOLUTION/PROJECT DESCRIPTION:

Breakthrough is proposing to continue the Utility Assistance Program. This program will help seniors and disabled individuals of low income, with their short term needs and also ensure they are self -sufficient in other areas of their lives. This initiative protects the limited clientele served from utility cut-offs and allows eligible applicants temporary financial assistance; which prevents eviction for non-payment of rent/mortgage or interruption of utilities that could lead to homelessness. This is a challenge for seniors and disabled individuals who are living on a fixed income.

Elderly and disabled people are among those who experience the greatest difficulties in their daily life in human settlements. Many of them have low incomes and, as a consequence, a low quality of life. Many communities are not designed or managed to meet the special needs of these groups. They are often excluded from the labor pool, the market place and the social networks of the city because of their inability to traverse the city. Indeed, the problems of elderly and disabled people are persistent because they suffer multiple deprivations, which do not respond well to single-issue policies. There is a demand for assistance, information, and advice as the populations of the country continue to age.

Our efforts to help the elderly and the disabled people in the community are encouraged to contribute to social equality and we stress the value of all human resources made available for all individuals, within the city limits, particularly serving elderly and disabled people. It is important, therefore, to develop citywide strategies for the improvement of living conditions for elderly and disabled people in our community. With people struggling to pay for food, housing, health, and utility related costs in this tough economy, Breakthrough believes now is the time to aid in strengthen the safety net, not cutting it. This proposal for utility assistance has a positive impact on households with elderly and disabled members. Local governments play a leading role in effecting this reformation.

We feel this program was very successful and all goals and objectives were met. The initial goal was to serve eligible households and individuals who are facing financial difficulties due to an unexpected emergency of some sort. In the past, we learned the crisis generally involved a loss or reduction in household income, unexpected medical expenses, car repairs, family dissolution, etc.

Specific guidelines and policies are used to determine eligibility. Utility payments are sent directly to the utility company and are credited to the customer's account to offset the customer's electrical or gas utility bill. In order to assist more individuals/families, a one-time payment will be made for a utility bill, power and gas. In the past, applicants were able to receive assistance a minimum of (3) three times. Our records indicate that only a few were in need of additional help, therefore, in order to serve more families, a one-time payment will be made to the supplier for active accounts. These payments will not exceed $120 per household/applicant. An application, along with proof of income and picture identification of all household members, and a current utility bill must be submitted to determine eligibility.

Breakthrough Community Services, Inc. is fortunate to have qualified staffs who are dedicated to our overall mission and program. On a daily basis, trained staff is available to provide temporary financial intervention and basic case management services in order to stabilize the household's overall well-being. Additionally, participation in a one hour budgeting and money management workshop is recommended, as an integral part of the case management. We also will hold energy efficiency seminars in partnership with MS Power.

Individuals access services by coming to our office, Tuesday and Thursday from 9 am – 12pm. An application must be completed and proper documentation is required to verify income (2 consecutive check stubs, current social security and/or disability benefit statement, number of individuals in the home including their income, current utility bill for which assistance is requested, and identification (driver's license & social security cards). Funds are released on a "first come, first serve." Payments are made directly to the service provider only and all payments will be made on each Friday.

OUTCOMES AND EVALUATIONS: *POPULATION SERVED (2012 demographics)*

- 69 individuals/families served
  - African- American Race
- 57 female
- 12 male
- 26 were < 50% AMI
- 37 were <30% AMI
- 6 were <80 % AMI

PUBLICITY

Breakthrough Community Services, Inc. will be pleased to acknowledge your contribution with appropriate signage at the facility and marketing brochures, flyers, etc. In addition we would like to make mention of your gift in our announcement bulletin and media advertisement.

REQUEST

Breakthrough Community Services, Inc. requests a grant of $15,000 to continue to serve more eligible individuals under the Utility Assistance Program which will make a meaningful difference in the lives of our area's seniors and disabled individuals aide in a better quality of life and to assist in a suitable living environment. Our plan is to dedicate $15,000 to Utility Assistance. Breakthrough is not asking for coverage of administration cost pertaining to salaries, office supplies, and marketing. We would like to reach more qualified applicants and would spend all funds for utility assistance directly for a grand total of $15,000.

VISION STATEMENT

Breakthrough Community Services, Inc. works in partnership with the community to enhance the quality of life and empowering the community through the rendering of social and rehabilitative services.

- Enhance quality of life
- Promote economic prosperity
- Create healthy and safe communities
- Develop affordable housing

MISSION STATEMENT

We are dedicated to improving the quality of life for persons with low-to-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.

VALUES

- Integrity
- Leadership
- Quality of Service
- Partnership
- Honesty
- Respect and Fairness
- Communication
- Accountability

SERVICES

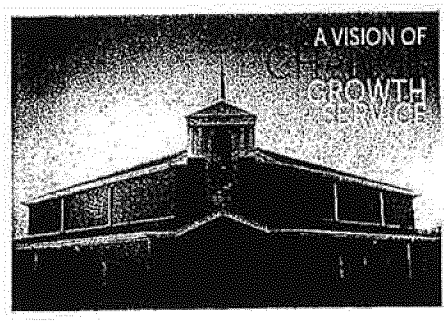
- Providing information and referrals
- Operate as a liaison between local, state, and federal programs
- Provide counseling – individual and group
- Provide monetary assistance to meet emergency situations
- Providing opportunities for low-income citizens to obtain adequate and affordable housing.
- Providing community services that aid in family preservation through
- Providing educational and recreational services to children

Arthur L. Suggs — SIGNATURE OF Chairman — 3/11/14 — DATE

Annie McGee — SIGNATURE OF Vice-Chairman — 3/11/2014 — DATE

Board of Directors

Chairman	Arthur L. Siggers
Vice-Chariman	Annie McGee, Appointed/Retired Law Enforcement 1214 Putnam Avenue Hattiesburg, MS 39401 **Low income neighborhood representative**
Secretary	Delores Williams, Appointed/College Educator 600 Broad Street Hattiesburg, MS 39401 **Low income neighborhood representative**
	Katherine Wright, Appointed/Retired 212 Martin L. King Drive, Apt #2C Hattiesburg, MS 39401 **Low-income community representative**
	Ozell Barnes, Appointed/Retired 1201 Cherry Street Hattiesburg, MS 39401 **Low-income community representative**
	Mary Lumzy, Appointed/Retired 136 Anita Drive Hattiesburg, MS 39401 **Low-income community representative**
	Rossie Anderson-Howze, Elected/Former Housing Director 103 Cotton Creek Drive Hattiesburg, MS 39401 **Low-income community representative**
	Grant Walker, Appointed/Banker P. O. Box 1231 Hattiesburg, MS 39403 **Public Sector representative**
	Carol Jones, Elected/Attorney 713 Ronie Street Hattiesburg, MS 39401 **Public Sector representative**
	Roderick Woullard, Elected/County Supervisor 641 Main Street Hattiesburg, MS 39401 **Public sector representative**



Mt. Olive Baptist Church

Mt. Olive Baptist Christian
Daycare & School
Breakthrough Community
Services, Inc.

FACT SHEET

Location

The main headquarters of Breakthrough Community Services, Inc is 1313 Country Club Road, Hattiesburg, MS 39401. Administrative operations are conducted at this location.

Parent Organization

Breakthrough Community Services, Inc. is an outreach ministry of Mt. Olive Baptist Church, where Reverend Author L. Siggers is Pastor.

Purpose

Breakthrough is a nonprofit organization geared toward empowering the community through the rendering of social and rehabilitative services. These services include, but are not limited to the following:

- ✓ Providing information and referrals
- ✓ Acting as a liaison between local, state, and federal programs
- ✓ Foreclosure Intervention
- ✓ Budget management (individual and group)
- ✓ Credit & debt counseling (individual and group)
- ✓ Monetary assistance to meet emergency situations
- ✓ Utility Assistance Program (designed to assist elderly y and disabled)
- ✓ Affordable and adequate housing opportunities for low to moderate income citizens
- ✓ Providing community services that aid in family preservation through establishment of boys/girls group homes, sponsoring senior activities, teaching parenting classes, coordinating HIV/AIDS prevention activities, and providing teenage pregnancy prevention activities
- ✓ Education and recreational services to children

Governing

Breakthrough is governed by a Board of Directors, who assure that the nonprofit fulfills its mission and meets its goals. Board members consist of individuals who represent the diversity of the clients served.

Funding/Support

The principle funding and support for the program is through the following:

- ✓ A grant from the City of Hattiesburg, Department of Housing & Urban Development
- ✓ Contributions from Community Reinvestment Act
- ✓ Volunteer contributions of goods and services from the community
- ✓ Mt. Olive Baptist Church

Internal Revenue Service
Director, EO Rulings & Agreements
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Employer Identification Number:
31-1676092
Document Locator Number:
17053-059-76800-4
Toll Free Number: 877-829-5500
FAX Number: 513-263-3756

Date: March 6, 2004

BREAKTHROUGH COMMUNITY SERVICES INC
PO BOX 15309
HATTIESBURG, MS 39404

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.

State of Mississippi

Office of the Secretary of State

C. Delbert Hosemann, Jr., Secretary of State
Jackson, Mississippi

CERTIFICATE

I, C. DELBERT HOSEMANN, JR., Secretary of State of the State of Mississippi, and as such, the legal custodian of the corporate records, required by the laws of Mississippi, to be filed in my office, do hereby certify as follows:

That on May 18, 1999, the State of Mississippi issued a non profit charter of incorporation/certificate of authority to BREAKTHROUGH COMMUNITY SERVICES.

That the registered office of said corporation is located at 1313 COUNTRY CLUB RD, HATTIESBURG, MS 39401 and the registered agent at that address is MOUNT OLIVE BAPTIST CHURCH.

That the period of duration is perpetual.

That insofar as the records of this office are concerned the said BREAKTHROUGH COMMUNITY SERVICES is in good standing at this time.

SECRETARY OF STATE * STATE OF MISSISSIPPI * OFFICIAL

Given under my hand
and seal of office
March 11, 2014

C. Delbert Hosemann, Jr.

C. Delbert Hosemann, Jr.
Secretary of State

CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM

GENERAL INFORMATION

Date: 3/27/2014

Organization Name: Breakthrough Community Services, Inc.

Organization Representative: Rev. 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, seniors & disabled, w/i city limits.
2. Senior citizen services & low-income
3. Provide decent & suitable living environment; aid in relief; prevent homelessness

Numeric Goals & Objectives as stated in the statement of work:
1. Provide financial utility assistance to low-income limited clientele; prevent homelessness
2. Coordinate utility assistance and energy efficient education w/ service providers.
3. Effective delivery of Public Services & strong 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? a minimum of 100 (individuals/families households)

Who is the intended clientele of this service? Senior citizens (62 or older), disabled & must be income eligible by HUD Guidelines (income).

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: our agency has not had an audit within the last 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? 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: Deguandra 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 L. Diggs

City of Hattiesburg, MS

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

Master

File Number: 2014-1124

File ID: 2014-1124 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 05/13/2014

Brief Title: Domestic Abuse Family Shelter - CDBG Public Service Grant Award **Final Action:** 05/20/2014

Minute Book Number: MB2014-143

Title:

Approve Public Service Grant Award to Domestic Abuse Family Shelter in an amount not to exceed $15,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Notes:

Sponsors: **Enactment Date:**

Attachments: Public Service - Domestic Abuse Family Shelter, Domestic Abuse Family Shelter, ExecutedPublic Service - Domestic Abuse Family Shelter **Enactment Number:**

Contact: **Meeting Date:** 05/20/2014

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to Approve Public Service Grant Award to Domestic Abuse Family Shelter in an amount not to exceed $15,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement 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, Dryden and Naylor

Nays: 0

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

ΓEL-No Vote: 0

Text of Legislative File 2014-1124

Title

Approve Public Service Grant Award to Domestic Abuse Family Shelter in an amount not to exceed $15,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Summary

Domestic Abuse Family Shelter - CDBG Public Service Grant Award

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COMMUNITY DEVELOPMENT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
DOMESTIC ABUSE FAMILY SHELTER

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of May, 2014 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Domestic Abuse Family Shelter (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (P.O. Box 1504, 39403-1504) for an amount not to exceed **$15,000.00.** This agreement shall terminate on or before the 31st day of December 2014, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the support of operations and programming at the Subrecipient's Hattiesburg shelter for victims of domestic violence.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to support public service programs for clients at its Hattiesburg shelter location for victims of domestic abuse. The Subrecipient intends to benefit approximately 50 people including adults and children. Services include 24-hour emergency shelter and related room and board for victims, educational programming, counseling services, referral services, life-skills training, child care, and other related activities.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from any of its services housed in the Hattiesburg shelter location. The Subrecipient will collect demographic and income data on all participants and will maintain appropriate client files. It is understood that the nature of the subrecipient's services – serving battered spouses and/or abused children – is such that those individuals may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on all people (and households) served, regardless of whether or not a participant "completes" a certain program. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due July 10, October 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.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

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
First Draw requested (not a deadline)	**May 27, 2014**
Periodic report submitted	**July 10, 2014**
Periodic report submitted	**October 10, 2014**
Request final draw (must submit written request by this date if additional time is needed)	**December 8, 2014**
Final report submitted	**December 20, 2014**
Final CDBG-related information entered into IDIS	**December 20, 2014**

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 20th day of May, and end on the 31st day, December, 2014. 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.

Food, Supplies, Consumables, Etc.	**$4,500.00**
Programs and related Materials, Client Services	**$4,500.00**
Shelter Operations – utilities (non-city), maintenance, insurance, etc.	**$6,000.00**
TOTAL	**$15,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (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.

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.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Domestic Abuse Family Shelter
City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	Becky Sims, Executive Director P.O. Box 1504 Hattiesburg, MS 39403-1504 Phone: (601) 428-1707 Fax:

VI. SPECIAL CONDITIONS

It is understood that parts of the proposed budget may be variable based on the number of participants in the program. Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to beneficiaries/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.

If applicable, 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 U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws,

regulations, and policies governing the funds provided under this contract. 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 contractor.

C. Hold Harmless

The Subrecipient 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 services 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 & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee 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 a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release 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 the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

   The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," 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.

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 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be 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;
   c. Records required to determine the eligibility of activities;
   d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
   e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
   f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
   g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

   The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. 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 the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

   The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

   The Subrecipient understands that client information collected under this contract 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 contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

   The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

   All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed 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 contract 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 OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this

Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

   The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act 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 the 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

   The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

   This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the 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 as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee 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 all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps 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. Approved Plan

   The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

   The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority

and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an 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 agent, 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 understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's 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. Equal Employment Opportunity and Affirmative Action (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. Subcontract Provisions
   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

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; inherently religious activities; lobbying; political patronage; and 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 (40 U.S.C. 327 *et seq.*) 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 agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. 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 or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such 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 journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such 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 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject 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 exists that 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 Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban 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 that 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 (including reduction and abatement of lead-based paint hazards), housing construction, or other 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; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the 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 with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is 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 that 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 worker's 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 Part 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 thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract 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 Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any 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 taken to correct areas of noncompliance.

c. Content
The Subrecipient shall cause all of the provisions of this contract 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 in accordance with applicable procurement requirements. 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 or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest
The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
   a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
   b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

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 of 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 this 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; and
   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
   d. Lobbying Certification
   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.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright
If this contract results in any copyrightable material 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 or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar 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 thereunder;
- 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 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (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 construction or rehabilitation 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, Subpart B. Such regulations pertain to all CDBG-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 lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

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 (16 U.S.C. 470) 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 a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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: _____

Attest: _____
Connie Everett, City Clerk
Date: _____

Domestic Abuse Family Shelter

By: _____
Becky Sims, Executive Director
Date: _____

Attest: _____

Date: _____

DAFS
Domestic Abuse
Family Shelter, Inc.

24-HOUR CRISIS LINE 1-800-649-1092
Business Office 601-428-1707

P.O. Box 273
Laurel, MS 39441-0273
601-428-8821

P.O. Box 1504
Hattiesburg, MS 39403-1504
601-582-2102

City of Hattiesburg
Community Development Block Grant
Public Service Grant Proposal
April 7, 2014

1. The Domestic Abuse Family Shelter, Inc. (DAFS) is a private, non-profit United Way agency. It was founded in 1984 to serve victims of domestic violence, their children, and abusers in an eleven-county service area in the Pine Belt. The first shelter opened in Laurel in 1984 and the Hattiesburg Shelter was opened in 1998 within the city limits of Hattiesburg. The need for this shelter has been confirmed by the numbers of clients served and support from the community. (See attached mission statement). The agency is administered by Executive Director, Becky Sims, who is the contact person. The staff at the Hattiesburg Shelter consists of a Shelter Manager, five residential workers, a child care worker, and an aftercare case manager. (See attached organizational chart).

DAFS currently holds a 501(c) 3 status with the IRS, (See attached letter) and is a registered charity with the Mississippi Secretary of State. (See attached certificate) EIN # is 61-0681477 and Duns # is 038181975. (See attached registration)

The Board of Directors, consisting of community volunteers, provides leadership to DAFS. Current members bring various skills and experience from the areas of business, nursing, public relations, law, academia, and finance. Board membership includes David Tisdale, President (works in public relations and marketing at USM), Elizabeth Porter, Secretary (an attorney in Hattiesburg), Becky Stewart, Treasurer (Principal of Northeast Jones Elementary School in Jones County), Joy Lubritz, Vice-President, (a community volunteer), Renee Dawson (registered nurse in Jones County and survivor of domestic violence), Gypsy Shemper (community volunteer), William King (salesman, King Lumber Company in Bassfield), LaTonya Frelix (website filler, USM Marketing), Debbie Thorn, community volunteer in Hattiesburg, Leah Franc, community volunteer, Hattiesburg, Georgette Watson, restaurant owner in Hattiesburg, and Seth Assink, Trustmark Bank in Laurel..

United Way
A United Way Agency

2. This proposal is submitted for assistance for homeless persons who are victims of domestic violence and their children through the services offered in the Hattiesburg Shelter. The shelter provides all basic needs, beds and clean bedding, linens and towels, food and washing facilities, transportation, individual and group counseling, information and referrals, case management, victim advocacy, life skills training, child care and children's needs, children's educational classes, financial management classes, and parenting classes. The shelter provides 20 beds. The majority of shelter residents report income levels at or below poverty level.

   Many of the shelter clients have special needs, such as domestic violence counseling, sexual assault counseling, mental health issues, HIV/AIDS issues, and substance abuse issues. Domestic violence counseling is provided at the shelter and all other issues are referred to other agencies in the community who handle those issues.

   The shelter has wheelchair access at the outside and one of the bathrooms. For those who do not speak English or limited English, volunteer translators are utilized from local churches to assist.

3. PROPOSED BUDGET (July, 2014 – December, 2014)

INCOME

CITY OF HATTIESBURG (CDBG)	$15,000.00
UNITED WAY OF SOUTHEAST MISSISSIPPI	$ 2,659.00
VICTIMS OF CRIME ASSISTANCE GRANT	$40,331.00
STOP VIOLENCE AGAINST WOMEN GRANT	$ 9,078.00
MS. STATE DEPT. OF HEALTH DOMESTIC VIOLENCE FUND	$11,139.00
FAMILY VIOLENCE PREVENTION GRANT	$15,127.00
TOTAL INCOME	$93,334.00

EXPENSES

PERSONNEL/PAYROLL TAXES	$75,675.00
NON-PERSONNEL (CDBG)	$15,000.00
Food, Supplies, Consumables, Etc.	$ 4,500.00
Programs and related Materials, Client Services	$ 4,500.00
Shelter Operations – utilities, maintenance, insurance, etc.	$ 6,000.00
NON-PERSONNEL (UNITED WAY)Supporting above expenses	$ 2,659.00
TOTAL BUDGET	$93,334.00

PROPOSED BUDGET NARRATIVE

Personnel consists of a full-time Shelter Manager, five part-time Residential Workers, a Child Care Worker, Aftercare Case Manager, and Counselor.

Non-Personnel expenses consist of food, household supplies, travel (client transportation), telephone, utilities, building/maintenance, fire insurance premiums, liability insurance premiums, and educational materials.

Monies requested from the Public Services grant will be applied to the Non-personnel items.

4. PROGAM OUTCOMES OR BENCHMARKS

GOALS AND OBJECTIVES
HATTIESBURG SHELTER
GOAL: Break the cycle of violence and prevent homelessness by helping victims of domestic violence who are homeless who reside in shelter become self-sufficient and provide specialized services to their children.
OBJECTIVES:

1. Provide 24-hour temporary emergency shelter to 67 women and 60 children in the Hattiesburg Shelter.
2. Provide referrals to social service, medical, legal, housing, educational assistance, job training, mental health and alcohol/drug or psychiatric agencies as needed to 100% of shelter clients.
3. Provide information and materials for weekly meetings regarding life skills for shelter clients in the evenings.
4. Provide adequate child care services to 100% of age-appropriate children in shelter whose mother consent.
5. Provide at least one age-appropriate educational class per week to children in shelter whose mothers consent.
6. Provide at least one financial management class per week to shelter clients.
7. Provide after school programs, mentoring and tutoring for shelter clients served by aftercare case management.
8. Provide emotional support and transportation assistance to 100% of clients served by aftercare case management.

GOAL: Reduce emotional distress and increase level of support with victims/survivors of domestic violence who are homeless in shelter.
OBJECTIVES:

1. Provide 2-5 individual counseling sessions per month for appropriate clients in shelter.
2. Provide weekly support groups for clients in shelter.
3. Increase knowledge of safety planning and community resources.

PLEASE SEE ATTACHMENT 6 (Program Logic Models)

LISTING OF ATTACHMENTS

1 MISSION AND PHILOSOPHY STATEMENT
2 ORGANIZATIONAL CHART
3 CURRENT DUNS REGISTRATION
4 IRS 501(C)3 LETTER
5 SECRETARY OF STATE CHARITY REGISTRATION
6 LOGIC MODELS FOR GOALS AND OBJECTIVES
7. CDBG PUBLIC SERVICE APPLICATION FORM

DOMESTIC ABUSE FAMILY SHELTER, INC. (DAFS)

"Dedicated to breaking the cycle of abuse"

MISSION STATEMENT

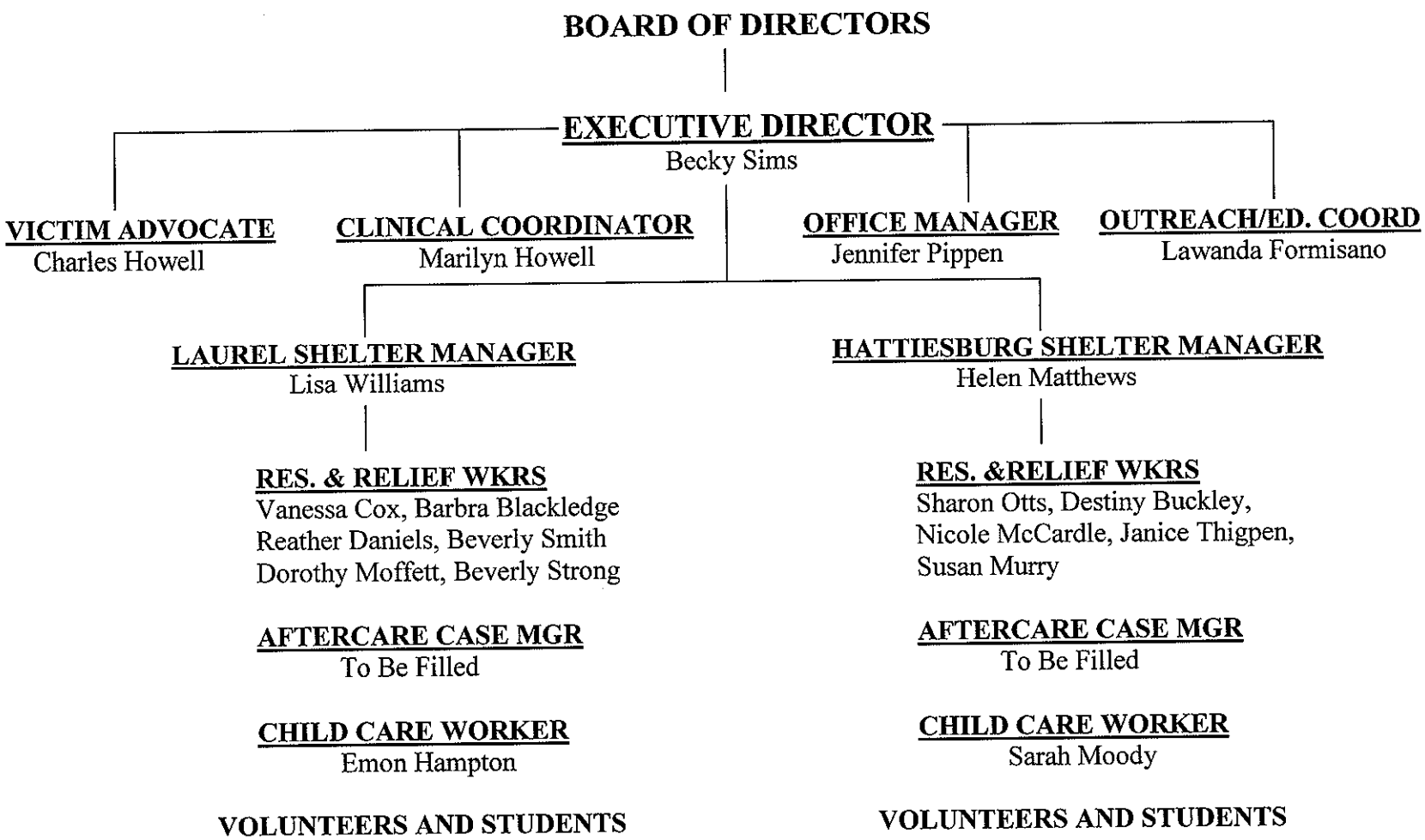
DAFS is dedicated to breaking the cycle of abuse by maintaining a program with a broad base of services, community support as well as local and state involvement. DAFS' purpose is to provide victims of domestic violence with the skills, tools, and understanding to make choices leading to violence-free living and to raise awareness of domestic violence in the community at large.

PHILOSOPHY STATEMENT

DAFS believes in the right of all persons to live without fear of abuse, oppression or violence. DAFS supports respect and equality in relationships and believes that our services and programs should empower victims of domestic violence and prepare them to be self-sufficient.

DOMESTIC ABUSE FAMILY SHELTER, INC.

ORGANIZATIONAL CHART



Selected Company: DOMESTIC ABUSE FAMILY SHELTER INC
D-U-N-S #: 03-818-1975

Overview

Business Summary

Company Name:	DOMESTIC ABUSE FAMILY SHELTER INC	
D-U-N-S #:	03-818-1975	
DBA's:	N/A	
Address:	210 E Kingston St	
City:	Laurel	
State:	MS	
Zip:	39440	
Phone:	6014281707	
Principal:	BECKY SIMS	
Year Started:	1984	
Employs:	19 which includes owner.	
SIC Code(s):	83220500	Family counseling services
NAICS Code(s):	624190	Other Individual and Family Services
Legal Structure:	N/A	

Special Events

There have been no special events reported to D&B for this company.

History and Operations

Officers and Directors

Current Officers

Name	Title
BECKY SIMS	CEO
DAVID TISDALE	PRES
BECKY STEWART	TREAS
TOM CANIZARO	VPRES
ELIZABETH TODD	SEC

Current Directors

No directors have been listed in this company report.

Company History

Provides individual or family social services, specialized in in family counseling.

Territory : Regional.

Operations

Employees

19 which includes owner.

Facilities

Occupies premises in building.

Location

Industrial section on side street.

U.S. Branch

There are currently no U.S. branches listed in this company report.

U.S. Subsidiary

There are currently no U.S. subsidiaries listed in this company report.

International Branch

There are currently no international branches listed in this company report.

International Subsidiary

There are currently no international subsidiaries listed in this company report.

Payments

Payment Summary

	Total Received	Total Dollar Amount	Largest High Credit Payment summary	Within Terms	Days Slow 31	30-80	81-90	90
Top Industries								
Short-trm busn credit	1	$2,500	$2,500	100%	0	0	0	0
Radiotelephone commun	1	$750	$750	100%	0	0	0	0
Telephone communictns	1	$250	$250	100%	0	0	0	0
Other Categories								
Cash experiences	0	$0	$0					
Unknown	0	$0	$0					
Unfavorable comments	0	$0	$0					
Placed for collections with D&B:	0	$0	$0					
Other	0	N/A	$0					
Total in D&B's file	3	$3,500	$2,500					

The highest Now Owes on file is $1,000

The highest Past Due on file is $0

There are 3 payment experience(s) in D&Bs file for the most recent 24 months, with 2 experience(s) reported during the last three month period.

Payment Details

Total (Last 12 Months): 3

Date ◆	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/i (Mo.)
02/2014	Ppt	$2,500	$1,000	$0		1 mo
02/2014	Ppt	$250	$100	$0		1 mo
02/2013	Ppt	$750	$0	$0		6-12 mos

Payments Detail Key: ▒ 30 or more days beyond terms

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Finances

Key Financial Comparisons

	2006($)	2007($)	2008($)
This Company's Operating Results Year Over Year			
Net Sales	NA	NA	332,690.00
Gross Profit	NA	NA	NA
Net Profit	NA	NA	NA
Dividends / Withdrawals	NA	NA	NA
Working Capitol	NA	NA	116,010.00
This Company's Assets Year Over Year			
Cash	NA	NA	119,678.00
Accounts Receivable	NA	NA	NA
Notes Receivable	NA	NA	NA
Inventories	NA	NA	NA
Other Current	NA	NA	NA
Total Current	NA	NA	119,678.00
Fixed Assets	NA	NA	95,359.00
Other Non Current	NA	NA	89,515.00
Total Assets	NA	NA	304,552.00
This Company's Liabilities Year Over Year			
Accounts Payable	NA	NA	NA

Bank Loan	NA	NA	NA
Notes Payable	NA	NA	NA
Other Current	NA	NA	3,668.00
Total Current	NA	NA	3,668.00
Long Term Debt	NA	NA	NA
Defferred Credit	NA	NA	NA
Net Worth	NA	NA	300,884.00
Total Liabilities And Net Worth	NA	NA	304,552.00

Balance Sheet

Fiscal Consolidated Statement Dated 12/08

We currently do not have any recent financial statement on file for this business.

Key Business Ratios

FISCAL Dec.31,2008
(Industry Median is based on this number of firms: 208)

	This Company	Industry Median	Industry Quartile
Solvency			
Quick Ratio	32.6	1.4	1
Current Ratio	32.6	2.5	1
Current Liabilities to Net Worth	1.2	22.7	4
Current Liabilities to Inventory	NA	560.2	NA
Total Current	1.2	42.3	4
Fixed Assets to Net Worth	31.7	53.6	1
Efficiency			
Collection Period	NA	23.7	NA
Inventory Turn Over	NA	79.4	NA
Sales to NWC	2.9	6.7	3
Acct Pay to Sales	NA	2.4	NA
Profitability			
Return on Sales	NA	1.1	NA
Return on Assets	NA	1.8	NA
Return on NetWorth	NA	4.5	NA

Public Filings

Summary

This following public filing data includes both open and closed filings found in D&B's database on this company. It is for informational purposes only and is not the official record. Certified copies can be obtained from the official source.

Record Type	# of Records	Most Recent Filing Date
Government History	1	N/A

Details

Judgements

No judgments have been reported to D&B on this company.

Liens

No liens have been reported to D&B on this company.

Suits

No suits have been reported to D&B on this company.

UCC Filings

No UCC Filings have been reported to D&B on this company.

Bankruptcies

No bankruptcies have been reported to D&B on this company.

Government History

Borrower(Dir/Guar):	NO
Administrative Debt:	NO
Contractor:	NO
Grantee:	NO
Party excluded from federal program(s):	NO
Labor Surplus Area:	N/A
Small Business:	YES (2013)
8(A) Firm:	N/A


TRUSTe
Certified Privacy


Norton
SECURED
powered by VeriSign


BBB
ACCREDITED
BUSINESS


VERIFIED

Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248667582
Dec. 16, 2009 LTR 4168C E0
64-0681477 000000 00
00016367
BODC: TE

DOMESTIC ABUSE FAMILY SHELTER INC
PO BOX 273
LAUREL MS 39441-0273

3

Employer Identification Number: 64-0681477
Person to Contact: Mr. Miller
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Dec. 07, 2009, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in July 1988.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

STATE OF MISSISSIPPI

SECRETARY OF STATE'S OFFICE
DELBERT HOSEMANN
SECRETARY OF STATE
JACKSON, MISSISSIPPI

CERTIFICATE OF REGISTRATION

I, Delbert Hosemann, Secretary of State of Mississippi, in accordance with the provisions of the laws of Mississippi, do hereby certify that

Domestic Abuse Family Shelter, Inc.

File Number 100000047

has registered with this Office as a charitable organization.

This Certificate of registration expires on 8/2/2014.

Pursuant to Miss. Code Ann. § 79-11-503, absent legal exemption, any solicitations made without registration or renewal with this office as required by law and issuance of a certificate of registration are illegal. Further, pursuant to Miss. Code Ann. § 79-11-509(4), a charity may be subject to an administrative penalty up to a maximum of Twenty-five Thousand Dollars ($25,000) for each violation of the Mississippi Charitable Solicitations Act, including solicitations made during a period of non-registration.

Registration by the Secretary of State does not imply endorsement by the Secretary of State. The Secretary of State does not endorse this or any other charitable organization.

SECRETARY OF STATE ★ STATE OF MISSISSIPPI ★ OFFICIAL

Given under my hand and seal of office
July 19, 2013

Delbert Hosemann

Secretary Of State

Program Logic Model

Program: Hattiesburg Shelter

Program Goals/Objectives: Break the cycle of violence by helping battered women who reside in shelter become self-sufficient and provide specialized services to their children. Provide 24-hour temporary emergency shelter, referrals, information and materials, adequate child care, children's educational classes, after school programs and aftercare case management.

Inputs	Activities	Outputs	Target/Outcomes	Indicators
1. Staff 1 FT Shelter Manager 5 PT Res. Workers 1 PT Child Care Worker 1 PT Aftercare Case Mgr. Volunteers 2. Money Salaries, fringe, benefits, supplies, facility, phone, utilities, building maintenance, insurance, travel, equipment, food, basic necessities, school supplies, uniforms, and educational materials. Donations United Way funding Other funding	1.Feed & shelter victims of domestic violence and their children. 2. Provide referrals to shelter clients. 3.Provide weekly educational meetings for shelter clients. 4. Provide child care in shelter. 5. Provide weekly children's educational classes. 6. Provide after school mentoring programs. 7. Provide aftercare case management.	1. No. of meals provided and nights of service per shelter clients. 2.No. of referrals made and transportation provided. 3.No. of educational meetings and shelter clients who attended. 4. No. of children enrolled in child care. 5. No. of children's educational groups and attendees present. 6. No. of attendees in after school mentoring programs. 7. No. of times transportation provided to clients in aftercare case management.	1.Clients to be more aware of their security & safety. 2. Clients able to increase knowledge of community resources. 3. Clients able to be more knowledgeable of pertinent issues. 4. Children exhibit progress in social skills. 5. Children increase knowledge of domestic violence. 6. Children increase ability to be successful in school. 7. Clients and children are assisted in the case plan through support and transportation in aftercare case management.	1. Exit interviews indicated that 39% of shelter clients increased awareness of security & safety. 2. Indicated that 39% of shelter clients increased knowledge of community resources. 3. Indicated that 39% of shelter clients increased knowledge and understanding of pertinent issues. 4. Indicated that 39% of shelter clients indicated progress in social skills. 5. Indicated that 39% of shelter clients and children increased knowledge of domestic violence. 6.Indicated that 32% of shelter clients received assistance through aftercare case mgmt.

CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM

GENERAL INFORMATION

Date: 04 / 07 / 2014

Organization Name: Domestic Abuse Family Shelter, Inc.

Organization Representative: Becky Sims

Telephone: 601-428-1707 Email: dafss@bellsouth.net

DUNS Number (Required) 038181975

Is the Agency/Organization a registered 501c(3)? (YES) NO

Proposed Grant Activities:
1. Provide temporary emergency shelter to victims of domestic violence
2. who are homeless at the Hattiesburg Shelter.
3.

Numeric Goals & Objectives as stated in the statement of work:
1. Break the cycle of violence and prevent homelessness by helping victims
2. of domestic violence who are homeless who reside in shelter become
3. self-sufficient and provide specialized services to their children.

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? 50

Who is the intended clientele of this service? victime of domestic violence who are 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: Helen Matthews, Sharon Otts, Destiny Buckley, Nicole McCardle, Janice Thigpen, Susan Murry, Sarah Moody, Marilyn Howell.

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 Becky Sims

CITY OF HATTIESBURG

COMMUNITY DEVELOPMENT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
DOMESTIC ABUSE FAMILY SHELTER

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of May, 2014 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Domestic Abuse Family Shelter (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (P.O. Box 1504, 39403-1504) for an amount not to exceed **$15,000.00.** This agreement shall terminate on or before the 31st day of December 2014, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the support of operations and programming at the Subrecipient's Hattiesburg shelter for victims of domestic violence.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to support public service programs for clients at its Hattiesburg shelter location for victims of domestic abuse. The Subrecipient intends to benefit approximately 50 people including adults and children. Services include 24-hour emergency shelter and related room and board for victims, educational programming, counseling services, referral services, life-skills training, child care, and other related activities.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from any of its services housed in the Hattiesburg shelter location. The Subrecipient will collect demographic and income data on all participants and will maintain appropriate client files. It is understood that the nature of the subrecipient's services – serving battered spouses and/or abused children – is such that those individuals may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on all people (and households) served, regardless of whether or not a participant "completes" a certain program. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due July 10, October 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.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

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
First Draw requested (not a deadline)	**May 27, 2014**
Periodic report submitted	**July 10, 2014**
Periodic report submitted	**October 10, 2014**
Request final draw (must submit written request by this date if additional time is needed)	**December 8, 2014**
Final report submitted	**December 20, 2014**
Final CDBG-related information entered into IDIS	**December 20, 2014**

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 20th day of May, and end on the 31st day, December, 2014. 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.

Food, Supplies, Consumables, Etc.	**$4,500.00**
Programs and related Materials, Client Services	**$4,500.00**
Shelter Operations – utilities (non-city), maintenance, insurance, etc.	**$6,000.00**
TOTAL	**$15,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (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.

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.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Domestic Abuse Family Shelter
City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	Becky Sims, Executive Director P.O. Box 1504 Hattiesburg, MS 39403-1504 Phone: (601) 428-1707 Fax:

VI. SPECIAL CONDITIONS

It is understood that parts of the proposed budget may be variable based on the number of participants in the program. Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to beneficiaries/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.

If applicable, 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 U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws,

regulations, and policies governing the funds provided under this contract. 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 contractor.

C. Hold Harmless

The Subrecipient 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 services 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 & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee 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 a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release 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 the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," 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.

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 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be 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;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. 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 the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract 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 contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed 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 contract 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 OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this

Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act 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 the 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the 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 as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee 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 all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps 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. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority

and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an 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 agent, 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 understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's 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. Equal Employment Opportunity and Affirmative Action (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. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

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; inherently religious activities; lobbying; political patronage; and 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 (40 U.S.C. 327 *et seq.*) 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 agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. 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 or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such 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 journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such 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 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject 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 exists that 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 Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban 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 that 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 (including reduction and abatement of lead-based paint hazards), housing construction, or other 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; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the 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 with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is 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 that 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 worker's 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 Part 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 thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract 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 Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any 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 taken to correct areas of noncompliance.

c. Content
The Subrecipient shall cause all of the provisions of this contract 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 in accordance with applicable procurement requirements. 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 or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest
The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
   a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
   b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

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 of 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 this 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; and
   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
   d. Lobbying Certification
   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.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright
If this contract results in any copyrightable material 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 or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar 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 thereunder;
- 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 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (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 construction or rehabilitation 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, Subpart B. Such regulations pertain to all CDBG-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 lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

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 (16 U.S.C. 470) 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 a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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
Johnny L. DuPree, Mayor
Date: 5-20-14

Attest: Connie Everett (DC)
Connie Everett, City Clerk
Date: 5-20-14

Domestic Abuse Family Shelter

By: Becky Sims
Becky Sims, Executive Director
Date: 5-20-14

Attest: Anita Bratcher
Date: 5/20/14

DAFS
Domestic Abuse
Family Shelter, Inc.

24-HOUR CRISIS LINE 1-800-649-1092
Business Office 601-428-1707

P.O. Box 273
Laurel, MS 39441-0273
601-428-8821

P.O. Box 1504
Hattiesburg, MS 39403-1504
601-582-2102

City of Hattiesburg
Community Development Block Grant
Public Service Grant Proposal
April 7, 2014

1. The Domestic Abuse Family Shelter, Inc. (DAFS) is a private, non-profit United Way agency. It was founded in 1984 to serve victims of domestic violence, their children, and abusers in an eleven-county service area in the Pine Belt. The first shelter opened in Laurel in 1984 and the Hattiesburg Shelter was opened in 1998 within the city limits of Hattiesburg. The need for this shelter has been confirmed by the numbers of clients served and support from the community. (See attached mission statement). The agency is administered by Executive Director, Becky Sims, who is the contact person. The staff at the Hattiesburg Shelter consists of a Shelter Manager, five residential workers, a child care worker, and an aftercare case manager. (See attached organizational chart).

DAFS currently holds a 501(c) 3 status with the IRS, (See attached letter) and is a registered charity with the Mississippi Secretary of State. (See attached certificate) EIN # is 61-0681477 and Duns # is 038181975. (See attached registration)

The Board of Directors, consisting of community volunteers, provides leadership to DAFS. Current members bring various skills and experience from the areas of business, nursing, public relations, law, academia, and finance. Board membership includes David Tisdale, President (works in public relations and marketing at USM), Elizabeth Porter, Secretary (an attorney in Hattiesburg), Becky Stewart, Treasurer (Principal of Northeast Jones Elementary School in Jones County), Joy Lubritz, Vice-President, (a community volunteer), Renee Dawson (registered nurse in Jones County and survivor of domestic violence), Gypsy Shemper (community volunteer), William King (salesman, King Lumber Company in Bassfield), LaTonya Frelix (website filler, USM Marketing), Debbie Thorn, community volunteer in Hattiesburg, Leah Franc, community volunteer, Hattiesburg, Georgette Watson, restaurant owner in Hattiesburg, and Seth Assink, Trustmark Bank in Laurel..

2. This proposal is submitted for assistance for homeless persons who are victims of domestic violence and their children through the services offered in the Hattiesburg Shelter. The shelter provides all basic needs, beds and clean bedding, linens and towels, food and washing facilities, transportation, individual and group counseling, information and referrals, case management, victim advocacy, life skills training, child care and children's needs, children's educational classes, financial management classes, and parenting classes. The shelter provides 20 beds. The majority of shelter residents report income levels at or below poverty level.

   Many of the shelter clients have special needs, such as domestic violence counseling, sexual assault counseling, mental health issues, HIV/AIDS issues, and substance abuse issues. Domestic violence counseling is provided at the shelter and all other issues are referred to other agencies in the community who handle those issues.

   The shelter has wheelchair access at the outside and one of the bathrooms. For those who do not speak English or limited English, volunteer translators are utilized from local churches to assist.

3. PROPOSED BUDGET (July, 2014 – December, 2014)

INCOME

CITY OF HATTIESBURG (CDBG)	$15,000.00
UNITED WAY OF SOUTHEAST MISSISSIPPI	$ 2,659.00
VICTIMS OF CRIME ASSISTANCE GRANT	$40,331.00
STOP VIOLENCE AGAINST WOMEN GRANT	$ 9,078.00
MS. STATE DEPT. OF HEALTH DOMESTIC VIOLENCE FUND	$11,139.00
FAMILY VIOLENCE PREVENTION GRANT	$15,127.00
TOTAL INCOME	$93,334.00

EXPENSES

PERSONNEL/PAYROLL TAXES	$75,675.00
NON-PERSONNEL (CDBG)	$15,000.00
Food, Supplies, Consumables, Etc.	$ 4,500.00
Programs and related Materials, Client Services	$ 4,500.00
Shelter Operations – utilities, maintenance, insurance, etc.	$ 6,000.00
NON-PERSONNEL (UNITED WAY)Supporting above expenses	$ 2,659.00
TOTAL BUDGET	$93,334.00

PROPOSED BUDGET NARRATIVE

Personnel consists of a full-time Shelter Manager, five part-time Residential Workers, a Child Care Worker, Aftercare Case Manager, and Counselor.

Non-Personnel expenses consist of food, household supplies, travel (client transportation), telephone, utilities, building/maintenance, fire insurance premiums, liability insurance premiums, and educational materials.

Monies requested from the Public Services grant will be applied to the Non-personnel items.

4. PROGAM OUTCOMES OR BENCHMARKS

GOALS AND OBJECTIVES
HATTIESBURG SHELTER
GOAL: Break the cycle of violence and prevent homelessness by helping victims of domestic violence who are homeless who reside in shelter become self-sufficient and provide specialized services to their children.
OBJECTIVES:

1. Provide 24-hour temporary emergency shelter to 67 women and 60 children in the Hattiesburg Shelter.
2. Provide referrals to social service, medical, legal, housing, educational assistance, job training, mental health and alcohol/drug or psychiatric agencies as needed to 100% of shelter clients.
3. Provide information and materials for weekly meetings regarding life skills for shelter clients in the evenings.
4. Provide adequate child care services to 100% of age-appropriate children in shelter whose mother consent.
5. Provide at least one age-appropriate educational class per week to children in shelter whose mothers consent.
6. Provide at least one financial management class per week to shelter clients.
7. Provide after school programs, mentoring and tutoring for shelter clients served by aftercare case management.
8. Provide emotional support and transportation assistance to 100% of clients served by aftercare case management.

GOAL: Reduce emotional distress and increase level of support with victims/survivors of domestic violence who are homeless in shelter.
OBJECTIVES:

1. Provide 2-5 individual counseling sessions per month for appropriate clients in shelter.
2. Provide weekly support groups for clients in shelter.
3. Increase knowledge of safety planning and community resources.

PLEASE SEE ATTACHMENT 6 (Program Logic Models)

LISTING OF ATTACHMENTS

1 MISSION AND PHILOSOPHY STATEMENT
2 ORGANIZATIONAL CHART
3 CURRENT DUNS REGISTRATION
4 IRS 501(C)3 LETTER
5 SECRETARY OF STATE CHARITY REGISTRATION
6 LOGIC MODELS FOR GOALS AND OBJECTIVES
7. CDBG PUBLIC SERVICE APPLICATION FORM

DOMESTIC ABUSE FAMILY SHELTER, INC. (DAFS)

"Dedicated to breaking the cycle of abuse"

MISSION STATEMENT

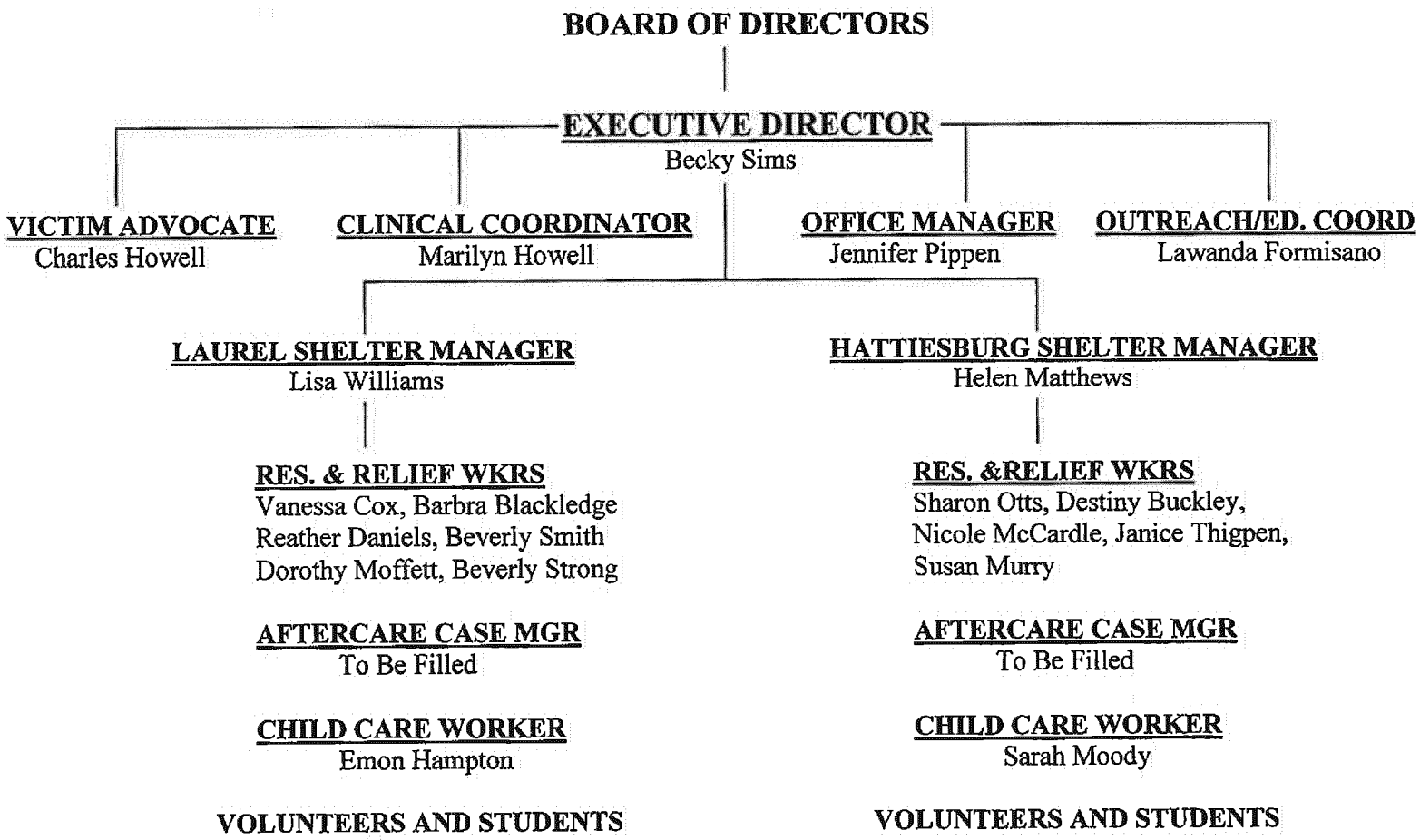
DAFS is dedicated to breaking the cycle of abuse by maintaining a program with a broad base of services, community support as well as local and state involvement. DAFS' purpose is to provide victims of domestic violence with the skills, tools, and understanding to make choices leading to violence-free living and to raise awareness of domestic violence in the community at large.

PHILOSOPHY STATEMENT

DAFS believes in the right of all persons to live without fear of abuse, oppression or violence. DAFS supports respect and equality in relationships and believes that our services and programs should empower victims of domestic violence and prepare them to be self-sufficient.

DOMESTIC ABUSE FAMILY SHELTER, INC.

ORGANIZATIONAL CHART



Selected Company: DOMESTIC ABUSE FAMILY SHELTER INC
D-U-N-S #: 03-818-1975

Overview

Business Summary

Company Name:	DOMESTIC ABUSE FAMILY SHELTER INC	
D-U-N-S #:	03-818-1975	
DBA's:	N/A	
Address:	210 E Kingston St	
City:	Laurel	
State:	MS	
Zip:	39440	
Phone:	6014281707	
Principal:	BECKY SIMS	
Year Started:	1984	
Employs:	19 which includes owner.	
SIC Code(s):	83220500	Family counseling services
NAICS Code(s):	624190	Other Individual and Family Services
Legal Structure:	N/A	

Special Events

There have been no special events reported to D&B for this company.

History and Operations

Officers and Directors

Current Officers

Name	Title
BECKY SIMS	CEO
DAVID TISDALE	PRES
BECKY STEWART	TREAS
TOM CANIZARO	VPRES
ELIZABETH TODD	SEC

Current Directors

No directors have been listed in this company report.

Company History

Provides individual or family social services, specialized in in family counseling.

Territory : Regional.

Operations

Employees

19 which includes owner.

Facilities

Occupies premises in building.

Location

Industrial section on side street.

U.S. Branch

There are currently no U.S. branches listed in this company report.

U.S. Subsidiary

There are currently no U.S. subsidiaries listed in this company report.

International Branch

There are currently no international branches listed in this company report.

International Subsidiary

There are currently no international subsidiaries listed in this company report.

Payments

Payment Summary

	Total Received	Total Dollar Amount	Largest High Credit Payment summary	Within Terms	Days Slow 31	30-60	61-90	90
Top Industries								
Short-trm busn credit	1	$2,500	$2,500	100%	0	0	0	0
Radiotelephone commun	1	$750	$750	100%	0	0	0	0
Telephone communictns	1	$250	$250	100%	0	0	0	0
Other Categories								
Cash experiences	0	$0	$0					
Unknown	0	$0	$0					
Unfavorable comments	0	$0	$0					
Placed for collections with D&B:	0	$0	$0					
Other	0	N/A	$0					
Total in D&B's file	3	$3,500	$2,500					

The highest Now Owes on file is $1,000

The highest Past Due on file is $0

There are 3 payment experience(s) in D&Bs file for the most recent 24 months, with 2 experience(s) reported during the last three month period.

Payment Details

Total (Last 12 Months): 3

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/i (Mo.)
02/2014	Ppt	$2,500	$1,000	$0		1 mo
02/2014	Ppt	$250	$100	$0		1 mo
02/2013	Ppt	$750	$0	$0		6-12 mos

Payments Detail Key: ■ 30 or more days beyond terms

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Finances

Key Financial Comparisons

	2006($)	2007($)	2008($)
This Company's Operating Results Year Over Year			
Net Sales	NA	NA	332,690.00
Gross Profit	NA	NA	NA
Net Profit	NA	NA	NA
Dividends / Withdrawals	NA	NA	NA
Working Capitol	NA	NA	116,010.00
This Company's Assets Year Over Year			
Cash	NA	NA	119,678.00
Accounts Receivable	NA	NA	NA
Notes Receivable	NA	NA	NA
Inventories	NA	NA	NA
Other Current	NA	NA	NA
Total Current	NA	NA	119,678.00
Fixed Assets	NA	NA	95,359.00
Other Non Current	NA	NA	89,515.00
Total Assets	NA	NA	304,552.00
This Company's Liabilities Year Over Year			
Accounts Payable	NA	NA	NA

Bank Loan	NA	NA	NA
Notes Payable	NA	NA	NA
Other Current	NA	NA	3,668.00
Total Current	NA	NA	3,668.00
Long Term Debt	NA	NA	NA
Defferred Credit	NA	NA	NA
Net Worth	NA	NA	300,884.00
Total Liabilities And Net Worth	NA	NA	304,552.00

Balance Sheet

Fiscal Consolidated Statement Dated 12/08

We currently do not have any recent financial statement on file for this business.

Key Business Ratios

FISCAL Dec.31,2008
(Industry Median is based on this number of firms: 208)

	This Company	Industry Median	Industry Quartile
Solvency			
Quick Ratio	32.6	1.4	1
Current Ratio	32.6	2.5	1
Current Liabilities to Net Worth	1.2	22.7	4
Current Liabilities to Inventory	NA	560.2	NA
Total Current	1.2	42.3	4
Fixed Assets to Net Worth	31.7	53.6	1
Efficiency			
Collection Period	NA	23.7	NA
Inventory Turn Over	NA	79.4	NA
Sales to NWC	2.9	6.7	3
Acct Pay to Sales	NA	2.4	NA
Profitability			
Return on Sales	NA	1.1	NA
Return on Assets	NA	1.8	NA
Return on NetWorth	NA	4.5	NA

Public Filings

Summary

This following public filing data includes both open and closed filings found in D&B's database on this company. It is for informational purposes only and is not the official record. Certified copies can be obtained from the official source.

Record Type	# of Records	Most Recent Filing Date
Government History	1	N/A

Details

Judgements

No judgments have been reported to D&B on this company.

Liens

No liens have been reported to D&B on this company.

Suits

No suits have been reported to D&B on this company.

UCC Filings

No UCC Filings have been reported to D&B on this company.

Bankruptcies

No bankruptcies have been reported to D&B on this company.

Government History

Borrower(Dir/Guar):	**NO**
Administrative Debt:	**NO**
Contractor:	**NO**
Grantee:	**NO**
Party excluded from federal program(s):	**NO**
Labor Surplus Area:	**N/A**
Small Business:	**YES (2013)**
8(A) Firm:	**N/A**


TRUSTe
Certified Privacy

Norton
SECURED

ACCREDITED
BUSINESS

VERIFIED

Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248667582
Dec. 16, 2009 LTR 4168C E0
64-0681477 000000 00
00016367
BODC: TE

DOMESTIC ABUSE FAMILY SHELTER INC
PO BOX 273
LAUREL MS 39441-0273

3

Employer Identification Number: 64-0681477
Person to Contact: Mr. Miller
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Dec. 07, 2009, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in July 1988.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

STATE OF MISSISSIPPI

SECRETARY OF STATE'S OFFICE
DELBERT HOSEMANN
SECRETARY OF STATE
JACKSON, MISSISSIPPI

CERTIFICATE OF REGISTRATION

I, Delbert Hosemann, Secretary of State of Mississippi, in accordance with the provisions of the laws of Mississippi, do hereby certify that

Domestic Abuse Family Shelter, Inc.

File Number 100000047

has registered with this Office as a charitable organization.

This Certificate of registration expires on 8/2/2014.

Pursuant to Miss. Code Ann. § 79-11-503, absent legal exemption, any solicitations made without registration or renewal with this office as required by law and issuance of a certificate of registration are illegal. Further, pursuant to Miss. Code Ann. § 79-11-509(4), a charity may be subject to an administrative penalty up to a maximum of Twenty-five Thousand Dollars ($25,000) for each violation of the Mississippi Charitable Solicitations Act, including solicitations made during a period of non-registration.

Registration by the Secretary of State does not imply endorsement by the Secretary of State. The Secretary of State does not endorse this or any other charitable organization.

SECRETARY OF STATE ★ STATE OF MISSISSIPPI ★ OFFICIAL

Given under my hand and seal of office
July 19, 2013

Delbert Hosemann

Secretary Of State

Program Logic Model

Program: Hattiesburg Shelter

Program Goals/Objectives: Break the cycle of violence by helping battered women who reside in shelter become self-sufficient and provide specialized services to their children. Provide 24-hour temporary emergency shelter, referrals, information and materials, adequate child care, children's educational classes, after school programs and aftercare case management.

Inputs	Activities	Outputs	Target/Outcomes	Indicators
1. Staff 1 FT Shelter Manager 5 PT Res. Workers 1 PT Child Care Worker 1 PT Aftercare Case Mgr. Volunteers 2. Money Salaries, fringe benefits, supplies, facility, phone, utilities, building maintenance, insurance, travel, equipment, food, basic necessities, school supplies, uniforms, and educational materials. Donations United Way funding Other funding	1.Feed & shelter victims of domestic violence and their children. 2. Provide referrals to shelter clients. 3.Provide weekly educational meetings for shelter clients. 4. Provide child care in shelter. 5. Provide weekly children's educational classes. 6. Provide after school mentoring programs. 7. Provide aftercare case management.	1. No. of meals provided and nights of service per shelter clients. 2.No. of referrals made and transportation provided. 3.No. of educational meetings and shelter clients who attended. 4. No. of children enrolled in child care. 5. No. of children's educational groups and attendees present. 6. No. of attendees in after school mentoring programs. 7. No. of times transportation provided to clients in aftercare case management.	1.Clients to be more aware of their security & safety. 2. Clients able to increase knowledge of community resources. 3. Clients able to be more knowledgeable of pertinent issues. 4. Children exhibit progress in social skills. 5. Children increase knowledge of domestic violence. 6. Children increase ability to be successful in school. 7. Clients and children are assisted in the case plan through support and transportation in aftercare case management.	1. Exit interviews indicated that 39% of shelter clients increased awareness of security & safety. 2. Indicated that 39% of shelter clients increased knowledge of community resources. 3. Indicated that 39% of shelter clients increased knowledge and understanding of pertinent issues. 4. Indicated that 39% of shelter clients indicated progress in social skills. 5. Indicated that 39% of shelter clients and children increased knowledge of domestic violence. 6.Indicated that 32% of shelter clients received assistance through aftercare case mgmt.

CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM

GENERAL INFORMATION

Date: 04 / 07 / 2014

Organization Name: Domestic Abuse Family Shelter, Inc.

Organization Representative: Becky Sims

Telephone: 601-428-1707 Email: dafss@bellsouth.net

DUNS Number (Required) 038181975

Is the Agency/Organization a registered 501c(3)? (YES) NO

Proposed Grant Activities:
1. Provide temporary emergency shelter to victims of domestic violence
2. who are homeless at the Hattiesburg Shelter.
3.

Numeric Goals & Objectives as stated in the statement of work:
1. Break the cycle of violence and prevent homelessness by helping victims
2. of domestic violence who are homeless who reside in shelter become
3. self-sufficient and provide specialized services to their children.

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? 50

Who is the intended clientele of this service? victime of domestic violence who are 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: Helen Matthews, Sharon Otts, Destiny Buckley, Nicole McCardle, Janice Thigpen, Susan Murry, Sarah Moody, Marilyn Howell.

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 Becky Sims

City of Hattiesburg, MS

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

Master

File Number: 2014-1138

File ID: 2014-1138 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/15/2014

Brief Title: DPA Subordination Agreement - Hall - 103 Landon Lane **Final Action:** 05/20/2014

Minute Book Number: MB2014-144

Title:

Authorize the Mayor to sign a Subordination Agreement allowing for the refinance of a mortgage on a property that is within the affordability period associated with a Down Payment Assistance award.

Notes:

Sponsors: **Enactment Date:**

Attachments: Subordination Agreement - 103 Landon Lane - Elizabeth Hall - 5-20-2014, executed Subordination Agreement - 103 Landon Lane - Elizabeth Hall - 5-20-2014 **Enactment Number:**

Contact: **Meeting Date:** 05/20/2014

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	05/20/2014					
1	City Council	05/20/2014	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize the Mayor to sign a Subordination Agreement allowing for the refinance of a mortgage on a property that is within the affordability period associated with a Down Payment Assistance award.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2014-1138

Title

Authorize the Mayor to sign a Subordination Agreement allowing for the refinance of a mortgage on a property that is within the affordability period associated with a Down Payment Assistance award.

Summary

DPA Subordination Agreement - Hall - 103 Landon Lane

Budget Information

Expenditure Type

Purchasing Item

Publication Information

THIS INSTRUMENT PREPARED BY:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

Indexing Instructions: The property described in this instrument is situated in Lot 2, Block 3, J.L. McDaniel, Forrest County, Mississippi. Please index accordingly in the sectional index.

RETURN TO:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

STATE OF MISSISSIPPI

COUNTY OF FORREST

SUBORDINATION AGREEMENT

The undersigned is the holder and owner of a Deed of Trust made by **Elizabeth A. Hall**, (hereinafter referred to as "Borrower"), dated May 8,2009, and recorded in Land Deed of Trust Book 1702 at Page 320, in the office of the Chancery Clerk of Forrest County, Mississippi, which was made to secure an indebtedness of $20,000.00.

The said Borrower has made a loan in the amount of $33,000.00 secured by a deed of trust in favor of The First, a National Banking Association, (hereinafter referred to as "Lender"), dated _____, 2014, and recorded in Land Deed of Trust Book _____ at Page _____, in the office of the Chancery Clerk of Forrest County, Mississippi, the said Lender shall have a first position to the undersigned's deed of trust securing the said real property as to the following described real property only, to-wit:

Lot 2, Block 3, J. L. MCDANIEL SUBDIVISION of the City of Hattiesburg, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging..

THEREFORE, IN CONSIDERATION of value received, the receipt of which is hereby acknowledged and confessed, the undersigned, **The City of Hattiesburg,** does hereby waive and subordinate all right, title, or other interest under said outstanding deed of trust set forth above, or otherwise, in or to the real property specifically described above, as against said loan to be so made by the said lender, so that the deed of trust executed by the Borrowers to **The City of Hattiesburg**, shall convey title to said property superior to the indebtedness to the undersigned. This subordination agreement shall be binding upon the heirs and assigns of the undersigned, and shall operate to the benefit of the Lender in said deed of trust, the successors and assigns, and of any purchaser at any foreclosure sale thereunder, and shall apply with like force and effect to any renewal thereof.

The said outstanding deed of trust now held by the undersigned shall remain otherwise in full force and effect, the waiver and subordination herein provided being limited in application to the loan set forth herein, and any renewal thereof.

WITNESS the Signature of an officer of The City of Hattiesburg on this _____ day of _____, 2014.

CITY OF HATTIESBURG

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this _____day of _____, 2014, within my jurisdiction, the within _____, who acknowledged that he/she is _____ of **CITY OF HATTIESBURG** and that for and on behalf of the said company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES:

THIS INSTRUMENT PREPARED BY:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

Indexing Instructions: The property described in this instrument is situated in Lot 2, Block 3, J.L. McDaniel, Forrest County, Mississippi. Please index accordingly in the sectional index.

RETURN TO:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

STATE OF MISSISSIPPI

COUNTY OF FORREST

SUBORDINATION AGREEMENT

The undersigned is the holder and owner of a Deed of Trust made by **Elizabeth A. Hall,** (hereinafter referred to as "Borrower"), dated May 8,2009, and recorded in Land Deed of Trust Book 1702 at Page 320, in the office of the Chancery Clerk of Forrest County, Mississippi, which was made to secure an indebtedness of $20,000.00.

The said Borrower has made a loan in the amount of $33,000.00 secured by a deed of trust in favor of The First, a National Banking Association, (hereinafter referred to as "Lender"), dated _____, 2014, and recorded in Land Deed of Trust Book _____ at Page _____, in the office of the Chancery Clerk of Forrest County, Mississippi, the said Lender shall have a first position to the undersigned's deed of trust securing the said real property as to the following described real property only, to-wit:

Lot 2, Block 3, J. L. MCDANIEL SUBDIVISION of the City of Hattiesburg, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging..

THEREFORE, IN CONSIDERATION of value received, the receipt of which is hereby acknowledged and confessed, the undersigned, **The City of Hattiesburg,** does hereby waive and subordinate all right, title, or other interest under said outstanding deed of trust set forth above, or otherwise, in or to the real property specifically described above, as against said loan to be so made by the said lender, so that the deed of trust executed by the Borrowers to **The City of Hattiesburg,** shall convey title to said property superior to the indebtedness to the undersigned. This subordination agreement shall be binding upon the heirs and assigns of the undersigned, and shall operate to the benefit of the Lender in said deed of trust, the successors and assigns, and of any purchaser at any foreclosure sale thereunder, and shall apply with like force and effect to any renewal thereof.

The said outstanding deed of trust now held by the undersigned shall remain otherwise in full force and effect, the waiver and subordination herein provided being limited in application to the loan set forth herein, and any renewal thereof.

WITNESS the Signature of an officer of The City of Hattiesburg on this 20th day of May, 2014.

CITY OF HATTIESBURG

By: Johnny L. Dupree

Its: Mayor

STATE OF Mississippi

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said County and State, on this 20th day of May, 2014, within my jurisdiction, the within Johnny L. Dupree, who acknowledged that he/she is Mayor of **CITY OF HATTIESBURG** and that for and on behalf of the said company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

NOTARY PUBLIC

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

MY COMMISSION EXPIRES:

File No. 14-05-410

City of Hattiesburg, MS

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

Master

File Number: 2014-1139

File ID: 2014-1139 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/19/2014

Brief Title: Authorize Mayor to execute in triplicate Budget Modification No. 9 for KCDBG Grant #R-110-205-02-GZ on the James Street Water Plant project.

Final Action: 05/20/2014

Minute Book Number: MB2014-144

Title:

Authorize Mayor to execute in triplicate Budget Modification No. 9 for KCDBG Grant #R-110-205-02-GZ on the James Street Water Plant project to extend the contract date to August 30, 2014 to allow for closeout and final monitoring, and to increase Local/Private funds by $19,750.70.

Notes:

Sponsors: **Enactment Date:**

Attachments: Hattiesburg 02-GZ #9 - Budget Modification, executed Hattiesburg 02-GZ #9 - Budget Modification

Enactment Number:

Contact: **Meeting Date:** 05/20/2014

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	05/20/2014					
1	City Council	05/20/2014	Authorize				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Authorize Mayor to execute in triplicate Budget Modification No. 9 for KCDBG Grant #R-110-205-02-GZ on the James Street Water Plant project to extend the contract date to August 30, 2014 to allow for closeout and final monitoring, and to increase Local/Private funds by $19,750.70.

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

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

Nays: 0

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

Text of Legislative File 2014-1139

Title

Authorize Mayor to execute in triplicate Budget Modification No. 9 for KCDBG Grant #R-110-205-02-GZ on the James Street Water Plant project to extend the contract date to August 30, 2014 to allow for closeout and final monitoring, and to increase Local/Private funds by $19,750.70.

Summary

Authorize Mayor to execute in triplicate Budget Modification No. 9 for KCDBG Grant #R-110-205-02-GZ on the James Street Water Plant project.

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.	2. Effective Date 12-31-13	
	3. Contract Number:	Grant Number:
City of Hattiesburg	R-110-205-02-GZ	R-110-205-02-GZ
200 Forrest Street	4. Modification Number: 9	
Hattiesburg, MS 39403	5. Grant Identifier: (Funding Source & Year) CDFA# 14.219 & 14.228	
	6. Beginning & Ending Dates: 08-08-08 / 8-30-14	
601-545-4501	7. Page 1 of 3	

8. As a result of this Modification, funds obligated are changed as follows:

	KCDBG	Other: Federal	Other: Local/Private
From	$ 2,499,258.65		$ 2,853,186.68
To	$ 2,499,258.65		$ 2,872,937.38
Increase of	$ -		$ 19,750.70
Decrease of	$ -		

9. The above recipient is hereby modified as follows: This budget mod is to extend the contract date to allow for close out and final monitoring, and to increase Local/Private funds by $19,750.70.

10. Except a hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency:	12. Approved for Recipient:
Signature Date	Signature Date
Name: Daron Wilson	Name: Johnny Dupree
Title: Chief Operating Officer	Title: Mayor

MDA DRD

BUDGET MODIFICATION WORKSHEET

Recipient: City of Hattiesburg Contract Number: R-110-205-02-GZ

Note: List CDBG Funds where changes are made.

Activity	Current Budget	Proposed Budget	Change (+/-)
Administration	40,000.00	40,000.00	
Architect/Engineering	211,310.00	211,310.00	
Contingency		0.00	
Water Treatment Plant	2,004,771.99	2,004,771.99	0.00
Water Well	243,176.66	243,176.66	
	Total	**Total**	**Total**
	2,499,258.65	**2,499,258.65**	**0.00**

Katrina Supplemental CDBG Program
Budget Summary

Applicant: City of Hattiesburg

Funding Year: 2006 Grant Year: _____ Contract: #R-110-205-02-GZ

Description	MDA	IDIS		Other Funding Sources			
Administration			Katrina CDBG				Total
General Administration			36,000.00	34,000.00			70,000.00
Application Prep			4,000.00	6,000.00			10,000.00
Audit							0.00
Subtotal (A)			40,000.00	40,000.00		0.00	80,000.00

Description	MDA	IDIS		Other Funding Sources			
Public Facilities			KATRINA CDBG				Total
Architectural/Engineering			211,310.00	402,668.04			613,978.04
Construction of Public Building							
Contingency							0.00
Water Treament			2,004,771.99	2,004,772.00			4,009,543.99
Water Well			243,176.66	425,497.34			668,674.00
Subtotal (B)			2,459,258.65	2,832,937.38	0.00	0.00	5,292,196.03
Grant Total (A + B)			2,499,258.65	2,872,937.38			5,372,196.03

Katrina CDBG Suppemental funds cannot be used for any activity or which funds have been made available by any Federal Agency including FEMA or the Army Corps of Engineers.

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.	2. Effective Date 12-31-13	
	3. Contract Number: R-110-205-02-GZ	Grant Number: R-110-205-02-GZ
City of Hattiesburg 200 Forrest Street	4. Modification Number: 9	
Hattiesburg, MS 39403	5. Grant Identifier: (Funding Source & Year) CDFA# 14.219 & 14.228	
	6. Beginning & Ending Dates: 08-08-08 / 8-30-14	
601-545-4501	7. Page 1 of 3	

8. As a result of this Modification, funds obligated are changed as follows:

	KCDBG	Other: Federal	Other: Local/Private
From	$ 2,499,258.65		$ 2,853,186.68
To	$ 2,499,258.65		$ 2,872,937.38
Increase of	$ -		$ 19,750.70
Decrease of	$ -		

9. The above recipient is hereby modified as follows: This budget mod is to extend the contract date to allow for close out and final monitoring, and to increase Local/Private funds by $19,750.70.

10. Except a hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency:	12. Approved for Recipient:
Signature Date	Signature 5-20-14 Date
Name: Daron Wilson	Name: Johnny Dupree
Title: Chief Operating Officer	Title: Mayor

MDA DRD

BUDGET MODIFICATION WORKSHEET

Recipient: City of Hattiesburg Contract Number: R-110-205-02-GZ

Note: List CDBG Funds where changes are made.

Activity	Current Budget	Proposed Budget	Change (+/-)
Administration	40,000.00	40,000.00	
Architect/Engineering	211,310.00	211,310.00	
Contingency		0.00	
Water Treatment Plant	2,004,771.99	2,004,771.99	0.00
Water Well	243,176.66	243,176.66	
	Total	**Total**	**Total**
	2,499,258.65	**2,499,258.65**	**0.00**

Katrina Supplemental CDBG Program
Budget Summary

Applicant: City of Hattiesburg

Funding Year: 2006 Grant Year: _____ Contract: #R-110-205-02-GZ

Description	MDA	IDIS		Other Funding Sources			
Administration			Katrina CDBG				Total
General Administration			36,000.00	34,000.00			70,000.00
Application Prep			4,000.00	6,000.00			10,000.00
Audit							0.00
Subtotal (A)			40,000.00	40,000.00		0.00	80,000.00

Description	MDA	IDIS		Other Funding Sources			
Public Facilities			KATRINA CDBG				Total
Architectural/Engineering			211,310.00	402,668.04			613,978.04
Construction of Public Building							
Contingency							0.00
Water Treament			2,004,771.99	2,004,772.00			4,009,543.99
Water Well			243,176.66	425,497.34			668,674.00
Subtotal (B)			2,459,258.65	2,832,937.38	0.00	0.00	5,292,196.03
Grant Total (A + B)			2,499,258.65	2,872,937.38			5,372,196.03

Katrina CDBG Suppemental funds cannot be used for any activity or which funds have been made available by any Federal Agency including FEMA or the Army Corps of Engineers.

City of Hattiesburg, MS

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

Master

File Number: 2014-1098

File ID: 2014-1098 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/05/2014

Brief Title: Authorize the Mayor to renew User License Agreement for GIS Department for 12 months. **Final Action:**

Minute Book Number: MB2014-145

Title:
Authorize the Mayor to renew User License Agreement for GIS Department for 12 months.

Notes:

Sponsors: **Enactment Date:**

Attachments: ERSI Invoice 420142_0248 **Enactment Number:**

Contact: **Meeting Date:** 05/20/2014

Drafter: KaTonya McLaughlin **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014					

Text of Legislative File 2014-1098

Title
Authorize the Mayor to renew User License Agreement for GIS Department for 12 months.

Summary
User License Agreement for ERSI - Contract Number 2003MPA6052

Budget Information
Cost Center: 001094.6020
Amount: $9,019.86

Expenditure Type
Regular Budget Item

Purchasing Item
Regular Purchase

Publication Information
N/A

esri®

Invoice	:	92796920	*Document date*	:	04/01/2014
Order	:	2780164	*Delivery*	:	
Customer	:	6501	*Contract*	:	2003MPA6052
Customer PO	:	EMAIL GOPALAN			
P.O. Date	:	03/31/2014			
End User	:	6501	City of Hattiesburg		
Project	:				

Phone: (909)793-2853

Invoice

Page : 1

Bill to:
Hema Gopalan
City of Hattiesburg
MPO-GIS Dept
P.O. Box 1898
Hattiesburg MS 39403-1898

Ship to:
Hema Gopalan
City of Hattiesburg
MPO-GIS Dept
308 Newman St
Hattiesburg MS 39401

For questions regarding this document, please contact Customer Service at 888-377-4575.
Terms of payment: Net Due 30 days, no discount
The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.
2003MPA6052

Item	Qty	Material Number	Price
10	1	52384 ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 03/31/2014 End Date: 03/30/2015	3,000.00
1010	1	52385 ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 03/31/2014 End Date: 03/30/2015	1,200.00
2010	1	86497 ArcGIS for Desktop Standard Concurrent Use Primary Maintenance Start Date: 03/31/2014 End Date: 03/30/2015	1,500.00
3010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/01/2014 End Date: 03/30/2015	373.97
4010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/01/2014 End Date: 03/30/2015	373.97
5010	1	109900 ArcGIS for Server Workgroup Standard Up to Two Cores Maintenance Start Date: 03/31/2014	1,250.00

esri®

Invoice	: 92796920	*Document date*	:	04/01/2014
Order	: 2780164	*Delivery*	:	
Customer	: 6501	*Contract*	:	2003MPA6052
Customer PO	: EMAIL GOPALAN			
P.O. Date	: 03/31/2014			
End User	: 6501	City of Hattiesburg		
Project	:			

Phone: (909)793-2853

Invoice

Page : 2

Item	Qty	Material Number	Price
		End Date: 03/30/2015	
6010	1	130573 ArcGIS Online Level 1 Plan; Includes Up to 5 Named Users and 2,500 Service Credits	1,321.92

Items total		9,019.86
Subtotal		9,019.86
Total:	**$**	**9,019.86**

FEIN: 95-2775732
DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Please detach lower portion and return with remittance

esri®

Remit Payment to: Environmental Systems Research Institute, Inc.

By Check:
File 54630
Los Angeles, CA 90074-4630

Electronic Instructions:
Bank: Bank of America
Wire ABA: 026009593 Acct# 1496150335
ACH ABA: 121000358 Acct# 1496150335

Hema Gopalan
City of Hattiesburg
MPO-GIS Dept
P.O. Box 1898
Hattiesburg MS 39403-1898

Invoice: 92796920 **Document Date: 04/01/2014**
Order: 2780164
Payer: 6501 **Total: $ 9,019.86**

Payment Amt: $_____

City of Hattiesburg, MS

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

Master

File Number: 2014-1119

File ID:	2014-1119	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/09/2014
Brief Title:	Laserfiche 2014-2015 support contract			**Final Action:**	
				Minute Book Number:	MB2014-145

Title:

Authorize Mayor to renew Maintenance Contract between The City of Hattiesburg and MCCi for support for Laserfiche Software from April 6, 2014 - April 5, 2015.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Laserfiche Invoice, 2014-2015 support	**Enactment Number:**	
Contact:		**Meeting Date:**	05/20/2014
Drafter:	Angie Sanford	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014					

Text of Legislative File 2014-1119

Title

Authorize Mayor to renew Maintenance Contract between The City of Hattiesburg and MCCi for support for Laserfiche Software from April 6, 2014 - April 5, 2015.

Summary

Laserfiche 2014-2015 support contract

Budget Information

001091.6365 $11,485.10

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Invoice

MCCi
ExperienceExcellence

FEIN: 33-1069550

DATE: April 24, 2014
INVOICE#: 60-60811
FOR: Laserfiche

HATTIESBURG, MS
DEBBIE BERNARDO
PO BOX 1898
HATTIESBURG, MS 39403

PO BOX 2235
TALLAHASSEE, FL 32316
Phone: 850-576-3171

QTY	DESCRIPTION	Unit Price	AMOUNT
1	LF SUPPORT RENEWAL	$7,268.10	$ 7,268.10
1	MCCi OCR SCHEDULER SUPPORT RENEWAL	$346.50	$ 346.50
1	LF MANAGED SERVICE RENEWAL	$2,250.50	$ 2,250.50
1	TRAINING CENTER FOR LASERFICHE	$1,620.00	$ 1,620.00
	Annual Support Renewal: 4/6/14 - 4/5/15		

SUBTOTAL	$ 11,485.10
SHIPPING	
SALES TAX	$ -
OTHER	-
TOTAL	**$ 11,485.10**

THANK YOU FOR YOUR BUSINESS!

City of Hattiesburg, MS

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

Master

File Number: 2014-1100

File ID:	2014-1100	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/07/2014
Brief Title:	TIGER 2014 Grant Application			**Final Action:**	
				Minute Book Number:	MB2014-145

Title:
Authorize submittal of TIGER 2014 grant for Twin Forks project. (nunc pro tunc)

Notes: application submitted via grants.gov on April 28, 2014 on behalf of Twin Forks project

Sponsors:		**Enactment Date:**	
Attachments:	Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Narrative, oppDTOS59-14-RA-TIGER6-cfda20.933-cidTIGER6-FY14	**Enactment Number:**	
Contact:		**Meeting Date:**	05/20/2014
Drafter:	Brett Benson	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014					

Text of Legislative File 2014-1100

Title

Authorize submittal of TIGER 2014 grant for Twin Forks project. (nunc pro tunc)

Summary

2014 TIGER Grant application

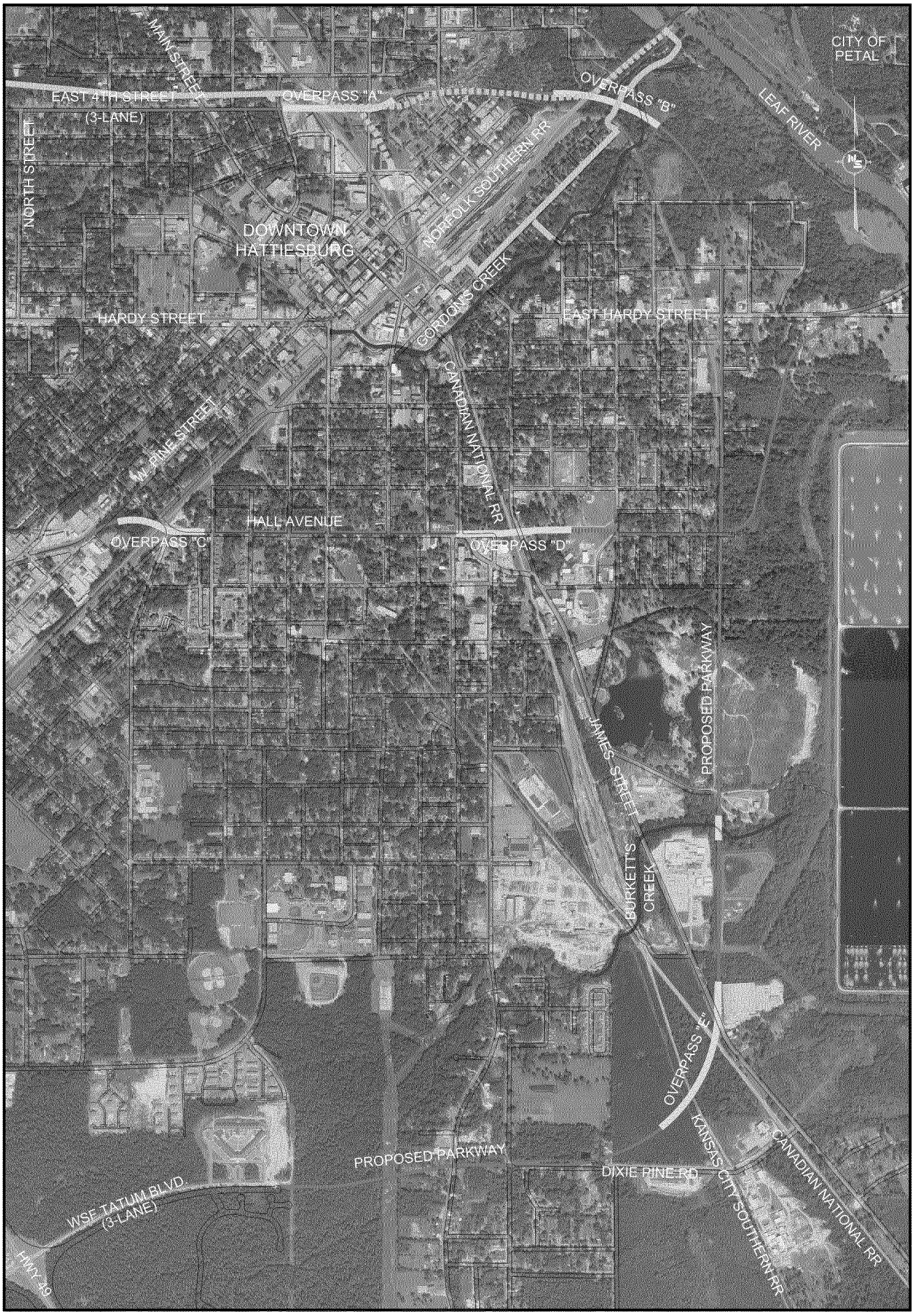
Budget Information

Expenditure Type

Grant Application

Purchasing Item

Publication Information


MAIN STREET
EAST 4TH STREET
(3-LANE)
OVERPASS "A"
OVERPASS "B"
CITY OF
PETAL
LEAF RIVER
NORTH STREET
DOWNTOWN
HATTIESBURG
NORFOLK SOUTHERN RR
GORDONS CREEK
HARDY STREET
EAST HARDY STREET
W. PINE STREET
CANADIAN NATIONAL RR
HALL AVENUE
OVERPASS "C"
OVERPASS "D"
PROPOSED PARKWAY
JAMES STREET
BURKETT'S
CREEK
OVERPASS "E"
KANSAS CITY SOUTHERN RR
CANADIAN NATIONAL RR
PROPOSED PARKWAY
DIXIE PINE RD
WSE TATUM BLVD.
(3-LANE)
HWY 49

MAYOR
JOHNNY L. DUPREE, PH.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	Deborah Denard Delgado	Carter Carroll	Mary Dryden	Henry Naylor

April 24, 2014

Mr. Howard Hill
TIGER VI Discretionary Grant Program Manager
US Department of Transportation
1200 New Jersey Avenue, SE, W84-224
Washington, DC 20590

RE: TWIN FORKS PARKWAY TRANSPORTATION IMPROVEMENTS PROJECT – TIGER VI DISCRETIONARY PLANNING GRANT

Dear Mr. Hill:

The City of Hattiesburg is requesting $1,440,000 from the US Department of Transportation for TIGER VI Discretionary Planning Grant funds for the Twin Forks Parkway Transportation Improvements Project. Because the proposed project is essential to the revitalization of the Twin Forks area, the City of Hattiesburg is committing $360,000 of matching funds in support of this project.

This project will be a partnership between local government and residents to make a positive change on transportation, housing and economic development in this economically disadvantaged neighborhood in East Hattiesburg. With the support of the US Department of Transportation and local partnerships, critical infrastructure improvements can be made that will facilitate the redevelopment of this neighborhood.

We look forward to working with the local partnership to develop a shovel-ready project for the Twin Forks Parkway Transportation Improvements Project. Together, we can develop a sustaining transportation network that will not only serve the Twin Forks area, but also the region.

Sincerely,

Johnny L. DuPree, Ph.D.
City of Hattiesburg

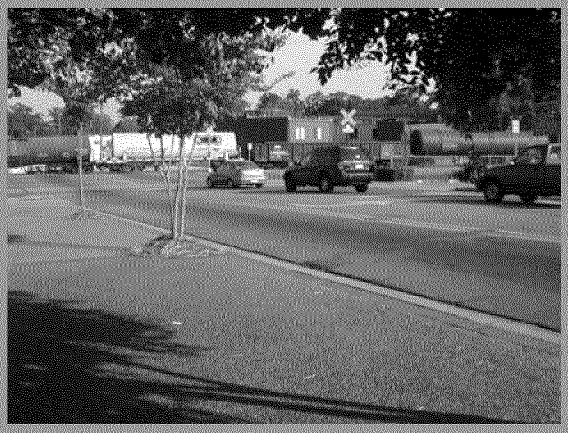
Telephone (601) 545-4501 • Fax (601) 545-4608
Email mayor@hattiesburgms.com • Website www.hattiesburgms.com

Hattiesburg Rail-Highway Congestion Relief Study



Prepared For:

Mississippi Department of Transportation



Prepared By:

Wilbur Smith Associates

In association with

Neel-Schaffer, Inc.

Draft

ENGINEERS
PLANNERS
ECONOMISTS

WilburSmith
ASSOCIATES

December 2006

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A

CHAPTER 1
INTRODUCTION

Established in 1884, Hattiesburg, like many of America's communities, owes its very existence to a railroad, in this case the New Orleans and Northeastern, the last link in the Queen and Crescent Route from Cincinnati to New Orleans. This Norfolk Southern predecessor was built between Meridian and New Orleans in 1882 and 1883. Conceived by Captain William H. Hardy of Meridian, he rode the route in search of town sites through the largely unpopulated country and selected a location where a line from the Gulf was projected to cross the NO&NE and named it after his wife Hattie[1].

Like so many communities created much in the same way, the presence of the railroad cutting through the urban fabric has become a liability rather than an asset. For example, traffic problems, both delays and accidents, occur at road crossings, the transport of hazardous materials by rail presents a continuing danger, and noise and vibration result from the passage of trains comprise just a few of community safety and livability issues.

Project Purpose

The City of Hattiesburg's desire to address rail-community conflicts resulted in the initiation of this study effort. The effort examines the issues and suggests suitable measures to solve or mitigate identified problems. The focus of the work is on at-grade rail-highway problems and the location of railroad yards used for switching and storage. More specifically, the tasks were to examine rail route relocation, rail yard relocation and grade separations.

[1)] Davis, Burke, The Southern Railway, Road of the Innovators, University of North Carolina Press, 1985, p. 186.

Study Area

While the immediate study area is the City of Hattiesburg, some of the mitigation measures involve other parts of Forrest County as well as the neighboring counties of Jones, Covington and Lamar.

Study Conduct

The intent of the study is to establish levels of impact and identify acceptable measures of addressing targeted study area rail issues while evaluating both physical and economic feasibility. It was conducted using readily available secondary data including GIS databases combined with limited "windshield" survey field work, personal contact with MDOT, City of Hattiesburg officials and operating personnel of the involved railroads. The level of technical evaluation ranges from sketch planning to very preliminary engineering with order-of-magnitude estimates and appropriate allowances for contingencies.

The work effort was initiated prior to Hurricane Katrina and subsequently put on hold in the aftermath of the storm during the recovery of the study area. The study resumed after vehicular traffic resorted to more normal patterns.

One development resulting from Katrina which could have a dramatic impact on the area is the potential relocation of CSX Transportation traffic now moving along the Gulf Coast to an alternate route which would run through Hattiesburg. The project is not funded at the time, however, if it were to come to pass at a future date, rail traffic through the area would most likely double.

CHAPTER 2
BACKGROUND

Hattiesburg railroads impact both local and through vehicular traffic. Some insight into these conflicts is provided by the following discussions of both rail and roadway infrastructure and operations.

Hattiesburg Rail Operations

Hattiesburg is served by the Norfolk Southern Railway's (NS) Atlanta - New Orleans main track and secondary lines of the Canadian National Illinois Central Railway (CNIC) and the Kansas City Southern Railway (KCS), both of the latter running between Jackson and the Gulf Coast. The location of rail lines in the Hattiesburg area is the subject of Figure 2-1. Amtrak's *Crescent* also serves Hattiesburg operating over the Norfolk Southern main track.

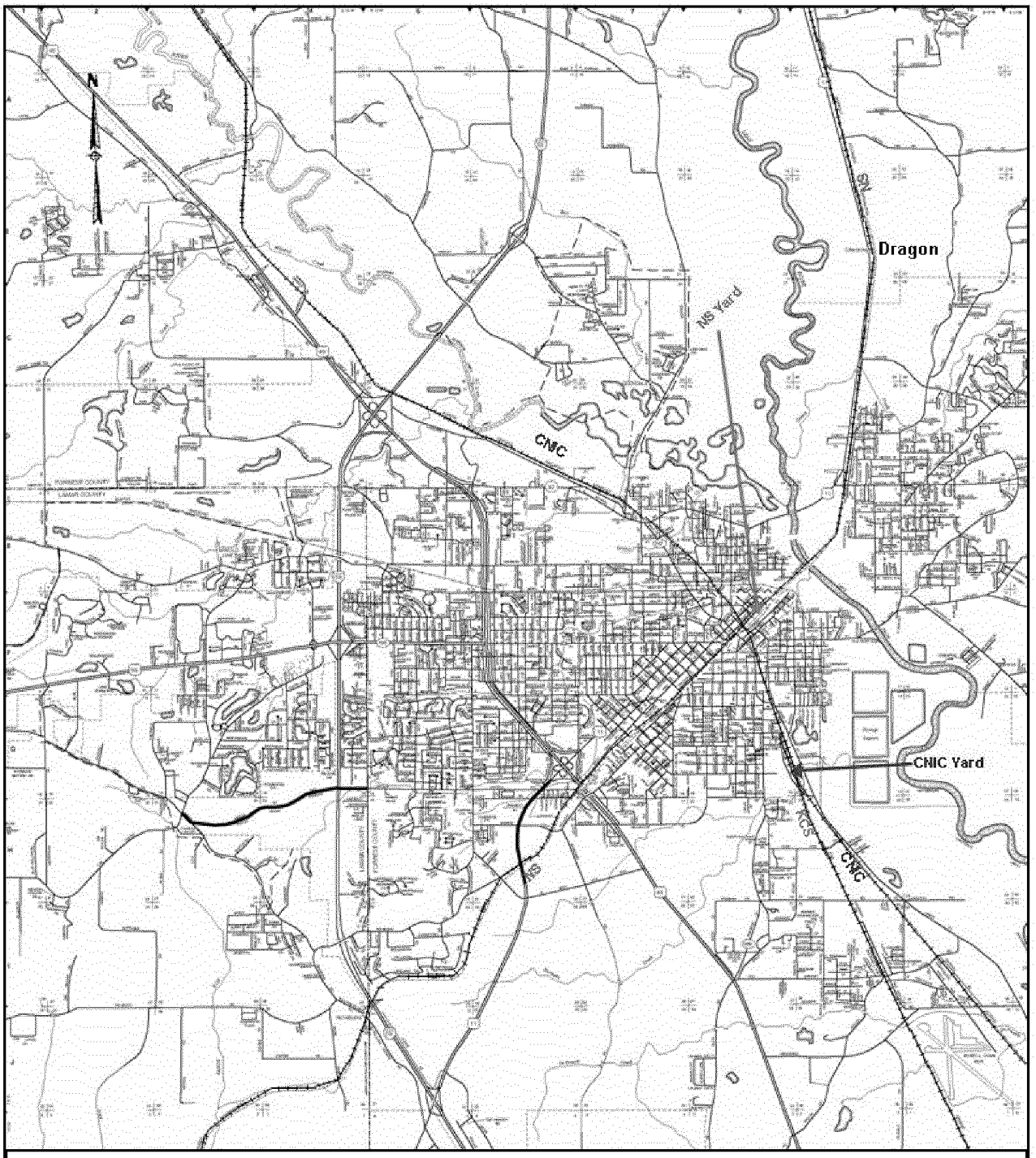
Norfolk Southern Railway

Through Trains – Two passenger trains, Amtrak's north and southbound *Crescent* use the NS main track daily and stop at the Hattiesburg depot (soon to be its intermodal center). These trains are scheduled to depart at 9:43 AM and 4:19 PM, respectively, based on Amtrak's current schedule.

Ten daily through freight, all merchandise trains, five in each direction, also pass through the study area. These trains are scheduled and non-scheduled extras average four per day for a total count of 14. Two to three Purvis unit coal trains per week are included in the extras. They consist of these trains averages 110 cars for an approximate train length of 1 ¼ to 1 ½ miles.

Figure 2-1

Hattiesburg Rail Lines



Scale:

Figure 2-1

Hattiesburg Area Rail Line

One of the southbound through trains stops to pick up cars at the NS yard. The others do not stop. Most of the trains are scheduled to pass through the area at night although one southbound and one northbound are scheduled through the area during daylight hours around noon and late afternoon, respectively. The train that makes the pick-ups typically operates at night. Scheduled night trains running late will pass through the study area during the morning hours.

Local Trains – In addition to the through trains, four local trains serve the area. The first operates within the immediate Hattiesburg area. It serves local customers, principally the businesses at Dragon, switches the yard (from the north end), and handles the interchange of freight cars with CNIC. This train operates during the day.

Two locals also provide service south of Hattiesburg making round trips to Slidell, LA. One is on duty at 6:30 AM and the other at 5:00 PM. The trains operate 5 days per week. They each typically handle between 10 and 15 cars in the Hattiesburg area. The fourth local operates from Meridian arriving and departing Hattiesburg between 4:00 and 7:00 PM. Its typical consist totals 100 cars. The large volume on this train results from ferrying Hattiesburg area traffic to/from Meridian where through trains pick up and set off rather than Hattiesburg.

Interchange – Interchange of cars occurs daily between NS and CNIC. The number of cars ranges from 25 – 40 per day up to 60 – 70 per day. The interchange for both carriers is handled by one or the other on an alternating basis and usually takes place after the morning Amtrak train has departed.

Interchange with the KCS takes place three times per week, but can occur at any time during the day. An average of 15 cars are involved.

NS Customers – NS has only an occasional carload of traffic for Hattiesburg proper. Study area rail traffic is principally liquefied petroleum gas (LPG) generated at the terminals located north of Petal at Dragon. The present

of large numbers of these cars in the NS yard in Hattiesburg is one of the reasons to relocate it

Canadian National Illinois Central Railroad

CNIC runs two merchandise trains per day through the area, 1 northbound and 1 southbound, the latter averaging 100-110 cars and the former 130-150. Coal trains, seven loaded and seven empty per week, but not necessarily two per day as they tend to get bunched up sometimes up to four per day, average 110 cars. It takes an average of 1/2 hour to clear the CNIC-NS diamond for road trains. The interchange move takes an average of 1.5-2.0 hours including pick up and set out in the NS yard. CNIC, like NS, has few customers in Hattiesburg.

Kansas City Southern Railway

KCS does not run any trains through Hattiesburg and only one in and out of town 3 days per week -- northbound into town on Monday, Wednesday and Friday (MWF) and southbound out of town on Tuesday, Thursday and Saturday (TTS). KCS interchanges three times per week, MWF, with both CNIC and NS. The movements take 20-30 minutes into the NS yard and 15-30 out, and typically involve 2-20 cars with an average of 15.

ROADWAY IMPACTS

Hattiesburg has two principal types of traffic problems that involve the City's grade crossings. One relates to roadway blockages caused by trains occupying at-grade crossings, and the other the movement of through traffic impaired by poor continuity of major routes which cross the railroads. Both are addressed.

Grade Crossing Blockages

Through trains on NS, while numerous, block crossing for relatively short periods of time (estimated at four to five minutes each on average) as they do not stop. Permissible speeds for freight trains on NS are 50 mph through most of town with a 25-mph restriction over the diamond and alongside the NS yard. CNIC and KCS freights, however, move at much slower speeds due to the necessity of stopping at the NS diamond.

The interchange of freight between NS, CNIC and KCS as well as the crossing move of the latter two over the NS main appear to result in the largest vehicular traffic problems, blocking some streets for 15-30 minutes at one time.

The grade crossings most impacted by the activities described above are those which lie within ¾ mile of the NS-CNIC diamond (at-grade rail crossing) more specifically between Market and Hall on the NS to the south and Market and CNIC's Bell Yard to the east on CNIC and between Market and Seventh Street on CNIC to the west. The same crossings on NS can be impacted by the one train per day that sets out, picks up at the yard as well as Amtrak station stops. The crossings to the east of the diamond on CNIC also suffer from switching activities at Bell Yard. Although a number of crossings are impacted, Market and Main are the worst as they are tied up for all or virtually all moves.

Through Routes

. Over the past ten years, Hattiesburg's central business district has realized a transformation from vacant and dilapidated structures into streetscapes of beautifully restored historic buildings. With the inception of the Hattiesburg Historic Downtown Association, the downtown area has enjoyed an economic boom of restaurants, retail shops, deli shops, and nightclubs. Loft living is a successful, growing trend and compliments the ground floor commercial uses. The downtown, as a part of the national "Main Street" program, has invested in landscaping, street furniture, way-finding systems and

lighting. This successful movement has also anchored Hattiesburg's downtown district as an exciting venue for art, culture and entertainment.

On a daily basis downtown traffic consists of heavy commercial vehicles as well as "through" traffic including commuters from adjacent communities to the east of the City. Through traffic in the downtown results from north-south flows along US 11 and east-west flows from SR 198 (Hardy St.)/ East Hardy St. and as an east-west alternative, US 11, Hall Avenue, Bay Street, and East Hardy. These through flows combined with local traffic result in some of the heaviest used grade crossing in the City. Blockage of the at-grade roadway-railroad crossings within the downtown district immobilizes traffic flow and cause long periods of non movement. These conflicts result in adverse impacts on the social and economic amenities of the downtown district.

CHAPTER 3
MITIGATION MEASURES

A number of ways to address some of the urban conflicts previously described were identified. Many of these came from the parties involved -- the City and the railroads. No one of the alternatives developed solves all of the concerns so a phased approach incorporating several alternatives and/or one that provides "the largest bang for the buck" is indicated.

RAIL APPROACHES

A range of alternatives were developed to address road blockages during the interchange of cars between the railroads, the delays due to through train movement across the NS diamond, and relocation of the NS yard. All are discussed in the following paragraphs.

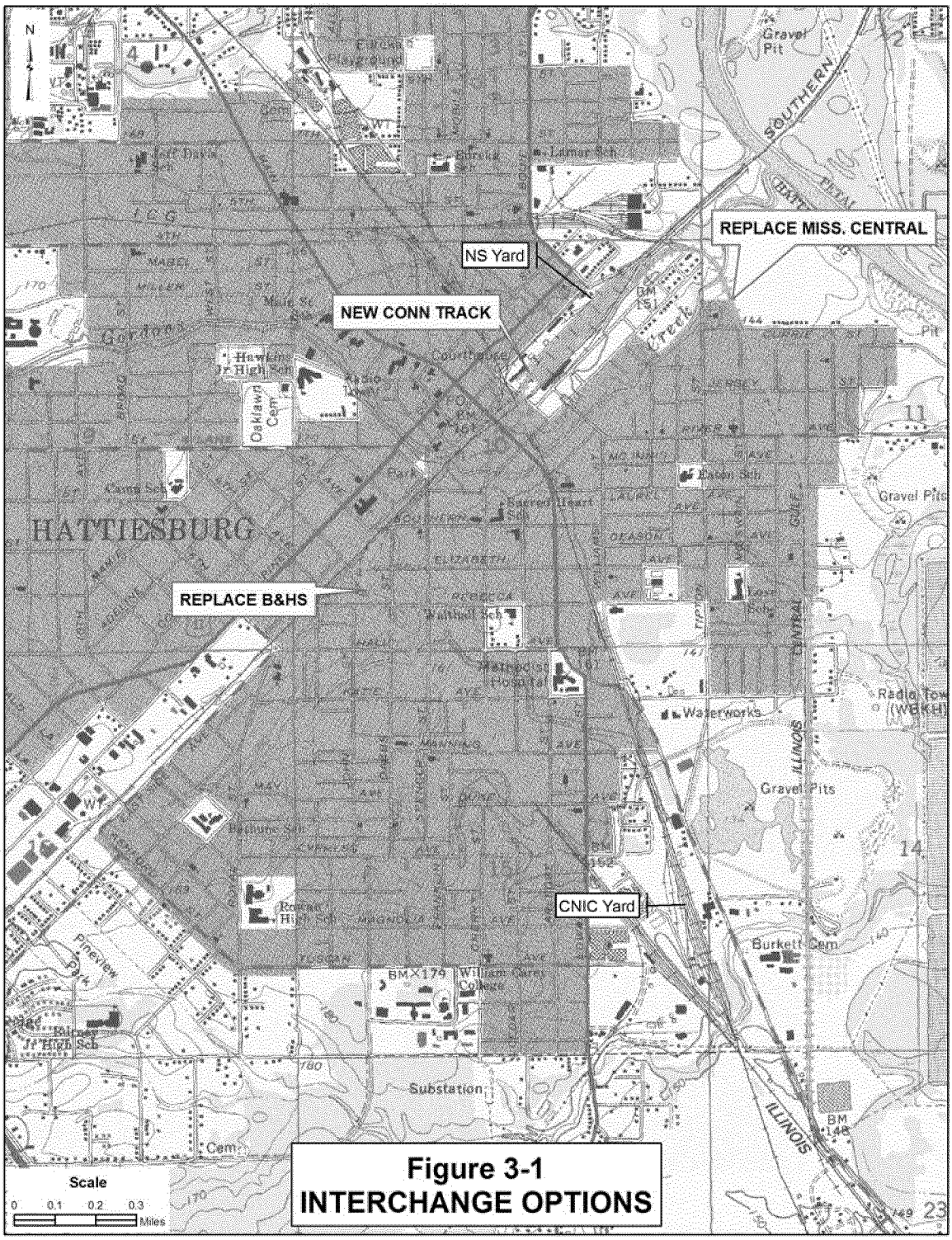
Hattiesburg Interchange Alternatives

The problems created in the interchange activities result principally from the awkward pull across, back up, and pull ahead movements at the diamond necessary because of the track layout. One suggestion is to reconstruct the former Miss Central track between the south end of CNIC's Bell Yard and the north end of the NS yard. This right-of-way is also included in one of the through traffic route alternatives to/from Petal. Other means of accomplishing the same end are: 1) build a connection in the eastern quadrant of the diamond, but his appears to be precluded by the platforms at the Amtrak station (intermodal center), or 2) reconstruct the former B&HS track between the south end of Bell Yard and the NS main south of the crossing. All options are shown in Figure 3-1.

The NS crossings involved in this interchange from, and including, Market to Hall have some of the highest vehicular volumes in the County (Main is the second highest and Hall the third with several of the rest in the top ten), and

Figure 3-1

INTERCHANGE OPTIONS



include 5 of the top 12 in the county on NS in terms of predicted accidents (Main is 2nd). Several of them are also involved in east-west vehicular through routes and are obvious grade separation candidates not only for safety reasons, but also for area traffic circulation.

CNIC crossings involved in the interchange movement and within the range of blockage waiting to cross NS have much the same characteristics with some of the highest volumes in the county and account for 13 of the top 18 on CNIC in accident prediction.

Replace Mississippi Central Connection – This alternative was suggested by both NS and CNIC as it keeps CNIC and KCS off of NS entirely if the interchange cuts are left on the depot side of the main track in Hattiesburg as appears to have existed in the past. It requires the reconstruction of approximately 13,500 feet of track plus another 3,500 to keep the interchange on the depot side of the yard along most likely with some roadbed, eight grade crossings (one major road) and two bridges. The route is also part of a proposed roadway that would serve as a truck route, and the City suggested perhaps the road and track could be built in the same right-of-way. This aspect is discussed in more detail later in this Chapter in Roadway Improvements.

The connection can be effected to permit entry into the yard rather than requiring interchange tracks to be reconstructed at the connection. It can also be configured to work if the NS yard is relocated north of town.

Replace B&HS Connection – This potential makes use of a partially abandoned line that was originally the Bonhommie and Hattiesburg Railroad. It requires the rehabilitation of approximately 4,500 feet of track and three grade crossings; reconstruction of 4,000 feet of track along with four grade crossings; installation of a No. 10 turnout in the NS main track; and, perhaps an interlocking. This approach permits a much improved access to the NS yard with no requirements to construct separate interchange trackage. While CNIC and KCS would use the NS main track to access the yard, it would tie up the NS main

track for a much shorter period of time than the current operation back and forth over the diamond. It is shorter than the Mississippi Central connection and presumably less costly. The City may already own the right-of-way.

Direct Connection to NS Yard – This connection was suggested by Wayne Parrish of the Mississippi DOT during a meeting with the City discussing options. While a much less involved connection could be constructed if the Amtrak passenger platform were not in the way, it can still be accomplished as shown on Figure 3-2. The alternative requires construction of about 800 feet of track, 2 No. 10 turnouts, one rail crossing (diamond) and associated interlocking changes / additions, and 2 road crossings. In addition, a couple of turnouts in the ladder track will have to be relocated and several tracks shortened.

This alternative permits direct entry into the NS yard eliminating the current interchange moves and does not require the reactivation of abandoned track which may well result in protests from residents along the rights-of-way. Construction of another diamond on the NS main track and loss of yard track capacity are, however, undesirable from the railroad perspective.

Railroad Preferences – The three alternatives were reviewed with both CNIC and NS and both preferred the Mississippi Central Connection. That was the way interchange was accomplished in the past and it minimizes the use of trackage of each railroad by the other virtually eliminating any loss of operating flexibility or increase in liability by other carriers.

The probable cost of the alternative is $6.5 million. The cost is shown in more detail in Appendix Table A-1

Operating Modification – As an opportunity requiring no investment to provide some relief, NS has suggested to the other two railroads that the daily interchange with CNIC and the tri-weekly interchange with KCS be combined into one thereby eliminating the separate KCS move.

Figure 3-2

Direct Connection to NS Yard



CNIC / KCS Train Movements

Although not related to the interchange situation, the movements of CNIC through trains across the NS diamond that require stopping to wait for the signal time lock to run down creates roadway traffic problems also. The situation could be improved if the signals / procedures could be revised to permit trains to be held where they do not block grade crossings, e.g., northwest of Route 42 and in the CNIC yard to the southeast. And then once clearance is obtained, they start moving and continue moving across the NS without stopping for the keying process now required. Even moving at a restricted speed would be much better than the current practice as it pertains to roadway blockage.

Alternate NS Yard Locations

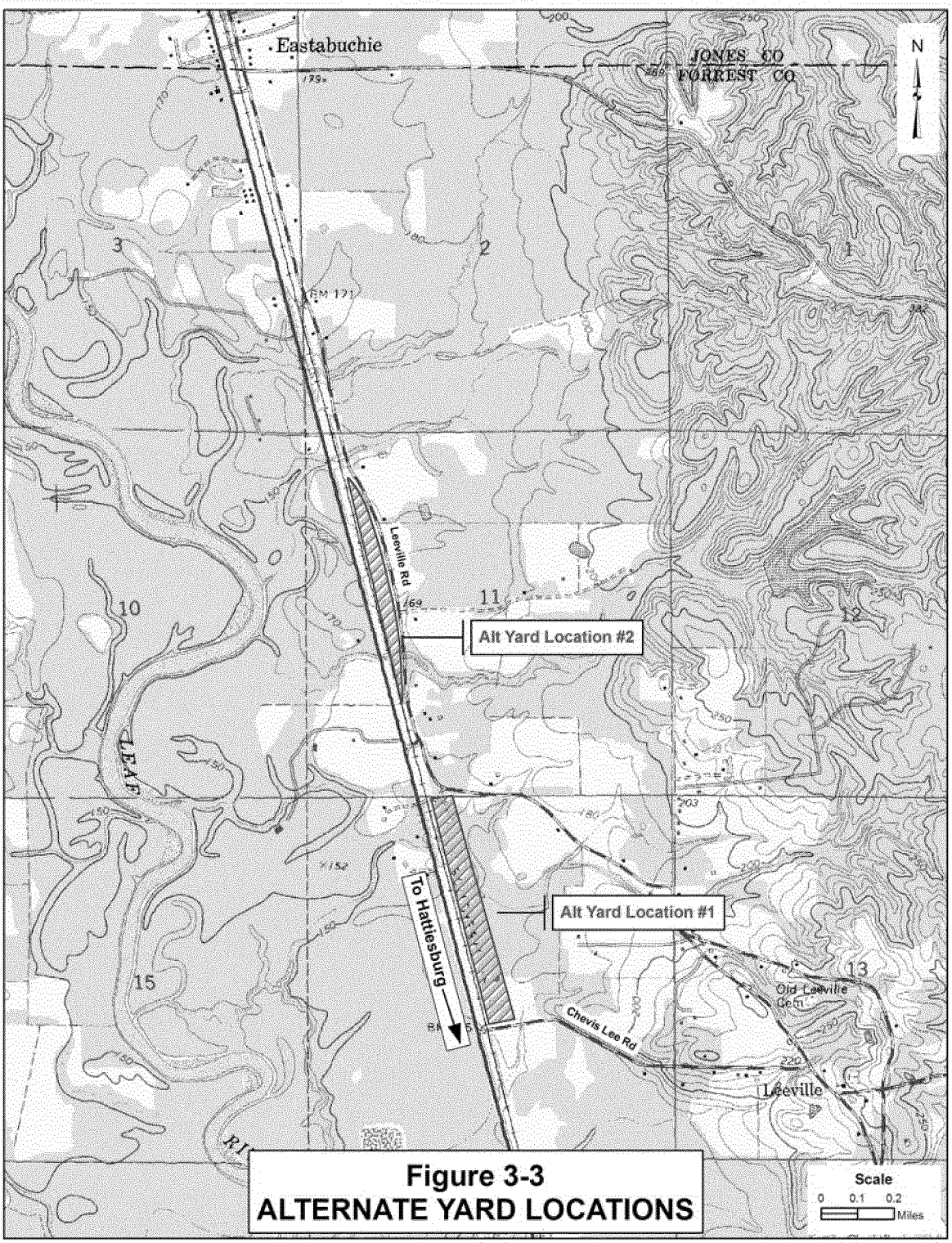
Relocation of the NS yard is possible just north of Dragon and the LPG terminals. NS requested that the capacity of the current yard be replicated which appears possible albeit with a different track configuration. There are, however, a number of residences in the area which may prove to be a problem. Altering the focus of the search for a new location with a large expanse of vacant ground would most likely result in a site too distant from Dragon to be acceptable to NS and on the surface would appear to complicate interchange activities.

Relocation of the CNIC's Bell yard has also been mentioned. CNIC and KCS lined converge right at the south end of the yard, but the lines diverge quite a bit as they head south of Hattiesburg. Presumably a site would have to be found south of town and a connection track built between the two.

Site Alternatives – The body of the existing Hattiesburg Yard is approximately 2,500 feet by 400 feet. There are 14 to 15 yard tracks with a track capacity of some 20,000 feet or 400 cars (@50 ft. ea.). Two potential locations for a new yard removed from downtown, both just north of Dragon, are shown on Figure 3-3. Both locations would permit a yard length in excess of 3,000 feet and a minimum width of 300 feet. Based on a couple of schemes roughed out, the

Figure 3-3

Alternate Yard Locations



capacity of the existing yard could be matched or exceeded in either location, and the potential for all double-ended tracks is greater than now exists (many existing yard tracks are stub-ended).

Alternate Location 1 – There is more room available at this site and what appears to be less residential development in close proximity as compared with Location 2. It is also much closer to other Dragon trackage permitting some switching benefits. A drawback is the presence of grade crossings at both ends of the site – Chevis Lee Road on the south and a connection between US 11 and Leeville Road on the north. It might be possible to relocate the latter to the north, but trying to create a significant distance could run into public objections.

Alternate Location 2 – This location is restricted in size by the presence of Leeville Road (unless it could be relocated) and the south end of the yard would commence about a mile from the closest Dragon trackage. It could, however, be switched from the north end where a mile of grade-crossing-free right-of-way exists from the probable north end of the yard to the existing grade crossings in Eastabuchie. A potential drawback to this location is the number of houses located along Leeville Road facing the yard location.

Area Property Configurations – A review of the County tax maps revealed that two large parcels comprised the property for Location 1, while the property for Location 2 is comprised of five smaller parcels. This could make a difference in the ease of acquisition for Location 2. Also, a wider railway (NO&NE) right-of-way was found to exist at the north end of Location 2.

Yard Capacity – Sketch plans were prepared to determine capacity potential for each of the sites. It appears the capacity of the existing yard can be met or exceeded, although the tracks would be configured differently.

The sketch plans were prepared on a base map which was a composite of several sources. All are somewhat different in respect to Leeville Road, so a survey with cross-sections of the topography will be necessary to pin down the buildable area of these particular sites. As shown in Appendix Table A-2, the probable cost of the new yard is in the neighborhood of $17.5 million.

Impact of New Yard

Moving the NS yard from downtown to the vicinity of Dragon will impact the mitigation alternatives previously discussed to varying degrees.

Mississippi Central Connection – In this case the connection should be oriented to the north not turning back to the south as it does now. Since it is not desirable for CNIC / KCS trains to run over the NS as far as Dragon, interchange tracks will need to be constructed at the connection (capacity for 70 cars or approximately 3,500 clear track feet).

B&HS Connection – The most effective manner to provide for interchange would be to use a couple of existing yard tracks on the depot side of the site. These tracks would simply be left in place when the rest of the yard is removed.

Direct Connection to NS Yard – Moving the yard probably eliminates this alternative as the curve would eat up vacated yard property rendering that space undevelopable.

Hattiesburg Bypass

One of the options to be investigated, albeit with a limited effort, was a mainline bypass of the urban area. One condition was that the existing main track was to remain in place to serve the City's Intermodal Center, the former NS Depot currently used by Amtrak. The City has renovated the building and extended the rail passenger platforms.

Bypass Route – Using aerial photography supplied by MDOT, an alignment for the NS main track was designated that misses most of the development along the west side of the City was also investigated. A route to the east of the City, but found most likely be even longer than the one to the west. The alignment, depicted on Figure 3-4 appears to offer the path of least resistance and runs approximately 30 miles from a point just north of Eastabuchie to a point just north of Purvis where it rejoins the mainline.

The route as shown requires the crossing of several major transportation arteries and waterways requiring bridges or grade separations. These crossings are as follows from North to South:

1. US 11
2. Leaf River
3. I-59
4. CNIC Main Track
5. Okatoma Creek
6. US 49
7. Bowie Creek
8. Rt 42
9. Rt 589 (twice)
10. US 98

In addition, there are several other roadways that might require separations upon further study.

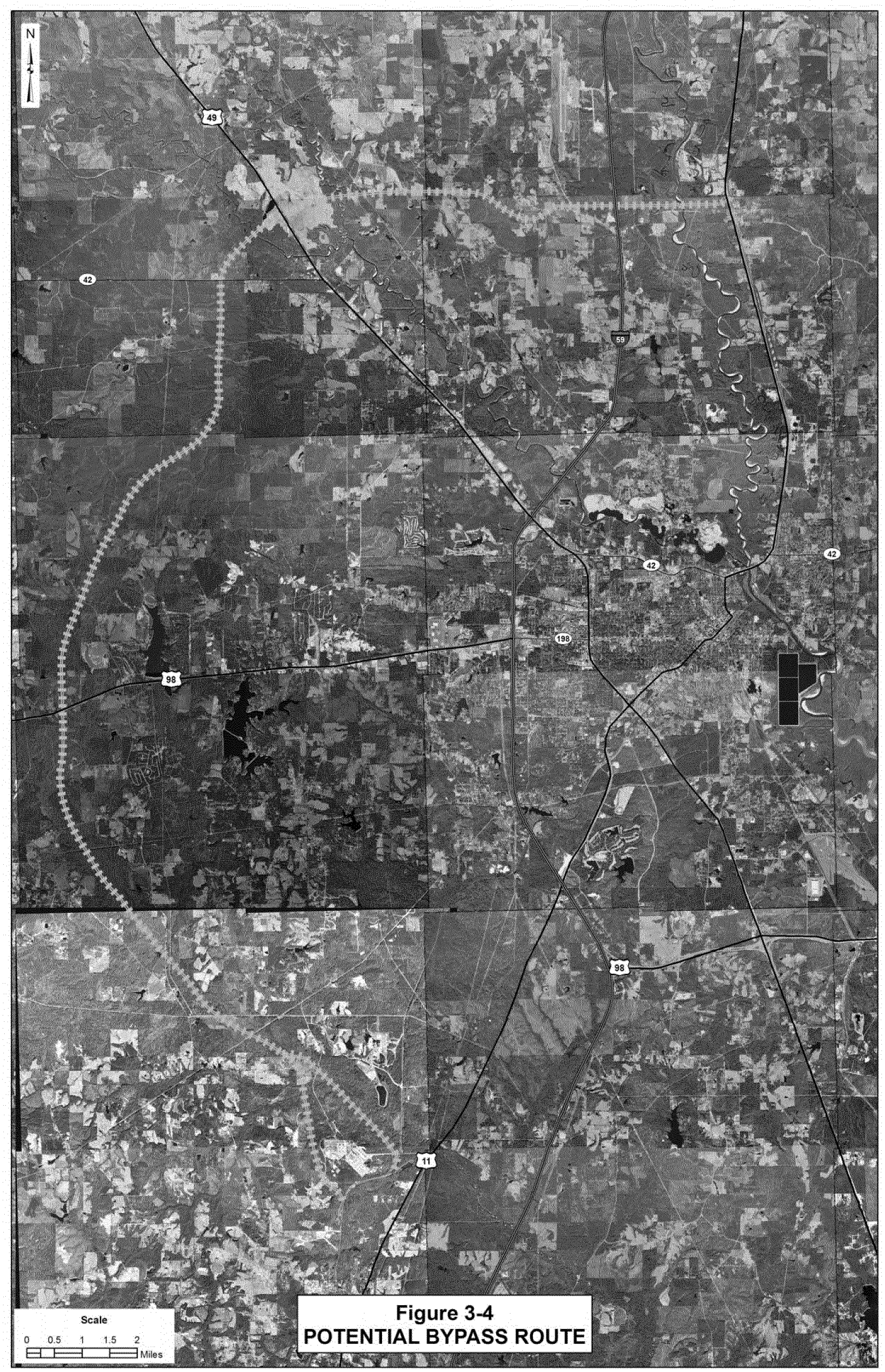
Topography along the route is fairly rough especially along the northern portion. The route follows several creeks, principally south of US 98, as they offer about the only path through the development to the west of Hattiesburg. Much more study is needed of these waterways and associated flood plains especially Black Creek.

Function of Bypass – The bypass would serve principally to reroute through freight trains. The one NS southbound through train that picks up at

Figure 3-4

Potential Bypass Route

(Fold Out)



Hattiesburg would continue to use the present main line if the yard is not relocated but would most likely use the bypass if the NS Yard is relocated. Two potential connection locations are shown at Purvis. A wye track would have to be constructed for Purvis coal trains as both connections are just south of the power plant.

While Figure 3-4 depicts the alignment departing the main track north of the proposed yard location, a slight realignment might make it possible to move the connection point south. Southbound local trains (two) would still continue to use the existing mainline for customers between Hattiesburg and Purvis. Interchange of traffic between the railroads could be moved to the location that the new alignment crosses the CNIC northwest of Hattiesburg which would remove it from downtown, but it also could still occur downtown.

Bypass Considerations – There are, on average, 14 NS through trains passing running north and south through Hattiesburg on a daily basis. One southbound train stops to pick up cars at the yard and the remainder pass through town without stopping. According to the NS trainmaster, most of these trains are scheduled for nighttime passage.

The bypass alignment as designated on Figure 3-4 is 30 miles in length, approximately eight miles longer than the existing alignment between the same two points. Thus 13 trains will travel an additional 8 miles per day generating a total of 38,000 train miles a year. In addition, both the bypass and the existing main track will have to be maintained to a high standard increasing NS mainline maintenance requirements by 30 miles. The two cost elements will increase NS operating costs by some $2 million annually. Capital costs of construction can be expected to be in the neighborhood of $140 million as shown in Appendix Table A-3.

Benefits of the bypass in terms of vehicular traffic delay will require an assessment of all NS crossings on the existing line as well as the proposed route once decisions have been made as to which roadways will be grade separated.

Roadway Improvements

Roadway improvements have been developed to address two specific traffic problem areas:

(1) Vehicular conflicts with CNIC and NS at-grade crossings, particularly at Main Street/Market Street downtown, Hall Avenue, and James Street.

(2) Congestion of local collector roads from usage by heavier commercial and/or "through" traffic.

Grade Separated Design Criteria

The design of railroad/roadway grade separated crossings is governed by design criteria of the Norfolk Southern Railway. The minimum allowable horizontal distance between the centerline of a track and bridge members is 25 feet without a crash wall. The minimum allowable vertical height above the top of the rail for bridges is 23 feet.

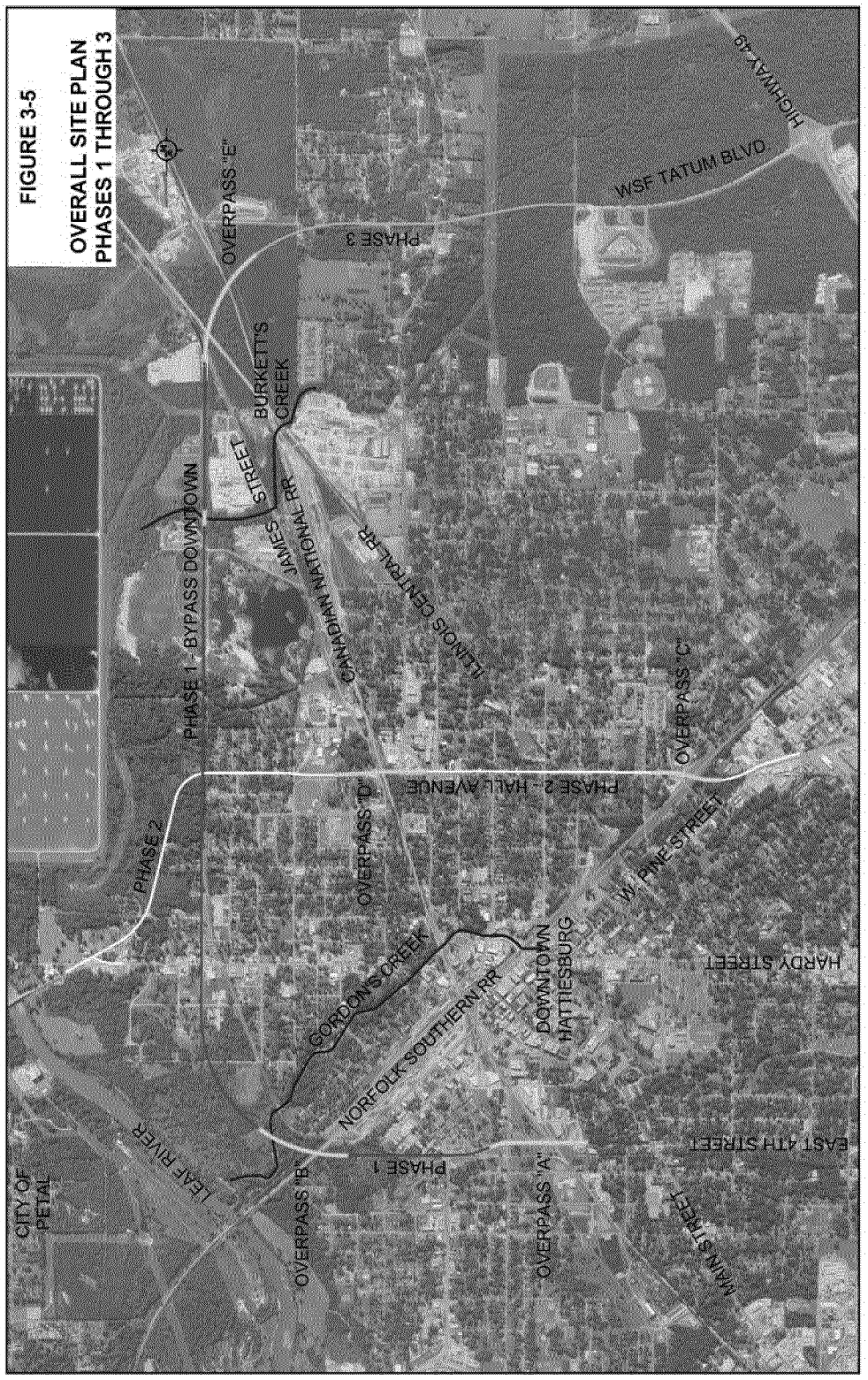
The Mississippi Department of Transportation Roadway Design Manual governs the changes in vertical gradients of grade separated structures (bridges). For an Urban Arterial roadway with a design speed of 40 mph, the maximum grade should not exceed 7% to 8%. The grade limitations make it very difficult to construct a roadway bridge in areas where commercial structures and/or other collector roads are in close proximity to the railroad/roadway at-grade intersection.

Phased Improvements

These phases are divided into three parts (Figure 3-5) and can be implemented to reduce or eliminate delays by altering the existing road configurations. An opinion of probable costs for each of the phases has been included.

Figure 3-5

Overall Site Plan



Phase 1 – Bypass Downtown – The first phase of work is to provide a two-lane bypass of the downtown area with a new roadway and bridge(s) (Figure 3-6 and Figure 3-7). Phase 1 would commence at Old Hwy 49/James Street and the former Mississippi Central crossing adjacent to the former Sears/Sunbeam warehouse as a 2-lane roadway. This proposed roadway phase would continue north along the East side of the abandoned railroad alignment utilizing much of the existing railroad right-of-way. Some additional right-of-way may be required to provide a safe buffer between the reconstructed rail line and the proposed roadway.

The rail line and new roadway would split approximately 1,000 feet south of East Hardy Street with the railroad continuing in a northwesterly direction along the Mississippi Central right-of-way. The new roadway would continue due North along Gulfport Street. The intersection of the new roadway with East Hardy Street would probably warrant a traffic signal and turn lanes at all four legs of the intersection. From the intersection with East Hardy Street, the new roadway would continue due north and then curve to the west over Gordon's Creek and the Norfolk Southern Railway. The roadway would continue across the NS yard and intersect with Bouie Street in an alignment with the newly constructed East 4th Street extension. To complete the Phase I Bypass with no at-grade rail intersections, a bridge would also be constructed along East 4th Street and over the CNIC near Jackson Street. Plan and profile drawings for the overpasses are shown in the Appendix as Figures A-1 and A-2.

With the construction of this bypass the heavy commercial vehicles and commuter "through" traffic which currently contribute to congestion along Main Street in the downtown area would be alleviated. This traffic would now have a north-south route without any at-grade rail intersections which provides a safer, more efficient path of travel.

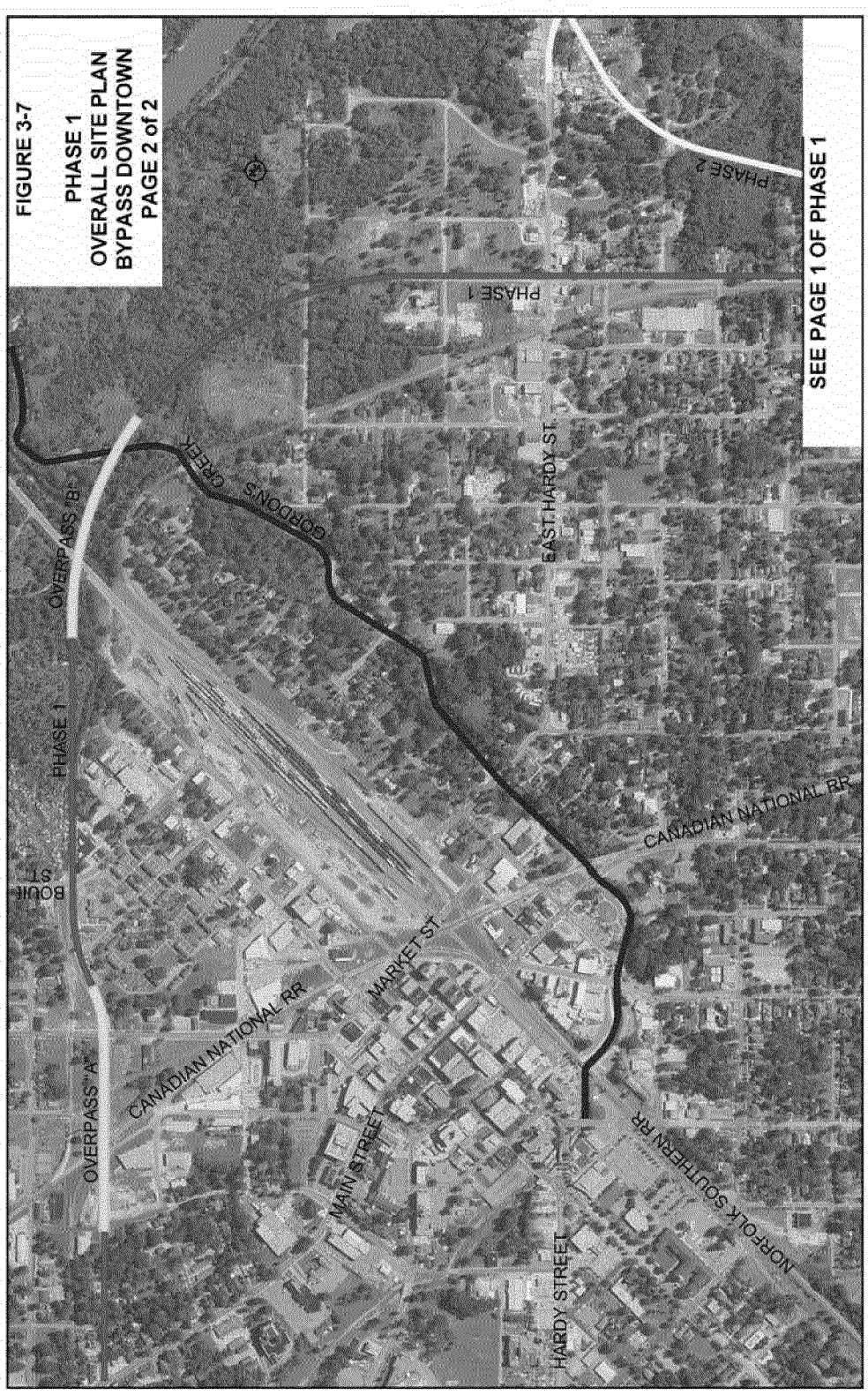
Figure 3-6

Phase 1 – Page 1



Figure 3-7

Phase 1 – Page 2



The total cost for this phase is estimated to be approximately $26 million, as detailed in Appendix Table A-4.

Phase 2 – Hall Avenue Extended Connector – The second phase of the work is creating a grade separated access running east-west along the existing Hall Avenue corridor as shown in (Figure 3-8 and Figure 3-9). Currently traffic moving to and from Petal and the Broadway Drive/Highway 11 corridor flows through the downtown area with several at-grade rail crossings. This traffic pattern intensifies the congestion problems previously discussed in the Phase I Downtown Bypass. Also, the police department is located on the Hall Avenue corridor and currently police cars and other emergency vehicles are confronted with two at-grade rail intersections when responding to an emergency.

This new grade separated access would begin at the intersection of Pine Street and Broadway Drive (Highway 11), which could likely warrant a traffic signal, and bridge over the Norfolk Southern Railway continuing east along Hall Avenue utilizing the existing two-lane roadway. Another bridge would begin at Bay/James Street, which could also warrant a traffic signal, and cross over the CNIC continuing east along a newly constructed two-lane roadway to Tipton Street. Hall Avenue would be reconstructed from Tipton Street to the former Mississippi Central right-of-way and intersect with the new roadway from Phase I. A new two-lane roadway would be constructed from this point running northeast and tie into East Hardy Street just west of the Leaf River where another traffic signal could be warranted. This tie-in would allow the use of the existing two-lane bridge over the Leaf River. Plan and profile illustrations are Appendix Figures A-3 and A-4.

Figure 3-8

Phase 2 – Page 1

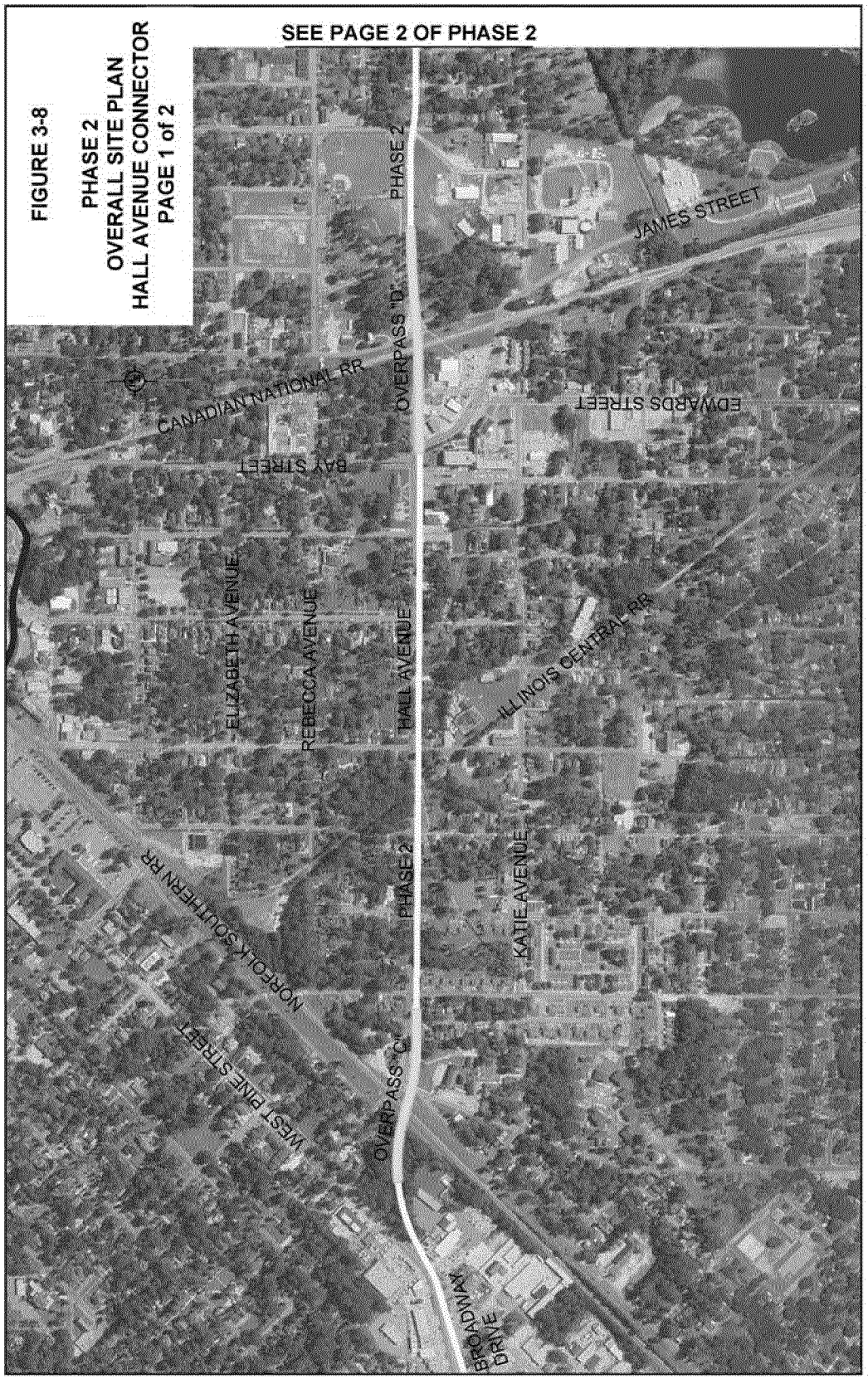
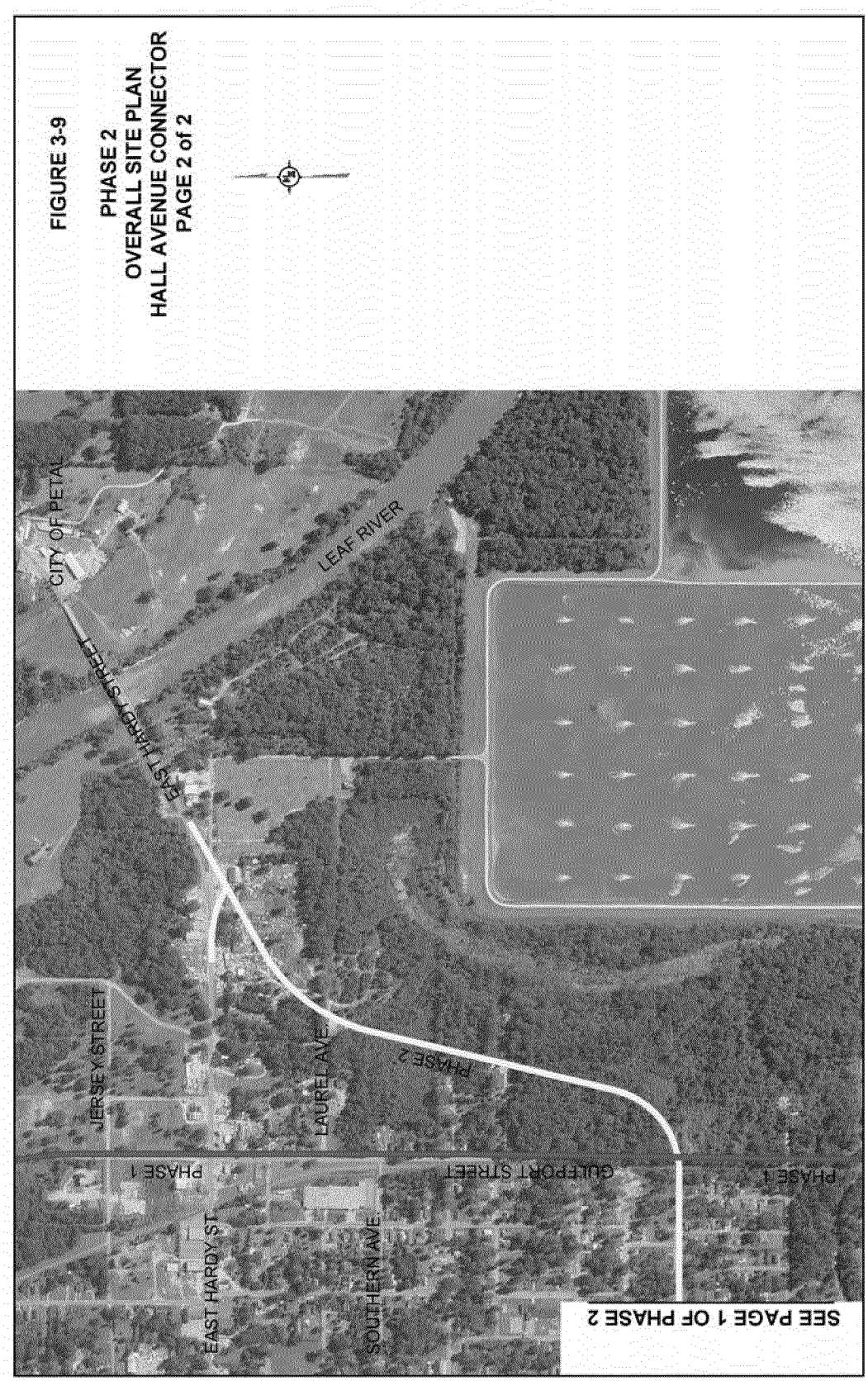


Figure 3-9

Phase 2 – Page 2



With the construction of this East-West connector, commuter "through" traffic which currently contributes to congestion in the downtown area would be alleviated. This traffic would now have a safer, more efficient east-west connection between the Broadway Drive/Highway 11 corridor and the adjacent community of Petal without any at-grade rail crossings. This phase also provides a faster access for emergency vehicles.

An additional benefit of this improvement phase would be the potential to close the Laurel Street, Elizabeth Street, Rebecca Avenue, James Street and Manning Avenue at-grade crossings with the CNIC. This improvement phase would also permit the Hall Avenue-NS at-grade crossing to be closed.

The total cost for this phase is estimated to be approximately $18 million as shown in Appendix Table A-5

Phase 3 – Grade Separated Crossing of Southeast Hattiesburg – The third phase of the work, as shown in Figure 3-10 would extend WSF Tatum Blvd. (2-Lane Roadway) from its current termini to the East and tie in to James Street (Phase I). Phase III will not only provide additional relief to the downtown area, but also will capture another segment of heavy industrial traffic along Dixie Pine Road and provide a shorter more direct connection to U. S. Highway 49. A new roadway would continue eastward where a bridge would be built over the CNIC. A new roadway would intersect with James Street (Old Hwy 49) and continue eastward terminating at the former Mississippi Central / New Phase I roadway. Appendix Figure A-5 shows the plan and profile for the overpass. Additionally, this improvement phase could potentially permit the closing of the Roy Street crossing of CNIC and the Dixie Pine Road crossings of both CNIC and KCS.

The total cost for this phase is estimated to be $12 million. See Appendix Table A-6.

Figure 3-10

Phase 3



CHAPTER 4
BENEFITS

Benefits based on the agreement with MDOT for the conduct of this study are limited to road user impacts calculated as likely delay time multiplied by a unit time cost supplied/approved by MDOT. Only secondary data were to be used in estimating time delays, with little or no field work to be performed.

Railroad Interchange

Benefit calculations began with the interchange activity as it appeared to generate the most vehicular – railroad conflicts.

Computation of Benefits – Appendix Table A-7 is a spreadsheet that shows the crossings impacted by the interchange activity. The next column reveals the number of trains that cross during a day and the assumed length in minutes of the blockage. This was a best guess based on assumed speeds and the projected lengths of trains. Some of the times for switching trains were based on some observations as well. The next column was the number of vehicles that cross that location during the specific time the train would cross. This was taken from the traffic counts taken before Katrina which I had for each direction in 15 minute increments. The next column is the calculation of the delay time.

It was assumed for this that each vehicle arrived uniformly during the delay period. For example, for a 5 minute delay it was assumed a third of the vehicles that approached the crossing for that 15 minute period would be delayed. Once a total number of vehicles approaching for that total period of train blockage had been accounted for the kind of uniform arrival period was calculated. For example if there was a 5 minute blockage and there were 5 vehicles that arrived within that 5 minute period, then the calculation for total delay would be: the first vehicle would have 5 minutes of delay, the 2nd vehicle would have 4 minutes, the 3rd would have 3 minutes, the 2nd would have 2

minutes and the last would have 1 minute. This assumes uniform arrival. Then totals were generated for each vehicle delay for a total of 15 veh-min delay for that approach, this is basically 5+4+3+2+1. The same procedure was applied for the other approach and the two directions were added together to get the total. The calculation however, does not account for e the delay of the starting up time from when the street was unblocked but the vehicles toward the back had not yet begun moving.

The delay costs for the crossings along the MS Central line were also calculated. These costs reduce the benefits of moving the interchange activity and these final numbers were simply deduced from the benefits calculated for the existing interchange.

For the delay time and operating cost calculation, values from AASHTO's User Benefit Analysis book that has user costs from year 2000 were adapted. Travel time costs are savings for personal travel time and operating costs accounted for the fuel costs of the delay. The 2000 values were increased at 3% per year to today's dollars. The unit value of time per auto and truck, were plugged into the total annual veh-hrs delay resulting in an estimated annual user cost of delay. To convert the daily costs into annual totals 300 days per year were used for the 7 day a week calculation and 130 days a year for the 3 day a week occurrence.

Interchange Impacts – As mentioned earlier, the interchange of cars between the railroads that occurs between the NS Yard and CNIC's Bell Yard appear to generate the largest conflict with vehicular traffic.

This activity can tie up traffic on the impacted crossings for as much as 15 to 30 minutes per one-way movement between yards. The calculations (shown in detail in Appendix Table A-7) reveal that the existing conflicts generate $910,400 in roadway user costs for a two-way interchange movement that takes 15 minutes each way. For an interchange movement that requires 30 minutes each way, the total annual impact would be $1.8 million.

Implementation of the Mississippi Central Interchange alternative will involve six at-grade rail – roadway crossing that will produce in road user impacts. This institution of this alternative produces net benefits between $727,000 and $1.6 million. Either level of benefits will go a long way toward justifying the expenditure for the Mississippi Central Interchange alternative.

Mainline Trains

The next most likely generator of conflicts appeared to be from main track operations. Norfolk Southern operates more trains over its main track through Hattiesburg than the other two railroads combined, but they appear to impact vehicular traffic less than CNIS and KCS.

Norfolk Southern – Norfolk Southern mainline trains, as discussed in Chapter 2, consisting of 14 through trains, 4 local trains, and 2 Amtrak trains. Only one through train (a southbound) actually stops in Hattiesburg to pick up cars at the Hattiesburg Yard. The local trains have very little business in Hattiesburg proper and other then the interchange move (discussed later), make little impact on the immediate area. One local is a northbound ferrying cars between the Hattiesburg and Meridian yards. There are no at-grade crossings north of the Hattiesburg Yard before reaching Highway 42 in Petal. There are only six crossings to the south between the NS yard and Memorial Drive which is grade separated. Figure 4-1. The consist of the two southbound locals which do cross roadways in Hattiesburg usually operate in the area with 10-15 cars.

With few exceptions, NS through trains are scheduled to pass through Hattiesburg during the night and therefore have little conflict with area vehicular traffic. They do, however, produce conflicts when they are running late and pass through during the day. With the permissible speed on the NS main track once the diamond is cleared as high as it is. (79 mph for passenger trains and 50 mph for freight trains) through the most of Hattiesburg, crossings are blocked a minimum of amount of time as compared to other area rail road activities.

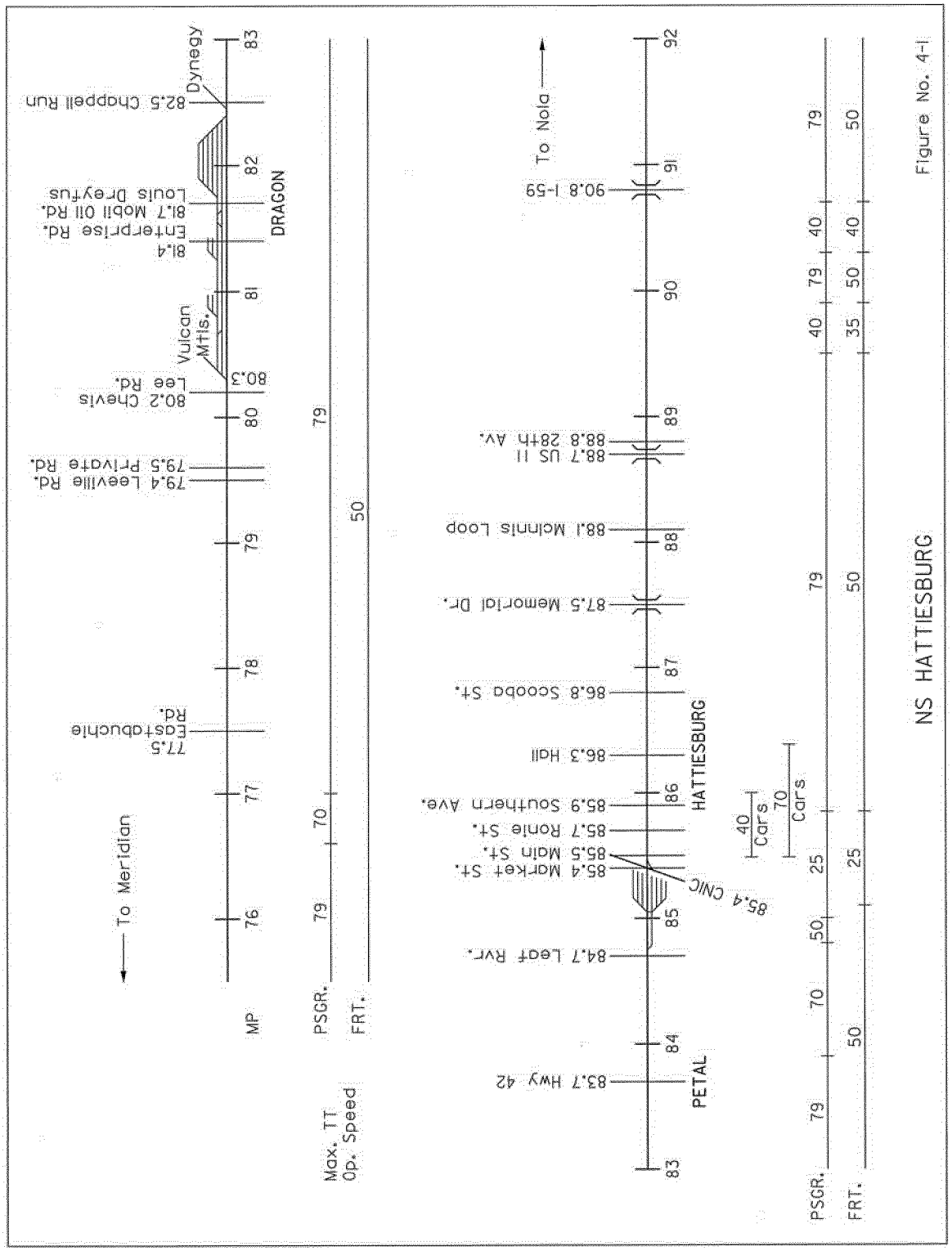
CNIC – Canadian National Illinois Central trains, approximately four per day, but sometimes more, however, move through Hattiesburg at a more restricted speed due to the necessity of stopping at the at-grade crossing with NS[(2)], operating within yard limits and without the benefit of any grade separating. The trains which range in length from 100 to 150 cars (a weighted average of 116 cars or approximately 1.35 miles long). The blockages can last even longer periods of time if CNIC trains have to wait for NS trains to clear the approach to the crossing. It is not known how many times this occurs or for how long, but typically the crossing clearance time is a total of 30 minutes according to CNIC. The relative impact depends on where the CNIC trains are held while waiting to cross the NS. Northbound trains held at the CNIC Bell Yard until it is known if NS are on the approach, or southbound trains held north of MS 42 will minimize crossing delays.

Relocate NS Yard

Relocation of the NS yard provides some relief from interchanges activities, decreases the City's exposure to hazardous materials, and opens opportunities for development of the yard site. The benefits of modification of the interchange activity were detailed earlier. Even with relocation of the yard, however, the Mississippi Central connector will still have to be constructed.

Reduction is exposure to hazardous materials and redevelopment opportunities will generate benefits, but they are difficult to quantify due to the highly speculative nature of both. For this reason, the benefits that might be associated with this alternative were omitted from the contract and thus this report.

[(2)] The rail crossing interlocking is a key release system for CNIC. If no NS trains are within the approach to the interlocking, CNIC trains have to wait 10 seconds for clear signal once key is inserted and then have 5 minutes to the clear crossing.


NS HATTIESBURG
To Nola
To Meridian
HATTIESBURG
PETAL
DRAGON
90.8 I-59
88.8 28th Av.
88.7 US 11
88.1 McInnis Loop
87.5 Memorial Dr.
86.8 Scooba St.
86.3 Hall
85.9 Southern Ave.
85.7 Ronie St.
85.5 Main St.
85.4 Market St.
85.4 CNIC
84.7 Leaf Rvr.
83.7 Hwy 42
82.5 Chappell Run
81.7 Mobil Oil Rd.
Louis Dreyfus
81.4
Enterprise Rd.
80.3
80.2 Chevis
Lee Rd.
79.5 Private Rd.
79.4 Leeville Rd.
77.5
Eastabuchie
Rd.
Dynegy
Vulcan
Mtls.
40
Cars
70
Cars
PSGR.
FRT.
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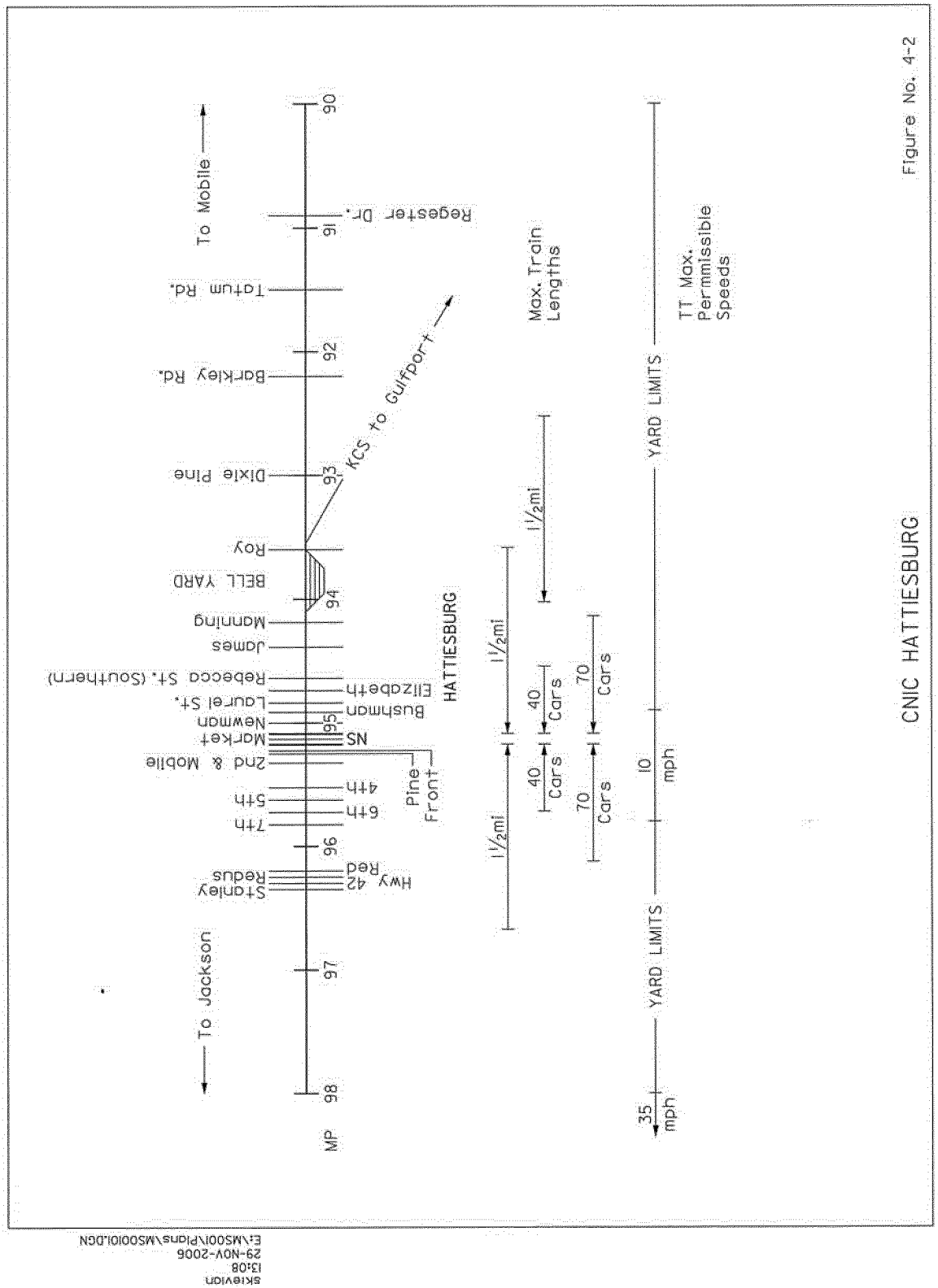

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APPENDIX

Table A - 1

Opinion of Probable Cost - Interchange Alternative

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.0	Replace Track	17,000	LF	$175.00	$2,975,000.00
2.0	Install No. 10 turnouts	3	ea.	$90,000.00	$270,000.00
3.0	Replace Bridges (2)	280	LF	$4,500.00	$1,260,000.00
4.0	Construct Grade Crossings	180	LF	$150.00	$27,000.00
5.0	Install Active Warning Devices	2	ea.	$250,000.00	$500,000.00
				Subtotal	$5,032,000.00
				15% Eng./Const. Admin.	$754,800.00
				15% Contingencies	$754,800.00
				Total	$6,541,600.00

Source: Wilbur Smith Associates

Note: No right-of-way or grading costs included pending joint development with roadway

Table A - 2

Opinion of Probable Cost - Relocated NS Yard

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.0	Yard Trackage	30,000	LF	$175	$5,250,000
2.0	Yard Turnouts No. 8	24	ea	$60,000	$1,440,000
	Yard Turnouts No. 10	2	ea	$70,000	$140,000
3.0	Dragon Siding Extension	5,500	LF	$175	$962,500
4.0	MainTrach No. 10 turnout	2	ea	$90,000	$180,000
5.0	Property Acquisition	60	Ac.	$12,000	$720,000
6.0	Grading	530,000	CY	$3,000	$1,590,000
7.0	Drainage		LS		$900,000
8.0	Yard Office	1	LS		$850,000
				Subtotal	$12,032,500.00
				15% Engineering	$1,804,875.00
				30% Contingencies	$3,609,750.00
				Total	$17,447,125.00

Source: Wilbur Smith Associates

Table A - 3

Opinion of Probable Cost - NS Mainline Bypass

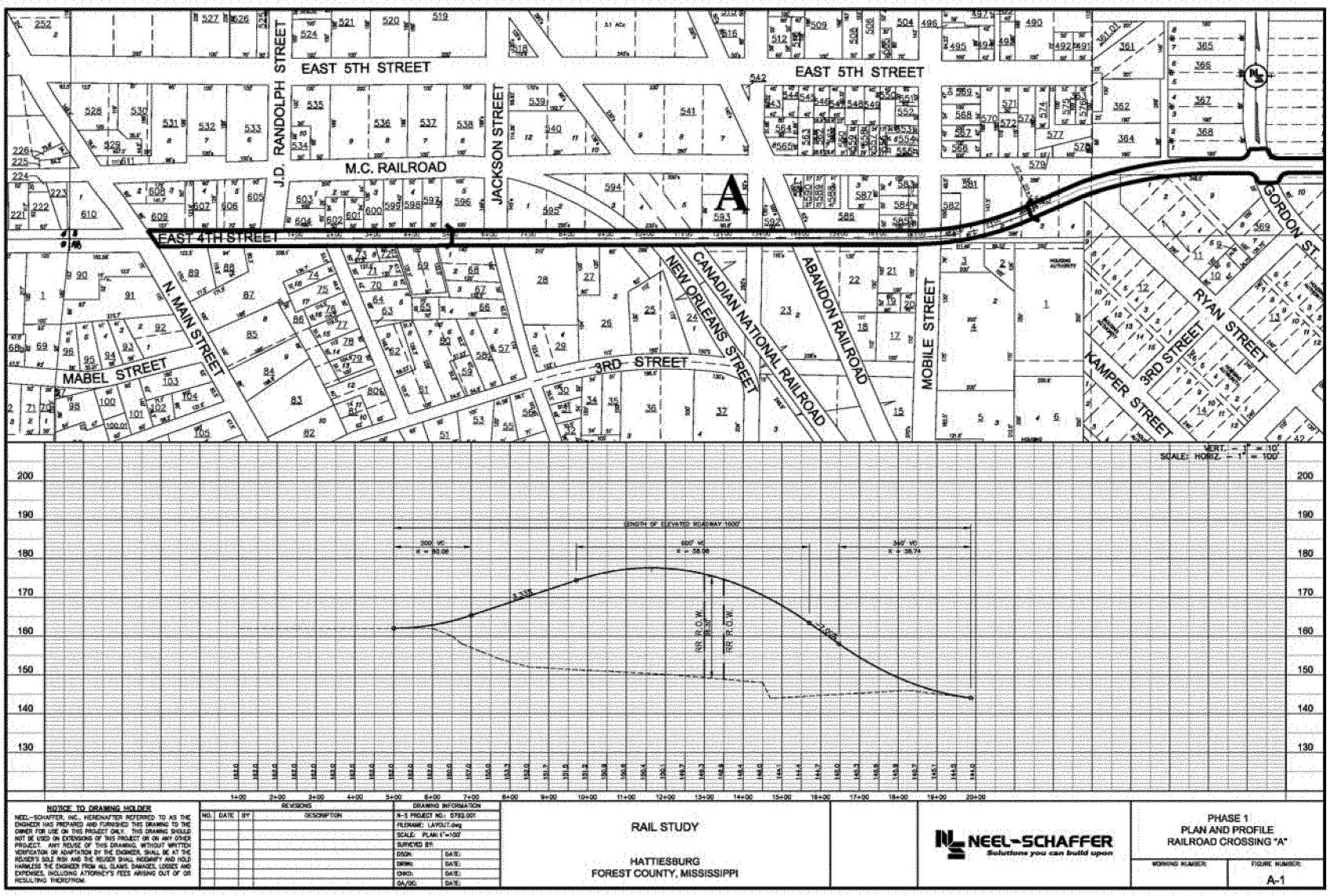
Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.0	Construct Main Track	158,400	LF	$320	$50,688,000
2.0	Construct Passing Tracks	21,120	LF	$175	$3,696,000
3.0	Construct Turnouts	6	ea	$90,000	$540,000
4.0	Construct Brides and Overpasses	4,000	LF	$4,762	$19,048,000
5.0	Construct Grade Crossings	24	ea	$160,750	$3,858,000
6.0	Acquire Right-of-Way	364	Ac	$12,000	$4,368,000
7.0	Grading		LS	$6,000,000	$6,000,000
				Subtotal	$88,198,000
				15% Engineering	$13,229,700
				45% Contingencies	$39,689,100
				Total	$141,116,800

Source: Wilbur Smith Associates

(1) Includes non-excessive grading and drainage

(2) Weighten coverage of concrete and steel structures

(3) One-half with active warning devices



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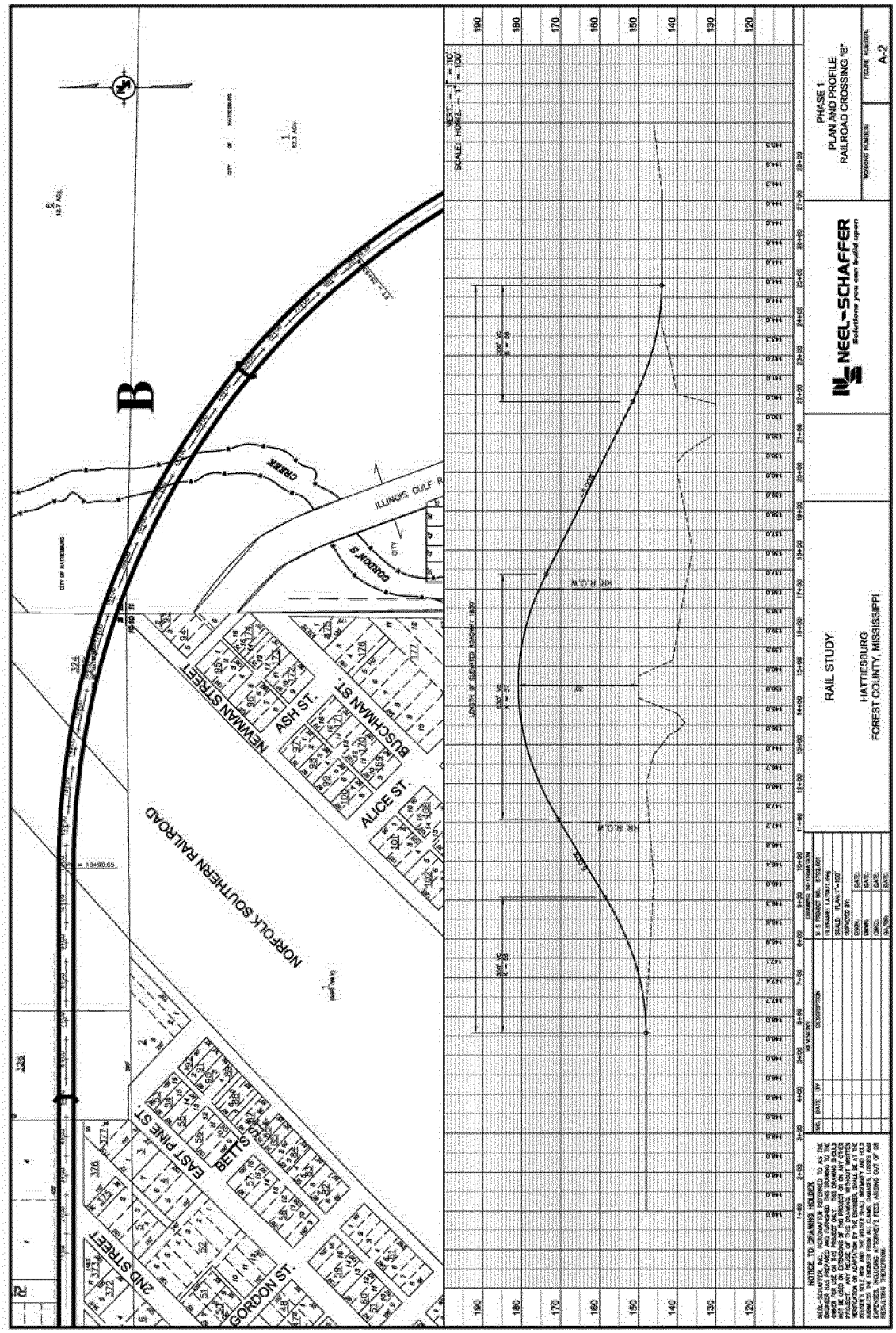
A-1



NORFOLK SOUTHERN RAILROAD
NEWMAN STREET
ASH ST.
BUSCHMAN ST.
ALICE ST.
EAST PINE ST.
BETTS ST.
2ND STREET
GORDON ST.
ILLINOIS GULF R
CREEK
GORDON'S
B
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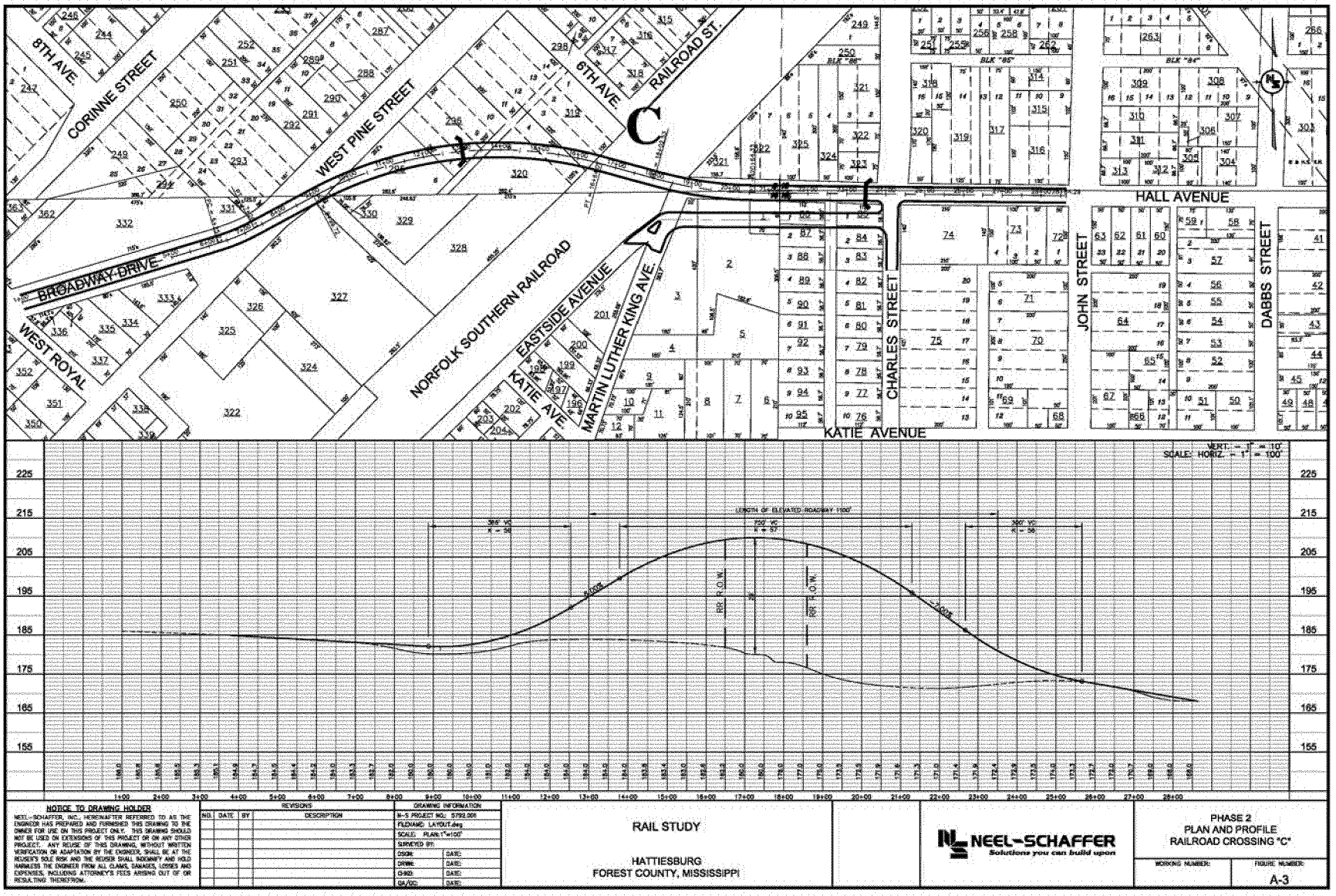
PHASE 1
PLAN AND PROFILE
RAILROAD CROSSING "B"
A-2

Table A - 4

Opinion of Probable Cost - Phase 1

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.0	Bridge #1 (Over Burketts Creek)	8,000	S.F.	$85.00	$680,000.00
2.0	Overpass "A" (Over Canadian National Railroad)	65,000	S.F.	$85.00	$5,525,000.00
3.0	Overpass "B" (Over NS RR & Gordon's Creek)	80,000	S.F.	$85.00	$6,800,000.00
4.0	Roadway Right-of-Way (Estimated)	1,000,000	S.F.	$2.00	$2,000,000.00
5.0	Roadway Section (James St. to Hall Avenue)	6,000	L.F.	$330.00	$1,980,000.00
6.0	Roadway Section (Hall Avenue to Overpass "B")	5,300	L.F.	$330.00	$1,749,000.00
7.0	Roadway Section (Between Overpass "A" and "B")	1,700	L.F.	$330.00	$561,000.00
8.0	Roadway Section (N. Main Street to Overpass "A")	800	L.F.	$330.00	$264,000.00
9.0	Traffic Signal (PHASE I - New Road at East Hardy)	1	L.S.	$120,000.00	$120,000.00
10.0	Traffic Signal (PHASE I - New Road at Bouie St.)	1	L.S.	$120,000.00	$120,000.00
				Subtotal	$19,799,000.00
				15% Eng./Const. Admin.	$2,969,850.00
				15% Contingencies	$2,969,850.00
				Total	$25,738,700.00

Source: Neel-Schaffer, Inc.



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PHASE 2
PLAN AND PROFILE
RAILROAD CROSSING "C"

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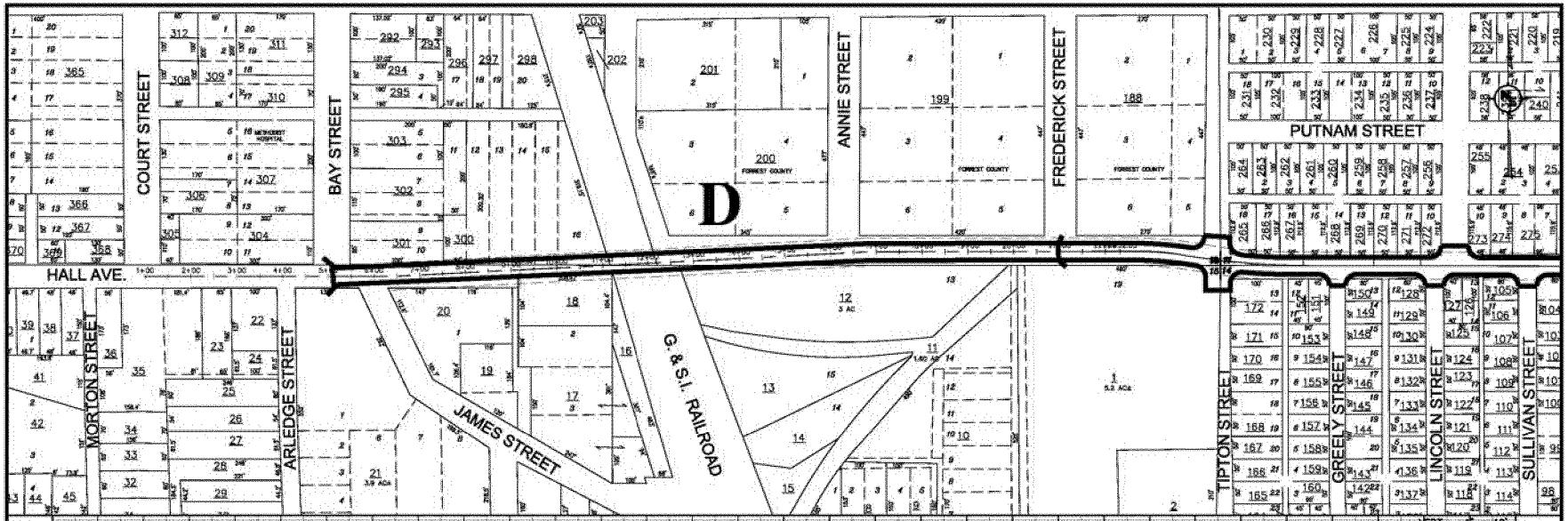
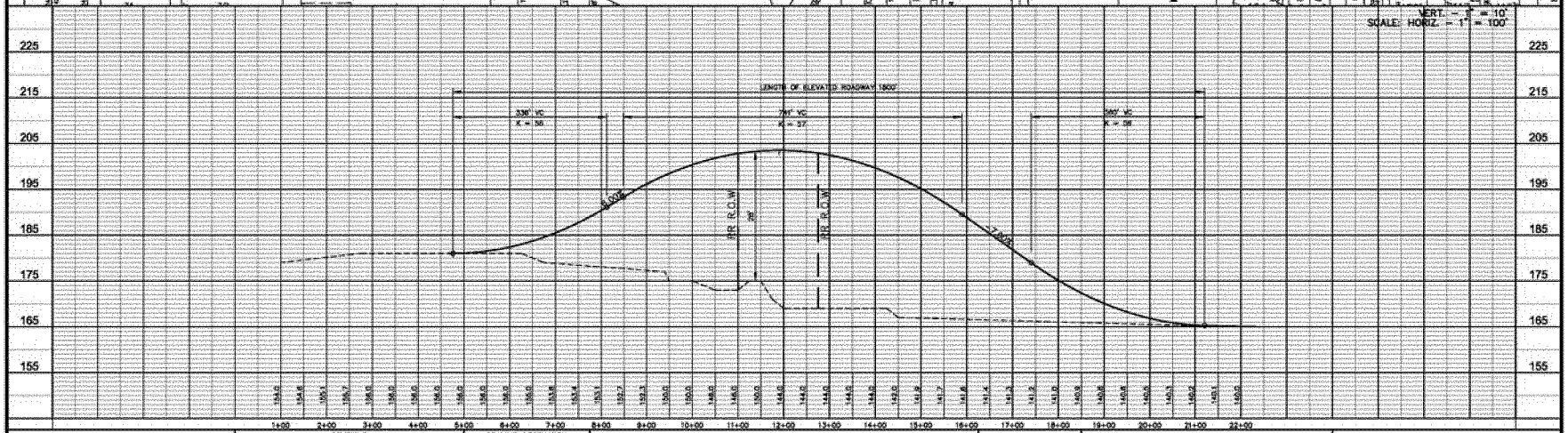
FIGURE NUMBER:
A-3





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PHASE 2
PLAN AND PROFILE
RAILROAD CROSSING "D"

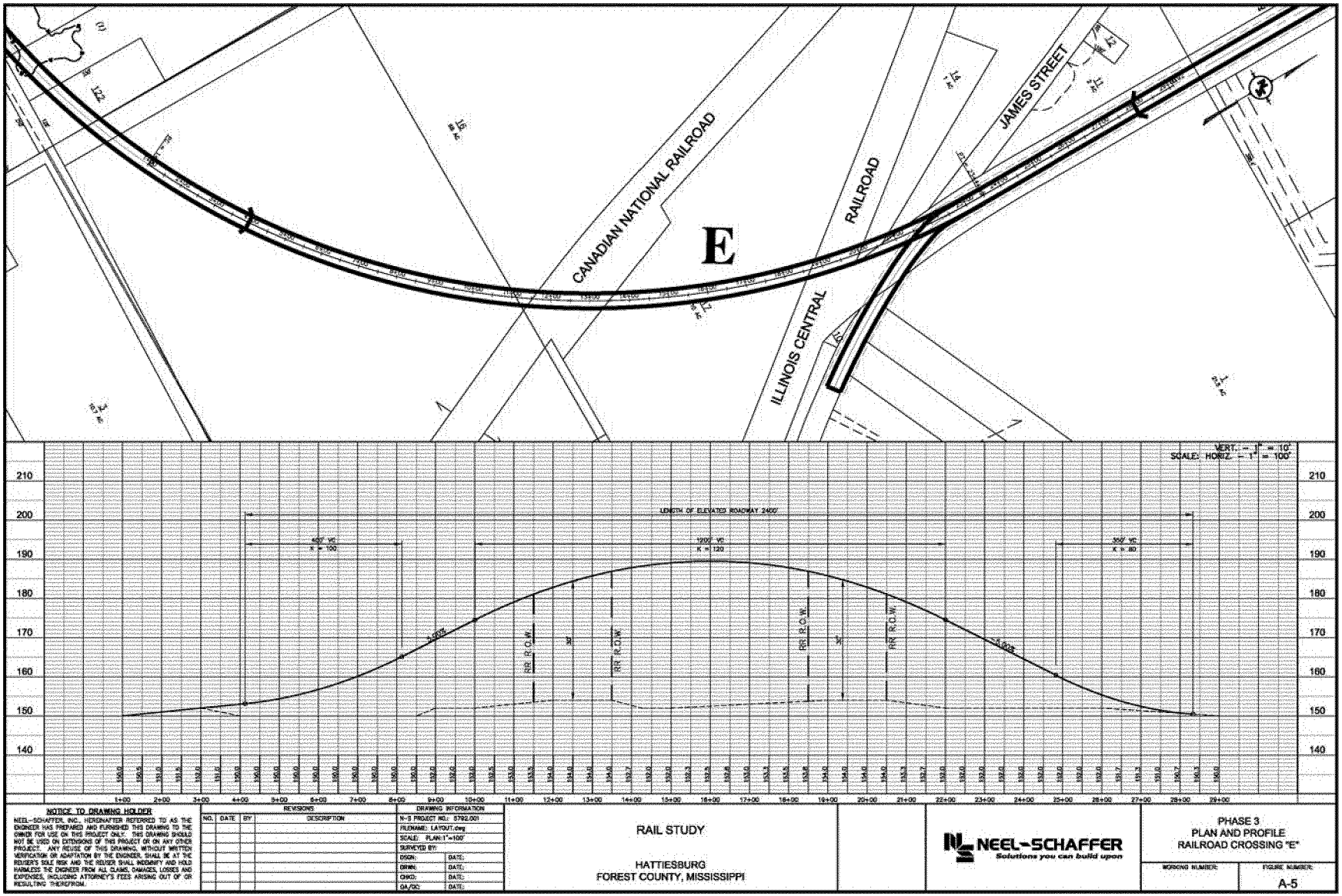
WORKING NUMBER:	FIGURE NUMBER:
	A-4

Table A - 5

Opinion of Probable Cost - Phase 2

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.0	Overpass "C" (Over Norfolk Southern Railroad)	68,000	S.F.	$85.00	$5,780,000.00
2.0	Overpass "D" (Over Canadian National Railroad)	72,000	S.F.	$85.00	$6,120,000.00
3.0	Roadway Section (Overpass "D" to East Hardy St.)	5,500	L.F.	$330.00	$1,815,000.00
4.0	Traffic Signal (Hall Avenue at Pine St.)	1	L.S.	$120,000.00	$120,000.00
5.0	Traffic Signal (Hall Avenue at PHASE I - New Road)	1	L.S.	$120,000.00	$120,000.00
6.0	Traffic Signal (PHASE II - New Road at East Hardy St.)	1	L.S.	$120,000.00	$120,000.00
				Subtotal	$14,075,000.00
				15% Engineering	$2,111,250.00
				15% Contingencies	$2,111,250.00
				Total	$18,297,500.00

Source: Neel-Schaffer, Inc.



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PHASE 3
PLAN AND PROFILE
RAILROAD CROSSING "E"

WORKING NUMBER:	FIGURE NUMBER:
	A-5

Table A - 6

Opinion of Probable Cost - Phase 3

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.0	Overpass "E" (Over Canadian National RR & Burketts Crk)	80,000	S.F.	$85.00	$6,800,000.00
2.0	Roadway Right-of-Way (Estimated)	500,000	S.F.	$2.00	$1,000,000.00
3.0	Roadway Section (James St. to East Hardy)	4,800	L.F.	$330.00	$1,584,000.00
				Subtotal	$9,384,000.00
				15% Engineering	$1,407,600.00
				15% Contingencies	$1,407,600.00
				Total	$12,199,200.00

Source: Neel-Schaffer, Inc.

Street Crossing Location	Type of Train	Total Train Delay to motorists at Time of Day	Number of Vehicles Normally Crossing at that time		Total Veh.-Min. Delay Per Day			Total Veh. Hrs. Delay/Day Times Twice a Day occu		
			Southbound	Northbound	Southbound	Northbound	Total Two-Way		Autos	Trucks
Market	Switching	15 Minutes Delay at 10 am	27	49	235	382	617	**20.57**	18.51	2.06
		15 Minutes Delay at 2 pm(Monday, Wednesday and Friday)	34	26	268	230	498	**16.60**	14.94	1.66
TOTAL FOR MARKET STREET			**61**	**75**	**503**	**612**	**1115**	**37.17**	33.45	3.72
Main Street	Switching	15 Minutes Delay at 10 am	73	69	585	570	1155	**38.50**	34.65	3.85
		15 Minutes Delay at 2 pm (Monday, Wednesday and Friday)	91	77	723	605	1328	**44.27**	39.84	4.43
TOTAL FOR MAIN STREET			**164**	**146**	**1308**	**1175**	**2483**	**82.77**	74.49	8.28
Ronie Street	switching	4 Minutes Delay at 10 am	1	2	3	6	9	**0.30**	0.27	0.03
		2 Minutes Delay at 2 pm (Monday, Wednesday and Friday)	1	1	2	2	4	**0.13**	0.12	0.01
TOTAL FOR RONIE STREET			**2**	**3**	**5**	**8**	**13**	**0.43**	0.39	0.04
Southen Avenue on NS	switching	3 Minutes Delay at 10 am	4	7	7	11	18	**0.60**	0.54	0.06
TOTAL FOR SOUTHERN AVENUE			**4**	**7**	**7**	**11**	**18**	**0.60**	0.54	0.06
James Street	Switching	5 Minutes Delay at 10 am	12	13	34	36	70	**2.33**	2.10	0.23
TOTAL FOR JAMES STREET			**12**	**13**	**34**	**36**	**70**	**2.33**	2.1	0.23
Manning Street on CNIC	Switching	5 Minutes Delay at 10 am	2	2	**8**	**8**	16	**0.53**	0.48	0.05
TOTAL FOR MANNING STREET			**2**	**2**	**8**	**8**	**16**	**0.53**	0.48	0.05
Southern Avenue (Rebecca) on CN/IC	switching	5 Minutes Delay at 10 am	2	4	8	13	21	**0.70**	0.63	0.07
TOTAL FOR SOUTHERN AVENUE (REBECCA)			**2**	**4**	**8**	**13**	**21**	**0.70**	0.63	0.07
Elizabeth St.	switching	5 Minutes Delay at 10 am	3	5	10	15	25	**0.83**	0.75	0.08
TOTAL FOR ELIZABETH STREET			**3**	**5**	**10**	**15**	**25**	**0.83**	0.75	0.083333
Laurel	switching	5 Minutes Delay at 10 am	3	5	10	15	25	**0.83**	0.75	0.08
		5 Minutes Delay at 2 pm (Monday, Wednesday, Friday)	3	2	10	8	18	**0.60**	0.54	0.06
TOTAL FOR LAUREL AVENUE			**6**	**7**	**20**	**23**	**43**	**1.43**	1.29	0.143333
Buschman Street	Switching	5 Minutes Delay at 10 am	3	4	10	13	23	**0.77**	0.69	0.08
		5 Minutes Delay at 2 pm (Monday, Wednesday and Friday)	3	2	10	8	18	**0.60**	0.54	0.06
TOTAL FOR BUSCHMAN STREET			**6**	**6**	**20**	**21**	**41**	**1.37**	1.23	0.14
Newman Street	switching	5 Minutes Delay at 10 am	3	5	10	15	25	**0.83**	0.75	0.08
		5 Minutes Delay at 2 pm (Monday, Wednesday and Friday)	4	3	13	10	23	**0.77**	0.69	0.08
TOTAL FOR NEWMAN STREET			**7**	**8**	**23**	**25**	**48**	**1.60**	1.44	0.16
Pine Street	Switching	5 Minutes Delay at 10 am	17	31	43	57	100	**3.33**	3.00	0.33
		4 Minutes Delay at 2 pm (Monday, Wednesday and Friday)	17	13	34	29	63	**2.10**	1.89	0.21
TOTAL FOR PINE STREET			**34**	**44**	**77**	**86**	**163**	**5.43**	4.89	0.54
Front Street	switching	5 Minutes Delay at 10 pm	3	5	**9**	**15**	**24**	**0.80**	0.72	0.08
		4 Minutes Delay at 2 pm(Monday, Wednesday and Friday)	2	2	**6**	**6**	**12**	**0.40**	0.36	0.04
TOTAL FOR FRONT STREET			**5**	**7**	**15**	**21**	**36**	**1.20**	1.08	0.12
2nd Street	switching	4 Minutes Delay at 10 am	1	2	3	6	9	**0.30**	0.27	0.03
		3 Minutes Delay at 2 pm (Monday, Wednesday and Friday)	1	1	2	2	4	**0.13**	0.12	0.01
TOTAL FOR 2nd STREET			**2**	**3**	**5**	**8**	**13**	**0.43**	0.39	0.043333
4th Street	switching	3 Minutes Delay at 10 am	2	3	5	6	11	**0.37**	0.33	0.04
TOTAL FOR 4th STREET			**2**	**3**	**5**	**6**	**11**	**0.37**	0.33	0.036667
5th Street	Switching	2 Minutes Delay at 10 am	1	2	2	3	5	**0.17**	0.15	0.02
TOTAL FOR 5th STREET			**1**	**2**	**2**	**3**	**5**	**0.17**	0.15	0.02
6th Street	switching	2 Minutes Delay at 10 am	1	2	2	3	5	**0.17**	0.15	0.02
TOTAL FOR 6th STREET			**1**	**2**	**2**	**3**	**5**	**0.17**	0.15	0.016667
7th Street	Switching	1 Minutes Delay at 10 am	1	1	1	1	2	**0.07**	0.06	0.01
TOTAL FOR 7th STREET			**1**	**1**	**1**	**1**	**2**	**0.07**	0.06	0.01
ADDED DELAY FOR MS CENTRAL CROSSINGS										
Alcorn Ave.		5 Minutes Delay at 10 a.m.	**1**	**2**	**3**	**6**	9	**0.30**	0.27	0.03
		3 Minutes Delay at 2 p.m.	**1**	**1**	**2**	**2**	4	**0.13**	0.12	0.01
Southern Avenue		5 Minutes Delay at 10 a.m.	**1**	**2**	**3**	**6**	9	**0.30**	0.27	0.03
		3 Minutes Delay at 2 p.m.	**1**	**1**	**2**	**2**	4	**0.13**	0.12	0.01
McInnis Avenue		5 Minutes Delay at 10 a.m.	**1**	**2**	**3**	**6**	9	**0.30**	0.27	0.03
		3 Minutes Delay at 2 p.m.	**1**	**1**	**2**	**2**	4	**0.13**	0.12	0.01
Jersey Street		5 Minutes Delay at 10 a.m.	**1**	**2**	**3**	**6**	9	**0.30**	0.27	0.03
		3 Minutes Delay at 2 p.m.	**1**	**1**	**2**	**2**	4	**0.13**	0.12	0.01
James Street near Roy Road		5 Minutes of Delay at 10 a.m.	**1**	**2**	**3**	**6**	9	**0.30**	0.27	0.03
		3 Minutes of Delay at 2 p.m.	**1**	**1**	**2**	**2**	4	**0.13**	0.12	0.01
E. Hardy Street		5 Minutes of Delay at 10 a.m.	**17**	**31**	**134**	**258**	392	**13.07**	11.76	1.31
		3 Minutes of Delay at 2 p.m.	**17**	**13**	**134**	**115**	249	**8.30**	7.47	0.83

Total Added Crossing Delay

Travel Time Assumptions:
Autos: $18.56X50%X1.194X1.50=$16.62
where 2000 time value X percent value X 2006 growth adjustment X occupancy factor

Trucks: $20.23X100%X1.194X1.05=$25.36
where 2000 time value X percent value X 2006 growth adjustment X occupancy factor

Value of Time per Auto
$ 16.62
Value of Time per Truck
$ 25.36

Operating Costs Assumptions:
Autos:$0.034X$2.50/GallonXMinutes/Day Change of DelayXDays per Year
Trucks:$0.203X$2.50/GallonXMinutes/Day Change of DelayXDays Per Year

TIME DELAY COSTS

Time Period	Total Time Delay Cost Per Day	Total Annual Delay Cost (2006)
Delay for morning peak at 7 days per week(300 Days per Year)	$ 1,259.57	$ 377,870.40
Delay for afternoon peak at 3 days per week(130 Days per Year)	$ 1,147.61	$ 149,188.83
Added Delay for MS Central Crossings (morning peak)	$ 254.83	$ 76,448.78
(afternoon peak)	$ 156.86	$ 20,392.17
TOTAL TIME SAVINGS DELAY COST (2006)		**$ 430,218.28**

OPERATING DELAY COSTS

Time Period		
Delay for Morning Peak at 7 days per week	916.2	$ 274,860.00
Delay for Afternoon peak at 3 days per week	834.76	$ 108,518.80
Added Delay for MS Central Crossings (morning peak)	185.3608333	$ 55,608.25
Added Delay for MS Central Crossings (afternoon peak)	114.1008333	$ 14,833.11
TOTAL OPERATING SAVINGS DELAY COST (2006)		**$ 312,937.44**

TOTAL SAVINGS IN DELAY COST (2006) **$ 743,155.72**

7th Street	Switching	1 Minutes Delay at 10 am	1	1	1	1	2	**0.07**	0.06	0.01
TOTAL FOR 7th STREET			**1**	**1**	**1**	**1**	**2**	**0.07**	0.06	0.01
ADDED DELAY FOR MS CENTRAL CROSSINGS										
Alcorn Ave.		5 Minutes Delay at 10 a.m.	**1**	**2**	**3**	**6**	9	**0.30**	0.27	0.03
		3 Minutes Delay at 2 p.m.	**1**	**1**	**2**	**2**	4	**0.13**	0.12	0.01
Southern Avenue		5 Minutes Delay at 10 a.m.	**1**	**2**	**3**	**6**	9	**0.30**	0.27	0.03
		3 Minutes Delay at 2 p.m.	**1**	**1**	**2**	**2**	4	**0.13**	0.12	0.01
McInnis Avenue		5 Minutes Delay at 10 a.m.	**1**	**2**	**3**	**6**	9	**0.30**	0.27	0.03
		3 Minutes Delay at 2 p.m.	**1**	**1**	**2**	**2**	4	**0.13**	0.12	0.01
Jersey Street		5 Minutes Delay at 10 a.m.	**1**	**2**	**3**	**6**	9	**0.30**	0.27	0.03
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James Street near Roy Road		5 Minutes of Delay at 10 a.m.	**1**	**2**	**3**	**6**	9	**0.30**	0.27	0.03
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MASTER PLAN

Phase II

09.10.2013

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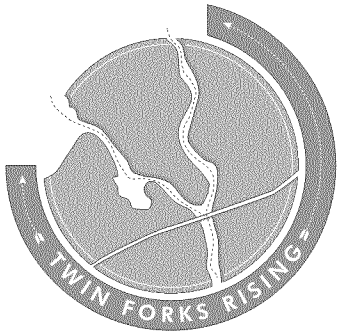


Executive Summary

In early 2013, the City of Hattiesburg made an important decision; it authorized the development of a future land use plan for Twin Forks Rising (TFR). This plan will provide the foundation for community-founded and meaningful improvements in Ward 2.

The plan is a result of a nine-month collaboration with community leaders, elected and appointed officials, and citizens of TFR. The planning team led a series of meetings of the working group, a committee of citizens who provided invaluable context, content and input as only the residents of TFR can. The working group developed this plan.

In addition to the working group, two townhall meetings were held, during which the general public was invited to listen, participate, and assist in the development of the plan. More than 300 people participated in the town hall meetings.

After listening to the aspirations and desires of residents and coming to grips with the challenges that face TFR, the planning team developed a series of future land use options. A consensus was achieved and the preferred plan was agreed to by both the working group and the general public.

The preferred plan is purposefully ambitious, creating a series of water features to address both the real and the perceived threat of flooding in TFR. These features, based on the Dutch philosophy of embracing flood waters, incorporate two important redevelopment catalysts: 1) to serve as a basis of flood zone revisions and 2) to provide redevelopment opportunities based on a public amenity.

Another important element of the plan is that it provides options for improved and enhanced transportation and livability on an east and west basis in TFR. Chain Park is a great asset for TFR but getting to it, except by car, is not easy or safe. The plan calls for the City to continue to implement the Complete Streets Policy on east-west arteries so that residents will have appropriate access to Chain Park, potentially one of TFR's greatest amenities.

Yet another important element of the plan is to embrace William Carey University (WCU), located in the southern portion of TFR. WCU is a growing institution and one that can act as a serious investor and economic engine. The plan calls for educational enterprise zones around the university to encourage organic growth in TFR and expansion of WCU.

The TFR plan calls also for the redevelopment of the quality of life within TFR. A key feature of the plan is the creation of a community development corporation (CDC) to guide future growth and finance its vision. The CDC invests in the community first, and then reinvests dollars earned on subsequent projects in the district. This reinvestment provides continuous return, creating a loop of prosperity.

Lastly and perhaps most importantly, the plan calls for the development of human capital. Peo-

ple, not places, are the future of TFR. People live, work, and raise families here. People must be the ultimate foundation, because their actions to invest, move, live, and work will make or break the future of TFR. They must have the skills and opportunities for meaningful jobs as redevelopment and new investment occurs. The CDC, through both financial incentives and lending decisions, can help provide the needed opportunities.

The people of Twin Forks Rising can be proud of its past. The challenge is to make the most of TFR's assets and to implement this ambitious plan for its future. TFR will realize its potential as a great community through the persistence and the efforts of its people.

Chapter One

Introduction

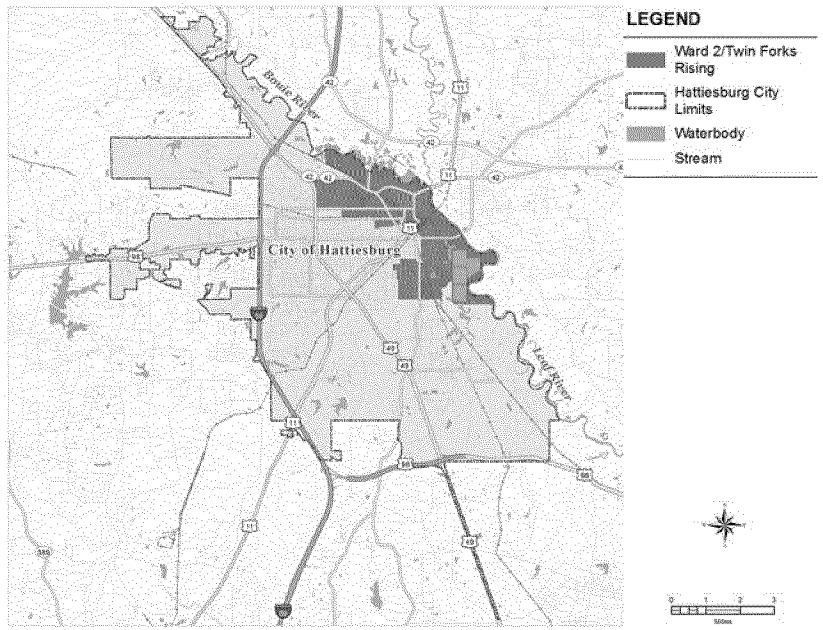
The City of Hattiesburg has a rich, diverse, and proud history. As the City has prospered over time it has grown into a series of wards. Ward 2, also known as Twin Forks due to the fork created by the meeting of the Bouie and Leaf Rivers, encompasses approximately 4,220 acres and 8,352 people.

This project, known as Twin Forks Rising (TFR), is an effort to map out a prosperous future, one that creates opportunity for all and provides a blueprint for positive change for Ward 2. In general terms, the limits of the study mimic the current political lines of Ward 2.

The City retained the services of an outside planning team to assist in the development of the TFR plan. The team is led by Thompson Engineering, partnered with Billes Partners. This professional team led the process, and with significant input from residents and stakeholders helped to formulate strategies and preferences.

In addition to pure planning the project also includes an analysis of infrastructure in Ward 2; this companion effort is to merge the future plan with infrastructure upgrades for efficient implementation of the plan. Furthermore, the infrastructure components are broken down into segments including construction cost estimates. This level of detail will make it easier for the City to budget for infrastructure projects each year that implement the plan and make the future vision a reality.

Location Map



Chapter Two

Planning Process

Planning for the future is as much art as it is science. For any planning project to be embraced by the public and local leaders the process must be public, participatory, and transparent. This philosophy was applied to the TFR Master Plan.

The process started with the appointment of a 13 member working group. This group would act as a community resource to identify issues, solidify goals and objectives, provide input on draft plans and ultimately vote to endorse the preferred plan.

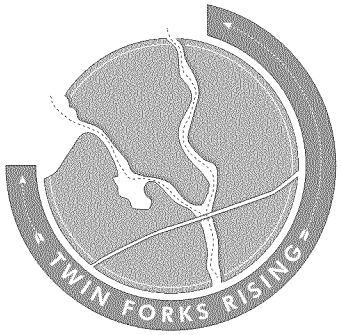
The planning team first undertook a listening phase. This portion of the project included understanding the history of Ward 2, how it got to where it is, and a photographic survey of the Ward. The pictures were divided into "likes", "dislikes", and "unsure." This process broke through communication barriers and served to start conversation on both positives and negatives of Ward 2.

The overall planning process with the working group was punctuated by strategic Town Hall meetings. The Town Hall meetings were held at the Depot in an effort to garner participation and provide a forum for citizens of Ward 2 to offer input, critiques, and comments, and ultimately to choose the preferred plan. The first Town Hall meeting on March 5, 2013 gathered approximately 180 people. The second Town Hall meeting on June 13, 2013 had approximately 80 attendees.

The planning process required the team to develop three future land use alternatives for consideration. The team defined these options as easy, moderate and ambitious (see Appendix B). The three options were presented to members of the working group who provided feedback that guided the preferred plan. The preferred plan presented later in this document takes the best aspects of the moderate and ambitious alternatives and blends them together.



Ultimately, the planning process concludes with the "formal" adoption of the plan by the City Council. Once adoption takes place, the effort shifts to implementation; the portion of the plan that is the most difficult, yet yields the greatest rewards. This plan focuses on the importance of implementation by spelling out achievable, manageable projects.



Chapter Three

Goals and Strategies

Chapter 3. Goals and Strategies

Goals are general statements that describe how community residents want Twin Forks Rising to evolve in the future. Strategies are statements describing the steps needed to achieve these goals.
As discussed in the previous chapter, the goals and strategies for Twin Forks Rising were developed in the Phase I stage of the master planning process. In Phase II, these statements were further validated through the results of a voting exercise at the first Town Hall meeting and discussions with the working group. (See Appendix A.)

Goal 1: Devise flood control strategies that would encourage growth and ensure a safe and stable community

- Improve the city's flood mitigation system to minimize risk to the community
- Educate residents on current floodplain regulations and provide assistance for compliance activities
- Provide better maintenance of existing storm sewer network
- Encourage site surface treatment and drainage designs that allow storm water infiltration versus storm water runoff

Goal 2: Upgrade Infrastructure

- Invest in water and sewer services, storm sewers, curbs and gutters, streets, sidewalks and bikeways and streetlights.

Goal 3: Promote development in Twin Forks Rising to improve the quality of life of residents and attract new residents

- Revise the City's Land Development Code to align with Twin Forks Rising Master Plan
- Form a community development corporation to lead the master plan implementation activities and be the focal point for information and assistance for residents, developers and interested parties
- Conduct a marketing drive and develop incentive packages to attract new investment and residents
- Monitor development in Twin Fork Rising to ensure compliance with the Master Plan
- Encourage new small scale enterprises and support the growth of existing local businesses to increase economic development opportunities
- Promote light industrial activities in designated areas to increase job opportunities

Goal 4: Improve housing conditions and opportunities for existing and new residents

- Work with enforcement agencies to report violations and enforce building standards to remove and replace substandard housing
- Assist home improvement efforts by establishing need-based home improvement funds, and

working with local banks and credit unions to increase the availability of low or no interest loans for home repairs, renovations and additions

- Develop affordable housing guidelines for new construction and encourage diversity in housing types relative to age of occupant, household size and price point
- Increase density around commercial and transportation hubs and areas of historic significance

Goal 5: Provide community support and services to increase job opportunities and further enhance residents' quality of life.

- Provide family services such as parenting skills classes, childcare and after school and summer programs
- Offer adult education programs dealing with increasing job skills, GED training, money management classes, homeownership workshops and healthy cooking classes
- Promote neighborhood associations, foster social networking in neighborhoods and promote affiliation between organizations
- Provide community space for recreation and meetings
- Promote healthy lifestyles through increasing the availability of fresh foods, providing healthy cooking classes and promoting physical exercise for adults and children
- Invest in parks and recreation facilities, community centers, public spaces and walking trails

Goal 6: Promote safety and security of residents in neighborhoods

- Remove dilapidated and vacant structures promptly to discourage use by criminal elements
- Upgrade streetscapes with sidewalks and streetlights to encourage more pedestrian activity and eyes on the street
- Increase police presence
- Promote Neighborhood Watch initiatives
- Utilize neighborhood associations for communicating news, events, concerns and announcements
- Design and implement children's playgrounds that are safe
- Provide adequate separation from railroad tracks and reduce on-grade crossing points.

Goal 7: Encourage sustainable (green) design and lifestyles to reduce maintenance costs and promote a healthy environment

- Provide opportunities to live, work and play within Ward 2
- Promote sustainable design and construction methods, especially in the area of efficient energy consumption to achieve low utility bills
- Reuse instead of rebuild where possible
- Provide better public transportation and enhance the use of existing services by increasing housing density around stops and nodes
- Promote community gardens

Chapter Four

Character of Ward 2: Physical, Social and Economic

4.1 Development History and Historic Resources

History

The area encompassed by the Twin Forks Rising district, also known as Ward 2 of the City of Hattiesburg, includes a variety of neighborhoods and commercial areas that represent broad and diverse patterns of development in the Hub City. The midpoint of the district is represented by East Hardy Street, which radiates from the eastern and western boundaries of the Central Business District. The area directly north of East Hardy Street consists of sparse neighborhoods that now exist in flood-prone areas. Farther north, along the northern boundary of the district, is Highway 42, a major east/west corridor that provides access to the north terminus of Mobile Street. Mobile Street is a north/south corridor originally home to a thriving African-American commercial district, as well as a mix of residential properties. Similarly, Bouie Street represents a north/south corridor that is more industrial in nature but historically had a modest number of residences. Both Mobile Street and Bouie Street connect to the northeast quadrant of the Central Business District.

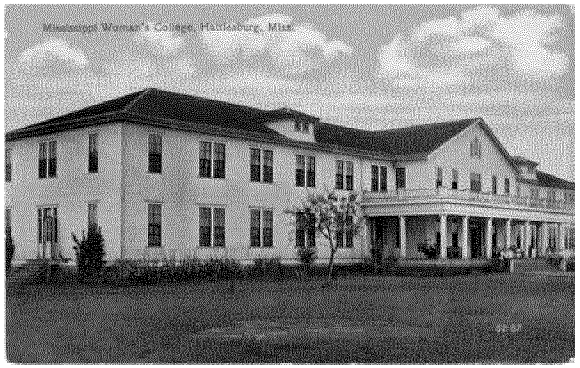


African-American-owned Drug Store on Mobile Street, c1950

The earliest pockets of development within the TFR District are in close proximity to the Central Business District, which is now listed on the National Register of Historic Places. Hattiesburg's railroad and timber industry spurred aggressive development during the late eighteenth and early nineteenth centuries. As commerce and industry grew, so did the need for additional neighborhoods. The areas directly north and south of the downtown represent the neighborhoods with the highest density of residences, due to their proximity to the downtown and other commercial corridors.

William Carey University, founded in 1911 as Mississippi Woman's College, also drew more development to the south, especially along Edwards Street, James Street, and Dabbs Street.

The north portion of the TFR District contains a primarily residential section of North Main Street as well as a group of neighborhoods that developed around the Hercules Refinery, a major industry that employed nearly 1,000 workers at its peak. The northwest portion of the District was developed



An early postcard view of Mississippi Woman's College (known today as William Carey University)

primarily post-World War II as traditional neighborhoods gave way to suburbs. Grace Christian School was constructed on West 7th Street to serve pupils in this area of town, which lies due east of U.S. Hwy. 49 and due north of West 4th Street.

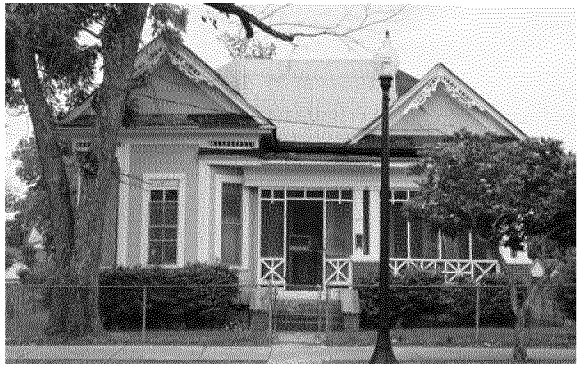
Architectural Assessment

The buildings in the district vary widely, due to the broad patterns of development. In the core of the district, one will find primarily residential structures, small- to modest-sized, single-family units. The commercial buildings are a mixture of traditional row-style buildings with facades at the sidewalk line, and smaller, stand-alone buildings constructed mostly of sheet metal or brick. The exception is a handful of businesses that operate from buildings that were originally constructed as single-family residential buildings.

The prominent architectural style in the residential areas can be best described as "Minimal Traditional." There are also examples of the Craftsman Style as well as some Folk Victorian influences. Along North Main Street, several two-story residences exhibit high style architecture, such as Neoclassical Revival and Queen Anne. The post-WWII neighborhoods in the northwest area of the district are a mixture of Minimal Traditional cottages, Ranch Style houses, and modern vernacular designs. The commercial buildings in this area are sparse and tend to be stand-alone, one-story brick or sheet metal structures.

There are also a number of church buildings in the district, most of which exhibit Gothic or Neoclassical influences. The schools in the district also represent a variety of styles, due to their varying construction dates. The old Hattiesburg High School, on North Main Street, is one of the only examples of Jacobethan Revival in the state. Jefferson Davis School on West 7th Street is a good example of Spanish Eclectic architecture. The E. 6th Street U.S.O. building, now known as the African-American Military History Museum, is a vernacular designed building that holds a particular significance, not just for Hattiesburg but also on a nationwide level. It is the only African-American U.S.O. building remaining in the United States.

Overall, there is a moderately high level of architectural and historic integrity throughout the Twin Forks Rising District. The district contains many important resources that not only tell the story of the Hub City's growth and development over 120 years, but also serve to retain Hattiesburg's unique architectural and cultural identity. The most evident preservation need is in housing maintenance



Residence at 634 Mobile St.

and rehabilitation. Also, following the damage inflicted by the tornado of February 10, 2013, a thorough evaluation of commercial districts and a plan for their preservation would be prudent.

Historic Districts, Requirements and Incentives

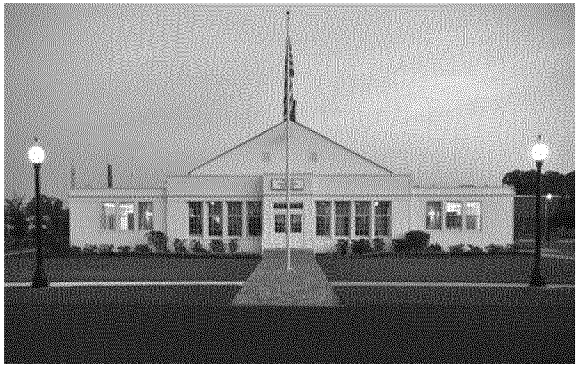
Twin Forks Rising contains portions of three locally-designated historic districts, referred to as "conservation districts": North Main Street Historic District, the Newman-Buschman Historic District and the Hattiesburg Historic District. It also includes portions of the Hub City Historic District, Hattiesburg Historic Neighborhood District, and the North Main Historic District, all listed on the National Register of Historic Places.

All building owners holding real property within the boundaries of a designated conservation district are subject to the following requirements:

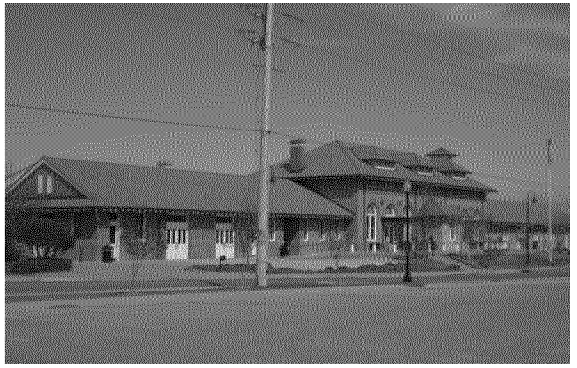
- Obtain a Letter of Compliance from the City of Hattiesburg Historic Preservation Planning Office if the proposed work is routine in nature



Residence at 215 Mobile St.



E. 6th Street U.S.O. Building (now known as the African-American Military History Museum)



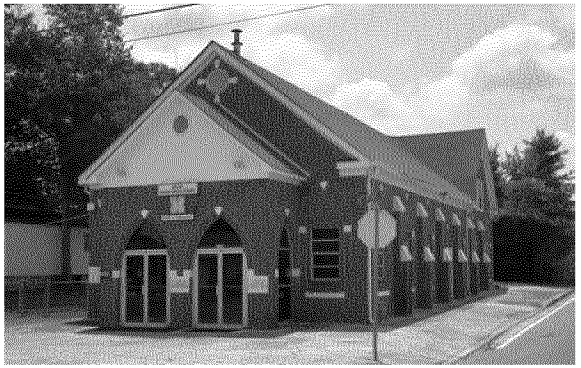
Recently Restored Hattiesburg Depot, built in 1910 in the Italian Renaissance style

and involves repair without change in design, form, materials and color. This process does not require a public hearing.

- Obtain a Certificate of Appropriateness from the City of Hattiesburg Historic Preservation Planning Office if the proposed work involves making any exterior alterations to any building features or site elements, including removal of trees over 6" in diameter.

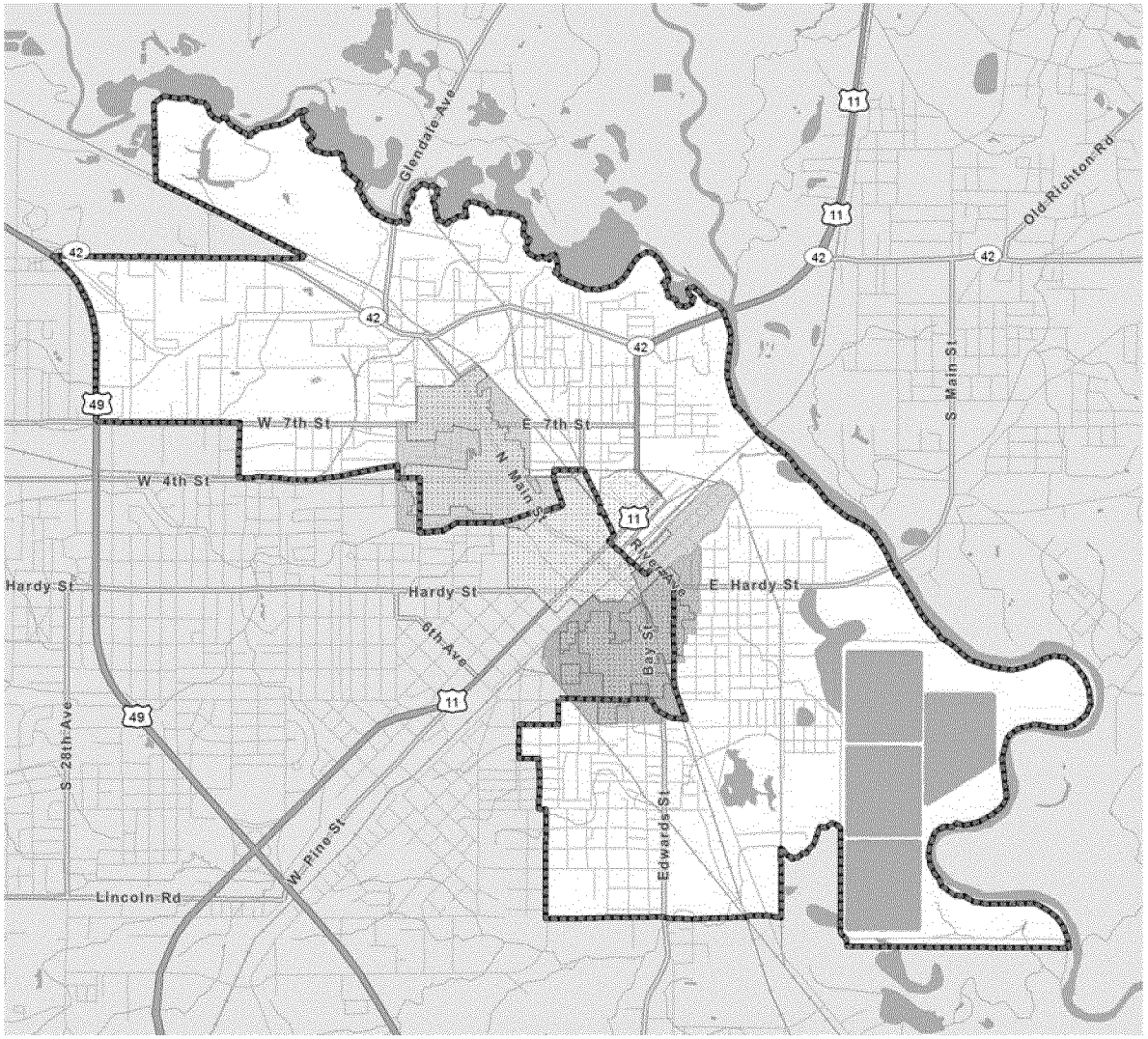
The City of Hattiesburg, through City ordinance (Ord. 2193), has created the Hattiesburg Historic Conservation Commission (HHCC) to oversee the "conservation districts." The HHCC is a 9-member board of citizen volunteers who are appointed by the Mayor, with approval of the City Council, to guide the historic preservation process. The Commission meets monthly on the second Wednesday to review applications for Certificates of Appropriateness. The review process is guided by the Historic Conservation Ordinance and the Hattiesburg Design Guidelines Manual, based on the U.S. Department of the Interior Standards for Rehabilitation for Historic Preservation Projects. However, the HHCC does not maintain review over the National Register Districts within the City.

Properties listed on the National Register, either individually or as contributing elements of a district, do not have the level of review and oversight found in local historic districts. However, under certain circumstances, such as federally-funded projects, these properties will undergo review through Sec. 106 of the National Preservation Act. National Register-listed properties are also eligible for federal and state tax incentives if the owners wish to offset the cost of building rehabilitation in a manner that maintains the historic integrity of the property. While federal tax credits apply to structures used for business only, state tax credits are available for both business and residential properties. These incentives may total up to 45% of the total cost of construction. The proposed scope of work has to be approved by National Park Service and the Historic Preservation Division of the Mississippi Department of Archives and History.



Church at 601 Pine St.

Historic Districts



LEGEND

National Register Historic Districts (NRD)

- Hattiesburg NRD
- Hub City NRD
- North Main NRD

Local Historic Districts (HD)

- Hattiesburg HD
- Newman-Buschman HD
- North Main HD
- Ward 2
- Waterbody
- Stream

N W E S

0 2,000 4,000

Feet

4.2 Population and Economy

The TFR population is currently estimated to be 8,352 (City of Hattiesburg GIS Department, 2013). This population is less than it could be for a variety of reasons. For examples the 2010 US Census Block information for TFR indicates there are 740 vacant housing units. This means that the population of TFR could increase by 1,480 people just by occupying the current vacant units. This would bring the population total to 9,832, which does not include vacant lots now owned by the City or in private ownership. While no trustworthy dataset could be found to support an ultimate population including vacant lots, it is well within reason to expect that a fully occupied and utilized TFR district could easily accommodate a total population in excess of 11,000 people.

A growing or stable population is important for TFR. It is important because it contributes to the sense of place and vitality and because it represents prosperity and opportunity. It is also important because it contributes to the basic elements of TFR - successful and vibrant neighborhoods that are safe and pleasant places to live.

The decline in population in TFR over time has resulted in serious challenges. This plan is a tool to reinvigorate TFR and attract new people and new investment. In large part this planning document and its subsequent implementation is about repopulating TFR. It is about a return to prosperity and vitality.

Economy

The economic conditions of TFR can be characterized as challenging. The per capita income in TFR is $10,770, 40% below the City of Hattiesburg figure of $18,361.

The existing commercial community in TFR generally can be considered light industrial. Industrial supply, contractors and similar types of businesses are predominant.

There are numerous locally owned retail outlets, but there is a notable lack of professional services, national retail and grocery outlets. Additional information can be found in Phase 1 of the TFR Master Plan.

The current economic conditions in TFR are derived from two primary categories:

1. Employment
2. Property values

Creating meaningful employment opportunities for the residents of TFR is a critical piece of the future puzzle. Currently, unemployment of TFR is approximately 77%, roughly 650 people. This is a high number and can be attributed to many factors. The main point, however, is that employment must be addressed for the future of TFR. Employment opportunities can be the result of outside investments but can also be organically grown from within TFR. While it is clear that many residents would prefer the organically grown approach, outside investment is welcomed.

Property values in TFR are also a significant issue. Low property values are a reflection of the existing housing stock and desirability of the district. Depressed property values reinforce a broader perception of TFR as an undesirable place for investment. Property values are based on many factors, including physical characteristics, location, appearance, maintenance and supply and demand. In order to increase property values, the equation must be changed. By taking one piece of the value proposition and redeveloping it for the better, the values can change. Fundamentally, people and entrepreneurs must perceive TFR as a desirable place. That will require marketing and advertising, in addition to physical changes to property and infrastructure. TFR must position itself to compete for business dollars.

Chapter Five

The Natural Environment

5.1 Floodplains and Waterways

The City of Hattiesburg has two rivers, the Bouie and Leaf, that form its northern and eastern city limits. These two rivers also form the boundaries of Twin Forks Rising, i.e. Ward 2. In fact, the name Twin Forks Rising (TFR) derives from the historic name of the first settlement of the City of Hattiesburg at the confluence of the two rivers. These rivers are very scenic and serve as a popular recreational destination. They also serve as part of the discharge system for the city's wastewater treatment system.

In addition to these two major water bodies, TFR is traversed by numerous creeks, such as Burketts Creek, Gordon's Creek and Greens Creek. The creeks are currently mainly used as part of the storm water drainage system for the area. Some have been partially covered while others are open with hard-surface bank stabilization structures installed.

The major risk presented by these water bodies is flooding. The main flood hazard in Hattiesburg comes primarily from The Leaf River and its tributary creeks, i.e:, Gordon and Burkett, which are within the Pascagoula River Basin. Floods in Hattiesburg are of relatively short duration. After an intense rainfall floodwaters can rise at a rate of two to three feet per hour and reach maximum stage in two hours or less. Floodwaters in some areas of the city can attain substantial velocities. The last flood involving major river flooding with a river stage of 29.19 ft., and more than 32 million dollars in damage occured on April 6, 1983.

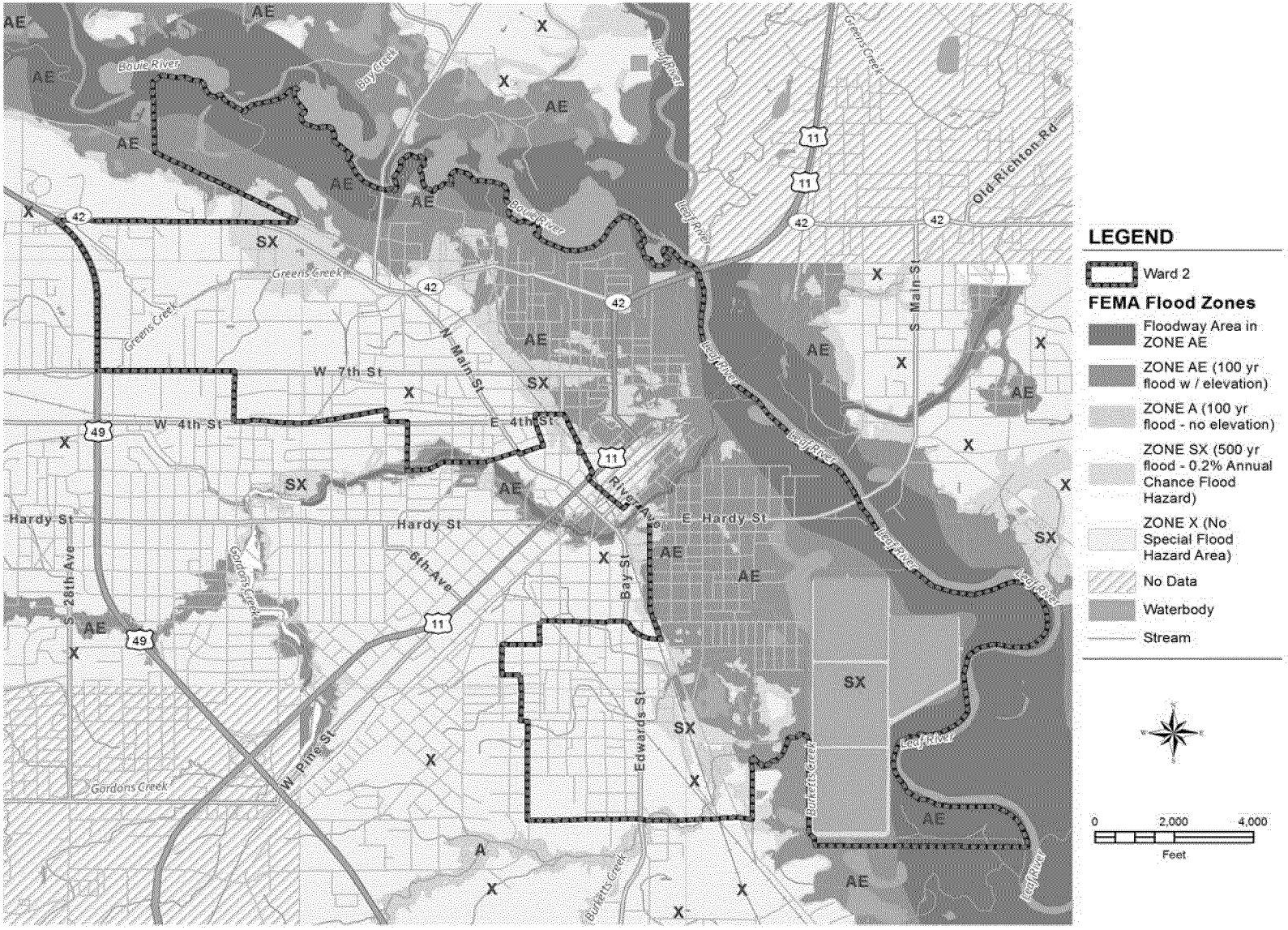
The Federal Emergency Management Agency's (FEMA) flood zone map shows 31.3% of the area of Twin Forks Rising as a high risk area (AE Zone). The zone is defined as an area that will be inundated by the flood event having a 1% chance of being equaled or exceeded in any given year. The 1% annual chance flood is also referred to as the base flood or 100-year flood. The National Flood Insurance Program mandates flood insurance for buildings located in this zone. New structures or existing structures with cumulative substantial improvement plans must be elevated above the designated base flood elevation.



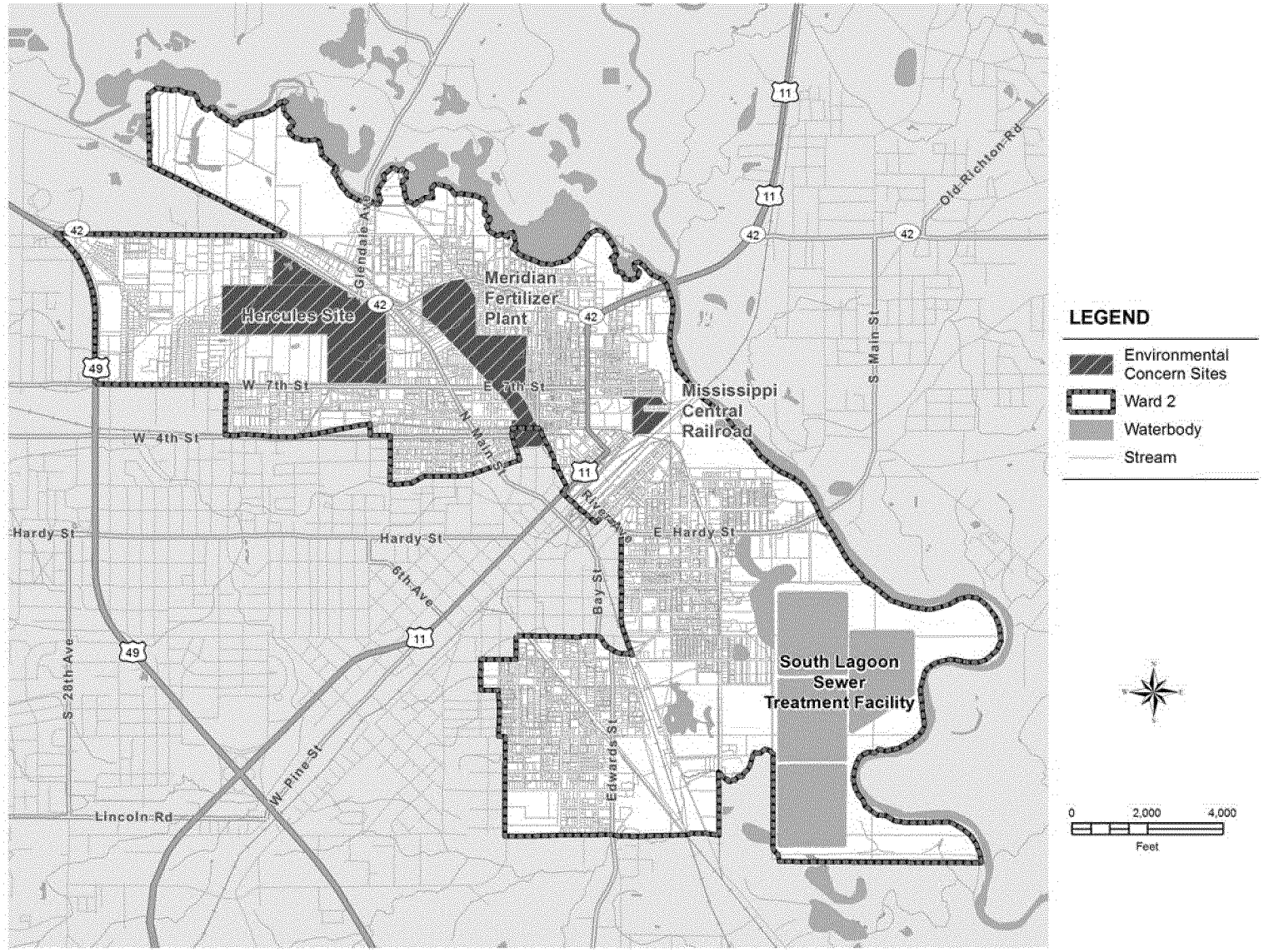
Boat Access to Leaf River at Old Highway 42 Bridge

Of the total Ward 2 area, 14.8% is designated as a floodway area with even higher restrictions on de-

FEMA Flood Zones



Areas of Environmental Concern



velopment. A floodway is defined as the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Communities must regulate development in these floodways to ensure that there are no increases in upstream flood elevations.

5.2 Brownfields and Environmental Issues

Brownfields

The Comprehensive Plan 2008-2028 of the City of Hattiesburg identifies two brownfield sites in TFR: the Mississippi Central Railroad site and the former Meridian Fertilizer Plant site. Since the publishing of the Comprehensive Plan, an additional brownfield site has been identified: the Hercules Inc. site. The current status of these sites is as follows:

Mississippi Central Railroad Site - Listed as Illinois Central Railroad – Hattiesburg on the Mississippi Department of Environmental Quality (MDEQ) Brownfields List as an active site. However, according to MDEQ, the assessment of this site was only initiated due to its proximity to the Shemper and Sons Site and no contamination was discovered during the assessment. A Letter of No Further Action has not been requested by the City of Hattiesburg or the property owner. According to the Comprehensive Plan 2008-2028 of the City of Hattiesburg, this site is proposed to be a passive recreational site adjacent to Chain Park.

Former Forrest County Co-op and Meridian Fertilizer Plant - This team was not able to get updated information on this site. According to the Comprehensive Plan 2008-2028 of the City of Hattiesburg, MDEQ had finished Phase 1 of its investigations and was planning to move into Phase 2 which would have involved drilling soil samples for testing purposes.

Hercules Inc. Site - This site has been issued a Restricted Use Order Agreement (RUOA) by MDEQ. The primary contaminant listed is Carbon Tetrachloride. According to MDEQ, this site is under an Environmental Protection Agency order for additional assessment and remediation.

Environmental Issues

TFR is currently the home of the South Lagoon Wastewater Treatment Facility. An open air facility, the site totals approximately 400 acres. It is made of 4 cells that are approximately 90 acres each. The facility in conjunction with the 18 acre North Lagoon (located outside TFR) handle the total wastewater output of the city. Located adjacent to the Leaf River, the facility treats and discharges wastewater into the river. There are also concerns regarding the pollution of the river by facilities such as USA Yeast that discharge wastewater into the lagoon. The area is a source of heavy disagreeable odors that affect a large portion of southern and eastern TFR.

In order to meet current MDEQ standards on the type and level of contaminants released into the river, the City of Hattiesburg has had to make decisions on how to overhaul its treatment system. The City is currently moving forward with a combination of land application and mechanical method of wastewater disposal that would allow it to meet the requirements. The land application will be implemented on properties located in Forrest and Lamar Counties with a combined acreage of approximately 1,100 acres. The project also involves diverting non-household wastewater to a mechanical system on one of the land application properties. Wastewater from Marshall Durbin, the yeast plant and other similar commercial entities will be directed to the sites located outside of the City. Removing this waste stream from facilities located in TFR will remove the noxious odors and issues associated with them.

The existing site will be re-purposed to be utilized for wastewater treatment, but the intensity and the nature of the operation will be significantly altered. The operations will include using the existing cells for pre-treatment of wastewater prior to land application and for storage of treated effluent. Additionally, the City is actively exploring alternative ways to remove the sludge from the treatment process, which not only incurs expense for the City but also contributes to smell issues.

In summary the changes coming regarding wastewater treatment in Hattiesburg should mitigate some of the negatives of having the existing lagoon system in TFR. The lagoon will remain as part of the wastewater treatment process, but its primary role will be diminished.

Chapter Six

Analysis of Barriers to Investment

Twin Forks Rising (TFR) has historically been a predominantly African-American portion of the City of Hattiesburg and for many many years was a vibrant and thriving district. Home to families, businesses, professional and social services in the past, TFR has significantly changed and now only resembles a vestige of its former self.

Early in the planning process it became clear that TFR sorely needs investment in businesses and opportunities in structures, and infrastructures and especially in its people. While the City and the State can have an impact on the public realm, much of what needs to take place must come from the private sector.

Investment decisions are largely based on perception:

- Is the neighborhood well kept, is it attractive?
- Do I have a preconceived opinion based on what I heard?
- Is this a good place to live, is the future bright?
- Can a person or business get financing for a project in TFR?

For answers to these questions, the planning team interviewed the presidents of several local banks. While the name of the institutions and interviewees will be kept in confidence, their responses were insightful and provided a great deal of support to the direction of the TFR Master Plan.

Two common themes resulted from the interviews:

1. Increase home ownership
2. Change the flood zone lines

Increase Home Ownership:

Increasing home ownership is a very powerful tool not only for an individual's future economic well-being, but also for creating stability in TFR. Making TFR a stable, family-oriented, predominantly single-family neighborhood would increase the desirability of TFR over time as a place to live, work, and fuel new job opportunities. In the local banking perception, there is a real danger that significant amounts of rental properties could be amassed because properties are affordable; that poses a substantial threat to the re-evolution of TFR. Creating stable, single-family neighborhoods is of paramount importance to the future of TFR.

Change Flood Zone Lines:

Flood zone lines represent the single largest issue, and the most complex issue facing TFR. The area has always been known to flood. The flooding doesn't happen frequently, but TFR is labeled with a Base Flood Elevation on the FIRM Flood Maps. The City of Hattiesburg participates in the National Flood Insurance Program, which requires that the City enforce BFE requirements as directed and depicted on the FIRM maps.

While this federal program is generally considered positive for homeowners, in TFR it has become a burden and has contributed significantly to its de-

terioration in recent years.

Many of the structures in TFR were constructed before the BFE was established and changed (increased) over time. The NFIP allows for investment in a non-conforming structure up to 50% of the value of the structure. Because structure values in the flood zones are low it is quite easy to arrive at the 50% value of the structure with a singular improvement project. This would then require that the structure be elevated. This is a significant dis-incentive to investment in existing structures.

Additionally as a result of severe and repetitive loss programs, the City has acquired significant amounts of property in TFR. These acquisitions make sense from a NFIP perspective, yet from a neighborhood stability perspective this creates significant voids in the neighborhood fabric and impacts stability, longevity, and viability. Furthermore, these acquisitions communicate to potential investors that these properties are not good places to make an investment reinforcing the perception that TFR is not stable or desirable.

Information provided by local bankers indicated that on several occasions commercial and residential investment in TFR halted due to the perception of the flood regulations and the regulations themselves. This comment was made on several occasions; while specific project losses were not detailed, the fact that investment is continually diverted in TFR is an issue.

On a more positive note, local bankers commented on the fact that loan successes in TFR were as good if not better than loans from other areas of the City. They reported making financial decisions based on the individual projects and feasibility rather than the "red-lining" of a portion of the City. There were no outright comments that TFR is a bad place or not worthy of investment; rather local lenders appeared to position themselves as willing partners in the re-evolution of TFR. They recognized the fact that a growing and economically viable Hattiesburg must include the regeneration of TFR.

Chapter Seven

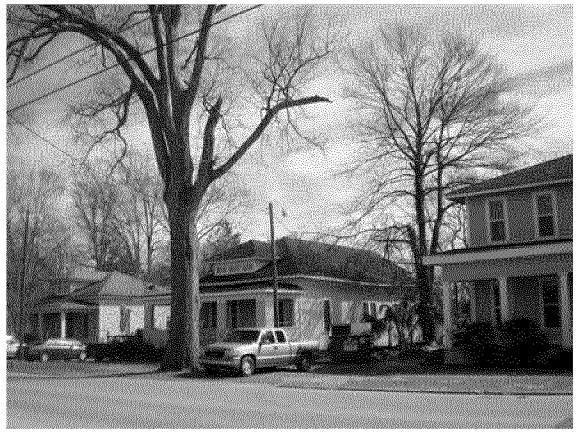
Land Use and Development

7.1 Existing Land Use and Plans

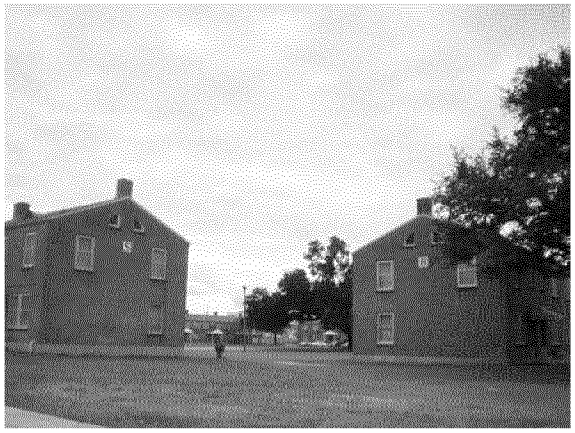
Existing Land Use

Located in the area –immediately surrounding the downtown, Twin Forks Rising is mainly composed of older building stock with mainly residential uses mixed with business, entertainment and public service facilities.

The majority of residences in Twin Forks Rising are single family homes. There are some apartment complexes, such as the Briarfield and Robertson public housing apartments, as well as several mobile home parks. The vicinity of William Carey University has some student and staff housing; however, the majority of the college community either lives on campus or outside TFR. The condition of homes in TFR ranges from excellent to moderately maintained to severe disrepair. As highlighted in Chapter 4.1, the area has a high concentration of buildings of significant architectural character.
Businesses in the area range from small neighborhood businesses to pharmacies, gas stations and restaurants on major roads. Warehouses and industrial uses are located along major thoroughfares and close to rail tracks. A logging operation and an auto recycling business are some examples. There are also vacant manufacturing plants such as the Hercules Plant and Big Yank site.



Historic homes in the Newman - Buschman Historic District



Briarfield Homes Apartments, built in 1941 with the assisstance of the U.S. Department of Housing and Urban Development

Police and fire departments as well as a juvenile detention center are located in TFR. Schools and numerous churches are located in the neighborhoods. Most churches appear to be in good condition, usually standing out from the surrounding area of

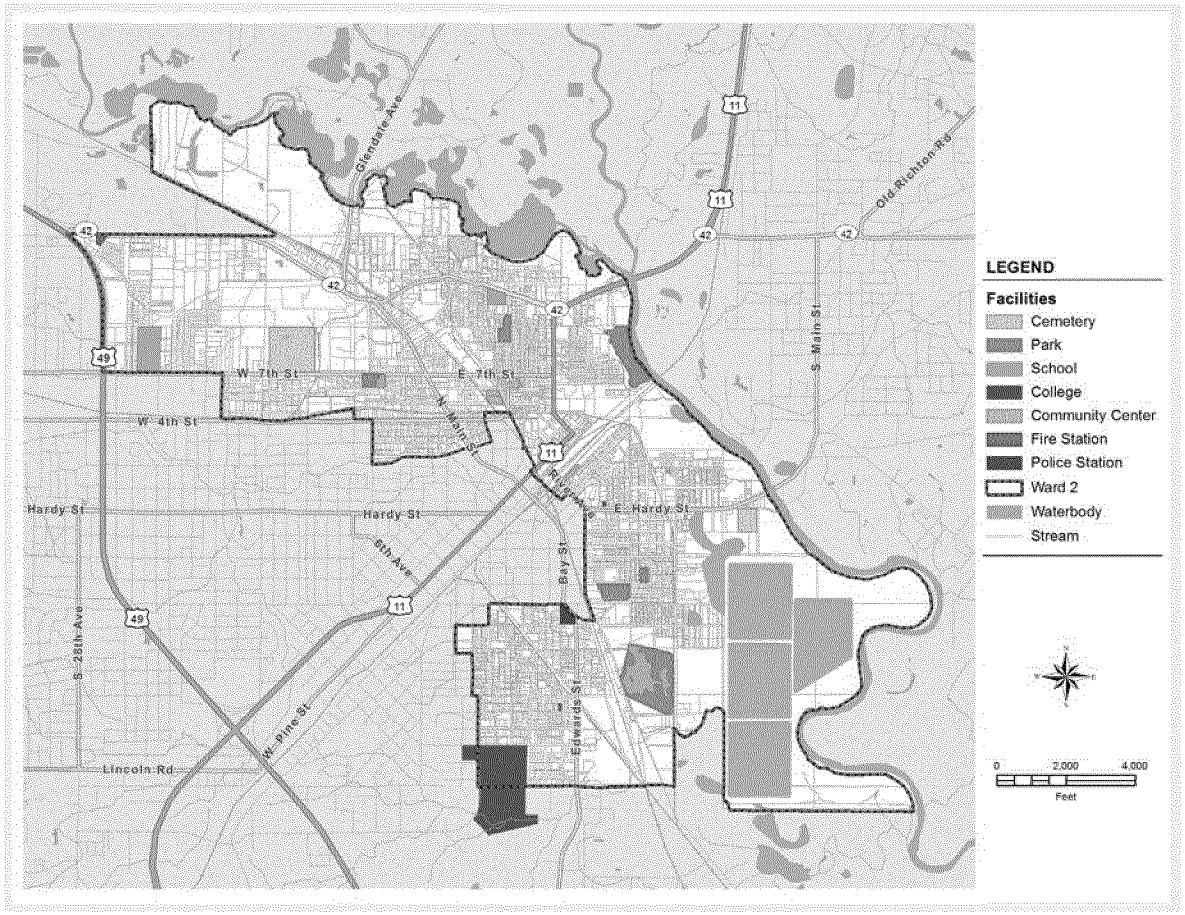


Logging operation in TFR



An occupied home adjacent to a home in disrepair

Distribution of Existing Public Facilities



moderate to poor condition homes. Parks are distributed in the district and appear to be well maintained. Duncan Lake Park and the Leaf and Bouie Rivers provide additional recreational spaces.

Few streets have sidewalks, even less have provisions for bikes or streetlights. Storm water drainage in residential neighborhoods is mainly managed with open ditches along street sides. There is a problem of storm water flooding in low-lying areas which is compounded by the lack of maintenance of the open ditches.

About a third of the area of Twin Forks Rising is located in a flood zone and has historically experienced repetitive flood damage. Over the years, policies have been put in place to encourage residents to relocate rather than rebuild. This policy has resulted in neighborhoods that are sparsely populated by residents determined to stay who are surrounded by empty lots and abandoned homes. Many occupied homes also suffer from severe disrepair making blight a major issue.

Existing Plans and Studies

Comprehensive Plan 2008-2028 of the City of Hattiesburg – Land Use

The Comprehensive Plan 2008-2028 of the City of Hattiesburg lists the majority of TFR as a Neighborhood Conservation District 1- Downtown/Historic Neighborhoods, which consists of mainly residential, older, denser developments adjacent to Downtown. This district is characterized by "moderate-density single-family residences or residential lands along the city's original street system; certain two family and multi-family uses constructed to the character of the surrounding neighborhood; buildings with shallow front and side yards; certain neighborhood business land uses that are compatible in design to the surrounding residential areas; and a higher overall density of development than modern or suburban neighborhoods." Exceptions to this district in TFR are: specific corridor areas, designated as Regional, Neighborhood or Community Business Districts; east downtown, designated as Downtown District; newer developments in the northwest end of TFR at US 49 and 7th St., designated as Neighborhood Conservation District 2 – Suburban; and small sections in the south adjacent to the South Sewer Lagoon and the former Hercules plant site in the northwest designated as Industrial 2 District.

Future Land Use Plan of the City of Hattiesburg Comprehensive Plan 2008- 2028

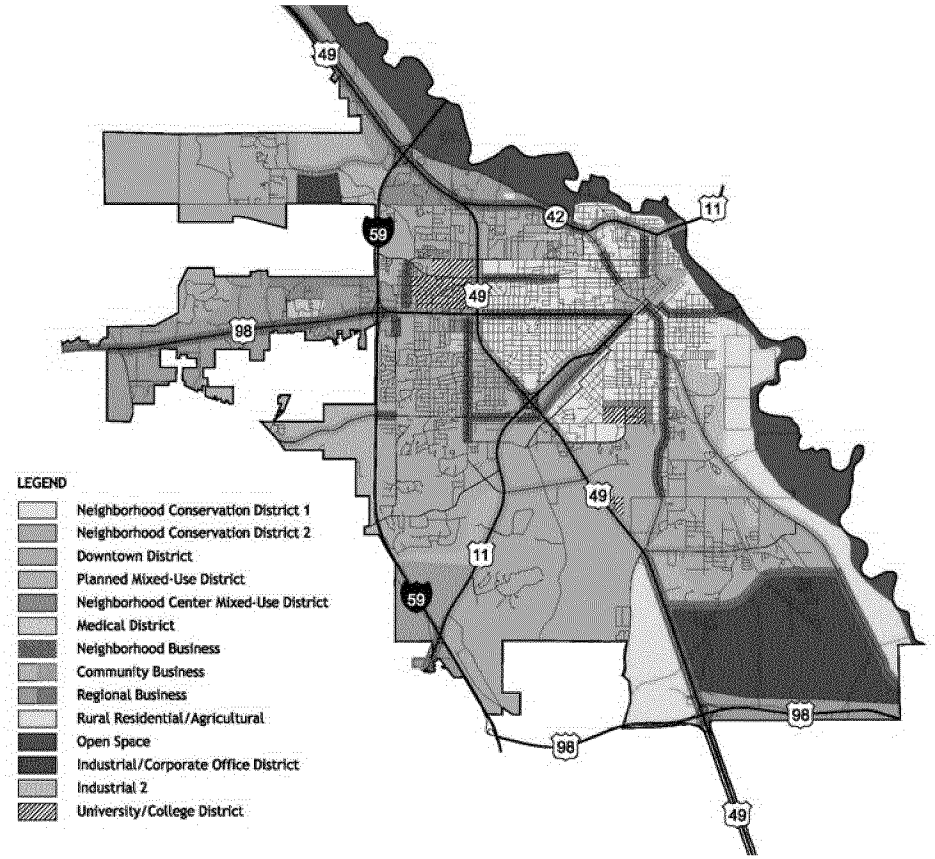


Image Source: City of Hattiesburg Comprehensive Plan 2008-2028, p. 104

The Downtown District is the historic central business district. It is characterized by a mix of uses that "are constructed to the front property line and share common walls with adjacent buildings; on-street parking areas or shared parking in public lots; mixed land uses, including residential uses, within

the same building; a higher percentage of publicly-owned buildings and lands; public parks and small private courtyards and green spaces; and an overall higher density of development."

The Comprehensive Plan recommends the following uses in the various districts:

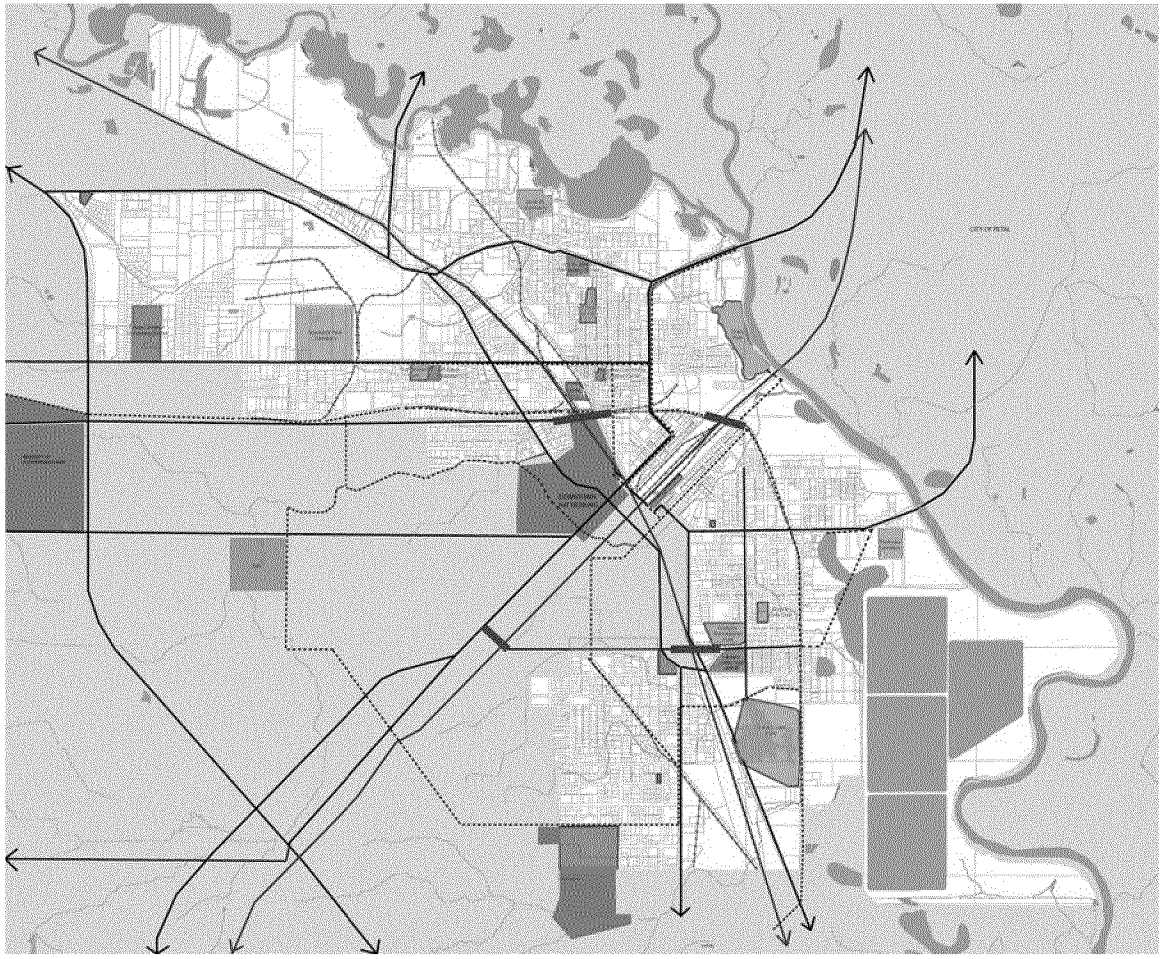
Neighborhood Conservation District 1 - single-family residential uses; certain two–family and multi-family residences, subject to use, density, and design guidelines; public and quasi-public uses, such as churches and schools; and small offices and retail uses clustered along collector streets or at the edges of neighborhoods and constructed to the same character as the surrounding residences.

Neighborhood Conservation District 2 - single-family residential uses; public and quasi-public uses, such as churches and schools; small neighborhood parks and tot lots.

Downtown District - various types of retail and service businesses, such as specialty shops and restaurants; anchor businesses, such as grocery stores, that draw residents to the district; public uses, such as city, county, state and federal offices, public parks and community centers; higher density residential uses, including condominiums and second-floor apartments; arts-related businesses, museums and cultural centers; and offices and employment centers.

Neighborhood Center Mixed-Use District - single-family residential uses; accessory apartments; small townhome developments (six to eight units

Existing Planned Projects



per acre; development sizes no greater than two acres); second-floor apartments over retail or service businesses; smaller, low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and quasi-public uses, such as churches, schools and public offices; arts-related businesses; and small offices in converted residences or new buildings constructed to the same character as the surrounding neighborhood.

Regional Business District - high-density residential uses; public and quasi-public uses; hotels and motels; general indoor and outdoor retail uses; heavy commercial and light industrial uses; service and office land uses; and light industrial campuses and corporate offices.

Community Business District - residential uses; public and quasi-public uses, such as churches and schools; and general indoor retail, service and office land uses that do not require the outdoor storage of goods or equipment.

Neighborhood Business District - single-family residential uses; two-family and multifamily residences, subject to use, density, and design guidelines; public and quasi-public uses, such as general indoor retail, specialty retail, service and office land uses that do not require the outdoor storage of goods or equipment.

Industry and Corporate Office District or Industrial District 1 - general industrial uses; industrial parks; light industrial and corporate office campuses; and certain residential, public, retail, service and office land uses.

Proposed Location of Overpasses at Railroad Intersections



Image Source: City of Hattiesburg, Engineering Department

Industrial District 2 – manufacturing, production or assembly activities and related businesses including warehousing and wholesaling activities, businesses with outdoor storage of products and materials, and uses that produce noises, vibrations, dust and odors that are not typically found in neighborhoods or business districts.

Comprehensive Plan 2008-2028 of the City of Hattiesburg also has provisions for infrastructure improvement which include implementation of a 'bikes and trails' network that would provide multi-modal accessibly to all major amenities in the city; and expansion of the road network, including a new Gulfport Parkway traversing the East Jerusalem neighborhood.

Proposed Rail Road Overpasses

The City of Hattiesburg has active two rail lines passing through the Train Depot located in Downtown. These very busy lines section the city into four quadrants, and due to the use of at grade road crossings along the line, present a challenge in terms of accessibility through the city and safety to residents. Currently the city is in the process of considering the construction of road overpasses at four railway crossings to:

- Reduce accidents at on-grade crossings
- Enable the provision of emergency services to the eastern and southern sections of the city at all times
- Reduce the cost of time spent by travellers at closed crossings in the course of a day

The location of these proposed overpasses are:

1. E. 4th St. Overpass NS line and Gordon's Creek on 4th St. from Bouie St. to East Hardy
2. E. 4th St. Overpass CN line on 4th St. between Main St. and Mobile St.
3. Hall Ave. Overpass CN line and Williams St. on Hall Ave. between Bay St. and S. Tipton St.
4. Hall Ave. Overpass NS line on Hall Ave. between Pine St. and M.L. King Ave.

SUMMARY

The intent of this plan is to develop solutions for the specific challenges faced by Twin Forks Rising (TFR). Based on the analysis of issues and opportunities identified specific to Twin Forks Rising in the previous chapters, the planning team developed the goals and strategies to be addressed in the future land use plan. The Comprehensive Plan 2008-2028 of the City of Hattiesburg remains applicable to the Twin Forks Rising area with the additional provisions of the Twin Forks Rising Land Use Plan complementing the Comprehensive Plan provisions for targeted areas.

7.2 Future Land Use

Based on the analysis of issues and opportunities identified in the previous chapters, the planning team developed the following goals and strategies to be addressed in the future land use plan.

a. Flood Mitigation

One of the biggest hurdles to the future of Twin Forks Rising is the risk of flooding and associated regulatory requirements. In order to ensure a stable and vibrant future, it is imperative to determine means to eliminate or reduce the flood risk. The solution needs not only to avert a flood event, but also to be comprehensive enough to warrant the revision of the Federal Emergency Management Agency's Flood Zone Map to allow no or minimal restrictions on development in all of Twin Forks.

Toward this end, the planning team researched strategies used by other communities as appropriate precedents that would correlate to the Twin Forks situation. Jumping to the forefront was a series of workshops called the Dutch Dialogues conducted in New Orleans after Hurricane Katrina and organized by David Waggonner, a New Orleans architect, and Dale Morris, from the Royal Netherlands Embassy. The Dutch Dialogues workshops were a collaborative platform for the interaction of engineers, landscape architects, city planners and other experts practicing in two cities famously impacted by the threat of flooding: Amsterdam and New Orleans. The workshop's aim was to adopt the extensive, successful experience of Dutch professionals in water management to solve the flooding challenges faced by New Orleans.



Type 1: Neighborhood relation to water retention structures. Example at E. Hardy St. and Leaf River

Image Source: Meyer, H., Morris, D., and Waggoner, D. (2009). Dutch Dialogues: Common Challenges in Urbanized Deltas. 67

After reviewing the different methodologies utilized in these workshops, the planning team selected the concept of increasing the water retention capacity of Twin Forks as the appropriate strategy. This would entail the construction of immense water retention structures that would serve as spillways to divert excess river/creek water. These structures, in addition, would be designed and constructed to be easily accessible to the community and serve as attractive neighborhood amenities as well. At normal times, these structures would serve as parks or other recreational areas with integrated, permanent water features. At times of high water load, water would be released into the park to relieve the rivers and creeks, performing its retention function.

To apply this concept, the planning team sought to find locations for these man-made water retention parks. The criteria for the location of these structures are:

- Geographic distribution to attain maximum flood area coverage
- Availability of publicly or privately owned vacant land, or identification of areas that would pose relatively minimal challenges of reloca-





Type 2: Neighborhood relation to water retention park at varying levels of inundation. Example Gordon's Creek at Newman-Buschman neighborhood

Image Source: Meyer, H., Morris, D., and Waggoner, D. (2009). Dutch Dialogues: Common Challenges in Urbanized Deltas. 76

tion for properties

- Availability of existing connection to a river/ creek

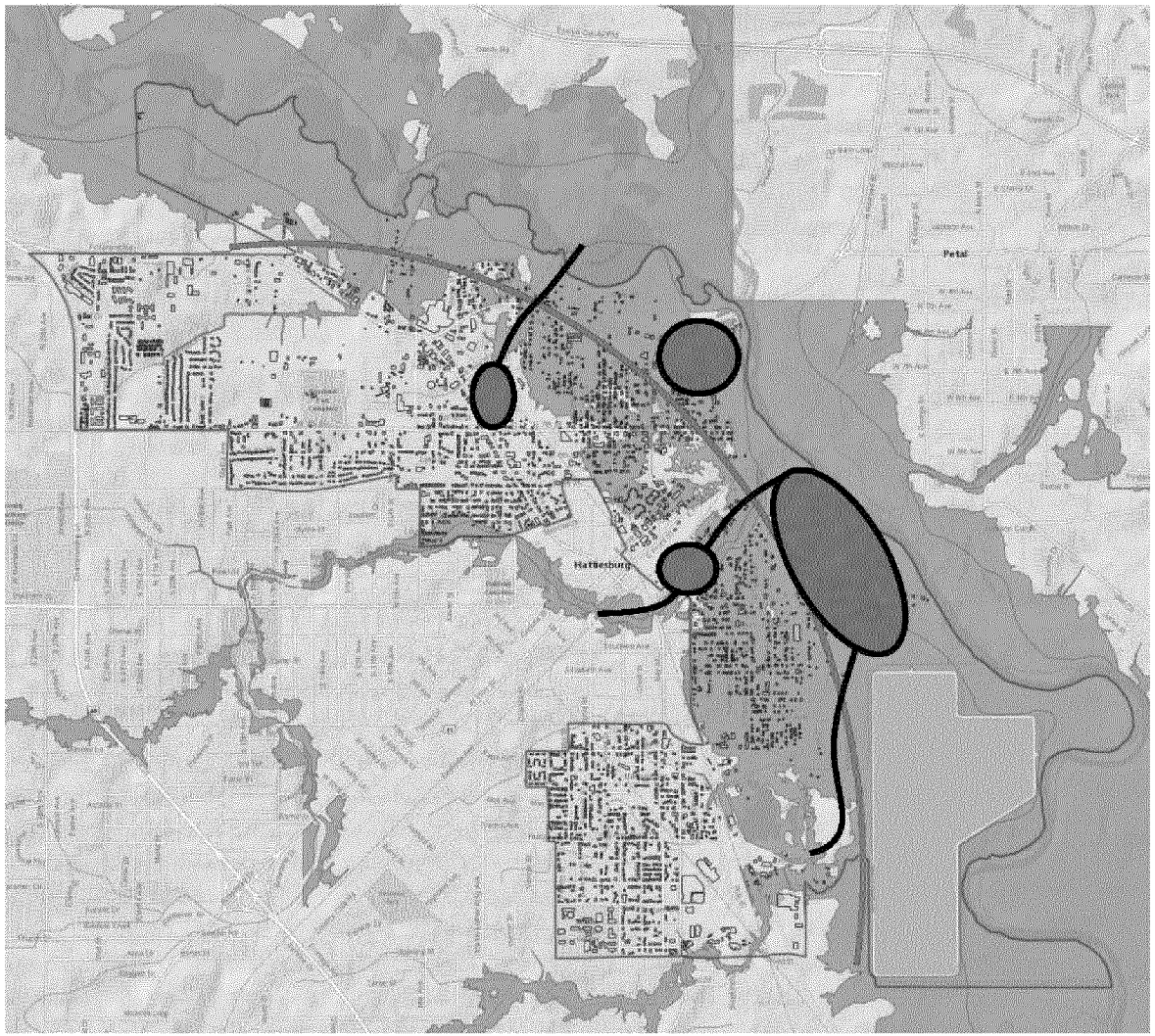
Accordingly, the following locations were selected:

- North of Chain Park at Old Highway 42 at the two rivers' confluence
- East of Canadian National Rail Line and 7th St., to the west of the Mobile/Bouie neighborhood. Structure will relieve flow to the Bouie River through a widened existing creek that passes by Scott St. Cemetery
- Expansion of Gordon's Creek south of Newman-Buschman neighborhood
- Southeast of E. Hardy St. and west of the Leaf River

b. Neighborhood Amenity Enhancement

Most neighborhoods in Ward 2 have seen very little investment in the past decades and suffer from dwindling population, blight, or lack of amenities. An attraction is needed to trigger redevelopment as well as motivate current owners and developers to improve and redevelop properties. The four water retention parks described in the previous section provide such an amenity (see character sketches Type 1 & 2 on this page and the previous page) that will bring high value to local and regional residents and may potentially transform into economic development opportunities in the vicinity. Other amenities introduced in this plan are a neighborhood park in the Katie/Dabbs neighborhood as well as the promotion of neighborhood business uses that supply community needs within neighborhood blocks.

Location of Proposed Water Retention Parks



c. Increasing Accessibility to Existing Amenities

Currently, there are very good existing amenities in and around Ward 2. However, accessibility to these amenities has been very limited. This plan addresses this issue by improving streets, converting them into "complete streets" or creating bike/pedestrian trail connections to Chain Park, Dunbar Lake Park and Downtown Hattiesburg. In addition, the plan improves local streets in neighborhoods adjacent to Chain Park and Duncan Lake Park to activate repopulation around these attractive amenities.

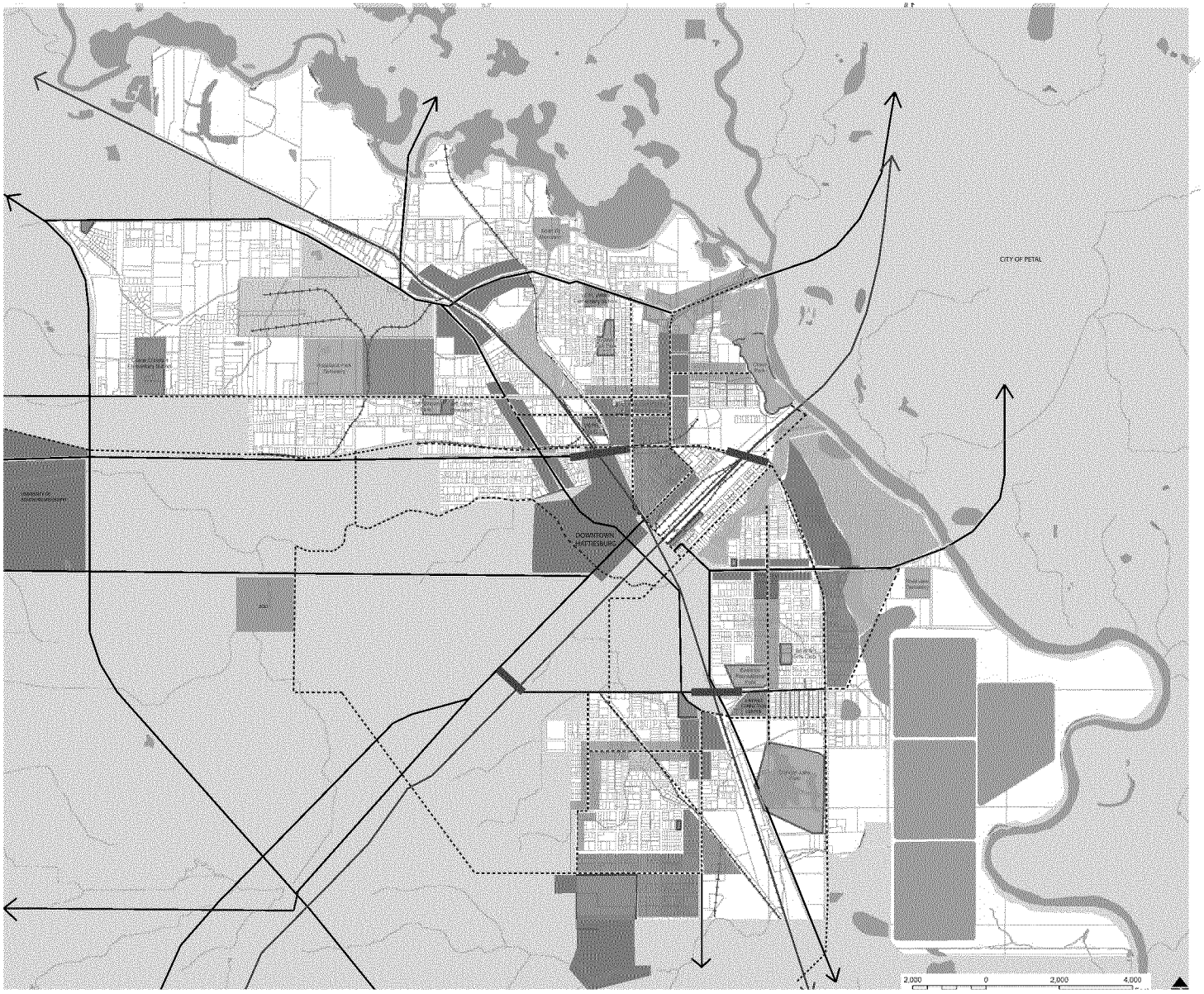
d. Development of Neighborhood Nodes and Corridors

Based on an analysis of the proposed land use plan of the Comprehensive Plan of City of Hattiesburg 2008-2028 and the four proposed railroad overpasses at 4th St. and Hall Ave., this plan promotes the creation of nodes and corridors of economic development and neighborhood services. These are located at Edwards St. commercial node at James St., Old Highway 42 Corridor at Main St., E. Hardy St. Corridor, Dabbs St. and Milton Barnes neighborhood corridor, Tipton neighborhood corridor, and 8th St. corridor at Chain Park.

e. Development of East Downtown

The East Downtown area is located east of the Canadian National Rail Line tracks in Downtown. This district is already on the National Register of Historic Districts and therefore is eligible for up to a 45% tax incentive. The area's proximity to Downtown, its history as a vibrant African-American commercial district along Mobile Street and the current availability of funding in the form of tax incentives all make this area 'low hanging fruit' for immediate development into an expansion of Downtown with

Land Use Plan



Legend

- PROPOSED STREET INFRASTRUCTURE IMPROVEMENT PROJECTS
- EXISTING ROAD NETWORK
- ACTIVE RAIL LINE
- PROPOSED OVERPASS
- PLANNED COMPLETE STREET/ BIKES & TRAILS
- EXISTING COMMERCIAL
- NEW COMMERCIAL
- MIXED USE
- ENTERTAINMENT
- COTTAGE BUSINESS/RESIDENCES
- NEW WATERFEATURE/PARK
- EXISTING WATERBODY
- EXISTING FACILITIES
- EDUCATIONAL ENTERPRISE ZONE
- NEW PARKS
- EXISTING PARKS/CEMETRIES
- SOCIAL SERVICES
- LIGHT INDUSTRIAL

entertainment and mixed-use districts.

f. Redevelopment of Hercules Site

Twin Forks residents have expressed significant concern in regard to the contamination and lack of vision about the site's future. The site is currently undergoing testing for contaminants to satisfy MDEQ requirements. Once the site has been cleared, the site is proposed to be divided into two uses: mixed -use in the section close to 7th St., and light industrial for the larger tract adjacent to US 42.

g. Maximizing WCU Potential

Located partially in Ward 2, William Carey University (WCU) is one of its significant assets. The University is currently undergoing an expansion program, acquiring properties in the surrounding blocks. WCU possesses numerous properties two blocks north of Tuscan Ave. and one block east of Cherry St.. With the intent of streamlining redevelopment efforts of the University and providing opportunities for other compatible economic and educational endeavors, the plan creates an educational enterprise zone around WCU surrounded by mixed-use zones.

7.3 Land Use Category or 'District' Definitions

As discussed in the Existing Plans and Studies section of this document (see pages 27-30), the Future Land Use Plan of the Comprehensive Plan 2008-2028 of the City of Hattiesburg remains applicable to the TFR area with the additional provisions of the TFR Land Use Plan complementing the Comprehensive Plan provisions for targeted areas.

Commercial District: The Entertainment District corresponds with the 'Community Business District' as defined in the City's Comprehensive Plan. (See page 29).

Mixed Use District: The Entertainment District corresponds with the 'Neighborhood Center Mixed-Use District' as defined in the City's Comprehensive Plan (see page 28). In addition, it is envisioned to include anchor businesses such as grocery stores, movie theaters, and department stores. Where located close to water features and parks, it may also include boardwalk developments and public or private indoor and outdoor performance venues.

Entertainment District: The Entertainment District corresponds with the 'Downtown District' as defined in the City's Comprehensive Plan (see page 28). In addition, it is envisioned to be a geographic area where food, music, productions, and cultural events are concentrated in TFR. This concept embraces the creation of restaurants that provide music and adheres to the City's noise ordinances. The intent is to help create a viable, attractive, and safe nightlife scene where activity and investment is made in TFR. This concept does not embrace just the development of bars. During the day, it may also serve as a "lunch crowd" destination and offer cultural resources, such as an art center, potters and similar crafts.

Cottage Business and Residence District: The Cottage Business and Residence District corresponds with the 'Neighborhood Business District' as defined in the City's Comprehensive Plan (see page 29). In addition, it is envisioned to allow people in their homes to own and operate small scale busi-

ness ventures. This may be professional in nature or may be service oriented. Clients or customers may come and go, but the noticeable increase in residential traffic would be minimal. Examples may include a home based beautician, artist, writer, graphic designer, real estate agent, personal trainer, and other similar type occupations. These occupations may be operated out of their homes or in accessory buildings located on residential property.

Water Features/Parks: The Water Features proposed by this plan serve a multitude of purposes. First and foremost, they serve as a means of stormwater management and flood attenuation. Secondly, they service as a public amenity and a means to create private investment. It is envisioned that the design will include a combination of water body and green area that would serve as spillway for increased water retention capacity as needed. These structures may also accommodate compatible uses such as water parks and other revenue generating uses that would not affect their primary performance on water retention.

Educational Enterprise Zones: The Education Enterprise Zone seeks to facilitate and capitalize on the growth of William Carey University (WCU). WCU is partially located in TFR and is a tremendous asset that is currently growing and investing in itself and in the community. The Educational Enterprise Zone seeks to provide great flexibility to William Carey in the expansion of the campus. It would allow educational uses, mixed-use buildings, higher residential densities to accommodate student apartments and dorms, surface parking, allow museums and art space as well as restaurants, food service and professional office space.

Social Services District: The Social Services District seeks to provide resident services to the community at a geographically defined location with easy public transportation access. Uses would include outreach ministry locations, medical and health clinics, family planning, training centers, socially orientated government services and similar types of activities.

Light Industrial District: The Light Industrial District corresponds with the 'Industry and Corporate Office District' as defined in the City's Comprehensive Plan. (See page 29).

Chapter Eight

Infrastructure

The Phase I report for the planning effort detailed and inventoried much of the existing infrastructure in Ward 2. In general, however, the infrastructure for purposes of this phase is defined as city owned and operated, and can be classified as in poor shape requiring rehabilitation.

The City is, however, undergoing a significant reinvestment in water and sewer lines, most notably on the northern side of TFR. These large and expensive projects will result in the reconstruction of streets as well. These projects, which are all booked and scheduled, will provide considerable upgrades for the residents and businesses in TFR. Additionally, parts of the TFR district, Mobile St. for example, have had significant streetscape improvements. Mobile St. now provides two-way traffic with a dedicated bicycle lane. Mobile St. also has new curbs, gutters and sidewalks with attractive pedestrian scale street lighting. Mobile Street is an example of the improvements that the City can create and implement within the public realm.

Besides the projects relating to water and sewer upgrades, the major area of concern in TFR relates to poor or inadequate drainage. Much of the failure of the infrastructure can be directly or indirectly attributed to drainage issues. Many of the streets in TFR were simply paved dirt roads. When they were originally paved stormwater was not part of the project and, thus, many of the residential areas in TFR have small open ditches and the streets have little to no formalized stormwater management. The lack of a formalized system in conjunction with maintenance needs results in standing water, inadequate drainage, and a variety of other issues. This water, over time, breaks down roadway stability leading to further deterioration of the paved dirt roads.

The planning team took considerable effort to evaluate the infrastructure in TFR from a variety of perspectives. The prism used to evaluate the infrastructure was based on what is the benefit or burden to the quality of life and investment in TFR. Based on these two primary criteria the team embarked on a comprehensive effort in an attempt to identify infrastructure projects that would provide a solid basis for the re-evolution of TFR.

Because much of the evaluation of the infrastructure and the analysis needed to arrive at sound engineering projects was needed, the planning team created a "sister" team of engineers that ran on a parallel tract during the development of the future plan. This engineering team evaluated current conditions, met with City staff, collected data, and performed field inspections. The team participated in Town Hall and Working Group meetings. The future master plan, as outlined in this document, was coordinated with the engineering team so that project scopes and recommendations implement the vision and desire that the master plan seeks to create.

The engineering team worked diligently to create a series of projects that implement the plan, are affordable for the City to implement, and are ranked

according to priority. The project "fly sheets," or project descriptions, also provide a scope and a real world engineering based cost estimate. Some of the projects are quite easy to implement and others will require the appropriate amount of engineering in order to be implemented. It is the hope and desire of this project and effort that these infrastructure projects will simply be "inserted" for funding into the City of Hattiesburg Capital Improvements Plan and future maintenance plan efforts. It is important to note that the size of the projects was purposefully kept reasonable so that single projects can be executed on a year-over-year basis. This approach provides flexibility allowing multiple projects to take place at once if funding is appropriately applied.

Chapter Nine

Human Capital Development

Human Capital Development

Perhaps the greatest, and the most underutilized, asset in TFR are the people that call Ward 2 home. These residents represent the future of Ward 2, while bearing its current struggles. This TFR Master Plan is intended to provide a roadmap to help spur investment, opportunity and also to improve the quality of life. A vital portion of the equation for success is for the residents in Ward 2 to also improve economically speaking.

The strategies suggested in this chapter are more germane to the local Community Development Corporation (CDC) proposed to be created, rather than for other agencies. It is envisioned that the CDC will secure an initial capital base from which to operate. This capital will be used by the CDC to help fund private and economic redevelopment projects. The CDC acts similar to a bank in that it lends capital and then uses those returns to make further lending decisions. This model and similar strategies have proven to be successful across the country.

The purpose of human capital development is to increase opportunity and break the cycle of poverty. The CDC, through its use of capital, incentives and other efforts, can contribute significant positive impacts.

Suggested strategies include:

1. Financial Incentives - The CDC through lending to commercial enterprises may require a certain percentage of workers in all earning strata to come from TFR.
2. Education Cooperative – The CDC should have the ability to leverage resources and opportunity by partnering with other institutions such as USM, Pearl River Community College, and WCU to foster educational opportunities. It has been proven over the course of time that education and workforce development skills play a primary role in the ability to earn income.
3. National Emergency Grants – Hattiesburg is located geographically in an area that can be impacted by severe weather. When these situations unfortunately occur, National Emergency Grants can provide localized temporary recovery jobs. These jobs range from manual labor to more professional services. While these jobs

are temporary and short-term, it does present an opportunity for the CDC in both the short-term and long-term. On a short-term basis the CDC can advocate for residents of TFR and facilitate awareness of employment opportunities. In the long-term, the CDC can utilize the pool of employees as a targeted resource for further education and workforce development training.

4. Business Incubator – The CDC may want to consider creating a business incubator in TFR for residents. There are many great examples of business incubators around the country and even in Mississippi. For example, the residents of Moss Point, MS have an opportunity to participate in just such a local incubator. In fact, one of the businesses supported by the incubator recently won local, state and even national recognition for its success story.
5. Middle Class Express – This is a program utilized by states that focuses on the long-term path to prosperity. It involves multiple strategies to increase life skills, education, financial literacy and other opportunities. The program requires a multi-year commitment and involves "sweat-equity" from the participant. While a program such as this may be beyond the administrative core of the CDC, the CDC can certainly provide resource assistance and facilitate other aspects of the program. It is important to note that the MCE program requires partners to be a success and the CDC could play a vital partnership role.
6. Improving Graduation Rates – Education is critical to success and young people must graduate from high school in order to ever have an opportunity to become successful. The CDC may be able to partner with the school system and other social institutions such as churches to provide suitable counseling, tutoring, transportation and maybe even childcare so a GED or graduation can take place. Efforts such as these invest in the individual, which is a cornerstone of future success.
7. Crime Watchers – The CDC can partner with the Police Department to facilitate a crime watch program. A local neighborhood based program fosters civic pride and social accountability with the obvious goal of reducing crime. Simply requesting additional police protection when local government budgets are strained may not prove to be useful in the long run. Facilitating this program engages citizens and ensures they are part of the solution.
8. Adopt-A-Street Program – The CDC in partnership with public works can facilitate local Adopt-A-Street maintenance programs. Routine activities such as mowing grass, litter patrol, and in the long-term, landscaping can build relationships and improve the neighborhoods.

In closing: The CDC can become an influential organization for positive change in TFR. It can become influential through financial resources, building partnerships, and politically. The CDC needs to be careful to not become schzifrenic and attempt to do too much too early. At first the CDC must demonstrate success to the community, to its partners and to the City. Success builds legitimacy and the CDC must be careful not to be overly aggressive.

Chapter Ten

Implementation

This chapter provides guidance on what actions need to be taken as well as when they need to be taken to fully realize this master plan. The actions are listed as strategies under each planning element and also designated as short, medium or long-term actions. In addition, a general phasing plan holistically divides Ward 2 into geographic sections of priority activities.

This chapter also contains a breakdown of costs for the infrastructure portion. Each individual project is described and listed by priority in accordance with the overall phasing plan developed. However, it does not include estimates for the proposed water retention parks. This is because in-depth analyses and feasibly studies as well as preliminary designs need to take place before costs can be generated.

10.1 implementation Strategies

INFRASTRUCTURE	TIME FRAME		
	SHORT	MEDIUM	LONG
Define a plan to develop new waterfront features according to Master Plan:			
- north of Riverview Cemetery		X	
- east of Train Depot		X	
- north of Chain Park		X	
- adjacent railway just northwest of CE Roy CC		X	
Enhance pedestrian connections across the new overpass bridge by providing a dedicated and separated pedestrian / bicycle travel lane	X		
Promote the overall character of Twin Forks Rising through low-maintenance design of streetscapes and other public spaces:	X		
- Coordinate highway improvements with Mississippi Department of Transportation's plans for the highway within Twin Forks Rising		X	X
- Implement Complete Streets Policy	X		
Expand street infrastructure to serve infill and newly developed areas:			
- adjacent to Chain Park		X	
- adjacent to juvenile correction center			X
For infrastructure improvement projects, consider the viability of upgrading as many utility elements simultaneously as possible to reduce duplication of efforts and impact on neighboring uses	X		
Promote opportunities for all travel modes, while preserving the character of Twin Forks Rising:			
- Encourage multi-modal connections, specifically pedestrian and bicycle, between all neighborhoods	X		
- Require that all transportation projects, whether developer or government initiated, consider pedestrian and bicycle level of service as part of the analysis	X		

ECONOMIC DEVELOPMENT	TIME FRAME		
	SHORT	MEDIUM	LONG
Promote and facilitate new commercial development according to Master Plan:			
- at Edwards St and James St intersection		X	
- along E. Hardy St.		X	
- along Bouie St.	X		
- along Main St.	X		
- northeast of Hercules brownfield			X
Promote Cottage Business development according to Master Plan:			
- along Dabbs St. and Milton Barnes Ave.	X		
- along Tippton St., south of E. Hardy St.		X	
- along E. 8th St. at Chain Park entrance		X	
- along E. 7th St., north of downtown Hattiesburg			X
Promote mixed-use development according to Master Plan:			
- east of William Carey University	X		
- east of new Gulfport Parkway			X
- northeast of downtown Hattiesburg	X		
- east of Roseland Park Cemetery			X
Promote entertainment development according to Master Plan:			
- east of William Carey University	X		
- northeast downtown Hattiesburg		X	
Develop and promote Educational Enterprise Zone according to Master Plan:			
- north and east of William Carey University	X		
Create incentives to increase homeownership	X	X	X
Encourage appropriate light industrial development to occur along Highway (at existing Hercules Inc. brownfield site):		X	

ECONOMIC DEVELOPMENT	TIME FRAME		
	SHORT	MEDIUM	LONG
- Create a program to assist property owners in financing and planning for the rehabilitation or redevelopment of their property	X	X	X
- Encourage the creation of business through technical support and educational information regarding finance, capital, marketing, sales, etc.		X	X
- Develop a Twin Forks Rising business brochure to promote local business	X		
Allow for community oriented development to occur adjacent to the downtown district to enhance the existing town center atmosphere and build on the existing character			X
Ensure that new development is reflective of the small town scale, character, and architectural vernacular:	X		
- New construction should reflect the context of historic and existing buildings, respecting regional architectural expression while also allowing for change within the traditions		X	X
- Identify opportunities for technical support or regulatory streamlining for projects that adaptively reuse or rehabilitate existing structures and projects that use green building practices, such as energy efficiency	X		
- Encourage quality building design and materials that promote longevity and adaptability of buildings and developments over time		X	X
Ensure the future character and contribution to the community through quality development that is appropriate in its context:			X
- Identify properties for clean-up and improvement as well as infill development opportunities	X		
- Design to support the Master Plan			X
Provide opportunities to mix compatible land uses within Twin Forks Rising and better integrate supporting uses among adjacent developments:			
- Convenience stores into neighborhood hubs	X		
- Design for diversity and mixed-use	X	X	X
- Encourage mixed-use development to promote coordination and collaboration among	X	X	X

ECONOMIC DEVELOPMENT	TIME FRAME		
	SHORT	MEDIUM	LONG
institutions			
- Include new housing in development	X	X	X
- Offer diverse housing types	X	X	X
- Increase density at commercial hubs and along Mobile Street	X	X	X
Establish and/or implement overlay standards for non-residential areas	X		
Assess and revise the current zoning code for consistency with the plan	X		
Enhance the highway commercial corridor, which leaves a lasting impression on visitors and residents of the community:			
- Develop a physical improvement and urban design plan for the highway corridor			X
- Require all public improvements be reviewed and recommended by the Planning Commission	X	X	X
- Review individual development plans and require improvements be consistent with any specific plans addressing the highway corridor			X

ENVIRONMENTAL QUALITY	TIME FRAME		
	SHORT	MEDIUM	LONG
Remediate and redevelop brownfield areas:			
- Facilitate evaluation and remediation processes for areas identified as brownfields in conjunction with relevant authorities such as EPA, MDEQ	X	X	X
- Facilitate court proceedings where lawsuits are in motion for a final determination	X		
- Market areas to site selection consultants and real estate developers to secure new users per designated land use		X	
- Facilitate site control for new users		X	X
- Develop a fast-track review and approval process for development proposals	X		
- Provide the necessary infrastructure support for planned redevelopments	X	X	X
- Improve the South Lagoon Wastewater Treatment facility			X
Consider financing arrangements on brownfield sites			X

HISTORIC	TIME FRAME		
	SHORT	MEDIUM	LONG
Support Twin Forks Rising as an intergenerational community:			
- Provide events for residents and visitors of all ages	X		
- Review ordinances for the ability to develop homes that accommodate an older population as well as new families		X	
Protect and preserve historic homes and properties:			
- Promote existing historic districts	X		
- Create programs for recognizing or featuring specific exemplary properties		X	X
- Create and promote a list of qualified local / regional professionals for referrals on rehabilitation or routine maintenance projects	X		
- Maintain and monitor inventory of public and private grants to promote historic preservation policies			X
- Assist property owners with applications for Hattiesburg Historical Society and National Historic Landmark dedication	X		
Encourage the investment and revitalization of neighborhoods and homes:			
- Promote infill housing that respects the development pattern and character of Twin Forks Rising	X	X	X

SOCIAL SERVICES	TIME FRAME		
	SHORT	MEDIUM	LONG
Develop a Social Services Center at Tipton St. and E. Hardy St. to serve the East Jerusalem neighborhood:			
- Prepare the vacant Eaton School site for development as a professional services building or remove it	X		
- Facilitate the development of adjacent blocks as office/professional services buildings		X	
- Secure available funding such as historic tax credits and new market tax credits to support development			X
- Coordinate with public and private services to place tenants (e.g. urgent care, day care, job placement assistance center)			X

FLOOD CONTROL	TIME FRAME		
	SHORT	MEDIUM	LONG
Prevent flooding caused by overflow of water bodies:			
- Work with other municipal, state and federal government agencies on initiatives to conduct regional stormwater master plans	X	X	X
- Review and update development regulations to allow for low impact development standards that mitigate stormwater runoff	X		
- Implement low impact design standards for streets that collect and filter water through a natural stormwater treatment system	X	X	X
- Reduce flooding by slowing down the flow of water and increasing pervious areas		X	X
Implement water retention parks as per master plan:			
- Develop preliminary designs and analysis	X	X	X
- Complete environmental impact studies		X	X
- Determine preliminary cost estimates	X		
- Research implementation funding options	X	X	X
- Develop partnerships			X
Reduce non-point source pollution through natural stormwater treatment methods:			
- Educate and encourage property owners to make improvements to their property that could reduce volume and treat stormwater runoff (i.e. best management practices)	X		
- Make improvements to public rights-of-way and open spaces that serve aesthetic functions as well as helping to treat and retain stormwater runoff		X	
- Review and change site design standards to promote site designs that minimize impervious surfaces and prioritize infiltration of stormwater	X		
Improve storm sewers as part of infrastructure re-development plan	X		

HOUSING	TIME FRAME		
	SHORT	MEDIUM	LONG
Form or identify a community housing development organization to lead the development task as a master developer:	X		
- Identify affordable housing goals		X	
- Market and advertise Ward 2 as a location of choice	X		
Improve the existing housing stock:			
- Educate property owners on funding opportunities for energy efficient products	X	X	
- Develop an acquisition process such as the Road Home program to address blighted and vacant properties			
- Develop a program such as the Lot-Next-Door program to allow existing residents to redevelop adjacent blighted properties		X	
- Enforce and coordinate the current property adjudication process to enter affected properties into programs listed above		X	
- Pending the installation of proposed water retention parks, facilitate the revision of the FEMA floodplain map and development guidelines to remove or reduce minimum requirements			X
Develop infill single-family housing on vacant or blighted properties:			
- Identify a pilot neighborhood to commence projects	X		
- Identify sites for development and assess site control options	X		
- Develop design guidelines to maintain neighborhood character		X	
- Promote sustainable design and energy cost saving design strategies	X		
- Conduct infill housing development in pilot neighborhood		X	
- Evaluate pilot success and prepare to replicate in other neighborhoods		X	
- Implement infill development projects in all Ward 2 neighborhoods		X	X
Develop new multi-family housing:			
- Identify priority development zones and develop incentive packages	X	X	
- Promote sustainable design and energy cost saving design strategies	X	X	
- Implement strategy in all Ward 2 neighborhoods		X	

QUALITY OF LIFE	TIME FRAME		
	SHORT	MEDIUM	LONG
Provide convenient access to existing amenities:			
- Upgrade streets for better pedestrian and bike access from Ward 2 to Chain Park	X		
- Upgrade streets for better pedestrian and bike access from William Carey University to Downtown	X		
- Upgrade streets for better pedestrian and bike access from Dabbs/Katie and East Jerusalem neighborhood to Duncan Lake Park	X		
- Provide convenient access to Leaf River for recreational use		X	
- Finalize approval and design processes for the City's proposed railroad overpass projects	X		
- Facilitate the installation of railroad overpasses	X		
Develop new neighborhood parks and outdoor recreation:			
- At Milton Barnes Ave. and old rail bed		X	
- At E. 7th St and Canadian Central Railroad		X	
- Develop water retention parks that serve as flood water storage ponds and neighborhood amenities	X	X	X
- Facilitate the development of regional and neighborhood attractions in proximity to the water retention parks	X	X	X
Provide neighborhoods with access to fresh foods:			
- Form or identify community-based organizations to run farmers' markets within neighborhoods	X	X	X
- Facilitate the application of SNAP food benefits (food stamps) at farmers' markets	X		
- Encourage the formation of community gardens by neighborhood residents and allow them on city property	X	X	X
- Form or identify community-based organizations to run cooperative food stores within neighborhoods	X	X	
- Consider and implement edible landscaping projects	X	X	

CITY POLICY	TIME FRAME		
	SHORT	MEDIUM	LONG
Develop and adopt a capital improvements need-based program that coordinates and budgets for necessary improvements in the district	X	X	X
Develop a five-year plan for all city operations including addition of personnel and new technology as the need arises to implement master plan recommendations		X	
Link annual comprehensive plan reviews and decisions to the town budget and new capital improvements program to ensure logical implementation of the plan through a variety of practices and processes			X
Continue to monitor and enforce traffic violations as a means to reduce potential incidences along roads:	X		
- Inform residents of how to identify and document violations	X		
- Continue to support patrols in Twin Forks Rising	X		
- Develop a long range plan regarding police protection			X

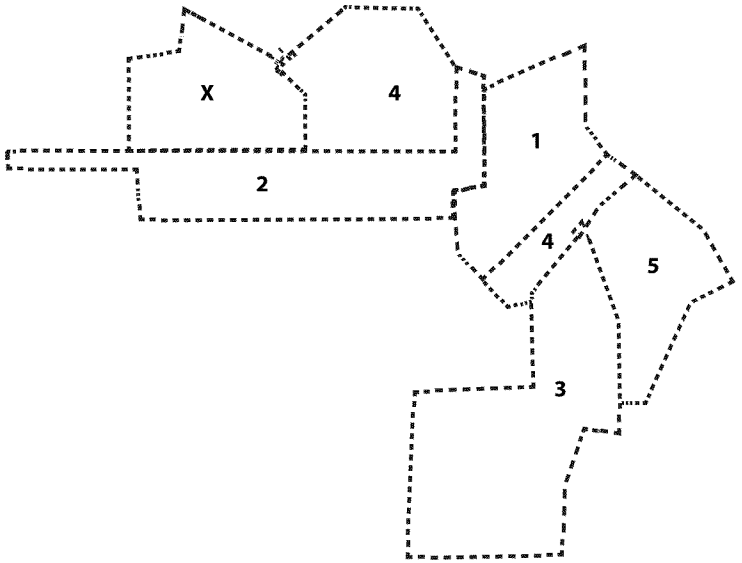
10.2 Plan Phasing

As is usually the case, this master plan addresses a vast area in need of intervention, while chances are that available funds will be limited at any given time. In order to have the maximum return from any public or private investment, it is necessary that projects be linked geographically or conceptually in order to take advantage of synergetic advantages and achieve maximum impact. A geographically focused intervention will also provide maximum visibility of successes and therefore generate more interest and momentum.

The following phasing plan first focuses projects around utilizing existing amenities and available funding opportunities optimally. Next, it focuses on neighborhood revitalization efforts that would provide the greatest value for residents. At the same time, primary design, feasibility studies, permitting and financing activities should take place for projects that require extensive public/private investment. The final phase consists of the implementation of projects requiring extensive public/private investment.

It is important to note that this phasing plan is only intended to be a starting point for analysis for the implementing agency of this master plan. A closer look at specific projects may lead to the discovery of other factors that determine the order of projects. This section is, therefore, intended to serve only as a general guide on how to prioritize areas for intervention and investment.

Phasing Plan



LEGEND

PHASE 1 PROMOTE EAST DOWNTOWN EXPANSION BY TAPPING AVAILABLE TAX CREDITS AND PROVIDING INCENTIVE PACKAGES

IMPROVE ACCESS TO EXISTING AMENITIES, I.E. CHAIN PARK, EAST DOWNTOWN

PROMOTE RESIDENTIAL DEVELOPMENT AROUND CHAIN PARK

DEVELOP WATER RETENTION PARK AT CHAIN PARK, IMPLEMENT GATEWAY DESIGN AT OLD HIGHWAY 42 BRIDGE AT LEAF RIVER

PHASE 2 EXPAND IMPROVED ACCESS FROM WESTERN SECTION OF WARD 2 TO EXISTING AMENITIES, I.E. CHAIN PARK, EAST DOWNTOWN

PHASE 3 DEVELOP CURRENT EATON SCHOOL AND VICINITY INTO A SOCIAL SERVICES NODE

IMPROVE ACCESS TO EXISTING AMENITIES, I.E. CHAIN PARK, DOWNTOWN, DUNCAN LAKE, NEW COMMERCIAL AND SOCIAL SERVICES NODES

PROMOTE IMPROVEMENT AND NEW DEVELOPMENT IN EAST JERUSALEM, KATIE-DABBS AND ADJACENT NEIGHBORHOODS PER MASTER PLAN

DEVELOP NEW PARK ALONG MILTON BARNES AVE, PROMOTE COTTAGE BUSINESSES AND FRESH FOOD VENUES ALONG DABBS ST. AND TIPTON ST.

PROMOTE CAMPUS EXPANSION AND MIXED USE DEVELOPMENT AROUND WILLAIM CAREY UNIVERSITY, PROVIDE CONVENIENT PEDESTRIAN AND BIKE ACCESS FROM UNIVERSITY TO DOWNTOWN

PHASE 4 DEVELOP WATER RETENTION PARKS ALONG GORDON'S CREEK AND FORMER MERIDIAN FERTILIZER PLANT SITE

PROMOTE IMPROVEMENT AND NEW DEVELOPMENT IN MOBILE/BOUIE AND OTHER NEIGHBORHOODS ADJACENT TO MAIN ST., RAILROAD LINES AND OLD HIGHWAY 42

PHASE 5 DEVELOP WATER RETENTION PARK ALONG LEAF RIVER

PROMOTE IMPROVEMENT AND NEW DEVELOPMENT ADJACENT TO WATER RETENTION PARK PER MASTER PLAN

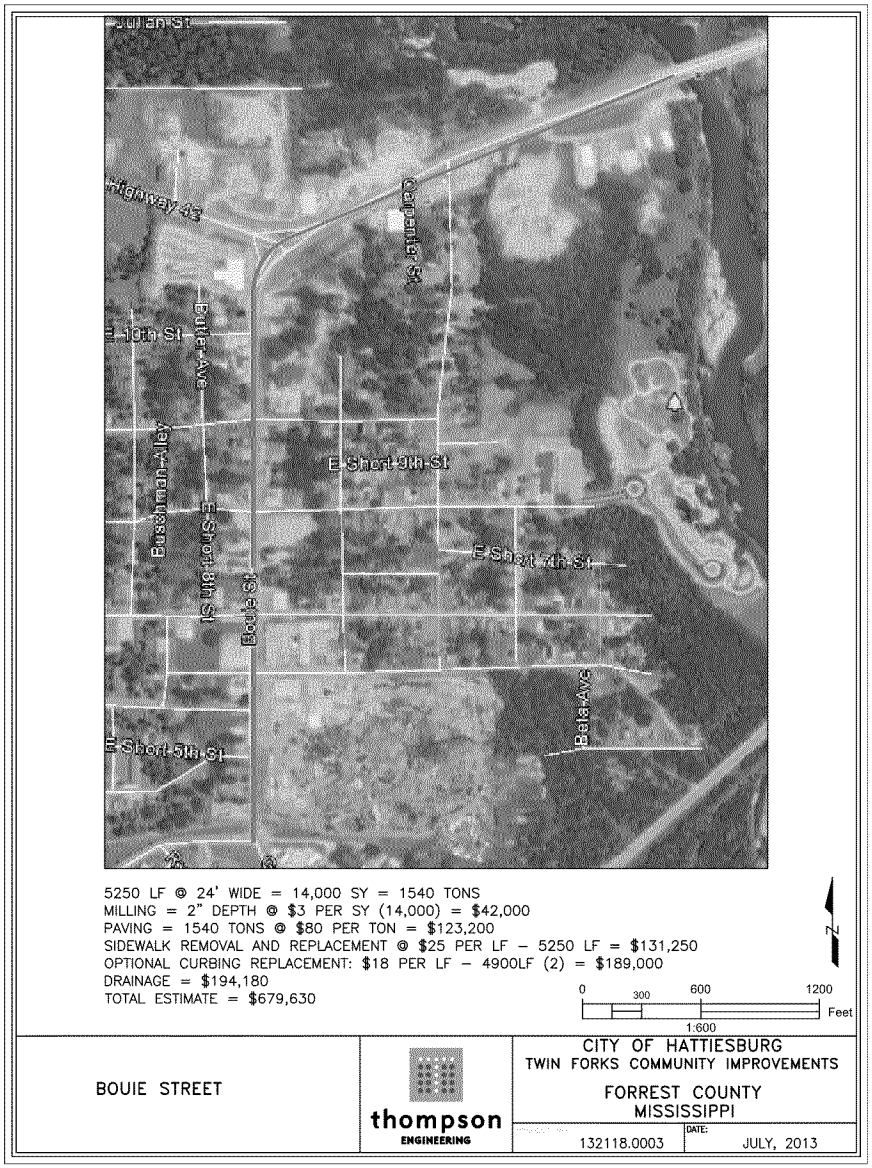
DEVELOP NEW GULFPORT PARKWAY

IMPLEMENT GATEWAY DESIGN AT E. HARDY ST. AND LEAF RIVER

PHASE X PRIORITY DEVELOPMENT SITE AFTER APPROPRIATE REMEDIATION ACTIVITIES ARE COMPLETED

10.3 Infrastructure Project Cost Estimate

Priority	Project Name	Total Cost
1	Bouie Street	$ 679,630.00
2	Mobile Street	$ 809,970.00
3	Gordon Street/Front Street	$ 663,215.00
4	East 4th Street	$ 338,360.00
5	West 7th Street	$ 958,160.00
6	East 6th Street/East 7th Street	$ 840,560.00
7	West 4th Street	$ 932,064.00
8	East Short 7th Street/East 8th Street/East Short 9th Street/East 9th Street	$ 193,760.00
9	Fairley Street/River Street/Alpha Avenue/Beta Avenue	$ 239,680.00
10	Tuscan Avenue/Penton Street/Dabbs Street/Ronie Street	$ 1,423,660.00
11	Manning Avenue/Edwards Street/James Street/Bikeway	$ 1,323,860.00
12	Southeast Drainage Canal/Old Hwy 49-Manning Street	$ 182,000.00
13	Central Drainage Canal	$ 525,000.00
13	Tipton Street	$ 840,560.00
15	Greely Street/Lincoln Street/Sullivan Street/Webster Street/McKinley Street/Alcorn Street/Hall Avenue/Klondyke Avenue	$ 446,110.00
16	Gulfport Street/Buschman Street	$ 1,909,110.00
17	Proposed Hall Avenue Extension	$ 330,960.00
		$ 12,636,659.00





6250 LF @ 24' WIDE = 16,700 SY = 1840 TONS
MILLING = 2" DEPTH @ $3 PER SY (16,700) = $50,100
PAVING = 1840 TONS @ $80 PER TON = $147,200
SIDEWALK REMOVAL AND REPLACEMENT @ $25 PER LF – 7200 LF = $156,250
OPTIONAL CURBING REPLACEMENT: $18 PER LF – 6250LF (2) = $225,000
DRAINAGE = $231,420
TOTAL ESTIMATE = $809,970

MOBILE STREET

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4600 LF @ 24' WIDE = 12,300 SY = 1350 TONS
MILLING = 2" DEPTH @ $3 PER SY (12,300) = $36,900
PAVING = 1350 TONS @ $80 PER TON = $108,000
SIDEWALK REMOVAL AND REPLACEMENT @ $25 PER LF – 4600 LF = $115,000
OPTIONAL CURBING REPLACEMENT: $18 PER LF – 4600 LF (2) =$165,600
DRAINAGE = $170,200
TOTAL ESTIMATE = $595,700

0 150 300 600 Feet
1:300

GORDON STREET
FRONT STREET

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3000 LF @ 24' WIDE = 8000 SY = 880 TONS
MILLING = 2" DEPTH @ $3 PER SY (8000) = $24,000
PAVING = 880 TONS @ $80 PER TON = $70,400
SIDEWALK REMOVAL AND REPLACEMENT @ $25 PER LF – 3000 LF = $75,000
OPTIONAL CURBING REPLACEMENT: $18 PER LF – 3000LF (2) = $108,000
DRAINAGE = $110,960
TOTAL ESTIMATE = $388,360

0 200 400 800 Feet
1:400

EAST 4TH STREET

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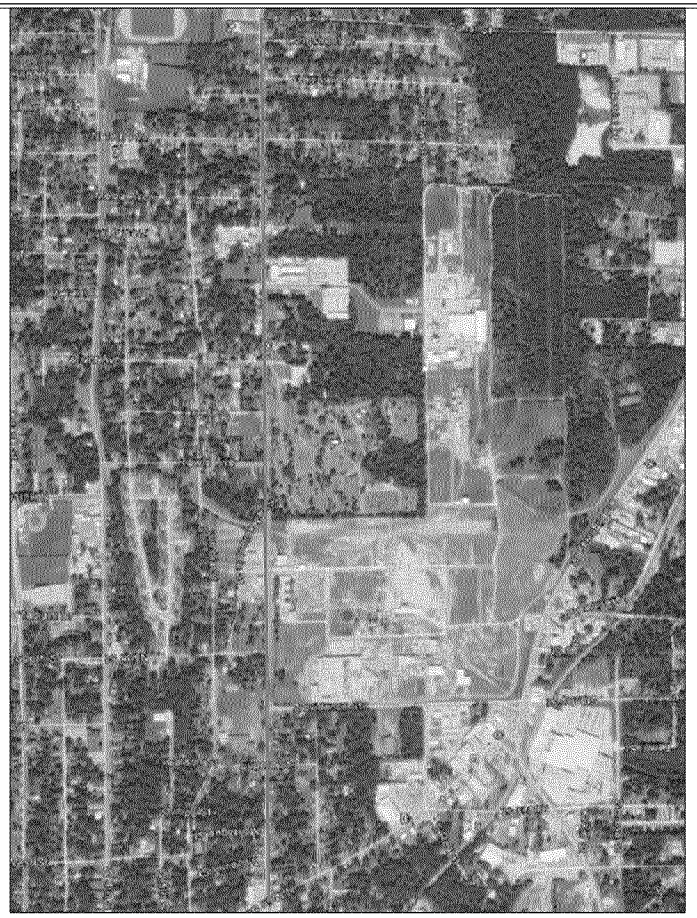

7400 LF @ 24' WIDE = 19,800 SY = 2175 TONS
MILLING = 2" DEPTH @ $3 PER SY (19,800) = $59,400
PAVING = 2175 TONS @ $80 PER TON = $174,00
SIDEWALK REMOVAL AND REPLACEMENT @ $25 PER LF – 7400 LF = $185,000
OPTIONAL CURBING REPLACEMENT: $18 PER LF – 7400LF (2) = $266,000
DRAINAGE = $273,760
TOTAL ESTIMATE = $958,160

0 500 1000 Feet
1:1000

W 7th STREET

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FORREST COUNTY
MISSISSIPPI

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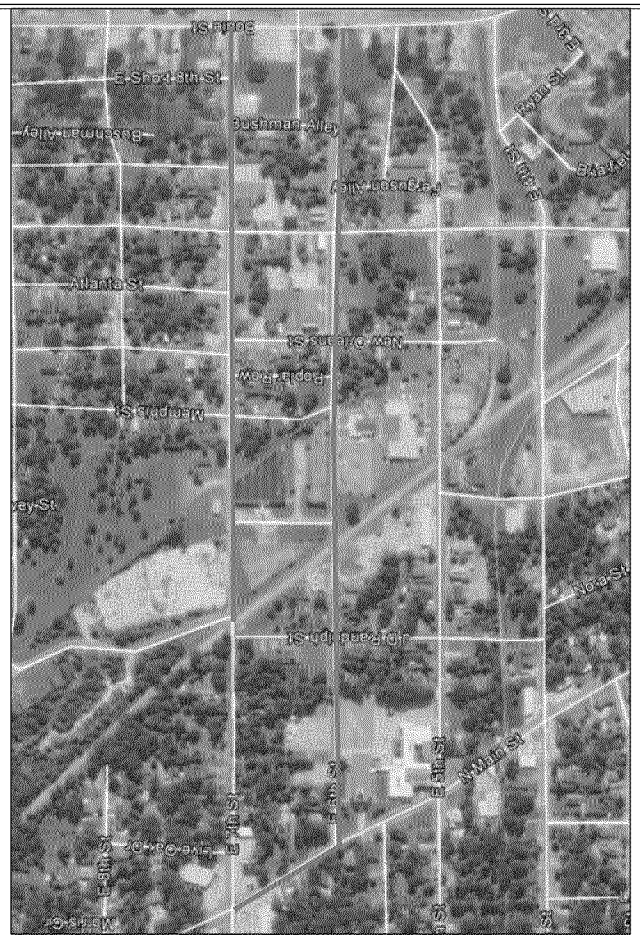

6500 LF @ 24' WIDE = 17,300 SY = 1900 TONS
MILLING = 2" DEPTH @ $3 PER SY (17,300) = $51,900
PAVING = 1900 TONS @ $80 PER TON = $152,000
SIDEWALK REMOVAL AND REPLACEMENT @ $25 PER LF – 6500 LF = $162,500
OPTIONAL CURBING REPLACEMENT: $18 PER LF – 6500LF (2) = $234,000
DRAINAGE = $240,160
TOTAL ESTIMATE = $840,560

0 250 500 1000 Feet
1:500

EAST 6TH STREET
EAST 7TH STREET

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7200 LF @ 24' WIDE = 19,200 SY = 2112 TONS
MILLING = 2" DEPTH @ $3 PER SY (19,200) = $57,600
PAVING = 1540 TONS @ $80 PER TON = $168,960
SIDEWALK REMOVAL AND REPLACEMENT @ $25 PER LF – 7200 LF = $180,000
OPTIONAL CURBING REPLACEMENT: $18 PER LF – 7200LF (2) = $259,200
DRAINAGE = $266,304
TOTAL ESTIMATE = $932,064

WEST 4TH STREET

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E SHORT 7th STREET: 1375' MILLING AND PAVING – 3700 SY + 400 TONS
E 8th STREET: 1675' MILLING AND PAVING – 4500 SY + 470 TONS
E SHORT 9th STREET: 475' MILLING AND PAVING – 1275 SY + 140 TONS
E 9th STREET: 900' MILLING AND PAVING – 2400 SY + 275 TONS

4425 LF @ 24' WIDE = 11,875 SY = 1285 TONS
MILLING = 2" DEPTH @ $3 PER SY (11,875) = $35,600
PAVING = 1285 TONS @ $80 PER TON = $102,800
DRAINAGE = $55,360
TOTAL ESTIMATE = $193,760

0 200 400 800
1" = 400'

E SHORT 7th STREET
E 8th STREET
E SHORT 9th STREET
E 9th STREET

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FAIRLEY STREET: 2500' MILLING AND PAVING – 6700 SY + 740 TONS
RIVER STREET: 1575' MILLING AND PAVING – 4200 SY + 470 TONS
ALPHA AVENUE: 800' MILLING AND PAVING – 2150 SY + 240 TONS
BETA AVENUE: 500' MILLING AND PAVING – 1350 SY + 150 TONS

5375 LF @ 24' WIDE = 14,400 SY = 1600 TONS
MILLING = 2" DEPTH @ $3 PER SY (14,400) = $43,200
PAVING = 1600 TONS @ $80 PER TON = $128,000
DRAINAGE = $68,480
TOTAL ESTIMATE = $239,680

0 200 400 800
1" = 400'

FAIRLEY STREET
RIVER STREET
ALPHA AVENUE
BETA AVENUE

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11,000 LF @ 24' WIDE = 29,300 SY = 3225 TONS
MILLING = 2" DEPTH @ $3 PER SY (29,300) = $87,900
PAVING = 3225 TONS @ $80 PER TON = $258,000
SIDEWALK REMOVAL AND REPLACEMENT @ $25 PER LF – 11,000 LF = $275,000
OPTIONAL CURBING REPLACEMENT: $18 PER LF – 9500 LF (2) = $396,000
DRAINAGE = $406,760
TOTAL ESTIMATE = $1,423,660

0 500 1000 2000 Feet
1:1000

TUSCAN AVENUE
PENTON STREET
DABBS STREET
RONIE STREET

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8600 LF @ 24' WIDE = 23,000 SY = 2525 TONS
MILLING = 2" DEPTH @ $3 PER SY (23,000) = $69,000
PAVING = 2525 TONS @ $80 PER TON = $202,000
SIDEWALK REMOVAL AND REPLACEMENT @ $25 PER LF – 8600 LF = $215,000
OPTIONAL CURBING REPLACEMENT: $18 PER LF – 8600LF (2) = $309,600
DRAINAGE = $318,240
BIKEWAY – 3000LF @ 10' WIDE= 3300 SY = 365 TONS
PAVING = 365 TONS @ $80 PER TON = $29,000
TOTAL ESTIMATE = $1,323,860

0 300 600 1200 Feet
1:600

MANNING AVENUE
EDWARDS STREET
JAMES STREET
BIKEWAY

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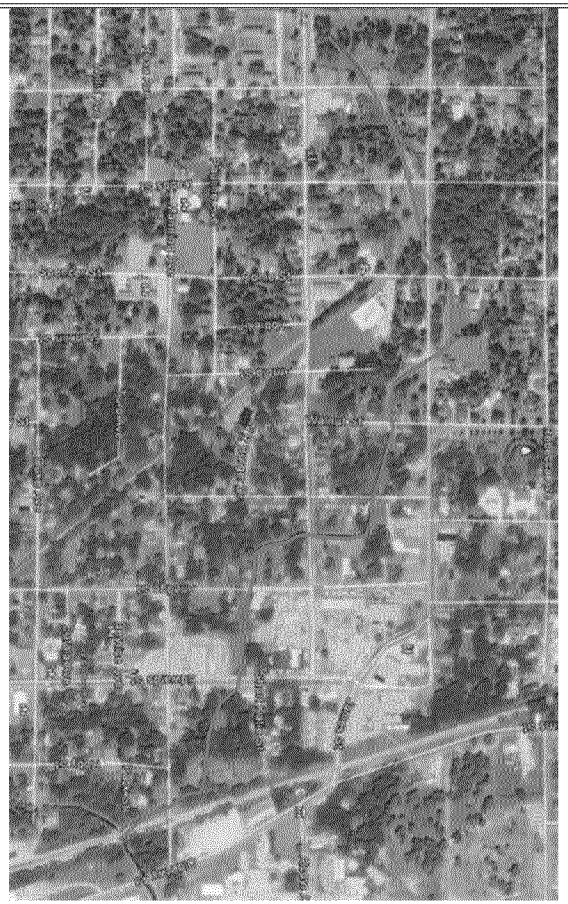


5200 LF @ $35 PER FOOT
TOTAL ESTIMATE = $182,000

N

0 300 600 1200 Feet
1:600

SOUTHEAST DRAINAGE CANAL OLD HWY 49 – MANNING AVENUE	thompson ENGINEERING	CITY OF HATTIESBURG TWIN FORKS COMMUNITY IMPROVEMENTS FORREST COUNTY MISSISSIPPI 132118.0003 DATE: JULY, 2013

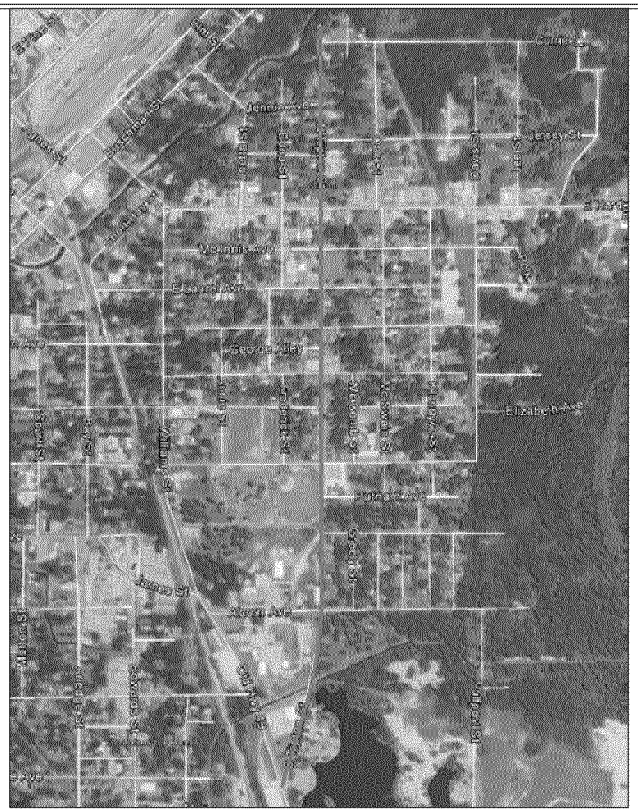


15,000 LF @ $35 PER FOOT
TOTAL ESTIMATE = $525,000

N

0 750 1500 3000 Feet
1:1500

CENTRAL DRAINAGE CANAL	thompson ENGINEERING	CITY OF HATTIESBURG TWIN FORKS COMMUNITY IMPROVEMENTS FORREST COUNTY MISSISSIPPI 132118.0003 DATE: JULY, 2013



6500 LF @ 24' WIDE = 17,300 SY = 1900 TONS
MILLING = 2" DEPTH @ $3 PER SY (17,300) = $51,900
PAVING = 1900 TONS @ $80 PER TON = $152,000
SIDEWALK REMOVAL AND REPLACEMENT @ $25 PER LF – 6500 LF = $162,500
OPTIONAL CURBING REPLACEMENT: $18 PER LF – 6250LF (2) = $234,000
DRAINAGE = $240,160
TOTAL ESTIMATE = $840,560

0 500 1000 2000 Feet
1:1000

TIPTON STREET

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GREELY STREET: 650' MILLING AND PAVING
LINCOLN STREET: 650' MILLING AND PAVING
SULLIVAN AVENUE: 650' MILLING AND PAVING
WEBSTER AVENUE: 650' MILLING AND PAVING
McKINLEY STREET 650' MILLING AND PAVING

650 LF @ 24' WIDE = 1750 SY = 200 TONS
MILLING = 2" DEPTH @ $3 PER SY (1750) = $5250
PAVING = 200 TONS @ $80 PER TON = $16,000
TOTAL ESTIMATE PER STREET = $21,250 (5)
DRAINAGE = $42,500
TOTAL ESTIMATE = $148,750

ALCORN STREET: 3550' MILLING AND PAVING
HALL AVENUE: 2600' MILLING AND PAVING
KLONDYKE AVENUE: 580' MILLING AND PAVING

6730 LF @ 24' WIDE = 18,000 SY = 1980 TONS
MILLING = 2" DEPTH @ $3 PER SY (18,000) = $54,000
PAVING = 1980 TONS @ $80 PER TON = $158,400
DRAINAGE = $84,960
TOTAL ESTIMATE = $297,360

0 150 300 600 Feet
1:300

GREELY STREET
LINCOLN STREET
SULLIVAN STREET
WEBSTER STREET
McKINLEY STREET
ALCORN STREET
HALL AVE.
KLONDYKE AVE.

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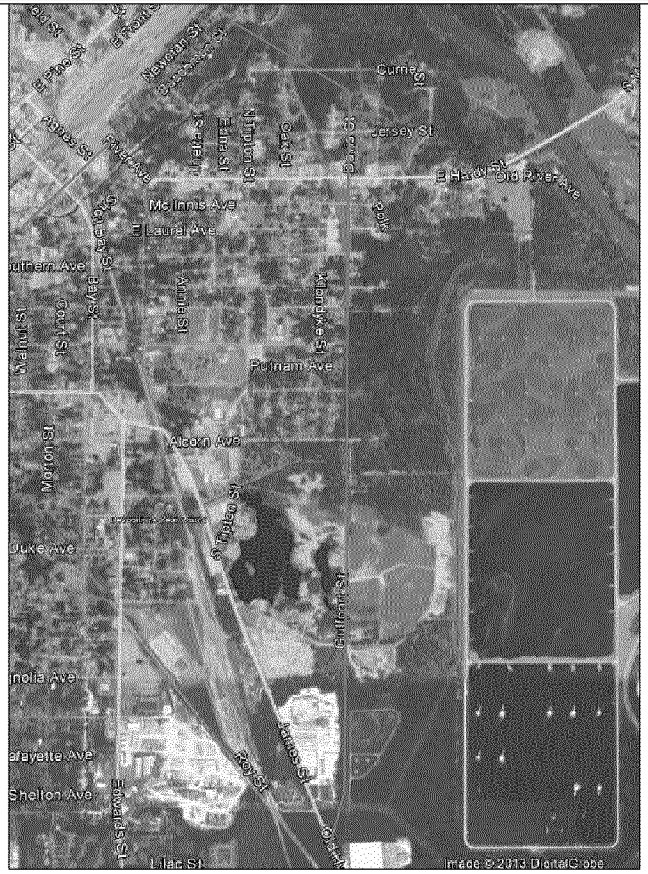

14,750 LF @ 24' WIDE = 39,300 SY = 4325 TONS
MILLING = 2" DEPTH @ $3 PER SY (39,300) = $117,900
PAVING = 4325 TONS @ $80 PER TON = $346,000
SIDEWALK REMOVAL AND REPLACEMENT @ $25 PER LF – 14,750 LF = $368,750
OPTIONAL CURBING REPLACEMENT: $18 PER LF – 14,750 LF (2) = $531,000
DRAINAGE = $545,460
TOTAL ESTIMATE = $1,909,110

0 750 1500 3000 Feet
1:1500

GULFPORT STREET
BUSCHMAN STREET

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3400 LF @ 24' WIDE = 9100 SY = 1000 TONS
MILLING = 2" DEPTH @ $3 PER SY (3400) = $10,200
PAVING = 1000 TONS @ $80 PER TON = $80,000
SIDEWALK REMOVAL AND REPLACEMENT @ $25 PER LF – 3400 LF = $85,000
OPTIONAL CURBING REPLACEMENT: $18 PER LF – 3400 LF (2) = $61,200
DRAINAGE = $94,560
TOTAL ESTIMATE = $330,960

0 250 500 1000 Feet
1:500

PROPOSED HALL AVE. EXTENSION

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TWIN FORKS COMMUNITY IMPROVEMENTS
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Appendices

A. Introductory Town Hall Meeting Goals and Objectives Voting Tally

B. Future Land Use Alternatives

- B.1 Ambitious
- B.2 Moderate
- B.3 Easy

Appendix A
Introductory Town Hall Meeting Goals and Objectives Voting Tally

Upgrade Infrastructure	Important	6	Not Important	1
Water and sewer service	24		2	
Storm sewers	8		2	
Curb and Gutters	3		3	
Streets	3		2	
Sidewalks	11		2	
Streetlights	4			

Address Flood Control	Important	1	Not Important	1
Buy out homes in flood zone	12		16	
Set minimum elevation for new construction	13		3	
Improve storm sewers	4		1	

Promote Development	Important	8	Not Important	
Revise Zoning	8		7	
Form a District community development Corp.	4			
Design to the Mater Plan	2		4	
Convenience stores into neighborhood hubs	3		14	
Design for diversity and mixed use	1		2	
Include housing in development	16		1	
Strengthen light industrial	2		5	

Provide Community Support and Services	Important	3	Not Important	
Provide family services	2		4	
Offer adult education/ GED	3		10	
Promote neighborhood associations	4		3	
Provide community space for recreation and meetings	5		2	
Improve health care in Ward 2	3		3	
Provide better public transportation	3		9	

Improve Housing	Important	5	Not Important	
Remove and replace substandard housing	11		1	
Decrease density in flood zone	3		4	
Increase density and commercial hubs and along Mobile St	3		2	
Design for diversity	2			
Fund improvements (need based improvement fund)	11			
Offer diverse housing types	1		6	

Promote Safety and Security	Important	5	Not Important	
Increase police presence	9		7	
Neighborhood Watch	1		1	
Communicate via Neighborhood Associations			1	
Remove dilapidated and vacant structures	20		1	
Upgrade streetscape with sidewalks and streetlights	8		1	
Create safe playgrounds	2		4	
Provide separation from RR tracks	1		3	

Think Green	Important		Not Important	1
Reuse instead of Rebuild, where possible	9		2	
Provide needed services in Ward 2	6		2	
Build new construction energy efficient	1		3	
Improve public transportation	3		4	
Create community gardens	2		12	

Total Votes collected -	**94**	**Incorrectly filled (not tallied) -**	**8**
Correctly filled and tallied (those with > 10 votes shown in red) -	**76**	**Incorrectly filled by broad goals (shown in color filled cells) -**	**10**

Appendix B

B.1 Land Use Plan Alternative 04-24-2013, Ambitious



FUTURE LAND USE PLAN - OPTION 1

APRIL 2013

TWIN FORKS RISING PHASE II

HATTIESBURG, MS

LEGEND

- EXISTING ROAD NETWORK
- ACTIVE RAIL LINE
- PROPOSED OVERPASS
- PLANNED COMPLETE STREET
- RESIDENTIAL RECEIVER ZONE
- EXISTING COMMERCIAL
- NEW COMMERCIAL
- MIXED USE
- LIGHT INDUSTRIAL
- NEW PARKS
- EXISTING PARKS/CEMETERIES
- NEW WATERFEATURE/PARK
- EXISTING WATERBODY
- EXISTING FACILITIES
- ENTERTAINMENT/GAME PARK
- RIVERFRONT MIXED USE DEVELOPMENT
- SOCIAL SERVICES
- COMPLETE BUY OUTS
- FUTURE UNKNOWN

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billespartners

B.2 Land Use Plan Alternative 04-24-2013, Moderate



FUTURE LAND USE PLAN - OPTION 2
APRIL 2013

TWIN FORKS RISING PHASE II
HATTIESBURG, MS

LEGEND

- EXISTING ROAD NETWORK
- ACTIVE RAIL LINE
- PROPOSED OVERPASS
- PLANNED COMPLETE STREET
- RESIDENTIAL RECEIVER ZONE
- EXISTING COMMERCIAL
- NEW COMMERCIAL
- MIXED USE
- LIGHT INDUSTRIAL
- NEW PARKS
- EXISTING PARKS/CEMETRIES
- NEW WATERBODY
- EXISTING WATERBODY
- EXISTING FACILITIES
- ENTERTAINMENT
- CREATIVE "FUNKY" DISTRICT
- SOCIAL SERVICES
- COMPLETE BUY OUTS
- FUTURE UNKNOWN

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billespartners

B.3 Land Use Plan Alternative 04-24-2013, Easy



FUTURE LAND USE PLAN - OPTION 3

APRIL 2013

TWIN FORKS RISING PHASE II
HATTIESBURG, MS

LEGEND

- EXISTING ROAD NETWORK
- ACTIVE RAIL LINE
- PROPOSED OVERPASS
- PLANNED COMPLETE STREET
- RESIDENTIAL RECEIVER ZONE
- COTTAGE BUSINESS /RESIDENCES
- NEW COMMERCIAL
- MIXED USE RESIDENTIAL/ ENTERTAINMENT
- LIGHT INDUSTRIAL
- NEW PARKS
- EXISTING PARKS/CEMETRIES
- EXISTING COMMERCIAL
- EXISTING WATERBODY
- EXISTING FACILITIES

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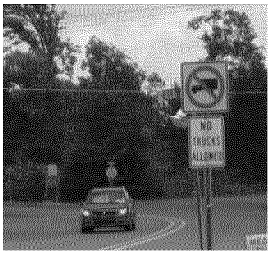
billespartners

Downtown Circulation Study

Hattiesburg, Mississippi



June 2008



Submitted to:

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

NEEL-SCHAFFER
Solutions you can build upon

MDOT

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Appendix B-Truck Company Questionnaires
Appendix C-Intersection Turning Movement Counts (Locations 1-15)
Appendix D-LOS Analysis Sheets (Locations 1-15 AM, 1-15PM)
Appendix E-Signal Warrant Reports (Locations 1-15)

1.0 Introduction

This report summarizes the results of a traffic analysis performed by Neel-Schaffer as requested by the City of Hattiesburg. The analysis included the evaluation of the traffic circulation of the downtown area for the City of Hattiesburg, Mississippi, including analysis of existing traffic, circulation through the downtown area, and evaluating the potential to convert one-way streets to two-way streets with corresponding parking impacts and signal improvements. Additionally, the study included identifying the impacts of diverting heavy trucks to routes that don't include the downtown streets. The downtown area of the City of Hattiesburg is located within Forrest County, east of Highway 49, west of the Leaf River.

The circulation of traffic and access to the downtown area is affected by the numerous railroad lines and the angular path of these roads, with limited railroad crossings. Additionally, the presence of the Leaf River to the east limits access to the east, as there are only two river crossings connecting Hattiesburg with Petal on Highway 11 and East Hardy Street.

The City is working to revitalize the downtown area and encourage more activity through improving walk-ability of the area, reducing congestion, removing heavy truck traffic through alternative truck routes, and through closing streets on weekends to encourage pedestrians to move between the area restaurants with little vehicular interference. The purpose of this analysis is to review the downtown traffic circulation and the opportunities for moving the semi-trucks to alternative routes within the project study area. To analyze the related impacts, existing roadway capacity and traffic levels-of-service were evaluated. In addition, a field review was conducted to observe existing land usage within the study area of the project site and the existing geometrics of the surrounding roadways.

2.0 Existing Conditions

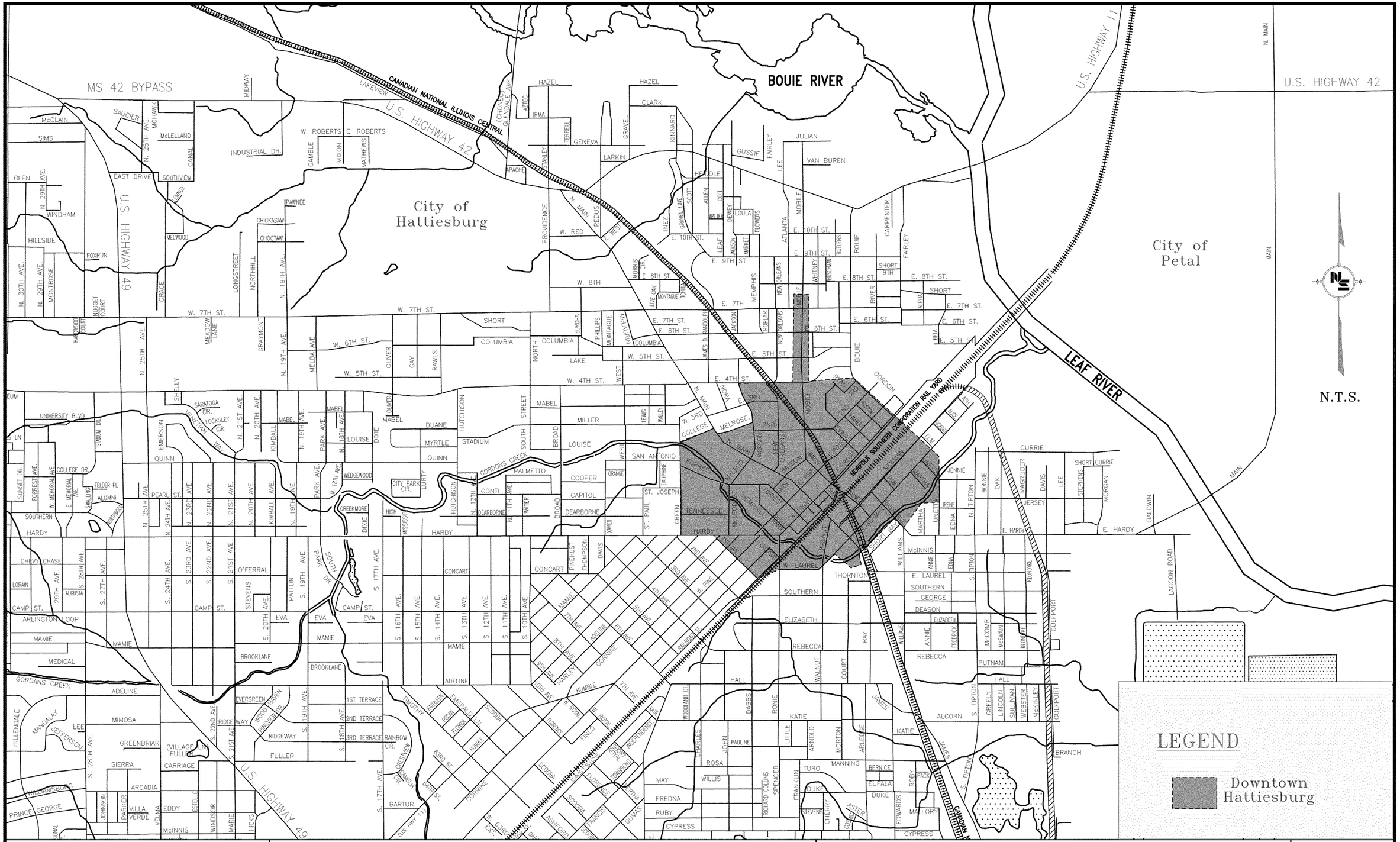
2.1 Downtown Area

The downtown area of the City of Hattiesburg is located east of Highway 49, west of the Leaf River, south of Highway 42 and north of Laurel Avenue. Regional access to the site is provided by Highway 49, Interstate 59, Highway 98, Highway 11 and Highway 42. One-way pairs provide the majority of the automobile circulation through the downtown area on W. Front Street, eastbound, and on W. Pine Street, westbound. The location of the downtown area is shown graphically in Figure 1.

2.2 Land Use and Intensity

The downtown area has transitioned over the years from a light industrial area served by the railroad, to more mixed land uses, including offices, Municipal services, restaurants, banks, churches, retail, and apartments. The transition results in some access constraints posed by the adjacent railroad tracks and switching facility immediately adjacent to downtown. The parking demand downtown from these commercial land uses is substantial. There are multiple parking garages and many adjacent surface parking lots. A minimal amount of on-street parking exists on downtown streets. The parking lots along the railroad tracks and in the parking garages routinely operate with significant activity.

The major businesses, roadways serving the downtown area, existing lane assignments, traffic control and significant parking lots are shown in Figure 2.



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VICINITY MAP

FIGURE 1

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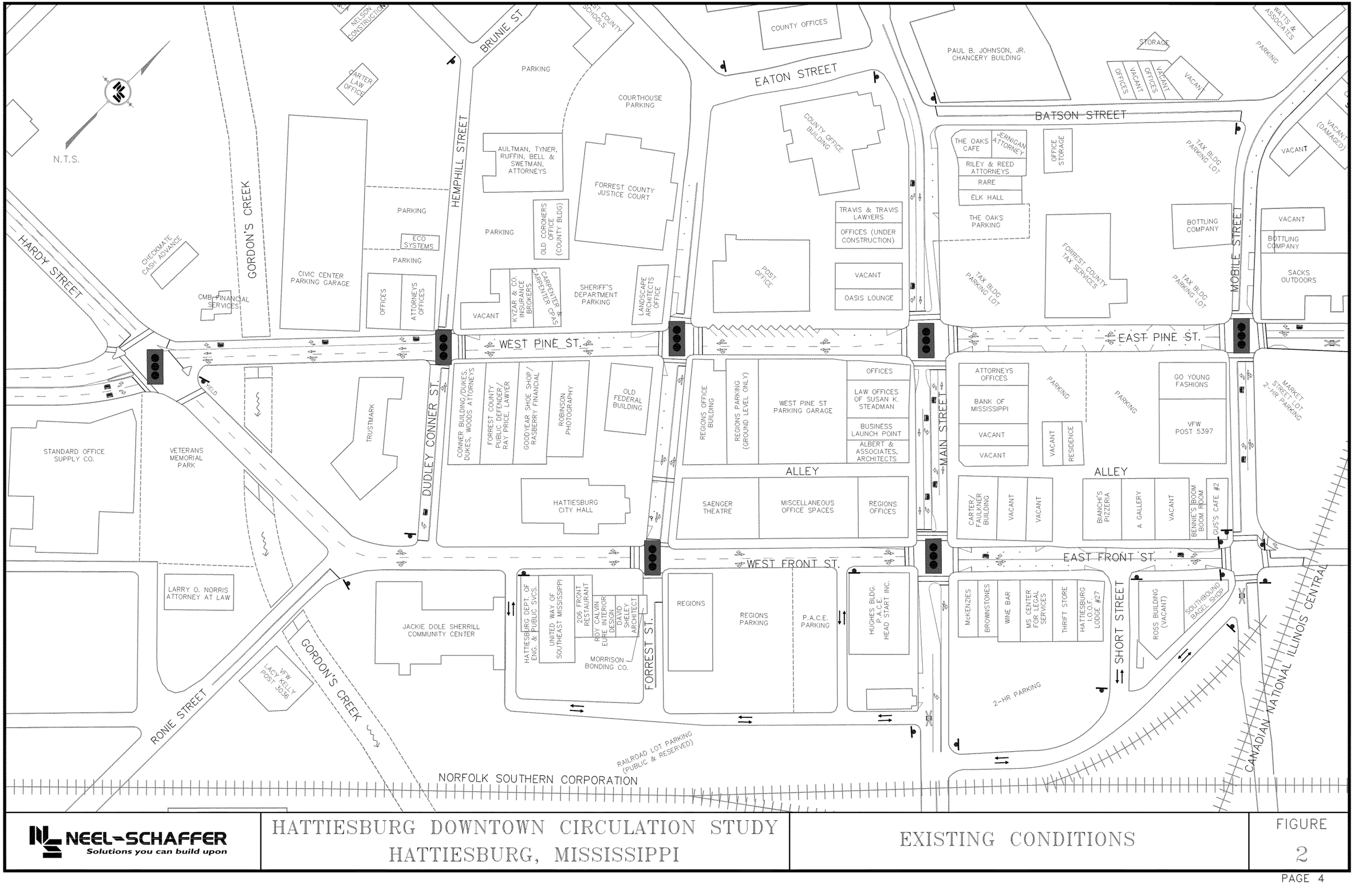

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HATTIESBURG, MISSISSIPPI

EXISTING CONDITIONS

FIGURE 2

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2.3 Study Intersections

The study intersections were identified to determine the major traffic volumes operating in the downtown area. Additional locations were identified to the north and south to document the truck traffic entering the area on Main Street, Bouie Street, Edwards Street and James Street. The study intersections include:

1. W. Pine St/Hardy St.
2. W. Pine St/Hemphill St.
3. W. Pine St/Forrest St.
4. W. Pine St/Main St.
5. E. Pine St/Market St.
6. W. Front St.-Ronie/Hardy St.
7. W. Front St./Forrest St.
8. W. Front St./Main St.
9. E. Front St./Market St.
10. Main St./Buschman St.
11. Main St./Batson St.
12. Mobile St./Batson St.
13. Edwards St./James St.
14. Hwy 42/Main St.
15. Hwy 42/Bouie St.

2.4 Roadways and Intersections

The primary roadways within the study area include: Hardy Street, Front Street, Pine Street, Ronie Street, Main Street, Mobile/Market Street, Buschman Street, Bouie Street, Old Highway 42, Edwards Street and James Street.

Hardy Street is an east/west Principal Arterial roadway that is a four-lane undivided road extending east to the Pine Street intersection, turning into a one-way eastbound (northeast) roadway that changes names at the Ronie Street intersection to Front Street, and runs northeast parallel to the Norfolk Southern Railroad with two north-eastbound travel lanes. The cross section of Hardy Street is 46 ft wide with curb, gutter, no center turn lanes, and no sidewalks in the downtown area. Front Street is a two-lane north-eastbound Principal Arterial roadway that extends from the east end of Hardy Street northeast to Betts Street. East of Main Street, Front Street widens from 27 ft to 37 ft to provide parallel on-street parking on both sides of the road. East of Mobile/Market Street, Front Street converts from one-way to two-way traffic. Sidewalks exist on both sides of Front Street. The posted speed limit is 20 mph on Front Street. The function of E. Front Street with E. Pine Street as one-way pairs between Hardy Street and Mobile/Market Street reduces the number of conflict points. The intersection of two, two-way streets has 32 conflicting movements, while the intersection of two, one-way streets only has 5 conflicting movements. (ITE, Traffic Engineering Handbook).

Pine Street is a Principal Arterial roadway that transitions across Hardy Street from a 4 lane, two-way roadway south of Hardy Street, to a two-lane, one-way south-westbound roadway north of Hardy Street north to Mobile/Market Street, then two-way north to Betts Street. Pine Street holds a designation of Highway 11 (Hwy 11) northeast of Highway 49 to Gordon Street. While this is Hwy 11, the City maintains the ROW of this route. E Pine Street and E Front Street change classification from a Principal Arterial to a local street north of Gordon Street. Pine Street is 48 ft wide with a posted speed limit of 20 mph south of Hardy Street and 34 ft wide with a posted speed limit of 20 mph north of Hardy Street. The section of Pine Street south of the downtown area has a posted speed limit of 35 mph, and widens at signals to gain left turn lanes.

Ronie Street is a two-lane Collector roadway that extends south from the east terminus of Hardy Street at E Front Street. The cross section of Ronie Street is 28 ft wide with curb, gutter and sidewalks. Ronie Street extends south and terminates at Pauline Street. The posted speed limit is 25 mph on Ronie Street. Ronie Street extends south across the Norfolk Southern Railroad, with an at-grade rail crossing.

North Main Street is a two-lane Minor Arterial that extends southeast of old MS Highway 42 (Old Hwy 42) crossing both E Pine Street and E Front Street, with an at-grade railroad crossing over the Norfolk Southern Railroad. East of the railroad at Buschman Street, N Main Street transitions into Bay Street and extends south to terminate at Hall Street. The at-grade rail crossing is one of the few railroad crossings in the downtown area. The cross section of N Main Street southeast of Front Street is 38 ft wide with curb, gutter and sidewalks. The posted speed limit on N Main Street is 20 mph in the downtown area.

Mobile Street is a two-lane Collector Street that extends from just north of Old Hwy 42 southeast crossing Old Hwy 42 and south across the Canadian National-Illinois Central (CNIC) Railroad with an at-grade rail crossing. Mobile Street transitions into Market Street (as a two-lane Collector Street) at Batson Street and crosses both E Pine Street and E Front Street, then crosses the Norfolk Southern Railroad with an at-grade rail crossing and terminates at Buschman Street.

The cross section of Market Street consists of 36 ft of asphalt with curb and gutter. There is no posted speed limit on Market Street, however, City Ordinances restrict speeds in the downtown area to 20 mph.

Buschman Street extends northeast from the east end of Laurel Street as a two-lane roadway that runs northeast, parallel to the Norfolk Southern Railroad and terminates at Ash Street at the abandoned rail spur to the Norfolk Southern Railroad. Buschman Street is classified as a Collector Street between Laurel Street and Main Street, and as a Minor Arterial Street north of Main Street to River Avenue. The cross section of Buschman Street is 36 ft wide with curb, gutter and sidewalks. There is no posted speed limit on Buschman Street.

Bouie Street extends south of Old Highway 42 as a three-lane, 36 ft wide roadway and changes to Gordon Street at the CN-IC railroad crossing. Gordon Street extends southeast of the CN-IC railroad and terminates at E Front Street. Both Bouie Street and Gordon Street are classified as US Highway 11 and as Principal Arterial Streets. The cross section of Gordon Street is 26 ft wide with discontinuous curb, gutter and sidewalks. There is no posted speed limit on Gordon Street. Bouie Street has an urban cross section with curb, gutter and sidewalks. The posted speed limit on Bouie Street is 30 mph.

Old Highway 42 connects US Highway 49 with US Highway 11 north of the downtown area. This route was changed to "Old" Highway 42 when the Evelyn Gandy Parkway was constructed between Petal and I-59. The new route extends east of US Highway 49 along I-59, then south to Petal on the Evelyn Gandy Parkway. The old section of Highway 42, east of Highway 49, was then converted to "Old" Highway 42 and due to State law, was turned over to the City to maintain. Old Highway 42 is designated as a Minor Arterial roadway and is a three-lane roadway extending east of Highway 49, and widens to a five-lane roadway east of Bouie Street. At Bouie Street, the US Highway 11 designation continues to the east and maintains two travel lanes in each direction. The posted speed limit on Old Highway 42 is 45 mph, but reduces to 35 mph between Glendale Avenue and Main Street.

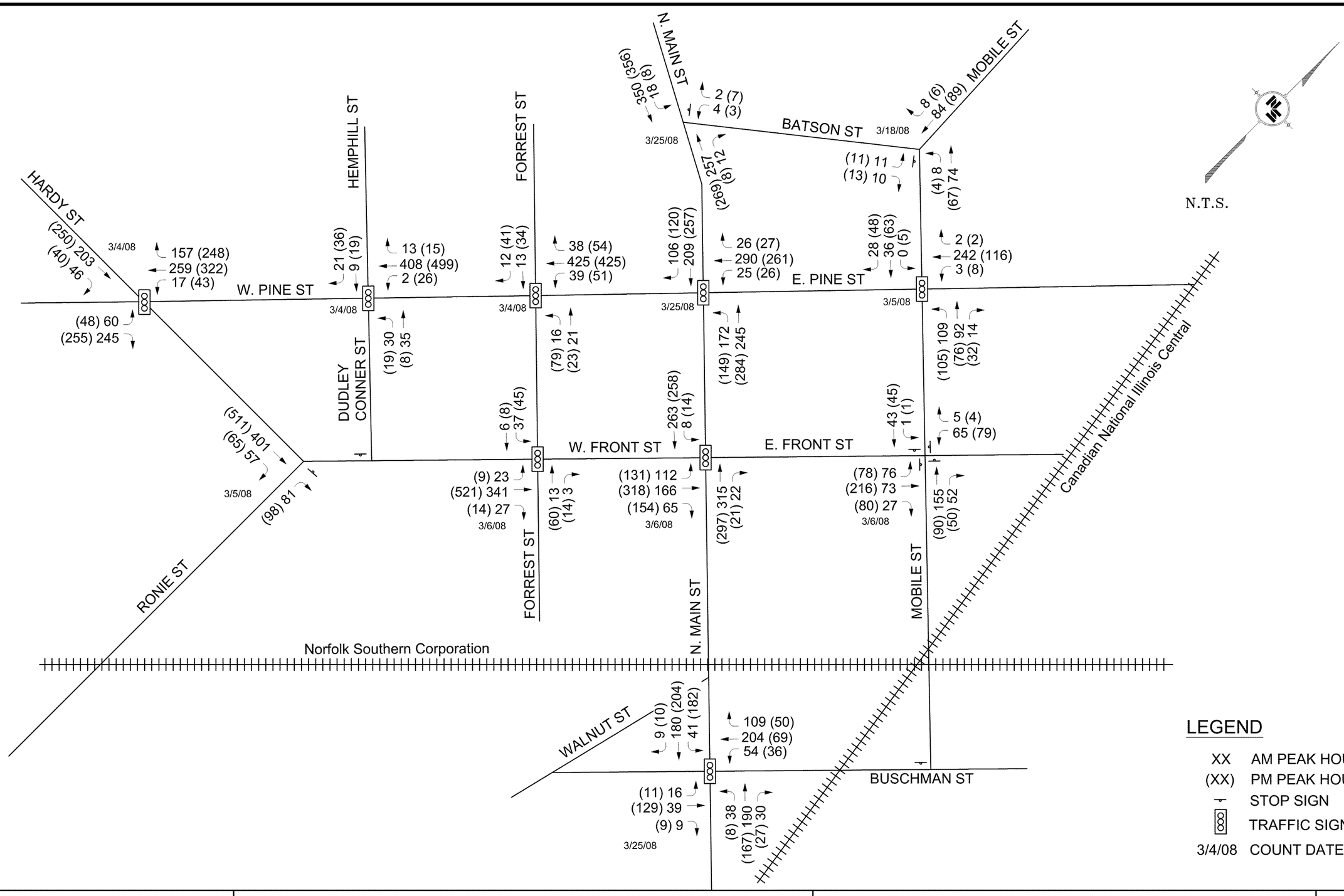
2.5 Traffic Volumes

Existing traffic volumes were documented at the study area intersections. Twelve (12)-hour turning movement counts were conducted between March 4 and March 20, 2008, on typical weekdays, to identify the existing traffic volumes at the study intersections.

The traffic counts revealed that within the project area the AM Peak hour is approximately from 7:30-8:30 AM and the PM Peak hour is approximately from 4:15-5:15 PM. The peak hour periods were used in this analysis to determine capacity and level-of-service at study intersections. The existing peak hour volumes in the downtown area are shown in Figure 3. The classification counts conducted on Old Highway 42 and at the Edwards Street/James Street intersection are shown in Figure 4 for the AM peak and in Figure 5 for the PM peak.

2.6 Capacity and Level of Service

The capacity and level-of-service (LOS) of an intersection is evaluated based on the average vehicular delay during the peak hour periods. The vehicular delays are directly related to the turning movement volumes, traffic composition and roadway geometrics at the intersection. The methodology utilized in this analysis is based on the *Highway Capacity Manual*, 2000 Edition (HCM 2000). The level-of-service, as outlined in the HCM, is reported as a letter designation of LOS A through LOS F (A is least delay and F is most delay). The traffic volumes recorded at the study intersections during the AM and PM peak hours were analyzed using the information provided in the HCM. The results of this capacity analysis are shown in Table 1.



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YEAR 2008 DOWNTOWN AREA
EXISTING TRAFFIC

FIGURE
3

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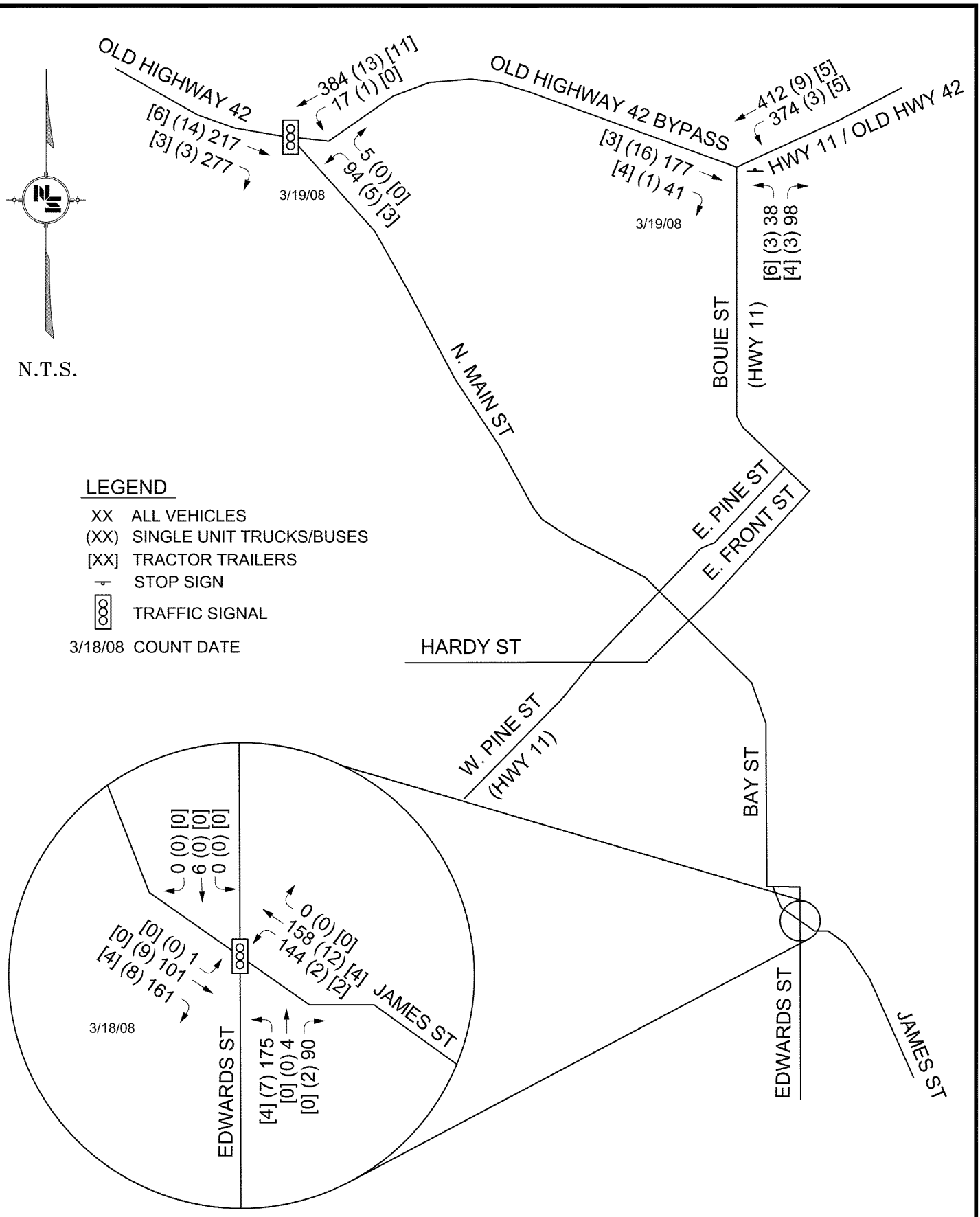

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2008 AM PEAK CLASSIFICATION COUNTS
HATTIESBURG DOWNTOWN CIRCULATION STUDY

FIGURE 4

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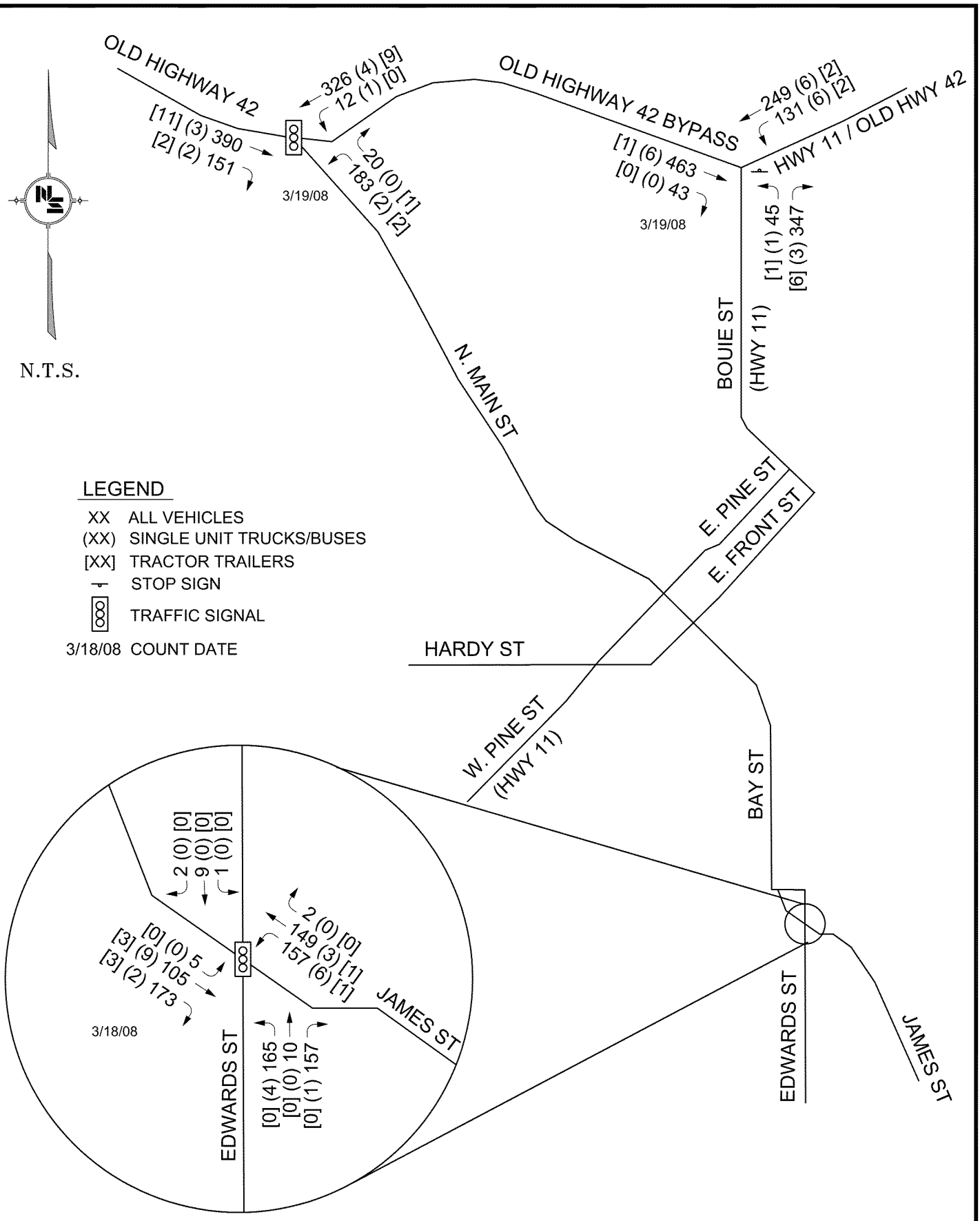

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2008 PM PEAK CLASSIFICATION COUNTS
HATTIESBURG DOWNTOWN CIRCULATION STUDY

FIGURE 5

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Table 1
Year 2008 Existing Traffic Level-of-Service

Signalized Intersection	Time Period	Intersection Level of Service				
		Northbound	Southbound	Eastbound	Westbound	TOTAL
1. W. Pine Street/ Hardy Street	AM Peak	A	A	C	--	B
	PM Peak	A	A	C	--	B
2. W. Pine Street/ Hemphill Street	AM Peak	--	A	B	B	A
	PM Peak	--	A	B	B	A
3. W. Pine Street/ Forrest Street	AM Peak	--	B	A	A	B
	PM Peak	--	B	A	A	B
4. W. Pine Street/ Main Street	AM Peak	--	C	B	B	C
	PM Peak	--	C	C	B	B
5. E. Pine Street/ Market Street	AM Peak	--	C	A	A	B
	PM Peak	--	C	A	A	B
6. W. Front Street/ Forrest Street	AM Peak	A	--	C	B	B
	PM Peak	A	--	C	B	B
7. W. Front Street/ Main Street	AM Peak	A	--	B	B	B
	PM Peak	B	--	A	B	B
8. Main Street/ Buschman Street	AM Peak	C	C	B	B	C
	PM Peak	C	C	A	B	B
9. Edwards Street/ James Street	AM Peak	B	B	D	C	C
	PM Peak	B	B	C	B	C
10. Main Street/ Old Hwy 42	AM Peak	D	--	A	A	A
	PM Peak	D	--	A	A	B

Unsignalized Intersection	Time Period	Critical Movement Level of Service											
		Northbound			Southbound			Eastbound			Westbound		
		Lt	Th	Rt	Lt	Th	Rt	Lt	Th	Rt	Lt	Th	Rt
11. W. Front St./ Ronie St.-Hardy	AM Peak	-	-	B	-	-	-	-	-	-	-	-	-
	PM Peak	-	-	B	-	-	-	-	-	-	-	-	-
12. E. Front Street/ Market Street	AM Peak	A	A	A	A	-	A	A	A	-	-	A	A
	PM Peak	B	B	B	A	-	A	A	A	-	-	A	A
13. Main Street/ Batson Street	AM Peak	-	-	-	B	-	B	A	-	-	-	-	-
	PM Peak	-	-	-	B	-	B	A	-	-	-	-	-
14. Mobile Street/ Batson Street	AM Peak	A	-	A	-	-	-	-	-	-	A	-	-
	PM Peak	A	-	A	-	-	-	-	-	-	A	-	-
15. Old Hwy 42/ Bouie Street	AM Peak	F	-	A	-	-	-	-	-	-	A	-	-
	PM Peak	C	-	B	-	-	-	-	-	-	A	-	-

Source: Neel-Schaffer, Inc., 2008.

The capacity analysis reveals that the study intersections are operating well. The intersection of Old Highway 42 with Bouie Street is a non-standard intersection that has stop control on the major street for the left turn movement that is served by dual left turn lanes. The Highway Capacity Analysis software does not model stop control on the major street and minor street, and is limited to a single left turn lane for unsignalized intersection analysis. However, this intersection was evaluated using similar geometrics, and identified that the northbound left turn movement is operating with significant delays during the AM peak hour.

2.7 Traffic Signal Warrant Analysis

The installation of a traffic control signal is based on specific criteria outlined in the Manual on Uniform Traffic Control Devices (MUTCD), 2003 edition. The MUTCD outlines a series of warrants and specific conditions that must be met to justify the installation of a signal, or the basis for maintaining a traffic signal. The volume warrants are based on the higher volume minor street approach and the combined two-way major street approach volumes.

The MUTCD, outlines eight warrants for installation of traffic signals.

Warrant

1) Eight-Hour Vehicle Volume
2) Four-Hour Vehicle Volume
3) Peak Hour
4) Pedestrian Volume
5) School Crossing
6) Coordinated Signal System
7) Crash Experience
8) Roadway Network

Three of the signal warrants are based exclusively on vehicular traffic volumes. These three volume warrants are:

1) Eight Hour Warrant – evaluates traffic volumes during the eight highest hours of the day,
2) Four Hour Warrant – evaluates traffic volumes during the four highest hours of the day,
3) Peak Hour Warrant – evaluates traffic volumes during the peak hour of the day.

The traffic volumes at the study intersections in the downtown area were compared to the threshold criterion of the 8 hour, 4 hour and peak hour warrants. A review of the traffic signal warrant evaluation is listed in Table 2 for the three volume warrants outlined in the MUTCD.

Table 2
Traffic Signal Warrant Analysis

Location	Intersection	Year	Traffic Signal Warrants Met?		
			Warrant 1	Warrant 2	Warrant 3
1	W. Pine St/Hardy St.	2008	**Yes**	**Yes**	Yes[2]
2	W. Pine St/Hemphill St.[1]	2008	--	--	--
3	W. Pine St/Forrest St.[1]	2008	--	--	--
4	W. Pine St/Main St.	2008	**Yes**	**Yes**	Yes[2]
5	E. Pine St/Market St.[1]	2008	--	--	--
6	W. Front St./Forrest St.[1]	2008	--	--	--
7	W. Front St./Main St.	2008	Yes[2]	**Yes**	**Yes**
8	Main St./Buschman St.	2008	Yes[2]	Yes[2]	Yes[2]
9	Edwards St./James St.	2008	Yes[2]	Yes[2]	Yes[2]
10	Old Hwy 42/Main St.	2008	**Yes**	**Yes**	Yes[2]
11	W. Front St.-Ronie/Hardy St.	2008	--	--	--
12	E. Front St./Market St. [1]	2008	--	--	--
13	Main St./Batson St. [1]	2008	--	--	--
14	Mobile St./Batson St. [1]	2008	--	--	--
15	Old Hwy 42/Bouie St.	2008	--	--	--

[1]Does not meet the full or reduced warrant.
[2] Meets Reduced Warrant, but not full warrant.
Source: Neel-Schaffer, Inc., 2008.

The traffic signal warrant analysis revealed that based on the existing volumes, four existing traffic signals do not meet the volume warrants.

3.0 Truck Traffic Review

3.1 Existing Truck Volumes

The existing year (2008) traffic volumes were evaluated at the intersections on Old Highway 42 and at the James Street/Edwards Street intersection. The traffic volume over the 12 hour period was reviewed to quantify the truck traffic over the 12 hour count. A summary of the classification count data is provided in Table 3.

Table 3
Truck Volumes/Percentages

Start Time	Autos	Single-Unit Trucks	Tractor-Trailers	Total Vehicles	% Single-Unit	% Tractor-Trailers	% All Trucks
Hwy 42/Main Street							
6:00	171	3	4	178	1.7%	2.2%	3.9%
7:00	314	7	3	324	2.2%	0.9%	3.1%
8:00	338	8	9	355	2.3%	2.5%	4.8%
9:00	252	10	7	269	3.7%	2.6%	6.3%
10:00	244	6	6	256	2.3%	2.3%	4.7%
11:00	275	6	5	286	2.1%	1.7%	3.8%
12:00	311	8	7	326	2.5%	2.1%	4.6%
13:00	301	9	9	319	2.8%	2.8%	5.6%
14:00	320	5	5	330	1.5%	1.5%	3.0%
15:00	304	4	9	317	1.3%	2.8%	4.1%
16:00	331	5	5	341	1.5%	1.5%	2.9%
17:00	374	1	4	379	0.3%	1.1%	1.3%
	3,535	**72**	**73**	**3,680**	**2.0%**	**2.0%**	**3.9%**
Hwy 42/Bouie Street							
6:00	234	5	4	243	2.1%	1.6%	3.7%
7:00	522	10	19	551	1.8%	3.4%	5.3%
8:00	339	11	11	361	3.0%	3.0%	6.1%
9:00	290	14	18	322	4.3%	5.6%	9.9%
10:00	366	13	14	393	3.3%	3.6%	6.9%
11:00	428	14	16	458	3.1%	3.5%	6.6%
12:00	447	9	21	477	1.9%	4.4%	6.3%
13:00	471	13	19	503	2.6%	3.8%	6.4%
14:00	463	17	8	488	3.5%	1.6%	5.1%
15:00	465	21	4	490	4.3%	0.8%	5.1%
16:00	548	10	8	566	1.8%	1.4%	3.2%
17:00	372	3	3	378	0.8%	0.8%	1.6%
	4,945	**140**	**145**	**5,230**	**2.7%**	**2.8%**	**5.4%**
Edwards St./James Street							
6:00	272	15	10	297	5.1%	3.4%	8.4%
7:00	465	36	9	510	7.1%	1.8%	8.8%
8:00	528	30	10	568	5.3%	1.8%	7.0%
9:00	370	28	12	410	6.8%	2.9%	9.8%
10:00	380	27	10	417	6.5%	2.4%	8.9%
11:00	479	31	10	520	6.0%	1.9%	7.9%
12:00	497	29	7	533	5.4%	1.3%	6.8%
13:00	452	23	10	485	4.7%	2.1%	6.8%
14:00	457	29	11	497	5.8%	2.2%	8.0%
15:00	567	20	8	595	3.4%	1.3%	4.7%
16:00	565	11	6	582	1.9%	1.0%	2.9%
17:00	526	10	8	544	1.8%	1.5%	3.3%
	5,558	**289**	**111**	**5,958**	**4.9%**	**1.9%**	**6.7%**

Source: Neel-Schaffer, Inc., 2008.

The recorded data reveals that the truck volumes traveling to and from the downtown area is approximately 4% on Main Street with 2% as heavy trucks, 5.4% on Bouie Street, with 2.8% heavy trucks, and 6.7% on Edwards/James Streets with 1.9% heavy trucks.

3.2 Existing Trucking & Area Businesses

The proximity of businesses that utilize and dispatch long haul and local haul trucking affects the volume of truck traffic in the downtown area. The locations of businesses were researched with City staff and local residents through public involvement, outreach to local business owners, and field reviews. A list of these businesses and their location, address, and contact information was compiled. The volume of truck traffic and frequency of trips was of primary interest to this analysis. Therefore, a Questionnaire was developed to document the data collected from these businesses. The business data is summarized in Table 4. A sample Questionnaire that was used to organize and compile the data is provided in Figure 6. The locations of these businesses are shown in Figure 7.

3.3 Existing Truck Routes

The City of Hattiesburg established truck routes to divert heavy trucks away from local neighborhoods, residential areas, and areas with significant pedestrian activity. The routes included in the truck route include Edwards Street, James Street, Pine Street, Hardy Street, Front Street, Main Street, Bouie Street, 4th Street, 7th Street and Old Highway 42. The existing truck routes, established through City Ordinance, are shown in Figure 8.

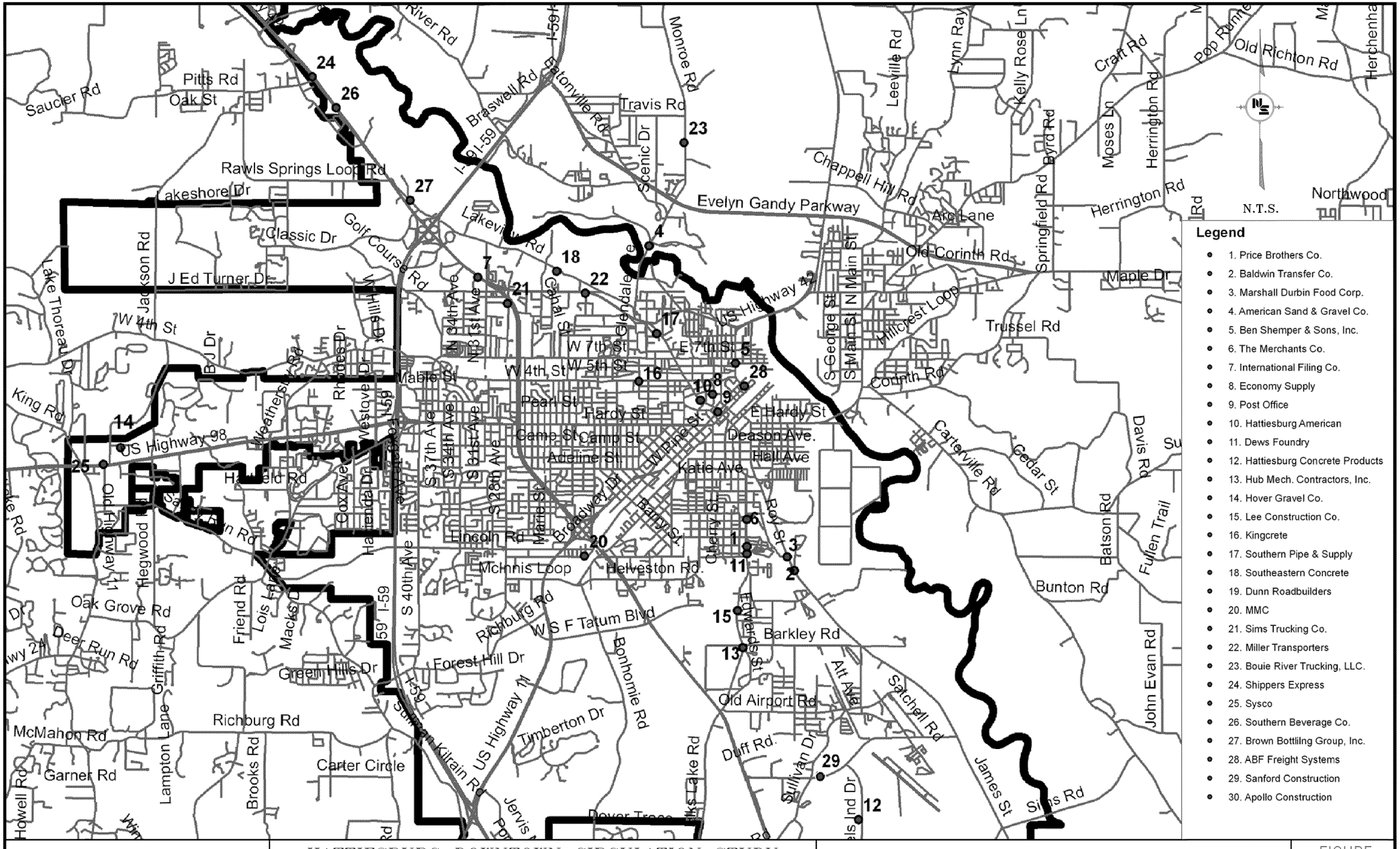
The trucks routed through the downtown streets have generated a significant public interest by the downtown businesses. Heavy trucks on narrow downtown streets creates concerns by area residents regarding pedestrian safety and the noise and vibrations associated with the movement of heavy trucks traversing the downtown streets. The truck route is the City's effort to separate heavy truck traffic from heavy pedestrian activity. The truck route through the downtown area is of particular interest to the Historic Hattiesburg Downtown Association (HHDA). The HHDA is vocal in their opposition to heavy trucks in the downtown area, and the negative impacts of these trucks.

TABLE 4

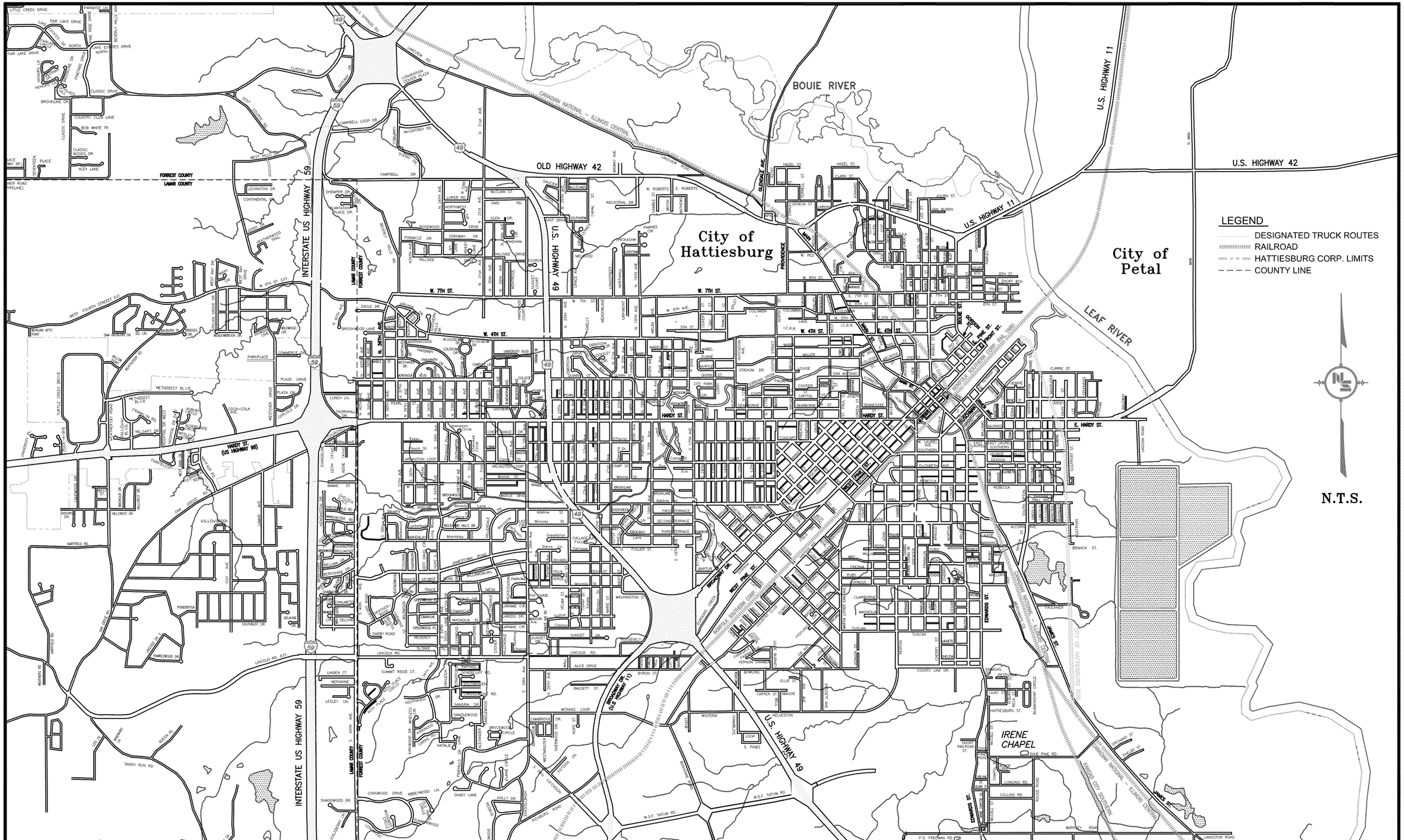
Trucking and Area Businesses						
Ref. No.	**Company Name**	**Approx. Truck Trips per Week**	**Address**	**Contact Name & Title**	**Phone**	**Interview Type**
01	Hanson - Price Brothers Company	40	1510 Edwards Street, Hattiesburg, MS 39401	Paul Stoulig	(601) 544-2455	Phone
02	Baldwin Transfer Company	75	1400 James Street, Hattiesburg, MS 39401	Robert Aultman	(601) 583-4799	Office Visit
03	Marshall Durbin Food Corporation	1000	1301 James Street Hattiesburg, MS 39401	Alan Butler - Plant Manager	(601) 544-3141	Phone
04	American Sand & Gravel Company	800	2094 Glendale Avenue, Hattiesburg, MS 39401	Tammy Rogers	(601) 584-6436	Phone
05	Ben Shemper & Sons, Inc.	605	600 E. 6th Street, Hattiesburg, MS 39401-1804	David Shemper	(601) 544-6100	Phone
06	The Merchants Company	50	1100 Edwards Street, Hattiesburg, MS 39401	Harry Crowe - Transportation	(601) 583-4351	Phone
07	International Filing Company	350	5370 Highway 42, Hattiesburg, MS 39401	Pat Kibbs	(601) 525-2200	Phone
08	Economy Supply	460	200 E. 2nd Street, Hattiesburg, MS 39401	Lance Myrick	(601) 582-1941	Phone
09	Post Office	70	220 S. 40th Avenue, Hattiesburg, MS 39402	Don Gall	(800)275-8777	Office Visit
10	Hattiesburg American	13	825 N. Main Street, Hattiesburg, MS 39401	Steven Whittington	(601) 582-4321	Phone
11	Dews Foundry	12	1600 Edwards Street, Hattiesburg, MS 39401	Ellis Acord - Traffic Manager	(601) 582-4427	Phone
12	Hattiesburg Concrete Products	205	257 W. Runnels Industrial Drive, Hattiesburg, MS 39401	Trintity Hartfield	(601) 583-2274	Phone
13	Hub Mech. Contractors, Inc.	125	2810 Edwards Street, Hattiesburg, MS 39401	George Curry, Jr. - President	(601) 582-9966	Phone
14	Hover Gravel Company	40	46 Archie Hover Drive, Hattiesburg, MS 39402	Mrs. Hover	(601) 264-8727	Phone
15	Lee Construction Company	0	1918 Edwards Street, Hattiesburg, MS 39401	Bolynda Reeves	(601) 544-0901	Phone
16	Kingcrete	4	406 North Street, Hattiesburg, MS 39401	Henry Bowman	(601)544-4037	Phone
17	Southern Pipe & Supply	40	1526 N. Main Street, Hattiesburg, MS 39401	Stacey Swafford	(601) 544-3226	Phone
18	Southeastern Concrete	605	2611 Lakeview Road, Hattiesburg, MS 39401	Doug Lambeth - Manager	(601) 545-7811	Phone
19	Dunn Roadbuilders (asphalt plant)	500	157 Chevis Lee Road, Petal, MS 39465	Joe Ishee - Truck Foreman	(601) 544-3523	Phone
20	MMC	105	1920 Byron Street, Hattiesburg, MS 39402	Donnie Russell - Operations Manager	(601) 268-9599	Phone
21	Sims Trucking Company	6	100 Simms Road, Hattiesburg, MS 39401	Don Whiddon	(601) 544-7000	Phone
22	Miller Transporters	35	101 Mixon Street, Hattiesburg, MS 39401	Brent Waller - Terminal Manager	(601) 582-8358	Phone
23	Bouie River Trucking, LLC	6	175 Monroe Road, Hattiesburg, MS 39401	Gloria Davis	(601) 545-3449	Phone
24	Shippers Express	35	7132 US Highway 49, Hattiesburg, MS 39402	Scotty Pippen	(601) 268-2836	Phone
25	Sysco	4	6409 US Highway 98, Hattiesburg, MS 39402	Blaine Tyrone	(601) 606-3355	Phone
26	Southern Beverage Company, Inc	125	6992 Highway 49, Hattiesburg, MS 39402	Bruce Johnson	(601) 268-9111	Phone
27	Brown Bottling Group, Inc.	100	70 Rawls Springs Loop Road, Hattiesburg, MS 39402	Emily Baldwin	(601) 268-2266	Office Visit
28	ABF Freight Systems	40	706 E. Pine Street, Hattiesburg, MS 39401	Toby West	(800) 435-5730	Office Visit
29	Sanford Construction	250	480 J.M. Tatum Industrial Drive, Hattiesburg, MS 39401	Terry Sanford - Owner	(601) 544-8257	Phone
30	Apollo Transportation	30	3051 Highway 11 Moselle Hattiesburg, MS 39407	Donald Lee	(601) 584-7788	Phone

Figure 6
Truck Traffic Questionnaire

NEEL-SCHAFFER Solutions you can build upon	**Truck Traffic Questionnaire**	
CONVERSATION RECORD	**REF #:**	**DATE:**
TYPE: ☐ VISIT ☐ TELEPHONE ☐ CONFERENCE		**TIME:**
LOCATION OF VISIT/CONFERENCE:		
NAME & TITLE OF PERSON(S) CONTACTED:	**BUSINESS NAME & ADDRESS:**	**TELEPHONE NO.:** / **FAX NO.:**
SUBJECT: Neel-Schaffer Proj. #6804.01 Hattiesburg Downtown Circulation Study Semi Truck Traffic Through Downtown Hattiesburg		
SUMMARY:		
Q&A: **1. What is your company's primary freight?** **2. How many semi trucks do you have in your fleet?** **3. What company do you subcontract your trucking needs to?** **4. Approximately how many trips are generated by large trucks to and from your business per weekday? On weekends? Total truck trips per week?** **5. What percentage of your total trips generated travel through downtown Hattiesburg?**		
ADDITIONAL COMMENTS;		
NAME OF PERSON DOCUMENTING CONVERSATION:		
SIGNATURE: _____	**TITLE:**	



NEEL-SCHAFFER Solutions you can build upon	HATTIESBURG DOWNTOWN CIRCULATION STUDY HATTIESBURG, MISSISSIPPI	TRUCKING COMPANY LOCATIONS FIGURE 7



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HATTIESBURG DOWNTOWN CIRCULATION STUDY
HATTIESBURG, MISSISSIPPI

TRUCK ROUTES ESTABLISHED THROUGH CITY ORDINANCE

FIGURE
8

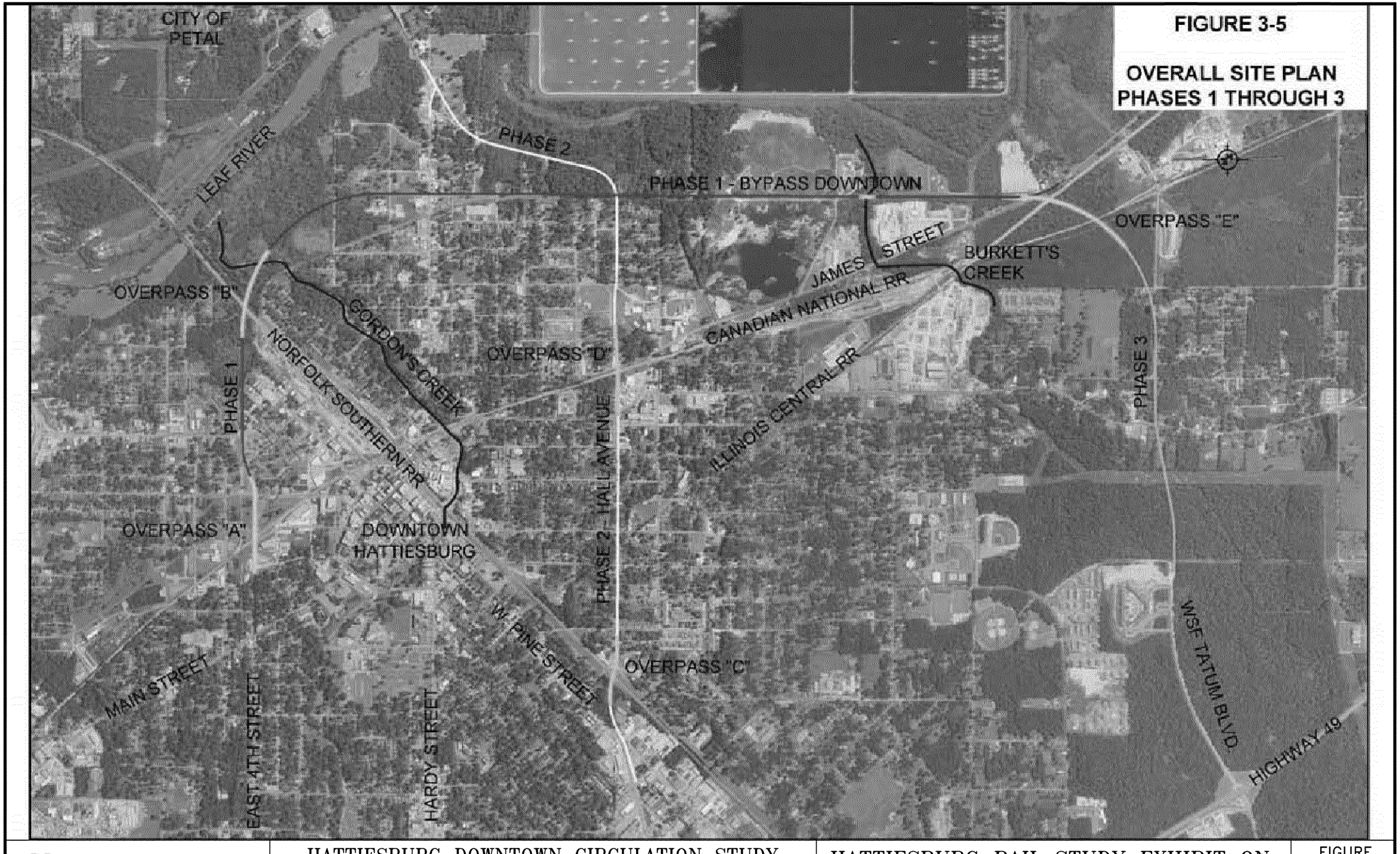
3.4 Truck Route Complications

The truck routes are not signed well, if at all. Many of the business owners we spoke with, when conducting the survey of local businesses, requested that the routes be signed clearly. The Edwards Street truck route between Highway 49 and James Street has a sign that prohibits trucks from using the roadway, even though the route is an established truck route. A bridge on this route has a weight limit of 21 Tons, which may account for the truck restrictions.

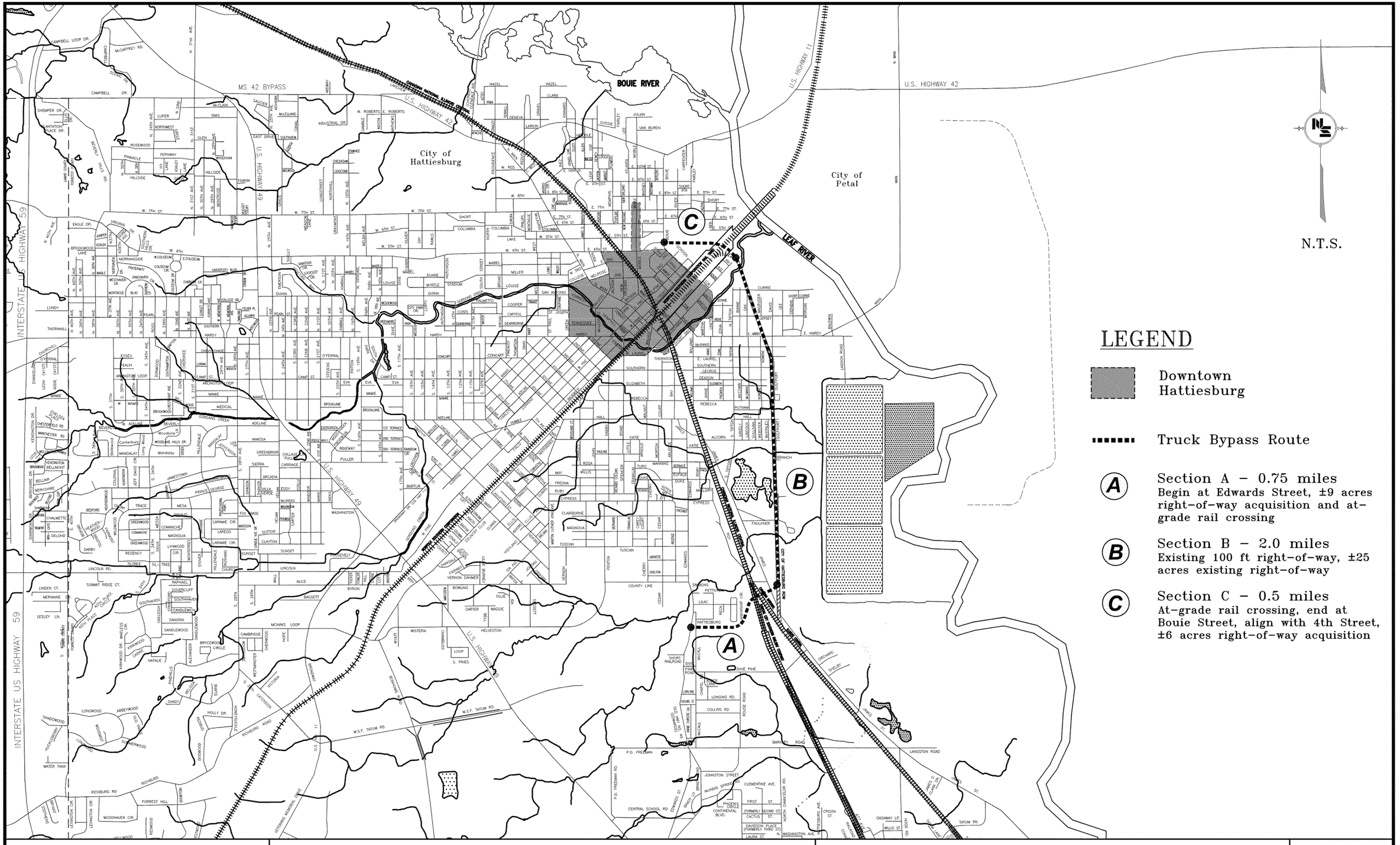
Based on conversations with Sanford Trucking, the *Federal Bridge Gross Weight Formula* restricts the operation of their tandem dump trucks from using the interstate bridges on I-59. As a result, the trucks are forced to use State Highways and City streets to access their business. The *Federal Bridge Gross Weight Formula* limits the tandem axle weight to 34,000 lbs. A copy of the *Federal Bridge Gross Weight Formula* is provided in the Appendix.

3.5 Proposed Truck Bypass Route

An abandoned railroad corridor was turned over to the City to utilize the 100 ft wide right-of-way. The use of the abandoned rail corridor as a truck bypass route is a long term solution to the diversion of truck traffic from the downtown area, that has been proposed with grade separated rail crossings. A conceptual alignment of this truck bypass route was provided in the *Hattiesburg Rail-Highway Congestion Relief Study*, outlining a route connecting from Highway 49 at Tatum Boulevard (to the south) to the east side of the downtown area. The route runs parallel to the Gulfport Street alignment, in the vicinity of the City's wastewater treatment plant. The proposal in the *Hattiesburg Rail-Highway Congestion Relief Study* included grade separated crossings of the existing active rail lines. The rail and improvement corridor from the Hattiesburg Rail-Highway Congestion Relief Study is shown in Figure 9.



NEEL-SCHAFFER Solutions you can build upon	HATTIESBURG DOWNTOWN CIRCULATION STUDY HATTIESBURG, MISSISSIPPI	HATTIESBURG RAIL STUDY EXHIBIT ON PROPOSED TRUCK BYPASS ROUTE	FIGURE 9



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HATTIESBURG DOWNTOWN CIRCULATION STUDY
HATTIESBURG, MISSISSIPPI

SHORT TERM TRUCK BYPASS ROUTE

FIGURE 10

H:\Land Projects 2008\6804-Hattiesburg\Hattiesburg files\Vicinity Map.dwg 6/17/08

An interim improvement may be utilized by constructing portions of the proposed truck route, with at-grade rail crossings, in advance of funding of the grade separated crossings. An at-grade connection between Edwards Street, traveling east 0.5 miles (crossing James Street), then north 2 miles along the Gulfport Street alignment within the abandoned rail 100 ft ROW, and curving west and extending 0.75 miles to intersect Bouie Street at 4th Street, would allow a direct bypass route that would likely be an attractive alternative to traversing the downtown area with multiple signals and all-way stop conditions. The truck bypass route would be slightly longer, but would likely provide for a shorter travel time. Truckers are most likely to take the fastest route, even with established truck ordinances. The short-term truck bypass route is shown in Figure 10. The majority of the route lies within existing ROW, with the northern and southern termini requiring ROW acquisition of approximately 15 acres.

4.0 Downtown Circulation Evaluation

4.1 Existing One-Way Streets

The existing one-way streets serve the downtown area with Front and Pine Street. According to the ITE Traffic Engineering Handbook, 5th Edition, pg 226-227, One-way streets are generally used to reduce congestion and increase the capacity of the roadway network and may improve safety. An intersection of two one-way streets has substantially fewer conflicts than the intersection of two two-way streets, as it is reduced from 32 conflict points to 5. One-way streets reduce vehicle-pedestrian and vehicle-vehicle conflicts at many intersections, preventing entrapment of pedestrians between opposing traffic streams and improving drivers' fields of vision at some intersection approaches. In some instances, one-way streets can improve traffic operations by:

- Reducing intersection delays associated with vehicle turning movement conflicts and pedestrian-vehicle conflicts,
- Allowing lane-width adjustments that increase the capacity of existing lanes,
- Reducing travel times,
- Permitting turns from one or more lanes at intersections,
- Redistributing traffic among adjacent arterial streets to relieve congestion, and
- Simplifying traffic signal timing by permitting a wider range of offsets for progressive movement of traffic, allowing offsets to achieve wider through bands, and reducing phase requirements by eliminating left-turn conflicts.

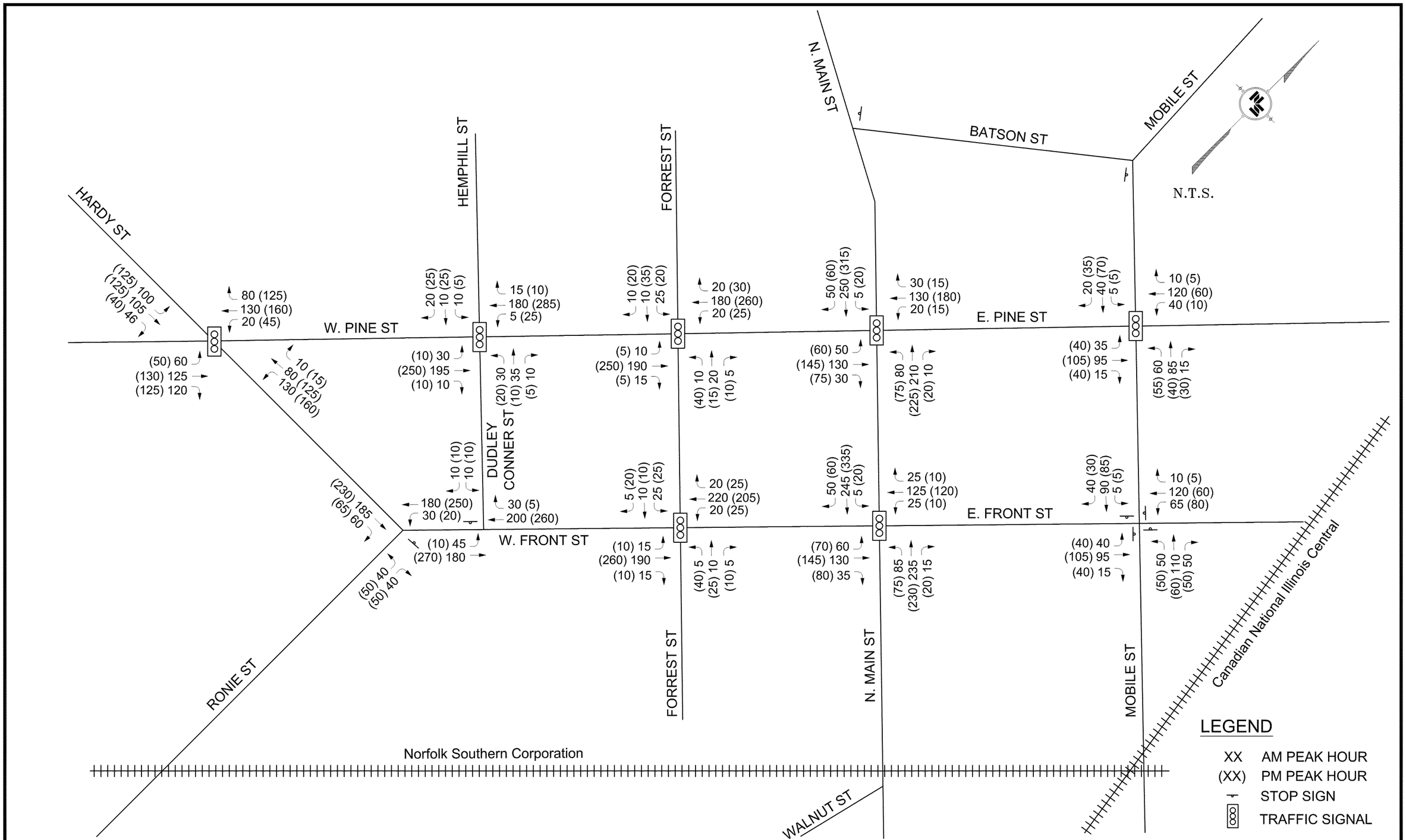
Furthermore, ITE Traffic Engineering Handbook, 5th Edition, pg 227, lists the specific implementation needs, and general rules for converting from two-way streets to one-way streets. These needs include:

- A specific traffic problem would be alleviated and the overall efficiency of the transportation system improved,
- Parallel streets of adequate capacity and suitable abutting land use, preferably not more than a block apart,
- One-way streets provide adequate traffic service to the area traversed and carry traffic through and beyond the congested area,
- Safe transition to two-way operating can be provided at the end points of the one-way sections,
- Proper transit service can be maintained,
- The streets are consistent with the master street or highway plan and compatible with abutting land uses, and
- The overall advantages significantly outweigh the disadvantages.

4.2 Conversion to Two-Way Streets

The existing year (2008) traffic volumes were evaluated at the intersections along the one-way segments of Front Street and Pine Street. The AM and PM peak hour volumes were reassigned to the study intersections utilizing two-way street access throughout the entire corridors. The traffic volumes are shown in Figure 11.

The lane assignments for the conversion are limited by the existing street widths and building locations. The areas of on-street parking would likely need to be removed to accommodate turn lanes at many of the cross streets. A preliminary review of the roadways revealed that with the elimination of on-street parking, two-way traffic, with left turn lanes at intersections could be accomplished throughout Pine Street, and on Front Street east of Main Street. The portion of Front Street between Hardy Street/Pine Street and Main Street is a two-lane segment without any on-street parking. Traffic signals would not be warranted (based on volumes) at all the intersections on these two routes, with the exception of the Main Street intersections. Both Main Street/Pine Street and Main Street/Front Street would likely meet volume warrants with the conversion to two-way traffic.



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HATTIESBURG DOWNTOWN CIRCULATION STUDY
HATTIESBURG, MISSISSIPPI

YEAR 2008 TWO-WAY TRAFFIC VOLUMES

FIGURE 11

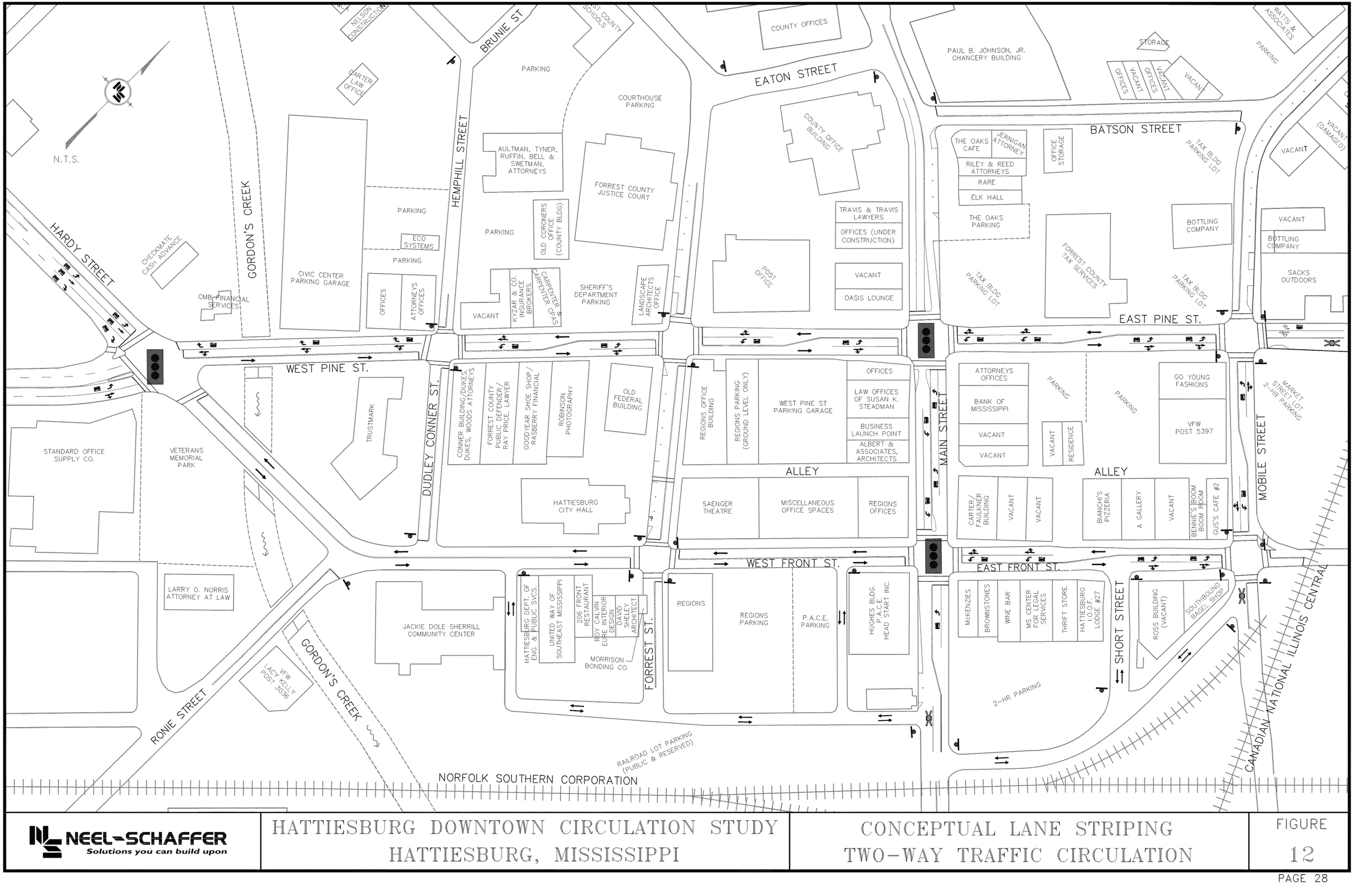
H:\Land Projects 2008\6804-Hattiesburg\Hattiesburg files\Traffic Volumes.dwg 6/17/08

To offset the lack of left turn lanes and potential intersection sight distance limitations, all-way stop control would be the likely replacement traffic control for the intersections, in the event that the traffic signals are removed. However, the volume conditions outlined in the Manual on Uniform Traffic Control Devices (MUTCD) require 300 vph for 8 hours on the major street, and 200 vph from the minor street during those same 8 hours. The conceptual traffic lane assignments and traffic control are shown in Figure 12.

5.0 Recommendations and Conclusions

The existing downtown area is operating with minimal traffic delays. The citizens are concerned about noise from trucks, and want to divert the heavy trucks from the downtown streets. Pine and Front Streets serve as the designated truck routes and are classified as US Highway 11. The restrictions on Edwards Street from weight limits, and the *Federal Bridge Gross Weight Formula* that restricts certain types of trucks from using the Interstate, create few options for truckers that have businesses located adjacent to downtown. Circuitous routes that prohibit trucks from using the downtown streets are difficult to enforce and cause drivers to use more fuel to avoid certain areas. The improvements to the truck circulation through downtown are recommended to include:

1) Provide signing that guides trucks through the designated truck routes for Hattiesburg,
2) Upgrade Edwards Street to repair the bridge that is on the truck route, but limits trucks to 21 Tons, and remove or relocate the street signs that prohibit trucks from using Edwards Street, east of US Highway 49,
3) Develop a flyer with the truck routes and distribute to the trucking companies identified within this study, to engage their cooperation and communication with their drivers,
4) Construct the short-term truck bypass route of the downtown area, to provide an efficient, attractive route for truckers in the area to use surface streets and bypass the downtown area. The short-term route would include at-grade railroad crossings at the north and south ends, until funding for grade-separated crossings could be provided. The bridges over railroads typically require 21.5 ft of vertical clearance above the rail, thus requiring the finished elevation of the roadway to be nearly 30 ft above the adjacent ground.



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Solutions you can build upon

HATTIESBURG DOWNTOWN CIRCULATION STUDY
HATTIESBURG, MISSISSIPPI

CONCEPTUAL LANE STRIPING
TWO-WAY TRAFFIC CIRCULATION

FIGURE
12

The conversion of the one-way streets to two-way streets is a more complex issue. The guidance from ITE outlines the reasons "to" convert to one-way operation, as the basis is that most streets are typically two-way when constructed and the issue of converting back from one-way to two-way is a relatively new trend in urban areas. The arguments from the public are typically the same, as they want to actually slow traffic down, rather than have it "free-flow" past businesses. The local community feels that the speed of automobiles passing by on one-way streets with connected signals makes the roadway less pedestrian friendly.

The desire by the downtown area to convert to two-way streets was addressed from different points. One reason cited to convert to two-way streets is to promote congestion so that trucks avoid the downtown area. The diversion of truck traffic should be considered, if a more attractive route can be provided to divert the trucks from the US Highway that they are currently using. Promoting congestion is not recommended, as it is more likely to result in more crashes within the corridor. Drivers are typically willing to take more risks in entering intersections without stopping or running red lights, after they have been in situations that resulted in excessive traffic delays.

The one-way streets of Pine and Front Streets can be converted to two-way traffic. The resulting traffic operations would be strained by the lack of left turn lanes. Traffic volumes on the minor streets do not meet the all-way stop criteria, however, in the absence of left turn lanes with two-way traffic, all of the traffic behind the left turner would be stopped while an acceptable gap formed in the opposing direction of traffic. In the event that traffic is converted to two-way circulation, on-street parking would need to be removed in areas that provide it, to accommodate left turn lanes at intersections. This would accomplish one goal of the downtown group, while failing at another, as the downtown group wished to increase on-street parking, not reduce it.

The traffic volumes on the downtown streets may be better served by maintaining the existing operation of one-way traffic and narrowing the through lanes in some areas down to a single lane, to allow more on-street parking, rather than trying to accommodate opposing direction of traffic. The single lane would have an impact on the traffic delays, but much less impact than converting to two-way traffic. The existing signals and lane assignments could be maintained and the on street parking increased. Some areas that have parallel parking could convert to angle parking and increase the on-street parking supply.

A review of the ITE criteria for conversion from two-way streets to one-way streets was reviewed from the opposite position to address the potential change from one-way to two-way traffic. The issues include:

1. Would a specific traffic problem be alleviated and the overall efficiency of the transportation system improved? Consensus on a specific problem could not be reached, but the overall efficiency would not be improved.
2. Do parallel streets of adequate capacity and suitable abutting land use exist, preferably not more than a block apart? Yes. Therefore maintaining one-way works well, with little diversion of traffic for access to adjacent businesses. However, two-way traffic would provide more access to adjacent land than currently exists.
3. Do one-way streets provide adequate traffic service to the area traversed and carry traffic through and beyond the congested area? Yes, as would two-way traffic.
4. Can a safe transition from one-way to two-way operations be provided at the end points of the one-way sections? Yes, for both one-way and two-way traffic.
5. Can proper transit service be maintained? Yes, with both.
6. Are the streets consistent with the master street or highway plan and compatible with abutting land uses? Yes, for both.
7. Do the overall advantages significantly outweigh the disadvantages? No.

Conversion to two-way traffic may be better served by maintaining one-way traffic. A reduction in the number of through lanes and incorporating more on-street parking is recommended, rather than converting to two-way operation.

Appendix

Federal Wage Rate Certification

This is to certify that the City of Hattiesburg will comply with the requirements of Subchapter IV of Chapter 31 of Title 40, United States Code (Federal Wage Requirements), as required by the Recovery Act.

Certified by:

Johnny L. DuPree, Ph.D.
Mayor

4/25/14
Date

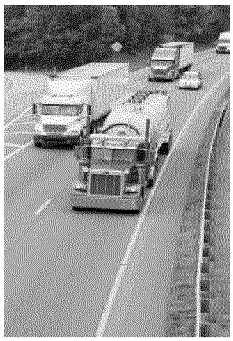
Attest:

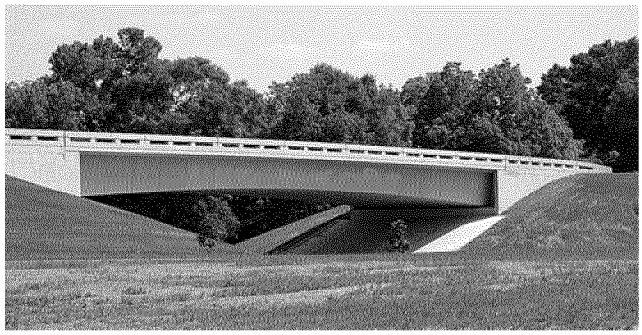
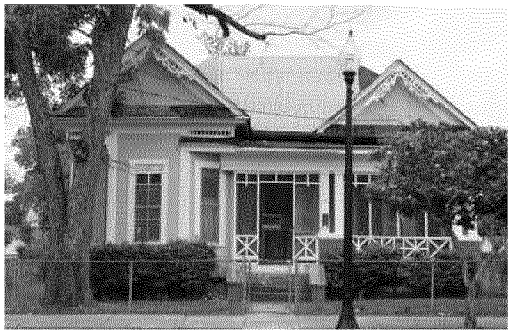
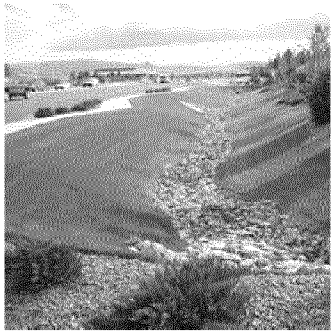
Kathleen M. Hartfield
Signature

4/25/14
Date

Administrative Assistant
Title






City of Hattiesburg, Mississippi

TWIN FORKS PARKWAY

TRANSPORTATION IMPROVEMENTS PROJECT

TIGER VI Discretionary Planning Grant Application

TIGER GRANTS

April 28, 2014

CITY OF HATTIESBURG 1884 MISSISSIPPI

TWIN FORKS PARKWAY

Key Project Information

Project Location:
Hattiesburg, Forrest County, Mississippi
District 4

Type of Application:
Project Planning

Applicant Organization:
Local Government

Project Type:
Road and Bridge (primary); Bicycle and Pedestrian (secondary); Transit (additional)

Project Financial Partners:
City of Hattiesburg

Urban/Rural Area: Urban

Project Funding:

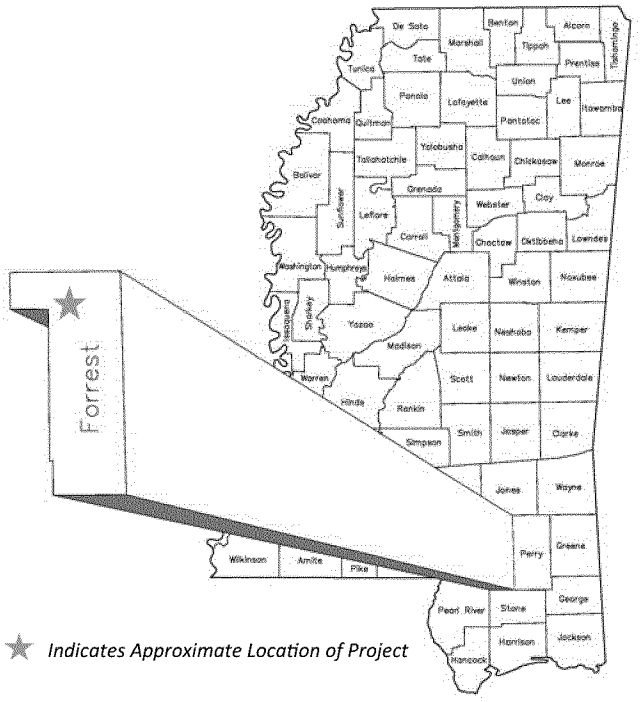
Funding Source	Amount
Federal Funding	**80%**
USDOT TIGER IV	$1,440,000
Local Funding	**20%**
City of Hattiesburg	$360,000
Project Total	***$1,800,000***

Contact Information

Project Applicant:
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project Contact:
Craig Dearman
Phone: 601.545.4640
Fax: 601.584.4885
Email: cdearman@hattiesburgms.com

Project Location



★ *Indicates Approximate Location of Project*

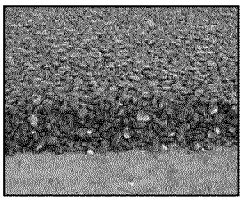
TWIN FORKS PARKWAY

The Twin Forks Parkway Transportation Improvements Project will significantly impact low-income residents of East Hattiesburg by directly connecting them to centers of employment, education and services. The project will also provide a more direct route for freight and commuter traffic between U.S. Highway 49 and U.S. Highway 42, located in the City of Petal. With the elimination of 4 highway/rail crossings, the City hopes to improve the safety of residents and prepare for upgrades to the Kansas City Southern Rail line improvements funded through the TIGER II Grant program.

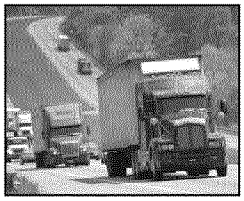
The City of Hattiesburg is requesting $1,440,000 in TIGER VI discretionary planning funds, which will be matched with $360,000 in local funds provided by the City of Hattiesburg.

The requested funds will allow the City to conduct public stakeholder workshops, conduct environmental reviews, develop preliminary engineering design drawings , and develop a benefit-cost analysis for the proposed project. The design will include a complete street network that will enhance mobility for low-income residents and provide an avenue for economic development in the Twin Forks neighborhood.

The Twin Forks Parkway meets the criterion established by USDOT in the following areas:



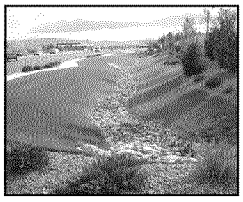
State of Good Repair
Constructs and rehabilitates current infrastructure to accommodate heavier freight traffic currently traveling narrow streets in Downtown Hattiesburg.



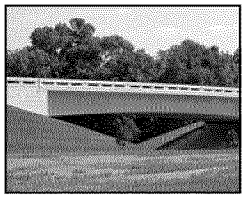
Economic Competitiveness
Provides a more direct route for freight and commuter traffic between U.S. Highway 49 and U.S. Highway 42 (Petal) with fewer delays, thereby decreasing travel time.



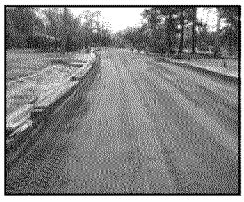
Quality of Life
Provides multi-modal access to one of the region's most blighted areas, opening the area to new development. The project also provides direct access to education and employment centers.



Environmental Sustainability
This project will redevelop an abandoned rail bed and will utilize innovative stormwater management practices to continue efforts to improve the water quality of the Leaf River.



Safety
Enhances safety by eliminating 4 rail-highway crossings and constructing 5 highway overpasses to improve access for emergency responders.



Innovation
Will utilize innovated practices when dealing with congestion, safety management, and long-term operation and maintenance.



Partnerships
Continues ongoing partnerships with the local community to improve the overall transportation network and to provide alternative modes of transportation for disadvantaged residents in the city.

Twin Forks Parkway

Transportation Improvements Project

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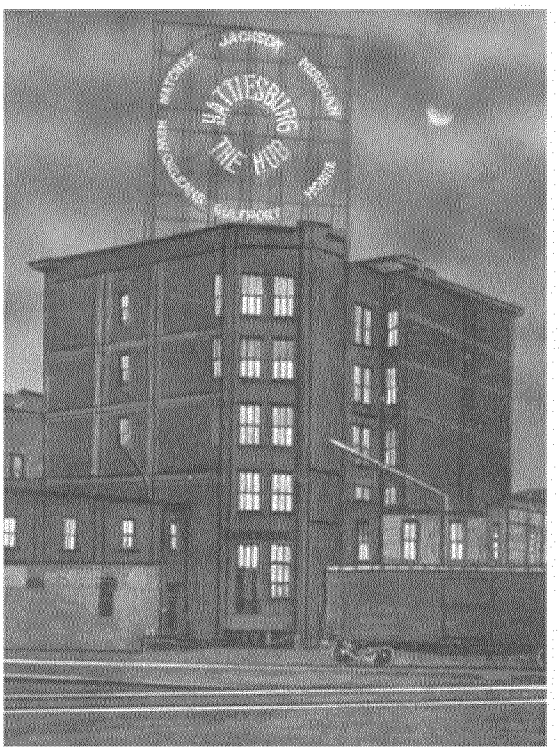
Project Background

The City of Hattiesburg was established in 1884 by Captain William H. Hardy, a prominent civil engineer. The town grew in its early years with the boom of the timber industry and the expansion of the railroad network through its boundaries. Hattiesburg quickly became known as "The Hub" with several major roads and rail lines intersecting within the city. The presence of the railroad was an asset to the growing community but it wasn't long before this asset became a liability to the town rapidly growing up around the rail lines. The railroads currently divide the City of Hattiesburg into separate distinct areas and provide a physical barrier between the Twin Forks neighborhood, Downtown Hattiesburg and the rest of the city.



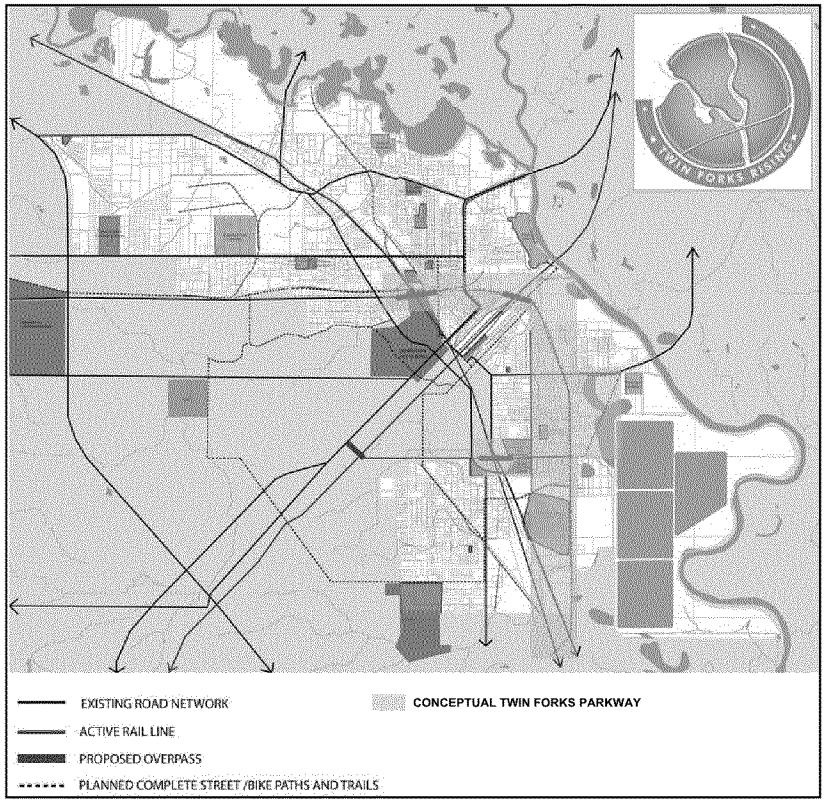
Postcard of "The Hub" sign atop the Historic Ross Building.

Approximately 10 years ago, community leaders organized the Hattiesburg Historic Downtown Association (HHDA) which has been pivotal in the redevelopment of the downtown area. This area has experienced an economic boom with the reuse of several historic structures as restaurants, retail shops, offices and nightclubs. Because the Norfolk Southern switching yard is located in Downtown Hattiesburg, traffic can be immobilized for up to 30 minutes as trains from the Port of New Orleans wait to enter the yard. These delays not only hinder local commerce in this unique and vibrant district, it prevents emergency responders from reaching residents in East Hattiesburg.

As a result of these delays, the Mississippi Department of Transportation (MDOT) initiated a rail-highway conflicts study in 2006. The purpose of the study was to evaluate existing at-grade rail-highway crossings and rail yards. Among the recommendations in the study, was the construction of a north-south connector and a shorter east-west connector to alleviate rail-highway crossings. The result of the proposed construction efforts should allow closure of six (6) rail-highway crossings and provide five (5) strategically located highway overpasses. Two of the at-grade rail-highway crossings have already been closed by the city. A copy of all the recommendations can be found in the Hattiesburg Rail-Highway Congestion Relief Study (Appendix C).


Traffic delays in Downtown Hattiesburg due to at-grade rail crossings. Photo source: Hattiesburg American

More recently, the residents of Twin Forks have also joined efforts and are pursuing implementation of the Twin Forks Rising Master Plan. This plan outlines several projects for the area, including infrastructure improvements, formation of community action groups and policy changes. One of the infrastructure improvements presented in this master plan includes the construction of the Twin Forks Parkway. The Master Plan lists the construction of four (4) of the five (5) overpasses as a short-term need to spur future development and revitalization of the Twin Forks community. The fifth overpass, Overpass E, is outlined as a long-term need for the community. A copy of the Twin Forks Rising Master Plan can be found in Appendix D.



Map of Existing Planned Project from the Twin Forks Rising Master Plan

The existing rail lines bring approximately 112 trains per week through Downtown Hattiesburg. With the TIGER I discretionary grant Port of Gulfport Railroad Improvements, it is anticipated that this number will increase to 122 trains and will allow double-stack containers at a speed of 49 miles per hour (mph) along the Kansas City Southern (KCS) railroad. These upgrades will only further impact residents in Downtown Hattiesburg and the Twin Forks area.

Project Description

The Twin Forks Parkway project is a priority to the City of Hattiesburg as a means to resolve rail-highway impacts throughout Downtown Hattiesburg, as well as to provide a more direct, safer route for commuter and freight traffic. The efforts of this planning project will include National Environmental Policy Act (NEPA), preliminary engineering design, benefit cost analysis and a public involvement campaign to encourage stakeholder input in the proposed project development.

The project, when constructed, will improve access to reliable, safe and affordable transportation for the Twin Forks community and commuters from the City of Petal, which is adjacent to Downtown Hattiesburg. The Parkway will directly connect people to Downtown Hattiesburg and Midtown which serve as major centers of employment for the region. Midtown consists of the University of Southern Mississippi (USM), Forrest General Hospital and Hattiesburg Clinic. The project will remove physical barriers that currently are limiting development in the Twin Forks community. It will also strengthen the ability of this community to attract retail and services, while at the same time providing better access to services already in place.

As shown in Figure 1, the Twin Forks Parkway will begin north of Downtown Hattiesburg at the intersection of 4th Street and North Street. It will continue east and overpass the KCS railroad and the Norfolk Southern (NS) railroad before following the former Mississippi Central Interchange railroad. This abandoned rail bed right-of-way is currently owned by the City of Hattiesburg. The Parkway will follow the abandoned rail bed to the intersection of James Street on the southern boarder of the project area. An overpass will cross the southern KCS and Canadian National (CN) rail lines and will connect into WSF Tatum Road. This portion of the parkway will provide a more direct route for freight traffic from U.S. Highway 49 to U.S. Highway 42 located within the City of Petal. The second portion of the project will begin at U.S. Highway 11 and will overpass the NS railroad to connect to Hall Avenue. At the intersection of James Street and Hall Avenue, where the Hattiesburg Police Department is located, an overpass will cross over the KCS railroad and connect into the north-south portion of this project. The east-west portion of the Parkway will continue through this intersection and will connect into East Hardy Street, which crosses over the Leaf River and into the Main Street in Petal, Mississippi. Main Street quickly turns north and connects to U.S. Highway 42. The Parkway also connects to U.S. Highway 11 on the northern project boundary which can take traffic directly to U.S. Highway 42 also. A larger version of the conceptual layout can be found in Appendix A, Project Maps.

Figure 1: Conceptual Twin Forks Parkway Alignment



The Parkway will consist of a 2-lane, divided roadway with sidewalks, lighting and landscaping. With the addition of the five (5) overpasses, it is anticipated that the City of Hattiesburg will be able to close the following four (4) at-grade railroad crossings: East 4th Street, Elizabeth Avenue, James Street and Milton Barnes Avenue. The Parkway will also tie into the Longleaf Trace, which is a 41-mile Rails-to-Trails project that begins in Prentiss, Mississippi and currently ends at the University of Southern

Mississippi Gateway in Hattiesburg, Mississippi. The Longleaf Trace is currently being extended down 4th Street to the proposed Twin Forks Parkway. When completed this Summer 2015, the Longleaf Trace will connect residents to USM, the Hattiesburg Zoo, Downtown Hattiesburg and several neighborhood parks. The Trace will eventually connect to Chain Park, a city park along the Leaf River to the north of the NS railroad and will also connect to the future East Hardy Park proposed along the Leaf River south of the NS railroad. This will provide an impressive connectivity of sidewalks and bike paths from the center of Hattiesburg (Midtown) to the Leaf River in Downtown Hattiesburg. The Twin Forks Parkway will further extend this connection to residents of the Twin Forks community and all of East Hattiesburg. This will provide residents of East Hattiesburg the opportunity to safely access major businesses, educational institutions and employment centers of Hattiesburg.

Project Partners

The City of Hattiesburg will be the lead agency in the planning and design efforts of Twin Forks Parkway and will be the recipient of the TIGER VI planning grant funds.

The primary focus of this application is design and pre-construction activities associated with the Twin Forks Parkway, but the overall project will involve a public outreach campaign to develop stakeholders for continued development of the Twin Forks community. A master plan for this community has already been developed that outlines the steps needed to revitalize the area. The Twin Forks Parkway is an essential first step to this process, because it provides uninhibited access to multi-modal infrastructure necessary for job attainment in this low-income neighborhood and provides essential nodes for retail development.

Project Funding

The City of Hattiesburg is seeking a TIGER VI discretionary planning grant in the amount of $1,440,000. The total cost of the planning efforts for Twin Forks Parkway is $1,800,000. The City of Hattiesburg has committed $360,000 from the general fund as a 20% match for the federal funds. A copy of the letter of financial support can be found in Appendix B.

Table 1: Project Funding Summary

Funding Source	Funding Amount	Percent of Funding
TIGER VI Planning Grant	$1,440,000	80%
City of Hattiesburg	$360,000	20%
Total	***$1,800,000***	***100%***

Primary Selection Criteria: Long-Term Outcomes

State of Good Repair

The Twin Forks Parkway will improve the condition of the existing transportation system by connecting the Twin Forks neighborhood with Downtown Hattiesburg and West Hattiesburg. The proposed transportation project will remove current barriers associated by several rail-highway crossings that delay or inhibit movement of traffic. This project will also improve congestion in Downtown Hattiesburg which is currently the only route from U.S. Highway 49 to the City of Petal. This will allow

freight traffic to bypass Downtown Hattiesburg and directly connect to U.S. Highway 42 inside the City of Petal.

This project improves the resilience of the overall transportation system by providing an alternate route between two major highways in the region and by providing highway overpasses in lieu of at-grade rail crossings. The first objective builds redundancy into the existing system while at the same time providing a more efficient route for commuter and freight traffic. With the construction of the Twin Forks Parkway, day-to-day commuter traffic will more easily travel between work and home with little, to no, disruption in traffic flow from the trains in Downtown Hattiesburg. This will also provide a more direct route for large freight trucks whose travel time increases as they wait for trains in order to make their delivery schedules.

The second objective, highway overpasses across major rail lines, is especially important given two recent train derailments. Traffic which is provided limited access to major highways due to train derailments can cause a massive bottleneck in the existing transportation network. Providing a grade separation from the rail lines will limit the possibilities of disrupted access to the Twin Forks Community in the case of a train derailment in the area.



Photograph from a recent train derailment which diverted traffic on I-59 for more than a day.

The Parkway is consistent with the Hattiesburg, Petal, Forrest and Lamar Metropolitan Planning Organization (MPO) Plan, the City of Hattiesburg Comprehensive Plan, the MDOT Hattiesburg Rail-Highway Relief Study, MDOT Downtown Congestion Study and the Twin Forks Rising Master Plan. This project is also consistent with the state of good repair strategies in the U.S. Department of Transportation (USDOT) Strategic Plan including improving the condition of highways and improving the condition of the transit system. The Twin Forks Parkway will relieve congestion along a freight and commuter route through Downtown Hattiesburg, it will provide additional relief through alternative transportation infrastructure, and will upgrade and expand the City's existing transit network into a disadvantaged area of the city.

If this project is not constructed, Twin Forks Rising and Downtown Hattiesburg will not reach their full revitalization potential. Freight traffic in Downtown Hattiesburg has generated significant interest by downtown businesses. These concerns include the safety of pedestrians with heavy trucks traveling the narrow downtown streets. In addition, the vibration associated with these trucks is obtrusive to neighboring businesses. The City has been studying an alternative route for freight traffic for several years in an effort to provide a more safe and walkable downtown district and to also promote continued revitalization of this area. Unimproved, Twin Forks Rising will not have the transportation network needed to spur development and revitalization. Providing direct access to the Police Department will improve the safety of the community and will improve the overall image of East Hattiesburg.

The City of Hattiesburg will maintain the additional infrastructure created by the Twin Forks Parkway through their current operation and maintenance (O&M) budget for transportation. The streets in Downtown Hattiesburg were not designed to handle the heavy loads associated with the freight traffic, while the Parkway will designed specifically with these trucks in mind. With the construction of the Twin Forks Parkway, the streets in Downtown Hattiesburg will require much less maintenance, offsetting much of the operation and maintenance costs associated with the Parkway.

The primary goal of the Twin Forks Parkway is to provide a better connected network of roadways that directly link a disadvantaged neighborhood (Twin Forks) with the rest of the city. The City of Hattiesburg has a Complete Streets ordinance that requires new transportation construction projects to make allowances for alternative forms of transportation. This project will expand the City's growing alternative transportation network by providing transit hubs, sidewalks and bike lanes. These alternative transportation modes will connect to existing infrastructure that will allow users to access Downtown Hattiesburg, USM, Forrest General Hospital, Hattiesburg Clinic and several other public spaces and commercial corridors.



Hub City Transit.

Economic Competitiveness

This project is consistent with the economic competitiveness strategies in the U.S. Department of Transportation (USDOT) Strategic Plan including improving the efficiency of freight movement, working across jurisdictional boundaries to improve the overall efficiency of the freight transportation system and addressing bottlenecks in the transportation network.

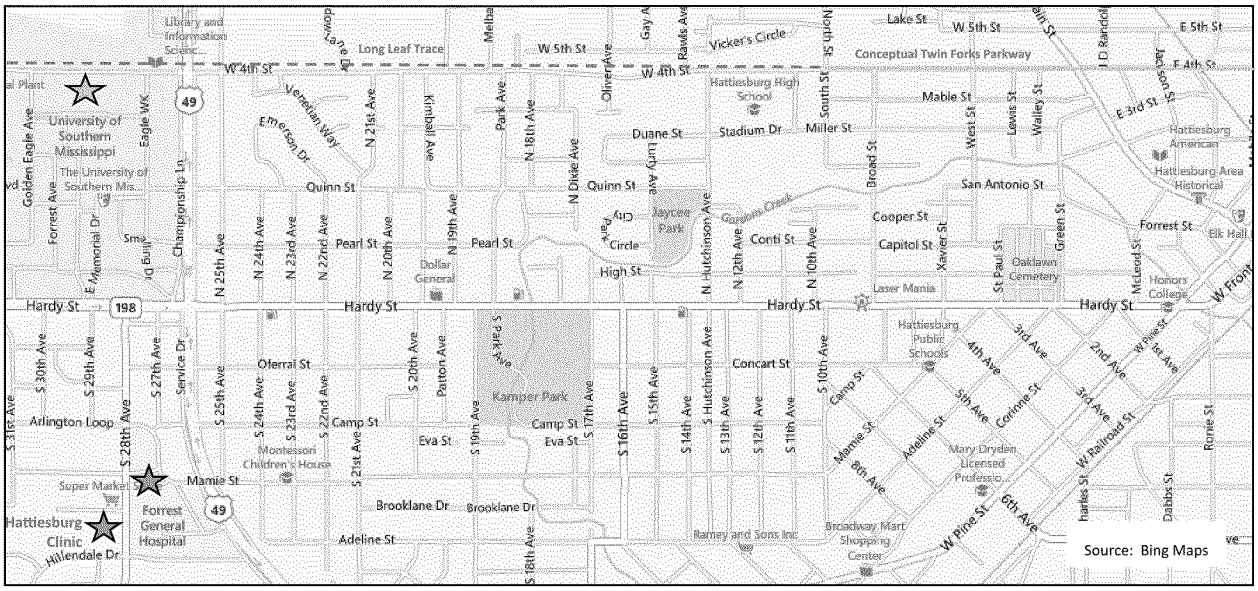
The Twin Forks Parkway will generate immediate economic competitiveness by providing current freight trucks better access to end users. It will also provide a more efficient commute for users traveling between Petal and the City of Hattiesburg to work. Finally, it's immediate impact will provide disadvantaged residents of the Twin Forks community alternate means of transportation and better access to major economic centers, Midtown and Downtown Hattiesburg. With the City's current transit system, residents could ultimately have access to the entire city and all the employment opportunities it affords. The construction of the Twin Forks Parkway will also provide less congestion in Downtown Hattiesburg which will increase the attractiveness of the area for future retail and commercial developments. This ultimately improves long-term efficiency, reliability, and cost-competitiveness in the movement of workers and goods.

In the medium- to long-term, the increased access to East Hattiesburg and the implementation of Twin Forks Rising Master Plan will increase the attractiveness of the Twin Forks community resulting in opportunities for new commercial and retail development. It is the objective of the Twin Forks Rising Master Plan that these improvements will provide minority- and women-owned businesses an

opportunity to serve their community with neighborhood stores and services. The Twin Forks Parkway will also make the Twin Forks community a safer place for families to live by providing direct access to first responders which were previously limited by the at-grade railroad crossings. This access will allow residents to feel safer in the community and increase the desire for development of new housing.

As discussed previously, the construction of the Twin Forks Parkway will provide the Twin Forks community with direct access to Downtown Hattiesburg and Midtown, the two largest centers of employment. With access to Midtown, resident will gain direct access to the University of Southern Mississippi (USM). The expansion of the transit system associated with the Parkway will also provide better access to William Carey University and Pearl River Community College. The transit expansion will also provide better access to the entire City of Hattiesburg and the employment opportunities provided therein.

Figure 2: Connectivity of Twin Forks Parkway



Quality of Life

The Twin Forks Parkway is consistent with the livable communities strategies in the U.S. Department of Transportation (USDOT) Strategic Plan including coordination with local planning processes, encouraging transportation investments integrated with local land use, expansion of transportation alternatives in community development, increasing the capacity and reach of public transportation, improving transit connectivity, investment into ADA accessible sidewalks and transit stops, and development of a seamless road network.

This project addresses all of the six "Livability Principles" developed as part of the Partnership for Sustainable Communities. Each of the livability principles is listed below with a demonstration of how the Twin Fork Parkway project meets the each principle.

Provide More Transportation Choices

The Twin Forks Parkway will expand the City's growing sidewalk and bike path network to East Hattiesburg and will connect to the 41-mile Longleaf Trace. The Parkway will eventually connect to the

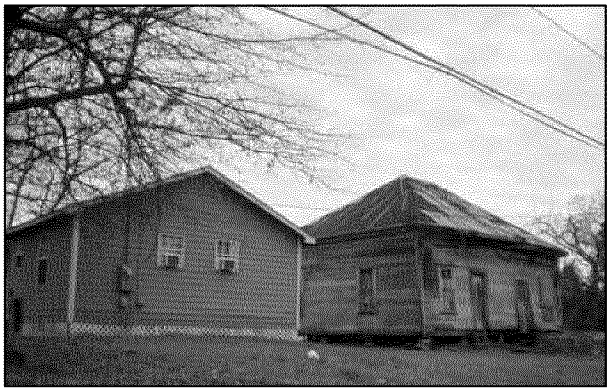
Gordon's Creek Linear Park which will provide a multi-use path connecting several additional public spaces and parks within the City of Hattiesburg. The Parkway will also upgrade existing transit stops within the Twin Forks community to provide ADA accessibility and a shelter for waiting passengers. The project also proposes to provide additional transit hubs at key nodes within the Twin Forks community.

Once constructed, the Twin Forks Parkway will directly connect to seven parks and recreational spaces, including the Hattiesburg Zoo, Longleaf Trace and Chain Park. It will enjoy future connectivity to an additional eight parks upon the completion of the Gordon's Creek Linear Park. This linear park is currently under construction in Downtown Hattiesburg with future connections taking residents west to the Hattiesburg Zoo and east to Chain Park. The Parkway will also connect to East Hardy Park that has just completed a conceptual design phase and will be located in the Twin Forks community.

With the current success the City of Hattiesburg enjoys with its existing bike paths, sidewalks and transit network, one can only anticipate the success that the expansion of these services into a disadvantaged community will provide.

Promote Equitable, Affordable Housing

Property values in the Twin Forks neighborhood are a significant issue for future development. Low property values currently reflect the existing housing stock and the desire of developers to locate in the district. The construction of the Twin Forks Parkway will increase property values and will improve the desirability of the community for commercial and retail development. This change in perception will also increase the desirability of this area for residential development.



An occupied house in the Twin Forks neighborhood next to an abandoned, dilapidated home.

Enhance Economic Competitiveness

As stated throughout this document, the Twin Forks Parkway will provide immediate connectivity to Downtown Hattiesburg and Midtown for the disadvantaged community of Twin Forks. This will provide access to employment and educational opportunities at some of the regions largest employers, including the University of Southern Mississippi (USM), Forrest General Hospital and Hattiesburg Clinic. Improved connection to Downtown Hattiesburg will provide access to government jobs at Federal, state and local government offices located in this district. With the expansion of the transit system into the Twin Forks neighborhood, the ability of residents to access William Carey University (WCU) and Pearl River Community College will increase.

The Parkway will improve connectivity from the City of Petal to the City of Hattiesburg, allowing commuters to more easily access places of employment while allowing the movement of freight through Petal and Hattiesburg with fewer delays.

With the removal of the barriers associated with the at-grade rail crossings, the Twin Forks community can begin full implementation of the Twin Forks Rising Master Plan. The Twin Forks Rising Master Plan encourages the development of new small-scale enterprises and supports the growth of existing local

businesses to increase economic development opportunities and the promotion of light industrial activities in designated areas to increase job opportunities.

Support Existing Communities

The Twin Forks Parkway embodies this principle in that it directly affects revitalization of the Twin Forks community of East Hattiesburg. This project will remove the barriers caused by the existing at-grade rail-highway crossing to better connect the community with the rest of the city. This is the first step to implementation of the Twin Forks Rising Master Plan that lays out the steps to revitalize the entire community and bring retail and services back to this blighted community.

The project will utilize an abandoned rail bed for the largest portion of the Parkway, recycling land that is currently vacant. The revitalization efforts spurred by the construction of the Parkway will redevelop vacant lots and lots that have been abandoned and left in disarray.

Coordinate with Policies and Leveraging Investments

The Twin Forks Parkway is the culmination of planning efforts and studies conducted by the City of Hattiesburg since 2006. Each of these documents reiterate the benefits of the Parkway based on the expansion of the transportation system and the route provided to freight and commuter traffic. The Twin Forks Master Plan and the Hattiesburg Comprehensive Plan take this further by utilizing existing land uses and looking towards future land uses to realize the benefit of the Parkway to revitalization of the Twin Forks community.

Value Communities and Neighborhoods

The Twin Forks Parkway will follow the Complete Streets ordinance of the City of Hattiesburg and will provide for bicycle, pedestrian and transit uses. In addition, the Parkway will connect into existing bike paths and sidewalks expanding the current transit system. The Parkway will be of further value to the community with the elimination of 4 rail-highway crossings, providing five (5) highway overpasses which will include a bike path and sidewalks.

Environmental Sustainability

The Twin Forks Parkway project is consistent with the environmental sustainability strategies in the U.S. Department of Transportation (USDOT) Strategic Plan including promotion of bike/pedestrian modalities.

The project will reduce greenhouse gas emissions and reduce dependence on foreign oil by providing a more direct route for freight and commuter traffic which will limit stops and starts resulting in lower CO_2 emissions. The project will also reduce air pollution by encouraging the use of alternative modes of transportation, such as walking, biking or utilization of the City's transit system.

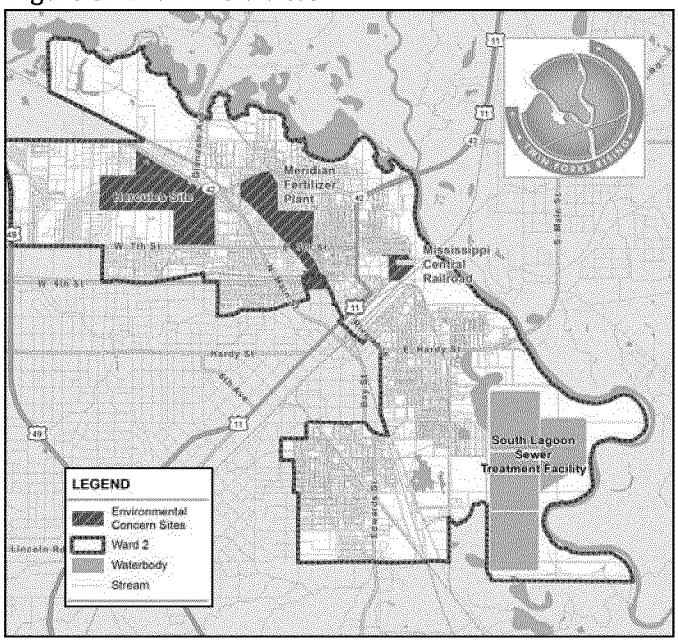
The project will also be very cognizant of storm water drainage as it is located near the Leaf River and crosses Gordon's Creek a major drainage way for the City's storm water. As a result, the project will utilize the latest storm water mitigation techniques to limit any additional strain on these waterways. Proper storm water management is essential to protect the neighboring community of Twin Forks from flooding and to protect the water quality of Hattiesburg's two greatest natural resources.

Since the Parkway will utilize an abandoned rail bed, it is not anticipated that the project will affect wetlands and endangered species. A Phase I Environmental Site Assessment (ESA) has already been conducted on a majority of the north-south portion of the parkway. The north-south leg of the

Parkway was reviewed and the report recommended the site for future development for motorized and non-motorized transportation uses. The Phase I ESA did report findings of illegal dumping along the route. It is anticipated that this is due to the lack of activity in the area making it ideal for illegal activities. The construction of the Parkway will promote development in the area which will deter future illegal dumping activities. One section of the proposed route did contain a closed landfill dating prior to Subtitle D regulations. A Phase II ESA was recommended for this portion of the route and will be completed as part of the pre-construction activities.

The Twin Forks community is also home to several Brownfield sites, see Figure 3. Construction of the Twin Forks Parkway will provide the backbone transportation infrastructure necessary to promotes the redevelopment of these sites as outlined in the Twin Forks Master Plan.

Figure 3: Brownfield Sites



As discussed previously, this project improves the resiliency of the transportation system by providing redundancy through the development of an alternate route between two major highways used for freight transport, provides alternative modes of transportation an area that lacks these alternatives, and provides a separation of the rail and highway system that limit downtime of the system in the case of a train derailment. The overpasses will also limit conflicts between trains and vehicles which will limit potential accidents that debilitate both the rail and highway networks.

Safety

The Twin Forks Parkway will eliminate four (4) rail-highway grade crossing through the construction of five (5) strategically located highway overpasses. This will provide the necessary access to East Hattiesburg and the City of Petal and will eliminate the hazards of the existing rail-highway at-grade crossings.

By providing an alternate route, other than Downtown Hattiesburg, for commuter and freight traffic, the project will increase the safety of downtown pedestrians. The City of Hattiesburg has worked tirelessly to promote the downtown area as a pedestrian-friendly, walkable district. The reduction in freight traffic will directly improve the safety of pedestrians in the district.

Construction of the overpasses will provide the greatest benefit to residents of the Twin Forks community by removing the barrier of at-grade crossings. Trains traveling the rail lines frequently block vital crossings hindering ambulances, fire trucks and police officers from providing lifesaving and vital services to the Twin Forks community. The construction of the Hall Street Overpass (Overpass E) will directly connect the police station, located at the intersection of Hall Street and James Street, with

residents in East Hattiesburg. If a train stops along the rail line near the police station, it delays the ability if police officer's to protect and serve the residents of this portion of the city. It is critical to the safety of residents in Twin Forks to realize the construction of the northern four overpasses.

This project is also consistent with the safety strategies in the U.S. Department of Transportation (USDOT) Strategic Plan by including closing four (4) grade crossings.

Secondary Selection Criteria

Innovation

During the planning phase of the Twin Forks Parkway, the City of Hattiesburg will be sensitive to innovative practices in congestion management, safety management, asset management and long-term operation and maintenance.

Partnership

Jurisdictional & Stakeholder Collaboration

One of the components of the Twin Forks Parkway planning grant request is to establish stakeholders within the community to champion the implementation of this project and other projects recommended in the Twin Forks Rising Master Plan. As part of this project, the design team will coordinate with community stakeholders to develop a final alignment that is in-line with the community's plans for Twin Forks and is also functional from the aspect of re-routing traffic around Downtown Hattiesburg. These efforts are intended to develop community stakeholders who will support, both physically and financially, the efforts of the Parkway project.

Disciplinary Integration

The Twin Forks Parkway is the product of several planning efforts conducted by the region, including the Hattiesburg Comprehensive Plan, the MPO Plan, the Hattiesburg Rail-Highway Congestion Study, the Downtown Hattiesburg Circulation Study and the Twin Forks Rising Master Plan.

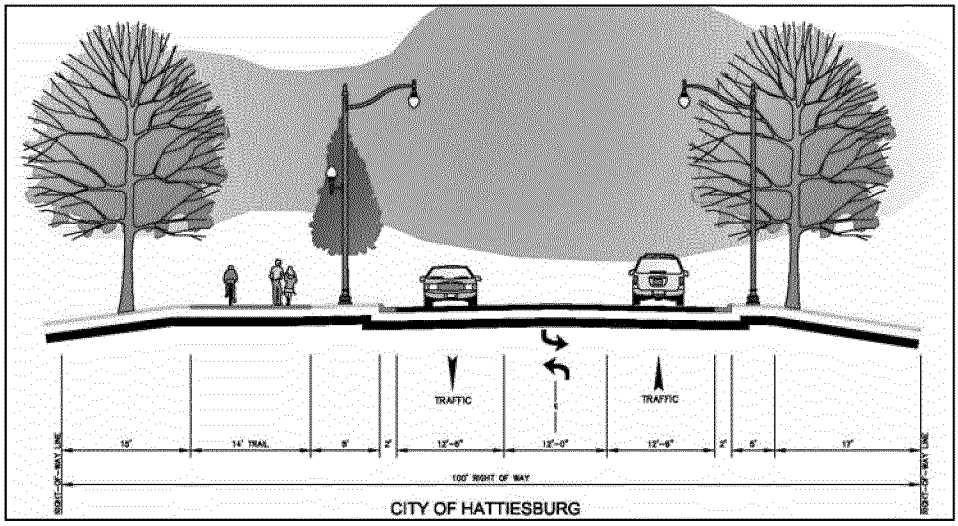
Project Readiness

Technical Feasibility

The Twin Forks Parkway planning efforts will include National Environmental Policy Act (NEPA), engineering design, benefit cost analysis and a public involvement campaign to encourage stakeholder input in the proposed project development. The project will begin upon notification of award of a TIGER VI planning grant. The project will proceed forward with NEPA efforts and a public involvement campaign. Once a steering committee is established, engineering design will begin resulting in a final roadway alignment. The benefit-cost analysis will be completed shortly after approval of the final alignment to finalize the pre-construction activities.

The Twin Forks Parkway will begin north of Downtown Hattiesburg at the intersection of 4th Street and North Street. It will continue east and overpass the KCS railroad and the Norfolk Southern (NS) railroad before following the former Mississippi Central Interchange railroad. The Parkway will follow the abandoned rail bed to the intersection of James Street on the southern boarder of the project area. An overpass will cross the southern KCS and Canadian National (CN) rail lines and the Parkway will complete its connection into WSF Tatum Road. The second portion of the project will begin at U.S. Highway 11 and will overpass the NS railroad to connect to Hall Avenue. At the intersection of James Street and Hall Avenue, an overpass will cross over the KCS railroad and connect into the north-south

leg of this project. The east-west portion of the Parkway will continue through this intersection and will connect into East Hardy Street, which crosses into the City of Petal and connects into U.S. Highway 42.



Typical Section of the Twin Forks Parkway

The Parkway will consist of a 2-lane, divided roadway with sidewalks, lighting and landscaping. With the addition of the five (5) overpasses, it is anticipated that the City of Hattiesburg will be able to close the following four (4) at-grade railroad crossings: East 4th Street, Elizabeth Avenue, James Street and Milton Barnes Avenue.

Financial Feasibility

The City of Hattiesburg has been successful managing several Federal grants for planning and construction projects and has been recently awarded two Transportation Alternatives Program grants for sidewalk projects within the city. Table 2, shows some other recent projects that included federal dollars.

Table 2 - Recent Federal Grant Funded Projects

Project	Project Year	Total Cost	Federal Cost
TIGER II Planning Grant - Midtown Master Plan	2011	$300,000	$150,000
Chain Park (Phases I, II and III)	2010, 2011, 2012	$1,972,252	$1,834,307
South Lagoon Aeration Project (K-CDBG/DOE)	2010	$3,450,000	$3,198,000
USACE - Program 592 Projects	2011	$6,000,000	$4,500,000
Hardy Street Widening Project	2013	$1,410,000	$576,000
4th Street - Phase I	2014	$4,094,581	$3,206,880

In an effort to prioritize essential funding for design of the Twin Forks Parkway, the cost estimate for the Parkway will be broken into two phases. Phase I includes the four (4) northern overpasses (Overpasses A, B, C, and D) and includes the north-south leg of the parkway from North Street to the intersection of Hall Street. Phase I will also include the east-west leg of the parkway from U.S. Highway 11 through Hall Street connecting to East Hardy Street. Phase II will include the south overpass (Overpass E) and will also include the north-south leg of the parkway from the intersection of Hall

Street and extend to WSF Tatum Road. See Figure 4 for a map of the phases as outlined above. This phased approach will allow the City to optimize funding granted to achieve a design for the northern portion of the Parkway, which will be of the most immediate benefit to the Twin Forks community . The city still has the southern half of the Parkway as a priority which they hope to also be funded through the TIGER VI planning grant. Table 3 provides a breakdown of pre-construction activity costs for the Twin Forks Parkway project. As outlined in previous sections of this application, these activities will include environmental approvals, preliminary design engineering, public involvement, and a benefit-cost analysis.

Figure 4: Twin Forks Parkway - Phased Approach



Table 3 : Twin Forks Parkway Pre-Construction Activities Cost Estimate

Pre-Construction Activity	Phase I Cost	Phase II Cost	Total Cost
NEPA	$210,263	$57,330	$271,600
Preliminary Design Engineering	$1,067,362	$286,650	$1,347,900
Public Involvement	$28,035	$7,644	$35,700
Benefit-Cost Analysis	$112,140	$30,576	$144,800
Total	$1,417,800	$382,200	$1,800,000

Table 4 below, breaks down the pre-construction activities into funding sources and uses of funding.

Table 4 - Funding Sources

Funding Source	Funding Type	Funding Amount	% of Total	Use of Funding
TIGER VI Planning Grant	Federal	$1,440,000	80%	Preliminary Design Engineering & BCA
City of Hattiesburg	Local	$360,000	20%	NEPA, Public Involvement, and BCA

Project Schedule

As shown in Table 5, the Twin Forks Parkway Project is anticipated to take 18 months to complete. Once TIGER VI planning grant funds are awarded, the project will kick-off with public participation and outreach to develop a steering committee and community stakeholders. Public forums will be held throughout the design process to gather public input and community support for the project. Environmental reviews will begin almost immediately after funding is available with engineering design following shortly thereafter. The benefit-cost analysis will also begin upon approval of final alignment. At the completion of this project, the City of Hattiesburg and the Twin Forks community will have a shovel-ready project and will begin seeking additional funding sources for construction of this essential transportation network.

Legislative Approvals

This project is located exclusively within the City of Hattiesburg in Forrest County. The City of Hattiesburg has authorized the pursuit of this funding. No legislative approvals are necessary for the design of the Twin Forks Parkway.

Table 5 - Project Schedule

Activity	2014						2015												2016		
	3rd Qtr			4th Qtr			1st Qtr			2nd Qtr			3rd Qtr			4th Qtr			1st Qtr		
Project Kick-Off																					
Public Participation & Outreach																					
Environmental Reviews & Approvals (NEPA)																					
Preliminary Engineering Design																					
Benefit-Cost Analysis																					

State and Local Planning

The Twin Forks Parkway is a defined objective in the Hattiesburg, Petal, Forrest and Lamar Metropolitan Planning Organization (MPO) Plan, the Hattiesburg Comprehensive Plan, and the Twin Forks Rising Master Plan.

Informational Websites:

While many of the reports and documents discussed in this application are included as appendix items, a few of them were available on the City of Hattiesburg website. A link has been provided to both documents below:

- Hattiesburg Comprehensive Plan
- MPO Plan

Federal Wage Rate Certification

The City has provided a Federal Wage Rate Certification. This certification can be found in Appendix F.

Please wait...

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City of Hattiesburg, MS

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

Master

File Number: 2014-1137

File ID:	2014-1137	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/14/2014
Brief Title:	Monthly budget report			**Final Action:**	
				Minute Book Number:	MB2014-145

Title:
Acknowledge receipt of monthly budget report for the month ending April 30, 2014, on permanent file in the City Clerk's office.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Copy of All Expenditures APRIL 2014, Copy of All Revenues APRIL 2014	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014					

Text of Legislative File 2014-1137

Title

Acknowledge receipt of monthly budget report for the month ending April 30, 2014, on permanent file in the City Clerk's office.

Summary

Monthly budget report.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

			CITY OF HATTIESBURG							
	001003 - GENERAL FUND-CITY COUNCIL		EXPENDITURE REPORT							05/01/14
			7 Months Ending 04/30/14							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
10,809	REGULAR WAGES	4000	145,080		80,646	64,434	58%	56%	(6,829)	-5%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
10,809	**SALARIES**		**145,080**		**80,646**	**64,434**	**58%**	**56%**	**(6,829)**	**-5%**
	EMPLOYEE BENEFITS									
1,702	STATE RETIREMENT	4600	22,220		12,568	9,652	58%	57%	(675)	-3%
779	F.I.C.A. TAXES	4700	11,100		5,797	5,303	58%	52%	(1,162)	-10%
2,328	HOSPITALIZATION INS.	4800	31,320		17,880	13,440	58%	57%	(668)	-2%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	495			495	58%	0%	(495)	-100%
4,810	**EMPLOYEE BENEFITS**		**65,135**		**36,245**	**28,890**	**58%**	**56%**	**(3,000)**	**-5%**
15,618	**PERSONAL SERVICES**		**210,215**		**116,891**	**93,324**	**58%**	**56%**	**(9,830)**	**-5%**
	OFFICE SUPPLIES									
	PAPER	5003	300			300	58%	0%	(300)	-100%
	PRINTED FORMS	5005								
49	OTHER EXPENDABLE OFF.S	5010	1,200		289	911	58%	24%	(704)	-59%
	MINOR OFFICE EQUIP/FUR	5020								
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070	300	182		118	58%	0%	(300)	-100%
	COMPUTER SUPPLIES	5080	800			800	58%	0%	(800)	-100%
49	**OFFICE SUPPLIES**		**2,600**	**182**	**289**	**2,129**	**58%**	**11%**	**(2,104)**	**-81%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110	500			500	58%	0%	(500)	-100%
	FOOD	5115	300		147	153	58%	49%	(48)	-16%
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								

			CITY OF HATTIESBURG							
	001003 - GENERAL FUND-CITY COUNCIL		EXPENDITURE REPORT							05/01/14
			7 Months Ending 04/30/14							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OPERATING SUPPLIES		**800**		**147**	**653**	**58%**	**18%**	**(548)**	**-69%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	MTR VEHICLE REP. PTS/S	5700								
	OTHER REPAIR/MAINT. SP	5990								
	REPAIR & MAINTENANCE									
49	**SUPPLIES AND EXPENSES**		**3,400**	**182**	**436**	**2,782**	**58%**	**13%**	**(2,652)**	**-78%**
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010	99,750		80,000	19,750	58%	80%	37,393	37%
	ARCHITECTURAL	6012								
	ENTERTAINMENT	6033								
	DATA PROCESSING	6035								
	OTHER PROFESSIONAL SER	6049								
	PROFESSIONAL SERVICE		**99,750**		**80,000**	**19,750**	**58%**	**80%**	**37,393**	**37%**
	COMMUNICATIONS									
99	TELEPHONE AND TELEGRAP	6060			751	(751)			1,287	
	POSTAGE	6070								
99	**COMMUNICATIONS**				**751**	**(751)**			**1,287**	
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	TRAVEL EXP-CLERK	6110 CLERK	2,000		723	1,277	58%	36%	(760)	-38%
	TRAVEL EXP-WARD 1	6110 WARD1	2,000	945		1,055	58%	0%	(2,000)	-100%
	TRAVEL EXP-WARD 2	6110 WARD2	1,916		1,824	92	58%	95%	1,211	63%
	TRAVEL EXP-WARD 3	6110 WARD3	2,000			2,000	58%	0%	(2,000)	-100%
	TRAVEL EXP-WARD 4	6110 WARD4	2,000			2,000	58%	0%	(2,000)	-100%
	TRAVEL EXP-WARD 5	6110 WARD5	2,000		277	1,723	58%	14%	(1,524)	-76%
	TRAVEL EXPENSE		**11,916**	**945**	**2,825**	**8,146**	**58%**	**24%**	**(7,072)**	**-59%**
	FREIGHT	6120	100			100	58%	0%	(100)	-100%
58	MESSENGER/EXPRESS SERV	6130	100		77	23	58%	77%	32	32%

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THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
58	**TRANSPORTATION**		**12,116**	**945**	**2,902**	**8,269**	**58%**	**24%**	**(7,140)**	**-59%**
	ADVERTISING									
	ADVERTISING	6150								
	ORDINANCE EXPENSE	6160								
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	BINDING	6205								
	FILM PROCESSING	6240								
	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	SURETY AND FORGERY BON	6270	2,015			2,015	58%	0%	(2,015)	-100%
	OTHER INSURANCE	6299								
	INSURANCE		**2,015**			**2,015**	**58%**	**0%**	**(2,015)**	**-100%**
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384								
	OTHER REPAIRS AND MAIN	6399	1,000			1,000	58%	0%	(1,000)	-100%
	REPR/MAINT-OUTSIDE L		**1,000**			**1,000**	**58%**	**0%**	**(1,000)**	**-100%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
	RENTALS									
	OTHER SERVICES & CHARGE									
	EXHIBITIONS & PROMOTIO	6500	975			975	58%	0%	(975)	-100%
	DUES AND MEMBERSHIPS	6840	500			500	58%	0%	(500)	-100%
	REGISTRATION FEE/TUITI	6845								

			CITY OF HATTIESBURG							
	001003 - GENERAL FUND-CITY COUNCIL		EXPENDITURE REPORT							05/01/14
			7 Months Ending 04/30/14							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REG FEE/TUITION-CLERK	6845 CLERK	1,000		310	690	58%	31%	(468)	-47%
	REG FEE/TUITION-WARD	6845 WARD1	1,000			1,000	58%	0%	(1,000)	-100%
	REG FEE/TUITION-WARD	6845 WARD2	1,084		1,084		58%	100%	774	71%
	REG FEE/TUITION-WARD	6845 WARD3	1,000			1,000	58%	0%	(1,000)	-100%
	REG FEE/TUITION-WARD	6845 WARD4	1,000			1,000	58%	0%	(1,000)	-100%
(185)	REG FEE/TUITION-WARD	6845 WARD5	1,000		125	875	58%	13%	(785)	-79%
---			---	---	---	---	---	---	---	---
(185)	**REGISTRATION FEE/TU**		**6,084**		**1,519**	**4,565**	**58%**	**25%**	**(3,480)**	**-57%**
	SERVICES NOT SPECIFIED	6999								
---			---	---	---	---	---	---	---	---
(185)	**OTHER SERVICES & CHA**		**7,559**		**1,519**	**6,040**	**58%**	**20%**	**(4,955)**	**-66%**
---			---	---	---	---	---	---	---	---
(28)	**OTHER SERVICES & CHAR**		**122,440**	**945**	**85,171**	**36,324**	**58%**	**70%**	**23,567**	**19%**
	_____									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
---			---	---	---	---	---	---	---	---
	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
---			---	---	---	---	---	---	---	---
	CAPITAL OUTLAY									
---			---	---	---	---	---	---	---	---
15,640	**EXPENDITURES**		**336,055**	**1,127**	**202,498**	**132,430**	**58%**	**60%**	**11,084**	**3%**

		CITY OF HATTIESBURG							. 1
001001 - GENERAL FUND REVENUES		REVENUE REPORT							5/1/14
		7 MONTHS ENDING 04/30/14							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
TAXES-OTHER	206A								
PAYMENT IN LIEU OF TAXE	2060								
HOUSING AUTHORITY	2065	2,583			18,235	23,824	130%	31,000	7,176
MERCHANTS COMPANY	2066								
COLLECTIONS-P/Y EXCESS	2070								
	---	---	---	---	---	---	---	---	---
PAYMENT IN LIEU OF T		**2,583**			**18,235**	**23,824**	**130%**	**31,000**	**7,176**
	---	---	---	---	---	---	---	---	---
TAXES-OTHER		**2,583**			**18,235**	**23,824**	**130%**	**31,000**	**7,176**
LICENSES, PERMITS & FEES	220A								
PRIVILEGE LICENSES	2200	13,750	9,108	66%	97,059	83,891	86%	165,000	81,109
FRANCHISES	2210								
ELECTRICAL FRANCHISE	2211	241,666	634,741	262%	1,705,882	2,291,903	134%	2,900,000	608,097
SOLID WASTE OPER/FRANC	2212	18,750	8,185	43%	132,353	134,341	101%	225,000	90,659
GAS FRANCHISE	2215	16,250	95,614	588%	114,706	160,095	139%	195,000	34,905
CABLE T.V. FRANCHISE	2219	39,166			276,471	231,941	83%	470,000	238,059
	---	---	---	---	---	---	---	---	---
FRANCHISES		**315,833**	**738,540**	**233%**	**2,229,412**	**2,818,280**	**126%**	**3,790,000**	**971,720**
BLDG/INSP PERMITS & FEE	2220								
BUILDING PERMIT/INSPEC	2221	32,083	27,487	85%	226,471	228,363	100%	385,000	156,637
FIRE INSPECTION	2222								
SIGN PERMIT	2223	1,333	876	65%	9,412	8,202	87%	16,000	7,798
LAND CODE ENFORCEMENT	2224	2,666	3,221	120%	18,824	18,566	98%	32,000	13,434
GAS & PLUMBING	2225	833	500	60%	5,882	7,166	121%	10,000	2,834
ELECTRICAL INSPECTION	2226	1,250	850	68%	8,824	7,913	89%	15,000	7,087
DEMOLITION PERMIT	2227	208	300	144%	1,471	2,400	163%	2,500	100
HOUSE MOVING	2228					150			(150)
	---	---	---	---	---	---	---	---	---
BLDG/INSP PERMITS &		**38,375**	**33,234**	**86%**	**270,882**	**272,760**	**100%**	**460,500**	**187,740**
OTHER PERMITS & FEES	2230								
PUBLIC RECORDS ACCESS	2233					303			(303)
PROPERTY CLEAN-UP COST	2234	416			2,941	375	12%	5,000	4,625
TAXI BADGE PERMIT	2235	8			59	50	84%	100	50
WRECKER REGISTRATION F	2236	41	50	121%	294	300	102%	500	200
BURN OR MISC FIRE PERM	2237	83			588	600	102%	1,000	400
AMBULANCE PERMIT	2238	75			529	900	170%	900	

		CITY OF HATTIESBURG							. 1
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		7 MONTHS ENDING 04/30/14							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
ZONING PETITION FEE	2240								
ZONING CERTIFICATE FEE	2245	500	275	55%	3,529	3,615	102%	6,000	2,385
TITLE PLEDGE LICENSE F	2248								
EXAMINATION FEE	2250								
CONTRACTOR LICENSE FEE	2255								
ORDINANCE SALES	2260								
ORDINANCE VIOLATION FE	2265								
DATA PROCESSING FEES	2280								
NSF CHECK FEE	2290	41	40	97%	294	240	81%	500	260
MISC. PERMITS & FEES	2299	2,500			17,647	14,448	81%	30,000	15,553
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OTHER PERMITS & FEES		**3,666**	**365**	**9%**	**25,882**	**20,831**	**80%**	**44,000**	**23,170**
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LICENSES, PERMITS & F		**371,625**	**781,247**	**210%**	**2,623,235**	**3,195,762**	**121%**	**4,459,500**	**1,263,738**
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
JUST./USM-PROJECT SAFE	2304								
JUST./USM-POLICE CORPS	2305								
JUST.-OTHER	2307								
JUST.-COPS SECURE SCHOO	2309								
JUST.-JAIL DIVERSION	2310								
JUST.-BYRNE GRANTS	2311	1,359			9,593			16,308	16,308
JUST.-DOMESTIC PREP'06	2312	3,916			27,647	24,528	88%	47,000	22,472
JUST.-COPS IN SCHOOLS	2313								
JUST.-DOMESTIC PREPARED	2314	840			5,929	2,940	49%	10,080	7,140
JUST.-COPS METHAMPHETAM	2315								
JUST.-COPS HIRING RECOV	2316								
JUST.-UNIVERSAL COPS	2317								
JUST.-COPS TECHNOLOGY	2318								
JUST.-LLEBG '04	2319								
SAFE COMMUNITY PROJECT	2320								
NRCS-USDA STORM RELATED	2322	26,950			190,235			323,400	323,400
FHWA-STORM RELATED	2323								
FEMA-EMER. WARNING SIRE	2324								
FEMA-'04 REGIONAL RESPO	2325								
FIREFIGHTERS GRANT	2326								

		CITY OF HATTIESBURG							. 1
001001 - GENERAL FUND REVENUES		REVENUE REPORT							5/1/14
		7 MONTHS ENDING 04/30/14							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
FEMA-'05 REGIONAL RESPO	2327								
FEMA-CITIZENS CORPS	2328	403			2,845			4,837	4,837
LAW ENF.GRANTS-OTHER	2329								
FEMA/HAZARD MITIG/GENER	2336								
FEMA RELIEF	2337	85,000			600,000	321,776	53%	1,020,000	698,224
CDBG-FIRE STATION	2338								
MISC FEDERAL GRANTS	2339								
ARRA-STOP VIOLENCE GRAN	2348								
FEMA RELIEF ADMIN.	2349								
DEPT.OF DEFENSE-CAMP SH	2350								
EPA-BROWNSFIELD PROJ	2356								
HUD-MIDTOWN STUDY	2360	1,121			7,915	11,668	147%	13,455	1,787
HUD/MDA HUB CITY LOFT P	2361								
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FEDERAL GRANTS		**119,590**			**844,165**	**360,912**	**42%**	**1,435,080**	**1,074,168**
STATE GRANTS	250B								
MOSQUITO CONTROL GRANT	2504								
ARCHIVES & HISTORY	2505								
JUVENILE PREVENTION PRO	2510								
JUVENILE ACCT.INCENTIVE	2511								
EMER.SHELTER-MDA GRANT	2513								
I.P.-HYBERPLASTIC-MDA G	2514								
POLICE ACADEMY REIMB.	2515								
SOLID WASTE GRANT	2518	6,250			44,118			75,000	75,000
URBAN YOUTH CORPS MDOT	2519	2,368			16,722			28,427	28,427
DEQ GRANTS(SO.LAGOON ST	2520								
ARTS COMMISSION GRANT	2521								
BEAUTIFICATION-VARIOUS	2522								
MS CITY CORPS COUNCIL	2523								
STOP VIOLENCE GRANT	2526	1,722			12,161	11,335	93%	20,674	9,339
ALCOHOL INCENTIVE	2527	7,904	12,394	156%	55,799	41,801	74%	94,859	53,058
JUSTICE ASSISTANCE	2528								
DISASTER RELIEF	2545								
MEMA-DOMESTIC PREPAREDN	2550								
MEMA-SAFE ROOMS	2551								
MDOT GRANT-DEPOT PROJEC	2556								
MDOT GRANT-VISITOR'S CT	2557								

		CITY OF HATTIESBURG							. 1
001001 - GENERAL FUND REVENUES		REVENUE REPORT							5/1/14
		7 MONTHS ENDING 04/30/14							
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	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
MDOT GRANT-TRAFFIC STUD	2558								
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STATE GRANTS		**18,246**	**12,394**	**67%**	**128,800**	**53,136**	**41%**	**218,960**	**165,824**
STATE-SHARED REVENUE	260B								
GENERAL SALES TAX	2600	1,758,333	1,726,115	98%	12,411,765	12,224,898	98%	21,100,000	8,875,102
CITY UTILITY TAX	2601	500	288	57%	3,529	2,161	61%	6,000	3,839
SALES TAX-SRF REIMB.	2602		36,105			252,734			(252,734)
ALCOHOLIC BEV. LICENSE	2610	12,500	14,100	112%	88,235	87,300	98%	150,000	62,700
MOTOR VEH.PRIVILEGE TAX	2635	8,333	5,038	60%	58,824	56,701	96%	100,000	43,299
PAT HARRISON WATERWAY D	2665								
HATT.METROPLTN. PLANNIN	2670	33,333			235,294	63,338	26%	400,000	336,662
MISC DORMANT ACCOUNT RF	2699								
	---	---	---	---	---	---	---	---	---
STATE-SHARED REVENUE		**1,813,000**	**1,781,645**	**98%**	**12,797,647**	**12,687,132**	**99%**	**21,756,000**	**9,068,868**
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								
FORREST CTY CAMP SHELBY	2705 01								
FORREST CTY GORDON CRK	2705 02								
FORREST GENERAL CTY HOS	2706								
FORREST-INFRAST.IMPR.	2707								
LAMAR-INFRAST.IMPR.	2708								
LAMAR/FORREST-HAZ.WASTE	2709								
PETAL/F-CO FLOOD INUNDA	2718	1,720			12,141			20,640	20,640
FORREST CTY-TWIN FORKS	2719								
HPSD-COPS IN SCHOOLS	2720								
CONV.COMM/TOURISM BUREA	2725								
METRO WAGES/MILEAGE-FOR	2735	1,017			7,182	12,209	169%	12,209	
METRO NARC.O/T-FORREST	2736								
MEMA/HAZARD MITIG/GENER	2739								
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CITY/COUNTY-SHARED RE		**2,737**			**19,323**	**12,209**	**63%**	**32,849**	**20,640**
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
CRIME SCENE UNIT CONT	2855	2,083			14,706			25,000	25,000
FIRE DPT.SERV FOR OTHE	2860	416			2,941			5,000	5,000
800 MHZ RADIO ACCESS F	2865								

		CITY OF HATTIESBURG							. 1
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		7 MONTHS ENDING 04/30/14							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
POLICE/FIRE-SPECIAL DU	2870	13,333	7,760	58%	94,118	94,266	100%	160,000	65,734
P&F LATERAL TRNG REIMB	2880								
DRUG ENF.AGENCY O/T RE	2881	134			952	1,619	170%	1,619	
HOMELAND SECURITY O/T	2882					11,464			(11,464)
US MARSHALL O/T REIMB.	2883					968			(968)
FED BUREAU INVEST O/T	2884	257	1,122	436%	1,819	8,217	451%	3,093	(5,124)
PUBLIC SAFETY		**16,226**	**8,882**	**54%**	**114,536**	**116,534**	**101%**	**194,712**	**78,178**
TROLLEY SERVICE	2890								
CONV.CENTER TROLLEY FE	2895								
TROLLEY RECEIPTS	2896								
TROLLEY SERVICE									
STREETS	2900								
STREET WORK	2901								
PARKING METERS	2910	166	191	115%	1,176	1,304	110%	2,000	697
PARKING FINES	2915	1,000	1,166	116%	7,059	5,577	79%	12,000	6,424
CROSSING LIGHT FEES	2920	8			59	54	91%	100	46
LOT CLEAN-UP/HEAVY TRA	2930	83			588			1,000	1,000
CDBG LOT CLEAN-UP/DEMO	2931	416	15,000	3605%	2,941	15,000	510%	5,000	(10,000)
STREETS		**1,675**	**16,357**	**976%**	**11,824**	**21,934**	**185%**	**20,100**	**(1,834)**
SANITATION	2950								
TRASH HAULING	2960	11,666			82,353	57,868	70%	140,000	82,132
RESIDENTL WASTE COLLEC	2965	173,333			1,223,529	1,024,763	83%	2,080,000	1,055,237
SANITA-REFUND & RECOVE	2970								
SANITATION		**185,000**			**1,305,882**	**1,082,630**	**82%**	**2,220,000**	**1,137,370**
CHARGES FOR SERVICES		**202,901**	**25,239**	**12%**	**1,432,242**	**1,221,098**	**85%**	**2,434,812**	**1,213,714**
FINES AND FORFEITS	330A								
POLICE FINES	3320	116,666	114,647	98%	823,529	944,253	114%	1,400,000	455,747
CITY COURT COSTS	3321	16,666	17,942	107%	117,647	137,453	116%	200,000	62,547
CCC-JAIL REIMB.	3322	166	118	71%	1,176	437	37%	2,000	1,563
ENVIR CT-CODE VIOLATION	3323		1,590			6,576			(6,576)
ANIMAL CONTROL	3327		322			534			(534)

		CITY OF HATTIESBURG							. 1
001001 - GENERAL FUND REVENUES		REVENUE REPORT							5/1/14
		7 MONTHS ENDING 04/30/14							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
FINES AND FORFEITS		**133,500**	**134,620**	**100%**	**942,353**	**1,089,253**	**115%**	**1,602,000**	**512,747**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
OTHER INTEREST-CD'S	3403								
SAVINGS ACCOUNT/MMA	3405	333	1,186	356%	2,353	3,295	140%	4,000	705
INTEREST-GRANT MONIES	3406								
OTHER INTEREST-MMA	3407								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS		**333**	**1,186**	**356%**	**2,353**	**3,295**	**140%**	**4,000**	**705**
RENTS AND ROYALTIES	3410								
LAND	3411								
LAMAR OUTDOOR ADVERTI	3411 05								
ALWEST ADVERTISING	3411 10								
MS.POWER-HWY.42	3411 11								
TRITELL COMMUNICATION	3411 12								
LAND									
BUILDING	3412								
DEPOT FACILITY	3412 01	1,250	1,000	80%	8,824	7,413	84%	15,000	7,588
P&F ACADEMY RENTALS	3412 02								
SEXUAL ASSAULT CRISIS	3412 05								
MERCHANTS	3412 07	200	200	100%	1,412	1,200	84%	2,400	1,200
DEPOT - AMTRAK	3412 08					300			(300)
USM CELLULAR ONE RENT	3412 41								
MISC CELL TOWER REVEN	3412 45					100			(100)
HUBSOUTH/WATER TOWER	3412 62								
OTHER BLDG. RENT	3412 99					2,000			(2,000)
BUILDING		**1,450**	**1,200**	**82%**	**10,235**	**11,013**	**107%**	**17,400**	**6,388**
PARKING GARAGE-CIVIC C	3415	2,500	2,355	94%	17,647	18,059	102%	30,000	11,941
PARKING GARAGE-PINE ST	3416	2,916	2,430	83%	20,588	20,967	101%	35,000	14,033
PARKING SPACES	3417								
MAIN STREET PARKING L	3417 01	375			2,647	4,480	169%	4,500	20

		CITY OF HATTIESBURG						. 1
001001 - GENERAL FUND REVENUES		REVENUE REPORT						5/1/14
		7 MONTHS ENDING 04/30/14						
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CHURCH PARKING LOT	3417 02	416	375	90%	2,941	2,925	99%	5,000	2,075
RAILROAD PARKING LOT	3417 03	1,170	1,200	102%	8,259	8,820	106%	14,040	5,220
MOBILE ST. PKG.LOT #1	3417 04	275	80	29%	1,941	1,360	70%	3,300	1,940
MOBILE ST. PKG.LOT #2	3417 05								
BATSON STREET PKG. LO	3417 06								
HEMPHILL PKG. LOT	3417 07	150	150	100%	1,059	1,050	99%	1,800	750
EAST PINE PKG.LOT	3417 08	41			294	300	102%	500	200
OTHER	3417 09								
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PARKING SPACES		**2,428**	**1,805**	**74%**	**17,141**	**18,935**	**110%**	**29,140**	**10,205**
EQUIPMENT	3419								
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RENTS AND ROYALTIES		**9,295**	**7,790**	**83%**	**65,612**	**68,974**	**105%**	**111,540**	**42,566**
CEMETERY FEES	3420	2,500	2,575	103%	17,647	16,490	93%	30,000	13,510
CONTRIBUTIONS-PUBLIC	3450								
CONTRIB-GORDONS CRK STU	3450 01								
CONTRIB-REV 911 MINUTES	3450 02	416			2,941			5,000	5,000
CONTRIB-MDTWN STDY MAT	3458								
CONTRIBUTIONS-OTHER	3459								
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CONTRIB-REV 911 MINU		**416**			**2,941**			**5,000**	**5,000**
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-TREE GRANT ECO	3460 01		25,000			25,000			(25,000)
CONTRIB-EUREKA SCHOOL	3461								
CONTRIB-NCBM-BROWNFIEL	3462								
CONTRIB-SENIOR FARE	3463								
CONTRIB-MAYOR'S YOUTH	3464								
CONTRIB-BC HEALTHY HOM	3465								
CONTRIB-NIGHT OUT AGAI	3466								
CONTRIB-NLC HEALTH OUT	3467	2,250			15,882	27,000	170%	27,000	
CONTRIB-MDTWN STDY MAT	3468								
CONTRIB-OTHER	3469								
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CONTRIBUTIONS-PRIVAT		**2,250**	**25,000**	**1111%**	**15,882**	**52,000**	**327%**	**27,000**	**(25,000)**
POLICE DEPT-MISC CHARGE	3590		6,226			46,472			(46,472)
OTHER MISC. REVENUE	3599								

		CITY OF HATTIESBURG							. 1
001001 - GENERAL FUND REVENUES		REVENUE REPORT							5/1/14
		7 MONTHS ENDING 04/30/14							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
MISCELLANEOUS		**14,795**	**42,778**	**289%**	**104,435**	**187,230**	**179%**	**177,540**	**(9,690)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F H'BURG REDEV.AUTH.	3800 101								
T/F GOVERNMENT COMPLEX	3800 104								
T/F 2002 USA YEAST/LAG	3800 106								
T/F SPEC.SALES TAX	3800 107								
T/F WATER & SEWER	3800 11	20,833			147,059			250,000	250,000
T/F POL.FORFEITURES	3800 19								
T/F POL.FORF O/T(HURR	3800 19HR								
T/F '03 TIF B&I CHAUVE	3800 22								
T/F TAX COLLECTORS-GPT	3800 27	1,032,083	63,040	6%	7,285,294	11,053,382	151%	12,385,000	1,331,618
T/F TAX COLL-C.C.FEE	3800 27CC								
T/F TAX COLL-EXCESS BI	3800 27EB	2,500			17,647			30,000	30,000
T/F TAX COLL-CHKG INT	3800 27ICHK	333			2,353			4,000	4,000
T/F TAX COLL-INT/PEN	3800 27IP	26,666	24,185	90%	188,235	103,543	55%	320,000	216,457
T/F W & S CONSTRUCTION	3800 75								
T/F COM.DEV.BLK.GRANT	3800 82								
T/F INDUSTRIAL PARK DE	3800 87								
T/F 2007 TIF CONST-TUR	3800 91								
T/F 2001 STREETS,SWRS,	3800 95								
TRANSFERS FROM OTHR		**1,082,416**	**87,225**	**8%**	**7,640,588**	**11,156,925**	**146%**	**12,989,000**	**1,832,075**
TRANSFERS		**1,082,416**	**87,225**	**8%**	**7,640,588**	**11,156,925**	**146%**	**12,989,000**	**1,832,075**
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INT-BONDS	3915								
SALE OF BONDS									
SALE OF REAL ESTATE	3920								
SALE OF TIMBER	3923								
SALE OF EASEMENTS	3925								
SALE OF CEMETERY LOTS	3930	3,750	6,220	165%	26,471	35,575	134%	45,000	9,425
SALE OF EQUIPMENT	3940	5,083			35,882	73,437	204%	61,000	(12,437)

		CITY OF HATTIESBURG							. 1
001001 - GENERAL FUND REVENUES		REVENUE REPORT							5/1/14
		7 MONTHS ENDING 04/30/14							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
SALE OF SCRAP MATERIAL	3943	250	966	386%	1,765	4,258	241%	3,000	(1,258)
SALE OF MISC. ITEMS	3945		200			200			(200)
SALE OF MAPS/PUBLICATIO	3947					54			(54)
SALE OF RECYCLABLE ITEM	3948					113			(113)
MDB LOAN PYMT-HUB CITY	3950	10,283	10,118	98%	72,588	70,824	97%	123,400	52,576
KERR MAGEE PROJECT	3960								
MS TANK PROJECT	3961								
INSURANCE REIMB-STORM	3962	25,000			176,471			300,000	300,000
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965	1,666	299	17%	11,765	5,689	48%	20,000	14,311
RECOVERY OF DAMAGE CLAI	3967								
REFUND/RECOVERY-INFO SY	3968								
RECOVERY-PERS SERV/EQUI	3969								
CAPITAL LEASE PROCEEDS	3970	318,925			2,251,235			3,827,100	3,827,100
TIF DEPOSIT/PROCEEDS	3971								
NOTE PROCEEDS	3975								
FIRE STATION (MDB)	3975 03								
CHURCH PROJ (MDB)	3975 07								
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NOTE PROCEEDS									
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NON-REVENUE RECEIPTS		**364,958**	**17,802**	**4%**	**2,576,176**	**190,149**	**7%**	**4,379,500**	**4,189,351**
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	418,602			2,954,838			5,023,225	5,023,225
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BEGINNING CASH BALANC		**418,602**			**2,954,838**			**5,023,225**	**5,023,225**
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REVENUES		**4,544,955**	**2,882,949**	**63%**	**32,082,039**	**30,177,631**	**94%**	**54,539,466**	**24,361,835**

City of Hattiesburg, MS

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

Master

File Number: 2014-1108

File ID:	2014-1108	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/08/2014
Brief Title:	Privilege License report			**Final Action:**	
				Minute Book Number:	MB2014-145

Title:

Acknowledge receipt of Privilege License report for the month of April 2014 from the Tax Department, as per recommendation.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	New Licenses-April 2014, Renewal for April 2014, Memo License 2014	**Enactment Number:**	
Contact:		**Meeting Date:**	05/20/2014
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014					

Text of Legislative File 2014-1108

Title

Acknowledge receipt of Privilege License report for the month of April 2014 from the Tax Department, as per recommendation.

Summary

Privilege license report.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PRIVILEGE LICENSE MONTHLY REPORT
April 2014

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0140669	20.00		BEAUTIFUL IMPRESSIONS BY BOUNCHIE 1520 ADELINE ST, STE A HATTIESBURG, MS 39401
0140690	20.00		ELLISON PLUMBING & PIPING INC 4360 DAWES LANE EAST MOBILE, AL 36619
0140714	.00		R3SM D/B/A THE VOLUNTEER HOUSE 301 BUSCHMAN STREET HATTIESBURG, MS 39403
0140715	20.00		NAILS & MORE 5912 HWY 49, STE F-1 HATTIESBURG, MS 39401
0140728	32.50		MAURICES #1666 1000 TURTLE CREEK DRIVE, STE 620 DULUTH, MN 55802
0140729	20.00		MISSISSIPPI BRASS 5268 OLD HWY 11, STE 9A HATTIESBURG, MS 39402
0140733	92.50		TIRE CENTERS, LLC #590 7000 US HWY 49 N DUNCAN, SC 29334
0140736	20.00		EXCERON TRADE 402 N. 19TH AVE HATTIESBURG, MS 39401
0140738	20.00		BIENVENU HEATING & AIR 117 KENSINGTON DRIVE HATTIESBURG, MS 39402
0140742	30.00		STUDIO 12 113 COLEMAN STREET HATTIESBURG, MS 39401
0140747	20.00	3.00	GENTLE TOUCH HOMECARE SERVICES,LLC 1910 HARDY ST., STE D HATTIESBURG, MS 39401
0140748	20.00	3.00	RIDEOUT FAST TAX 1910 HARDY ST., STE D COLUMBIA, MS 39428
0140754	20.00		STRICKS MARKET SNOWBALL STAND 3803 W. 4TH ST. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
April 2014

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0140759	20.00		SHEMPER LAND & REALTY 11 ABBEYWOOD LANE HATTIESBURG, MS 39402
0140772	30.00		GULF COAST MECHANICAL 5235 KOOLMAN RD BLDG 8 THEODORE, AL 36582
0140774	20.00		VINTAGE DESIGNS, INC 4358 LINCOLN ROAD EXT STE 20 HATTIESBURG, MS 39402
0140775	14.60		THE GOLDEN GROWLER 2313 HARDY STREET HATTIESBURG, MS 39401
0140784	20.00		TERRILL'S EVENT PLANNER 85 JACKSONWOOD COURT, APT G-35 HATTIESBURG, MS 39401
0140804	20.00		C & C AUTO REPAIR 816 EMERALD LANE HATTIESBURG, MS 39401
0140816	20.00		LISA TINGLE REALTY, LLC 201 N 25TH AVENUE BEAUMONT, MS 39423
20	479.60	6.00	

PRIVILEGE LICENSE MONTHLY REPORT
April 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0140639	20.00	2.20	HALLMAN PROPERTY MANAGEMENT 3420 HARDY ST. STE 2 HATTIESBURG, MS 39402
0140640	20.00		MERLE NORMAN COSMETICS 4600 HARDY STREET STE 1 HATTIESBURG, MS 39402
0140641	30.00		SUBWAY @HATTIESBURG CLINIC 415 SOUTH 28TH AVE. HATTIESBURG, MS 39402
0140642	30.00		SUBWAY #3399 4904 HARDY ST. CARY, NC 27512
0140643	20.00		PINE BELT NUTRITION 500 CAMPBELL LOOP, STE 100 HATTIESBURG, MS 39401
0140644	150.00		REGIONS BANK 130 WEST FRONT STREET HATTIESBURG, MS 39401
0140645	20.00		BEAR'S 321 ROSA AVENUE HATTIESBURG, MS 39401
0140646	62.50	20.62	FETICHE INC. 24 CROSSCREEK PARKWAY STE 90 HATTIESBURG, MS 39402
0140647	62.50	13.12	FETICHE INC. 24 CROSSCREEK PARKWAY STE 90 HATTIESBURG, MS 39402
0140648	62.50		FETICHE INC. 24 CROSSCREEK PARKWAY STE 90 HATTIESBURG, MS 39402
0140649	20.00	4.20	J & J MAINTENANCE & REPAIR 510 SOUTHERN AVE HATTIESBURG, MS 39401
0140650	20.00	4.20	J & J MAINTENANCE & REPAIR 510 SOUTHERN AVE HATTIESBURG, MS 39401
0140651	20.00	4.20	AAA HOMES OF MS, LLC 723 HARDY ST HATTIESBURG, MS 39403

PRIVILEGE LICENSE MONTHLY REPORT
April 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0140652	20.00		AAA HOMES OF MS, LLC 723 HARDY ST HATTIESBURG, MS 39403
0140653	20.00		QUALITY TAXES, LLC 1507 HARDY ST., STE 201 HATTIESBURG, MS 39402
0140654	250.00		O'REILLY AUTO PARTS #943 304 BROADWAY DRIVE SPRINGFIELD, MO 65801
0140655	20.00		CASHMART, INC. 1900 D HARDY STREET HATTIESBURG, MS 39401
0140656	20.00	10.00	BROOME STREET ICE COMPANY 6086 HWY 98 WEST ORANGE BEACH, AL 36561
0140657	20.00		BROOME STREET ICE COMPANY 6086 HWY 98 WEST ORANGE BEACH, AL 36561
0140658	30.00		MCALISTER'S DELI OF HATTIESBURG 2300 HARDY STREET RIDGELAND, MS 39158
0140659	20.00		LILLY PAD HOME HEALTH AGENCY 1507 HARDY ST., STE 201 HATTIESBURG, MS 39402
0140660	20.00		QUALITY FLOORING 5257 OLD HWY 11 COLUMBIA, MS 39429
0140661	40.00		TISH GAMMILL INTERIOR DESIGN, LLC 3820 HARDY STREET HATTIESBURG, MS 39402
0140662	20.00	2.20	MARTINS TOWING & RECOVERY 5582 OLD HWY 42 PETAL, MS 39465
0140663	20.00	4.60	MIKE GARVEY REAL ESTATE INC. 105 WALNUT ST. HATTIESBURG, MS 39403
0140664	20.00	2.20	MIKE GARVEY REAL ESTATE INC. 105 WALNUT ST. HATTIESBURG, MS 39403

PRIVILEGE LICENSE MONTHLY REPORT
April 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0140665	30.00		BEACON SALES ACQUISITION 75 LIBERTY PLACE H'BURG MS 39402 ATLANTA, GA 30340
0140666	20.00		STEVE FLOYD PROPERTIES INC. 5912 HWY 49 HATTIESBURG, MS 39401
0140667	20.00		HAIR AFFAIR 1900 HARDY STREET HATTIESBURG, MS 39401
0140668	150.00		FERGUSON ENTERPRISES INC. 5115 HWY 42 NEWPORT NEWS, VA 23609
0140670	20.00		LA BAMBA 5385 HWY 42 BYPASS HATTIESBURG, MS 39401
0140671	60.00		WARD'S 717 BARTUR ST. HATTIESBURG, MS 39401
0140672	20.00	2.20	SS ENTERPRISES LLC 240 BUTLER RD PETAL, MS 39465
0140673	20.00		LEONARD ELECTRIC, HEATING & AIR CELERY STALK #8-54 HILLCREST DR. HATTIESBURG, MS 39404
0140674	20.00		LEONARD ELECTRIC, HEATING & AIR CELERY STALK #8 54 HILLCREST DR. HATTIESBURG, MS 39404
0140675	20.00		SHOEMAKE, CHARLES 26 CANEBRAKE BLVD. HATTIESBURG, MS 39404
0140676	20.00		SHOEMAKE, LEE EMC 26 CANEBRAKE BLVD. HATTIESBURG, MS 39404
0140677	20.00		BATTERY WORLD 6152 HWY 98 WEST, STE 20 METAIRIE, LA 70002
0140678	20.00		MEADOR HOMESTEAD B & B 6775 HWY 49 HATTIESBURG, MS HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
April 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0140679	20.00		CALL MY FRIDAY.COM 627 N. MAIN ST. HATTIESBURG, MS 39401
0140680	20.00		A. PRO TOWING 1701 EAST HARDY STREET H'BURG MS HATTIESBURG, MS 39401
0140681	30.00		THE METROPLEX CENTER 312 GREEN ST. HATTIESBURG, MS 39404
0140682	62.50		DOLLAR GENERAL #8538 7068 HWY 49 GOODLETSVILLE, TN 37072
0140683	20.00		MISSISSIPPI TITLE LOANS, INC. 211 BROADWAY DR. ATLANTA, GA 30350
0140684	20.00		CASH DEPOT TITLE LOANS OF MS, LLC 998 HARDY ST CORDOVA, TN 38088
0140685	20.00		LEGAL VIDEO SOLUTIONS OF MS 103 GREENWOOD PLACE HATTIESBURG, MS 39402
0140686	20.00		KINGS RV REPAIRS & SALES 7322 US HWY 49 HATTIESBURG, MS 39402
0140687	330.00		U-HAUL CO. OF MISSISSIPPI 918 BROADWAY DR. PHOENIX, AZ 85036
0140688	20.00		WESLEY BEHAVIORAL HEALTH 239 METHODIST BLVD. HATTIESBURG, MS 39404
0140689	20.00		TONY VALENTINE BALLOONS, ROSES & 202 BROADWAY DRIVE HATTIESBURG, MS 39401
0140691	80.00		WESTERN CONTAINER 110 WL RUNNELS INDUSTRIAL DRIVE HATTIESBURG, MS 39401
0140694	30.00		CANDLEWOOD SUITES 9 GATEWAY DR INDIANAPOLIS, IN 46241

PRIVILEGE LICENSE MONTHLY REPORT
April 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0140696	30.00		HATTIESBURG BLDGING CONTRACTORS INC 5224 HWY 42 STE 5 HATTIESBURG, MS 39401
0140697	32.50		THE CHILDREN'S PLACE #4031 6055 HWY 98, SUITE 10 H'BURG, MS EDINA, MN 55435
0140698	20.00	3.20	T & J INDUSTRIES, LLC 1219 HWY 11 PETAL, MS 39465
0140699	20.00		T & J INDUSTRIES, LLC 1219 HWY 11 PETAL, MS 39465
0140700	30.00		LASER MANIA INC. 905 HARDY ST HATTIESBURG, MS 39401
0140701	20.00		HERNANDEZ TIRE SHOP 902 HARDY ST LAUREL, MS 39440
0140702	54.00		AULTMAN, TYNER, RUFFIN, LTD. 315 HEMPHILL ST. HATTIESBURG, MS 39403
0140703	30.00	3.30	KUT-UPZ HAIR SALON 3814 W 4TH ST HATTIESBURG, MS 39402
0140704	20.00	17.20	CLINT'S A/C & HEATING RT. 1, BOX 75/NEWHEBRON, MS PRENTISS, MS 39474
0140705	20.00	14.80	CLINT'S A/C & HEATING RT. 1, BOX 75/NEWHEBRON, MS PRENTISS, MS 39474
0140706	20.00	12.40	CLINT'S A/C & HEATING RT. 1, BOX 75/NEWHEBRON, MS PRENTISS, MS 39474
0140707	20.00	10.00	CLINT'S A/C & HEATING RT. 1, BOX 75/NEWHEBRON, MS PRENTISS, MS 39474
0140708	20.00	7.60	CLINT'S A/C & HEATING RT. 1, BOX 75/NEWHEBRON, MS PRENTISS, MS 39474

PRIVILEGE LICENSE MONTHLY REPORT
April 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0140709	20.00	5.20	CLINT'S A/C & HEATING RT. 1, BOX 75/NEWHEBRON, MS PRENTISS, MS 39474
0140710	20.00	2.20	CLINT'S A/C & HEATING RT. 1, BOX 75/NEWHEBRON, MS PRENTISS, MS 39474
0140711	20.00		BRADDOCK LAW FIRM, PLLC 201 HARDY ST., STE B HATTIESBURB, MS 39401
0140712	20.00	2.60	SUSAN'S SHOPPE 5317 HWY 11, STE 6 & 7 BROOKHAVEN, MS 39601
0140713	20.00		NORMAN PAULI, JR., ATTORNEY AT LAW 1001 W. PINE ST. HATTIESBURG, MS 39403
0140716	20.00	3.60	WESTERN MOTEL UNIVERSITY 3501 HARDY ST. HATTIESBURG, MS 39401
0140717	30.00	3.30	ESSCO HEATING & A/C 415 PROVIDENCE STREET HATTIESBURG, MS 39403
0140718	20.00	2.20	LIL CAR WASH, INC 1920 BROADWAY DR PURVIS, MS 39475
0140719	20.00		GORDON'S CREEK PRESS, INC. 1316 HARDY STREET HATTIESBURG, MS 39401
0140721	75.00	15.75	AUDIO VIDEO SPECIALISTS, INC. 175 TURTLE CREEK DRIVE HATTIESBURG, MS 39402
0140722	75.00		AUDIO VIDEO SPECIALISTS, INC. 175 TURTLE CREEK DRIVE HATTIESBURG, MS 39402
0140723	150.00		ADVANCE AUTO PARTS #5604 300 BROADWAY DR ROANOKE, VA 24001
0140724	50.00		TUESDAY MORNING, INC. #362 4700 HARDY ST. STE. K DALLAS, TX 75240

PRIVILEGE LICENSE MONTHLY REPORT
April 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0140725	380.00	79.80	FRED'S OF HATTIESBURG #1905 1000 BROADWAY DRIVE, SUITE 50 MEMPHIS, TN 38118
0140726	380.00		FRED'S OF HATTIESBURG #1905 1000 BROADWAY DRIVE, SUITE 50 MEMPHIS, TN 38118
0140727	20.00	2.20	GEORGE MOORE PLUMBING 204 WILLOW STREET PETAL, MS 39465
0140730	20.00		THE ROBINS AND MORTON GROUP 400 SHADES CREEK PRKWY STE 200 BIRMINGHAM, AL 35259
0140731	20.00		JIM SMITH SERVICES, INC. 315 EAST 3RD. ST. HATTIESBURG, MS 39404
0140732	20.00		JIM SMITH SERVICES, INC. 315 EAST 3RD ST. HATTIESBURG, MS 39404
0140734	20.00		TURKOYZ, INC 6156 HWY 98 W., STE B JACKSON, MS 39211
0140735	20.00		LIL' BUTCHER SHOPPE 1910 BROADWAY DR. PURVIS, MS 39475
0140737	30.00		LIN R. ROGERS ELECTRICAL CONT., INC 2050 MARCONI DRIVE SUITE 200 ALPHARETTA, GA 30005
0140739	20.00	4.40	C STUDIO PHOTOGRAPHY 2009 HARDY STREET, SUITE B HATTIESBURG, MS 39401
0140740	20.00		C STUDIO PHOTOGRAPHY 2009 HARDY STREET, SUITE B HATTIESBURG, MS 39401
0140741	20.00	2.20	LETT CHIROPRACTIC CENTER 1509 HARDY ST. HATTIESBURG, MS 39401
0140743	20.00		WALNUT SQUARE PHARMACY 124 WALNUT STREET BLDG #3 HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
April 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0140744	300.00		MICHAELS #9816 4400 HARDY ST. DFW, TX 75261
0140745	20.00	6.20	LEGGETT'S 806 SOUTH TIPTON HATTIESBURG, MS 39401
0140746	20.00	3.80	LEGGETT'S 806 SOUTH TIPTON HATTIESBURG, MS 39401
0140749	60.00	30.00	B. R. VENDING 110 W. RAY DRIVE HATTIESBURG, MS 39402
0140750	60.00		B. R. VENDING 110 W. RAY DRIVE HATTIESBURG, MS 39402
0140751	20.00	8.40	MCKENZIE'S ON MAIN ANTIQUES & 409 MAIN STREET HATTIESBURG, MS 39401
0140752	20.00	6.00	MCKENZIE'S ON MAIN ANTIQUES & 409 MAIN STREET HATTIESBURG, MS 39401
0140753	20.00	3.60	MCKENZIE'S ON MAIN ANTIQUES & 409 MAIN STREET HATTIESBURG, MS 39401
0140755	25.00		XIAOJIE WU 900 BROADWAY DR. CARENCRO, LA 70520
0140756	20.00		WITTMAN HEATING & A/C 929 W.15TH ST. LAUREL, MS 39440
0140757	30.00		CARRIAGE INN MOTEL 914 BROADWAY DR. HATTIESBURG, MS 39401
0140758	20.00	2.80	AUTO MAX, INC. 5302 HWY 42 HATTIESBURG, MS 39401
0140760	30.00		SOUTHERN DIVERSIFIED PRODUCTS, LLC 4200 MAMIE ST HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
April 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0140761	30.00		SOUTHERN DIVERSIFIED PRODUCTS, LLC 2714 HARDY ST. HATTIESBURG, MS 39402
0140762	20.00		R & M INC. 1701 E. HARDY ST. HATTIESBURG, MS 39401
0140763	20.00		FAIRCHILD MOTORS, INC. 5061 HWY 42 HATTIESBURG, MS 39401
0140764	25.00		R & F DISCOUNT GROCERY LLC 718 BARTUR ST HATTIESBURG, MS 39401
0140765	30.00		HATTIESBURG ORTHODONTICS, PLLC 704 SOUTH 28TH AVENUE SUITE 20 HATTIESBURG, MS 39402
0140766	20.00		PET PALACE 3720 HARDY ST. STE 5 HATTIESBURG, MS 39402
0140767	20.00		CURTIS SMITH PLLC 10 PROFESSIONAL PARKWAY SUITE C HATTIESBURG, MS 39401
0140768	39.00		PREMIER HOME FURNISHINGS, INC. 909 HARDY ST. HATTIESBURG, MS 39401
0140769	30.00		MYERS PRESCHOOL 412 J C KILLINGSWORTH DR HATTIESBURG, MS 39401
0140770	20.00		H A MOORE III, LAW OFFICE 623 MAIN STREET HATTIESBURG, MS 39401
0140771	20.00		TAMCO MECHANICAL SERVICES 1930 CORBIT BLVD. PETAL, MS 39465
0140773	20.00		MALLETTE ELECTRICAL 125 CHESLER MOSLEY RD MOSELLE, MS 39459
0140776	20.00		BROOM COMPUTER SERVICE 1009 HARDY STREET HATTIESBURG, MS 39403

PRIVILEGE LICENSE MONTHLY REPORT
April 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0140777	440.00		PARRIS JEWELERS, LLC 200 SOUTH 27TH AVENUE HATTIESBURG, MS 39401
0140778	20.00		VIDEO IMAGE PRODUCTIONS 104 N 12TH AVE HATTIESBURG, MS 39404
0140779	20.00		CASH DEPOT OF MISSISSIPPI, LLC 998 HARDY STREET CORDOVA, TN 38088
0140780	92.50		AMERICAN EAGLE OUTFITTERS #0194 1000 TURTLE CREEK DRIVE LISLE, IL 60532
0140781	30.00		WRIGHT & WRIGHT CPA'S, PLLC 10 PLAZA DR. HATTIESBURG, MS 39402
0140782	48.00		IMPACT OF HATTIESBURG 219 S. 40TH AVE. STE E BAY SPRINGS, MS 39422
0140783	51.00		WARD'S HWY 49 NORTH 6770 HWY 49 NORTH HATTIESBURG, MS 39402
0140785	30.00		MCMAHAN REALTY 100 N. 33RD AVE. HATTIESBURG, MS 39401
0140786	20.00		MIKE'S FRUIT STAND #1 216 DEWEY ST. MOSELLE, MS 39459
0140787	30.00		NORTHGATE INN 6757 HWY 49 N LAUREL, MS 39440
0140788	90.00		WARD'S 101 THORNHILL HATTIESBURG, MS 39402
0140789	30.00		COPY CATS PRINTING INC. 905 HARDY STREET HATTIESBURG, MS 39401
0140790	32.50		AUTOMOTIVE COLOR, INC. 1206 WEST PINE STREET JACKSON, MS 39212

PRIVILEGE LICENSE MONTHLY REPORT
April 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0140791	92.50		DAVID'S BRIDAL 24 CROSS CREEK PARKWAY, SUITE 10 BRASELTON, GA 30517
0140792	20.00		EYEMART EXPRESS LTD 6117 US HWY 98 SUITE 10 FARMERS BRANCH, TX 75234
0140793	20.00		BRENT TRUSSELL & CO 300 S. 25TH AVE. HATTIESBURG, MS 39401
0140794	150.00		HOOD INDUSTRIES, INC. 15 PROFESSIONAL PARKWAY HATTIESBURG,, MS 39402
0140795	20.00		FOOD ENGINEERING SERVICES 2010 OAK GROVE ROAD BLDG 3 SUITE 1 HATTIESBURG, MS 39402
0140796	20.00		CAMERON ELECTRIC MOTOR CO. INC. 115 WEST RD ST. HATTIESBURG, MS 39403
0140797	20.00		SOUTH ALABAMA ELECTRIC CO 762 HOLCOMBE AVE MOBILE, AL 36660
0140798	20.00		THE EDGE BOUTIQUE, LLC 6565 US HWY 98 W STE #20 HATTIESBURG, MS 39402
0140799	20.00		SUN SUITES OF HATTIESBURG 121 PARK DRIVE EL CAJON, CA 92020
0140800	20.00		LANCASTER'S MACHINE & WELDING SHOP 1701 W. 7TH ST. HATTIESBURG, MS 39401
0140801	30.00		DAY'S INN 111 THORNHILL DR. HATTIESBURG, MS 39402
0140802	42.00		TOWN & COUNTRY CLEANERS 3400 HARDY ST. HATTIESBURG, MS 39401
0140803	20.00		JERRY W. CARTER SERVICE CO. LAMAR COUNTY SUMRALL, MS 39482

PRIVILEGE LICENSE MONTHLY REPORT
April 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0140805	.00		SAVING OUR TEENS CAMPAIGN NETWORK 714 JAMES ST. HATTIESBURG, MS 39401
0140806	54.00		MORTGAGE FUNDING CORPORATION 12 & 14 PLAZA DRIVE HATTIESBURG, MS 39404
0140807	20.00		DYE PLUMBING, HEATING & A/C 2109 W. 4TH ST. HATTIEBSURG, MS 39403
0140808	20.00		DYE PLUMBING, HEATING & A/C 2109 W. 4TH ST. HATTIEBSURG, MS 39401
0140809	20.00		SERAPHIM STUDIO, LLC 104 SOUTH 10TH AVE. HATTIESBURG, MS 39401
0140810	20.00		THE GATE DINER 6757 US HWY 49 HATTIESBURG, MS 39402
0140811	200.00		ANDERSON CARPET ONE 515 WEST SCOOBA ST. HATTIESBURG, MS 39401
0140812	20.00		GAIL MCINNIS PRODUCTIONS 115 LAKES ESTATES DRIVE HATTIESBURG, MS 39401
0140813	20.00		ODDFELLOWS GALLERY 119 EAST FRONT ST. HATTIESBURG, MS 39404
0140814	1,360.00		MISSISSIPPI AG COMPANY 1002 BOUIE ST. YAZOO CITY, MS 39194
0140815	20.00		WITTMAN HEATING, A/C & ELECTRIC 3312 N 5TH AVE. LAUREL, MS 39440
0140817	20.00		JAMES L. QUINN ATTRONEY AT LAW PLLC 807 WEST PINE ST. HATTIESBURG, MS 39401
0140818	20.00		FIRST NATIONAL CARS & TRUCKS INC. 1503 BROADWAY DR HATTTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
April 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

May 8, 2014

Mayor & Council
City of Hattiesburg

Attached is a copy of the Privilege License Report for the month of April, 2014. The breakdown for this month's collection is as follows:

New Licenses	$ 479.60
Renewed Licenses	$ 8,238.00
Penalties	$ 328.49

The grand total collected for March was $9, **046.09**

Respectfully,

Kermas Eaton
Division Manager

City of Hattiesburg, MS

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

Master

File Number: 2014-1123

File ID: 2014-1123 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/13/2014

Brief Title: Acknowledge submission of Certifications and Assurances for the City of Hattiesburg Hub City Transit to the U.S. Department of Transportation Federal transit Administration (FTA) 49.U.S.C. 5307 for Fiscal Year 2014 (nunc pro tunc) (FTA)

Final Action:

Minute Book Number: MB2014-145

Title:

Acknowledge submission of Certifications and Assurances for the City of Hattiesburg Hub City Transit to the U.S. Department of Transportation Federal transit Administration (FTA) 49.U.S.C. 5307 for Fiscal Year 2014 (nunc pro tunc) (FTA)

Notes:

Sponsors: **Enactment Date:**

Attachments: 2014 Certs and Assurances **Enactment Number:**

Contact: **Meeting Date:**

Drafter: KaTonya Darby **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014					

Text of Legislative File 2014-1123

Title

Acknowledge submission of Certifications and Assurances for the City of Hattiesburg Hub City Transit to the U.S. Department of Transportation Federal transit Administration (FTA) 49.U.S.C. 5307 for Fiscal Year 2014 (nunc pro tunc) (FTA)

Summary

Acknowledge the Certifications and Assurances for the COH to FTA

Budget Information
N/A

Expenditure Type
N/A

Purchasing Item
N/A

Publication Information
N/A

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

PREFACE

Except as the Federal Transit Administration (FTA or We) determines otherwise in writing, before FTA may award Federal transit assistance (funding or funds) to support a public transportation Project, an Authorized Representative (You) of the Project sponsor (Applicant) must select certain Certifications and Assurances required by Federal law or regulation. The Authorized Representative must be duly authorized by the Applicant to, among other things, sign these Certifications and Assurances and bind the Applicant's compliance. You, as the Authorized Representative, must select all Certifications and Assurances required of your Applicant (or it) to support its applications for FTA funding during Federal fiscal year (FY) 2014.

We request that you read each Certification and Assurance and select those that will apply to all Projects for which your Applicant might seek FTA funding. As required by Federal law and regulation, only if you select adequate Certifications and Assurances on your Applicant's behalf, may FTA award Federal funding for its Project.

We have consolidated our Certifications and Assurances into twenty-four (24) Groups. At a minimum, you must select the Assurances in Group 01 on your Applicant's behalf. If your Applicant requests more than $100,000, you must also select the "Lobbying" Certification in Group 02, unless it is an Indian tribe or organization or a tribal organization. Depending on the nature of your Applicant and its Project, you may also need to select some Certifications and Assurances in Groups 03 through 24. However, instead of selecting individual Groups of Certifications and Assurances, you may make a single selection that will encompass all twenty-four (24) Groups of Certifications and Assurances that apply to all our programs.

FTA, your Applicant, and you understand and agree that not every provision of these twenty-four (24) Groups of Certifications and Assurances will apply to every Applicant or every Project FTA funds even if you make a single selection encompassing all twenty-four (24) Groups. Nor will every provision of all Certifications and Assurances within a single Group apply if that provision does not apply to your Applicant or its Project. The type of Project and Applicant will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant(s) to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

If your Applicant is a team, a consortium, a joint venture, or a partnership, it understands and agrees that you must identify the activities each member will perform and the extent to which each member will be responsible for compliance with the

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Certifications and Assurances you select on its behalf, except as FTA determines otherwise in writing.

It is important that your Applicant and You also understand that these Certifications and Assurances are pre-award requirements, generally imposed by Federal law or regulation, and do not include all Federal requirements that may apply to it or its Project. Our FTA Master Agreement MA(20) for Federal FY 2014, available at http://www.fta.dot.gov, contains a list of most of those requirements.

We expect You to submit your Applicant's FY 2014 Certifications and Assurances and its applications for funding in TEAM-Web. You must be registered in TEAM-Web to submit the FTA FY 2014 Certifications and Assurances on its behalf. The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of the "View/Modify Recipients" page contains fields for selecting among the twenty-four (24) Groups of Certifications and Assurances and a designated field for selecting all twenty-four (24) Groups of Certifications and Assurances. If FTA agrees that you cannot submit your Applicant's FY 2014 Certifications and Assurances electronically, you must submit the Signature Page(s) in Appendix A of this Notice, as FTA directs, marked to show the Groups of Certifications and Assurances it is submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- *FTA's latest authorization legislation, Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, June 6, 2012,*
- *The Continuing Appropriations Act, 2014, Pub. L. 113-46, October 17, 2013,*
- *The Consolidated and Further Continuing Appropriations Act, 2013, Pub. L. 113-6, March 26, 2013,*
- *The Continuing Appropriations Resolution, 2013 (CR), Pub. L. 112-175, September 28, 2012, and*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.*

With certain exceptions, Projects financed in FY 2014 with funds appropriated or made available for FY 2012 or a previous fiscal year must be in compliance with the requirements for that type of Project in effect during the fiscal year for which the funding was derived, except as superseded by MAP-21 cross-cutting requirements that apply.

GROUP 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide funding for your Applicant's Project, in addition to any other Certifications and Assurances that you must select on behalf of your Applicant, you must also select the Certifications and Assurances in Group 01, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 01 that does not apply will not be enforced.

1.A. Assurance of Authority of the Applicant and Its Authorized Representative.

You certify that both you, as your Applicant's Authorized Representative, and your Applicant's attorney, who is authorized to represent the Applicant in legal matters, who sign these Certifications, Assurances, and Agreements, may undertake the following activities on its behalf, in compliance with applicable State, local, or Indian tribal laws and regulations, and its by-laws or internal rules:

1. Execute and file its application for Federal funds,
2. Execute and file its Certifications, Assurances, and Agreements binding its compliance,
3. Execute Grant Agreements or Cooperative Agreements, or both, with FTA,
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

1.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable Federal statutes and regulations to carry out any FTA funded Project,
2. It is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for its Project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to that Grant Agreement or Cooperative Agreement,
3. It recognizes that Federal laws and regulations may be amended from time to time and those amendments may affect Project implementation,
4. It understands that Presidential executive orders and Federal guidance, including Federal policies and program guidance, may be issued concerning matters affecting it or its Project,
5. It agrees that the most recent Federal laws, regulations, and guidance will apply to its Project, except as FTA determines otherwise in writing,
6. In light of recent FTA legislation applicable to FTA, except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated:
    a. In some instances, FTA has determined that Federal statutory or regulatory

program and eligibility requirements for FY 2012 or a specific previous fiscal year, except as superseded by applicable MAP-21 cross-cutting requirements, apply to:

(1) New grants and cooperative agreements, and
(2) New amendments to grants and cooperative agreements that:
  (a) Have been awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, or
  (b) May be awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, but

b. In other instances, FTA has determined that MAP-21 will apply to the Federal funds appropriated or made available for FY 2012 or a previous fiscal year, and
c. For all FTA funded Projects, the following MAP-21 cross-cutting requirements supersede conflicting provisions of previous Federal law and regulations:
  (1) Metropolitan and Statewide and Nonmetropolitan Transportation Planning,
  (2) Environmental Review Process,
  (3) Public Transportation Agency Safety Plans,
  (4) Transit Asset Management Provisions (and Asset Inventory and Condition Reporting),
  (5) Costs Incurred by Providers of Public Transportation by Vanpool,
  (6) Revenue Bonds as Local Match,
  (7) Debt Service Reserve,
  (8) Government's Share of Cost of Vehicles, Vehicle-Equipment, and Facilities for ADA and Clean Air Act Compliance,
  (9) Private Sector Participation,
  (10) Bus Testing,
  (11) Buy America,
  (12) Corridor Preservation,
  (13) Rail Car Procurements,
  (14) Veterans Preference/Employment,
  (15) Alcohol and Controlled Substance Testing, and
  (16) Other provisions as FTA may determine.[1]

1.C. Intergovernmental Review Assurance.

(The assurance in Group 01.C does not apply to an Indian tribe, an Indian organization or a tribal organization that applies for funding made available for FTA's Tribal Transit Programs authorized by 49 U.S.C. 5311(c)(1).

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that your Applicant has

[1] More information about these matters appears in the Federal Transit Administration, "Notice of FTA Transit Program Changes, Authorized Funding Levels and Implementation of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and FTA FY 2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 Fed. Reg. 663670, Oct. 16, 2012.

submitted or will submit each application for Federal funding to the appropriate State and local agencies for intergovernmental review, to facilitate compliance with those regulations.

1.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to, discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age:
   a. Federal transit laws, specifically 49 U.S.C. 5332(prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, age, employment, or business opportunity),
   b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
   c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
   d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
   e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
   f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
   g. Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,
2. It will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing,
3. As required by 49 CFR 21.7:
   a. It will comply with 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
      (1) It conducts each Project,
      (2) It undertakes property acquisitions, and
      (3) It operates its Project facilities, including:
         (a) Its entire facilities, and
         (b) Its facilities operated in connection with its Project,
   b. This assurance applies to its entire Project and to all parts of its facilities, including the facilities it operates to implement its Project,
   c. It will promptly take the necessary actions to carry out this assurance, including:
      (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
      (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
   d. If it transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

(1) While the property is used for the purpose that the Federal funding is extended, and
(2) While the property is used for another purpose involving the provision of similar services or benefits,

e. The United States has a right to seek judicial enforcement of any matter arising under:
(1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
(2) U.S. DOT regulations, 49 CFR part 21, and
(3) This assurance,

f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
(1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
(2) U.S. DOT regulations, 49 CFR part 21, and
(3) Federal transit laws, 49 U.S.C. 5332,

g. It will comply with Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,

h. It will extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
(1) Subrecipient,
(2) Transferee,
(3) Third Party Contractor or Subcontractor at any tier,
(4) Successor in Interest,
(5) Lessee, or
(6) Other participant in its Project, except FTA and the Applicant (that later becomes the Recipient),

i. It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including each:
(1) Subagreement at any tier,
(2) Property transfer agreement,
(3) Third party contract or subcontract at any tier,
(4) Lease, or
(5) Participation agreement, and

j. The assurances you have made on its behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
(1) Federal funding is extended to its Project,
(2) Its Project property is used for a purpose for which the Federal funding is extended,
(3) Its Project property is used for a purpose involving the provision of similar services or benefits,
(4) It retains ownership or possession of its Project property, or
(5) FTA may otherwise determine in writing, and

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C.

5307(c)(1)(D)(ii), you assure that:

a. It will comply with the following prohibitions against discrimination on the basis of disability listed in Group1.D.4.b below, of which compliance is a condition of approval or extension of any FTA funding awarded to:
   (1) Construct any facility,
   (2) Obtain any rolling stock or other equipment,
   (3) Undertake studies,
   (4) Conduct research, or
   (5) Participate in or obtain any benefit from any FTA administered program, and
b. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no qualified people with a disability will, because of their disability, be:
   (1) Excluded from participation,
   (2) Denied benefits, or
   (3) Otherwise subjected to discrimination.

1.E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
   a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
      (1) Debarred,
      (2) Suspended,
      (3) Proposed for debarment,
      (4) Declared ineligible,
      (5) Voluntarily excluded, or
      (6) Disqualified,
   b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
      (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
      (2) Violation of any Federal or State antitrust statute, or
      (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
   c. It is not presently indicted for, or otherwise criminally or civilly charged by a

governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 1.E.2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
   (1) Equals or exceeds $25,000,
   (2) Is for audit services, or
   (3) Requires the consent of a Federal official, and
g. It will require that each covered lower tier contractor and subcontractor:
   (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      (a) Debarred from participation in its federally funded Project,
      (b) Suspended from participation in its federally funded Project,
      (c) Proposed for debarment from participation in its federally funded Project,
      (d) Declared ineligible to participate in its federally funded Project,
      (e) Voluntarily excluded from participation in its federally funded Project, or
      (f) Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group 01.E.

1.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in Group 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, updated as necessary to reflect changes in Federal laws and regulations.

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
   a. For every Project described in any application it submits, it has adequate resources to properly plan, manage, and complete its Project, including the:
      (1) Legal authority to apply for Federal funding,
      (2) Institutional capability,
      (3) Managerial capability, and
      (4) Financial capability (including funds sufficient to pay the non-Federal share of Project cost),
   b. It will give limited access and the right to examine Project-related materials to

entities or individuals, as required, including, but not limited to the:
(1) FTA,
(2) The Comptroller General of the United States, and
(3) State, through an authorized representative, if appropriate,

c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance, and
d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
(1) A personal or organizational conflict of interest, or personal gain, or
(2) The appearance of a personal or organizational conflict of interest or personal gain,

2. *Project Specifics*. On behalf of your Applicant, you assure that:
a. Following receipt of an FTA award, it will begin and complete Project work within the time periods that apply,
b. For FTA funded construction Projects:
(1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
(2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,
(3) It will include a covenant to assure nondiscrimination during the useful life of its Project in its title to federally funded real property,
(4) To the extent FTA requires, it will record the Federal interest in the title to FTA funded real property or interests in real property, and
(5) It will not alter the site of the FTA funded construction Project or facilities without permission or instructions from FTA by:
(a) Disposing of the underlying real property or other interest in the site and facilities,
(b) Modifying the use of the underlying real property or other interest in the site and facilities, or
(c) Changing the terms of the underlying real property title or other interest in the site and facilities, and
c. It will furnish progress reports and other information as FTA or the State may require, and

3. *Statutory and Regulatory requirements*. On behalf of your Applicant, you assure that:
a. It will comply with all Federal statutes relating to nondiscrimination that apply, including, but not limited to:
(1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
(2) The prohibitions against discrimination on the basis of sex, as provided in:
(a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and
(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,

(3) The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
(4) The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
(5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
(6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*,
(7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*,
(8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*,
(9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and
(10) The nondiscrimination provisions of any other statute(s) that may apply to its Project,

b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes:
(1) It will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally funded programs, and
(2) It has the necessary legal authority under State and local laws and regulations to comply with:
(a) The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and
(b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
(3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
(a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
(b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
1 Displaced families or individuals, and

2 Displaced Partnerships, corporations, or associations,

(c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such displaced:
   1 Families and individuals, and
   2 Partnerships, corporations, or associations,

(d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,

(e) It will:
   1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
   2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,

(f) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,

(g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,

(h) It will execute the necessary implementing amendments to FTA funded third party contracts and subagreements,

(i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,

(j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA funded Project involving relocation or land acquisition, and

(k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,

c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures,

d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
   (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
   (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,

e. It will, to the extent applicable, comply with the labor standards and protections for federally funded Projects of:
   (1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 – 3144, 3146, and 3147,
   (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively, and

(3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*,

f. It will comply with any applicable environmental standards that may be prescribed to implement Federal laws and executive orders, including, but not limited to:
   (l) Following the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 – 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,
   (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. 7606 note,
   (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. 4321 note,
   (4) Following the evaluation of flood hazards in floodplains provisions of Executive Order No. 11988, 42 U.S.C. 4321 note,
   (5) Complying with the assurance of Project consistency with the approved State management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 – 1465,
   (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 – 7671q,
   (7) Complying with the protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6,
   (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 – 1544,
   (9) Complying with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303,
   (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 – 1287, and
   (11) Complying with and facilitating compliance with:
      (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,
      (b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 – 469c, and
      (c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,

g. To the extent applicable, comply with the following Federal requirements for the care, handling, and treatment of warmblooded animals held or used for research, teaching, or other activities supported by Federal funding:
   (1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and
   (2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR

subchapter A, parts 1, 2, 3, and 4,

h. To the extent applicable, obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR 41.117(d), before accepting delivery of any FTA funded building,

i. Comply with, and assure that its Subrecipients located in special flood hazard areas comply with, section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:
   (1) Participating in the Federal flood insurance program, and
   (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is $10,000 or more,

j. Comply with:
   (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal loan, grant agreement, or cooperative agreement, and
   (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,

k. Perform the financial and compliance audits as required by the:
   (1) Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*,
   (2) U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and
   (3) Most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT,

l. Comply with all other Federal laws or regulations that apply, and

m. Follow Federal guidance governing it and its Project, except to the extent that FTA has expressly approved otherwise in writing.

GROUP 02. LOBBYING.

Before FTA may provide funding for a Federal grant or cooperative agreement exceeding $100,000 or a Federal loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Lobbying Certifications in Group 02, unless your Applicant is an Indian Tribe exempt from the requirements of 31 U.S.C. 1352 or FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in

writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
   a. The lobbying restrictions of this Certification apply to its requests:
      (1) For $100,000 or more in Federal funding for a grant or cooperative agreement, and
      (2) For $150,000 or more in Federal funding for a loan, line of credit, or loan guarantee, and
   b. Your Certification on its behalf applies to the lobbying activities of:
      (1) It,
      (2) Its Principals, and
      (3) Its Subrecipients at the first tier,
2. To the best of your knowledge and belief:
   a. No Federal appropriated funds have been or will be paid by or on its behalf to any person to influence or attempt to influence:
      (1) An officer or employee of any Federal agency regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
      (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance,
   b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
      (1) An officer or employee of any Federal agency regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
      (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
   c. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
      (1) Third party contracts,
      (2) Subcontracts,
      (3) Subagreements, and

(4) Other third party agreements under a:
  (a) Federal grant or cooperative agreement, or
  (b) Federal loan, line of credit, loan guarantee, or loan insurance,

3. It understands that:
   a. This Certification is a material representation of fact that the Federal government relies on, and
   b. It must submit this Certification before the Federal government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
      (1) Federal grant or cooperative agreement, or
      (2) Federal loan, line of credit, loan guarantee, or loan insurance, and
4. It also understands that any person who does not file a required Certification will incur a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

GROUP 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Group 03 on behalf of your Applicant, especially if it is a State, local, or Indian tribal government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certification in Group 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all Federal laws and regulations in accordance with applicable Federal guidance, except to the extent FTA has approved otherwise in writing.

GROUP 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide funding for a Project that involves the acquisition of public transportation property or operation of public transportation facilities or equipment, in addition to other Certifications you must select on your Applicant's behalf, you must also select the Private Property Protections Assurances in Group 04.A and enter into the Agreements in Group 04.B and Group 04.C on behalf of your Applicant, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or

other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurances and Agreements in Group 04 that does not apply will not be enforced.

4.A. Private Property Protections.

If your Applicant is a State, local government, or Indian tribal government and seeks FTA funding to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Group 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. 5323(a)(1), on behalf of your Applicant, you assure that:

1. It has or will have:
   a. Determined that the funding is essential to carrying out a Program of Projects as required by 49 U.S.C. 5303, 5304, and 5306,
   b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
   c. Paid just compensation under State or local laws to the company for any franchise or property acquired, and
2. It has completed the actions described in Group 4.A.1 of this Certification before it:
   a. Acquires the property or an interest in the property of a private provider of public transportation, or
   b. Operates public transportation equipment or facilities:
      (1) In competition with transportation service provided by an existing public transportation operator, or
      (2) In addition to transportation service provided by an existing public transportation operator.

4.B. Charter Service Agreement.

If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the Charter Service Agreement in Group 04.B applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:

a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired by Recipients of FTA funding for transportation Projects with Federal funding derived from:
   (1) Federal transit laws, 49 U.S.C. chapter 53,
   (2) 23 U.S.C. 133 or 142, or
   (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
b. FTA's charter service restrictions extend to:
   (1) Your Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
      (a) Federal transit laws, 49 U.S.C. chapter 53,
      (b) 23 U.S.C. 133 or 142, or
      (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
   (2) Any Third Party Participant that receives Federal funding derived from:
      (a) Federal transit laws, 49 U.S.C. chapter 53,
      (b) 23 U.S.C. 133 or 142, or
      (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
c. A Third Party Participant includes any:
   (1) Subrecipient at any tier,
   (2) Lessee,
   (3) Third Party Contractor or Subcontractor at any Tier, and
   (4) Other Third Party Participant in its Project,
d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives Federal public transportation assistance appropriated or made available for its Project will engage in charter service operations, except as permitted under:
   (1) Federal transit laws, specifically 49 U.S.C. 5323(d) and (g),
   (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. 5323(d) and (g),
   (3) Any other Federal Charter Service regulations, or
   (4) Federal guidance, except as FTA determines otherwise in writing,
e. You and your Applicant agree that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
f. You and your Applicant agree that:
   (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives FTA funding appropriated or made available for its Project that has engaged in a pattern of violations of FTA's Charter Service regulations by:
      (a) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or
      (b) Otherwise violating its Charter Service Agreement it has elected in its

latest annual Certifications and Assurances, and
(2) These corrective measures and remedies may include:
(a) Barring it or any Third Party Participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA funds,
(b) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations, or
(c) Any other appropriate remedy that may apply, and

2. In addition to the exceptions to the charter service restrictions in FTA's Charter Service Regulations, FTA has established the following additional exceptions to those restrictions:
   a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5307 and 5311, to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under repealed 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that FTA funding for those program purposes only,
   b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5310, to be used for New Freedom activities that would have been eligible for assistance under repealed 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that FTA funding for those program purposes only, and
   c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. 5323(r).

4.C. School Bus Agreement.

If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the School Bus Agreement in Group 04.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), on behalf of your Applicant, you are entering into the following School Bus Agreement:

1. FTA's "School Bus Operations" regulations restrict school bus operations using facilities and equipment acquired with Federal funding derived from:
   a. Federal transit laws, 49 U.S.C. chapter 53,
   b. 23 U.S.C. 133 or 142, or
   c. Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
2. FTA's school bus operations restrictions extend to:

a. Your Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
   (1) Federal transit laws, 49 U.S.C. chapter 53,
   (2) 23 U.S.C. 133 or 142, or
   (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
b. Any Third Party Participant that receives Federal funding derived from:
   (1) Federal transit laws, 49 U.S.C. chapter 53,
   (2) 23 U.S.C. 133 or 142, or
   (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,

3. A Third Party Participant includes any:
   a. Subrecipient at any tier,
   b. Lessee,
   c. Third Party Contractor or Subcontractor at any tier, and
   d. Other Third Party Participant in the Project,
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant involved in your Applicant's Project, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
   a. Federal transit laws, specifically 49 U.S.C. 5323(f) and (g),
   b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g),
   c. Any other Federal School Bus regulations, or
   d. Federal guidance, except as FTA determines otherwise in writing,
5. You and your Applicant agree that the latest School Bus Agreement you have selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
   a. Bar your Applicant or Third Party Participant from receiving further Federal transit funds, or
   b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

GROUP 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide funding for a Project to acquire rolling stock for use in revenue service or to acquire a new bus model, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Rolling Stock Reviews and Bus Testing Certifications in Group 05, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and

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Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 05 that does not apply will not be enforced.

5.A. Rolling Stock Reviews.

If your Applicant seeks FTA funding to acquire rolling stock for use in revenue service, the Certifications in Group 05.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that when procuring rolling stock for use in revenue service:

1. It will comply with:
   a. Federal transit laws, specifically 49 U.S.C. 5323(m), and
   b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR 663.7:
   a. It will conduct or cause to be conducted the required pre-award and post-delivery reviews, and
   b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

5.B. Bus Testing.

If your Applicant seeks FTA funding to acquire a new bus model, the Bus Testing Certifications in Group 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. Bus Testing requirements apply to all acquisitions of new buses and new bus models that require bus testing, and it will comply with:
   a. 49 U.S.C. 5318, and
   b. FTA regulations, "Bus Testing," 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. 5318,
2. As required by 49 CFR 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
   a. It will not spend any Federal funds appropriated under 49 U.S.C. chapter 53 to acquire that bus until:
      (1) That bus has been tested at FTA's bus testing facility, and
      (2) That bus has received a copy of the test report prepared on that new bus

model, and
   b. It will not authorize final acceptance of the bus until:
      (1) The bus has been tested at FTA's bus testing facility, and
      (2) It has received a copy of the test report prepared on that new bus model,
3. It will ensure that the bus that is tested has met the performance standards consistent with those regulations, including:
   a. Performance standards for:
      (1) Maintainability,
      (2) Reliability,
      (3) Performance (including braking performance),
      (4) Structural integrity,
      (5) Fuel economy,
      (6) Emissions, and
      (7) Noise, and
   b. Minimum safety performance standards established under 49 U.S.C. 5329, and
4. After FTA has issued regulations authorized by 49 U.S.C. 5318(e)(2), it will ensure that the bus that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

GROUP 06. DEMAND RESPONSIVE SERVICE.

If your Applicant is a public entity, operates demand responsive service, and seeks FTA funding to acquire a non-rail vehicle that is not accessible, before FTA may provide funding for that Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Demand Responsive Service Certifications in Group 06, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR 37.77(d), on behalf of your Applicant, you certify that:
1. Your Applicant offers public transportation services equivalent in level and quality of service to:
   a. Individuals with disabilities, including individuals who use wheelchairs, and
   b. Individuals without disabilities, and
2. Viewed in its entirety, its service for individuals with disabilities is:

a. Provided in the most integrated setting feasible, and
b. Equivalent to the service it offers individuals without disabilities with respect to:
   (1) Response time,
   (2) Fares,
   (3) Geographic service area,
   (4) Hours and days of service,
   (5) Restrictions on priorities based on trip purpose,
   (6) Availability of information and reservation capability, and
   (7) Constraints on capacity or service availability.

GROUP 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide funding for an Intelligent Transportation Systems (ITS) Project or a Project in support of an ITS Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Intelligent Transportation Systems Assurances in Group 07, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurances in Group 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:
1. Understand that, as used in this assurance, the term Intelligent Transportation Systems (ITS) Project is defined to include any Project that, in whole or in part, finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," and
2. Assure that, as provided in 23 U.S.C. 517(d), any ITS Project it undertakes that is funded with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. 517(d)(2).

GROUP 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may provide funding appropriated or made available for 49 U.S.C.

chapter 53 to support interest or financing costs of any Project financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, or finance leasing costs, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 08, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 08 that does not apply will not be enforced.

8.A. Interest and Financing Costs.

If your Applicant intends to use FTA funding to support interest or other financing costs for Projects funded by the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, the Interest and Financing Costs Certifications in Group 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or other financing costs unless:
   a. It is eligible to receive Federal funding for those costs, and
   b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, to the extent FTA may require, and
2. It will comply with the same favorable financing cost provisions for:
   a. Urbanized Area Formula Grants Projects,
   b. Projects under Full Funding Grant Agreements,
   c. Projects with Early Systems Work Agreements,
   d. Fixed Guideway Capital Investment Projects funded by previous FTA enabling legislation,
   e. State of Good Repair Projects,
   f. Bus and Bus Facilities Projects, and
   g. Low or No Emission Vehicle Development Projects.

8.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks FTA funding to acquire capital assets through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Group 08.B

applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, specifically 49 CFR 639.15(b)(1) and 49 CFR 639.21, if your Applicant acquires any capital asset through a lease financed with Federal funding appropriated or made available for 49 U.S.C. chapter 53:

1. It will not use Federal funding appropriated or made available for public transportation projects eligible under 49 U.S.C. chapter 53 or any other applicable law to finance the cost of leasing any capital asset until:
   a. It performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset, and
   b. It completes these calculations before the later of:
      (1) Entering into the lease, or
      (2) Receiving a capital grant for the asset, and
2. It will not enter into a capital lease for which FTA can provide only incremental Federal funding unless it has adequate financial resources to meet its future lease obligations if Federal funding is not available.

GROUP 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.

Before FTA may provide funding appropriated or made available for 49 U.S.C. chapter 53 to support your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 09, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 09 that does not apply will not be enforced.

9.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each Subrecipient will:

1. Follow Federal guidance when issued that implements transit asset management system provisions of 49 U.S.C. 5326, except as FTA determines otherwise in writing,

and
2. Comply with the final Federal regulations when issued that implement the transit asset management provisions of 49 U.S.C. 5326.

9.B. Public Transportation Agency Safety Plan.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State government, local government, or any other operator of a public transportation system, the Public Transportation Safety Plan Certifications in Group 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will:
1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. § 5329(d), except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. 5331 and its implementing regulations, before FTA may provide funding for your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 10, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 10 that does not apply will not be enforced.

As required by 49 U.S.C. 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR 655.83, on behalf of your Applicant, including a State Applicant, and on behalf of its Subrecipients and Third Party Contractors, you certify that:
1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
   a. An alcohol misuse testing program, and
   b. A controlled substance testing program,
2. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing

requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. 5331, and

3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or Third Party Contractors to which these testing requirements apply reside in a State that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have complied or will comply with the Federal controlled substance testing requirements of 49 CFR part 655.

GROUP 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY) AND CAPITAL INVESTMENT PROGRAM IN EFFECT BEFORE MAP-21.

The Certifications in Group 11 apply to the New Starts, Small Starts, or Core Capacity Programs, 49 U.S.C. 5309.

Before FTA may provide funding for your Applicant's New Starts, Small Starts, or Core Capacity Project in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 11, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following capabilities to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and

b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304.

GROUP 12. STATE OF GOOD REPAIR PROGRAM.

Certain Certifications and Assurances listed previously are required for the State of Good Repair Program funding under 49 U.S.C. 5337.

Before FTA may provide funding for your Applicant's Project under the State of Good Repair Program, 49 U.S.C. 5337, for your Applicant's Project, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 12, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurance in Group 12 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304.

GROUP 13. FIXED GUIDEWAY MODERNIZATION GRANT PROGRAM.

Before FTA may provide funding for your Applicant's Project under the Fixed Guideway Modernization Grant Program, former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 13, except as FTA determines otherwise in writing.

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Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certification in Group 13 that does not apply will not be enforced.

Former 49 U.S.C. 5309(b)(2) and former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, require the following Certifications for Fixed Guideway Modernization Grant Program funding. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

GROUP 14. BUS AND BUS FACILITIES FORMULA GRANTS PROGRAM AND BUS AND BUS RELATED EQUIPMENT AND FACILITIES GRANT PROGRAM (DISCRETIONARY).

The Certifications in Group 14 are required for funding under:

14.A. The Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, as amended by MAP-21, and

14.B. The Bus and Bus Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309(b)(3) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 14, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or

other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 14 that does not apply will not be enforced.

14.A. Bus and Bus Facilities Formula Grants Program

If your Applicant seeks FTA funding for its Project under the Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, the Certifications in Group 14.A below apply to your Applicant, except as FTA determines otherwise in writing.

The following Certification for Bus and Bus Facilities Formula Grants Program funding are required by 49 U.S.C. 5339(b), which states that "[t]he requirements of section 5307 apply to recipients of grants made under this section." Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C.5339, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C.5339, it will comply with the:
   a. General Provisions of 49 U.S.C. 5323, and
   b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
   a. Has made or will make available to the public information on amounts of its

funding available to it under 49 U.S.C. 5339,
   b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
   c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
   d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
   e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other United States Government sources,
   f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
   g. Has made or will make the final Program of Projects available to the public,
7. As required by 49 U.S.C. 5307(d), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. It will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
9. It has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation, and
10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d)..

14.B. Bus and Bus Related Equipment and Facilities Grant Program (Discretionary).

If your Applicant seeks FTA funding for its Project under the Bus and Bus Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 14.B below apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Bus and Bus Related Equipment and Facilities Grant Program (Discretionary) funding are required by former 49 U.S.C. 5309(c)(2), which applies the requirements of former 49 U.S.C. 5307(d)(1)(A), (B), (C), and (H) in effect in FY 2012 or a previous fiscal year to this Program except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

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1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

GROUP 15. URBANIZED AREA FORMULA GRANTS PROGRAMS, PASSENGER FERRY GRANT PROGRAM, AND JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM.

The Certifications in Group 15 are required for funding under:

15.A. The Urbanized Area Formula Grants Program financed with funds appropriated or made available for 49 U.S.C. 5307, as amended by MAP-21, which among other things, authorizes funding for Job Access and Reverse Commute (JARC) Projects and Project Activities,

15.B. The Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply,

15.C. The Passenger Ferry Grant Program financed with funds appropriated or made available for 49 U.S.C. 5307(h), as amended by MAP-21, and

15.D. The Job Access and Reverse Commute (JARC) Formula Grant Program financed with funds appropriated or made available for former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 15, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Any provision of the Certifications in Group 15 that does not apply will not be enforced.

15.A. Urbanized Area Formula Grants Program under MAP-21.

If your Applicant seeks FTA funding for its Project under the Urbanized Area Formula Grants Program, 49 U.S.C. 5307, as amended by MAP-21, the Certifications in Group 15.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program funding appropriated or made available in FYs 2013 and 2014 are required by 49 U.S.C. 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C. 5307, it will comply with the:
   a. General Provisions of 49 U.S.C. 5323, and
   b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
   a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5307,
   b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
   c. Has published or will publish a Program of Projects in a way that affected

individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,

d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other United States Government sources,
f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
g. Has made or will make the final Program of Projects available to the public,

7. As required by 49 U.S.C. 5307(d), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. As required by 49 U.S.C. 5307(c)(1)(H), it will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
9. As required by 49 U.S.C. 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation,
10. Each fiscal year:
    a. At least one (1) percent of the amount of the 49 U.S.C. 5307 funding apportioned to the urbanized area must be expended for public transportation security Projects as described in 49 U.S.C. 5307(c)(1)(J)(i) including:
       (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
       (2) Increased camera surveillance of an area in or adjacent to that system,
       (3) Providing emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
       (4) Any other Project intended to increase the security and safety of an existing or planned public transportation system, or
    b. The Designated Recipients in its urbanized area certify that such expenditures for transportation security Projects are not necessary (Information about the intentions of your Designated Recipients in your Applicant's urbanized area must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web),
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
    a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to the urbanized area is spent for Associated Transit Improvements,

as defined in 49 U.S.C. 5302(1),

b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
   (1) A list of its Associated Transit Improvement Projects or Project Activities during that Federal fiscal year using those 49 U.S.C. 5307 funds, or
   (2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the funding apportioned to the area for Associated Transit Improvement Projects or Project Activities, or have included the same information in a separate report attached in TEAM-Web, and
c. The report of its Associated Transit Improvement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and

12. It will comply with the final Federal regulations, when issued, that implement the safety requirements of 49 U.S.C. § 5329(d).

B. Urbanized Area Formula Grants Program before MAP-21 Became Effective.

You must select the Certification in Group 15.B if your Applicant seeks funding under the Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

The following Certifications for the Urbanized Area Formula Grants Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any elderly individual,
   b. Any handicapped individual, as described in 49 CFR part 27,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or

   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),

5. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, it will comply with the following provisions as amended by MAP-21:
   a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
   c. "Buy America" under 49 U.S.C. 5323(j),
   d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
   e. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
   f. "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
7. It:
   a. Has or will make available to the public information on amounts available to it under 49 U.S.C. 5307 and the Program of Projects it proposes to undertake,
   b. Will develop or has developed, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be financed,
   c. Will publish or has published a proposed Program of Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the Applicant or Recipient's performance,
   d. Will provide or has provided an opportunity for a public hearing in which to obtain the views of citizens on the proposed Program of Projects,
   e. Will ensure or has ensured that the proposed Program of Projects provides for the coordination of public transportation services assisted under 49 U.S.C. 5336 with transportation services assisted from other U.S. Government sources,
   f. Will consider or has considered comments and views received, especially those of private transportation providers, in preparing the final Program of Projects, and
   g. Will make or has made the final Program of Projects available to the public,
8. It:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
9. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304,
10. It has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation,
11. Each fiscal year:
   a. At least one (1) percent of the 49 U.S.C. 5307 funding apportioned to an urbanized area must be spent for public transportation security Projects (limited to capital Projects if it serves an urbanized area with a population of 200,000 or

more), including:
(1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
(2) Increased camera surveillance of an area in or adjacent to that system,
(3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
(4) Any other Project intended to increase the security and safety of an existing or planned public transportation, or

b. It will certify that such expenditures for transportation security Projects are not necessary (Information about its intentions must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web),

12. If it serves an urbanized area with a population of at least 200,000 individuals:
    a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to the urbanized area is spent for Transit Enhancements, as defined in former 49 U.S.C. 5302(a)(15),
    b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
        (1) A list of its Transit Enhancement Project Activities during that Federal fiscal year using those former 49 U.S.C. 5307 funds, or
        (2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the amount of funding that must be made available to them for Transit Enhancements or have included the same information in a separate report attached in TEAM-Web, and
    c. The report of its or the Designated Recipients' Transit Enhancement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
13. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

C. Passenger Ferry Grant Program.

If your Applicant seeks FTA funding for its Project under the Passenger Ferry Grant Program, 49 U.S.C. 5307(h), the Certifications in Group 15.C apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Passenger Ferry Grant Program funding are required by 49 U.S.C. 5307(h) and (c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
    a. Legal capacity,
    b. Financial capacity, and
    c. Technical capacity,

2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307(h), the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C. 5307(h), it will comply with the:
   a. General Provisions of 49 U.S.C. 5323, and
   b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. As required by 49 U.S.C. 5307(d), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
7. As required by 49 U.S.C. 5307(c)(1)(H), it will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
8. As required by 49 U.S.C. 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation, and
9. . It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

D. Job Access and Reverse Commute (JARC) Formula Grant Program.

If your Applicant seeks FTA funding for its Project under the Job Access and Reverse Commute (JARC) Formula Grant Program, former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 15.C apply to your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Job Access and Reverse Commute (JARC) Formula Grant Program are required by former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements

that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

a. It will make awards of JARC funding on a competitive basis following:
   (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(A), and
   (2) A statewide solicitation for applications for JARC funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(B) or (C),
b. Any allocations to Subrecipients of JARC funding authorized by former 49 U.S.C. 5316 will be distributed on a fair and equitable basis,
c. As required by former 49 U.S.C. 5316:
   (1) The Projects it has selected or will select for former 49 U.S.C. 5316 funding must be derived from a public transit-human services transportation plan that has been:
      (a) Locally developed, and
      (b) Coordinated, and
   (2) That locally developed and coordinated plan was produced through a process that included:
      (a) Representatives of public, private, and nonprofit transportation providers,
      (b) Human service providers, and
      (c) Participation by the public,
d. Before it transfers funds to a Project funded by former 49 U.S.C. 5336, that Project has been or will have been coordinated with private nonprofit providers of services as required under former 49 U.S.C. 5316(g)(2),
e. Before using funds apportioned for Projects serving an area other than that for which funding was apportioned under former 49 U.S.C. 5316:
   (1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of former 49 U.S.C. 5316 are being met in the area from which the funding would be derived, and
   (2) If the State has a statewide program for meeting the JARC program objectives of former 49 U.S.C. 5316, the funds can be used for Projects anywhere in the State, and
f. The requirements of former 49 U.S.C. 5307 will apply to the JARC Program, authorized by former 49 U.S.C. 5316, and

2. The following Certifications for the JARC Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:
   a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
      (1) The legal capacity,

(2) The financial capacity, and
(3) The technical capacity,

b. It has or will have, and will require each Subrecipient to have satisfactory continuing control over the use of Project equipment and facilities,
c. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
d. To the extent applicable, it will ensure, and will require each Subrecipient to ensure, that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5316 the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   (1) Any elderly individual,
   (2) Any handicapped individual, as described in 49 CFR part 27,
   (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
   (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
e. When carrying out a procurement under former 49 U.S.C. 5316, it will comply with the following provisions as amended by MAP-21:
   (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   (2) The prohibition against exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
   (3) "Buy America" under 49 U.S.C. 5323(j),
   (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m), and
   (5) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
f. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
g. It:
   (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5316,
   (2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
   (3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,
h. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304,
i. It has or will have, and will require each Subrecipient to have, a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation, and
j. To the extent applicable, it will comply with, and as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 16. SENIORS/ELDERLY/INDIVIDUALS WITH DISABILITIES

AND NEW FREEDOM PROGRAMS.

The Certifications in Group 16 are required for funding under:

16.A. The Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, financed or to be financed with funds appropriated or made available for 49 U.S.C. 5310, as amended by MAP-21, which among other things authorizes funding for New Freedom Projects and Project Activities,

16.B. The Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, and

16.C. The New Freedom Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 16, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 16 that does not apply will not be enforced.

16.A. Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, 49 U.S.C. 5310, as amended by MAP-21, the Certifications in Group 16.A apply to your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. Each of its Subrecipients is:

(1) A private nonprofit organization, or
(2) A State or local governmental authority that:
  (a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
  (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program,

b. It will comply with the following Project selection and planning requirements:
  (1) The Projects it has selected or will select for funding appropriated or made available for 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
    (a) Locally developed, and
    (b) Coordinated,
  (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
    (a) Seniors,
    (b) Individuals with disabilities,
    (c) Representatives of public, private, and nonprofit transportation providers,
    (d) Representatives of public, private, and nonprofit human services providers, and
    (e) Other members of the public,
  (3) The transportation projects to assist in providing transportation services for seniors and individuals with disabilities are included in a program of projects,
  (4) A program of projects under Group 16.A.1.b(3) above is or will be submitted annually to FTA, and
  (5) To the maximum extent feasible, the services funded by 49 U.S.C. 5310 will be coordinated with transportation services funded by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services,
c. As required by 49 U.S.C. 5310(e)(2)(B), it certifies that if it allocates funds received under 49 U.S.C. 5310, to Subrecipients, it will have allocated those funds on a fair and equitable basis,
d. It will transfer a facility or equipment financed with funding appropriated or made available for a grant under 49 U.S.C. 5310, to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, only if:
  (1) The recipient in possession of the facility or equipment consents to the transfer, and
  (2) The facility or equipment will continue to be used as required under 49 U.S.C. 5310,
e. As required by 49 U.S.C. 5310(b)(2), it will use at least fifty-five (55) percent of the funds on capital projects to meet the special needs of seniors and disabled, and
f. The requirements of 49 U.S.C. 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with

Disabilities, authorized by 49 U.S.C. 5310, and

2. FTA has determined certain requirements of 49 U.S.C. 5307, to be appropriate for which some require Certifications. Therefore, as specified under 49 U.S.C. 5307(c)(1), it certifies that:
   a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and
      (3) Technical capacity,
   b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
   c. It will maintain, and will require each Subrecipient to maintain its Project equipment and facilities adequately,
   d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will, and will require each Subrecipient to comply with the:
      (1) General Provisions of 49 U.S.C. 5323, and
      (2) Third Party Contract Provisions of 49 U.S.C. 5325,
   e. It has complied or will comply with, and will require each Subrecipient to comply with:
      (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
      (2) The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304, and
   f. To the extent applicable, it will comply with, and require its Subrecipients to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

16.B. Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program, former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.B apply to your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
   a. Each of your State Applicant's Subrecipients is:
      (1) A private nonprofit organization, if the public transportation service that

would undertake public transportation capital Project(s) planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities is:
(a) Unavailable,
(b) Insufficient, or
(c) Inappropriate, or

(2) A State or local governmental authority that:
(a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
(b) Certifies that there are not any nonprofit organizations readily available in the area to provide public transportation capital Projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities,

b. The Projects your State Applicant has selected or will select for funding appropriated or made available for former 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
(1) Locally developed, and
(2) Coordinated,

c. That public transit-human services transportation plan was developed and approved through a process that included participation by:
(1) Elderly Individuals,
(2) Individuals with disabilities,
(3) Representatives of public, private, and nonprofit transportation providers,
(4) Representatives of human services providers, and
(5) Other members of the public,

d. If your State Applicant allocates funds received under former 49 U.S.C. 5310 to Subrecipients, your State Applicant will have allocated those funds on a fair and equitable basis,

e. The Program of Projects your State Applicant has submitted or will submit contains or will contain an assurance that the Program provides for the maximum feasible coordination of transportation services funded by former 49 U.S.C. 5310 with transportation services funded by other Government sources,

f. If your State Applicant transfers former 49 U.S.C. 5310 funds to another Project funded under 49 U.S.C. 5336 in accordance with former 49 U.S.C. 5310(b)(2), the Project for which the funds are requested has been coordinated with private nonprofit providers of service under former 49 U.S.C. 5310, and

g. It will comply with the requirements of former 49 U.S.C. 5307 that FTA determined will apply to the former Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program,

2. The following Certifications for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5307(d)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:

a. Your State Applicant and each of its Subrecipients have or will have the following to carry out its proposed Project(s), including the safety and security

aspects of the proposed Project(s):
(1) Legal capacity,
(2) Financial capacity, and
(3) Technical capacity,

b. Your State Applicant and each Subrecipient has or will have satisfactory continuing control over the use of Project equipment and facilities,
c. Your State Applicant and each of its Subrecipients will maintain its Project equipment and facilities adequately,
d. When carrying out a procurement under former 49 U.S.C. 5310, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
   (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
   (3) "Buy America" under 49 U.S.C. 5323(j),
   (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
   (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
   (6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
f. Your State Applicant:
   (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5310(c)(2),
   (2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
   (3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,
g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
h. To the extent applicable, your State Applicant will comply with and, as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

16.C. New Freedom Program.

If your Applicant seeks FTA funding for its Project under the New Freedom Program, former 49 U.S.C. 5317, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.C apply to your Applicant, except as FTA determines otherwise in writing.

1. Former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year requires the following Certification for the New Freedom Program. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It will make awards of New Freedom funding on a competitive basis after conducting:

(1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5317(d)(1), or
(2) A statewide solicitation for applications for New Freedom funding in compliance with former 49 U.S.C. 5317(d)(2),

b. Any allocations to Subrecipients of New Freedom funding authorized by former 49 U.S.C. 5317 will be distributed on a fair and equitable basis,
c. It will comply with the following Project selection and planning requirements:
(1) The Projects it has selected or will select for funding appropriated or made available for that program were derived from a public transit-human services transportation plan that has been:
(a) Locally developed, and
(b) Coordinated,
(2) That locally developed and coordinated plan was produced through a process that included:
(a) Representatives of public, private, and nonprofit transportation providers,
(b) Representatives of public, private, and nonprofit human services providers, and
(c) Participation by the public,
d. Before it transfers funds to a Project funded by former 49 U.S.C. 5311(c), former 49 U.S.C. 5336, or both:
(1) The funding to be transferred may be made available only to Projects eligible for funding appropriated or made available for former 49 U.S.C. 5317, and
(2) It will have consulted with responsible local officials and publicly owned operators of public transportation in each area for which the amount to be transferred was originally awarded,
e. The requirements of former 49 U.S.C. 5307 and 5310, as determined by FTA, will apply to the New Freedom Program, authorized by former 49 U.S.C. 5317, and

2. The following Certifications for the New Freedom Program are required by former 49 U.S.C. 5307(d)(1) and 5310. Therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:
a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
(1) Legal capacity,
(2) Financial capacity, and
(3) Technical capacity,
b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
c. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
d. When carrying out a procurement under former 49 U.S.C. 5317, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
(1) Competitive procurement (as defined or approved by FTA), as required by

49 U.S.C. 5325(a),
(2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
(3) "Buy America" under 49 U.S.C. 5323(j),
(4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
(5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
(6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),

e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
f. It:
(1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share required by former 49 U.S.C. 5317(g),
(2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
(3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,
g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
h. To the extent applicable, it will comply with and, as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 17. RURAL/OTHER THAN URBANIZED AREAS/APPALACHIAN DEVELOPMENT/OVER-THE-ROAD BUS ACCESSIBILITY PROGRAMS.

The Certifications in Group 17 are required for funding under:

17.A. The Formula Grants for Rural Areas Program financed with funding appropriated or made available for 49 U.S.C. 5311(b), as amended by MAP-21, (Separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a Public Transportation on Indian Reservations Project financed with funding made available for 49 U.S.C. 5311(c))(1), as amended by MAP-21.)

17.B. The Formula Grants for Other Than Urbanized Areas Program financed with funding appropriated or made available for former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, (Separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a "Tribal Transit" Project financed with funding made available for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year.)

17.C. The Appalachian Development Public Transportation Assistance Program financed with funding appropriated or made available for 49 U.S.C. 5311(c)(2), as amended by MAP-21, and

17.D. The Over-the-Road Bus Accessibility Program financed with funding appropriated or made available for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, except as superseded by

MAP-21 cross-cutting requirements that apply.

(Separate Certifications and Assurances have been established for an Indian tribe that is an Applicant for a Tribal Transit Project financed with funding made available for 49 U.S.C. 5311(c).)

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 17, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 17 that does not apply will not be enforced.

17.A. Formula Grants for Rural Areas Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for Rural Areas Program, 49 U.S.C. 5311, as amended by MAP-21, the Certifications in Group 17.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each State or State organization serving as your Applicant for funding appropriated or made available for the Rural Areas Formula Project authorized by 49 U.S.C. 5311(b). On its behalf, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program has provided for a fair distribution of Federal funding appropriated or made available for 49 U.S.C. 5311(b), within the State, including Indian reservations,
5. Its program provides or will provide the maximum feasible coordination of public transportation service funded by 49 U.S.C. 5311(b), with transportation service funded by other Federal sources,

6. Its Projects in its Formula Grants for Rural Areas Program are included in:
   a. The Statewide Transportation Improvement Program, and
   b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. It:
   a. Has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g),
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. It may transfer a facility or equipment acquired using a grant under 49 U.S.C. 5311(b) to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient in possession of the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under 49 U.S.C. 5311, and
9. Each fiscal year:
   a. It will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State, with eligible activities, including:
      (1) Planning and marketing for intercity bus transportation,
      (2) Capital grants for intercity bus facilities,
      (3) Joint-use facilities,
      (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
      (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
   b. It will provide to the Federal Transit Administrator a Certification from the Governor of the State that:
      (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
      (2) The State's intercity bus service needs are being met adequately.

17.B. Formula Grants for Other Than Urbanized Areas Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for Other Than Urbanized Areas Program, former 49 U.S.C. 5311 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 17.B apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each State or State organization serving as your Applicant for funding appropriated or made available for the Formula Grants for Other Than Urbanized Areas Project authorized by former 49 U.S.C. 5311(b)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. On its behalf, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):

a. Legal capacity,
b. Financial capacity, and
c. Technical capacity,

2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program required under former 49 U.S.C. 5311(b)(2) has provided for a fair distribution of Federal funding appropriated or made available for former 49 U.S.C. 5311(b), within the State, including Indian reservations,
5. Its State program required under former 49 U.S.C. 5311(b)(2) provides or will provide the maximum feasible coordination of public transportation service funded by former 49 U.S.C. 5311(b), with transportation service funded by other Federal sources,
6. Its Projects in its Formula Grants for Other than Urbanized Areas Program are included in:
   a. The Statewide Transportation Improvement Program, and
   b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. It:
   a. Has or will have the amount of funds required for the local share, as required by former 49 U.S.C. 5311(g),
   b. Will provide the local share funds sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. It may transfer a facility or equipment acquired using a grant under former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient in possession of the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under former 49 U.S.C. 5311, and
9. Each fiscal year:
   a. It will spend at least fifteen (15) percent of its former 49 U.S.C. 5311 funding available for that fiscal year to develop and support intercity bus transportation within the State with eligible activities, including:
      (1) Planning and marketing for intercity bus transportation,
      (2) Capital grants for intercity bus shelters,
      (3) Joint-use stops and depots,
      (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
      (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
   b. It will provide to the Federal Transit Administrator a Certification from the Chief Executive Officer of the State that:
      (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
      (2) The State's intercity bus service needs are being met adequately.

17.C. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks FTA funding for its Project under the Appalachian Development Public Transportation Assistance Program, 49 U.S.C. 5311(c)(2), the Certification in Group 17.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances it must provide, if it is unable to use its funding made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. 5311(c)(2)(D), it may use the funding for a highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves for such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

17.D. Over-the-Road Bus Accessibility Program.

If your Applicant seeks FTA funding for its Project under the Over-the-Road Bus Accessibility Program, section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, the Assurances in Group 17.D apply to your Applicant, except as FTA determines otherwise in writing.

Your Applicant assures that it will comply with all applicable Federal statutes and regulations, and follow applicable Federal guidance in carrying out any Over-the-Road Bus Accessibility Project supported by the FTA grant. It acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its Project with FTA. It understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and affect the implementation of the Project.

It assures that the Federal requirements for the Over-the-Road Bus Accessibility Program during FY 2012 will apply to the Project, except as FTA determines otherwise in writing. Certifications and Assurances for funding to be awarded under this program in FY 2014 are included in these FTA Certifications and Assurances for FY 2014. Each Applicant must submit Group 01 ("Required Certifications and Assurances for Each Applicant"). Each Applicant seeking more than $100,000 in Federal funding must provide both Group 01, and Group 02, ("Lobbying").

GROUP 18. TRIBAL TRANSIT PROGRAMS.

The Certifications in Group 18 are required for funding under:

- *The Public Transportation on Indian Reservations Formula Program, 49 U.S.C. 5311(c)(1), as amended by MAP-21, and*
- *The Public Transportation on Indian Reservations Discretionary Program, 49 U.S.C. 5311(c)(1).*

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 18, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 18 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with funding appropriated or made available for 49 U.S.C. 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,
5. It will:
   a. Have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically 49 CFR 18.36, or
   b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations,
6. It will comply with Buy America under 49 U.S.C. 5323(j), and
7. It will comply with the Certifications, Assurances, and Agreements in:
   a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
   b. Group 05.B (Bus Testing),
   c. Group 06 (Demand Responsive Service),
   d. Group 07 (Intelligent Transportation Systems), and
   e. Group 10 (Alcohol and Controlled Substances Testing).

GROUP 19. LOW OR NO EMISSION/CLEAN FUELS GRANT PROGRAM

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

The Certifications in Group 19 are required for funding under:

19.A. The Low or No Emission Vehicle Deployment Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, and

19.B. The Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 19, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 19 that does not apply will not be enforced.

19.A. Low or No Emission Vehicle Deployment.

If your Applicant seeks FTA funding for its Project under the Low or No Emission Vehicle Development Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, the Certifications and Assurances in Group 19.A apply to your Applicant, except as FTA determines otherwise in writing.

Section 5312(d)(5)(C)(i) of title 49 requires the following Certifications for Low or No Emission Vehicle Deployment Program funding appropriated or made available for MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours, for transportation using or involving a facility or equipment funded for its Project, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,

   b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability), and cannot use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under this Program, it will comply with the:
   a. General Provisions of 49 U.S.C. 5323, and
   b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has:
   a. Informed or will inform the public of the amounts of its funding available under this Program,
   b. Developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
   c. Published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
   d. Provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
   e. Assured or will assure that the proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. 5336 with federally funded transportation services supported by other United States Government sources,
   f. Considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
   g. Made or will make the final list of Projects available to the public,
7. It:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. It will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,
9. It has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation, and
10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

19.B. Clean Fuels Grant Program.

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

If your Applicant seeks FTA funding for its Project under the Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 crosscutting requirements that apply, the Certifications and Assurances in Group 19.B apply to your Applicant, except as FTA determines otherwise in writing.

Former 49 U.S.C. 5307(d)(1) except as superseded by MAP-21 cross-cutting requirements that apply, requires the following Certifications for Clean Fuels Grant Program funding appropriated or made available for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain the Project equipment and facilities adequately,
4. It will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving Project facilities or equipment supported under former 49 U.S.C. 5308:
   a. Elderly individuals,
   b. Individuals with disabilities,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under former 49 U.S.C. 5308, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
   a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
   c. "Buy America" under 49 U.S.C. 5323(j),
   d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
   e. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
   f. "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
7. It:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,

8. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304,
9. It has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation, and
10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 20. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide funding for your Applicant's Project under the Paul S. Sarbanes Transit in Parks Program, former 49 U.S.C. 5320, in effect in FY 2012 or a previous fiscal year for your Applicant's Project, except as superseded by MAP-21 requirements that apply, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 20, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 20 that does not apply will not be enforced.

1. The following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It will consult with the appropriate Federal land management agency during the planning process, and
   b. The requirements of former 49 U.S.C. 5307, as determined by FTA, will apply to the Parks Program, authorized by former 49 U.S.C. 5320, and
2. FTA has determined certain requirements of former 49 U.S.C. 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore as specified under former 49 U.S.C. 5307(d)(1) except as superseded by MAP-21 cross-cutting requirements that apply, you certify that:
   a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and

(3) Technical capacity,

b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
c. It will maintain the Project equipment and facilities adequately,
d. When carrying out a procurement under former 49 U.S.C. 5320, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
   (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
   (3) "Buy America" under 49 U.S.C. 5323(j),
   (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
   (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
   (6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
f. It has complied or will comply with the requirements of former 49 U.S.C. 5307(c). Specifically, it:
   (1) Has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. 5320, and the Projects it proposes to undertake,
   (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, Projects to be financed,
   (3) Has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,
   (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
   (5) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
   (6) Has made or will make the final list of Projects available to the public,
g. It:
   (1) Has or will have the amount of funds required for the local share,
   (2) Will provide the local share funds from sources approved by FTA, and
   (3) Will provide the local share funds when needed,
h. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304, and
i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation.

GROUP 21. STATE SAFETY OVERSIGHT GRANT PROGRAM.

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Before FTA may provide funding for your Applicant's Project under the State Safety Oversight Grant Program, 49 U.S.C. 5329(e), as amended by MAP-21, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 21, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 21 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. When carrying out a procurement for its Project, it will comply with the:
   a. The Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 49 C.F.R. part 18,
   b. General Provisions of 49 U.S.C. 5323, and
   c. Third Party Contract Requirements of 49 U.S.C. 5325,
5. As required by 49 U.S.C. 5329(e)(6)(C), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds only from sources approved by FTA, and will not be met by:
      (1) Any Federal funds,
      (2) Any funds received from a public transportation agency, or
      (3) Any revenues earned by a public transportation agency, and
   c. Will provide the local share funds when needed,
6. It meets the applicable requirements of 49 C.F.R. part 659, Rail Fixed Guideway Systems: State Safety Oversight, and
7. It has received or will receive an FTA certification upon a determination that its State Safety Oversight Program meets the requirements of 49 U.S.C. 5329(e) and is adequate to promote the purposes of 49 U.S.C. 5329.

GROUP 22. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Before FTA may provide funding for your Applicant's Project under the Public Transportation Emergency Relief Program, 49 U.S.C. 5324, as amended by MAP-21, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Assurance in Group 22, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurance in Group 22 that does not apply will not be enforced.

As required by 49 U.S.C. 5324(d), on behalf of your Applicant, you assure that it will comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for funding appropriated or made available for the Public Transportation Emergency Relief Program.

GROUP 23. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide funding for your Applicant's Project under the Expedited Project Delivery Pilot Program, section 20008(b)(5)(D) of MAP-21, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certification in Group 23, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

To the extent that the Certification in Group 23 does not apply, it will not be enforced.

On behalf of your Applicant, you certify that its existing public transportation system or the public transportation system that is the subject of the Project is in a state of good repair, as required by section 20008(b)(5)(D) of MAP-21.

GROUP 24. INFRASTRUCTURE FINANCE PROGRAMS.

The Certifications in Group 24 apply to the following programs:

24.A. The Transportation Infrastructure Finance and Innovation Act (TIFIA) Program, 23 U.S.C. 601-609, except as superseded by MAP-21 cross-cutting requirements that apply, and

24.B. The State Infrastructure Banks (SIB) Program, 23 U.S.C. 610, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide credit assistance under TIFIA for your Applicant's Project or funding for your Applicant to deposit in a SIB, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 24, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 24 that does not apply will not be enforced.

24.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks FTA funding for its Project under the TIFIA Program, the Certifications and Assurances in Group 24.A applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. 5323(o), that Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. 601 – 609.

1. To comply with 49 U.S.C. 5307, specifically 49 U.S.C. 5307(d)(1), on its behalf, you certify that:
   a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and
      (3) Technical capacity,
   b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
   c. It will maintain its Project equipment and facilities adequately,
   d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a TIFIA-financed Project, a fare that is not

more than fifty (50) percent of the peak hour fare will be charged to the following individuals:

(1) A senior,

(2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design, or

(3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and

(4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),

e. When carrying out a TIFIA-funded procurement, it will comply with:

(1) 49 U.S.C. 5323, and

(2) 49 U.S.C. 5325,

f. It has complied with or will comply with 49 U.S.C. 5307(b), because it:

(1) Has made or will make available to the public information on amounts of its TIFIA funding request(s),

(2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,

(3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,

(4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,

(5) Has ensured or will ensure that the proposed Program of Projects provides for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and U.S. DOT under TIFIA with federally funded transportation services supported by other United States Government sources,

(6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and

(7) Has made or will make the final Program of Projects available to the public,

g. It:

(1) Has or will have at least (twenty) 20 percent of the TIFIA net Project costs required for the local share,

(2) Will provide the local share funds from sources approved by FTA, and

(3) Will provide the local share funds when needed,

h. It will comply with:

(1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and

(2) The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation, and
j. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d),

2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest and other financing costs incurred in connection with its Project that must be in compliance with those requirements unless:
   a. It is eligible to receive Federal funding for those expenses, and
   b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*)
4. The National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. 5321 et seq., and will receive an environmental categorical exclusion, a finding of no significant impact, or a record of decision under NEPA for its Project prior to obligation of funds, and
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d), when required.

24.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a State and seeks FTA funding under the SIB Program to deposit in its SIB, the Certifications and Assurances in Group 24.B applies to your State and its Project, except as FTA determines otherwise in writing.

On behalf of the State organization serving as your Applicant for funding for its SIB Program, you certify and assure that:

1. It will comply with the following applicable Federal laws establishing the various SIB programs since 1995:
   a. 23 U.S.C. 610, as amended by MAP-21,
   b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
   c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or
   d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181,
2. It will comply with or follow the Cooperative Agreement establishing the State's SIB program between:
   a. It and FHWA, FRA, and FTA, or
   b. It and FHWA and FTA,
3. It will comply with or follow the Grant Agreement that provides FTA funding for the SIB and is between it and FTA, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
   a. 23 U.S.C. 610, as amended by MAP-21,

b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note,
d. Federal guidance pertaining to the SIB Program,
e. The Cooperative Agreement establishing the State's SIB Program, or
f. The FTA Grant Agreement,

4. As required by 49 U.S.C. 5323(o), Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, as amended by MAP-21, apply to any Project under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. 610 (or any support from 23 U.S.C. 601 – 609),
5. As required by 49 U.S.C. 5323(o) and 49 U.S.C. 5307(d)(1):
   a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those proposed Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and
      (3) Technical capacity,
   b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
   c. It will maintain its Project equipment and facilities adequately,
   d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a SIB-financed Project, a fare that is not more than fifty (50) percent of the peak hour fare will be charged to the following individuals:
      (1) A senior,
      (2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
      (3) An individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
      (4) An individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
   e. When carrying out a procurement under a SIB-financed Project, it will comply with the:
      (1) General Provisions of 49 U.S.C. 5323, and
      (2) Third Party Contract Provisions of 49 U.S.C. 5325,
   f. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
      (1) Has made or will make available to the public information on amounts of its funding requested under the SIB program,
      (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
      (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will

have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,

(4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,

(5) Has ensured or will ensure that the proposed Program of Projects provide for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and the SIB Program with federally funded transportation services supported by other United States Government sources,

(6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and

(7) Has made or will make the final Program of Projects available to the public,

g. It:

(1) Has or will have the amount of funds required for the local share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,

(2) Will provide the local share funds from sources approved by FTA, and

(3) Will provide the local share funds when needed,

h. It will comply with the:

(1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and

(2) The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,

i. It has a locally developed process to solicit and consider public comment before:

(1) Raising a fare, or

(2) Implementing a major reduction of public transportation, and

j. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d),

2. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with its Project unless:

a. It is eligible to receive Federal funding for those expenses, and

b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require, and

3. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d).

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

Group	Description	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	_____
12.	State of Good Repair Program.	_____
13.	Fixed Guideway Modernization Grant Program.	_____
14.	Bus and Bus Facilities Formula Grants Program and Bus and Bus Related Equipment and Facilities Grant Program (Discretionary).	_____
15.	Urbanized Area Formula Grants Programs, Passenger Ferry Grants Program, and Job Access and Reverse Commute (JARC) Program.	_____
16.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	_____
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
18.	Public Transportation on Indian Reservations Programs (also known as the Tribal Transit Programs).	_____
19.	Low or No Emission/Clean Fuels Grant Programs.	_____
20.	Paul S. Sarbanes Transit in Parks Program.	_____
21.	State Safety Oversight Program.	_____
22.	Public Transportation Emergency Relief Program.	_____
23.	Expedited Project Delivery Pilot Program.	_____
24.	Infrastructure Finance Programs.	_____

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2014 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

Name and Relationship of the Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2014, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2014.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name_____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature_____ Date: _____

Name_____
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

City of Hattiesburg, MS

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

Master

File Number: 2014-1121

File ID: 2014-1121 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/13/2014

Brief Title: Acknowledge receipt of unadvertised bids for 4th Street Medical Clinic Doors and accept the bid of Economy Supply in the amount of $2,043.00 as the lowest bid received.(Unadvertised bids for Construction Project)

Final Action:

Minute Book Number: MB2014-145

Title:

Acknowledge receipt of unadvertised bids for 4th Street Medical Clinic Doors and accept the bid of Economy Supply in the amount of $2,043.00 as the lowest bid received.(Unadvertised bids for Construction Project)

Notes:

Sponsors:

Enactment Date:

Attachments: 05-20-Accept 4th St Clinic Doors-Economy (Two Quote)

Enactment Number:

Contact:

Meeting Date: 05/20/2014

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014					

Text of Legislative File 2014-1121

Title

Acknowledge receipt of unadvertised bids for 4th Street Medical Clinic Doors and accept the bid of Economy Supply in the amount of $2,043.00 as the lowest bid received.(Unadvertised bids for Construction Project)

Summary

Acknowledge receipt of unadvertised bids for 4th Street Medical Clinic Doors and accept the bid of Economy Supply in the amount of $2,043.00 as the lowest bid received.(Unadvertised bids for Construction Project)

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 5/05/14
Order Number . . 2059 OQ

601 544 6960
ECONOMY SUPPLY COMPANY
200 SECOND ST
PO BOX 1128
HATTIESBURG MS 39403-1128

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Nancy Myrick

SIGNATURE Nancy Myrick DATE 5/2/14

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 4TH ST. MEDICAL CLINIC/ DOORS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
2X4X8 SPRUCE STUDS	05/02/14	100.00	EA	3.50	350.00	5/25/14	6/25
220 WHITE PICTURE WINDOWS 4X4QUITE CLEAR INSULATED GLASS W/ NO NAIL FINISH SIZE: 47 1/2 X 51 1/2	05/02/14	2.00	EA	270.50	541.00	5/25/14	6/20
FRONT DOORS 3068 6 PANEL ENTRY DOOR UNITS 6 3/4 JAMB FJ OPEN OUT NO OUTSIDE CASING US 15 HINGES W/MILL FINISH ACESS SILL (1) LEFT HAND &(1) RIGHT HAND	05/02/14	2.00	EA	345.50	691.00	5/25/14	6/25
REAR DOORS MASONRY OPENING 40"X81" 3068 FLUSH STEEL UNIT 7 7/8 FRAME SAVOR JAMB. US15 HINGE. R/H OPENS OUT W/ MILL FINISH ACCESS SIL. SPECIAL CUT DOWN TO 79 1/4 FRAME HEIGHT	05/02/14	1.00	EA	461.00	461.00	5/25/14	6/25
~~MAGAZINE SCOTS~~	05/02/14	2.00	EA	38.95	77.90	5/25/14	6/25

TOTAL BID PRICE 2120.90

2043.00

Mattie Bond

05/08/2014 12:40 6015446960 FAX 6015456661 Hattiesburg Purchasing
05/08/2014 THU 12:04

43530

601 261 9887
LOWE'S HOME CENTER
5058 HARDY ST
HATTIESBURG MS 39402

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 5/05/14
Order Number . . 2059 OQ

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Terry Lowe

Phone Number . . 601 5454512

SIGNATURE _____ DATE 5.8.14

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 4TH ST. MEDICAL CLINIC/ DOORS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
2X4X8 SPRUCE STUDS	05/02/14	100.00	EA	2.97	297.00		
220 WHITE PICTURE WINDOWS 4X4COLITE CLEAR INSULATED GLASS W/ NO NAIL FINISH SIZE: 47 1/2 X 51 1/2	05/02/14	2.00	EA	430.62	861.24		
FRONT DOORS 3068 6 PANEL ENTRY DOOR UNITS 6 3/4 JAMB FJ OPEN OUT NO OUTSIDE CASING US 15 HINGES W/MILL FINISH ACESS SILL (1) LEFT HAND &(1) RIGHT HAND	05/02/14	2.00	EA	325.00	650.00		
REAR DOORS MASONRY OPENING 40"X81' 3068 FLUSH STEEL UNIT 7 7/8 FRAME SAVOR JAMB, US15 HINGE. R/H OPENS OUT W/ MILL FINISH ACCESS SIL. SPECIAL CUT DOWN TO 79 1/4 FRAME HEIGHT	05/02/14	1.00	EA	359.01	359.01		
MAGAZINE SLOTS	05/02/14	2.00	EA				

TOTAL BID PRICE 216275

JERRY CALL IF QUESTIONS
RAY HICKS
PH# 769-223-3556

FAX BACK
601-545-6661

City of Hattiesburg, MS

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

Master

File Number: 2014-1122

File ID: 2014-1122 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/13/2014

Brief Title: Reject and Readvertise Water Term Bid #28-Replacement Parts for Aerators **Final Action:**

Minute Book Number: MB2014-145

Title:

Acknowledge bid received on May 1, 2014 from Southern Industrial Supply for Water Term Bid #28-Replacement Parts for Aerators and Reject the bid due to not meeting the City's advertised specifications per attached email from Arnold Landrum; Approve Specifications and Authorize Publication of Advertisement for Water Term Bid #28-Replacement Parts for Aerators.

Notes:

Sponsors: **Enactment Date:**

Attachments: 05-20-Reject and Re-ad Water Term Bid 28, executed 05-20-Reject and Re-ad Water Term Bid 28 **Enactment Number:**

Contact: **Meeting Date:** 05/20/2014

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014					

Text of Legislative File 2014-1122

Title

Acknowledge bid received on May 1, 2014 from Southern Industrial Supply for Water Term Bid #28-Replacement Parts for Aerators and Reject the bid due to not meeting the City's advertised specifications per attached email from Arnold Landrum; Approve Specifications and Authorize Publication of Advertisement for Water Term Bid #28-Replacement Parts for Aerators.

Summary

Reject and Readvertise Water Term Bid #28-Replacement Parts for Aerators

Pope, Michael

From: Landrum, Arnold
Sent: Monday, May 12, 2014 10:25 AM
To: Pope, Michael
Cc: Frierson, Chad
Subject: Item #28 Term Bid

Michael,
In reviewing item #28 on Term Bids the weight of the motor does not meet specifications. In the Bid specs we had listed a U.S. Motor model U15P2D or equivalent, the weight of a U15P2D is 180 lbs. The weight of a Hyundai HHI15-18-254T is 260lbs. which was bid by Southern Industrial Supply. This extra weight on the Aerator is just enough to cause it to sink over a short period of time. It has happened by accident, someone had installed a cast iron frame motor on an aerator instead of an aluminum frame and by next day it had sank. Also the gear reducer does not meet Specifications it calls for a gear ratio of 14:1 and the vendor quoted a ratio of 15:1.

Arnold Landrum
General Manager Water And Sewer

FILED

MAY 0 1 2014

EDDIE R. MYERS, CITY CLERK
By _____
Deputy Clerk

ITEM #28 - REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	MANUFACTURER/MODEL #	UNIT BID PRICE
15 H.P. Motors	Hyundai HHI 15-18-254T	$644.02 ea.
10 H.P. Motors	" HHI 10-18-215T	$447.56 ea.
RBX048-2 Belt (or equivalent)	Carlise RBP48-2	$20.76 ea.
RBX042-2 Belt (or equivalent)	" RBP42-2	$18.60 ea.
RBX040-2 Belt (or equivalent)	" RBP40-2	$17.81 ea
2B8.6 SK QD Sheave	MasterDrive 2B86SK	$32.20 ea
2B4.6 SK QD Sheave	" 2B46SDS	$21.25 ea
1-5/16" SK QD Bushing	" SK 1 15/16	$11.50 ea
1-5/8" SK QD Bushing	" SDS 1 5/8	$7.50 ea
Sumitomo 215G Gear Reducer 14:1 ratio (or equivalent)	Worldwide SMR5-15:1	$1170.08 ea
2-15/16" x 9" long shaft		
3-7/16" plastic bearing		
2 15/16" x 3 7/16" Bronze Bushing		
3 7/16" Lock Collar	PACIFIC 3 7/16 Collar	$10.10 ea
22" x 8' Aluminum floats		
25" x 8' Aluminum floats		
27" x 8' Aluminum floats		

TOTAL BID PRICE	

Southern Industrial Supply
NAME OF COMPANY

P.O. Box 15698
STREET/P. O. ADDRESS

Hattiesburg, MS. 39401
CITY/STATE & ZIP CODE

601-545-1033 - 545-7161
PHONE NUMBER & FAX NUMBER

May 1, 2014
DATE OF BID

TED TAYLOR MGR
OFFICIAL'S NAME & TITLE

Ted Taylor
OFFICIAL'S SIGNATURE

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., June 26, 2014, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies for the Water Department beginning on July 23, 2014 and ending March 31, 2016, to-wit:

ITEM #28 REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 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 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 20th day of May, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR ITEM #28: REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Replacement Parts for Aerators at the North and South Lagoons for the Hattiesburg Water Department, which meet or exceed the following specifications, to-wit:

15 H.P. Motors:

1800 RPM
208-230/460 volts 60 Hz
Motor Frame 254 T
Service Factor 1.25
U.S. Motors Catalog number U15P2D or equivalent

10 H.P. Motors

1800 RPM
208-330/460 volts 60 Hz
Motor frame 215 T
Service Factor 1.25
U.S. Motors catalog number U10P2D or equivalent

Belts

RBX048-2 or equivalent
RBX042-2 or equivalent
RBX040-2 or equivalent

Sheave and bushings

2B8.6 SK QD Sheave
2B4.6 SK QD Sheave
1-5/16 inch SK QD Bushing
1-5/8 inch SK QD Bushing

Gear Boxes

Sumitomo 215G Gear reducer 14:1 ratio or equivalent with taper grip bushing

Bolt-on Bulkhead with four bolt hole pattern or equivalent parts included in the assembly are

2-15/16" x 9" long shaft
3-7/16" plastic bearing
2 15/16" x 3 7/16" Bronze Bushing
3 7/16" Lock Collar

Pontoons

22" x 8' Aluminum floats with foam part number WAF2208F or equivalent
25" x 8' Aluminum floats with foam part number WAF2508F or equivalent
27" x 8' Aluminum floats with foam part number WAF2708F or equivalent

The City will accept the lowest and best bid for all replacement parts for the aerator. Replacement parts will be evaluated on conformance with specifications, quality, and reliability of the vendor, and will be awarded on a part by part basis.

It is not our intention to restrict or inhibit any vendor from bidding other manufacturers and/or parts than those listed in these specifications. However, the parts requested must be compatible with the existing equipment.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on July 23, 2014, and ending March 31, 2016, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within fourteen (14) working days from issuance of purchase order**, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, June 26, 2014, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT
SUBMITTED BY 10:00 A.M. JUNE 26, 2014

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 bids received and to waive informalities.

APPROVED on this, the 20th day of May A. D., 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

WATER DEPARTMENT

ITEM #28 - REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	MANUFACTURER/MODEL #	UNIT BID PRICE
15 H.P. Motors		
10 H.P. Motors		
RBX048-2 Belt (or equivalent)		
RBX042-2 Belt (or equivalent)		
RBX040-2 Belt (or equivalent)		
2B8.6 SK QD Sheave		
2B4.6 SK QD Sheave		
1-5/16" SK QD Bushing		
1-5/8" SK QD Bushing		
Sumitomo 215G Gear Reducer 14:1 ratio (or equivalent)		
2-15/16" x 9" long shaft		
3-7/16" plastic bearing		
2 15/16" x 3 7/16" Bronze Bushing		
3 7/16" Lock Collar		
22" x 8' Aluminum floats		
25" x 8' Aluminum floats		
27" x 8' Aluminum floats		

TOTAL BID PRICE	

NAME OF COMPANY

STREET/P. O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

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PUBLISHED by Order of the Council on this, the 20th day of May, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett(DC)

CITY CLERK

(SEAL)

SPECIFICATIONS FOR ITEM #28: REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT

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208-230/460 volts 60 Hz
Motor Frame 254 T
Service Factor 1.25
U.S. Motors Catalog number U15P2D or equivalent

10 H.P. Motors

1800 RPM
208-330/460 volts 60 Hz
Motor frame 215 T
Service Factor 1.25
U.S. Motors catalog number U10P2D or equivalent

Belts

RBX048-2 or equivalent
RBX042-2 or equivalent
RBX040-2 or equivalent

Sheave and bushings

2B8.6 SK QD Sheave
2B4.6 SK QD Sheave
1-5/16 inch SK QD Bushing
1-5/8 inch SK QD Bushing

Gear Boxes

Sumitomo 215G Gear reducer 14:1 ratio or equivalent with taper grip bushing

Bolt-on Bulkhead with four bolt hole pattern or equivalent parts included in the assembly are

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The City will accept the lowest and best bid for all replacement parts for the aerator. Replacement parts will be evaluated on conformance with specifications, quality, and reliability of the vendor, and will be awarded on a part by part basis.

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SUBMITTED BY 10:00 A.M. JUNE 26, 2014

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 bids received and to waive informalities.

APPROVED on this, the 20th day of May A. D., 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett (DC)

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

WATER DEPARTMENT

ITEM #28 - REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	MANUFACTURER/MODEL #	UNIT BID PRICE
15 H.P. Motors		
10 H.P. Motors		
RBX048-2 Belt (or equivalent)		
RBX042-2 Belt (or equivalent)		
RBX040-2 Belt (or equivalent)		
2B8.6 SK QD Sheave		
2B4.6 SK QD Sheave		
1-5/16" SK QD Bushing		
1-5/8" SK QD Bushing		
Sumitomo 215G Gear Reducer 14:1 ratio (or equivalent)		
2-15/16" x 9" long shaft		
3-7/16" plastic bearing		
2 15/16" x 3 7/16" Bronze Bushing		
3 7/16" Lock Collar		
22" x 8' Aluminum floats		
25" x 8' Aluminum floats		
27" x 8' Aluminum floats		

TOTAL BID PRICE	

NAME OF COMPANY

STREET/P. O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

City of Hattiesburg, MS

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

Master

File Number: 2014-1134

File ID: 2014-1134 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/14/2014

Brief Title: Acknowledge Bids received May 8, 2014 for Two Truck Mounted 20 Cubic Yard Rear Loader Refuse Collection Trucks and accept the bid from Empire Truck Sales as the lowest and best received

Final Action:

Minute Book Number: MB2014-146

Title:

Acknowledge Bids received May 8, 2014 for Two Truck Mounted 20 Cubic Yard Rear Loader Refuse Collection Trucks and accept the bid from Empire Truck Sales as the lowest and best received that meets the City's advertised specifications per attached memorandum from Larry Barnes, Public Works Director

Notes:

Sponsors: **Enactment Date:**

Attachments: 05-20-Accept Rear Loader, 05-20-Ingram Rear Loader, 05-20-Tri State Rear Loader, 05-20-Truck Equipment Sales Rear Loader, executed 05-20-Accept Rear Loader

Enactment Number:

Contact: **Meeting Date:** 05/20/2014

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014					

Text of Legislative File 2014-1134

Title

Acknowledge Bids received May 8, 2014 for Two Truck Mounted 20 Cubic Yard Rear Loader Refuse Collection Trucks and accept the bid from Empire Truck Sales as the lowest and best received that meets the City's advertised specifications per attached memorandum from Larry Barnes, Public Works Director

Summary

Acknowledge Bids received May 8, 2014 for Two Truck Mounted 20 Cubic Yard Rear Loader Refuse Collection Trucks and accept the bid from Empire Truck Sales as the lowest and best received

MEMORANDUM

TO: Verlina Underwood, Purchasing

FROM: Larry Barnes, Public Works Director

DATE: May 12, 2014

SUBJECT: Two (2) Truck Mounted 20 cubic yard Rear Loader Refuse Collection Trucks with extended warranties

I have reviewed the bid comparisons from Tri-State Truck Center, Ingram Equipment Company, LLC and Truck Equipment Sales, Inc.; and they do not meet the bid requirement. If we were to consider their bid, the specifications would have to be reworked and the bid process started over.

The bid from Empire Truck Sales, LLC does appear to meet the specifications according to the bid review provided. Since it meets the specifications and is the best price, I recommend we accept this bid of $137,679.00 for each truck.

Should you have additional questions or concerns, please contact me at 601-545-4648.

LB/jb

BID TABULATION

ITEM: Two (2) Truck Mounted 20 cubic yard Rear Loaded Refuse Collection Trucks
With extended warranties

BIDS RECEIVED: May 8, 2014

VENDOR	TOTAL PRICE
Empire Truck Sales, LLC 300 Sullivan-Kilrain Rd Hattiesburg, MS 39402	$137,679.00 each
Tri-State Truck Center 2696 Sellers Drive Meridian, MS 39402 Does not meet specifications	$144,019.62 each
Ingram Equipment Company, LLC 11 Monroe Drive Pelham, AL 35124 Does not meet specifications	$154,845.00 each
Truck Equipment Sales, Inc. 4700 Rangeline Rd. Mobile, AL 36619 Does not meet specifications	$144,334.00 each

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403

We, ***Empire Truck Sales, LLC,*** appreciate the opportunity to quote you on your new truck equipment needs. We are pleased to present you with the following quote and specifications.

(2) 2015 Freightliner M2106 Cab and Chassis..... .....$ 137,679 ea.
w/PAC MAC RLX-20 Rear Loaders *** With Extended Warranties**

(2) 2015 Freightliner M2106 Cab and Chassis.....$ 132,320 ea.
w/PAC MAC RLX-20 Rear Loaders *** Without Extended Warranties**

These prices do not include and federal, state, or local taxes if applicable.

Once again, we sincerely appreciate your interest in Freightliner trucks and Empire Truck Sales, LLC., and we look forward to assisting you with all aspects of you new truck equipment needs. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,
Empire Truck Sales, LLC.
Mark Odom
Mark Odom
Sales Manager

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 8, 2014, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following, to-wit:

TWO (2) TRUCK MOUNTED 20 CUBIC YARD REAR LOADER REFUSE COLLECTION TRUCKS

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 "BID" 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 8th day of April, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: TWO (2) TRUCK MOUNTED 20 CUBIC YARD REAR LOADER REFUSE COLLECTION TRUCKS FOR THE HATTIESBURG PUBLIC WORKS DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

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, May 8, 2014, 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
TWO (2) TRUCK MOUNTED 20 CUBIC YARD REAR LOADER REFUSE COLLECTION TRUCKS FOR THE HATTIESBURG PUBLIC WORKS DEPARTMENT
SUBMITTED BY 10:00 A.M. MAY 8, 2014

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 8th day of April A. D., 2014.

HATTIESBURG, MS
SPECIFICATION
Truck-mounted, 20 cubic yard rear loader body.

The unit will be used in collection and loading of residential or commercial refuse. This specification describes a hydraulically actuated packer body of the rear loading type with the following minimum specifications necessary to perform the work assigned.

UNIT WILL BE MANUFACTURED IN AN ISO 9001:2000 CERTIFIED FACILITY.

The body shall conform to the latest ANSI Z245 specification as well as the Federal Motor Vehicle Safety Standard FMVSS-108 at the time of manufacture. All proposals include delivery, training of operators and service personnel.

	Yes/No Offered
1. The minimum capacity of the body shall be 20 cubic yards exclusive of the hopper.	YES
2. The minimum capacity of the hopper shall be 3.61 cubic yards without the use of a hopper loading sill extension.	YES
3. The body shall be designed to allow high density compaction of up to 1000 lbs. per cubic yard of household refuse.	YES
4. The unit shall be manufactured in an ISO 9001:2000 certified facility.	YES
BODY DIMENSIONS	
1. The maximum overall width shall be 96 inches.	YES
2. The maximum overall length shall be 250 inches.	YES
3. The maximum height above the chassis frame shall be 98" inches.	YES
4. The inside width of the body shall be 85 inches at the widest point.	YES
5. The inside height of the body shall be 84 inches at the highest point.	YES

6. The minimum weight of the body and the tailgate (less special options) shall be 12,600 lbs.	YES
BODY CONSTRUCTION	
1. The body shall have a smooth floor without a trough. No cylinders, valves or other hydraulic components shall be exposed to refuse packed to the body. Floors with trough or depression are not acceptable.	YES
2. The body floor, sides and roof shall be designed and constructed to withstand maximum imposed force residential refuse without structural damage or excessive wear.	YES
3. The body sides shall be fabricated from 10 gauge 80,000 psi yield steel and be of a curved one-piece design.	YES
4. The body roof shall be fabricated from 10 gauge 80,000 psi yield steel and be of a curved one-piece design.	YES
5. A 20" x 26" body side door shall be located on the driver's side. The door shall be held shut by a spring-loaded latch.	YES
6. The body floor shall be fabricated from a single sheet of 7 gauge hi-tensile steel, with no depression or trough.	YES
7. The body longitudinal shall be 8" tall structural channel.	YES
8. The floor cross members shall be tapered from the long sill outboard to the body side sheet.	YES
9. The floor cross members shall be fabricated from 7 gauge hi-tensile steel.	YES

TAILGATE DIMENSIONS	
1. The minimum hopper opening shall be 80" wide and 56" high to permit unobstructed loading of the tailgate hopper.	YES
2. The top of the loading sill shall be equal height to the top of chassis frame to facilitate easy loading.	YES
3. The overall height above the chassis frame with tailgate raised shall be 167 inches.	YES
4. The length of the tailgate shall be 75"	YES
TAILGATE CONSTRUCTION	
1. The lower tailgate sides shall be fabricated from ASTM A-514 steel w/ minimum hardness of 321 BHN.	YES
2. The hopper floor and chute shall be fabricated from 1/4" ASTM A-514 steel w/ minimum hardness of 321 BHN.	YES
3. The tailgate sides shall be reinforced with hi-tensile steel channels interlaced and fully welded to the side sheets.	YES
4. The hopper and chute floor shall be reinforced with hi-tensile steel channels.	YES
5. The tailgate shall be secured to the body with tailgate lock bars made of ASTM A-514 steel. The tailgate locks shall operate automatically when the tailgate is raised or lowered.	YES
6. The tailgate seal shall extend a minimum 24 inches up the body side.	YES
7. Two grab handles shall be located on each side of the tailgate.	YES

8. The rear steps shall be fabricated from open grip material with a minimum standing surface of 330 square inches per step. The steps shall comply with A.N.S.I. standards. Steps shall be of a bolt-on design.	YES
PACKING MECHANISM	
1. The packing cycle shall be controlled by a two-lever control that allows the operator to start, stop and reverse the direction of any function at any point during the packing cycle.	YES
2. The tailgate control valve shall be located within the tailgate. It shall be a sectional valve.	YES
3. The packing mechanism shall consist of two primary components: the slide and the packer (sweep) blade.	YES
A. The packing mechanism shall be mounted on four wear shoe assemblies utilizing UHMW poly wear shoes. The shoes shall be replaceable without removing the slide assembly from the tailgate.	YES
The packer and slide shall be hinged by two 3" diameter alloy steel pins. These pins shall also support the (2) lower wear shoe assemblies.	YES
B. The slide face shall be constructed from 3/16" ASTM A-514 steel w/ minimum hardness of 321 BHN.	YES
C. The packer blade shall be mounted to, and pivot on, the slide. The packer blade shall be fabricated from hi-tensile steel plate, of varying thickness from 10 ga. to 1/2"	YES
D. The packer shall have replaceable heat treated bushings in the pivots. The face sheet shall be 3/16" ASTM A-514 steel w/ minimum hardness of 321 BHN.	YES

4. The packing mechanism shall be powered by two 4 ½" bore cushioned hydraulic cylinders .	YES
5. The slide mechanism shall be powered by two 5" Bore cushioned hydraulic cylinders	YES
6. The slide and packer cylinders shall have hardened, chrome plated rods. Each cylinder shall have replaceable heat treated bushings.	YES
7. The packing blades shall operate in a minimum 20 second cycle time with a minimum 3 second reload time.	YES
8. The compaction cycle shall interrupt above the hopper sill.	YES
9. Material in the hopper shall be compacted between the packing mechanism and the ejector panel. The ejector panel shall hold pressure against the compacted material and will automatically drift forward by a hydraulic load control valve without operator assistance.	YES
10. The packer blade (sweep) assembly shall be protected by a secondary relief valve that is integral to the tailgate-mounted control valve.	YES
EJECTION SYSTEM	
1. The load shall be ejected by a double acting, telescopic hydraulic cylinder that shall extend and retract the ejector panel the full length of the body without the use of clamp bars or related hardware.	YES
2. The ejector cylinder shall have replaceable heat treated bushings. The cylinder shall have the following dimensions:	YES
Body size Bore Stroke Stages 20 cu. yd. 5.5" 91" 2	YES

3. The ejector panel shall have a 10 gauge hi-tensile steel face sheet that is reinforced by structural steel tubing and formed channels of high tensile steel.	YES
4. The ejector panel shall be mounted on 8 high-density polyethylene wear shoes that shall be replaceable without removing the ejector panel from the body. Metallic shoes are not acceptable.	YES
5. The ejector panel shall be guided in the body by two guide tracks located on the body sides 4" above the body floor. The tracks shall be 5 3/4" deep, fabricated from hi-tensile steel and fully welded to the body sides.	YES
6. The ejector cylinder shall be mounted angularly to the body floor and not require a trough or depression in the floor.	YES
CONTROLS	
1. The ejector and tailgate lift controls shall be mounted at the left front of the body.	YES
2. Ejector and tailgate controls shall be mounted directly to the valve spool.	YES
3. A throttle advance switch shall be be located convenient to the ejector and tailgate lift controls.	YES
4. The tailgate controls shall be located at the right rear of the tailgate. The two-lever design shall have positive control of movement of the packing mechanism at all times. The tailgate controls shall comply with the applicable A.N.S.I. regulations.	YES
5. An automatic throttle advance device shall be incorporated with the tailgate controls.	YES

HYDRAULIC SYSTEM	
1. The hydraulic pump shall be a fixed displacement rated at no less than 2500 psi working pressure and have sufficient capacity to equal 35-38 GPM flow at a reasonable engine RPM	YES
2. The hydraulic pump shall be a direct mount to a transmission-driven clutch-activated hot shift PTO or driven by the engine crankshaft.	YES
3. For extended life of all hydraulic components the maximum operating pressure shall not exceed 2500 PSI.	YES
4. The hydraulic system shall incorporate an adjustable relief in the body valve.	YES
5. Hydraulic hoses and tubes shall be secured by clamps as required to prevent damage from abrasion and vibration. Hydraulic hoses and tubes shall use S.A.E. O-ring boss and JIC 37 degree flare ends for zero leaks.	YES
6. Hydraulic hoses shall comply with the applicable S.A.E. standards for the designed specifications.	YES
7. Hydraulic hoses are to have a 4:1 burst to working pressure safety factor.	YES
8. The hydraulic oil reservoir shall have a minimum capacity of 50 gallons. The reservoir shall be equipped with filler, breather cap, sight glass, clean out cover, 100 mesh suction filter, magnetic tank drain plug and gate valve at the suction outlet. The hydraulic reservoir shall not be a structural member of the body or the mount for the ejector cylinder.	YES

9. A 10 micron Inline Return line filter shall be located on the hydraulic tank and be equipped with a condition indicator.	YES
10. A suction screen filter of 100 mesh (141 micron) shall strain all the oil leaving the tank. Suction filter shall be equipped with a 5 P.S.I. bypass valve.	YES
11. All hydraulic valves shall be sectional in order to allow replacement of defective sections without replacement of the entire valve.	YES
12. All cylinders and valves shall have SAE O-ring boss ports.	YES
13. Hydraulic system shall met an ISO cleanliness standard of 20/18/13	YES
14. Manufacturer shall provide printed ISO hydraulic cleanliness record.	YES
HYDRAULIC CYLINDERS	
1. All cylinders shall have a working pressure rating of 3000 psi.	YES
2. The packer and slide cylinders shall have hard chrome plated rods.	YES
5. The packer and slide cylinders shall carry a minimum one year warranty.	YES
6. Tailgate cylinders shall have hardened chrome plated cylinder rods, and be equipped with restrictors to limit the speed of raising and lowering of the tailgate.	YES
7. Telescopic cylinders shall have chrome plated cylinder sleeves and plungers.	YES

8. All cylinders are to operate without direct contact with the compacted load.	YES
ELECTRICAL	
1. All electrical wiring shall be color coded and be protected by loom.	YES
2. Electrical harnesses shall be connected with weatherproof automotive-grade electrical connectors.	YES
3. Electrical wires shall be stranded copper type with a SXL covering to remain flexible and resist to deterioration.	YES
4. Electrical wires shall be color coded and numbered for easy identification.	YES
5. Body electrical system shall be protected with its own fuse block.	YES
6. All fuses shall be ATO type.	YES
7. All limit switches shall be water proof to prevent damage from the elements and pressure washing.	YES
8. All lighting shall comply with F.M.V.S.S. #108, with an additional set of two stop, tail and turn lights mounted above the hopper on a light bar.	YES
9. Clearance, backup, stop and directional lights shall be rubber grommet mounted with sealed light housings, lexan lenses, vibration resistant filaments, and unitize sealed quick change connections.	YES
10. A 112 Db backup alarm conforming to current standards must be provided. The alarm must also sound when the tailgate is open.	YES
11. Conspicuity tape shall be applied per ANSI Z245 requirements.	YES

PAINTING	
1. All burrs and rough areas are to be ground smooth and all welds cleaned to remove slag.	YES
2. Prior to application of any coating, all surfaces shall be thoroughly cleaned and conditioned with a phosphate solution.	YES
3. The body shall then be coated with two (2) coats of a self etching epoxy primer.	YES
4. Two finish coats of polyurethane Enamel shall be applied to produce a high gloss finish.	YES
Warranty	
1. One year warranty on the entire unit.	YES
2. Two year warranty on hydraulic cylinders.	YES
3. Two year extended warranty on hydraulic cylinders.	YES
4. Bidder shall provide "On-Site" warranty service.	YES
5. Manufacturer will provide complete set of operator/service/parts manuals.	YES
ADDITIONAL REQUIREMENTS	
1. A rear vision camera system shall be provided and include LCD flat screen monitor in cab.	YES
2. An Emergency PTO Stop will be located on the rear of the body.	YES
3. Operators and Parts manuals shall be provided on CD and paper copy.	YES
4. Dual rotary actuated cart tippers shall be center mounted on rear load sill **with control** handles curbside and street side mounted.	YES
5. Dual Strobes front and rear.	YES
6. Smart light system.	YES
7. LED strobes mounted in grill of chassis.	YES
8. A 15,000 lb. Reeving Mechanism with all applicable Hardware must be mounted that is capable of dumping rearload containers up to 8	YES

cubic yards.	
TRUCK CHASSIS REQUIREMENTS	
1.0 **ENGINE:**	
1.1 330 H.P. INLINE 6 CYLINDER TURBO DIESEL W/ 1000LB/FT TORQUE. **MINIMUM ENGINE WARRANTY – 24 MONTHS/150,000 MILES**	YES
1.2 160 AMP ALTERNATOR	YES
1.3 (3) 12VOLT 2280 CCA BATTERIES	YES
1.4 18.7 CFM COMPRESSOR	YES
1.5 115 VOLT BLOCK HEATER	YES
1.6 ENGINE BRAKE W VARIABLE GEOMETRY TURBO	YES
1.7 GATES BLUE STRIPE COOLANT HOSES	YES
1.8 RH OUTBOARD FRAME MOUNTED HORIZONTAL AFTER-TREATMENT DEVICE W RH CAB MOUNTED VERTICAL TAILPIPE.	YES
1.9 23 GALLON DEF TANK	YES
1.10 1100 SQUARE INCH RADIATOR	YES
1.11 SIDE OF HOOD AIR INTAKE AND DONALDSON AIR CLEANER, WITH PRE-CLEANER	YES
2.0 TRANSMISSION	
2.1 ALLISON 3000 RDS W/ PTO PROVISION AND PUSH BUTTON SHIFT CONTROL ON DASH. WITH 6-SPEED OVERDRIVE OPTION.	YES
2.2 INTERFACE WIRING AND BODY BUILDER CONNECTOR BACK OF CAB.	YES
2.3 ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR BACK OF CAB	YES
2.4 WATER TO OIL TRANSMISSION COOLER	YES
2.5 SYNTHETIC TRANSMISSION FLUID	YES
3.0 FRONT AXLE	
3.1 14,700LB FRONT AXLE	YES
3.2 14,600LB TAPER LEAF SUSPENSION W/ SHOCK ABSORBERS	YES
3.3 16.5" X 5" Q+ BRAKE SHOES W/ AUTO SLACK ADJUSTERS AND DUST SHIELDS	YES
4.0 REAR AXLE	

4.1 30,000LB REAR AXLE, W/ SYNTHETIC LUBE	YES
4.2 30,000LB VARIABLE RATE MULTI-LEAF SUSPENSION W/ HELPER AND RADIUS ROD	YES
4.3 17T MAIN DRIVELINE OR EQUIVALENT	YES
4.4 AXLE RATIO TO BE 6.14 AND ACHIEVE ROAD SPEED OF 68 MPH.	YES
4.4 16.5" X 7" P CAM BRAKES W/CAST SHOES W/ AUTO SLACK ADJUSTERS AND DUST SHIELDS	YES
5.0 BRAKE SYSTEM	
5.1 ANTI-LOCK AIR BRAKES	YES
5.2 BENDIX AD-9 AIR DRYER WITH HEATER AND PULL CABLES ON ALL RESERVOIRS.	YES
6.0 FRAME AND WHEELBASE	
6.1 210" WHEELBASE OR EQUIVALENT FOR BODY SPECIFIED	YES
6.2 FRONT TOW HOOKS	YES
6.3 11/32" X 3-1/2" X 10-15/16" STEEL FRAME OR EQUIVALENT WITH 80KSI	YES
7.0 FUEL TANKS & EQUIPMENT	
7.1 80 GALLON LH ALUMINUM FUEL TANK	YES
7.2 FUEL WATER SEPARATOR WITH INDICATOR LIGHT	YES
8.0 CAB	
8.1 HEAVY DUTY NON-AUTOMOTIVE CAB AND HOOD WITH 60 MONTH / 150,000 MILE WARRANTY.	YES
8.2 AIR CAB MOUNTS	YES
8.3 2-1/2 " FENDER EXTENSION	YES
8.4 BUG SCREEN, LH/RH GRAB HANDLES,	YES
8.3 DUAL STAINLESS STEEL WEST COAST MIRRORS W/ 8" SPOT MIRRORS	YES
8.4 DUAL ROUND AIR HORNS	YES
8.5 HEATER, DEFROSTER, AIR CONDITIONER	YES
8.6 HIGH BACK AIR RIDE DRIVER SEAT W/ 2-MAN PASSENGER SEAT W/ TOOLBOX UNDERNEATH	YES
8.7 VINYL SEAT COVERS FOR DRIVER AND PASSENGER	YES
8.8 CRUISE CONTROL, TACHOMETER, BACKUP	YES

ALARM, OIL PRESSURE GAUGE	YES
8.9 AM/FM/WB RADIO	YES
8.10 SOLID STATE CIRCUIT PROTECTION & FUSES	YES
8.11 2 ½LB FIRE EXTINGUISHER AND TRIANGULAR REFLECTORS	YES
8.12 TWO CUP HOLDERS IN DASH	YES
8.13 ELECTRIC WINDSHIELD WIPERS WITH DELAY	YES
9.0 TIRES AND WHEELS	
9.1 FRONT TIRES: 315R/80R22.5 G291 18 PLY WITH HIGHWAY TREAD – 10 HUB 8 ¼ INCH WIDTH PILOT DISC WHEELS	YES
9.2 REAR TIRES: 315R/80R22.5 G291 18 PLY WITH HIGHWAY TREAD –8 ¼ INCH WIDTH10 HUB PILOT DISC WHEELS	YES
GENERAL CHASSIS REQUIREMENTS	
* MUST PROVIDE PARTS/WARRANTY/SERVICE WITHIN 20 MILE RADIUS.	YES
* MUST PROVIDE PARTS AND SERVICE MANUALS WITH UNIT.	YES
* MUST PROVIDE STATE AND DOT INSPECTION.	YES
* MUST PROVIDE ON-SITE DRIVER TRAINING AT TIME OF DELIVERY.	YES
* MUST PROVIDE TOWING/ROADSIDE SERVICE WARRANTY FOR 4YEARS.	YES (Inc. Below)
* SELLING DEALER MUST PROVIDE DIESEL EPA10 SUPPORT FOR BOTH ENGINE AND EXHAUST SYSTEMS.	YES
* INDICATE NUMBER OF DAY'S PRODUCT SHALL BE DELIVERED AFTER ISSUE DATE OF P.O.	125 Days
*MUST INCLUDE EXTENDED WARRANTIES AS LISTED BELOW:	Cummins 4yr/150,000 mi. Cummins Aftr. 4yr/150,000 mi. Towing 4yr/Unlimited Allison 5yr/Unlimited Base Chassis 4yr/100,000mi.

SPECIFICATION

Truck-mounted, 20 cubic yard rear loader body.

The unit will be used in collection and loading of residential or commercial refuse. This specification describes a hydraulically actuated packer body of the rear loading type with the following minimum specifications necessary to perform the work assigned.

UNIT WILL BE MANUFACTURED IN AN ISO 9001:2000 CERTIFIED FACILITY.

The body shall conform to the latest ANSI Z245 specification as well as the Federal Motor Vehicle Safety Standard FMVSS-108 at the time of manufacture. All proposals include delivery, training of operators and service personnel.

CAPACITY

1. The minimum capacity of the body shall be 20 cubic yards exclusive of the hopper.

2. The minimum capacity of the hopper shall be 3.61 cubic yards without the use of a hopper loading sill extension.

3. The body shall be designed to allow high density compaction of up to 1000 lbs. per cubic yard of household refuse.

4. The unit shall be manufactured in an ISO 9001:2000 certified facility.

BODY DIMENSIONS

1. The maximum overall width shall be 96 inches.

2. The maximum overall length shall be 250 inches.

3. The maximum height above the chassis frame shall be 98" inches.

4. The inside width of the body shall be 85 inches at the widest point.

5. The inside height of the body shall be 84 inches at the highest point.

6. The minimum weight of the body and the tailgate (less special options) shall be 12,600 lbs.

BODY CONSTRUCTION

1. The body has a smooth floor without a trough. No cylinders, valves or other hydraulic components are exposed to refuse packed into the body.

2. The body floor, sides and roof are designed and constructed to withstand maximum imposed force of residential refuse without structural damage or excessive wear.

3. The body sides shall be fabricated from 10 gauge 80,000 psi yield steel and be of a curved one-piece design.

4. The body roof shall be fabricated from 10 gauge 80,000 psi yield steel and be of a curved one-piece design.

5. A 20" x 26" body side door shall be located on the driver's side. The door shall be held shut by a spring-loaded latch.

6. The body floor shall be fabricated from a single sheet of 7 gauge hi-tensile steel, with no depression or trough.

7. The body longitudinal shall be 8"tall structural channel.

8. The floor cross members shall be tapered from the long sill outboard to the body side sheet.

9. The floor cross members shall be fabricated from 7 gauge hi-tensile steel.

TAILGATE DIMENSIONS

1. The minimum hopper opening shall be 80" wide and 56" high to permit unobstructed loading of the tailgate hopper.

2. The top of the loading sill shall be equal height to the top of chassis frame to facilitate easy loading.

3. The overall height above the chassis frame with tailgate raised. shall be 167 inches.

4. The length of the tailgate shall be 75".

TAILGATE CONSTRUCTION

1. The lower tailgate sides shall be fabricated from ASTM A-514 steel w/ minimum hardness of 321 BHN.

2. The hopper floor and chute shall be fabricated from 1/4" ASTM A-514 steel w/ minimum hardness of 321 BHN.

3. The tailgate sides shall be reinforced with hi-tensile steel channels interlaced and fully welded to the side sheets.

4. The hopper and chute floor shall be reinforced with hi-tensile steel channels.

5. The tailgate shall be secured to the body with tailgate lock bars made of

ASTM A-514 steel. The tailgate locks shall operate automatically when the tailgate is raised or lowered.

6. The tailgate seal shall extend a minimum 24 inches up the body side.

7. Two grab handles shall be located on each side of the tailgate.

8. The rear steps shall be fabricated from open grip material with a minimum standing surface of 330 square inches per step. The steps shall comply with A.N.S.I. standards. Steps shall be of a bolt-on design.

PACKING MECHANISM

1. The packing cycle shall be controlled by a two-lever control that allows the operator to start, stop and reverse the direction of any function at any point during the packing cycle.

2. The tailgate control valve shall be located within the tailgate. It shall be a sectional valve.

3. The packing mechanism shall consist of two primary components: the slide and the packer (sweep) blade.

   A. The packing mechanism shall be mounted on four wear shoe assemblies utilizing UHMW poly wear shoes. The shoes shall be replaceable without removing the slide assembly from the tailgate.

   The packer and slide shall be hinged by two 3" diameter. alloy steel pins. These pins shall also support the (2) lower wear shoe assemblies.

B. The slide face shall be constructed from 3/16" ASTM A-514 steel w/ minimum hardness of 321 BHN.

C. The packer blade shall be mounted to, and pivot on, the slide. The packer blade shall be fabricated from hi-tensile steel plate, of varying thickness from 10 ga. to 1/2" .

D. The packer shall have replaceable heat treated bushings in the pivots.

The face sheet shall be 3/16" ASTM A-514 steel w/ minimum hardness of 321 BHN.

4. The packing mechanism shall be powered by two 4 ½" bore cushioned hydraulic cylinders.

5. The slide mechanism shall be powered by two 5" Bore cushioned hydraulic cylinders

6. The slide and packer cylinders shall have hardened, chrome plated rods. Each cylinder shall have replaceable heat treated bushings.

7. The packing blades shall operate in a minimum 20 second cycle time with a minimum 3 second reload time.

8. The compaction cycle shall interrupt above the hopper sill.

9. Material in the hopper shall be compacted between the packing mechanism and the ejector panel. The ejector panel shall hold pressure against the compacted material and will automatically drift forward by a hydraulic load control valve without operator assistance.

10. The packer blade (sweep) assembly shall be protected by a secondary relief valve that is integral to the tailgate- mounted control valve.

EJECTION SYSTEM

1. The load shall be ejected by a double acting, telescopic hydraulic cylinder that shall extend and retract the ejector panel the full length of the body without the use of clamp bars or related hardware.

2. The ejector cylinder shall have replaceable heat treated bushings. The cylinder shall have the following dimensions:

Body size	Bore	Stroke	Stages
20 cu. yd.	5.5"	91"	2

3. The ejector panel shall have a10 gauge hi-tensile steel face sheet that is reinforced by structural steel tubing and formed channels of high tensile steel.

4. The ejector panel shall be mounted on 8 high-density polyethylene wear shoes that shall be replaceable without removing the ejector panel from the body.

5. The ejector panel shall be guided in the body by two guide tracks located on the body sides 4" above the body floor. The tracks shall be 5 3/4" deep, fabricated from hi-tensile steel and fully welded to the body sides.

6. The ejector cylinder shall be mounted angularly to the body floor and does not require a trough or depression in the floor.

CONTROLS

1. The ejector and tailgate lift controls shall be mounted at the left front of the body.

2. Ejector and tailgate controls shall be mounted directly to the valve spool.

3. A throttle advance switch shall be located convenient to the ejector and tailgate lift controls.

4. The tailgate controls shall be located at the right rear of the tailgate. The two-lever design shall have positive control of movement of the packing mechanism at all times. The tailgate controls shall comply with the applicable A.N.S.I. regulations.

5. An automatic throttle advance device shall be incorporated with the tailgate controls.

HYDRAULIC SYSTEM

1. The hydraulic pump shall be a fixed displacement rated at no less than 2500 psi working pressure and have sufficient capacity to equal 35-38 GPM flow at a reasonable engine RPM .

2. The hydraulic pump shall be a direct mount to a transmission-driven clutch-activated hot shift PTO or driven by the engine crankshaft.

3. For extended life of all hydraulic components the maximum operating pressure shall not exceed 2500 PSI.

4. The hydraulic system shall incorporate an adjustable relief in the body valve.

5. Hydraulic hoses and tubes shall be secured by clamps as required to prevent damage from abrasion and vibration. Hydraulic hoses and tubes shall use S.A.E. O-ring boss and JIC 37 degree flare ends for zero leaks.

6. Hydraulic hoses shall comply with the applicable S.A.E. standards for the designed specifications.

7. Hydraulic hoses are to have a 4:1burst to working pressure safety factor.

8. The hydraulic oil reservoir shall have a minimum capacity of 50 gallons. The reservoir shall be equipped with filler, breather cap, sight glass, clean out cover, 100 mesh suction filter, magnetic tank drain plug and gate valve at the suction outlet. The hydraulic reservoir is not a structural member of the body or the mount for the ejector cylinder.

9. A 10 micron Inline Return line filter shall be located on the hydraulic tank and be equipped with a condition indicator.

10. A suction screen filter of 100 mesh (141 micron) shall strain all the oil leaving the tank. Suction filter shall be equipped with a 5 P.S.I. bypass valve.

11. All hydraulic valves shall be sectional in order to allow replacement of defective sections without replacement of the entire valve.

12. All cylinders and valves shall have SAE O-ring boss ports.

13. Hydraulic system shall met an ISO cleanliness standard of 20/18/13

14. Manufacturer shall provide printed ISO hydraulic cleanliness record.

HYDRAULIC CYLINDERS

1. All cylinders shall have a working pressure rating of 3000 psi.

2. The packer and slide cylinders shall have hard chrome plated rods.

3. The packer and slide cylinders shall carry a minimum one year warranty.

4. Tailgate cylinders shall have hardened chrome plated cylinder rods, and be equipped with restrictors to limit the speed of raising and lowering of the tailgate.

5. Telescopic cylinders shall have chrome plated cylinder sleeves and plungers.

6. All cylinders are to operate without direct contact with the compacted load.

ELECTRICAL

1. All electrical wiring shall be color coded and be protected by loom.

2. Electrical harnesses shall be connected with weatherproof automotive-grade electrical connectors.

3. Electrical wires shall be stranded copper type with a SXL covering to remain flexible and resist to deterioration.

4. Electrical wires shall be color coded and numbered for easy identification.

5. Body electrical system shall be protected with its own fuse block.

6. All fuses shall be ATO type.

7. All limit switches shall be water proof to prevent damage from the elements and pressure washing.

8. All lighting shall comply with F.M.V.S.S. #108, with an additional set of two stop, tail and turn lights mounted above the hopper on a light bar.

9. Clearance, backup, stop and directional lights shall be rubber grommet mounted with sealed light housings, lexan lenses, vibration resistant filaments, and unitize sealed quick change connections.

10. A 112 Db backup alarm conforming to current standards must be provided. The alarm must also sound when the tailgate is open.

11. Conspicuity tape shall be applied per ANSI Z245 requirements.

PAINTING

1. All burrs and rough areas are to be ground smooth and all welds cleaned to remove slag.

2. Prior to application of any coating, all surfaces shall be thoroughly cleaned and conditioned with a phosphate solution.

3. The body shall then be coated with two (2) coats of a self etching epoxy primer.

4. Two finish coats of polyurethane enamel shall be applied to produce a high finish.

ADDITIONAL REQUIREMENTS

1. 15,000 lb. Reeving Mechanism with all applicable Hardware must be mounted that is capable of dumping rearload containers up to 8 cubic yards.

2. A rear vision camera system shall be provided and include LCD flat screen monitor in cab.

3. An Emergency PTO Stop will be located on the rear of the body.

4. Operators and Parts manuals shall be provided on CD and paper copy.

5. A rotary actuated cart tipper shall be center mounted on rear load sill with control handles curbside mounted.

Warranty

1. One year warranty on the entire unit. Additional warranties available.

2. "On-Site" warranty service.

Prepared for:
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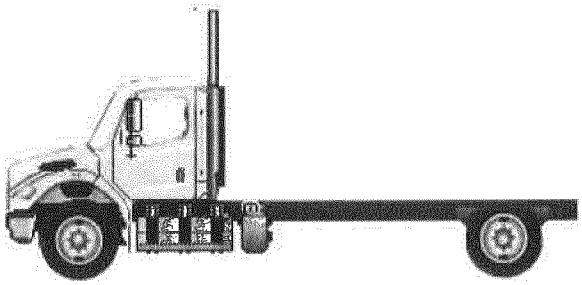
A proposal for
City of Hattiesburg

Prepared by
EMPIRE TRUCK SALES, LLC (RICHLAND)
Brian Jackson

May 06, 2014

Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-08M	M2 PRL-08M (EFF:01/28/2014)		
Data Version			
DRL-013	SPECPRO21 DATA RELEASE VER 013		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,835	3,515
004-215	2015 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-001	REFUSE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-013	MOIST BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 14000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 30000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 44000.0 lbs		
Truck Service			

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Data Code	Description	Weight Front	Weight Rear
AA3-061	REFUSE, SIDE LOAD OR REAR PACKER BODY - UNLOADS IN A LANDFILL		
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-2XD	CUM ISL 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	640	30
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE ONLY ENABLED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-013	2013 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-058	(3) ALLIANCE MODEL 1031, GROUP 31, 12 VOLT MAINTENANCE FREE 2280 CCA THREADED STUD BATTERIES	40	20

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Data Code	Description	Weight Front	Weight Rear
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-038	11 FOOT 06 INCH (138 INCH+0/-5 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-003	23 GALLON DIESEL EXHAUST FLUID TANK	65	20
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		

Data Code	Description	Weight Front	Weight Rear
273-018	HORTON DRIVEMASTER ON/OFF FAN DRIVE		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	20	
103-004	ANTIFREEZE TO -34F, NOAT EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	10	
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
343-319	ALLISON VOCATIONAL PACKAGE 167 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
84B-013	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
353-026	VEHICLE INTERFACE WIRING AND PDM WITH BODY BUILDER CONNECTOR, BACK OF CAB		

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Data Code	Description	Weight Front	Weight Rear
34C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
400-1A8	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER	5	
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-010	14,600# TAPERLEAF FRONT SUSPENSION	170	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		

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Data Code	Description	Weight Front	Weight Rear
Rear Axle and Equipment			
420-024	RS-30-185 30,000# U-SERIES SINGLE REAR AXLE		275
421-614	6.14 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
423-010	MERITOR 16.5X7 P CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES		50
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-001	CAM BRAKE AUXILIARY SUPPORT BRACKETS		
451-018	WEBB CAST IRON REAR BRAKE DRUMS		50
425-002	REAR BRAKE DUST SHIELDS		
440-006	REAR OIL SEALS		
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1DF	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		230
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD U-BOLT PAD		
623-005	FORE/AFT CONTROL RODS		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	

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Data Code	Description	Weight Front	Weight Rear
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-542	5425MM (214 INCH) WHEELBASE		
546-092	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8/0.344X10.94 INCH) 80KSI	220	140
552-134	1050MM (41 INCH) REAR FRAME OVERHANG		
55W-004	FRAME OVERHANG RANGE: 41 INCH TO 50 INCH	10	-40
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 148.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 145.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 284.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 148.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 82.31 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 157.31 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		

Data Code	Description	Weight Front	Weight Rear
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
204-034	80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	40	10
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR		
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-128	GOODYEAR G291 315/80R22.5 18 PLY RADIAL FRONT TIRES	54	
094-045	GOODYEAR G291 315/80R22.5 18 PLY RADIAL REAR TIRES		108
Hubs			
418-045	CONMET PRE-SET BEARING IRON FRONT HUBS		
450-014	WEBB IRON REAR HUBS		70
Wheels			
502-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS	6	
505-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		48
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTS		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
754-008	2-1/2 INCH FENDER EXTENSIONS	10	

Data Code	Description	Weight Front	Weight Rear
678-001	LH AND RH GRAB HANDLES		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AM	DUAL 24 INCH ROUND POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	8	
726-001	SINGLE ELECTRIC HORN		
728-002	DUAL HORN SHIELDS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-001	(5) AMBER MARKER LIGHTS		
311-003	DAYTIME RUNNING LIGHTS WITH ROCKER/TOGGLE MOMENTARY INTERRUPTER SWITCH		
294-017	INTEGRAL STOP/TAIL/BACKUP LIGHTS WITH 7 FEET ADDITIONAL WIRE AT CHASSIS END OF FRAME		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BN	DUAL WEST COAST BRIGHT FINISH MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
769-002	LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
663-013	TINTED WINDSHIELD		
659-020	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		

Data Code	Description	Weight Front	Weight Rear
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE LIGHT AND BUZZER		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-011	ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE DISPLAY: 1X7 CHARACTER, 26 WARNING LAMPS, DATA LINKED, ICU3		
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
163-002	ENGINE REMOTE INTERFACE CONNECTOR AT END OF FRAME		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-1A2	AM/FM/WB RADIO WITH FRONT AUXILIARY INPUT	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2	

Data Code	Description	Weight Front	Weight Rear
748-001	POWER AND GROUND STUDS IN/UNDER DASH		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
329-077	EIGHT ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS; FOUR WIRE TO CHASSIS AT BACK OF CAB, FOUR UNWIRED, LABEL ALL OPT		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-3F6	CAB COLOR A: N0006EA WHITE ELITE SS		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-962	MAXION WHEELS W POWDER WHITE (N0006EA) FRONT WHEELS/RIMS		
966-962	MAXION WHEELS W POWDER WHITE (N0006EA) REAR WHEELS/RIMS		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Sales Programs			

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Data Code	Description	Weight Front	Weight Rear
	NO SALES PROGRAMS HAVE BEEN SELECTED		

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight[+]	7605 lbs	4614 lbs	12219 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight[+]	7605 lbs	4614 lbs	12219 lbs

Extended Warranty

WAI-34M	EPA 2013 CUMMINS ISL ENGINE EXTENDED WARRANTY DC1, 4 YEARS/150,000 MILES/240 000 KM
WAX-1AN	EPA 2013 CUMMINS ISL ENGINE EXTENDED WARRANTY AFTERTREATMENT AT3, 4 YEARS/150,000 MILES/240 000 KM
WAQ-021	CAB AND HOOD EXTENDED WARRANTY 5 YEARS/150,000 MILES/240 000 KM
WAG-055	TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 4 YEAR/UNLIMITED MILES/KM, $550 CAP

Dealer Installed Options

		Weight Front	Weight Rear
ALL	ALLISON 5YEAR EXTENDED COVERAGE	0	0
	Total Dealer Installed Options	0 lbs	0 lbs

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

Cummins Protection Plan I For 2013 Products

Coverage

This Extended Coverage Plan (Plan) is available to be purchased for all eligible Cummins Engines used in automotive applications marketed for use in the United States* and Canada under the trademark "Cummins", "Cummins ReCon®" or "Cummins Westport". This Plan covers failures of the following Engine components which result, under normal use and service, from defects in Cummins material or factory workmanship (Covered Failure):

- Brake Assembly
- Housing
- Bushing
- Rocker Lever
- Roller Pin
- Roller
- Piston
- Crosshead
- Crosshead Pin
- Camshaft Assembly
- Camshaft Bushing
- Crankshaft Assembly
- Crankshaft Bearing
- Cylinder Block Assembly
- Main Bearing Cap Bolt
- Cylinder Head Assembly
- Cylinder Head Capscrews
- Cylinder Head Gasket
- Valve Cover and Gasket
- Valve Collet
- Valve Crosshead
- Valve Guide
- Valve Guide Seal
- Valve Rotator
- Valve Spring
- Valve Spring Retainer
- Exhaust Valve
- Intake Manifold Pressure
- Oil Pressure/Temperature Sensor
- Exhaust Pressure Sensor
- EGR Differential Pressure Sensor
- Ambient Air Pressure Sensor
- Crankcase Breather Sensor
- Low Fuel Pressure Regulator
- Exhaust Valve Seat
- Intake Valve
- Intake Valve Seat
- Front Gear Cover Assembly
- Gear Housing
- Gear Cover and Housing Gasket
- Gear Train Gears
- Crankshaft Gear
- Camshaft Gear
- Camshaft Idler Gear
- Accessory Drive Gear
- Air Compressor Idler Gear
- Fuel Pump Drive Gear
- Lube Pump Drive Gear
- Lube Pump Idler Gear
- Main Idler Gear
- Water Pump Drive Gear
- Intake Manifold Castings
- Aftercooler Housing
- Aftercooler Cover
- Rocker Assembly
- Rocker Lever
- Rocker Shaft
- Socket
- Valve Push Rod
- Fuel Pump
- Coolant Temperature Sensor
- EGR Temperature Sensor
- Water-in-Fuel Sensor
- Intake Manifold Temperature Sensor
- Intake Manifold Pressure/ Temperature Sensor
- Valve Tappet
- Adjusting Screw and Nut
- Throttle Plate Actuator
- Oil Cooler Assembly
- Oil Cooler Core and Gasket
- Oil Cooler Housing
- Oil Filter Base and Gasket
- Oil Pan
- Oil Pump Assembly
- Cylinder Kit
- Piston
- Piston Ring
- Wrist Pin and Retaining Clip
- Liners and Liner Packing
- Piston Cooling Nozzle
- Connecting Rod Assembly
- Rod
- Rod bearing
- Rod Cap
- Rod Bolt and Nut
- Cam Followers
- ECM
- EGR Cooler, Valve, Mixer
- Turbocharger
- Water Pump
- Injectors
- Air Compressor
- Engine Position Sensor
- Turbocharger Speed Sensor
- Fuel Pressure Sensor
- Fuel Temperature Sensor
- Camshaft Positions Sensor

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Covered Failure.

Cummins will pay for the lubricating oil, antifreeze, diesel exhaust fluid, filter elements and other maintenance items that are not reusable due to a Covered Failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Covered Failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of this Plan, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Covered Failure and make the Engine available for repair by such facility. Owner is also responsible for delivering the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for all towing and/or travel expenses incurred as a result of a Covered Failure.

Owner is responsible for the cost of lubrication oil, antifreeze, filter elements, belts, hoses and other maintenance items provided during covered repairs unless such items are not reusable due to the Covered Failure.

Owner is responsible for the communication expenses, meals, lodging and similar costs incurred as a result of a Covered Failure.

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Covered Failure.

Owner is responsible for the cost to investigate complaints unless the failure is caused by a defect in Cummins material or factory workmanship.

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013	max. 15 parts per million
EPA Tier 4 Interim / Final	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 10 parts per million

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil or fuel or by water, diesel exhaust fluid, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

This Plan does not apply to accessories supplied by Cummins which bear the name of another company. Such non-Warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, non-Cummins fan drives, Engine compression brakes and exhaust brakes.

Cummins branded alternators and starters are not covered by this Plan.

Aftertreatment component failures are not covered by this Plan.

Failures resulting in excessive oil consumption are not covered by this Plan.

Low Fuel Pressure Regulator covered component applies to the ISL G and ISX12 G Engines only.

Parts used to repair a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Covered Failure under this Plan assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder. This Plan is transferable to subsequent Owners of the Engine by notifying a Cummins Distributor within 90 days of the transfer of ownership.

This Plan does not duplicate other Coverages applicable to the Engine.

Fees paid for this Plan are not refundable.

Coverage purchase must be documented on a Cummins assurance Plan Certificate. The Certificate must be signed and dated by the customer.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EXCEPT FOR THE PUBLISHED CUMMINS WARRANTIES, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PUROSE.

* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Coverage I.D.: DC1

Coverage I.D.: GT1

Cummins Aftertreatment Assembly For 2013 Products

Coverage

This Extended Coverage Plan (Plan) is available to be purchased for all eligible Cummins diesel Engines used in automotive applications marketed for use in the United States* and Canada under the trademark "Cummins". This Plan covers failures of the Aftertreatment Assembly which result, under normal use and service, from a defect in Cummins material or factory workmanship (Covered Failure)

NOx Sensor Probe	NOx Sensor Module
NH3 Sensor Probe	NH3 Sensor Module
DPF Temperature Sensor (Module & Probe)	SCR Temperature Sensor (Module & Probe)
Aftertreatment Temperature Sensor Connector	Aftertreatment Diesel Exhaust Fluid Dosing Unit
Decomposition Tube	Aftertreatment Selective Catalyst Reduction (SCR) Catalyst
Aftertreatment Diesel Exhaust Fluid Dosing Valve	Aftertreatment Differential Pressure Sensor Body Mounting Hardware
Aftertreatment Fuel Pressure Sensor Body	Aftertreatment Fuel Pressure Sensor O-Ring
Aftertreatment Wiring Pigtail	Ammonia Sensor
Aftertreatment Differential Pressure Sensor Body	Aftertreatment Differential Pressure Sensor Bracket
Catalytic Convertor Particulate Filter	Aftertreatment Injector (Heavy Duty only)
SCR/DPF Temperature Sensor Interface Module Mounting Hardware	Aftertreatment Fuel Supply Line
Aftertreatment Fuel Return Line	

This Plan begins at the expiration of the Cummins Base Engine Warranty period applicable to the Engine. Coverage ends at the time, miles (kilometers) or hours specified on the accompanying Certificate, whichever occurs first. **AS MEASURED FROM THE CUMMINS BASE ENGINE WARRANTY START DATE**

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Aftertreatment Assembly resulting from a Covered Failure, according to progressive damage limits.

Cummins will pay for the lubricating oil, antifreeze, diesel exhaust fluid, filter elements and other maintenance items that are not reusable due to a Covered Failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Covered Failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine and Aftertreatment Assembly as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of this Plan, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Covered Failure and make the Engine available for repair by such facility. Owner is also responsible for delivering the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for all towing and/or travel expenses incurred as a result of a Covered Failure.

Owner is responsible for the cost of lubrication oil, diesel exhaust fluid, antifreeze, filter elements, belts, hoses and other maintenance items provided during covered repairs unless such items are not reusable due to the Covered Failure.

Owner is responsible for the communication expenses, meals, lodging, rentals and similar costs incurred as a result of a Covered Failure.

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, passenger delays, all applicable taxes, all business costs and other losses resulting from a Covered Failure.

Owner is responsible for the cost to investigate complaints, unless the failure is caused by a defect in Cummins material or factory workmanship.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants, overfueling; overspeeding, lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications to the Engine or Aftertreatment Assembly.

Cummins is not responsible for failures resulting from incorrect modifications or alterations to the Engine or Aftertreatment Assembly, or adjustments that significantly alter the Engine's operating characteristics. Failures, other than those resulting from defects in material or factory workmanship of Covered Parts, are not covered by this Plan.

Cummins is also not responsible for failures caused by incorrect oil or fuel, by water, diesel exhaust fluid, catalytic reagent, dirt or other contaminants in the fuel, oil, diesel exhaust fluid, catalytic reagent or intake air system.

Parts used in repairs of a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not supplied by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Covered Failure under this Plan assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

This Plan is transferable to subsequent Owners of the Engine by notifying a Cummins Distributor within 90 days of the transfer of ownership.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

This Plan does not duplicate other coverages applicable to the Engine.

Components not supplied by Cummins are not covered under this Plan.

Fees paid for this Plan are not refundable.

Coverage purchase must be documented on a Cummins assurance Plan Certificate. The Certificate must be signed and dated by the customer.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EXCEPT FOR THE PUBLISHED CUMMINS WARRANTY APPLICABLE TO THE ENGINE, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In the United States* and Canada, this Plan gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.

* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Coverage I.D. AT3

Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.

Bulletin 3381454 Printed in U.S.A. Rev. 7/12 ©2012 Cummins Inc.

DTNA CHASSIS EXTENDED SERVICE COVERAGE

BASIC VEHICLE COVERAGE (WAH):

Basic Vehicle coverage provides extended protection for these key components and systems:

Climate Control System
Covers complete heat and air conditioning system, including electrical components, lines, wiring, ambient air temperature sensor, and receiver dryer.
Auxiliary HVAC Systems (excludes ParkSmart system and batteries)
Cooling System
Suspension – Front & Rear
Steering System
Starter & Alternator
Covers starter motor, starter solenoid, alternator, and mounting brackets
Drivelines
Chassis Wiring & Connectors
Gauges & Switches
Charge Air Cooler
Air System
Braking System
Interior Components
Factory Installed Accessories

Note: Coverage includes all factory-installed components of the vehicle not specifically excluded elsewhere in the warranty, or by special agreement, or described as having a different time, distance, or hours. See section 1 of the warranty manual for a complete list of exceptions and exclusions. Also excluded are components warrantied directly by the component manufacturer. Batteries are not included in basic vehicle coverage.

TERMS AND CONDITIONS FOR ALLISON TRANSMISSION COVERAGE

EFFECTIVE DATES

Transmission coverage effective dates as shown below are based upon individual agreements entered into between the OEM and Allison.

Navistar	Vehicles built on or after April 11, 2011.
Hino	Vehicles built on or after December 15, 2011.
American LaFrance	Vehicles built on or after January 1, 2012.

All other OEMs referenced on the cover of this guide are eligible to receive Partnership Coverage and Extended Transmission Coverage, so long as they meet the Extended Transmission Coverage requirements listed below.

NOTE: Stated prices are effective for Extended Transmission Coverage purchased in 2014.

TRANSMISSION COVERAGE DEFINITIONS AND REQUIREMENTS

STANDARD LIMITED WARRANTY

All Allison transmissions carry a comprehensive Standard Limited Warranty covering 100% parts and labor. The length of Standard Limited Warranty coverage depends upon the Vocational Model Series and vehicle vocation.

REQUIREMENTS: Use of Allison Approved TES 295 transmission fluid and Genuine Allison Filters is required to be eligible for Partnership Transmission Coverage and Extended Transmission Coverage. Failure to use Allison Approved TES 295 transmission fluid and Genuine Allison Filters during the Standard Limited Warranty coverage period will result in no additional coverage options beyond Standard Limited Warranty.**

PARTNERSHIP COVERAGE

All Allison-equipped vehicles purchased through Allison Partnerships carry Partnership Coverage. Partnership Coverage begins at the end of the Standard Limited Warranty period. Duration of Partnership Coverage varies depending upon the Vocational Model Series purchased.

REQUIREMENTS: Use of Allison Approved TES 295 transmission fluid and Genuine Allison Filters is required. Failure to use Allison Approved TES 295 transmission fluid and Genuine Allison Filters will result in no coverage for repairs beyond Standard Limited Warranty.

NOTE: Except as noted, all transmissions with Partnership Coverage have 100% parts and labor coverage with no mileage limitations.

EXTENDED TRANSMISSION COVERAGE***

In addition to Partnership Coverage, transmissions purchased through Allison Partnerships are eligible for Extended Transmission Coverage. Extended Transmission Coverage can be purchased on all models to increase coverage to a total of five years. Extended Transmission Coverage can be purchased on Highway Series, P&D/Beverage, to increase coverage to a total of seven years. Extended Transmission Coverage begins at the end of Partnership Coverage and is available for purchase through Allison Authorized Distributors and Dealers.

REQUIREMENTS: Use of Allison Approved TES 295 transmission fluid and Genuine Allison Filters is required. Failure to use Allison Approved TES 295 transmission fluid and Genuine Allison Filters will result in no coverage for repair beyond Standard Limited Warranty coverage. Transmissions not OEM factory filled with Allison Approved TES 295 transmission fluid and Genuine Allison Filters must have Allison Approved TES 295 transmission fluid and Genuine Allison Filters installed at the time of Extended Transmission Coverage purchase. Transmissions not OEM factory filled with Allison Approved TES 295 transmission fluid, or transmissions operating with non-TES 295 fluids must be drained and filled with Allison Approved TES 295 transmission fluid to achieve 100% concentration. One hundred percent concentration is not achieved until the second consecutive fluid change using Allison Approved TES 295 transmission fluid. The second consecutive fluid change must be achieved at the time of Extended Transmission Coverage purchase.**

* Suggested retail prices are established for each transmission vocational model/vocation combination. Prices and/or coverage are subject to change without notice. For current prices and coverage information, go to www.allisontransmission.com.

** For a list of current Allison Approved TES 295 transmission fluids, go to: www.allisontransmission.com; click on service, then fluids.

*** The terms and conditions under which Allison Transmission offers Extended Transmission Coverage are set forth on the back of the Extended Transmission Coverage Agreement Registration, available from any authorized Allison Transmission Distributor or Dealer.

HOL-MAC CORPORATION
WARRANTY POLICY

Hol-Mac Corp. (Pac-Mac ®) warrants each Hol-Mac product it manufactures and each new part and component sold by Hol-Mac to be free of defects in material and workmanship, provided the parts and components are operated and maintained in accordance with Hol-Mac published operating and maintenance instructions applicable thereto. This warranty is subject to the terms and conditions stated below.

Warrantor: This warranty is granted by Hol-Mac Corporation, P.O. Box 349, Bay Springs, Mississippi 39422. All warranty work must be accomplished by Hol-Mac at its factory in Bay Springs, Mississippi, or by such other facility specifically authorized by Hol-Mac. All warranty work performed by a facility other than Hol-Mac must be approved by Hol-Mac in writing prior to commencement of said work.

Duration of Warranty: The time periods applicable to the warranty of the specified component parts of the Hol-Mac products are as follows:

Major Structural Component Parts – 1 year
Non-Hydraulic Replacement Parts – 1 year
Hydraulic Cylinders---3 year

Exclusion and Disclaimers: This warranty does not extend to normal maintenance services such as cleaning, greasing, mechanical adjustments and maintenance inspections or to any defect due to the negligence of others, failure to operate or maintain the product in accordance with the published operating and maintenance instructions furnished by Hol-Mac, unreasonable use, accidents, alterations or wear and tear. Hol-Mac also reserves the right to make changes in the design or material of its products without incurring obligation to incorporate such changes in any product previously manufactured.

Procedure for Obtaining Performance Under this Warranty: In order to qualify under this warranty, the owner must notify Hol-Mac within (45) days of discovery of the defect and promptly deliver the entire product or defective part to Hol-Mac at its factory in Bay Springs, MS, or if requested by Hol-Mac to such other authorized facility designated by Hol-Mac. Upon receipt of such product, part or component, if it is found not to be defective in material or workmanship, Hol-Mac shall notify the owner of such fact and request instructions for the return of such product, part or component to the owner. All costs of transporting Hol-Mac products to and from the Hol-Mac factory, or such other authorized facility designated by Hol-Mac, shall be paid by the owner.

[NO OTHER WARRANTY, WHETHER OF FITNESS OR OTHERWISE, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, IS GIVEN BY HOL-MAC WITH RESPECT TO ANY NEW PRODUCT, PART OR COMPONENT, OR WITH RESPECT TO ANY WORK AND NO OTHER OR FURTHER OBLIGATION OR LIABILITY SHALL BE INCURRED BY HOL-MAC BY REASON OF THE MANUFACTURE, SALE, OR LEASE OF ANY PRODUCT, PART, OR COMPONENT OR OF ITS USE, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OF MANUFACTURE OR OTHERWISE.]

Ingram Equipment Company, LLC

11 Monroe Drive
P.O. Box 1907
Pelham, AL 35124
205-663-3946 • Fax: 205-663-4816

Equipment Sales, Service & Rental

Date: May 8, 2014

To: City of Hattiesburg, MS

Re: Bid for Two (2) Truck Mounted 20yd^3 Rear Loader Refuse Collection Trucks for Public Works Dpt.

HEIL PT1000 Rear Load Refuse Collection Body:

- 20yd^3 Body Capacity
- 3.0yd^3 Hopper Capacity
- Smooth Side Body Construction
- Bolt-On ANSI Rear Riding Steps
- Tailgate Service Props
- Chrome-Plated single Stage Cylinder Rods
- Quick Change UHMW Ejector Slides
- Wide Track Easy Change Carrier Slides
- Under Body Mounted Oil Tank
- Level/Temp Sight Gauge for Hydraulic Oil Tank
- Oil Suction Shut-Off Valve
- 3-Micron Return Line Filter with Magnetic Trap and In-Cab Filter Bypass Monitor
- 140-Micron Suction Line Strainer
- Regenerative Valve for Fast Packer and Reload Times
- Neutral Safety Switch for Automatic Transmissions
- Right side Buzzer Controls
- Right Side Packer Controls
- Backup Alarm
- Backup and License Plate Light
- Center-Mount Brake Light
- Duplicate High and Low Mount Stop, Turn, and Tail Lights
- Mid-Body Turn Signals
- Body Side Access Door with Step & Grab
- Body Undercoating
- Cavity Coat & Joint Sealer
- FMVSS #108 Clearance Lights & Reflectors
- ICC Reflective Tape
- ANSI Z 245.1-1999 Compliant
- Twelve (12) Month Body Warranty

Additional Features:

- Hot Shift PTO
- Remote Mount Pump
- ¼" Hopper Floor
- Automatic Tailgate Locks
- Dual Front & Rear Strobes
- 15,000 lb. Reeving Cylinder with Lip & Latch Kit
- Peterson Smart Light System – Tailgate
- Rear Vision Camera System
- Dual Bayne MBTL180 Cart Tippers with Integrated Controls
- LED Strobes in Chassis Grill
- Four (4) Year Cylinder Warranty

2015 Freightliner M2 106: *Subject to Prior Sale*

- Cummins ISL 300 HP Engine
- Allison 3000 RDS Automatic Transmission
- 10,000 lb. Front Axle
- 12,000 lb. Front Suspension
- 23,000 lb. Rear Axle
- 30,000 lb. Rear Suspension

Terms: Net Upon Delivery
Delivery: Approximately 45-60 Days After Receipt of Purchase Order
Note: Quoted delivery time is an estimate only. Actual delivery time is subject to change based on orders received by the manufacturer prior to receipt of purchase order/chassis and production slot availability.

Net F.O.B. Hattiesburg, MS $154,845.00 EACH
(FET, State, and Local Taxes Not Included)

THANK YOU FOR YOUR BUSINESS

HEIL PT1000
TEHCNICAL SPECIFICATIONS
20yd^3 REAR LOADING
REFUSE COLLECTION BODY

CAPACITY

ISO 9001 Certified body manufacturer

The body capacity, excluding the receiving hopper: 20 Cubic Yards

The hopper volumetric capacity: 3.0 Y^3

The structural integrity of the body allows for high density loading of up to 1,000 pounds per cubic yards of normal refuse.

BODY DIMENSIONS

Outside body width: 96"

Body height: 96"

Length (body and tailgate combined): 234"

Body inside width: 89.2"

Body inside height: 78.8"

Ejector guide bottom edge located 3/8" above longitudinal floor corners

BODY CONSTRUCTION

Smooth body floor without a trough. Stress skin sides designed with quad-break The stress skin roof designed with multi-break arc construction.

No hydraulic cylinders, valve or other hydraulic components come in contact with refuse packed into the body.

Body sides and roof are perimeter reinforced to withstand continuous operation at maximum imposed loads without harmful deformation or excessive wear. The floor rests on two longitudinal long members and full width lateral cross members.

Body roof: 8 gauge high tensile 50,000 PSI yield steel.

Body roof hinge member: 5" x 2" x .25", ASTM A500, Grade B, roll formed tube, fully welded to the roof sheet.

Body roof longitudinal corners: Buttressed with a crown rail 5.38" wide x 12.5" deep x 10 gauge high tensile 50,000 PSI yield steel.

Body sides: 10 gauge high tensile sheet, 50,000 PSI yield steel

Body perimeter side bolsters: 6.38" wide x 10 gauge high tensile, 50,000 PSI yield steel boxed shaped formed channels at the front and 13.25" wide x 10 gauge high tensile 50,000 PSI yield steel at the rear. Reinforcement braces are fully welded to the body side sheets. Unit supplied with vertical body side bracing at both the front and rear corners.

The body includes a 34" x 34" street side access door to allow entrance to body for service. Door equipped with safety interlock to shut down pump when door is open.

HEIL PT1000
TEHCNICAL SPECIFICATIONS
20yd^3 REAR LOADING
REFUSE COLLECTION BODY

Body floor: 10 gauge high tensile 50,000 PSI yield steel.

Floor longitudinal long members: 8 gauge 50,000 PSI yield formed channels.

Floor cross members: boxed shaped 5"x4"x10 gauge, high tensile 50,000 PSI yield steel. Single piece full width cross members interlaced through the long members on 26" centers to fully support the floor.

TAILGATE DIMENSIONS

Hopper opening: 85-1/2" outside to outside hopper bolsters.

Inside tailgate loading width: 80".

Hopper opening height: 68".

Overall height above the chassis frame with the tailgate raised: 165"

TAILGATE CONSTRUCTION

Tailgate sides: 10 gauge 50,000 PSI yield steel.

Tailgate side reinforcement: 2.5" x 5" formed channels fully welded to the rear perimeter edge of the tailgate side sheets. An interlaced network of 2.5" x 5" and 2" x 5" formed 11 gauge hi-tensile channels plus an 2.25" x 8" x .25" hi-tensile channel fully welded to the tailgate sides for superior structural support.

Hopper floor: 1/4" 184,000 PSI yield, AR400 abrasion resistant steel plate

Upper floor reinforcement: Consists of three (3) hi-tensile cross members; a ¼" high tensile located at the hopper-to-body interface, a 7 gauge located at the base of the hopper lip, and a 7 gauge intermediate located at the mid-span of the hopper forward floor.

Automatic tailgate locks

The rear hopper area equipped with a tailgate-to-driver buzzer system installed on the curbside of the hopper.

One (1) grab handle of .75" diameter is located at a height of 48"–52" above the rear step on the left and right side of the tailgate. The grab has an 8" vertical rear portion, a 38" horizontal center portion, and a 18" diagonal portion compatible with a broad range of differing height personnel and conforming to ANSI 245.1-1999.

The rear steps are bolt-on design fabricated from 9.5" x 40.5" x 12 gauge, 4 diamond Grip Strut, slip resistant, self-cleaning material, located on each side of the tailgate, and provide for a 380 square inches of footing area for a single rider and is bolt-on design to permit adjustments of step height.

The tailgate is raised with two (2) single acting 3 bore x 2.5" rod x 31" stroke hydraulic cylinders. The cylinders incorporate an integral orifice that limits the descent speed of the tailgate in the event of hydraulic failure.

The tailgate is equipped with a one piece, removable rubber gasket. The gasket, which has a durometer rating of 35-45 and a tensile strength of 1500-1800 PSI and extends across the entire bottom width of the tailgate to provide a water tight seal vertically up the side for 21".

PACKING MECHANISM

Packing cycle control is a mechanical, lever operated on the right hand side of the tailgate. A two lever design, the operator shall have the capability to start, stop and reverse the direction of any function at any time throughout the packing cycle.

Packing mechanism control valve is centrally located within the upper confines of the hopper, under upper cross members.

The packing cycle time: 15-17 seconds. Operator reload time: 5-6 seconds

Packing mechanism consists of three primary structures; the inner slide, the outer slide and a packing blade.

Inner slide is mounted to the tailgate hinge structure with two (2), 1.5 "diameter chrome plated, stress proof steel pins. The same pins support the base ends of the slide cylinders. Four (4) bearing bars are bolted to the upper and lower surfaces of the guide tubes, which interface with the outer slide.

Outer slide is pulled over the inner slide by two (2) double acting, 4.5" bore x 2.0" rod x 26.5" stroke cushioned hydraulic cylinders. Abrasion resistant steel wear bars make contact with inner slide bearings to provide smooth linear movement.

The packing blade is mounted to the outer slide with two (2), 2.25" diameter, induction hardened C1045 cold drawn steel pins. The blade is constructed with 3/16", 150,000 PSI yield strength steel. Two (2) double acting, 4" bore x 2.5" rod x 21.62" stroke, cushioned hydraulic cylinders exerts a packing force of 70,100 pounds on the refuse. The resultant packing face pressure is a minimum of 30.2 PSI.

Linear movement of the packing blade are accomplished with solid cast bronze alloy blade shoes. Rollers shall not be used. The 9" x 2" shoes ride in a track integral to the tailgate sides. Pivotal movement of the blade is around 2.25" diameter induction hardened C1045 cold drawn steel pins retained in the packing blade. The pins are located such that release from bearing load shall be accomplished from outside of the tailgate. Pin retrieval and replacement is accomplished from inside the tailgate.

All packing mechanism cylinders are within the confines of the tailgate shell to avoid hose damage from limbs and to protect the operator from contact.

Each hopper full of material is compressed between the packing blade and ejector panel. The ejector is automatically advanced by a relief valve. No operator attention is required to advance the ejector panel.

The packing mechanism is equipped with an "automatic crowd" pressure sensing device, which will enables the packing mechanism to find a path through the load which will neither stall the mechanism nor damage the structure thereby prolonging the hopper floor and mechanism life.

DISHCHARGE OF LOAD

The load is discharged by means of a positive ejection system. A double acting, telescopic hydraulic cylinder extends and retracts the ejector panel the full length of the body.

Eject Cylinder: 4 Stage, 6.5' bore, 110.12" stroke

The ejector panel face sheet is constructed from 11 gauge hi-tensile steel. Four (4) roll formed structural members 4" x ¼" span horizontally to three (3) hi-tensile perimeter members. A 11 gauge hi-tensile steel protective covering is provided to keep refuse from coming in contact with the ejector cylinder.

The ejector panel extends and retracts without the assistance of clamp bars or associated hardware.

Smooth movement of the ejector panel in the body is achieved with four (4) shoes on each side of the ejector panel. Each shoe is provided on ejector perch integral to the fully boxed 4.5" x 4.5" x.25" base frame. The shoes are "single bolt quick change" design permitting replacement without removing the ejector panel. The shoes are guided in a track that is integral to the body side wall and also minimizes pivotal movement of the ejector panel as refuse is packed against it.

CONTROLS

The ejector panel and tailgate raise controls are mounted outside the body on the front left hand side of the body. Direct connection of the control handles to the valve spool exists to minimize moving parts and allow for ease of service.

An electrical device is supplied to automatically raise the engine speed to the proper RPM during the packing cycle

An additional throttle advance switch is located at the front left hand side of the body within hands reach of the ejector and tailgate raise controls.

Motive drive controls are conveniently mounted in the cab, to the right side of the driver.

The unit is equipped with dual "e-stops" with counterbalance valves on the sweep blade and slide blade function that provides immediate disengagement of the sweep and slide blade function.

HYDRAULIC SYSTEM

To minimize hydraulic cylinder weight, a high-pressure hydraulic system shall be employed. The operating pressure of the system shall be 2750 PSI. Low-pressure systems are not used.

A heavy-duty power take off is provided and will be compatible with the chassis engine and transmission. Remote mounted, hot shift with electric overspeed protection.

A heavy duty gear pump is provided with a rated capacity of 18-24 GPM @ 1000 RPM

The hydraulic pump is designed to operate continuously with peak loading at frequent, short intervals. Pump will remotely mounted to PTO by means of a drive shaft.

The hydraulic system incorporates adjustable relief valves to protect all components from excessive pressure and overloads.

All roof mounted hydraulic tubes are securely clamped to prevent vibration, abrasion, and excessive noise.

All hydraulic hoses conform to S.A.E. standards for designed pressure. Bends not less than recommended by S.A.E. standards. No flat spots in hoses

Hydraulic oil reservoir has a gross capacity of 45 gallons and a useable capacity of 35 gallons when filled with hydraulic fluid.

The tank is complete with a screened fill pipe and cap, filter breather, clean out cover, an oil level sight gauge, and a 2" suction line shut off valve.

The hydraulic system is protected by a three (3) micron return line filter.

All multi-spool control valves are of a sectional design such that servicing would not require replacement of the entire valve assembly.

HYDRAULIC CYLINDERS

All cylinders have a working pressure of 2750 PSI.

Packing and slide cylinders are internal cushion design so that hydraulic shock and audible noise is minimized. This is accomplished by a design that decreases the speed of the cylinder for the last one-half (.5") inch of cylinder stroke on both directions of travel.

Rods of packing and slide cylinders are induction hardened to a surface hardness of 55-65 Rockwell C scale and are chrome plated.

All rod end pin lugs are inertia welded to the cylinder rods.

ELECTRICAL

All electrical wiring connectors are automotive double-seal, with wiring in split convoluted loom.

All wiring connections are soldered with rubber molded covering or crimp type connectors with shrink wrap. No unprotected wiring is used.

All electrical limit switches are epoxy impregnated to minimize effects of excess moisture.

LIGHTING

Clearance lights, a back up, four (4) directional lights and five (5) brake lights are LED style, shock mounted in a protective housing. The entire unit is pop out and replaceable.

Four (4) LED multi-function rear lights, located on the four corners of the rear of the body providing both strobe and rear turn functions. The light's turn function overrides the strobe functions when the turn indicator is engaged.

Dual front and rear strobe lights

LED strobe lights in chassis grill

All lights provided are in accordance with FMVSS #108, plus an above hopper center brake light. Directional/tail and brake lights are dispersed to position one (1) each on the upper and lower rear corners of the tailgate.

PAINTING

The entire body is properly cleaned of all dirt, grease, and weld slag before painting. Cleaning is accomplished with accepted industry practices.

A primer coat and two-component polyurethane enamel top coat is applied.

The body shall be painted white to match cab.

The underside of the body and chassis shall be undercoated to protect from damage caused by road debris, salt, and road chemicals.

The body is equipped with ICC regulation high visibility tape. Reflective tape is installed on lower body side perimeter and across rear hopper lip.

ADDITIONAL FEATURES

Twelve (12) Month body warranty

Four (4) year cylinder warranty

Dual Bayne MBTL180 cart tippers with integrated controls

15,000 lb. Reeving cylinder with lip and latch kit

Rear vision camera system

Prepared for:
Larry Angel
Heil Environmental
2030 Hamilton Place Blvd
Chattanooga, TN 37421
Phone: 866-367-4345

Prepared by:
BILL DANIELS
PEACH STATE TRUCK CENTERS
6535 CRESCENT DRIVE
NORCROSS, GA 30071
Phone: (770)-449-5300

QUOTATION

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK

CUM ISL 300 HP @ 2000 RPM, 2200 GOV RPM, 860 LB/FT @ 1300 RPM

ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

RS-23-161 23,000# R-SERIES SINGLE REAR AXLE

30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD

DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE

12,000# DUAL TAPERLEAF FRONT SUSPENSION

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

5250MM (207 INCH) WHEELBASE

11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI

1625MM (64 INCH) REAR FRAME OVERHANG

COMMENTS: 2015 M2 Single Axle "Ready Truck" specification

APPROVAL:
Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

Prepared for:
Larry Angel
Heil Environmental
2030 Hamilton Place Blvd
Chattanooga, TN 37421
Phone: 866-367-4345

Prepared by:
BILL DANIELS
PEACH STATE TRUCK CENTERS
6535 CRESCENT DRIVE
NORCROSS, GA 30071
Phone: (770)-449-5300

SPECIFICATION PROPOSAL

	Description	Weight Front	Weight Rear
Price Level			
	M2 PRL-06M (EFF:08/08/13)		
Data Version			
	SPECPRO21 DATA RELEASE VER 011		
Vehicle Configuration			
	M2 106 CONVENTIONAL CHASSIS	5,765	3,515
	2014 MODEL YEAR SPECIFIED		
	SET BACK AXLE - TRUCK		
	STRAIGHT TRUCK PROVISION		
	LH PRIMARY STEERING LOCATION		
General Service			
	TRUCK CONFIGURATION		
	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
	REFUSE SERVICE		
	SANITATION BUSINESS SEGMENT		
	MOIST BULK COMMODITY		
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
	MAXIMUM 8% EXPECTED GRADE		
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
	MEDIUM TRUCK WARRANTY		
	EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs		
	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		
Truck Service			
	REFUSE, SIDE LOAD OR REAR PACKER BODY - DOES NOT UNLOAD IN A LANDFILL		

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	Description	Weight Front	Weight Rear
	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
	CUM ISL 300 HP @ 2000 RPM, 2200 GOV RPM, 860 LB/FT @ 1300 RPM	640	30
Electronic Parameters			
	75 MPH ROAD SPEED LIMIT		
	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
	PTO MINIMUM RPM - 700		
	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
	2013 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14		
	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
	STANDARD OIL PAN		
	ENGINE MOUNTED OIL CHECK AND FILL		
	ONE PIECE VALVE COVER		
	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
	(2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT MAINTENANCE FREE 1850 CCA THREADED STUD BATTERIES		
	BATTERY BOX FRAME MOUNTED		
	STANDARD BATTERY JUMPERS		
	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
	NON-POLISHED BATTERY BOX COVER		

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Description	Weight Front	Weight Rear
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
STANDARD AIR COMPRESSOR GOVERNOR		
AIR COMPRESSOR DISCHARGE LINE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
11 FOOT 06 INCH (138 INCH+0/-5 INCH) EXHAUST SYSTEM HEIGHT		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
6 GALLON DIESEL EXHAUST FLUID TANK		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
HORTON DRIVEMASTER ON/OFF FAN DRIVE		
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
FLEETGUARD PLAIN COOLANT FILTER		
1100 SQUARE INCH ALUMINUM RADIATOR	20	
ANTIFREEZE TO -34F, NOAT EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		

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	Description	Weight Front	Weight Rear
	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
	RADIATOR DRAIN VALVE		
	LOWER RADIATOR GUARD		
	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
	ALUMINUM FLYWHEEL HOUSING		
	ELECTRIC GRID AIR INTAKE WARMER		
	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	10	
Transmission			
	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
	ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	VEHICLE INTERFACE WIRING WITH BODY BUILDER CONNECTOR MOUNTED BACK OF CAB		
	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
	TRANSMISSION PROGNOSTICS - ENABLED 2013		
	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		

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	Description	Weight Front	Weight Rear
	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
	NON-ASBESTOS FRONT BRAKE LINING		
	CONMET CAST IRON FRONT BRAKE DRUMS		
	FRONT BRAKE DUST SHIELDS	5	
	SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
	STANDARD SPINDLE NUTS FOR ALL AXLES		
	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
	TRW THP-60 POWER STEERING		
	POWER STEERING PUMP		
	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
	SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
	RS-23-161 23,000# R-SERIES SINGLE REAR AXLE		174
	6.14 REAR AXLE RATIO		
	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		

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	Description	Weight Front	Weight Rear
	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
	NON-ASBESTOS REAR BRAKE LINING		
	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
	CONMET CAST IRON REAR BRAKE DRUMS		
	REAR BRAKE DUST SHIELDS		5
	SKF SCOTSEAL PLUS XL REAR OIL SEALS		
	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
	SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		230
	SPRING SUSPENSION - NO AXLE SPACERS		
	STANDARD U-BOLT PAD		
	FORE/AFT CONTROL RODS		
Brake System			
	AIR BRAKE PACKAGE		
	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
	FIBER BRAID PARKING BRAKE HOSE		
	STANDARD BRAKE SYSTEM VALVES		
	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
	STD U.S. FRONT BRAKE VALVE		
	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
	AIR DRYER FRAME MOUNTED		
	STEEL AIR BRAKE RESERVOIRS		
	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
	UPGRADED CHASSIS MULTIPLEXING UNIT		

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	Description	Weight Front	Weight Rear
	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
	5250MM (207 INCH) WHEELBASE		
	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	170	120
	1625MM (64 INCH) REAR FRAME OVERHANG		
	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH	-10	40
	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 141.45 in		
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 138.45 in		
	CALC'D FRAME LENGTH - OVERALL : 300.39		
	CALC'D SPACE AVAILABLE FOR DECKPLATE : 141.45 in		
	FRAME SPACE LH SIDE : 57.77 in		
	FRAME SPACE RH SIDE : 121.76 in		
	SQUARE END OF FRAME		
	FRONT CLOSING CROSSMEMBER		
	STANDARD WEIGHT ENGINE CROSSMEMBER		
	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
	STANDARD REARMOST CROSSMEMBER		
	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
	FRONT TOW HOOKS - FRAME MOUNTED	15	
	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
	NO BUMPER/FENDER MOUNTED SIGHT RODS		
	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
	80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	40	10
	RECTANGULAR FUEL TANK(S)		
	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
	FUEL TANK(S) FORWARD		

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	Description	Weight Front	Weight Rear
	PLAIN STEP FINISH		
	FUEL TANK CAP(S)		
	ALLIANCE FUEL FILTER/WATER SEPARATOR		
	EQUIFLO INBOARD FUEL SYSTEM		
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
	CONTINENTAL HSR2 11R22.5 14 PLY RADIAL FRONT TIRES	16	
	CONTINENTAL HD3 ECO PLUS 11R22.5 14 PLY RADIAL REAR TIRES		64
Hubs			
	CONMET PRE-SET BEARING IRON FRONT HUBS		
	CONMET PRE-SET BEARING IRON REAR HUBS		
Wheels			
	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC FRONT WHEELS	10	
	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		20
	FRONT WHEEL MOUNTING NUTS		
	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	AIR CAB MOUNTS		
	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
	LH AND RH GRAB HANDLES		
	HOOD MOUNTED CHROMED PLASTIC GRILLE		
	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
	FIBERGLASS HOOD		
	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	4	
	DUAL ELECTRIC HORNS		
	SINGLE HORN SHIELD		
	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
	REAR LICENSE PLATE MOUNT END OF FRAME		
	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
	(5) AMBER MARKER LIGHTS		

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	Description	Weight Front	Weight Rear
	DAYTIME RUNNING LIGHTS		
	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
	STANDARD FRONT TURN SIGNAL LAMPS		
	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS		
	DOOR MOUNTED MIRRORS		
	102 INCH EQUIPMENT WIDTH		
	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
	RH AND LH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	8	
	STANDARD SIDE/REAR REFLECTORS		
	63X14 INCH TINTED REAR WINDOW		
	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
	MANUAL DOOR WINDOW REGULATORS		
	TINTED WINDSHIELD		
	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
	OPAL GRAY VINYL INTERIOR		
	INTERIOR CONVENIENCE PACKAGE		
	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
	BLACK MATS WITH SINGLE INSULATION		
	DASH MOUNTED ASH TRAYS AND LIGHTER		
	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS AND ADDITIONAL CENTER COMPARTMENT WITHOUT NETTING		
	IN DASH STORAGE BIN		
	(2) CUP HOLDERS LH AND RH DASH		
	GRAY/CHARCOAL FLAT DASH		
	5 LB. FIRE EXTINGUISHER	10	
	HEATER, DEFROSTER AND AIR CONDITIONER	70	
	STANDARD HVAC DUCTING		

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Description	Weight Front	Weight Rear
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES		
DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
BINARY CONTROL, R-134A		
STANDARD INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
(1) 12 VOLT POWER SUPPLY IN DASH		
TRIANGULAR REFLECTORS WITHOUT FLARES	10	
BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	30	
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
BLACK MORDURA CLOTH DRIVER SEAT COVER		
BLACK MORDURA CLOTH PASSENGER SEAT COVER		
3 POINT DRIVER AND PASSENGER AND 2 POINT CENTER FRONT SEAT BELT RETRACTORS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
4-SPOKE 18 INCH (450MM) STEERING WHEEL		
DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls		
WOODGRAIN DRIVER INSTRUMENT PANEL		
WOODGRAIN CENTER INSTRUMENT PANEL		
BLACK GAUGE BEZELS		
LOW AIR PRESSURE LIGHT AND BUZZER		
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
97 DB BACKUP ALARM		3

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Description	Weight Front	Weight Rear
ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE DISPLAY: 1X7 CHARACTER, 26 WARNING LAMPS, DATA LINKED, ICU3		
DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH		
2 INCH ELECTRIC FUEL GAUGE		
PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
AM/FM/WB RADIO WITH FRONT AUXILIARY INPUT	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
POWER AND GROUND STUDS IN/UNDER DASH		
MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM	2	
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
IDLE LIMITER, ELECTRONIC ENGINE		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		

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	Description	Weight Front	Weight Rear
	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design			
	PAINT: ONE SOLID COLOR		
Color			
	CAB COLOR A: L0006EB WHITE ELITE BC		
	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
Certification / Compliance			
	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
	CORPORATE PDI CENTER IN-SERVICE ONLY		

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	7221 lbs	4316 lbs	11537 lbs
Total Weight+	7221 lbs	4316 lbs	11537 lbs

Extended Warranty

TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 2 YEAR/UNLIMITED MILES/KM, $550 CAP

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(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

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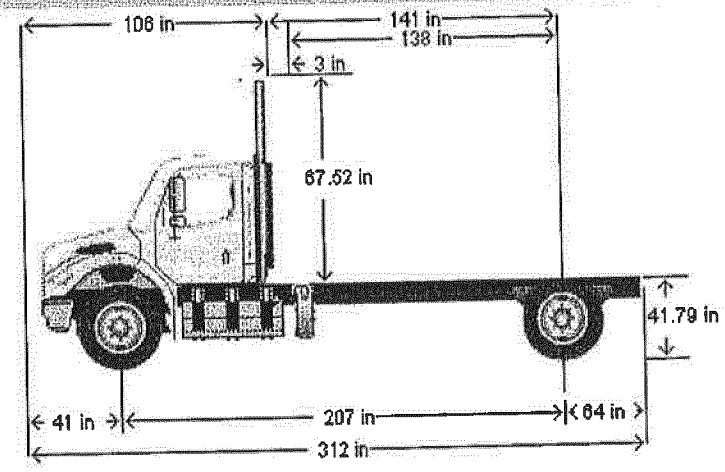
DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	5250MM (207 INCH) WHEELBASE
Rear Frame Overhang (552)	1625MM (64 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

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TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	141.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	138.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	1.6
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	205.4
Cab Height (CH)	67.5
Wheelbase (WB)	207.0
Frame Overhang (OH)	64.0
Overall Length (OAL)	311.7
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.8

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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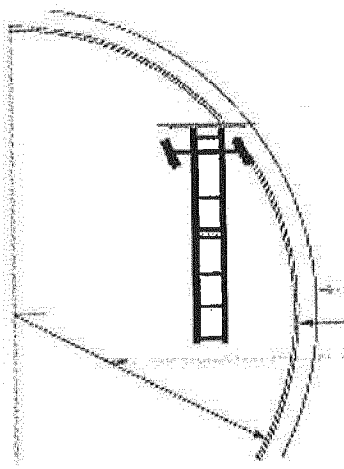
TURNING RADIUS



	Left Turn	Right Turn	Tolerance
Wall to Wall Diameter (ft)	57.1	58.5	+/- 3.0
Curb to Curb Diameter (ft)	55.5	56.8	+/- 3.0
Turning Radius (ft)	27.3	28.0	+/- 1.5

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Wheelbase (545)	5250MM (207 INCH) WHEELBASE
Front Tires (093)	CONTINENTAL HSR2 11R22.5 14 PLY RADIAL FRONT TIRES
Width (in)	11.1
Front Axle (400)	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Kingpin Intersection (in)	71.5
Bumper (556)	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS
Width (in)	92.5
Bumper Miter to Front Axle (in)	21.458
Primary Steering Location (003)	LH PRIMARY STEERING LOCATION
Steering Gear (536)	TRW THP-60 POWER STEERING
Dual Steering Gear	NONE
Ram	NONE
Rear Axle (420)	RS-23-161 23,000# R-SERIES SINGLE REAR AXLE
Axle Spacing (624)	NO AXLE SPACING

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FRAME RBM

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545) ..... 5250MM (207 INCH) WHEELBASE
Frame Rails (546) ..... 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI(546)
Yield Strength (psi) 120000
Section Modulus (per rail) (cu in) 16.979
RBM (per rail) (lbf-in) 2040000
Inner Frame Reinforcement (547) ..... NO INNER FRAME REINFORCEMENT
Outer Frame Reinforcement (548) ..... NO OUTER FRAME REINFORCEMENT

TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	5250MM (207 INCH) WHEELBASE
Frame	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
Inner Frame Reinforcement	NO INNER FRAME REINFORCEMENT
Outer Frame Reninforcement	NO OUTER FRAME REINFORCEMENT
Yield Strength (psi)	120000
Section Modulus - per rail (cu. in.)	16.98
Frame RBM - per rail (lbf-in)	2037600

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

HEIL ENVIRONMENTAL WARRANTY STATEMENT

The Heil Co. d/b/a Heil Environmental ("Heil") warrants its waste collection equipment to be free from defects in material and workmanship under normal single-shift use for a period of Twelve (12) months or 2000 hours of operation (whichever comes first) from the date of equipment In-Service or during the period of coverage offered by an extended warranty program, when operated in accordance with its *Operator's Manual* and proper service and maintenance as described in Heil *Service Bulletins* and *Parts & Service Manuals* are performed. The standard or extended equipment warranty is not transferable except for sales demonstration units.

This warranty is expressly limited to the repair or replacement of any component or part thereof, of any such collection body manufactured by Heil that is proven to Heil's satisfaction to have been defective in material or workmanship. Such components or parts shall be repaired or replaced at Heil's option without cost to the original purchaser for parts and labor provided such unit is returned to an authorized Heil Dealer for replacement or repair. The repair or replacement must be made during the standard or extended warranty coverage period.

Before any warranty can be allowed on new equipment, a validated warranty registration form must be on file with Heil's Customer Service Department within sixty (60) days of the equipment's In-Service date. Wear items are excluded from warranty coverage.

All OEM service parts sold by Heil have a six (6) month warranty from the date of purchase. Aftermarket parts purchased from Heil are supported by a 90-day warranty. The parts warranty covers parts only, providing that factory inspection reveals a defect in material or workmanship. Labor, troubleshooting, equipment downtime, etc. is not covered under the parts warranty policy.

HEIL MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. HEIL DOES NOT ASSUME ANY LIABILITY OR ACCEPT CLAIMS FOR LOSS OF PROFITS, PRODUCT DOWN TIME OR ANY OTHER DIRECT, INCIDENTAL OR INDIRECT CONSEQUENTIAL LOSSES, COSTS, DAMAGES, OR DELAYS.

Any improper use, operation beyond rated equipment or component capacity, substitution of parts that are not Heil approved, or any alteration or repair by others in such a manner as in Heil's sole judgment affect the product operation or integrity shall void the warranty. Other than the extension of the standard warranty period purchased under a supplemental *Heil Extended Warranty Program*, no employee or representative is authorized to modify this warranty in any way nor shall any other warranties be granted. No dealer-supplied warranty program is endorsed or supported
by Heil. Heil retains the right to modify its factory warranty program at any time.

TERMS AND CONDITIONS OF SALE

1. ORDERS – All orders are subject to acceptance or rejection by The Heil Co.(d/b/a Heil Environmental, hereinafter "Heil"). NO ORDERS MAY BE CHANGED IN ANY MANNER WITHIN THIRTY DAYS OF THE SCHEDULED PRODUCTION DATE. ANY CHANGES REQUIRED IN THIS TIME FRAME WILL CAUSE THE ORDER TO BE RESCHEDULED (WHICH MAY INCLUDE ADDITIONAL CHARGES) AS DEEMED NECESSARY BY HEIL IN ITS SOLE JUDGMENT.

2. ORDER ACKNOWLEDGEMENTS – An Order Acknowledgment ("OA") must be reviewed, signed and returned to Heil to indicate Purchaser's verification the order is accurate. Heil reserves the right to hold an order from being slotted in the Production Schedule until a signed OA has been received. Purchaser waives any claims of error for orders that are produced in accordance with a signed OA.

3. SPECIAL ORDER REQUESTS ("SOARS") – Orders for products with components not regularly carried in stock or requiring special engineering, special parts ordering or special manufacture are in every case subject to approval by the Product Management department of Heil and shall be subject to the qualifications set forth in Heil's *Product Bulletin #339* (or as may be subsequently updated and published by Heil).

4. PERFORMANCE – Heil shall not be liable for damages of any kind whatsoever arising from failure to complete the contract in accordance with its terms if such changes are due to wars, strikes, fires, floods, accidents, delays in transportation and other acts of force majeure or other causes beyond its reasonable control.

5. EXPERIMENTAL WORK – Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

6. INTELLECTUAL PROPERTY – Sketches, engineering drawings, models, manuals, marketing materials, and all preparatory work created or furnished by Heil shall remain its exclusive property. No use of same shall be made, nor may ideas obtained there from be used nor disclosed to anyone except with the written consent of Heil.

7. CANCELLATION – After acceptance, orders cannot be cancelled except upon terms that will compensate Heil fully for all inconvenience, cost, loss or damage sustained.

8. SHIPMENT – All shipments will be made after completion of manufacture unless otherwise agreed to in writing. In the event that agreement is reached for Heil to store completed items, the customer will be invoiced immediately upon completion of manufacture, and such invoice shall be due and payable according to the terms of this order. Storage shall be at the risk of the customer and Heil shall be liable only for the ordinary care of the property.

9. CUSTOMER'S PROPERTY – Heil may charge the customer at current rates, for handling and storing customer's property (e.g. truck chassis) held for more than thirty days. All customers' property, or third parties' property, that is stored by Heil, by its employees, agents or assigns (whether on or off Heil facilities) is at the customer's or other party's risk. Heil shall only provide for ordinary care of the property and shall not be liable for any loss or damage thereto caused by fire, water, corrosion, vandalism, theft, negligence, or any cause whatsoever.

10. TRAINING – It is the owner's responsibility to ensure that the *Operators Manual* remains with each unit and the *Parts & Service Manual* is available for use. Additionally, the owner shall ensure that every person who operates or maintains the product has been trained on the proper operation, storage, battery disconnect use, lock out/tag out procedures and company work rules for each product.

11. PRICES – All orders are subject to current prices in effect at the time of shipment, including any applicable surcharges.

12. PAYMENT – Heil's standard domestic payment terms are Net 30 days from the date of invoice unless modified by a separate written agreement with your company. For non-domestic shipments, a Letter of Credit or other Heil approved surety of payment may be required prior to shipment. Notwithstanding the foregoing, Heil reserves the right to apply its Credit Department's terms and conditions at any time to any order and its decision shall be final and binding.

13. COLLECTION – If for any reason the customer defaults on any monies owed to Heil, said customer shall be responsible for all costs incurred by Heil in the collection of outstanding monies including but not limited to: collection agency fees, filing fees, judgment, interest expense, settlement, administration costs, attorney's fees, etc.

14. F.O.B. POINT – Unless otherwise stated in writing, all prices listed are F.O.B. point of manufacture. In all cases, in-transit liability and risk of loss transfers to the customer at the time of delivery to the customer, their employees, agents, or a delivery service or common carrier – whichever occurs first.

15. TAXES – Unless specifically stated, prices listed do not include Federal, State, City or other excise, occupation, sales, use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If Federal Excise Taxes are included and listed on the order acknowledgement or invoice, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment.

16. PRODUCT IMPROVEMENT – Heil reserves the right to change manufacturing specifications, product design, and production procedures at any time in accordance with its product improvement practices.

17. MOUNTING PRICES – It is the customer's responsibility to provide Heil a chassis that meets the specifications published by Heil on its website for the specific body to be mounted. Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks etc. will be made at an additional charge, to be billed at the standard factory labor rate. It is expressly understood that Heil is not authorized to modify exhaust systems on engines that comply with EPA emission standards that became effective in 2007. Chassis delivered to Heil requiring modification of such an exhaust system to enable body mounting will be returned to the customer or a designated chassis dealer at the customer's expense.

18. WARRANTY – Heil warrants it's Solid Waste & Recycling Collection Products in accordance with the *Heil Environmental Warranty Statement* (the "Warranty Statement") unless you have a contract with Heil providing specific terms and conditions of warranty. A copy of the Warranty Statement is available from your Dealer and is posted on Heil's website at www.heil.com. While the text in the Warranty Statement is more specific and shall prevail, Heil's product warranty is expressly limited to repair or replacement of any component or part thereof, for any such refuse collection body manufactured by Heil that is determined by Heil to be defective in materials or workmanship. The component or part shall be repaired or replaced without cost to the first purchaser for materials and labor provided such unit is returned for such repair or replacement to an authorized Heil Dealer within six months from the unit's delivery date to such first purchaser. Any product warranty is not transferable, except for sales demonstration units. No warranty claims will be processed on any new equipment unless the warranty registration was submitted timely to Heil's Customer Support Department. Any service parts sold by Heil shall carry a six month warranty for part replacement only, due to a defect in material or workmanship. Installation labor cost is expressly excluded from Heil's service part warranty.

19. CHASSIS AND ACCESSORY WARRANTY – Heil makes no warranty of products or component parts manufactured by others and supplied or installed by us, except to the extent there is a defect in workmanship solely related to the installation at Heil's factory. Chassis, component parts and accessories are solely subject to the warranties, if any, as provided by their respective manufacturers. This expressly applies to any chassis-related issues and/or accessory components – regardless of whether said chassis or accessory was provided by Heil at the time of sale. Additionally, unless there is a defect in workmanship solely related to the installation at Heil's factory, Heil shall not administer any chassis or accessory manufacturer's warranty directly or as a third party liaison for the equipment owner or Dealer. The equipment owner shall address any such "non-Heil body" warranty issues directly with their local chassis dealer and/or the manufacturer of the specific accessory or equipment.

20. WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Any improper use, operation beyond rated capacity, substitution of parts not approved by us, or any alteration or repair by others in such manner as in our judgment affects the product materially and adversely shall void this Warranty. NO EMPLOYEE OR REPRESENTATIVE IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY. The above warranty supersedes and is in lieu of all other warranties express or implied.

21. NO DIRECT OR CONSEQUENTIAL DAMAGES – Heil hereby disclaims and does not assume any liability whatsoever for costs or expenses related to the use or unavailability of its product for any reason, including but not limited to accidents, injury, death, late deliveries, chassis flooring cost or charges, product down time, fire damage, loss of product, in-transit damage or loss, lost profits, time or any other direct, indirect or consequential losses, damages or delay, property damage or injuries or death to persons.

22. OFF-SITE LOSS DISCLAIMER – The customer shall bear the risk for damage or loss to the truck body, chassis, accessories, or injury to property or person, while the truck body and/or chassis is either at or in transit to or from customer delivery, any third party Dealer or a component supplier's location.

23. CHOICE OF LAW AND VENUE – This agreement shall be interpreted according to the laws of the State of Tennessee. Any claims lodged against Heil involving this order in any way must be filed and adjudicated in the Circuit Court (or Federal Court if appropriate) located in Hamilton County, Tennessee, and in the case of appeal, at the situs of their respective appellate Courts.

24. NON-WAIVER – Our failure at any time to exercise any right we may have under this agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.

25. ENTIRE AGREEMENT – Unless a prevailing purchase contract is in place between the companies, this order, including the above terms and conditions, contains the complete and final agreement between the parties hereto and no customer-supplied purchase order terms, verbal agreement, or other document in any way modifying any of these terms and conditions will be binding on Heil unless agreed to in writing by an authorized representative of Heil.

Freightliner (FTL)

Run Smart™

Freightliner Medium Truck Coverage

	Coverage	
Description	**Time[1]**	**Distance[1]**
Basic Vehicle	2 Years	Unlimited
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	2 Years	Unlimited
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	Unlimited
Diesel Emission 2010[2]	5 Years	100,000 mi/161 000 km
Drivetrain	2 Years	Unlimited
Frame Rails	5 Years	Unlimited
GHG14[3] (Light Heavy Duty Trucks)	5 Years	50,000 mi/80 500 km
GHG14[3] (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14[3] (Medium Heavy Duty to Heavy Heavy Duty Tractors)	5 Years	100,000 mi/161 000 km
GHG14[3] Tire	2 Years	24,000 mi/38 400 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Steer Axle[4]	2 Years	Unlimited

[1]Time or distance, whichever comes first
[2]Applies to vehicles equipped with EPA 2010 compliant diesel engines.
[3]Applies to models 2013 and later domiciled in the United States, check actual coverage online for coverage listed as GHG14...".
[4]Steer axle coverage-group applies to glider only.

Warranty Statement & Warranty Coverage Descriptions follow on page two of this document.

The information provided in this document is for general information only and is not offered as customer's warranty.
This coverage may be superseded without notification.
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Warranty Coverage Exclusions

Daimler Trucks North America LLC

Warranty Statement

1.00 NEW VEHICLE COVERAGE

The following section outlines Company standard warranty coverages for all Company vehicles, apparatus or chassis or cabs sold and domiciled in the USA (50 states and Washington, D.C.), and Canada. This information is also included in the Operator's Maintenance and Owner's Warranty Information Booklet.

1.01 NEW VEHICLE LIMITED WARRANTY

Under this New Vehicle Limited Warranty ("Warranty"), Company warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in this document.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

1.02 LIMITATIONS

This Warranty does not apply to vehicles that are sold or domiciled outside of the United States (50 states and Washington, D.C.), or Canada.

This Warranty does not apply to engines, Allison or Twin Disc transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. With respect to the foregoing, Company makes no warranty whether express, implied, statutory or otherwise including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY 'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company within the applicable warranty period, of any failure of the vehicle to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the vehicle to an authorized Dealer for inspection and repair or replacement of any defect in material or workmanship occuring within the applicable warranty period.

The vehicle must be maintained and serviced according to the prescribed schedules outlined in the Driver's/Operator's and Maintenance Manuals. Receipted bills and other evidence that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected.

1.03 PURCHASER'S EXCLUSIVE REMEDY

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

1.04 LIMITATION OF LIABILITY

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE VEHICLE AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF VEHICLE USE.

Coverage Descriptions

Axles
Coverage includes all factory-installed steer axles; drive axles; tag axles; and pusher axles. *Excludes any axle installed by a dealer or body builder.*

Drive Axle(s)
Coverage includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, and attaching hardware.*

Pusher Axle
A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

Steer Axle
Coverage includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings and steering arms. *Excludes wheel end equipment, tie rod ends, steering linkage components, kingpin bushings, and king pin seals.*

Tag Axle
A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

Battery
Only Freightliner LLC's private brand-label (Alliance Brand Parts), Mopar (Sterling Bullet only), and Furukawa (STL360 Model only) batteries will be warranted. *Any other brand of battery is excluded from Company coverage. Claims for all other brands must be submitted directly to the supplier. Warranty coverage includes the battery assembly only.*

Basic Body
Coverage includes body emergency lighting and controls; hinged and rollup compartment doors; body trim; body lighting and controls; body electrical systems.

Basic Chassis
Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty, or by special agreement or described as having a different time, or distance or hours, or listed separately on each new vehicle warranty coverage chart.

Basic Vehicle
Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty, or by special agreement or described as having a different time or distance, or listed separately on each new vehicle warranty coverage chart.

Body Electrical
Coverage includes body wiring harness(es) only.

Body Structure
Coverage includes compartments and body panels; hinged compartment doors; fire pump closure; body frame and sub-frame, if applicable. *Excludes surface corrosion caused by chips or scratches.*

Body Structure and Corrosion
Coverage includes compartments and body panels; hinged compartment doors; fire pump closure; body frame and sub-frame, if applicable. *Excludes surface corrosion caused by chips or scratches.*

Brightwork
Coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. *Excludes any damage to bumper, backside of bumpers, and concealed or inner surfaces.*

Cab Corrosion/ Perforation
Coverage is limited to rust-through or perforation of the cab and integral sleeper structure and sleeper box (if applicable) due to corrosion from within. *Excludes all conditions of rust or corrosion that has not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.*

Cab Structure
Coverage includes cab and integral sleeper structural components, structural components of factory installed sleeper boxes (if applicable), sheet metal panels, doors, and hoods. *Excludes all bolt-on components including door and hood hinges, latches, guides, and other mounting hardware.*

Corrosion
Coverage provides warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion, or Aftermarket Parts Warranty.
Exclusions to corrosion warranty include, but are not limited to, the following:

- Corrosion caused by general rust (for example, rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/ or chemicals used on the road surface
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors or drums (rotor exclusion does not apply to hydraulic discs with Magna-Coat Rotors)
- Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature
- Corrosion due to improper use, misuse or abuse, negligence, including improper or insufficient maintenance

Cowl Corrosion/ Perforation
Coverage is limited to rust-through or perforation of the cowl due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.*

Cowl Structure
Coverage includes cowl structural components, sheet metal panels, and hood. *Excludes all bolt-on components including hood hinges, latches, guides, or other mounting hardware.*

Crossmembers
Coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. *Excludes any bolt-on item attached with either conventional or huck bolts.*

Driveline
Coverage includes driveshaft tubing, U-joints, yokes, support bearings, and splines.

Drivetrain
Coverage includes transmission, (except Allison transmissions) steer axle(s), drive axle(s), and transfer case. *Excludes tag axle(s), pusher axle(s), driveline, and U-joints.*

Frame Rails
Coverage is limited to breaking or cracking of factory installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. *Excludes all bolt-on items regardless if attached with conventional or huck bolts.*

Glider
An incomplete vehicle which may be ordered with or without engine and or major drive train components; warranty coverage includes all components as specified in the specific build specification.

Off Road On-Site Assistance
Coverage is exclusively available for off road vehicles that are prohibited from use on public streets. If this coverage is provided, it will be specifically included in the coverage table as a separate category. Coverage includes on-site assistance and/or equipment transportation to the nearest authorized repairing location for a Daimler Trucks North America LLC warrantable repair.

Paint (Body, Cab, & Cowl)
Paint coverage excludes lack-of gloss issues on vehicles painted with low gloss colors; the underside of hoods and roof and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches

Body Paint
Coverage includes all factory-painted exterior body surfaces. Warranted against orange peel; peeling/ delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Cab Paint
Coverage includes all factory-painted exterior surfaces (except those included in chassis paint coverage). Warranted against orange peel; peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Cowl Paint
Coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint). Warranted against orange peel; peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Paint, Chassis *(Chassis Paint)*
Coverage includes all factory painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, power train components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, and attaching brackets and hardware. Warranted against peeling or non-adhesion. *Excludes U-joints and any damages to the paint or painted surface such as chips and scratches.*

Towing/ Roadside Assistance
Coverage includes roadside assistance or towing (to the nearest authorized repair location) for a Daimler Trucks North America LLC warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle. If this coverage is provided, it will be specifically included in the coverage table as a separate category.

Transfer Case Assembly
Coverage includes housing and all internally lubricated parts.

Transmission
Coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. Excludes broken synchronizer pins, PTOs, transfer case(s), airlines, gauge senders, yoke(s), clutch and clutch control components including clutch brake. *Excludes Allison automatic transmissions and Twin Disc Automatic Transmissions.*

Wheel End Equipment
Coverage includes brake components, wheels, hubs, drums, rotors, wheel seals / bearings, slack adjustors, and attaching hardware.

Other exclusions may apply. See "Daimler Trucks North America LLC Warranty Coverage Exclusions" for more information regarding applicable exclusions to coverages.
The information provided in this document is for general information only and is not offered as customer's warranty. This coverage may be superseded without notification.
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HATTIESBURG, MS
SPECIFICATION
Truck-mounted, 20 cubic yard rear loader body.

The unit will be used in collection and loading of residential or commercial refuse. This specification describes a hydraulically actuated packer body of the rear loading type with the following minimum specifications necessary to perform the work assigned.

UNIT WILL BE MANUFACTURED IN AN ISO 9001:2000 CERTIFIED FACILITY.

The body shall conform to the latest ANSI Z245 specification as well as the Federal Motor Vehicle Safety Standard FMVSS-108 at the time of manufacture.

All proposals include delivery, training of operators and service personnel.

	Yes/No Offered
1. The minimum capacity of the body shall be 20 cubic yards exclusive of the hopper.	yes
2. The minimum capacity of the hopper shall be 3.61 cubic yards without the use of a hopper loading sill extension.	No - 3.0 yd^3
3. The body shall be designed to allow high density compaction of up to 1000 lbs. per cubic yard of household refuse.	yes
4. The unit shall be manufactured in an ISO 9001:2000 certified facility.	yes
BODY DIMENSIONS	
1. The maximum overall width shall be 96 inches.	yes
2. The maximum overall length shall be 250 inches.	yes - 234"
3. The maximum height above the chassis frame shall be 98" inches.	yes - 96"
4. The inside width of the body shall be 85 inches at the widest point.	yes - 89.2
5. The inside height of the body shall be 84 inches at the highest point.	yes - 78.8"

6. The minimum weight of the body and the tailgate (less special options) shall be 12,600 lbs.	Yes- 12,300 lbs
BODY CONSTRUCTION	
1. The body shall have a smooth floor without a trough. No cylinders, valves or other hydraulic components shall be exposed to refuse packed to the body. Floors with trough or depression are not acceptable.	Yes
2. The body floor, sides and roof shall be designed and constructed to withstand maximum imposed force residential refuse without structural damage or excessive wear.	Yes
3. The body sides shall be fabricated from 10 gauge 80,000 psi yield steel and be of a curved one-piece design.	NO - 10ga. 50,000 PSI
4. The body roof shall be fabricated from 10 gauge 80,000 psi yield steel and be of a curved one-piece design.	Yes- Exceeds 8gauge
5. A 20" x 26" body side door shall be located on the driver's side. The door shall be held shut by a spring-loaded latch.	Yes - Exceeds 34" x 34"
6. The body floor shall be fabricated from a single sheet of 7 gauge hi-tensile steel, with no depression or trough.	10gauge Flat Floor
7. The body longitudinal shall be 8" tall structural channel.	Yes
8. The floor cross members shall be tapered from the long sill outboard to the body side sheet.	Exceeds: 8x9 Boxed Shaped 5" x 4" 10ga. 50,000PSI
9. The floor cross members shall be fabricated from 7 gauge hi-tensile steel.	Single piece full width interlaced through the longmembers on 26" centers to fully support the floor

TAILGATE DIMENSIONS	
1. The minimum hopper opening shall be 80" wide and 56" high to permit unobstructed loading of the tailgate hopper.	Yes - Exceeds 85.5"
2. The top of the loading sill shall be equal height to the top of chassis frame to facilitate easy loading.	Yes - 0.5" Below
3. The overall height above the chassis frame with tailgate raised shall be 167 inches.	yes - 1162"
4. The length of the tailgate shall be 75"	yes
TAILGATE CONSTRUCTION	
1. The lower tailgate sides shall be fabricated from ASTM A-514 steel w/ minimum hardness of 321 BHN.	yes - 10ga. 50,000 PSI
2. The hopper floor and chute shall be fabricated from 1/4" ASTM A-514 steel w/ minimum hardness of 321 BHN.	yes - 1/4", 184,000 PSI AR400 ABrasion resistant Steel Plate
3. The tailgate sides shall be reinforced with hi-tensile steel channels interlaced and fully welded to the side sheets.	yes
4. The hopper and chute floor shall be reinforced with hi-tensile steel channels.	yes
5. The tailgate shall be secured to the body with tailgate lock bars made of ASTM A-514 steel. The tailgate locks shall operate automatically when the tailgate is raised or lowered.	yes
6. The tailgate seal shall extend a minimum 24 inches up the body side.	yes
7. Two grab handles shall be located on each side of the tailgate.	yes

8. The rear steps shall be fabricated from open grip material with a minimum standing surface of 330 square inches per step. The steps shall comply with A.N.S.I. standards. Steps shall be of a bolt-on design.	yes
PACKING MECHANISM	
1. The packing cycle shall be controlled by a two-lever control that allows the operator to start, stop and reverse the direction of any function at any point during the packing cycle.	yes
2. The tailgate control valve shall be located within the tailgate. It shall be a sectional valve.	yes
3. The packing mechanism shall consist of two primary components: the slide and the packer (sweep) blade.	yes- meets intent with Heil 3piece design- inner slide, outer slide and packing blade
A. The packing mechanism shall be mounted on four wear shoe assemblies utilizing UHMW poly wear shoes. The shoes shall be replaceable without removing the slide assembly from the tailgate.	A.- Exceeds- solid cast bronze alloy blade shoes
The packer and slide shall be hinged by two 3" diameter alloy steel pins. These pins shall also support the (2) lower wear shoe assemblies.	yes- mounted to outer slide with (2) 2.25", induction hardened cold drawn steel pins
B. The slide face shall be constructed from 3/16" ASTM A-514 steel w/ minimum hardness of 321 BHN.	yes
C. The packer blade shall be mounted to, and pivot on, the slide. The packer blade shall be fabricated from hi-tensile steel plate, of varying thickness from 10 ga. to 1/2"	yes- Exceeds 3/16" 150,000 PSI
D. The packer shall have replaceable heat treated bushings in the pivots. The face sheet shall be 3/16" ASTM A-514 steel w/ minimum hardness of 321 BHN.	yes

4. The packing mechanism shall be powered by two 4 ½" bore cushioned hydraulic cylinders .

4" Bore with 70,100lb packing force

5. The slide mechanism shall be powered by two 5" Bore cushioned hydraulic cylinders

4.5" Bore

6. The slide and packer cylinders shall have hardened, chrome plated rods. Each cylinder shall have replaceable heat treated bushings.

yes

7. The packing blades shall operate In a minimum 20 second cycle time with a minimum 3 second reload time.

yes- 15-17 seconds 5-6 second reload

8. The compaction cycle shall interrupt above the hopper sill.

yes

9. Material in the hopper shall be compacted between the packing mechanism and the ejector panel. The ejector panel shall hold pressure against the compacted material and will automatically drift forward by a hydraulic load control valve without operator assistance.

yes

10. The packer blade (sweep) assembly shall be protected by a secondary relief valve that is integral to the tailgate-mounted control valve.

yes

EJECTION SYSTEM

1. The load shall be ejected by a double acting, telescopic hydraulic cylinder that shall extend and retract the ejector panel the full length of the body without the use of clamp bars or related hardware.

yes

2. The ejector cylinder shall have replaceable heat treated bushings. The cylinder shall have the following dimensions:

10.5" Bore
4 Stage
110.12" Stroke

Body size	Bore	Stroke	Stages
20 cu. yd.	5.5"	91"	2

3. The ejector panel shall have a 10 gauge hi-tensile steel face sheet that is reinforced by structural steel tubing and formed channels of high tensile steel.	Yes. 11ga.
4. The ejector panel shall be mounted on 8 high-density polyethylene wear shoes that shall be replaceable without removing the ejector panel from the body. Metallic shoes are not acceptable.	Yes. (4) Quick Change UHMW Shoes
5. The ejector panel shall be guided in the body by two guide tracks located on the body sides 4" above the body floor. The tracks shall be 5 3/4" deep, fabricated from hi-tensile steel and fully welded to the body sides.	Track is integral to the body sidewall
6. The ejector cylinder shall be mounted angularly to the body floor and not require a trough or depression in the floor.	Yes
CONTROLS	
1. The ejector and tailgate lift controls shall be mounted at the left front of the body.	Yes
2. Ejector and tailgate controls shall be mounted directly to the valve spool.	Yes
3. A throttle advance switch shall be be located convenient to the ejector and tailgate lift controls.	Yes
4. The tailgate controls shall be located at the right rear of the tailgate. The two-lever design shall have positive control of movement of the packing mechanism at all times. The tailgate controls shall comply with the applicable A.N.S.I. regulations.	Yes
5. An automatic throttle advance device shall be incorporated with the tailgate controls.	Yes

HYDRAULIC SYSTEM

1. The hydraulic pump shall be a fixed displacement rated at no less than 2500 psi working pressure and have sufficient capacity to equal 35-38 GPM flow at a reasonable engine RPM

   Yes- 2750 PSI 18-24 GPM @ 1000 RPM

2. The hydraulic pump shall be a direct mount to a transmission-driven clutch-activated hot shift PTO or driven by the engine crankshaft.

   yes

3. For extended life of all hydraulic components the maximum operating pressure shall not exceed 2500 PSI.

   2750 PSI

4. The hydraulic system shall incorporate an adjustable relief in the body valve.

   yes

5. Hydraulic hoses and tubes shall be secured by clamps as required to prevent damage from abrasion and vibration. Hydraulic hoses and tubes shall use S.A.E. O-ring boss and JIC 37 degree flare ends for zero leaks.

   yes

6. Hydraulic hoses shall comply with the applicable S.A.E. standards for the designed specifications.

   yes

7. Hydraulic hoses are to have a 4:1 burst to working pressure safety factor.

   yes

8. The hydraulic oil reservoir shall have a minimum capacity of 50 gallons. The reservoir shall be equipped with filler, breather cap, sight glass, clean out cover, 100 mesh suction filter, magnetic tank drain plug and gate valve at the suction outlet. The hydraulic reservoir shall not be a structural member of the body or the mount for the ejector cylinder.

   45 gallon

9. A 10 micron Inline Return line filter shall be located on the hydraulic tank and be equipped with a condition indicator.	yes
10. A suction screen filter of 100 mesh (141 micron) shall strain all the oil leaving the tank. Suction filter shall be equipped with a 5 P.S.I. bypass valve.	yes
11. All hydraulic valves shall be sectional in order to allow replacement of defective sections without replacement of the entire valve.	yes
12. All cylinders and valves shall have SAE O-ring boss ports.	yes
13. Hydraulic system shall met an ISO cleanliness standard of 20/18/13	yes
14. Manufacturer shall provide printed ISO hydraulic cleanliness record.	yes
HYDRAULIC CYLINDERS	
1. All cylinders shall have a working pressure rating of 3000 psi.	3750 PSI
2. The packer and slide cylinders shall have hard chrome plated rods.	yes
5. The packer and slide cylinders shall carry a minimum one year warranty.	yes
6. Tailgate cylinders shall have hardened chrome plated cylinder rods, and be equipped with restrictors to limit the speed of raising and lowering of the tailgate.	yes
7. Telescopic cylinders shall have chrome plated cylinder sleeves and plungers.	yes

8. All cylinders are to operate without direct contact with the compacted load.	yes
ELECTRICAL	
1. All electrical wiring shall be color coded and be protected by loom.	yes
2. Electrical harnesses shall be connected with weatherproof automotive-grade electrical connectors.	yes
3. Electrical wires shall be stranded copper type with a SXL covering to remain flexible and resist to deterioration.	yes
4. Electrical wires shall be color coded and numbered for easy identification.	yes
5. Body electrical system shall be protected with its own fuse block.	yes
6. All fuses shall be ATO type.	yes
7. All limit switches shall be water proof to prevent damage from the elements and pressure washing.	yes
8. All lighting shall comply with F.M.V.S.S. #108, with an additional set of two stop, tail and turn lights mounted above the hopper on a light bar.	yes
9. Clearance, backup, stop and directional lights shall be rubber grommet mounted with sealed light housings, lexan lenses, vibration resistant filaments, and unitize sealed quick change connections.	yes
10. A 112 Db backup alarm conforming to current standards must be provided. The alarm must also sound when the tailgate is open.	yes
11. Conspicuity tape shall be applied per ANSI Z245 requirements.	yes

PAINTING	
1. All burrs and rough areas are to be ground smooth and all welds cleaned to remove slag.	yes
2. Prior to application of any coating, all surfaces shall be thoroughly cleaned and conditioned with a phosphate solution.	yes
3. The body shall then be coated with two (2) coats of a self etching epoxy primer.	yes
4. Two finish coats of polyurethane Enamel shall be applied to produce a high gloss finish.	yes
Warranty	
1. One year warranty on the entire unit.	yes
2. Two year warranty on hydraulic cylinders.	yes / 4yr. Total
3. Two year extended warranty on hydraulic cylinders.	yes
4. Bidder shall provide "On-Site" warranty service.	yes
5. Manufacturer will provide complete set of operator/service/parts manuals.	yes
ADDITIONAL REQUIREMENTS	
1. A rear vision camera system shall be provided and include LCD flat screen monitor in cab.	yes
2. An Emergency PTO Stop will be located on the rear of the body.	yes
3. Operators and Parts manuals shall be provided on CD and paper copy.	yes
4. Dual rotary actuated cart tippers shall be center mounted on rear load sill **with control** handles curbside and street side mounted.	yes
5. Dual Strobes front and rear.	yes
6. Smart light system.	yes
7. LED strobes mounted in grill of chassis.	yes
8. A 15,000 lb. Reeving Mechanism with all applicable Hardware must be mounted that is capable of dumping rearload containers up to 8	yes

cubic yards.	
TRUCK CHASSIS REQUIREMENTS	
1.0 **ENGINE:**	300HP, 800lb/Ft torque @ 1300 RPM
1.1 330 H.P. INLINE 6 CYLINDER TURBO DIESEL W/ 1000LB/FT TORQUE. **MINIMUM ENGINE WARRANTY – 24 MONTHS/150,000 MILES**	yes
1.2 160 AMP ALTERNATOR	(2) Batteries 1850 Total CCA
1.3 (3) 12VOLT 2280 CCA BATTERIES	yes
1.4 18.7 CFM COMPRESSOR	yes
1.5 115 VOLT BLOCK HEATER	yes
1.6 ENGINE BRAKE W VARIABLE GEOMETRY TURBO	yes
1.7 GATES BLUE STRIPE COOLANT HOSES	yes
1.8 RH OUTBOARD FRAME MOUNTED HORIZONTAL AFTER-TREATMENT DEVICE W RH CAB MOUNTED VERTICAL TAILPIPE.	60 gallon
1.9 23 GALLON DEF TANK	yes
1.10 1100 SQUARE INCH RADIATOR	NO pre-cleaner
1.11 SIDE OF HOOD AIR INTAKE AND DONALDSON AIR CLEANER, WITH PRE-CLEANER	
2.0 TRANSMISSION	3500 RDS
2.1 ALLISON 3000 RDS W/ PTO PROVISION AND PUSH BUTTON SHIFT CONTROL ON DASH. WITH 6-SPEED OVERDRIVE OPTION.	yes
2.2 INTERFACE WIRING AND BODY BUILDER CONNECTOR BACK OF CAB.	Firewall mounted
2.3 ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR BACK OF CAB	yes
2.4 WATER TO OIL TRANSMISSION COOLER	yes
2.5 SYNTHETIC TRANSMISSION FLUID	
3.0 FRONT AXLE	12,000lb. Front axle 12,000lb. Front susp. Sufficient for Heil PT1000
3.1 14,700LB FRONT AXLE	
3.2 14,600LB TAPER LEAF SUSPENSION W/ SHOCK ABSORBERS	
3.3 16.5" x 5" Q+ BRAKE SHOES W/ AUTO SLACK ADJUSTERS AND DUST SHIELDS	yes
4.0 REAR AXLE	

4.1 30,000LB REAR AXLE, W/ SYNTHETIC LUBE	rear 23,000lb. ~~front~~ axle - sufficient for Heil PT1000
4.2 30,000LB VARIABLE RATE MULTI-LEAF SUSPENSION W/ HELPER AND RADIUS ROD	yes
4.3 17T MAIN DRIVELINE OR EQUIVALENT	yes
4.4 AXLE RATIO TO BE 6.14 AND ACHIEVE ROAD SPEED OF 68 MPH.	yes
4.4 16.5" X 7" P CAM BRAKES W/CAST SHOES W/ AUTO SLACK ADJUSTERS AND DUST SHIELDS	yes
5.0 BRAKE SYSTEM	
5.1 ANTI-LOCK AIR BRAKES	yes
5.2 BENDIX AD-9 AIR DRYER WITH HEATER AND PULL CABLES ON ALL RESERVOIRS.	yes
6.0 FRAME AND WHEELBASE	
6.1 210" WHEELBASE OR EQUIVALENT FOR BODY SPECIFIED	yes
6.2 FRONT TOW HOOKS	yes
6.3 11/32" X 3-1/2" X 10-15/16" STEEL FRAME OR EQUIVALENT WITH 80KSI	Exceeds- 120,000 PSI
7.0 FUEL TANKS & EQUIPMENT	
7.1 80 GALLON LH ALUMINUM FUEL TANK	yes
7.2 FUEL WATER SEPARATOR WITH INDICATOR LIGHT	without indicator light
8.0 CAB	
8.1 HEAVY DUTY NON-AUTOMOTIVE CAB AND HOOD WITH 60 MONTH / 150,000 MILE WARRANTY.	yes
8.2 AIR CAB MOUNTS	yes
8.3 2-1/2 " FENDER EXTENSION	yes
8.4 BUG SCREEN, LH/RH GRAB HANDLES,	yes
8.3 DUAL STAINLESS STEEL WEST COAST MIRRORS W/ 8" SPOT MIRRORS	Bright finish Not Heated
8.4 DUAL ROUND AIR HORNS	yes
8.5 HEATER, DEFROSTER, AIR CONDITIONER	yes
8.6 HIGH BACK AIR RIDE DRIVER SEAT W/ 2-MAN PASSENGER SEAT W/ TOOLBOX UNDERNEATH	yes
8.7 VINYL SEAT COVERS FOR DRIVER AND PASSENGER	Mordura cloth seat covers
8.8 CRUISE CONTROL, TACHOMETER, BACKUP	yes

ALARM, OIL PRESSURE GAUGE	yes
8.9 AM/FM/WB RADIO	yes
8.10 SOLID STATE CIRCUIT PROTECTION & FUSES	yes
8.11 2 ½LB FIRE EXTINGUISHER AND TRIANGULAR REFLECTORS	yes
8.12 TWO CUP HOLDERS IN DASH	yes
8.13 ELECTRIC WINDSHIELD WIPERS WITH DELAY	yes
9.0 TIRES AND WHEELS	
9.1 FRONT TIRES: 315R/80R22.5 G291 18 PLY WITH HIGHWAY TREAD – 10 HUB 8 ¼ INCH WIDTH PILOT DISC WHEELS	11R22.5 14Ply
9.2 REAR TIRES: 315R/80R22.5 G291 18 PLY WITH HIGHWAY TREAD –8 ¼ INCH WIDTH10 HUB PILOT DISC WHEELS	11R22.5 14Ply
GENERAL CHASSIS REQUIREMENTS	
* MUST PROVIDE PARTS/WARRANTY/SERVICE WITHIN 20 MILE RADIUS.	yes- Empire Truck Hattiesburg
* MUST PROVIDE PARTS AND SERVICE MANUALS WITH UNIT.	yes
* MUST PROVIDE STATE AND DOT INSPECTION.	yes
* MUST PROVIDE ON-SITE DRIVER TRAINING AT TIME OF DELIVERY.	yes
* MUST PROVIDE TOWING/ROADSIDE SERVICE WARRANTY FOR 4YEARS.	yes
* SELLING DEALER MUST PROVIDE DIESEL EPA10 SUPPORT FOR BOTH ENGINE AND EXHAUST SYSTEMS.	yes
* INDICATE NUMBER OF DAY'S PRODUCT SHALL BE DELIVERED AFTER ISSUE DATE OF P.O.	Approximately 45-60 Days * Chassis subject to Prior Sale
*MUST INCLUDE EXTENDED WARRANTIES AS LISTED BELOW:	yes

Ingram Equipment Company, LLC

11 Monroe Drive
P.O. Box 1907
Pelham, AL 35124
(Voice) 205-663-3946 (Fax) 205-663-4816

Equipment Sales, Service & Rental

May 8, 2014

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403

RE: Buy Back Offer – (2) 20yd^3 Rear Loaders

Dear Gentlemen:

Ingram Equipment Company, LLC ("Ingram") hereby offers to purchase the rear loading refuse collection trucks as identified in our attached bid response according to the following schedule:

Term	End of Term Purchase Guarantee
36 Months	$82,266.80 Each
48 Months	$65,813.44 Each

Notwithstanding the foregoing, Ingram's offer to purchase the Equipment is contingent upon the return of the Equipment by the City of Hattiesburg, at the conclusion of the term, in full and complete satisfaction of and compliance with all of the "Equipment Buy-Back Terms, Conditions and Limitations" which are attached to this letter.

If you are willing to accept the terms of this offer to purchase, please sign the enclosed counterpart of this letter at the place shown below.

Thank you very much.

Sincerely,
Ingram Equipment Company, LLC

By: Jeff Martin
General

The City of Hattiesburg hereby accepts the offer set forth above.

DATED THIS _____ DAY OF _____, 2014.

City of Hattiesburg

By: _____
Its _____

Trade-In Equipment
Terms, Conditions & Limitations

At the time a vehicle is turned in, it must be capable of passing any applicable state and federal safety and emissions inspection. It must also meet or exceed the following Terms and Conditions. These requirements have been carefully defined to establish the operating condition of a used truck, as agreed to by both the seller and the buyer.

General

1. The purchaser reserves the right to inspect the vehicle prior to the trade-in date.
2. All standard and optional equipment, on or in truck chassis, must be in good working order, must be roadworthy, and must be on the truck as delivered.
3. Truck must pass DOT inspection and be able to go in service without any repairs.
4. Any unit that has been wrecked and sustained damages greater than 15% of the original contract price must be disclosed. **The purchaser reserves the right to reject any and all units that have not been repaired in accordance with acceptable standards or workmanship.**
5. Units (including bodies) must be maintained in accordance to the original manufacturer's published maintenance requirements. At the sole discretion of Ingram Equipment Co., LLC., proof of maintenance may be required before unit turn-in.
6. Vehicles must have a minimum of twenty (20) gallons of fuel at turn-in time.

Documents

1. A current Federal Annual and State (if applicable) inspection sticker valid for at least 120 days after the date of return must be on vehicle at time of delivery.
2. Payment for the truck will not be made until Ingram Equipment Company, LLC receives clear title/ownership. Truck must be free and clear of all liens and encumbrances.

Engine

1. Engine must be the original engine produced in the truck. If the engine has been replaced, owner must identify it as such and valuation may be altered based on engine age, mileage and other factors.
2. Engine must operate at a minimum of 80% of the original manufacturer's rated horsepower after allowing for driveline losses and as verified by a chassis dynamometer test.
3. Engine must be mechanically sound and within the manufacturer's specifications relating to oil pressure, coolant temperature and pressure and fuel pressure. Engine must have no leaks and be free from contamination. Crankcase blow-by must be within specification. Engine password must be cleared.
4. Engine air compressor must meet the manufacturer's performance specifications and must not exceed the manufacturer's maximum tolerances for oil blow-by (oil blown into the air system).
5. Batteries, starter, alternator and other ignition system components must be in sound condition. Batteries must be original CCA rating, capable of holding a charge and start the truck unassisted.
6. Air conditioning compressor must be operational and system must be free from defects and operate as intended.

Drivetrain

1. Clutch, Transmission, front and rear axles must be roadworthy and free from defects with no visible bends, cracks or leaks.
2. The clutch must be in adjustment or must be replaced if it cannot be adjusted to within acceptable tolerances.
3. Allison automatic transmission must shift smoothly and operate as originally intended.

Trade-In Equipment
Terms, Conditions & Limitations

Brakes

1. Brake linings must have at least 50% remaining wear. Brake drums must be free from breaks or cracks and cannot be worn in excess.

Tires

1. Steer: Matched original equipment tread type tires. Minimum 9/32" tread depth measured at the lowest point. Recaps are not acceptable.
2. Drive: Matched original equipment tread type tires. Minimum 12/32" tread depth measured at the lowest point. Recaps are acceptable – must be first time recapped casings
3. All tires must be free from cuts, bulges, gouges and have no irregular tread wear pattern, such as dishing, cupping, edging, feathering, etc.

Cab / Bodies and Equipment

1. Paint and/or body damage must not exceed $500.00 total per unit, including, but not limited to, the sheet metal, bumper, grill, fuel tanks, fairings, dents, rust damage, etc, etc.
2. All decals, permits, unit numbers and any other customer installed identification must be removed and done so in a manner as to not damage the original paint. Any damage resulting from de-identifying the truck must be repaired.
3. Upholstery must be free from tears or open seams. Tears, open seams, holes and punctures must be repaired.
4. All glass shall be free from cracks, chips and scratches.
5. Dash panel and interior trim pieces must not be missing and must be free from holes, cracks and/or breaks.
6. All instruments, gauges, warning lights, radio, switches and knobs must be free from defect and operate as originally intended.
7. Bodies such as dump, refuse, flatbed, etc must be free from defects and perform as originally designed for by the manufacturer.
8. There shall be no leaks of the hydraulic system.
9. Any repairs performed on body, including its hydraulic system, must be made with original equipment parts.

2696 Sellers Drive
Meridian, MS 39301
P 601.693.3333 F 601.485.7978 T 800.737.5237
tristatetruck.com

TRI STATE TRUCK CENTER

Y10

May 7, 2014

Tri State Truck Center

Meridian, MS

Memphis, TN

Jackson, TN

Little Rock, AR

Jonesboro, AR

Tupelo, MS

Jackson, MS

Tri State Truck Center submits bids as requested for the following units:

Two (2) new Single Axle truck with 20 yard dump body with Reeving Cylinder

2015 Mack GU432 mounted with Pac-Mac RLX-20H and Reeving system- $144,019.62

Residual amount of $86,400 after terms of 24 months

Residual amount of $63,350 after terms of 36 months

Residual amount of $46,000 after terms of 48 months

1 truck will be available within 30 days of receipt of purchase order and the other within 90 days of receipt of purchase order.

Tri State Truck Center would like to thank you for your opportunity to bid with the City of Hattiesburg.

Thanks,

Justin Williams

HOL-MAC CORPORATION
WARRANTY POLICY

Hol-Mac Corp. (Pac-Mac ®) warrants each Hol-Mac product it manufactures and each new part and component sold by Hol-Mac to be free of defects in material and workmanship, provided the parts and components are operated and maintained in accordance with Hol-Mac published operating and maintenance instructions applicable thereto. This warranty is subject to the terms and conditions stated below.

Warrantor: This warranty is granted by Hol-Mac Corporation, P.O. Box 349, Bay Springs, Mississippi 39422. All warranty work must be accomplished by Hol-Mac at its factory in Bay Springs, Mississippi, or by such other facility specifically authorized by Hol-Mac. All warranty work performed by a facility other than Hol-Mac must be approved by Hol-Mac in writing prior to commencement of said work.

Duration of Warranty: The time periods applicable to the warranty of the specified component parts of the Hol-Mac products are as follows:

Major Structural Component Parts – 1 year
Non-Hydraulic Replacement Parts – 1 year
Hydraulic Cylinders---3 year

Exclusion and Disclaimers: This warranty does not extend to normal maintenance services such as cleaning, greasing, mechanical adjustments and maintenance inspections or to any defect due to the negligence of others, failure to operate or maintain the product in accordance with the published operating and maintenance instructions furnished by Hol-Mac, unreasonable use, accidents, alterations or wear and tear. Hol-Mac also reserves the right to make changes in the design or material of its products without incurring obligation to incorporate such changes in any product previously manufactured.

Procedure for Obtaining Performance Under this Warranty: In order to qualify under this warranty, the owner must notify Hol-Mac within (45) days of discovery of the defect and promptly deliver the entire product or defective part to Hol-Mac at its factory in Bay Springs, MS, or if requested by Hol-Mac to such other authorized facility designated by Hol-Mac. Upon receipt of such product, part or component, if it is found not to be defective in material or workmanship, Hol-Mac shall notify the owner of such fact and request instructions for the return of such product, part or component to the owner. All costs of transporting Hol-Mac products to and from the Hol-Mac factory, or such other authorized facility designated by Hol-Mac, shall be paid by the owner.

[NO OTHER WARRANTY, WHETHER OF FITNESS OR OTHERWISE, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, IS GIVEN BY HOL-MAC WITH RESPECT TO ANY NEW PRODUCT, PART OR COMPONENT, OR WITH RESPECT TO ANY WORK AND NO OTHER OR FURTHER OBLIGATION OR LIABILITY SHALL BE INCURRED BY HOL-MAC BY REASON OF THE MANUFACTURE, SALE, OR LEASE OF ANY PRODUCT, PART, OR COMPONENT OR OF ITS USE, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OF MANUFACTURE OR OTHERWISE.]

SPECIFICATION
Truck-mounted, 20 cubic yard rear loader body.

The unit will be used in collection and loading of residential or commercial refuse. This specification describes a hydraulically actuated packer body of the rear loading type with the following minimum specifications necessary to perform the work assigned.

UNIT WILL BE MANUFACTURED IN AN ISO 9001:2000 CERTIFIED FACILITY.

The body shall conform to the latest ANSI Z245 specification as well as the Federal Motor Vehicle Safety Standard FMVSS-108 at the time of manufacture. All proposals include delivery, training of operators and service personnel.

CAPACITY

1. The minimum capacity of the body shall be 20 cubic yards exclusive of the hopper.

2. The minimum capacity of the hopper shall be 3.61 cubic yards without the use of a hopper loading sill extension.

3. The body shall be designed to allow high density compaction of up to 1000 lbs. per cubic yard of household refuse.

4. The unit shall be manufactured in an ISO 9001:2000 certified facility.

BODY DIMENSIONS

1. The maximum overall width shall be 96 inches.

2. The maximum overall length shall be 250 inches.

3. The maximum height above the chassis frame shall be 98" inches.

4. The inside width of the body shall be 85 inches at the widest point.

5. The inside height of the body shall be 84 inches at the highest point.

6. The minimum weight of the body and the tailgate (less special options) shall be 12,600 lbs.

BODY CONSTRUCTION

1. The body has a smooth floor without a trough. No cylinders, valves or other hydraulic components are exposed to refuse packed into the body.

2. The body floor, sides and roof are designed and constructed to withstand maximum imposed force of residential refuse without structural damage or excessive wear.

3. The body sides shall be fabricated from 10 gauge 80,000 psi yield steel and be of a curved one-piece design.

4. The body roof shall be fabricated from 10 gauge 80,000 psi yield steel and be of a curved one-piece design.

5. A 20" x 26" body side door shall be located on the driver's side. The door shall be held shut by a spring-loaded latch.

6. The body floor shall be fabricated from a single sheet of 7 gauge hi-tensile steel, with no depression or trough.

7. The body longitudinal shall be 8"tall structural channel.

8. The floor cross members shall be tapered from the long sill outboard to the body side sheet.

9. The floor cross members shall be fabricated from 7 gauge hi-tensile steel.

TAILGATE DIMENSIONS

1. The minimum hopper opening shall be 80" wide and 56" high to permit unobstructed loading of the tailgate hopper.

2. The top of the loading sill shall be equal height to the top of chassis frame to facilitate easy loading.

3. The overall height above the chassis frame with tailgate raised. shall be 167 inches.

4. The length of the tailgate shall be 75".

TAILGATE CONSTRUCTION

1. The lower tailgate sides shall be fabricated from ASTM A-514 steel w/ minimum hardness of 321 BHN.

2. The hopper floor and chute shall be fabricated from 1/4" ASTM A-514 steel w/ minimum hardness of 321 BHN.

3. The tailgate sides shall be reinforced with hi-tensile steel channels interlaced and fully welded to the side sheets.

4. The hopper and chute floor shall be reinforced with hi-tensile steel channels.

5. The tailgate shall be secured to the body with tailgate lock bars made of

ASTM A-514 steel. The tailgate locks shall operate automatically when the tailgate is raised or lowered.

6. The tailgate seal shall extend a minimum 24 inches up the body side.

7. Two grab handles shall be located on each side of the tailgate.

8. The rear steps shall be fabricated from open grip material with a minimum standing surface of 330 square inches per step. The steps shall comply with A.N.S.I. standards. Steps shall be of a bolt-on design.

PACKING MECHANISM

1. The packing cycle shall be controlled by a two-lever control that allows the operator to start, stop and reverse the direction of any function at any point during the packing cycle.

2. The tailgate control valve shall be located within the tailgate. It shall be a sectional valve.

3. The packing mechanism shall consist of two primary components: the slide and the packer (sweep) blade.

   A. The packing mechanism shall be mounted on four wear shoe assemblies utilizing UHMW poly wear shoes. The shoes shall be replaceable without removing the slide assembly from the tailgate.

   The packer and slide shall be hinged by two 3" diameter. alloy steel pins. These pins shall also support the (2) lower wear shoe assemblies.

B. The slide face shall be constructed from 3/16" ASTM A-514 steel w/ minimum hardness of 321 BHN.

C. The packer blade shall be mounted to, and pivot on, the slide. The packer blade shall be fabricated from hi-tensile steel plate, of varying thickness from 10 ga. to 1/2" .

D. The packer shall have replaceable heat treated bushings in the pivots.

The face sheet shall be 3/16" ASTM A-514 steel w/ minimum hardness of 321 BHN.

4. The packing mechanism shall be powered by two 4 ½" bore cushioned hydraulic cylinders.

5. The slide mechanism shall be powered by two 5" Bore cushioned hydraulic cylinders

6. The slide and packer cylinders shall have hardened, chrome plated rods. Each cylinder shall have replaceable heat treated bushings.

7. The packing blades shall operate in a minimum 20 second cycle time with a minimum 3 second reload time.

8. The compaction cycle shall interrupt above the hopper sill.

9. Material in the hopper shall be compacted between the packing mechanism and the ejector panel. The ejector panel shall hold pressure against the compacted material and will automatically drift forward by a hydraulic load control valve without operator assistance.

10. The packer blade (sweep) assembly shall be protected by a secondary relief valve that is integral to the tailgate- mounted control valve.

EJECTION SYSTEM

1. The load shall be ejected by a double acting, telescopic hydraulic cylinder that shall extend and retract the ejector panel the full length of the body without the use of clamp bars or related hardware.

2. The ejector cylinder shall have replaceable heat treated bushings. The cylinder shall have the following dimensions:

Body size	Bore	Stroke	Stages
20 cu. yd.	5.5"	91"	2

3. The ejector panel shall have a10 gauge hi-tensile steel face sheet that is reinforced by structural steel tubing and formed channels of high tensile steel.

4. The ejector panel shall be mounted on 8 high-density polyethylene wear shoes that shall be replaceable without removing the ejector panel from the body.

5. The ejector panel shall be guided in the body by two guide tracks located on the body sides 4" above the body floor. The tracks shall be 5 3/4" deep, fabricated from hi-tensile steel and fully welded to the body sides.

6. The ejector cylinder shall be mounted angularly to the body floor and does not require a trough or depression in the floor.

CONTROLS

1. The ejector and tailgate lift controls shall be mounted at the left front of the body.

2. Ejector and tailgate controls shall be mounted directly to the valve spool.

3. A throttle advance switch shall be located convenient to the ejector and tailgate lift controls.

4. The tailgate controls shall be located at the right rear of the tailgate. The two-lever design shall have positive control of movement of the packing mechanism at all times. The tailgate controls shall comply with the applicable A.N.S.I. regulations.

5. An automatic throttle advance device shall be incorporated with the tailgate controls.

HYDRAULIC SYSTEM

1. The hydraulic pump shall be a fixed displacement rated at no less than 2500 psi working pressure and have sufficient capacity to equal 35-38 GPM flow at a reasonable engine RPM .

2. The hydraulic pump shall be a direct mount to a transmission-driven clutch-activated hot shift PTO or driven by the engine crankshaft.

3. For extended life of all hydraulic components the maximum operating pressure shall not exceed 2500 PSI.

4. The hydraulic system shall incorporate an adjustable relief in the body valve.

5. Hydraulic hoses and tubes shall be secured by clamps as required to prevent damage from abrasion and vibration. Hydraulic hoses and tubes shall use S.A.E. O-ring boss and JIC 37 degree flare ends for zero leaks.

6. Hydraulic hoses shall comply with the applicable S.A.E. standards for the designed specifications.

7. Hydraulic hoses are to have a 4:1burst to working pressure safety factor.

8. The hydraulic oil reservoir shall have a minimum capacity of 50 gallons. The reservoir shall be equipped with filler, breather cap, sight glass, clean out cover, 100 mesh suction filter, magnetic tank drain plug and gate valve at the suction outlet. The hydraulic reservoir is not a structural member of the body or the mount for the ejector cylinder.

9. A 10 micron Inline Return line filter shall be located on the hydraulic tank and be equipped with a condition indicator.

10. A suction screen filter of 100 mesh (141 micron) shall strain all the oil leaving the tank. Suction filter shall be equipped with a 5 P.S.I. bypass valve.

11. All hydraulic valves shall be sectional in order to allow replacement of defective sections without replacement of the entire valve.

12. All cylinders and valves shall have SAE O-ring boss ports.

13. Hydraulic system shall met an ISO cleanliness standard of 20/18/13

14. Manufacturer shall provide printed ISO hydraulic cleanliness record.

HYDRAULIC CYLINDERS

1. All cylinders shall have a working pressure rating of 3000 psi.

2. The packer and slide cylinders shall have hard chrome plated rods.

3. The packer and slide cylinders shall carry a minimum one year warranty.

4. Tailgate cylinders shall have hardened chrome plated cylinder rods, and be equipped with restrictors to limit the speed of raising and lowering of the tailgate.

5. Telescopic cylinders shall have chrome plated cylinder sleeves and plungers.

6. All cylinders are to operate without direct contact with the compacted load.

ELECTRICAL

1. All electrical wiring shall be color coded and be protected by loom.

2. Electrical harnesses shall be connected with weatherproof automotive-grade electrical connectors.

3. Electrical wires shall be stranded copper type with a SXL covering to remain flexible and resist to deterioration.

4. Electrical wires shall be color coded and numbered for easy identification.

5. Body electrical system shall be protected with its own fuse block.

6. All fuses shall be ATO type.

7. All limit switches shall be water proof to prevent damage from the elements and pressure washing.

8. All lighting shall comply with F.M.V.S.S. #108, with an additional set of two stop, tail and turn lights mounted above the hopper on a light bar.

9. Clearance, backup, stop and directional lights shall be rubber grommet mounted with sealed light housings, lexan lenses, vibration resistant filaments, and unitize sealed quick change connections.

10. A 112 Db backup alarm conforming to current standards must be provided. The alarm must also sound when the tailgate is open.

11. Conspicuity tape shall be applied per ANSI Z245 requirements.

PAINTING

1. All burrs and rough areas are to be ground smooth and all welds cleaned to remove slag.

2. Prior to application of any coating, all surfaces shall be thoroughly cleaned and conditioned with a phosphate solution.

3. The body shall then be coated with two (2) coats of a self etching epoxy primer.

4. Two finish coats of polyurethane enamel shall be applied to produce a high finish.

ADDITIONAL REQUIREMENTS

1. 15,000 lb. Reeving Mechanism with all applicable Hardware must be mounted that is capable of dumping rearload containers up to 8 cubic yards.

2. A rear vision camera system shall be provided and include LCD flat screen monitor in cab.

3. An Emergency PTO Stop will be located on the rear of the body.

4. Operators and Parts manuals shall be provided on CD and paper copy.

5. A rotary actuated cart tipper shall be center mounted on rear load sill with control handles curbside mounted.

Warranty

1. One year warranty on the entire unit. Additional warranties available.

2. "On-Site" warranty service.

Revised 4/10/12

HATTIESBURG, MS

SPECIFICATION

Truck-mounted, 20 cubic yard rear loader body.

The unit will be used in collection and loading of residential or commercial refuse. This specification describes a hydraulically actuated packer body of the rear loading type with the following minimum specifications necessary to perform the work assigned.

UNIT WILL BE MANUFACTURED IN AN ISO 9001:2000 CERTIFIED FACILITY.

The body shall conform to the latest ANSI Z245 specification as well as the Federal Motor Vehicle Safety Standard FMVSS-108 at the time of manufacture. All proposals include delivery, training of operators and service personnel.

	Yes/No Offered
1. The minimum capacity of the body shall be 20 cubic yards exclusive of the hopper.	YES
2. The minimum capacity of the hopper shall be 3.61 cubic yards without the use of a hopper loading sill extension.	YES
3. The body shall be designed to allow high density compaction of up to 1000 lbs. per cubic yard of household refuse.	YES
4. The unit shall be manufactured in an ISO 9001:2000 certified facility.	YES
BODY DIMENSIONS	
1. The maximum overall width shall be 96 inches.	YES
2. The maximum overall length shall be 250 inches.	YES
3. The maximum height above the chassis frame shall be 98" inches.	YES
4. The inside width of the body shall be 85 inches at the widest point.	YES
5. The inside height of the body shall be 84 inches at the highest point.	YES

6. The minimum weight of the body and the tailgate (less special options) shall be 12,600 lbs.	YES
BODY CONSTRUCTION	
1. The body shall have a smooth floor without a trough. No cylinders, valves or other hydraulic components shall be exposed to refuse packed to the body. Floors with trough or depression are not acceptable.	YES
2. The body floor, sides and roof shall be designed and constructed to withstand maximum imposed force residential refuse without structural damage or excessive wear.	YES
3. The body sides shall be fabricated from 10 gauge 80,000 psi yield steel and be of a curved one-piece design.	YES
4. The body roof shall be fabricated from 10 gauge 80,000 psi yield steel and be of a curved one-piece design.	YES
5. A 20" x 26" body side door shall be located on the driver's side. The door shall be held shut by a spring-loaded latch.	YES
6. The body floor shall be fabricated from a single sheet of 7 gauge hi-tensile steel, with no depression or trough.	YES
7. The body longitudinal shall be 8" tall structural channel.	YES
8. The floor cross members shall be tapered from the long sill outboard to the body side sheet.	YES
9. The floor cross members shall be fabricated from 7 gauge hi-tensile steel.	YES

TAILGATE DIMENSIONS	
1. The minimum hopper opening shall be 80" wide and 56" high to permit unobstructed loading of the tailgate hopper.	YES
2. The top of the loading sill shall be equal height to the top of chassis frame to facilitate easy loading.	YES
3. The overall height above the chassis frame with tailgate raised shall be 167 inches.	YES
4. The length of the tailgate shall be 75"	YES
TAILGATE CONSTRUCTION	
1. The lower tailgate sides shall be fabricated from ASTM A-514 steel w/ minimum hardness of 321 BHN.	YES
2. The hopper floor and chute shall be fabricated from 1/4" ASTM A-514 steel w/ minimum hardness of 321 BHN.	YES
3. The tailgate sides shall be reinforced with hi-tensile steel channels interlaced and fully welded to the side sheets.	YES
4. The hopper and chute floor shall be reinforced with hi-tensile steel channels.	YES
5. The tailgate shall be secured to the body with tailgate lock bars made of ASTM A-514 steel. The tailgate locks shall operate automatically when the tailgate is raised or lowered.	YES
6. The tailgate seal shall extend a minimum 24 inches up the body side.	YES
7. Two grab handles shall be located on each side of the tailgate.	YES

8. The rear steps shall be fabricated from open grip material with a minimum standing surface of 330 square inches per step. The steps shall comply with A.N.S.I. standards. Steps shall be of a bolt-on design.	YES
PACKING MECHANISM	
1. The packing cycle shall be controlled by a two-lever control that allows the operator to start, stop and reverse the direction of any function at any point during the packing cycle.	YES
2. The tailgate control valve shall be located within the tailgate. It shall be a sectional valve.	YES
3. The packing mechanism shall consist of two primary components: the slide and the packer (sweep) blade.	YES
A. The packing mechanism shall be mounted on four wear shoe assemblies utilizing UHMW poly wear shoes. The shoes shall be replaceable without removing the slide assembly from the tailgate.	YES
The packer and slide shall be hinged by two 3" diameter alloy steel pins. These pins shall also support the (2) lower wear shoe assemblies.	YES
B. The slide face shall be constructed from 3/16" ASTM A-514 steel w/ minimum hardness of 321 BHN.	YES
C. The packer blade shall be mounted to, and pivot on, the slide. The packer blade shall be fabricated from hi-tensile steel plate, of varying thickness from 10 ga. to 1/2"	YES
D. The packer shall have replaceable heat treated bushings in the pivots. The face sheet shall be 3/16" ASTM A-514 steel w/ minimum hardness of 321 BHN.	YES

4. The packing mechanism shall be powered by two 4 ½" bore cushioned hydraulic cylinders .	YES
5. The slide mechanism shall be powered by two 5" Bore cushioned hydraulic cylinders	YES
6. The slide and packer cylinders shall have hardened, chrome plated rods. Each cylinder shall have replaceable heat treated bushings.	YES
7. The packing blades shall operate in a minimum 20 second cycle time with a minimum 3 second reload time.	YES
8. The compaction cycle shall interrupt above the hopper sill.	YES
9. Material in the hopper shall be compacted between the packing mechanism and the ejector panel. The ejector panel shall hold pressure against the compacted material and will automatically drift forward by a hydraulic load control valve without operator assistance.	YES
10. The packer blade (sweep) assembly shall be protected by a secondary relief valve that is integral to the tailgate-mounted control valve.	YES
EJECTION SYSTEM	
1. The load shall be ejected by a double acting, telescopic hydraulic cylinder that shall extend and retract the ejector panel the full length of the body without the use of clamp bars or related hardware.	YES
2. The ejector cylinder shall have replaceable heat treated bushings. The cylinder shall have the following dimensions:	YES
Body size Bore Stroke Stages 20 cu. yd. 5.5" 91" 2	YES

3. The ejector panel shall have a 10 gauge hi-tensile steel face sheet that is reinforced by structural steel tubing and formed channels of high tensile steel.	YES
4. The ejector panel shall be mounted on 8 high-density polyethylene wear shoes that shall be replaceable without removing the ejector panel from the body. Metallic shoes are not acceptable.	YES
5. The ejector panel shall be guided in the body by two guide tracks located on the body sides 4" above the body floor. The tracks shall be 5 3/4" deep, fabricated from hi-tensile steel and fully welded to the body sides.	YES
6. The ejector cylinder shall be mounted angularly to the body floor and not require a trough or depression in the floor.	YES
CONTROLS	
1. The ejector and tailgate lift controls shall be mounted at the left front of the body.	YES
2. Ejector and tailgate controls shall be mounted directly to the valve spool.	YES
3. A throttle advance switch shall be be located convenient to the ejector and tailgate lift controls.	YES
4. The tailgate controls shall be located at the right rear of the tailgate. The two-lever design shall have positive control of movement of the packing mechanism at all times. The tailgate controls shall comply with the applicable A.N.S.I. regulations.	YES
5. An automatic throttle advance device shall be incorporated with the tailgate controls.	YES

HYDRAULIC SYSTEM	
1. The hydraulic pump shall be a fixed displacement rated at no less than 2500 psi working pressure and have sufficient capacity to equal 35-38 GPM flow at a reasonable engine RPM	YES
2. The hydraulic pump shall be a direct mount to a transmission-driven clutch-activated hot shift PTO or driven by the engine crankshaft.	YES
3. For extended life of all hydraulic components the maximum operating pressure shall not exceed 2500 PSI.	YES
4. The hydraulic system shall incorporate an adjustable relief in the body valve.	YES
5. Hydraulic hoses and tubes shall be secured by clamps as required to prevent damage from abrasion and vibration. Hydraulic hoses and tubes shall use S.A.E. O-ring boss and JIC 37 degree flare ends for zero leaks.	YES
6. Hydraulic hoses shall comply with the applicable S.A.E. standards for the designed specifications.	YES
7. Hydraulic hoses are to have a 4:1 burst to working pressure safety factor.	YES
8. The hydraulic oil reservoir shall have a minimum capacity of 50 gallons. The reservoir shall be equipped with filler, breather cap, sight glass, clean out cover, 100 mesh suction filter, magnetic tank drain plug and gate valve at the suction outlet. The hydraulic reservoir shall not be a structural member of the body or the mount for the ejector cylinder.	YES

9. A 10 micron Inline Return line filter shall be located on the hydraulic tank and be equipped with a condition indicator.	YES
10. A suction screen filter of 100 mesh (141 micron) shall strain all the oil leaving the tank. Suction filter shall be equipped with a 5 P.S.I. bypass valve.	YES
11. All hydraulic valves shall be sectional in order to allow replacement of defective sections without replacement of the entire valve.	YES
12. All cylinders and valves shall have SAE O-ring boss ports.	YES
13. Hydraulic system shall met an ISO cleanliness standard of 20/18/13	YES
14. Manufacturer shall provide printed ISO hydraulic cleanliness record.	YES
HYDRAULIC CYLINDERS	
1. All cylinders shall have a working pressure rating of 3000 psi.	YES
2. The packer and slide cylinders shall have hard chrome plated rods.	YES
5. The packer and slide cylinders shall carry a minimum one year warranty.	YES
6. Tailgate cylinders shall have hardened chrome plated cylinder rods, and be equipped with restrictors to limit the speed of raising and lowering of the tailgate.	YES
7. Telescopic cylinders shall have chrome plated cylinder sleeves and plungers.	YES

8. All cylinders are to operate without direct contact with the compacted load.	YES
ELECTRICAL	
1. All electrical wiring shall be color coded and be protected by loom.	YES
2. Electrical harnesses shall be connected with weatherproof automotive-grade electrical connectors.	YES
3. Electrical wires shall be stranded copper type with a SXL covering to remain flexible and resist to deterioration.	YES
4. Electrical wires shall be color coded and numbered for easy identification.	YES
5. Body electrical system shall be protected with its own fuse block.	YES
6. All fuses shall be ATO type.	YES
7. All limit switches shall be water proof to prevent damage from the elements and pressure washing.	YES
8. All lighting shall comply with F.M.V.S.S. #108, with an additional set of two stop, tail and turn lights mounted above the hopper on a light bar.	YES
9. Clearance, backup, stop and directional lights shall be rubber grommet mounted with sealed light housings, lexan lenses, vibration resistant filaments, and unitize sealed quick change connections.	YES
10. A 112 Db backup alarm conforming to current standards must be provided. The alarm must also sound when the tailgate is open.	YES
11. Conspicuity tape shall be applied per ANSI Z245 requirements.	YES

PAINTING	
1. All burrs and rough areas are to be ground smooth and all welds cleaned to remove slag.	YES
2. Prior to application of any coating, all surfaces shall be thoroughly cleaned and conditioned with a phosphate solution.	YES
3. The body shall then be coated with two (2) coats of a self etching epoxy primer.	YES
4. Two finish coats of polyurethane Enamel shall be applied to produce a high gloss finish.	YES
Warranty	
1. One year warranty on the entire unit.	YES
2. Two year warranty on hydraulic cylinders.	YES
3. Two year extended warranty on hydraulic cylinders.	YES
4. Bidder shall provide "On-Site" warranty service.	YES
5. Manufacturer will provide complete set of operator/service/parts manuals.	YES
ADDITIONAL REQUIREMENTS	
1. A rear vision camera system shall be provided and include LCD flat screen monitor in cab.	YES
2. An Emergency PTO Stop will be located on the rear of the body.	YES
3. Operators and Parts manuals shall be provided on CD and paper copy.	YES
4. Dual rotary actuated cart tippers shall be center mounted on rear load sill **with control** handles curbside and street side mounted.	YES
5. Dual Strobes front and rear.	YES
6. Smart light system.	YES
7. LED strobes mounted in grill of chassis.	YES
8. A 15,000 lb. Reeving Mechanism with all applicable Hardware must be mounted that is capable of dumping rearload containers up to 8	YES

cubic yards.	
TRUCK CHASSIS REQUIREMENTS	
1.0 **ENGINE:**	
1.1 330 H.P. INLINE 6 CYLINDER TURBO DIESEL W/ 1000LB/FT TORQUE. **MINIMUM ENGINE WARRANTY – 24 MONTHS/150,000 MILES**	yes
1.2 160 AMP ALTERNATOR	NO - 130 Amp
1.3 (3) 12VOLT 2280 CCA BATTERIES	NO - 2000 CCA
1.4 18.7 CFM COMPRESSOR	yes
1.5 115 VOLT BLOCK HEATER	yes
1.6 ENGINE BRAKE W VARIABLE GEOMETRY TURBO	NO
1.7 GATES BLUE STRIPE COOLANT HOSES	yes
1.8 RH OUTBOARD FRAME MOUNTED HORIZONTAL AFTER-TREATMENT DEVICE W RH CAB MOUNTED VERTICAL TAILPIPE.	yes
1.9 23 GALLON DEF TANK –	NO - 6.6 gallon
1.10 1100 SQUARE INCH RADIATOR	yes
1.11 SIDE OF HOOD AIR INTAKE AND DONALDSON AIR CLEANER, WITH PRE-CLEANER	yes
2.0 TRANSMISSION	
2.1 ALLISON 3000 RDS W/ PTO PROVISION AND PUSH BUTTON SHIFT CONTROL ON DASH. WITH 6-SPEED OVERDRIVE OPTION.	yes
2.2 INTERFACE WIRING AND BODY BUILDER CONNECTOR BACK OF CAB.	yes
2.3 ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR BACK OF CAB	yes
2.4 WATER TO OIL TRANSMISSION COOLER	yes
2.5 SYNTHETIC TRANSMISSION FLUID	yes
3.0 FRONT AXLE	
3.1 14,700LB FRONT AXLE	NO - 14,600 lb.
3.2 14,600LB TAPER LEAF SUSPENSION W/ SHOCK ABSORBERS	yes
3.3 16.5" X 5" Q+ BRAKE SHOES W/ AUTO SLACK ADJUSTERS AND DUST SHIELDS	yes
4.0 REAR AXLE	

4.1 30,000LB REAR AXLE, W/ SYNTHETIC LUBE	yes
4.2 30,000LB VARIABLE RATE MULTI-LEAF SUSPENSION W/ HELPER AND RADIUS ROD	yes
4.3 17T MAIN DRIVELINE OR EQUIVALENT	yes
4.4 AXLE RATIO TO BE 6.14 AND ACHIEVE ROAD SPEED OF 68 MPH.	yes
4.4 16.5" X 7" P CAM BRAKES W/CAST SHOES W/ AUTO SLACK ADJUSTERS AND DUST SHIELDS	yes
5.0 BRAKE SYSTEM	
5.1 ANTI-LOCK AIR BRAKES	yes
5.2 BENDIX AD-9 AIR DRYER WITH HEATER AND PULL CABLES ON ALL RESERVOIRS.	NO-meritor
6.0 FRAME AND WHEELBASE	
6.1 210" WHEELBASE OR EQUIVALENT FOR BODY SPECIFIED	yes
6.2 FRONT TOW HOOKS	yes
6.3 11/32" X 3-1/2" X 10-15/16" STEEL FRAME OR EQUIVALENT WITH 80KSI	yes
7.0 FUEL TANKS & EQUIPMENT	
7.1 80 GALLON LH ALUMINUM FUEL TANK	NO - 60 gallon
7.2 FUEL WATER SEPARATOR WITH INDICATOR LIGHT	yes
8.0 CAB	
8.1 HEAVY DUTY NON-AUTOMOTIVE CAB AND HOOD WITH 60 MONTH / 150,000 MILE WARRANTY.	yes
8.2 AIR CAB MOUNTS	yes
8.3 2-1/2 " FENDER EXTENSION	yes
8.4 BUG SCREEN, LH/RH GRAB HANDLES,	yes
8.3 DUAL STAINLESS STEEL WEST COAST MIRRORS W/ 8" SPOT MIRRORS	yes
8.4 DUAL ROUND AIR HORNS	yes
8.5 HEATER, DEFROSTER, AIR CONDITIONER	yes
8.6 HIGH BACK AIR RIDE DRIVER SEAT W/ 2-MAN PASSENGER SEAT W/ TOOLBOX UNDERNEATH	yes
8.7 VINYL SEAT COVERS FOR DRIVER AND PASSENGER	yes
8.8 CRUISE CONTROL, TACHOMETER, BACKUP	yes

ALARM, OIL PRESSURE GAUGE	
8.9 AM/FM/WB RADIO	yes
8.10 SOLID STATE CIRCUIT PROTECTION & FUSES	yes
8.11 2 ½LB FIRE EXTINGUISHER AND TRIANGULAR REFLECTORS	yes
8.12 TWO CUP HOLDERS IN DASH	yes
8.13 ELECTRIC WINDSHIELD WIPERS WITH DELAY	yes
9.0 TIRES AND WHEELS	
9.1 FRONT TIRES: 315R/80R22.5 G291 18 PLY WITH HIGHWAY TREAD – 10 HUB 8 ¼ INCH WIDTH PILOT DISC WHEELS	yes
9.2 REAR TIRES: 315R/80R22.5 G291 18 PLY WITH HIGHWAY TREAD –8 ¼ INCH WIDTH10 HUB PILOT DISC WHEELS	yes
GENERAL CHASSIS REQUIREMENTS	
* MUST PROVIDE PARTS/WARRANTY/SERVICE WITHIN 20 MILE RADIUS.	NO - 70 miles
* MUST PROVIDE PARTS AND SERVICE MANUALS WITH UNIT.	yes
* MUST PROVIDE STATE AND DOT INSPECTION.	yes
* MUST PROVIDE ON-SITE DRIVER TRAINING AT TIME OF DELIVERY.	yes
* MUST PROVIDE TOWING/ROADSIDE SERVICE WARRANTY FOR 4YEARS.	yes
* SELLING DEALER MUST PROVIDE DIESEL EPA10 SUPPORT FOR BOTH ENGINE AND EXHAUST SYSTEMS.	yes
* INDICATE NUMBER OF DAY'S PRODUCT SHALL BE DELIVERED AFTER ISSUE DATE OF P.O.	1) unit available 30 days - 1) unit available 90 days
*MUST INCLUDE EXTENDED WARRANTIES AS LISTED BELOW:	

CHASSIS SPECIFICATIONS SUMMARY

May 07, 2014

2015 MACK GU432

DUMP . . . . . Inner City
STRAIGHT TRUCK WITHOUT TRAILER

Engine	CUMMINS ISL-D 345HP	**Transmission**	3000-RDS-6
		Clutch	OMIT CLUTCH
Front Axle	14,600# FXL14.6	**Rear Axle**	30,000# RS-30-185 Ratio 5.63
Suspension	14,600#	**Suspension**	30,000# MULTILEAF
Tires	Front: 11R22.5	**Wheels**	22.5x8.25 STEEL DISC (10-HOLE)
	Rear: 11R22.5		22.5x8.25 STEEL DISC (10 HOLE)
Ratings	GVW: 35,710#	**Fuel Tanks**	LH: 66gal
Fifth Wheel		**Sleeper**	

PRICING SUMMARY

	Total Price
SELLING PRICE (ExcludingTaxes/Fees/Trade)	**$142,155.00**
OBD Surcharge	$990.00
Net FRET or Canadian GST Taxes	$0.00
Tire Tax Credit (Municipal Only)	($151.38)
Sales/Usage Taxes	$0.00
License/Title/Etc.	$160.00
Misc Fees	$866.00
Trade	$0.00
ACQUISTION COST (Include Trade if applies)	**$144,019.62**
Less Down Payment	
BALANCE DUE Per Unit	**$144,019.62**
PRICE (Total Order)	**$144,019.62**
BALANCE DUE (Total Order)	**$144,019.62**

Total Quantity: 1 **Estimated Total Weight:** 12,733# **Reference#:** AIVH002015A

X _____ _____
Customer Signature **Date**

Prepared For:
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403
Phone: 601-545-4552
Fax: –

X _____ 5-7-14
Dealer Signature **Date**

Presented By:
Justin Williams
MACK TRUCKS, INC.

Allentown, Pennsylvania 18105
(800) TNT-MACK

Prepared For:
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403
(601) 545-4552

Presented By:
MACK TRUCKS, INC.
2100 MACK BOULEVARD
Allentown, Pennsylvania 18105
(800) TNT-MACK

May 7, 2014
2015 GU432
Ref#: AIVH002015A

Description

ORDER/CUSTOMER/VEHICLE INFORMATION

INITIAL REGISTRATION LOCATION, UNITED STATES, ARKANSAS

LANGUAGE, ENGLISH

IDLE EMISSION CERTIFICATION, IDLE EMISSION CERTIFICATION - CARB 08

TYPE OF SERVICE, MUNICIPAL

VEHICLE APPLICATION CLASS, NORMAL HIGHWAY - Unlimited operation on concrete or asphalt with a maximum 3% grade; limited operation on maintained gravel/packed dirt with a maximum 3% grade; and limited operation on concrete or asphalt with a maximum 8% grade. No operation on unmaintained surfaces. (2 AXLES) 50,000 lbs (22,680 kg) MAX GVW. (3 AXLES) 63,000 lbs (28,576 kg) MAX GVW.

CARRIER APPLICATION, NOT AVAILABLE

VEHICLE TYPE, STRAIGHT TRUCK WITHOUT TRAILER

VEHICLE USE AND BODY/TRAILER TYPE, DUMP . . . . . Inner City

BRAKE - STOPPING DISTANCE, BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)

FILE STATUS, SOLD ORDER

PRICE BOOK LEVEL, 2015A PRICE BOOK LEVEL

PRODUCT TYPE, PRODUCT TYPE - CML42R TRUCK

PRODUCT CLASS, PRODUCT CLASS 28

BACK OFFICE PROCESS, BACK OFFICE PROCESS

BVS/FRT AXLE POS/SALES PACKAGES

CHASSIS (BASE MODEL), GU402 4-WHEEL TRUCK

CHASSIS PACKAGING SOLUTIONS, PACKAGE 2A INCLUDES: Cummins Switchback DPF, RH Battery Box, Air Box - remaining on Frame Rails REQUIRES: Sleeved LH Fuel Tank 66 or 88 gallons. Under B

ENGINE/TRANSMISSION/CLUTCH

ENGINE, CUMMINS ISL-D 345 HP @1600-1900 RPM (PEAK) 1150 LB. FT. MAX. TORQUE @ 1400 RPM

TRANSMISSION, 6 SPEED AUTOMATIC, ALLISON 3000-RDS-6 (3.49/0.65) RUGGED DUTY SERIES GEN 5 W/PROGNOSTICS, W/PTO PROVISION INCLUDES TRANSMISSION COOLER, EXTERNAL OIL COOLER, INTERNAL FILTER, AND OIL LEVEL SENSOR

CLUTCH, OMIT CLUTCH

EXHAUST/EMISSIONS

DPF, DPF, HORIZ RH SIDE UNDER CAB & BEHIND STEP CUMMINS SWITCHBACK

EXHAUST AFTER-TREATMENT SYSTEM, EXHAUST AFTER-TREATMENT SYSTEM SELECTIVE CATALYST REDUCTION PLUS DPF VERSION 3

DPF SMART SWITCH, NO INHIBIT DPF REGENERATION SWITCH

EXHAUST, SINGLE (R/S) VERT EXHAUST CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END

SINGLE, BRIGHT FINISH HEAT SHIELD, STACK AND SCR COVER

FURNISH STEEL PAINTED HEAT SHIELD FOR FRAME MTD DPF (CUMMINS)

ENGINE EQUIPMENT

AIR COMPRESSOR, MERITOR/WABCO 318 18.7 CFM

AIR GOVERNOR

ALTERNATOR, DELCO 12V 130A (24SI) BRUSH-TYPE

BATTERIES, (2) MACK 12V 1000/2000 CCA THREADED STUD TYPE

BUG SCREEN, BLACK ALUMINUM MOUNTED BEHIND GRILLE

TEXACO EXTENDED LIFE COOLANT W/NITRITES (50/50 MIX) TO -34 DEG

COOLING PERFORMANCE, 1240 SQUARE INCH RADIATOR

Description

ENGINE BRAKE, W/O ENGINE BRAKE
ENGINE BLOCK HEATER, 120V 1000 WATT ENGINE BLOCK HEATER
FAN DRIVE, HORTON DMA2S-TWO SPEED, ON/OFF CLUTCH W/LIGHTWEIGHT PLASTIC FAN
FLYWHEEL HOUSING, LIGHT WEIGHT, ALUMINUM
FUEL-WATER SEPARATOR, DAVCO 382, NON-HEATED W/VENDOR PRIM & MACK SEC FUEL FILTER
HAND PRIMER PUMP
HOSES - RADIATOR/HEATER, MACK BRAND EPDM RADIATOR & HEATER HOSES
OIL PAN HEATER, W/O OIL PAN HEATER
RADIATOR, ALUMINUM CORE
ELECTRIC PREHEATER
STARTER, 12 VOLT DELCO 39MT-MXT
TETHER DEVICE, W/O TETHER DEVICE

TRANSMISSION EQUIPMENT/DRIVELINES

CLUTCH ASSIST (AIR), Information is not required
CLUTCH PEDAL, W/O CLUTCH PEDAL
TRANSMISSION BELL HOUSING, ALUMINUM
FURNISH FOR ALLISON TRANSMISSION W/DIRECT MOUNT COOLER
SYNTHETIC LUBRICANT - TRANSMISSION, TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS
VOCATIONAL PACKAGE - ALLISON, ALLISON VOCATIONAL PKG. #105142 RUGGED DUTY SERIES (RDS)-REFUSE (AG) - ONE SELECTOR
WITHOUT DRIVESHAFT GUARD FOR CENTER BEARING
DRIVELINE - MAIN, MERITOR 176 MXL "XTENDED LUBE"

CAB (A thru G)

MACK (BERGSTROM) INTEGRAL W/HEATER COMBINATION HEATER/DEFROSTER AND CONDITIONER
AIR RESTRICTION MONITOR (INTAKE), W/O AIR RESTRICTION MONITOR
CAB, LH-DRIVE CA68 CONV CAB
CAB MOUNTING, AIR SUSPENSION
CERTIFIED WEIGHT
TWO (2) EXTRA DASH MOUNTED ILLUMINATED TOGGLE SWITCHES
PARK BRAKE AND ENGINE RUNNING ACTIVATED
(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED
DOOR INTERIOR TRIM PANELS, PADDED VINYL WITH ARM REST PADS
FENDER EXTENSIONS, FENDER EXTENSIONS
5LB (ABC RATED/AMEREX) MOUNTED BETWEEN LH SEAT BASE AND DOOR WITH VALVE AIMED REARWARD
GAUGE CLUSTER, TRANS OIL TEMP, EXHAUST PYROMETER, AIR MANIFOLD AIR APPLICATION PRESSURE, AIR SUSPENSION PRESSURE
GAUGES, ENGLISH/METRIC DISPLAY
WITHOUT REAR AXLE OIL TEMPERATURE GAUGE
GAUGE, SPEEDOMETER W/TRIP ODOMETER (ELECTRONIC 1% ACCURACY)
ENGINE TACHOMETER
GEAR SHIFT, DASH MOUNTED SHIFTER
GLASS - CAB WINDOW, SAFETY TINTED WINDSHIELD, SIDE AND REAR WINDOWS
STANDARD GRAB HANDLE OPTION RH & LH, BEHIND DOOR
GRILLE - HOOD AIR INTAKE, GRILLE PAINTED GRAY
GRILLE, BLACK FINISH BARS W/PLATINUM (NICKEL BRUSHED) SURROUND RADIATOR MOUNTED

CAB (H thru R)

Description

HEADLINER, VINYL COVERED FOAM PADDED HEADLINER
HOOD INSULATION
PAINTED HOOD LATCHES
HORN - AIR, TWIN-U/CAB TRUMPET
HORN - ELECTRIC, SINGLE TONE
IDENTIFICATION/CLEARANCE LIGHTS, (5) MARKER AND CLEARANCE, INCANDESCENT, SURFACE MOUNTED
IN-DASH STORAGE, W/O UPPER STORAGE OPTION
INSTRUMENT CLUSTER DISPLAY, CO-PILOT DRIVER DISPLAY, ENHANCED 4.5" DIAGONAL LCD DISPLAY W/4-BUTTON STALK CONTROL
INTERIOR TRIM (PUREBRED - SLATE GRAY) Vinyl headliner & seat covering, 2 netted storage compartments and center CB radio mounting provisions in overhead console, rear panel with storage pouch, polyurethane floor mat, 2 cup holders, slate gray instrument panel with black gauge bezel, Sandstone door panels & trim, RH door peep window, padded interior sun visors both sides, 2 spoke slate grey urethane cushion grip steering wheel with Bulldog horn button, hand crank lh/rh windows, 2 general overhead lights, 1 driver overhead light & 1 map non-glare overhead light, 2 12V power sources, seat belts, lap and shoulder w/cab mtd shoulderbelt, 2 coat hangers, 2 trash bag hooks, RH storage compartment, RH Door Peep Window
CHASSIS KEYED AT RANDOM - 2 KEYS
MIRRORS - EXTERIOR, WEST COAST, RH & LH BRIGHT FINISH MACK BULLDOG HEATED
MIRRORS - CONVEX TYPE, BRIGHT FINISH, LH & RH, 8" DIA. CONVEX
OVERHEAD CONSOLE, (2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS
POWER OUTLETS, (2) 12-VOLT AUXILIARY POWER OUTLETS - DASH MOUNTED
AM/FM PREMIUM STEREO CD W/WEATHERBAND, MP3, WMA, BLUETOOTH
RADIO - ACC, AUDIO CONNECTOR, USB CONNECT
RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR
RADIO ANTENNA - CB, DUAL FIBERGLASS, MIRROR MTD
CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE

CAB (S thru Z)

SEAT - DRIVER, BOSTROM TALLADEGA 915 (HI-BACK) AIR SUSPENSION
SEAT - RIDER, EXTENDED, NON-SUSPENSION WITH SEAT BELTS (2)
SEAT ARM RESTS, INBOARD MOUNTED ARM REST, DRIVER'S SEAT ONLY
SEAT COVERING, ALL VINYL DRIVER & RIDER SEATS
LAP AND SHOULDER FOR DRIVER AND OUTBOARD RIDER AND LAP BELT FOR INBOARD RIDER
W/O ROOF VENT VENTILATION
STEERING COLUMN, ADJUSTABLE TILT TELESCOPE
STEERING WHEEL, TWO SPOKE URETHANE GRIP PAINTED SPOKES & BULLDOG HORN CAP
W/O REAR STORAGE POUCH
SUN VISOR, EXTERIOR, FIBERGLASS (CAB COLOR)
SUN VISOR - INTERIOR, BOTH SIDES (PADDED VINYL)
TURN SIGNAL SWITCH, MANUAL CANCELLING TURN SIGNALS
WINDSHIELD, 2-PIECE WINDSHIELD
WINDSHIELD WASHER RESERVOIR, WINDSHIELD WASHER RESERVOIR INSTALLED BOC
WINDSHIELD WIPERS, 2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE

COMMUNICATIONS SYSTEMS

W/O GUARDDOG CONNECT OR DIAGNOSTIC SERVICES

FRAME EQUIPMENT/FUEL TANKS

BUMPER - FRONT, FLUSH BRIGHT FINISH STEEL CHANNEL 116.5"/2959 mm BBC BRIGHT FINISH

Description

CROSSMEMBERS, BOC CROSSMEMBER, STEEL HD BACK-TO-BACK CHANNEL INTERMEDIATE(S), CHANNEL TYPE
CROSSMEMBER (BEHIND REAR AXLE), W/O OPTIONAL CROSSMEMBERS BEHIND REAR AXLE/BOGIE
FRONT FRAME EXTENSION, W/O FRONT FRAME EXTENSION
TOWING DEVICE - FRONT, (2) CLEVIS
FUEL TANK - LH, 66 GALLON (250 L) ALUMINUM, SLEEVED D-SHAPED
FUEL TANK - RH, OMIT RH STANDARD
STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS - FUEL TANK
6.6 GALLON (25 L) 22" DIAMETER TANK LEFT SIDE FRAME MTD
WITHOUT DEF TANK COVER

FRONT AXLE/EQUIPMENT/TIRES

FRONT AXLE, 14600# (6600kg) MACK FXL14.6
TIRES BRAND/TYPE - FRONT, BRIDGESTONE - TUBELESS RADIAL PLY, (2) 11R22.5 14 G R250F (STEER)
WHEELS - FRONT, STEEL DISC (10-HOLE)
(2) 22.5x8.25 HAYES LEMMERZ 10-HOLE HUB PILOTED (11 1/4"/286mm BC) (TWO HAND HOLE)
WHEELS - POLISHED (FRONT), W/O FRONT DISC WHEEL BRIGHT FINISH
BRAKES - FRONT, MERITOR "S" CAM TYPE 16.5" x 5" Q+
BRAKE DRUMS - FRONT, CAST OUTBOARD MOUNTED
DUST SHIELDS - FRONT BRAKE, FURNISH
HUBS - FRONT, FERROUS
FAG SCHAEFFLER, FRONT GREASE SEAL
SHOCK ABSORBERS, FRONT
SLACK ADJUSTERS - FRONT, MERITOR - AUTOMATIC
SPRINGS - FRONT, MACK TAPERLEAF 14600# (6623kg) GROUND LOAD RATING
STEERING, THP60 TRW-PWR (INTEGRAL)

REAR AXLE/EQUIPMENT/TIRES/RATIOS

REAR AXLE, 30000# (13608kg) MERITOR RS-30-185 SINGLE REDUCTION
TIRES BRAND/TYPE - REAR, BRIDGESTONE - TUBELESS RADIAL PLY, (4) 11R22.5 14 G M726EL (TRACTION)
CARRIER/RATIO - REAR AXLE, MALLEABLE HOUSING, 5.63 RATIO
WHEELS - REAR, STEEL DISC (10 HOLE)
(4) 22.5x8.25 (210 mm) HAYES LEMMERZ 10-HOLE HUB PILOTED (11 1/4"/286 mm BC)(TWO HAND HOLE)
WHEELS - POLISHED (REAR), W/O REAR DISC WHEEL BRIGHT FINISH
BRAKES - REAR, MERITOR-CAM - 16.5"x7" P BRAKES
BRAKE DRUMS - REAR, CAST OUTBOARD MOUNTED
DUST SHIELDS - REAR BRAKE, FURNISH
HUBS - REAR, FERROUS
OIL SEALS, CHICAGO RAWHIDE (SCOTSEAL)
SLACK ADJUSTERS - REAR, MERITOR - AUTOMATIC
SUSPENSION - REAR, 30000# MULTILEAF SPRINGS
SPRING BRAKE CHAMBERS - VENDOR, HALDEX
REAR BRAKE CHAMBERS SIZE 36/36 TYPE
SYNTHETIC LUBRICANT - REAR AXLE, 75W - 90 (SYNTHETIC LUBRICANT)
LOCKING MAIN DIFFERENTIAL, DRIVER CONTROLLED
W/O PROTECTIVE NYLON SPACER BETWEEN DISCS WHEEL TO DRUM

FRAME/WHEELBASE/PLATFORM

WHEELBASE, 221" (5613 mm) WB 133" CA (3378 mm)
PLATFORM, 195" LP (4953 mm) 62" AF (1580 mm) USED WITH 221" WB

Description

FRAME RAILS, 11.811" x 3.54" x .32" (300 x 90 x 8mm) STEEL Section Modulus: 17.7 cu in/RBM 2,120,000 in lbs per rail
FRAME REINFORCEMENT - INSIDE, W/O 5MM INSIDE CHANNEL REIFORCEMENT

AIR/BRAKE

AIR DRYER, MERITOR/WABCO HEATED AIR DRYER, 1200 W/COALESCING OIL FILTER
W/O RELOCATED AIR TANKS
ANTI-LOCK BRAKE SYSTEM, BENDIX WITHOUT TRACTION CONTROL
AIR CONTROL VALVES - VENDOR, BENDIX SWITCHES AND VALVES WHERE POSSIBLE
BRAKE CONTROL VALVE SYSTEM, SINGLE VALVE SYSTEM
DRAIN VALVES, MANUAL DRAIN VALVES, WITH LANYARD ON SUPPLY TANK ONLY

TRAILER CONNECTIONS

TRAILER AIR CONNECTIONS, OMIT TRAILER AIR BRAKE CONNECTIONS
TRAILER ELECTRICAL RECEPTACLE, WITHOUT TRAILER ELECTRICAL RECEPTACLE
OMIT TRAILER CONNECTORS HOLDER

ELECTRICAL

BATTERY BOX(ES), STEEL
BATTERY BOX COVERS, MOLDED PLASTIC
BATTERY BOX - MOUNTING, RIGHT HAND UNDER CAB
SHOCK PADS UNDER BATTERIES
CHASSIS & POWER HARNESS WITH STANDARD CASING
ELECTRIC CIRCUIT PROTECTION PACKAGE, ALL CIRCUITS FUSE/BREAKER PROTECTED
WATERPROOF ELECTRICAL CONNECTIONS SPRAYED W/PROTECTIVE COATING
"BODY LINK" III W/CAB PASS-THRU

PAINT

PAINT - CAB EXTERIOR, SINGLE COLOR, MACK WHITE (HIGH GLOSS)
PAINT - CAB, URETHANE BASE COAT W/O CLEAR COAT
PAINT - CHASSIS RUNNING GEAR, MACK BLACK (URETHANE)
PAINT - FRONT SPOKE WHEELS, WITHOUT OPTIONAL SPOKE WHEEL PAINT
WITHOUT OPTIONAL SPOKE WHEEL PAINT
FRONT WHEELS PRE-FINISHED WHITE
WITHOUT SPECIAL PRE-FINISHED OPTIONS

PAINT PROCESS CODES

W/O PAINT FOR BUMPER (5ZB-Z1X)
CHASSIS RUNNING GEAR - STD COLOR (MACK BLACK) (6AB-Z1X)
W/O PAINT FOR FUEL TANK (7HB-Z1X)
W/O CUSTOM PAINT FOR HUB&DRUM/SPOKES (5YB-Z1X)
W/O CUSTOM PAINTED FRONT/REAR RIM/WHEEL (6BB-Z1X)

PTO/SPECIALTY/ADDITIONAL EQUIPMENT

PTO - REAR ENGINE (REPTO), WITHOUT REAR ENGINE POWER TAKE OFF
PTO - CONTROL, PTO SWITCH AND LIGHT WITH WIRING AND PIPING N/A W/RMPTO
FURNISH TC421 FOR USE W/ALLISON 3000 SERIES TRANSMISSION

V-MAC IV PROGRAMMABLE PARAMETERS

CUSTOMER VEHICLE LIMITING SPEED (MPH) 65 mph
PEDAL ROAD SPEED LIMITER (MPH) 65 mph
LGVLS FEATURE ACTIVATION Omit
LOWER GEAR VEHICLE LIMITING SPEED (MPH) 00 mph
SOFT RSL Omit

Description

PDLO ENGAGED VEHICLE LIMITING SPEED 00 rpm
CRUISE CONTROL SETTINGS WITH ALLISON TRANS
CRUISE CONTROL MAX SET SPEED (MPH) 65 mph
CRUISE CONTROL MIN SET SPEED (MPH) 20 mph
CRUISE CONTROL AUTORESUME W/CLUTCH Omit
CRUISE'N BRAKE ENGAGEMENT DELAY (MPH) 0 mph
SMOOTH CRUISE Omit
ENGINE OVERSPEED COMPANY LIMIT (RPM) 2200 rpm
FUELED ENGINE OVERSPEED COMPANY LIMIT (RPM) 2100 rpm
VEHICLE OVERSPEED COMPANY LIMIT (MPH) 75 mph
FUELED VEHICLE OVERSPEED COMPANY LIMIT (MPH) 70 mph
IDLE LOGGING DELAY (MIN) 2
Monthly Trip Summary
PERIODIC TRIP HOUR OF DAY 0 (disable)
PERIODIC TRIP DAY OF WEEK 0 (disable)
PERIODIC TRIP DAY OF MONTH 1
DAYTIME RUNNING LIGHTS W/O OVERRIDE SWITCH
DRL OVERRIDE SWITCH SPEED THRESHOLD (MPH) 00
DRL OVERRIDE SWITCH OFF TIME (MIN) 00 mph
CO-PILOT FLEET TRIP PROGRAMMING ACCESS Fleet Level
FLEET MANAGEMENT VIA CO-PILOT Omit
EHT MAX ENGINE SET SPEED (RPM)
2100 rpm
EHT MIN ENGINE SET SPEED (RPM) 700 rpm
EHT VEHICLE SPEED RANGE LIMIT (MPH) 10 mph
EHT RAMP RATE (RPM/Sec)
EHT SINGLE SPEED CONTROL ACTIVATION Omit
EHT SINGLE SPEED CONTROL SET SPEED (RPM) 0000 rpm
EHT JUMP-TO-MIN SET SPEED Omit
EHT HOLD TO NEAREST RPM 00 rpm
EHT ACCEL-DECEL BUMP-UP RPM 00 rpm
EHT ACCEL-DECEL BUMP-DOWN RPM 00 rpm
ENGINE PROTECTION - OIL PRESSURE SHUTDOWN Furnish
ENGINE PROTECTION - COOLANT LEVEL SHUTDOWN Omit
ENGINE PROTECTION - COOLANT TEMP SHUTDOWN Furnish
ENGINE PROTECTION - ENGINE OIL TEMP SHUTDOWN Furnish
ENGINE PROTECTION TRANS OIL TEMP SHUTDOWN Furnish
FUEL ECONOMY INCENTIVE FOR USE WITH INSTRUMENT CLUSTER DISPLAY (C0J 0002)
FEI PENALTY TARGET FUEL ECONOMY No Driver Incentive
FEI PENALTY TARGET FUEL ECONOMY (MPG) 0.0
FEI PENALTY VEHICLE SPEED DECREASE (MPH) 0 mph
FEI REWARD TARGET FUEL ECONOMY (MPG) 0.0
FEI REWARD VEHICLE SPEED INCREASE (MPH) 0 mph
FEI DISTANCE CALCULATION INTERVAL (Miles) 00
GOVERNOR SETTINGS FOR USE WITH AUTOMATIC TRANSMISSIONS
GOVERNOR TYPE Min-Max Governor

Description

ENGINE HIGH IDLE SPEED IF STOPPED 0000
VEHICLE ACCELERATION LIMITING FEATURE Disable
REDUCED ENGINE RPM RANGE IN UPPER GEARS FEATURE Disable
ENGINE RPM LIMIT IN UPPER GEARS 0000
1st TRANS RATIO FOR REDUCED HIGH IDLE 0000
LAST TRANS RATIO FOR FULL HIGH IDLE 0000
ENGINE LOW IDLE SET SPEED (RPM) 700 rpm
DRIVER LOW IDLE ADJUST FEATURE ACTIVATION Omit
SMART IDLE FEATURE ACTIVATION Omit
SMART IDLE ELEVATED IDLE RPM TIME (MINS) 10
IDLE S/D ABS TAMPER CHECK Omit
IDLE COOLDOWN FEATURE ACTIVATION Omit
IDLE SHUTDOWN FEATURE ACTIVATION Omit
IDLE SHUTDOWN TIME (MINS) 60
IDLE SHUTDOWN WARNING TIME (SECS) 30
IDLE SHUTDOWN WARM-UP TEMPERATURE (DEG F) 100
IDLE SHUTDOWN WARM-UP TIMER (MINS) 5
IDLE S/D OVERRIDE W/PTO Omit
IDLE S/D OVERRIDE W/EHT Omit
IDLE S/D OVERRIDE W/PTO Omit
IDLE S/D OVERRIDE W/ENGINE LOAD Furnish
IDLE S/D OVERRIDE % ENGINE LOAD THRESHOLD 00
IDLE S/D CONTROL W/O Idle Shutdown
IDLE S/D OVERRIDE LOWER TEMP. THRESHOLD (DEG F) 00
IDLE S/D OVERRIDE UPPER TEMP. THRESHOLD (DEG F) 00
MAINTENANCE MONITOR FEATURE ACTIVATION Furnish
MAINTENANCE MONITOR OEM DEFAULT INTERVALS MP Vocational
MAINTENANCE DUE WARNING PERCENT 90
PTO 1 MAX ENGINE SET SPEED (RPM) 0000 rpm
PTO 1 MIN ENGINE SET SPEED (RPM) 700 rpm
PTO 1 VEHICLE SPEED RANGE LIMIT (MPH) 10 mph
PTO 1 RAMP RATE (RPM/Sec) 250
PTO 1 SINGLE SPEED CONTROL ACTIVATION Omit
PTO 1 SINGLE SPEED CONTROL SET SPEED (RPM) 0000 rpm
PTO 1 SINGLE SPEED CONTROL AUTOSET Omit
PTO 1 JUMP-TO-MIN SET SPEED Omit
PTO 1 VEHICLE LIMITING SPEED (MPH) 60 mph
PTO 1 HOLD TO NEAREST RPM 00 rpm
PTO 1 ACCEL-DECEL BUMP-UP RPM 00 rpm
PTO 1 ACCEL-DECEL BUMP-DOWN RPM 00 rpm
PTO 2 MAX ENGINE SET SPEED (RPM) 2100 rpm
PTO 2 MIN ENGINE SET SPEED (RPM) 0 rpm
PTO 2 VEHICLE SPEED RANGE LIMIT (MPH) 10 mph
PTO 2 RAMP RATE (RPM/Sec) 100
PTO 2 SINGLE SPEED CONTROL ACTIVATION Omit
PTO 2 SINGLE SPEED CONTROL SET SPEED (RPM) 0000 rpm

Description

PTO 2 SINGLE SPEED CONTROL AUTOSET Omit
PTO 2 JUMP-TO-MIN SET SPEED Omit
PTO 2 VEHICLE LIMITING SPEED (MPH) 60 mph
PTO 2 HOLD TO NEAREST RPM 00 rpm
PTO 2 ACCEL-DECEL BUMP-UP RPM 00 rpm
PTO 2 ACCEL-DECEL BUMP-DOWN RPM 00 rpm
SPEED SENSOR TAMPER DETECTION SYSTEM ACTIVATION Furnish
SPEED SENSOR TAMPER DETECTION TORQUE LIMIT (%) 50

DEALER INFORMATION

ENGINE WARRANTY, 2YR/250,000 MILES ENGINE WARRANTY US10
MANUALS, PEDIGREED PROTECTION PLAN TECH. SERVICE MANUAL PROVIDED
PILOT INSPECTION, WITHOUT PILOT INSPECTION
PRE DELIVERY
MISC INCLUDES CHANGING TIRES FROM 11R22.5 TO 315 SERIES
20 YARD REAR LOADER WITH DUAL CART TIPPERS AS PER REQUESTED BY CUSTOMER
ALLISON AGREEMENT

MCNEILUS TRUCK & MFG. CO., COUNTY ROAD 34 EAST, DODGE CENTER MN

MARKETING PROMOTION, FAST START

SOFT PRODUCTS/BULLDOG PROTECTION

W/O GUARDDOG CONNECT

submit.

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 8, 2014, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following, to-wit:

TWO (2) TRUCK MOUNTED 20 CUBIC YARD REAR LOADER REFUSE COLLECTION TRUCKS

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 "BID" 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 8th day of April, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: TWO (2) TRUCK MOUNTED 20 CUBIC YARD REAR LOADER REFUSE COLLECTION TRUCKS FOR THE HATTIESBURG PUBLIC WORKS DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

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, May 8, 2014, 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
TWO (2) TRUCK MOUNTED 20 CUBIC YARD REAR LOADER REFUSE COLLECTION TRUCKS FOR THE HATTIESBURG PUBLIC WORKS DEPARTMENT
SUBMITTED BY 10:00 A.M. MAY 8, 2014

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 8th day of April A. D., 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

HATTIESBURG, MS

SPECIFICATION

Truck-mounted, 20 cubic yard rear loader body.

The unit will be used in collection and loading of residential or commercial refuse. This specification describes a hydraulically actuated packer body of the rear loading type with the following minimum specifications necessary to perform the work assigned.

UNIT WILL BE MANUFACTURED IN AN ISO 9001:2000 CERTIFIED FACILITY.

The body shall conform to the latest ANSI Z245 specification as well as the Federal Motor Vehicle Safety Standard FMVSS-108 at the time of manufacture. All proposals include delivery, training of operators and service personnel.

	Yes/No Offered
1. The minimum capacity of the body shall be 20 cubic yards exclusive of the hopper.	yes
2. The minimum capacity of the hopper shall be 3.61 cubic yards without the use of a hopper loading sill extension.	3.0 yd^3
3. The body shall be designed to allow high density compaction of up to 1000 lbs. per cubic yard of household refuse.	yes
4. The unit shall be manufactured in an ISO 9001:2000 certified facility.	yes
BODY DIMENSIONS	
1. The maximum overall width shall be 96 inches.	yes
2. The maximum overall length shall be 250 inches.	yes
3. The maximum height above the chassis frame shall be 98" inches.	yes
4. The inside width of the body shall be 85 inches at the widest point.	yes
5. The inside height of the body shall be 84 inches at the highest point.	yes

6. The minimum weight of the body and the tailgate (less special options) shall be 12,600 lbs.	12,300 lbs
BODY CONSTRUCTION	
1. The body shall have a smooth floor without a trough. No cylinders, valves or other hydraulic components shall be exposed to refuse packed to the body. Floors with trough or depression are not acceptable.	Yes
2. The body floor, sides and roof shall be designed and constructed to withstand maximum imposed force residential refuse without structural damage or excessive wear.	YES
3. The body sides shall be fabricated from 10 gauge 80,000 psi yield steel and be of a curved one-piece design.	Exceed 8 gauge 80,000 PSI
4. The body roof shall be fabricated from 10 gauge 80,000 psi yield steel and be of a curved one-piece design.	10 gauge 50,000 PSF
5. A 20" x 26" body side door shall be located on the driver's side. The door shall be held shut by a spring-loaded latch.	Exceed 26" x 32"
6. The body floor shall be fabricated from a single sheet of 7 gauge hi-tensile steel, with no depression or trough.	Yes
7. The body longitudinal shall be 8" tall structural channel.	Exceed 10"
8. The floor cross members shall be tapered from the long sill outboard to the body side sheet.	Yes
9. The floor cross members shall be fabricated from 7 gauge hi-tensile steel.	Yes

TAILGATE DIMENSIONS	
1. The minimum hopper opening shall be 80" wide and 56" high to permit unobstructed loading of the tailgate hopper.	80" x 54"
2. The top of the loading sill shall be equal height to the top of chassis frame to facilitate easy loading.	Exceed 2½ Below chassis Frame
3. The overall height above the chassis frame with tailgate raised shall be 167 inches.	174"
4. The length of the tailgate shall be 75"	Yes
TAILGATE CONSTRUCTION	
1. The lower tailgate sides shall be fabricated from ASTM A-514 steel w/ minimum hardness of 321 BHN.	T1 100,000 PSI
2. The hopper floor and chute shall be fabricated from 1/4" ASTM A-514 steel w/ minimum hardness of 321 BHN.	Yes
3. The tailgate sides shall be reinforced with hi-tensile steel channels interlaced and fully welded to the side sheets.	Yes
4. The hopper and chute floor shall be reinforced with hi-tensile steel channels.	Yes
5. The tailgate shall be secured to the body with tailgate lock bars made of ASTM A-514 steel. The tailgate locks shall operate automatically when the tailgate is raised or lowered.	Yes
6. The tailgate seal shall extend a minimum 24 inches up the body side.	EXCEED 50"
7. Two grab handles shall be located on each side of the tailgate.	Yes

8. The rear steps shall be fabricated from open grip material with a minimum standing surface of 330 square inches per step. The steps shall comply with A.N.S.I. standards. Steps shall be of a bolt-on design.	276 in²
PACKING MECHANISM	
1. The packing cycle shall be controlled by a two-lever control that allows the operator to start, stop and reverse the direction of any function at any point during the packing cycle.	yes
2. The tailgate control valve shall be located within the tailgate. It shall be a sectional valve.	yes
3. The packing mechanism shall consist of two primary components: the slide and the packer (sweep) blade.	yes
A. The packing mechanism shall be mounted on four wear shoe assemblies utilizing UHMW poly wear shoes. The shoes shall be replaceable without removing the slide assembly from the tailgate.	yes
The packer and slide shall be hinged by two 3" diameter alloy steel pins. These pins shall also support the (2) lower wear shoe assemblies.	2 7/16" Diameter
B. The slide face shall be constructed from 3/16" ASTM A-514 steel w/ minimum hardness of 321 BHN.	3/16 Br 50
C. The packer blade shall be mounted to, and pivot on, the slide. The packer blade shall be fabricated from hi-tensile steel plate, of varying thickness from 10 ga. to 1/2"	yes
D. The packer shall have replaceable heat treated bushings in the pivots. The face sheet shall be 3/16" ASTM A-514 steel w/ minimum hardness of 321 BHN.	yes

4. The packing mechanism shall be powered by two 4 ½" bore cushioned hydraulic cylinders .	Yes
5. The slide mechanism shall be powered by two 5" Bore cushioned hydraulic cylinders	4 ½"
6. The slide and packer cylinders shall have hardened, chrome plated rods. Each cylinder shall have replaceable heat treated bushings.	Yes
7. The packing blades shall operate in a minimum 20 second cycle time with a minimum 3 second reload time.	Yes
8. The compaction cycle shall interrupt above the hopper sill.	Yes
9. Material in the hopper shall be compacted between the packing mechanism and the ejector panel. The ejector panel shall hold pressure against the compacted material and will automatically drift forward by a hydraulic load control valve without operator assistance.	Yes
10. The packer blade (sweep) assembly shall be protected by a secondary relief valve that is integral to the tailgate-mounted control valve.	Yes
EJECTION SYSTEM	
1. The load shall be ejected by a double acting, telescopic hydraulic cylinder that shall extend and retract the ejector panel the full length of the body without the use of clamp bars or related hardware.	Yes
2. The ejector cylinder shall have replaceable heat treated bushings. The cylinder shall have the following dimensions:	EXCEED 6.5"
Body size Bore Stroke Stages 20 cu. yd. 5.5" 91" 2	

3. The ejector panel shall have a 10 gauge hi-tensile steel face sheet that is reinforced by structural steel tubing and formed channels of high tensile steel.	Yes
4. The ejector panel shall be mounted on 8 high-density polyethylene wear shoes that shall be replaceable without removing the ejector panel from the body. Metallic shoes are not acceptable.	6 Polyethylene WEAR SHOES
5. The ejector panel shall be guided in the body by two guide tracks located on the body sides 4" above the body floor. The tracks shall be 5 3/4" deep, fabricated from hi-tensile steel and fully welded to the body sides.	6" ABOVE FLOOR 6" DEEP
6. The ejector cylinder shall be mounted angularly to the body floor and not require a trough or depression in the floor.	Yes
CONTROLS	Yes
1. The ejector and tailgate lift controls shall be mounted at the left front of the body.	Yes
2. Ejector and tailgate controls shall be mounted directly to the valve spool.	Yes
3. A throttle advance switch shall be be located convenient to the ejector and tailgate lift controls.	Yes
4. The tailgate controls shall be located at the right rear of the tailgate. The two-lever design shall have positive control of movement of the packing mechanism at all times. The tailgate controls shall comply with the applicable A.N.S.I. regulations.	Yes
5. An automatic throttle advance device shall be incorporated with the tailgate controls.	Yes

HYDRAULIC SYSTEM	
1. The hydraulic pump shall be a fixed displacement rated at no less than 2500 psi working pressure and have sufficient capacity to equal 35-38 GPM flow at a reasonable engine RPM	33 GPM @ 1400 RPM
2. The hydraulic pump shall be a direct mount to a transmission-driven clutch-activated hot shift PTO or driven by the engine crankshaft.	yes
3. For extended life of all hydraulic components the maximum operating pressure shall not exceed 2500 PSI.	3200 psi
4. The hydraulic system shall incorporate an adjustable relief in the body valve.	yes
5. Hydraulic hoses and tubes shall be secured by clamps as required to prevent damage from abrasion and vibration. Hydraulic hoses and tubes shall use S.A.E. O-ring boss and JIC 37 degree flare ends for zero leaks.	yes
6. Hydraulic hoses shall comply with the applicable S.A.E. standards for the designed specifications.	yes
7. Hydraulic hoses are to have a 4:1 burst to working pressure safety factor.	yes
8. The hydraulic oil reservoir shall have a minimum capacity of 50 gallons. The reservoir shall be equipped with filler, breather cap, sight glass, clean out cover, 100 mesh suction filter, magnetic tank drain plug and gate valve at the suction outlet. The hydraulic reservoir shall not be a structural member of the body or the mount for the ejector cylinder.	~~yes~~ no 30 gallon

9. A 10 micron Inline Return line filter shall be located on the hydraulic tank and be equipped with a condition indicator.	EXCEED 5 MICRON
10. A suction screen filter of 100 mesh (141 micron) shall strain all the oil leaving the tank. Suction filter shall be equipped with a 5 P.S.I. bypass valve.	yes
11. All hydraulic valves shall be sectional in order to allow replacement of defective sections without replacement of the entire valve.	yes
12. All cylinders and valves shall have SAE O-ring boss ports.	yes
13. Hydraulic system shall met an ISO cleanliness standard of 20/18/13	NA
14. Manufacturer shall provide printed ISO hydraulic cleanliness record.	NA
HYDRAULIC CYLINDERS	
1. All cylinders shall have a working pressure rating of 3000 psi.	yes
2. The packer and slide cylinders shall have hard chrome plated rods.	yes
5. The packer and slide cylinders shall carry a minimum one year warranty.	yes - EXCEED 3 YEAR
6. Tailgate cylinders shall have hardened chrome plated cylinder rods, and be equipped with restrictors to limit the speed of raising and lowering of the tailgate.	Yes
7. Telescopic cylinders shall have chrome plated cylinder sleeves and plungers.	yes

8. All cylinders are to operate without direct contact with the compacted load.	yes
ELECTRICAL	
1. All electrical wiring shall be color coded and be protected by loom.	yes
2. Electrical harnesses shall be connected with weatherproof automotive-grade electrical connectors.	yes
3. Electrical wires shall be stranded copper type with a SXL covering to remain flexible and resist to deterioration.	yes
4. Electrical wires shall be color coded and numbered for easy identification.	yes
5. Body electrical system shall be protected with its own fuse block.	yes
6. All fuses shall be ATO type.	yes
7. All limit switches shall be water proof to prevent damage from the elements and pressure washing.	yes
8. All lighting shall comply with F.M.V.S.S. #108, with an additional set of two stop, tail and turn lights mounted above the hopper on a light bar.	yes
9. Clearance, backup, stop and directional lights shall be rubber grommet mounted with sealed light housings, lexan lenses, vibration resistant filaments, and unitize sealed quick change connections.	yes
10. A 112 Db backup alarm conforming to current standards must be provided. The alarm must also sound when the tailgate is open.	yes
11. Conspicuity tape shall be applied per ANSI Z245 requirements.	yes

PAINTING	
1. All burrs and rough areas are to be ground smooth and all welds cleaned to remove slag.	yes
2. Prior to application of any coating, all surfaces shall be thoroughly cleaned and conditioned with a phosphate solution.	yes
3. The body shall then be coated with two (2) coats of a self etching epoxy primer.	yes
4. Two finish coats of polyurethane Enamel shall be applied to produce a high gloss finish.	yes
Warranty	
1. One year warranty on the entire unit.	yes
2. Two year warranty on hydraulic cylinders.	3 years
3. Two year extended warranty on hydraulic cylinders.	3 years
4. Bidder shall provide "On-Site" warranty service.	yes
5. Manufacturer will provide complete set of operator/service/parts manuals.	yes
ADDITIONAL REQUIREMENTS	
1. A rear vision camera system shall be provided and include LCD flat screen monitor in cab.	yes
2. An Emergency PTO Stop will be located on the rear of the body.	yes
3. Operators and Parts manuals shall be provided on CD and paper copy.	yes
4. Dual rotary actuated cart tippers shall be center mounted on rear load sill **with control** handles curbside and street side mounted.	yes
5. Dual Strobes front and rear.	yes
6. Smart light system.	yes
7. LED strobes mounted in grill of chassis.	yes
8. A 15,000 lb. Reeving Mechanism with all applicable Hardware must be mounted that is capable of dumping rearload containers up to 8	yes

cubic yards.	
TRUCK CHASSIS REQUIREMENTS	
1.0 **ENGINE:**	YES
1.1 330 H.P. INLINE 6 CYLINDER TURBO DIESEL W/ 1000LB/FT TORQUE. **MINIMUM ENGINE WARRANTY – 24 MONTHS/150,000 MILES**	
1.2 160 AMP ALTERNATOR	
1.3 (3) 12VOLT 2280 CCA BATTERIES	
1.4 18.7 CFM COMPRESSOR	
1.5 115 VOLT BLOCK HEATER	
1.6 ENGINE BRAKE W VARIABLE GEOMETRY TURBO	
1.7 GATES BLUE STRIPE COOLANT HOSES	
1.8 RH OUTBOARD FRAME MOUNTED HORIZONTAL AFTER-TREATMENT DEVICE W RH CAB MOUNTED VERTICAL TAILPIPE.	
1.9 23 GALLON DEF TANK	
1.10 1100 SQUARE INCH RADIATOR	
1.11 SIDE OF HOOD AIR INTAKE AND DONALDSON AIR CLEANER, WITH PRE-CLEANER	
2.0 TRANSMISSION	
2.1 ALLISON 3000 RDS W/ PTO PROVISION AND PUSH BUTTON SHIFT CONTROL ON DASH. WITH 6-SPEED OVERDRIVE OPTION.	
2.2 INTERFACE WIRING AND BODY BUILDER CONNECTOR BACK OF CAB.	
2.3 ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR BACK OF CAB	
2.4 WATER TO OIL TRANSMISSION COOLER	
2.5 SYNTHETIC TRANSMISSION FLUID	
3.0 FRONT AXLE	
3.1 14,700LB FRONT AXLE	
3.2 14,600LB TAPER LEAF SUSPENSION W/ SHOCK ABSORBERS	
3.3 16.5" X 5" Q+ BRAKE SHOES W/ AUTO SLACK ADJUSTERS AND DUST SHIELDS	
4.0 REAR AXLE	

Yes

4.1 30,000LB REAR AXLE, W/ SYNTHETIC LUBE	Yes
4.2 30,000LB VARIABLE RATE MULTI-LEAF SUSPENSION W/ HELPER AND RADIUS ROD	
4.3 17T MAIN DRIVELINE OR EQUIVALENT	
4.4 AXLE RATIO TO BE 6.14 AND ACHIEVE ROAD SPEED OF 68 MPH.	
4.4 16.5" X 7" P CAM BRAKES W/CAST SHOES W/ AUTO SLACK ADJUSTERS AND DUST SHIELDS	
5.0 BRAKE SYSTEM	
5.1 ANTI-LOCK AIR BRAKES	
5.2 BENDIX AD-9 AIR DRYER WITH HEATER AND PULL CABLES ON ALL RESERVOIRS.	
6.0 FRAME AND WHEELBASE	
6.1 210" WHEELBASE OR EQUIVALENT FOR BODY SPECIFIED	
6.2 FRONT TOW HOOKS	
6.3 11/32" X 3-1/2" X 10-15/16" STEEL FRAME OR EQUIVALENT WITH 80KSI	
7.0 FUEL TANKS & EQUIPMENT	
7.1 80 GALLON LH ALUMINUM FUEL TANK	
7.2 FUEL WATER SEPARATOR WITH INDICATOR LIGHT	
8.0 CAB	
8.1 HEAVY DUTY NON-AUTOMOTIVE CAB AND HOOD WITH 60 MONTH / 150,000 MILE WARRANTY.	
8.2 AIR CAB MOUNTS	
8.3 2-1/2 " FENDER EXTENSION	
8.4 BUG SCREEN, LH/RH GRAB HANDLES,	
8.3 DUAL STAINLESS STEEL WEST COAST MIRRORS W/ 8" SPOT MIRRORS	
8.4 DUAL ROUND AIR HORNS	
8.5 HEATER, DEFROSTER, AIR CONDITIONER	
8.6 HIGH BACK AIR RIDE DRIVER SEAT W/ 2-MAN PASSENGER SEAT W/ TOOLBOX UNDERNEATH	
8.7 VINYL SEAT COVERS FOR DRIVER AND PASSENGER	
8.8 CRUISE CONTROL, TACHOMETER, BACKUP	Yes

ALARM, OIL PRESSURE GAUGE	yes
8.9 AM/FM/WB RADIO	
8.10 SOLID STATE CIRCUIT PROTECTION & FUSES	
8.11 2 ½LB FIRE EXTINGUISHER AND TRIANGULAR REFLECTORS	
8.12 TWO CUP HOLDERS IN DASH	
8.13 ELECTRIC WINDSHIELD WIPERS WITH DELAY	
9.0 TIRES AND WHEELS	
9.1 FRONT TIRES: 315R/80R22.5 G291 18 PLY WITH HIGHWAY TREAD – 10 HUB 8 ¼ INCH WIDTH PILOT DISC WHEELS	
9.2 REAR TIRES: 315R/80R22.5 G291 18 PLY WITH HIGHWAY TREAD –8 ¼ INCH WIDTH10 HUB PILOT DISC WHEELS	
GENERAL CHASSIS REQUIREMENTS	
* MUST PROVIDE PARTS/WARRANTY/SERVICE WITHIN 20 MILE RADIUS.	
* MUST PROVIDE PARTS AND SERVICE MANUALS WITH UNIT.	
* MUST PROVIDE STATE AND DOT INSPECTION.	
* MUST PROVIDE ON-SITE DRIVER TRAINING AT TIME OF DELIVERY.	
* MUST PROVIDE TOWING/ROADSIDE SERVICE WARRANTY FOR 4YEARS.	
* SELLING DEALER MUST PROVIDE DIESEL EPA10 SUPPORT FOR BOTH ENGINE AND EXHAUST SYSTEMS.	
* INDICATE NUMBER OF DAY'S PRODUCT SHALL BE DELIVERED AFTER ISSUE DATE OF P.O.	
*MUST INCLUDE EXTENDED WARRANTIES AS LISTED BELOW:	yes

VU

ADDITIONAL CHASSIS REQUIREMENTS

*** Must provide 4yr/150,000 mile engine warranty covering parts and labor to include:**

Major components

- ECM
- Piston, rings, and liners
- Lube oil cooler assembly
- Front gear cover
- Oil pan
- Connecting rod assembly
- Lube Pump assembly
- Camshaft and bushings
- Cam follower assemblies
- Crank shaft assemblies
- EGR cooler, valve and mixer
- Fuel Injectors
- Turbo
- Water pump
- Fuel pump
- Air Compressor
- Select engine sensors

*** Must provide 4yr/150,000 mile engine after-treatment system/emissions control warranty**

*** Must provide 5yr/Unlimited mile transmission warranty**

*** Must provide 4yr/100,000 mile base vehicle chassis warranty to include:**

- Climate Control System
- Cooling system (radistor)
- Suspensions (front and rear)
- Steering system
- Starter & Alternator
- Drivelines
- Chassis wiring and connectors
- Gauges and switches
- Charge air cooler
- Air system
- Braking system
- Interior components

yes

yes

2015 FREIGHTLINER M2 106

2014 LOADMASTER LEBALY3

$144,334 EACH.

Delivery 90-120 days.

TRUCK EQUIPMENT SALES
4700 RANGELINE ROAD
MOBILE, AL. 36619.

SPECIFICATIONS ANSWERED
BY: KEITH BROWN

Keith Brown
5/7/14

LOADMASTER™

100 West Eleventh Avenue
Post Office Box 186
Norway, MI 49870-0186

Phone: (906) 563-9226
FAX: (906) 563-9600
Toll Free: (800) 433-2768
Web Site: www.loadmaster.org

LOADMASTER NEW EQUIPMENT STANDARD 12 MONTH WARRANTY POLICY

Loadmaster Corporation, manufacturer of Loadmaster Refuse Equipment, herein referred to as Loadmaster, warrants for a period of twelve (12) months from the date placed in service by the first purchaser, each refuse collection body manufactured by Loadmaster to be free from defects in material and workmanship when operated for the purpose it was designed, and as described in the applicable operation manual. This warranty extends only to the first owner and shall not extend to any third party.

This warranty allocates the risk of product failure between Loadmaster and the Purchaser. This allocation is recognized by both parties and is reflected in the price. These remedies are the Purchaser's exclusive remedies for breach of this warranty. This warranty shall be subject to all of the provisions, terms and conditions of the Loadmaster Warranty Policy and Procedure Manual in which this warranty is embodied and shall be governed by, and construed in accordance with, the laws of the State of Michigan.

Loadmaster reserves the right, at any time to make changes in the design, material, function, and specifications of its equipment and/or accessories thereof without thereby becoming obligated to make similar changes in such products or accessories that were previously manufactured.

Unless modified in writing and signed by an officer of Loadmaster and the Purchaser, this warranty is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this warranty. No salesman, agent, employee or representative of Loadmaster or any other party is authorized to make any warranty in addition to those made herein. This warranty is not assignable by Purchaser.

LOADMASTER MAKES NO WARRANTY OF PRODUCTS MANUFACTURED BY OTHERS AND SUPPLIED BY LOADMASTER, THE SAME BEING SUBJECT TO WARRANTIES, IF ANY, OF THEIR RESPECTIVE MANUFACTURERS.

LOADMASTER SHALL NOT BE HELD LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE
AS DEFINED IN THE LOADMASTER WARRANTY POLICY AND PROCEDURE MANUAL AND THE UNIFORM COMMERCIAL CODE, THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Before any warranty can be allowed on any new equipment the applicable warranty registration form must be on file with the Loadmaster Warranty Department.

LOADMASTER™

100 West Eleventh Avenue
Post Office Box 186
Norway, MI 49870-0186

Phone: (906) 563-9226
FAX: (906) 563-9800
Toll Free: (800) 433-2768
Web Site: www.loadmaster.org

LOADMASTER STANDARD CYLINDER WARRANTY

LOADMASTER warrants all "rod-type" hydraulic cylinders of its manufacture against operational failure caused by defective material or workmanship, which occurs during normal use within 36 months from the date the product is first, put into service. First year is parts & labor. Years 2 & 3 are parts *only*.

Loadmaster's obligation is to repair or replace free of charge any part of any product that its inspection shows to be defective including the lowest roundtrip transportation charges from Loadmaster's customer to Norway, Michigan, and return, but excluding all transportation cost from dealer to its customer.

LOADMASTER shall not be liable for loss of time, manufacturing cost, labor, material, loss of profits, consequential damages, direct or indirect, because of defective products, whether due to rights arising under the contract of sale or independently thereof, and whether or not such claim is based on contract, tort or warranty.

Written permission for any warranty claim return must first be obtained from authorized LOADMASTER Personnel. All returns must be accompanied with a complete written explanation of claimed defects and the circumstances of operational failure.

PRODUCTS MANUFACTURED OR SOLD BY LOADMASTER ARE NOT WARRANTED EXPRESSLY OR BY IMPLICATION FOR MERCHANTABILITY OR FITNESS OR FOR ANY MEASURE OF SERVICE OR SUITABILITY OR FOR A SPECIFIC PURPOSE NOTWITHSTANDING ANY DISCLOSURE TO LOADMASTER OF THE USE TO WHICH THE PRODUCT IS TO BE PUT. THIS EXPRESS WARRANTY IS THE SOLE WARRANTY OF LOADMASTER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE WARRANTY HEREIN EXPRESSLY SET FORTH. THE SALE OF PRODUCTS OF LOADMASTER UNDER ANY OTHER WARRANTY OR GUARANTEE EXPRESS OR IMPLIED IS NOT AUTHORIZED.

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 8, 2014, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following, to-wit:

TWO (2) TRUCK MOUNTED 20 CUBIC YARD REAR LOADER REFUSE COLLECTION TRUCKS

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 "BID" 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 8th day of April, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett (DC)

CITY CLERK

(SEAL)

City of Hattiesburg, MS

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

Master

File Number: 2014-1135

File ID: 2014-1135 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/14/2014

Brief Title: Acknowledge Bids received May 8, 2014 for Ten Automated Side Loader Refuse Collection Trucks and accept the bid from Sansom Equipment as the lowest and best received

Final Action:

Minute Book Number: MB2014-146

Title:

Acknowledge Bids received May 8, 2014 for Ten Automated Side Loader Refuse Collection Trucks and accept the bid from Sansom Equipment as the lowest and best received that meets the City's advertised specifications per attached memorandum from Larry Barnes, Public Works Director

Notes:

Sponsors:

Enactment Date:

Attachments: 05-20-Accept Side Loader, 05-20-Ingram Side Loader, 05-20-Tri State Side Loader, 05-20-Truck Equipment Sales Side Loader, 05-20-Waters Side Loader, executed 05-20-Accept Side Loader

Enactment Number:

Contact:

Meeting Date: 05/20/2014

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014					

Text of Legislative File 2014-1135

Title

Acknowledge Bids received May 8, 2014 for Ten Automated Side Loader Refuse Collection Trucks and accept the bid from Sansom Equipment as the lowest and best received that meets the City's advertised specifications per attached memorandum from Larry Barnes, Public Works Director

Summary

Acknowledge Bids received May 8, 2014 for Ten Automated Side Loader Refuse Collection

Trucks and accept the bid from Sansom Equipment as the lowest and best received

MEMORANDUM

TO: Verlina Underwood, Purchasing

FROM: Larry Barnes, Public Works Director

DATE: May 12, 2014

SUBJECT: Ten (10) Automated Side Loader Refuse Collection Trucks

I have reviewed the bid comparisons from Ingram Equipment Company, LLC, Tri-State Truck Center, Waters International Trucks, Inc., and Truck Equipment Sales, Inc.; and they do not meet the bid requirement. If we were to consider their bid, the specifications would have to be reworked and the bid process started over.

The bid from Sansom Equipment Company does appear to meet the specifications according to the bid review provided. Since it meets the specifications and is the best price, I recommend we accept this bid of $199,703.00 for each automated side loader refuse collection truck.

Should you have additional questions or concerns, please contact me at 601-545-4648.

LB/jb

BID TABULATION

ITEM: TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCKS

BIDS RECEIVED: MAY 8, 2014

VENDOR	TOTAL PRICE
Sansom Equipment Company 7760 Highland Avenue Mobile, AL 36608	$199,703.00 each
Ingram Equipment Company, LLC 11 Monroe Drive Pelham, AL 35124 Does not meet specifications	$214,683.00 each
Tri-State Truck Center 2696 Sellers Drive Meridian, MS 39302 Does not meet specifications	$248,987.53 each
Waters International Trucks, Inc. 80 S & K Drive Hattiesburg, MS 39402 Does not meet specifications	$224,229.04 each
Truck Equipment Sales, Inc. 4700 Rangeline Rd. Mobile, AL 36691 Does not meet specifications	$201,817.00 each

SANSOM Equipment Company
7760 Highland Avenue Mobile, AL 36608

May 7, 2014

City of Hattiesburg,

The Bid that we submitted meets and/or exceeds the specifications set forth in this bid proposal. If you have any questions or concerns, please don't hesitate to call or email me.

We are also including consignment parts at the City garage. They are to include: prox. Sensors, arm chains, joystick for arm, (1) Set of precut hydraulic lines for arm.

Regards,

Josh Stringer

PHONE FAX CELL EMAIL WEB

VD

QUOTE

QUOTE #	201400375
DATE	3/5/2014

SANSOM Equipment Company

City of Hattiesburg

TO Larry Barnes
P.O. Box 1898
Hattiesburg, Mississippi, 39403
(601) 674-1596

Blake McCool
(318) 955-0363
blake@secequip.com

QUOTE STATUS	FREIGHT	PAYMENT TERMS	DELIVERY IN DAYS
General Quote	Included	Net	Approx. 180 Days

QTY	DESCRIPTION
1	24 yd Dump -Complete Mount, Front Mount Tandem Vane Pump, All LED Body Lights, including reverse and license plate, (2) Round Strobe Lights Upper Tailgate, 10 lb. Fire Extinguisher, Triangle Kit, Dual Camera 5.6 LCD (Rear View and Bulkhead facing hopper), Standard Acrylic Paint White, ARM Powder Coat Yellow, Zinc Plated Tubes, Induction Hardened Pack Cylinders with Scrapers, Quick Disconnect Port for Pressure Gauge, Arm Joystick on Console, 1 year warranty on Body, Arm, Hydraulics Standard, 2 year warranty on cylinders.
1	3-Year Arm Warranty (cylinders not included)
1	3-Year Hydraulic Warranty (cylinders not included)
1	3-Year Body Warranty
1	Precrusher Panel
1	3-Year Cylinder Warranty
1	Hopper Access Ladder
1	Arm Controls Rocker Switches Under Seat
1	Strobe Light Package (Integrated Strobe System) ((2) round lights mounted lower tailgate)
1	Strobe Light (Surface Mount)
1	Halogen Work Lights (1 Light in Hopper and 1 curbside toward arm)
1	Arm Cycle Counter

1	2015 Freightliner Conventional Cab Chassis with Dual Sitdown Drive
	Four (4) year chassis, engine, and transmission warranty included in chassis price

TOTAL	$199,703.00

each

Does Not Include any Federal, State, or Local Taxes

To accept this quotation, sign here and return: _____

Thank You For Your Business!

LOCATIONS:

☆ TRADE IN INFO IS Attached

☆ WE MEET ALL SPECIFICATIONS

SPECIFICATIONS FOR: TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODIES FOR THE HATTIESBURG PUBLIC WORKS DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

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, May 8, 2014, 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
TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODIES FOR THE HATTIESBURG PUBLIC WORKS DEPARTMENT
SUBMITTED BY 10:00 A.M. MAY 8, 2014

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 8th day of April A. D., 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

One or More
Automated Side Loader Refuse Collection Truck Body

SUGGESTED BID SPECIFICATIONS
Bidder Shall Complete the Following
If No, State Specifically the Item being Offered

Meets Specifications:

YES NO

Section 1 APPLICATION

1.1 It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body. yes

1.2 The capacity shall be 24 cubic yards, exclusive of the hopper. yes

1.3 Features standard to this unit will be furnished by the successful bidder. Body shall conform in strength, quality of material, and workmanship to that provided by the best engineering and manufacturing practices of the industry. yes

1.4 All equipment shall be new model design, assembled and ready for operation at the time of delivery. yes

1.5 Bidders shall attach a statement that the unit meets or exceeds these specifications and/or list any exceptions fully and accurately. yes

Section 2 GENERAL

2.1 Refuse body will have a capacity of 24 cubic yards, exclusive of the hopper. yes

2.2 Packer body capable of packing 900 pounds per cubic yard of dry household trash. yes

2.3 Hopper shall have a minimum capacity of 6 cubic yards. yes

2.4 Packer must meet all applicable standards. Yes

Section 3 BODY CONSTRUCTION (The following specifications are minimums.)

3.1 The body shall be all welded construction. yes

3.2 Body wall thickness is 10 gauge Hardox 450, 174,000 psi strength.

yes

3.3 Body roof thickness is 10 gauge, 80,000 psi. yes

3.4 Body floor is 7 gauge AR 235, 70,000 psi. yes

3.5 Sides, front and rear to be reinforced for strength requirements. yes

3.6 Reinforcement design and characteristics dependent upon construction methods used, but they must be certified to meet the specified compacting requirements without body distortion. yes

3.7 Unit shall have a shovel holder. yes

3.8 Unit shall have a clean out tool. Unit shall have dual cleanout doors with a dimension of 12" x 16" each. yes

Section 4 BODY DIMENSIONS

4.1 Body height above truck frame is not to exceed 108". yes

4.2 Outside width of the body is not to exceed 96". yes

Section 5 HOPPER

5.1 The hopper shall have a minimum capacity of 6 cubic yards. yes

5.2 The hopper floor shall be a minimum of 1/4" AR 400 abrasion resistant steel. yes

5.3 The hopper sides are to be a minimum of 1/4" AR 400 abrasion resistant steel. yes

5.4 A hydraulic crusher panel will be furnished to prevent refuse loss during transport. yes

5.5 A ladder or foot supports with grab handles shall be designed to meet OSHA standards and provide easy access to the hopper area. yes

5.6 The hopper shall have a minimum displacement rate of 5.4 cubic yards per minute. yes

Section 6 PACKING MECHANISM

6.1 The packing panel is to be 3/8" 50,000 psi steel. yes

6.2 The packing mechanism is to retain compacted material in the body. yes

6.3 Length of the packing cycle is to be determined by proximity switches. When the Auto Pack feature sees maximum pressure 3 consecutive times it shuts off indicating that the packer is full. yes

6.4 Packing features are dependent upon each manufactures design, but must be capable of accomplishing the requirements set forth in these specifications. It must also fulfill the operational claims made by the manufacturer. yes

6.5 Packing shall complete a pack cycle in a maximum of 20 seconds at idle speed. yes

6.6 Packing cylinder sleeves are chrome plated single stage cylinders. Cylinder dimensions are cylinder bore diameter is 4 1/2", cylinder rod diameter is 3", and stroke length is 43". yes

Section 7 LIFTING AND GRIPPING MECHANISM

7.1 The lifting mechanism shall be capable of gripping, lifting, raising, and dumping containers from 36 to 110 gallons with the use of a joy stick. The joy stick shall be conveniently located to the left of the operator. An ergonomically designed padded armrest shall be provided to support the operator's arm during operation. yes

7.2 The arm will consist of three main horizontal mast sections, one vertical lift section with 2 arms. yes

7.3 The inner mast section will be constructed of 2 C channels with a web thickness of .5512", height of 6.189" and a leg width of 2.409". Both channels shall be 78.25" long. yes

7.4 The middle C channels shall be of the same material only 84"long. yes

7.5 The main outer mast assembly shall be constructed of 2 C shaped channels with a web thickness of .6378", height of 6.890" and a leg width of 2.5937" These channels shall be 83.75" long in length. yes

7.6 There will be 6 combination bearings that the mast assembly rides on. The bearing surfaces must be of a 62 Rockwell hardness on the C scale. yes

7.7 The main vertical mast shall be made from 6" x 8" 3/16 thick tube. yes

7.8 There will be 2 lift arms 1" thick, 3.475" wide, and approximately 26" long made from T-1 steel. yes

7.9 The lifting mechanism must be mounted to the chassis. Lifting mechanism's mounted to the body will not be acceptable. yes

7.10 The mechanism shall be spring steel and have the capability of gripping containers within the range previously mentioned without having to change grip arm configurations. yes

7.11 Gripping force is to be adjustable to provide container retention and also for limiting the radial force applied to prevent container damage. yes

7.12 Lifting mechanism shall be capable of a complete cycle, which includes grip, lift, dump, undump, lower, and ungrip in a maximum of 8 seconds. yes

7.13 The mechanism shall be capable of lifting, raising, dumping, and returning containers from any position within its reach. yes

7.14 The mechanism shall incorporate serviceable bearings at the grip, pivot, and extension-retraction points to ensure smooth operation and long service life. yes

7.15 The "reach" of the mechanism shall extend a minimum of 144" from its fully retracted to pivot, and extension-retraction points to ensure smooth operation and long service life. yes

7.16 The mechanism will be capable of lifting 1,000 lbs. at 12 feet to which the arm is extended. **"Note" The "Bidder" shall provide "Certification" of this capability with their bid.** yes

7.17 The container shall be tilted a minimum of 45 degrees past horizontal to provide for full dumping. yes

7.18 Arm shall use chains to lift container. yes

7.19 Arm shall also have rocker switches mounted under the RH seat to operate arm from standing outside of chassis. yes

7.20 Arm cycle counter to be included yes

Section 8 TAILGATE

8.1 The tailgate is to be hinged at or above the roofline using high strength steel hinges it is to be raised for load dumping by 2 double acting

cylinders mounted on the outside of the tailgate. These cylinders shall be of a design that will prevent rapid lowering of the tailgate in case of a hydraulic component failure. yes

8.2 The tailgate cylinders shall have chrome plated rams. Cylinder dimensions will be 3" bore diameter, 2" ram, and a 30" stroke. yes

8.3 The tailgate is to be released and locked with no moving parts other than the two (2) primary lift cylinders and associated locking mechanisms. yes

8.4 A gasket is to be affixed to the tailgate to provide a watertight seal between the body and tailgate. yes

8.5 The tailgate must be equipped with a tailgate ajar switch with audible and visible warning devices fixed in the cab which comply with ANSI standards and warns when the tailgate is partially to completely open. yes

8.6 Body hinge structures must be of proper design, materials, and construction to support the tailgate. yes

8.7 Tailgate maintenance safety props shall be provided. yes

8.8 Tailgate bubble is Hardox 450, 174,000 psi, tailgate sides are 10 gauge 80,000 psi. yes

Section 9 EJECTION-DUMPING SYSTEM:

9.1 Dumping is to be accomplished by raising the body. yes

9.2 Dumping shall be done by means of a single telescoping, center mounted, hydraulic cylinder capable of lifting the box when compacted to maximum capacity. Hoist cylinder is a Nitrate treated, 4 stage cylinder, with a 180" stroke. Bore diameter of the cylinder from largest to smallest is 6 ½", 5 ½", 4 ½", 3 ½". yes

9.3 The body dump angle shall be such that all refuse in the box will be removed without sticking or bridging. Body dump angle is 45 degrees. yes

9.4 All dumping controls will be a basic control panel system that is cab mounted. Control panel must be interlocked with a manual override to prevent accidental refuse discharge. yes

9.5 All ejection/dumping controls shall be operated from inside the cab. yes

Section 10 HYDRAULIC SYSTEM:

10.1 The hydraulic system is composed of 2 vane pumps, one for body functions, and one for arm functions. Pumps have a common suction. Hydraulic pump model is Denison T6DC. D cartridge is for body function, C cartridge is for arm function. The hydraulic pressure body line shall be made up of a Denison Eco System with a 12 volt DC in line mounted solenoid which diverts the flow back to the Inlet when the pump is not engaged and a flow control block which diverts excess flow back to the Inlet. Body functions pump maximum flow is 30 gpm @ 700 rpm. Arm functions pump maximum flow is 22 gpm @ 700 rpm. Hydraulic system pressure relief for the body is 2500 psi and for the arm it is 2000 psi. yes

10.2 Pump capacity shall not be less than 52 gpm @700 rpm. yes

10.3 Factory installed relief valves shall be incorporated into the system and set at 2500 psi for body functions and 2000 psi for Arm functions. yes

10.4 A 10 micron absolute filter is installed in the return line. yes

10.5 Hydraulic tank is to be frame mounted and equipped with a 10 micron breather element and eye level sight gauge. Tank location will be determined by body configuration. yes

10.6 Hydraulic reservoir tank capacity must be at least 78 gallons. yes

10.7 Hydraulic system must contain cylinders capable of performing the Operational requirements set forth in these specifications. yes

10.8 Hydraulic hoses are to be SAE approved construction with hose burst pressure 4 times working pressure and have protective coverings. yes

10.9 Hydraulic control assemblies must be located so that at no time or load Condition it becomes necessary to remove the load to service these components. yes

10.10 All cylinders must have the latest design sealing materials. yes

10.11 Unit must have protective cover on pack manifold. yes

Section 11 CONTROLS:

11.1 All compactor operating controls are to be located in the truck cab and mounted for operator convenience and comfort. yes

11.2 Warning signals shall be incorporated into all circuits monitoring abnormal compactor operations. yes

Section 12 LIGHTING AND WIRING:

12.1 All lights and reflectors shall be in accordance with Federal and State I.C.C. Motor Vehicle Safety Standards. yes

12.2 Provisions will be made for maximum visibility and may include 2 red stop-tail lights, 2 red turn-tail lights, and an I.D. cluster. All lights must be L.E.D. yes

12.3 A lighted license plate bracket will be provided. yes

12.4 Unit must include arm, hopper, and side mounted work lights. yes

12.5 Unit must include 2 tailgate work lights and 4-inch amber strobe lights plus alternating flashing lights. yes

Section 13 PAINTING:

13.1 All components will be properly cleaned prior to priming. yes

13.2 All burrs and rough spots are to be removed. yes

13.3 Two (2) coats of rust inhibiting primer are to be applied prior to the finish coat. yes

13.4 Final coat to be high gloss white. yes

Section 14 CAMERAS:

14.1 Two (2) Color Cameras will be provided: 1st placed in the rear for use as a backup camera. 2nd placed to monitor hopper area. yes

14.2 Color Camera monitor shall be mounted in the cab and be fully adjustable flat screen type with split screen option so all camera views can be displayed at one (1) time and automatically switch to full screen backup camera when unit is shifted to reverse. yes

14.3 The Cameras' shall be Safety Vision yes

14.4 Protective cases shall be provided for the cameras. yes

14.5 All Cameras' shall have shields to minimize sun glare. yes

Section 15 WARRANY & OTHER:

15.1 Two complete sets of operators, parts, and service manuals will be **supplied for truck chassis and refuse body. Mechanic training and operator training for a minimum of two days. Also bidder is responsible for any new employee operator or mechanic training in the future (up to three years) at no charge to the City**

yes

15.2 Body to have Three Year Warranty on Body, Cylinders, Hydraulics, and Arm yes

15.3 On Site Warranty at City Garage yes

14.3 Quarterly Maintenance Inspection at City garage for Three Years yes

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc. yes

14.5 Bidder must have a certified service/parts facility with minimum of three certified mechanics within 100 miles of City garage. Facility must not be a subcontracted facility. Must be operated by bidder. yes

Mobile, AL

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc. yes

Conventional Chassis Specifications

	YES	NO
CHASSIS SHALL HAVE DUAL SITDOWN DRIVE WITH ALL GAUGES.	yes	
GVWR SHALL BE 46,000 LBS.	yes	
CUMMINS ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM.	yes	
(2) 2250 CCA BATTERIES	yes	
SIX (6) GALLON DEF TANK	yes	
1200 SQ INCH RADIATOR	yes	
1350 FLANGE ADAPTER FOR FRONT MOUNT PUMP WITH 24" FRONT FRAME EXTENSION	yes	
CHASSIS SHALL 160 AMP ALTERNATOR WITH REMOTE BATTERY VOLT SENSE.	yes	
TRANSMISSION SHALL BE AN ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION.	yes	
SYNTHETIC TRANSMISSION FLUID	yes	

CHASSIS SHALL INCLUDE DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE.	yes	—	
FRONT BRAKES SHALL BE MERITOR 16.5X6 Q+ CAST SPIDER CAM, DOUBLE ANCHOR, FABRICATED SHOES.	yes	—	
16,000LB TAPERLEAF FRONT SUSPENSION.	yes	—	
30,000LB U-SERIES SINGLE REAR AXLE.	yes	—	
6.14 REAR AXLE RATIO	yes	—	
REAR BRAKES SHALL BE MERITOR 16.5X7 P CAM, DOUBLE ANCHOR, CAST SHOES.	yes	—	
30,000LB FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD.	yes	—	
AUTOMATIC REAR SLACK ADJUSTERS	yes	—	
AIR DRYER WITH HEATER	yes	—	
CAB TO AXLE – MEET BODY REQUIREMENTS		yes	—
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	yes	—	
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT.	yes	—	
80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK – LH	yes	—	
315/80R24.5 20 PLY RADIAL FRONT TIRES	yes	—	
11R24.5 16 PLY RADIAL REAR TIRES	yes	—	Exceed - 315/80R22
WHEELS 22.5X9 10-HUB PILOT 5.25 INSET 5-HAND HD STEEL DISC FRONT WHEELS.	yes	—	
WHEELS 22.5X9 10-HUB PILOT 5-HAND HD STEEL DISC REAR WHEELS.	yes	—	
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB.	yes	—	
AIR CAB MOUNTS	yes	—	
14" AIR HORN	yes	—	
CHASSIS SHALL HAVE (5) AMBER MARKER LIGHTS.	yes	—	
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS.	yes	—	
RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS.	yes	—	
DUAL WEST COAST MIRRORS HEATED MIRRORS	yes	—	

Driving The Difference.

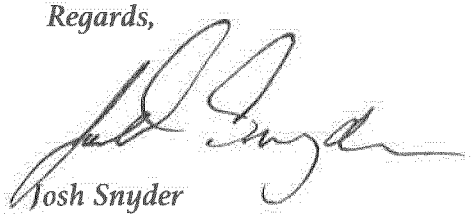
May 7, 2014

City of Hattiesburg

The New Way Sidewinder Automated Arm is certified to withstand 1,000 lbs. @ 12 ft. This is at complete extension of the arm.

Any questions feel free to call me to discuss.

Regards,



Josh Snyder

Regional Sales Manager
515-971-1201

WARRANTY



Refuse bodies manufactured by Scranton Mfg Company Inc., also known as "New Way", are sold with a Limited Warranty that shall remain free from defects in workmanship and/or material for a period of thirty-six (36) months from the date of original sale under reasonable conditions of use and operations, providing required planned maintenance services are performed. If a failure should occur during warranty period due to such defect in the opinion of the Company, the component or part shall be repaired or replaced by an authorized New Way Dealer at no cost to the owner provided the unit is brought to the distributor's service facility. Adjustments or the replacement of wear/expendable components are not considered warranty. This limited warranty is the sole and exclusive warranty of New Way.

THE COMPANY MAKES NO WARRANTY AS TO MERCHANTABILITY, FITNESS FOR USE, LEGALITY OF OPERATION IN ANY JURISDICTION, OR ANY IMPLIED WARRANTY OF ANY KIND OR NATURE. THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, OTHER THAN ITS LIMITED WARRANTY OF REPLACEMENT HEREIN. NO OTHER PERSON, FIRM, OR CORPORATION CAN BIND THE COMPANY TO ANY WARRANTY OTHER THAN ABOVE STATED.

To validate the new unit warranty, an authorized New Way Dealer must have completed a pre-delivery inspection before the unit is placed into service and the pre-delivery inspection form must be signed by both the customer and the distributor and submitted to Scranton Mfg., within two (2) weeks of delivery date to customer.

Because New Way products are engineered to work only with genuine New Way parts, this limited warranty will be void and of no effect if: (a) Company products are modified other than as done at its factory or as authorized to be done by New Way in writing or (b) Parts or assemblies of any other manufacturer are used as substitutes for genuine New Way parts.

New Way manufactured replacement parts, components, and assemblies are also sold under a Limited Warranty to be free from defects in workmanship or material for a period of six (6) months. This is a part replacement only warranty and the item must be returned to the New Way Dealer for exchange. The labor and shipping cost to replace the parts shall be the responsibility of the customer. There is no warranty on expendable items, wear components, or used parts.

Scranton Manufacturing reserves the right to redesign and/or discontinue the manufacture of parts, components, and assemblies at any time.

REFUSE INSPECTION REPORT

Comments _____

Customer Name _____

Address _____

SERIAL # _____

Date _____

HYDRAULICS

Function of gauges	
Panel / Switches	
PTO/ Front Mount Pump	
Main Pressure	
Switches/ Side to Side	
Hydraulic Levers	
Hydraulic Filter	
Hydraulic Oil	

SWEEP BLADE

Sweep Cylinders	
Seals	
Rollers/Shoes	
Grease Points	
Hydraulic Hoses	
Pins & Bushings	
Sweep Blade	

OPTIONS

Cart Tippers	
Hydraulic Cart Tippers	
Container Device	
Winch	
Reeving Cylinder	
Pins & Bushings	
Grease Zerks	
Camera Systems	
Strobe Lights	
Flood Lights	

FRONT LOADER (If Applicable)

Front Forks	
Raise Arms	
Raise Cylinders	
Grease Zerks	

PACKER BLADE

Packer Cylinders	
Seals	
Rollers/Shoes	
Grease Points	
Hydraulic Hoses	
Pins & Bushings	
Packer Blade	

EJECTION SYSTEM

Ejection Cylinder	
Pins & Bushings	
Rollers/Shoes	

AUTOMATED ARM (If Applicable)

Arm	
Grabbers	
Raise Cylinder	
Extend Cylinder	
Grabber Cylinders	
Grabber Rubber	
Grease Zerks	
Hydraulic Tubing	
Chains	

TAILGATE

Rear Door Seal	
Welds	
Hopper Floor	
Hopper Sides	
Tailgate Cylinders	
Pins & Bushings	

LIST ALL HYDRAULIC PRESSURES

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

GREASE ZERKS

Entire System _____

CODES:	
Y	OK
A	ADJUST
R	REPAIR/REPLACE
F	FUTURE NEEDS
N	NOT APPLICABLE

TECHNICIAN COMMENTS / SUGGESTED REPAIRS: _____

_____

_____

_____

_____

INSPECTED BY _____

_____

Signature

_____

Customer Signature

REFUSE INSPECTION REPORT

Comments _____

Customer Name _____

Address _____

SERIAL # _____

Date _____

Lubrication Chart Body

Tailgate Upper Cylinder Pins	
Tailgate Hinges	
Crusher Panel Hinges	
Crusher Panel Cylinder Pin	
Hopper Door Hinges	
Packer Front Pins	
Body Hoist Pins	
Pump Drive Shaft "U" Bolt	
Follower Panel Rollers	
Packer Wear Pins	
Crusher Panel Cylinder Pin	
Tailgate Lower Cylinder Pins	
Tailgate Locking Mechanism	
Tailgate Pins	
Body Hinges	
Hopper Side Walls	
Floor Guides	

Lubrication Chart Arm

Gripper Right Pivot	
Gripper Cylinder Rod End	
Gripper Cylinder Bushing	
Gripper Left Pivot	
Gripper Leveling Rod Pivot	
Arm Inner Wear Plate	
Arm In/Out Cylinder Rod End	
Arm In/Out Cylinder Bushing	
Gripper Up/Down Cylinder Rod End	
Gripper Up/Down Cylinder Bushing	
Chains	
Tilt Pivot Bushing	

CODES	
Y	OK
A	ADJUST
R	REPAIR/REPLACE
F	FUTURE NEEDS
N	NOT APPLICABLE

TECHNICIAN COMMENTS / SUGGESTED REPAIRS: _____

INSPECTED BY _____

Signature

Customer Signature

EMPIRE TRUCK SALES,LLC

04/01/06

Scheduled Maintenance A/B Form

RO Number _____ Unit Number _____ Tech Number _____

Customer Name _____ Mileage _____

[X] Complete [R] Repairs Needed [NA] Non-Applicable ■ Does Not Apply

PAGE #	TASK #	A	B	Description	Follow Up Suggested
1	1			Check Windshield (s) Condition & State Inspection	
	2			Check Condition of Mirrors	
	3			Check Operation of Air Horn & Electric Horn	
	4	■		Check Steering Wheel Free Play	
	5	■		Check Operation of Low Air Warning System	PSI On- PSI Off-
	6	■		Check Operation of Seats and Restraints	
	7	■		Check Cab Interior for Damage	
2	8	■		Check Operation of Doors / Windows	
	9	■		Check Operation Gauges Oil Press _____ Volts_____	
	10			Check Wiper Blade / Arm Condition / Operation	
	11	■		Check Operation of HVAC System Cycle Temp _____	
	12	■		Check Engine Brake Operation	
	13			Check all Interior Lighting	
	14			If Applicable: Print ECM Trip Summary	
	15	■		Check Fire Ext. Charge / Reflector Kit	
3	16			Check Cab Exterior for Damage	
	17			Check Exterior Lighting / Trailer Cord	
4	18			Check Park Brake Operation	
	19			Check Windshield Washer Fluid Level	
	20	■		Check Hood Springs / Cables / Latches	
5	21			Change Oil and Oil Filter (s)	
	22			Change Fuel Filter (s)	
	23			Check Air Cleaner Element or Filter Minder	
6	24	■		Check Coolant Level	
	25	■		Change Coolant Filter	
	26			Check Coolant Level and Protection Freeze _____	
	27			DCA _____	
	28			Record Engine Oil Pressure @ Idle / Rated RPM	
7	29			Check Drive Belts / Adjust if Needed	
	30			Check Power Steering Fluid Level	
	31			Check for Leaks	
	32			Check Condition of Hoses / Water Pump / Fan Hub	
8	33	■		Check Starting / Charging / Batteries	
	34	■		Check Alt. & Alt. Mounts	
	35			Check Clutch Free Travel / Operation	
9	36	■		Check Steering Components	
	37			Grease Steering Components	
	38	■		Check Air Compressor	

PAGE #	TASK #	A	B	Description	Follow Up Suggested
	39			Check Service Brake	
9	40			Check Drum / Shoe / Pads	
	41			Check Service Brake Chamber / Stroke	
10	42			Check for Leaks / Tubing and Hoses / Trailer Hose	
	43			Drain Air Tanks, Note Moisture Content	
	44			Check Complete Exhaust System	
	45			Check Fuel Tanks / Caps	
	46			Check for Leaks	
	47			Check Electric Brakes	
11	48			Check Hydraulic Brakes	
	49			Check Vacuum Systems	
	50			Check U Bolt Torque	
	51			Check Driveline	
12	52			Check Air Ride Height	
	53			Check Lube Level of all gear boxes	
	54			Check 5th Wheel Mount and All Coupling Devices	
	55			Mud Flap Hangers & Brackets	
	56			Grease Chassis	
13	57			Grease 5th Wheel	
	58			Check Spring Assembly / Shocks	
	59			Check Torque, Radius or Tracking Components	
	60			Check Frame Members	
	61			Check Trans. & Engine Mounts / Bell Housing Bolts	
	62			Check Rims / Lugs	
	63			Check Tire Condition / Mismatch	
14					
	64			Record Tread Depth / PSI	
	65			Adjust PSI to Spec	
	66			Remove Fingerprints / Hand Prints	
	67			Steam Clean Engine / Chassis	

DO NOT ADJUST RADIO STATION OR SETTINGS!!!!!

Inspecting Technician's Signature

	PSI	Depth	Condition
LF			
RF			
LFRO			
LFRI			
RFRO			
RFRI			
LRRO			
LRRI			
RRRO			
RRRI			

Cummins Protection Plan I For 2013 Products

Coverage

This Extended Coverage Plan (Plan) is available to be purchased for all eligible Cummins Engines used in automotive applications marketed for use in the United States* and Canada under the trademark "Cummins", "Cummins ReCon®" or "Cummins Westport". This Plan covers failures of the following Engine components which result, under normal use and service, from defects in Cummins material or factory workmanship (Covered Failure):

- Brake Assembly
- Housing
- Bushing
- Rocker Lever
- Roller Pin
- Roller
- Piston
- Crosshead
- Crosshead Pin
- Camshaft Assembly
- Camshaft Bushing
- Crankshaft Assembly
- Crankshaft Bearing
- Cylinder Block Assembly
- Main Bearing Cap Bolt
- Cylinder Head Assembly
- Cylinder Head Capscrews
- Cylinder Head Gasket
- Valve Cover and Gasket
- Valve Collet
- Valve Crosshead
- Valve Guide
- Valve Guide Seal
- Valve Rotator
- Valve Spring
- Valve Spring Retainer
- Exhaust Valve
- Exhaust Valve Seat
- Intake Valve
- Intake Valve Seat
- Front Gear Cover Assembly
- Gear Housing
- Gear Cover and Housing Gasket
- Gear Train Gears
- Crankshaft Gear
- Camshaft Gear
- Camshaft Idler Gear
- Accessory Drive Gear
- Air Compressor Idler Gear
- Fuel Pump Drive Gear
- Lube Pump Drive Gear
- Lube Pump Idler Gear
- Main Idler Gear
- Water Pump Drive Gear
- Intake Manifold Castings
- Aftercooler Housing
- Aftercooler Cover
- Rocker Assembly
- Rocker Lever
- Rocker Shaft
- Socket
- Valve Push Rod
- Fuel Pump
- Coolant Temperature Sensor
- EGR Temperature Sensor
- Water-In-Fuel Sensor
- Intake Manifold Temperature Sensor
- Intake Manifold Pressure/ Temperature Sensor
- Valve Tappet
- Adjusting Screw and Nut
- Throttle Plate Actuator
- Oil Cooler Assembly
- Oil Cooler Core and Gasket
- Oil Cooler Housing
- Oil Filter Base and Gasket
- Oil Pan
- Oil Pump Assembly
- Cylinder Kit
- Piston
- Piston Ring
- Wrist Pin and Retaining Clip
- Liners and Liner Packing
- Piston Cooling Nozzle
- Connecting Rod Assembly
- Rod
- Rod bearing
- Rod Cap
- Rod Bolt and Nut
- Cam Followers
- ECM
- EGR Cooler, Valve, Mixer
- Turbocharger
- Water Pump
- Injectors
- Air Compressor
- Engine Position Sensor
- Turbocharger Speed Sensor
- Fuel Pressure Sensor
- Fuel Temperature Sensor
- Camshaft Positions Sensor
- Oil Pressure/Temperature Sensor
- Exhaust Pressure Sensor
- EGR Differential Pressure Sensor
- Ambient Air Pressure Sensor
- Crankcase Breather Sensor
- Low Fuel Pressure Regulator

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Covered Failure.

Cummins will pay for the lubricating oil, antifreeze, diesel exhaust fluid, filter elements and other maintenance items that are not reusable due to a Covered Failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Covered Failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of this Plan, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Covered Failure and make the Engine available for repair by such facility. Owner is also responsible for delivering the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for all towing and/or travel expenses incurred as a result of a Covered Failure.

Owner is responsible for the cost of lubrication oil, antifreeze, filter elements, belts, hoses and other maintenance items provided during covered repairs unless such items are not reusable due to the Covered Failure.

Owner is responsible for the communication expenses, meals, lodging and similar costs incurred as a result of a Covered Failure.

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Covered Failure.

Owner is responsible for the cost to investigate complaints unless the failure is caused by a defect in Cummins material or factory workmanship.

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013	max. 15 parts per million
EPA Tier 4 Interim / Final	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 10 parts per million

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems, improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil or fuel or by water, diesel exhaust fluid, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

This Plan does not apply to accessories supplied by Cummins which bear the name of another company. Such non-Warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, non-Cummins fan drives, Engine compression brakes and exhaust brakes.

Cummins branded alternators and starters are not covered by this Plan.

Aftertreatment component failures are not covered by this Plan.

Failures resulting in excessive oil consumption are not covered by this Plan.

Low Fuel Pressure Regulator covered component applies to the ISL G and ISX12 G Engines only.

Parts used to repair a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Covered Failure under this Plan assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder. This Plan is transferable to subsequent Owners of the Engine by notifying a Cummins Distributor within 90 days of the transfer of ownership.

This Plan does not duplicate other Coverages applicable to the Engine

Fees paid for this Plan are not refundable

Coverage purchase must be documented on a Cummins assurance Plan Certificate. The Certificate must be signed and dated by the customer

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EXCEPT FOR THE PUBLISHED CUMMINS WARRANTIES, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PUROSE.

* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Coverage I.D.: DC1

Coverage I.D : GT1

Cummins Aftertreatment Assembly For 2013 Products

Coverage

This Extended Coverage Plan (Plan) is available to be purchased for all eligible Cummins diesel Engines used in automotive applications marketed for use in the United States* and Canada under the trademark "Cummins". This Plan covers failures of the Aftertreatment Assembly which result, under normal use and service, from a defect in Cummins material or factory workmanship (Covered Failure)

NOx Sensor Probe	NOx Sensor Module
NH3 Sensor Probe	NH3 Sensor Module
DPF Temperature Sensor (Module & Probe)	SCR Temperature Sensor (Module & Probe)
Aftertreatment Temperature Sensor Connector	Aftertreatment Diesel Exhaust Fluid Dosing Unit
Decomposition Tube	Aftertreatment Selective Catalyst Reduction (SCR) Catalyst
Aftertreatment Diesel Exhaust Fluid Dosing Valve	Aftertreatment Differential Pressure Sensor Body Mounting Hardware
Aftertreatment Fuel Pressure Sensor Body	Aftertreatment Fuel Pressure Sensor O-Ring
Aftertreatment Wiring Pigtail	Ammonia Sensor
Aftertreatment Differential Pressure Sensor Body	Aftertreatment Differential Pressure Sensor Bracket
Catalytic Convertor Particulate Filter	Aftertreatment Injector (Heavy Duty only)
SCR/DPF Temperature Sensor Interface Module Mounting Hardware	Aftertreatment Fuel Supply Line
Aftertreatment Fuel Return Line	

This Plan begins at the expiration of the Cummins Base Engine Warranty period applicable to the Engine. Coverage ends at the time, miles (kilometers) or hours specified on the accompanying Certificate, whichever occurs first. **AS MEASURED FROM THE CUMMINS BASE ENGINE WARRANTY START DATE**.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Aftertreatment Assembly resulting from a Covered Failure, according to progressive damage limits.

Cummins will pay for the lubricating oil, antifreeze, diesel exhaust fluid, filter elements and other maintenance items that are not reusable due to a Covered Failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Covered Failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine and Aftertreatment Assembly as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of this Plan, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Covered Failure and make the Engine available for repair by such facility. Owner is also responsible for delivering the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for all towing and/or travel expenses incurred as a result of a Covered Failure.

Owner is responsible for the cost of lubrication oil, diesel exhaust fluid, antifreeze, filter elements, belts, hoses and other maintenance items provided during covered repairs unless such items are not reusable due to the Covered Failure.

Owner is responsible for the communication expenses, meals, lodging, rentals and similar costs incurred as a result of a Covered Failure.

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, passenger delays, all applicable taxes, all business costs and other losses resulting from a Covered Failure.

Owner is responsible for the cost to investigate complaints, unless the failure is caused by a defect in Cummins material or factory workmanship.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems, improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications to the Engine or Aftertreatment Assembly.

Cummins is not responsible for failures resulting from incorrect modifications or alterations to the Engine or Aftertreatment Assembly, or adjustments that significantly alter the Engine's operating characteristics. Failures, other than those resulting from defects in material or factory workmanship of Covered Parts, are not covered by this Plan.

Cummins is also not responsible for failures caused by incorrect oil or fuel, by water, diesel exhaust fluid, catalytic reagent, dirt or other contaminants in the fuel, oil, diesel exhaust fluid, catalytic reagent or intake air system.

Parts used in repairs of a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not supplied by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Covered Failure under this Plan assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

This Plan is transferable to subsequent Owners of the Engine by notifying a Cummins Distributor within 90 days of the transfer of ownership.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

This Plan does not duplicate other coverages applicable to the Engine.

Components not supplied by Cummins are not covered under this Plan.

Fees paid for this Plan are not refundable.

Coverage purchase must be documented on a Cummins assurance Plan Certificate. The Certificate must be signed and dated by the customer.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EXCEPT FOR THE PUBLISHED CUMMINS WARRANTY APPLICABLE TO THE ENGINE, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In the United States* and Canada, this Plan gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.

* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Coverage I.D.: AT3

Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.

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DTNA CHASSIS EXTENDED SERVICE COVERAGE

BASIC VEHICLE COVERAGE (WAH):

Basic Vehicle coverage provides extended protection for these key components and systems:

Climate Control System
Covers complete heat and air conditioning system, including electrical components, lines, wiring, ambient air temperature sensor, and receiver dryer.
Auxiliary HVAC Systems (excludes ParkSmart system and batteries)
Cooling System
Suspension - Front & Rear
Steering System
Starter & Alternator
Covers starter motor, starter solenoid, alternator, and mounting brackets
Drivelines
Chassis Wiring & Connectors
Gauges & Switches
Charge Air Cooler
Air System
Braking System
Interior Components
Factory Installed Accessories

Note: Coverage includes all factory-installed components of the vehicle not specifically excluded elsewhere in the warranty, or by special agreement, or described as having a different time, distance, or hours. See section 1 of the warranty manual for a complete list of exceptions and exclusions. Also excluded are components warrantied directly by the component manufacturer. Batteries are not included in basic vehicle coverage.

TERMS AND CONDITIONS FOR ALLISON TRANSMISSION COVERAGE

EFFECTIVE DATES

Transmission coverage effective dates as shown below are based upon individual agreements entered into between the OEM and Allison.

Navistar	Vehicles built on or after April 11, 2011.
Hino	Vehicles built on or after December 15, 2011.
American LaFrance	Vehicles built on or after January 1, 2012.

All other OEMs referenced on the cover of this guide are eligible to receive Partnership Coverage and Extended Transmission Coverage, so long as they meet the Extended Transmission Coverage requirements listed below.

NOTE: Stated prices are effective for Extended Transmission Coverage purchased in 2014.

TRANSMISSION COVERAGE DEFINITIONS AND REQUIREMENTS

STANDARD LIMITED WARRANTY

All Allison transmissions carry a comprehensive Standard Limited Warranty covering 100% parts and labor. The length of Standard Limited Warranty coverage depends upon the Vocational Model Series and vehicle vocation.

REQUIREMENTS: Use of Allison Approved TES 295 transmission fluid** and Genuine Allison Filters is required to be eligible for Partnership Transmission Coverage and Extended Transmission Coverage. Failure to use Allison Approved TES 295 transmission fluid and Genuine Allison Filters during the Standard Limited Warranty coverage period will result in no additional coverage options beyond Standard Limited Warranty.

PARTNERSHIP COVERAGE

All Allison-equipped vehicles purchased through Allison Partnerships carry Partnership Coverage. Partnership Coverage begins at the end of the Standard Limited Warranty period. Duration of Partnership Coverage varies depending upon the Vocational Model Series purchased.

REQUIREMENTS: Use of Allison Approved TES 295 transmission fluid and Genuine Allison Filters is required. Failure to use Allison Approved TES 295 transmission fluid and Genuine Allison Filters will result in no coverage for repairs beyond Standard Limited Warranty.

NOTE: Except as noted, all transmissions with Partnership Coverage have 100% parts and labor coverage with no mileage limitations.

EXTENDED TRANSMISSION COVERAGE***

In addition to Partnership Coverage, transmissions purchased through Allison Partnerships are eligible for Extended Transmission Coverage. Extended Transmission Coverage can be purchased on all models to increase coverage to a total of five years. Extended Transmission Coverage can be purchased on Highway Series, P&D/Beverage, to increase coverage to a total of seven years. Extended Transmission Coverage begins at the end of Partnership Coverage and is available for purchase through Allison Authorized Distributors and Dealers.

REQUIREMENTS: Use of Allison Approved TES 295 transmission fluid** and Genuine Allison Filters is required. Failure to use Allison Approved TES 295 transmission fluid and Genuine Allison Filters will result in no coverage for repair beyond Standard Limited Warranty coverage. Transmissions not OEM factory filled with Allison Approved TES 295 transmission fluid and Genuine Allison Filters must have Allison Approved TES 295 transmission fluid and Genuine Allison Filters installed at the time of Extended Transmission Coverage purchase. Transmissions not OEM factory filled with Allison Approved TES 295 transmission fluid, or transmissions operating with non-TES 295 fluids must be drained and filled with Allison Approved TES 295 transmission fluid to achieve 100% concentration. One hundred percent concentration is not achieved until the second consecutive fluid change using Allison Approved TES 295 transmission fluid. The second consecutive fluid change must be achieved at the time of Extended Transmission Coverage purchase.

* Suggested retail prices are established for each transmission vocational model/vocation combination. Prices and/or coverage are subject to change without notice. For current prices and coverage information, go to www.allisontransmission.com.

** For a list of current Allison Approved TES 295 transmission fluids, go to: www.allisontransmission.com; click on service, then fluids.

*** The terms and conditions under which Allison Transmission offers Extended Transmission Coverage are set forth on the back of the Extended Transmission Coverage Agreement Registration, available from any authorized Allison Transmission Distributor or Dealer.

EAGLE APPS

Amber Britain <amber.britain@eagles.usm.edu>

City of Hattiesburg Bid Speculations

1 message

Amber Britain <amber.britain@eagles.usm.edu> Fri, Apr 25, 2014 at 1:55 PM
To: bbutler@cranecarrier.com

Hi!
Attached are the bid speculations for Ten (10) Automated Side Loader Refuse Collection Truck Bodies, as requested on this date of April 25, 2014.

Should you have any further questions, please contact us at the Hattiesburg City Clerks office at 601.545.4550 or email Kermas Eaton at keaton@hattiebsurgms.com.

Thank you!

–

Have a fabulous day and SMTTT(:

Amber Britain
City of Hattiesburg Office Assistant
USM Student Worker

3189_001.pdf
277K

Ingram Equipment Company, LLC

Equipment Sales, Service & Rental

11 Monroe Drive
P.O. Box 1907
Pelham, AL 35124
205-663-3946 • Fax: 205-663-4816

Date: May 8, 2014

To: City of Hattiesburg

Re: Bid for Ten (10) Automated Side Loader Refuse Collection Truck Bodies for Hattiesburg Public Works Department

HEIL Liberty™ Continuous Pack Automated Side Loader:

- 24 yd^3 Body
- 4.0 Cubic Yard Hopper, Self Cleaning
- 108" Lift Reach
- Lift Capacity Up to 1,250 lbs.
- Body Service Props
- Tailgate Service Props
- Fully Automatic Tailgate Latches
- Manifold Block for Packer Lubrication (Manual Lube)
- O.I.G.A.I. Front Mount Tandem Vane Pump System
- Lift Cylinders Cushioned Up and Down with Chrome Plated Rods
- Chassis Frame Mounted Oil Tank with Level/Temperature Gauge & Oil Suction Shut-Off Valve
- Three (3) Micron Return Line Filter with Magnetic Trap & In-Cab Filter Bypass Monitor – In Microns
- 140-Micron Suction Line Strainer
- Fabric Guard Hose Protection for all High Pressure Hoses
- In-Cab Packing Controls, Electric
- In-Cab Lift Controls, Air/Electric, Joystick
- In-Cab Hoist Controls, Electric
- In-Cab Tailgate Controls, Electric
- In-Cab Function and Indicator Lights
- AutoLift
- Arm Rest
- Lift Reach Warning
- Backup Alarm
- Backup and License Plate Lights
- Center Mounted Brake Light
- Duplicate High & Low Mount Stop, Turn, and Tail Lights
- Mid-Body Turn Signals
- FMVSS #108 Clearance Lights & Reflectors
- ICC Reflective Tape
- Rear Mud Flaps – anti-sail/anti-splash
- Rear Underride Guard
- Inside Body Front Closure
- ANSI Z 245.1-1999 Compliant
- Paint: Customer Choice of One Color

Additional Features:

- Tri-Cuff Grabbers
- Auxiliary Controls Under RH Seat
- Lift Cycle Counter
- Hopper & Lift Work Lights
- Body Side Back Assist Lights
- Shovel Holder
- Dual Camera System (Rear & Hopper Views)
- 3 Year Body Warranty
- 3 Year Service Agreement

2015 Freightliner M2 108 SD (Dual Drive/Dual Sitdown):

[See attached for Detailed Specifications]

- Cummins ISL 350 HP Engine
- Allison 3000 RDS Automatic Transmission
- 16,000 lb. Front Axle
- 30,000 lb. Rear Axle

Terms: Net Upon Delivery
Delivery: Approximately 135-150 Days After Receipt of Purchase Order
Note: Quoted delivery time is an estimate only. Actual delivery time is subject to change based on orders received by the manufacturer prior to receipt of purchase order and chassis.

Net F.O.B. Hattiesburg, MS $214,683.00 Each
(FET, State, and Local Taxes Not Included)

THANK YOU FOR YOUR BUSINESS



HEIL ENVIRONMENTAL WARRANTY STATEMENT

The Heil Co. d/b/a Heil Environmental ("Heil") warrants its waste collection equipment to be free from defects in material and workmanship under normal single-shift use for a period of Twelve (12) months or 2000 hours of operation (whichever comes first) from the date of equipment In-Service or during the period of coverage offered by an extended warranty program, when operated in accordance with its *Operator's Manual* and proper service and maintenance as described in Heil *Service Bulletins* and *Parts & Service Manuals* are performed. The standard or extended equipment warranty is not transferable except for sales demonstration units.

This warranty is expressly limited to the repair or replacement of any component or part thereof, of any such collection body manufactured by Heil that is proven to Heil's satisfaction to have been defective in material or workmanship. Such components or parts shall be repaired or replaced at Heil's option without cost to the original purchaser for parts and labor provided such unit is returned to an authorized Heil Dealer for replacement or repair. The repair or replacement must be made during the standard or extended warranty coverage period.

Before any warranty can be allowed on new equipment, a validated warranty registration form must be on file with Heil's Customer Service Department within sixty (60) days of the equipment's In-Service date. Wear items are excluded from warranty coverage.

All OEM service parts sold by Heil have a six (6) month warranty from the date of purchase. Aftermarket parts purchased from Heil are supported by a 90-day warranty. The parts warranty covers parts only, providing that factory inspection reveals a defect in material or workmanship. Labor, troubleshooting, equipment downtime, etc. is not covered under the parts warranty policy.

HEIL MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. HEIL DOES NOT ASSUME ANY LIABILITY OR ACCEPT CLAIMS FOR LOSS OF PROFITS, PRODUCT DOWN TIME OR ANY OTHER DIRECT, INCIDENTAL OR INDIRECT CONSEQUENTIAL LOSSES, COSTS, DAMAGES, OR DELAYS.

Any improper use, operation beyond rated equipment or component capacity, substitution of parts that are not Heil approved, or any alteration or repair by others in such a manner as in Heil's sole judgment affect the product operation or integrity shall void the warranty. Other than the extension of the standard warranty period purchased under a supplemental *Heil Extended Warranty Program*, no employee or representative is authorized to modify this warranty in any way nor shall any other warranties be granted. No dealer-supplied warranty program is endorsed or supported
by Heil. Heil retains the right to modify its factory warranty program at any time.

TERMS AND CONDITIONS OF SALE

1. **ORDERS –** All orders are subject to acceptance or rejection by The Heil Co.(d/b/a Heil Environmental, hereinafter "Heil"). NO ORDERS MAY BE CHANGED IN ANY MANNER WITHIN THIRTY DAYS OF THE SCHEDULED PRODUCTION DATE. ANY CHANGES REQUIRED IN THIS TIME FRAME WILL CAUSE THE ORDER TO BE RESCHEDULED (WHICH MAY INCLUDE ADDITIONAL CHARGES) AS DEEMED NECESSARY BY HEIL IN ITS SOLE JUDGMENT.

2. **ORDER ACKNOWLEDGEMENTS –** An Order Acknowledgment ("OA") must be reviewed, signed and returned to Heil to indicate Purchaser's verification the order is accurate. Heil reserves the right to hold an order from being slotted in the Production Schedule until a signed OA has been received. Purchaser waives any claims of error for orders that are produced in accordance with a signed OA.

3. **SPECIAL ORDER REQUESTS ("SOARS") –** Orders for products with components not regularly carried in stock or requiring special engineering, special parts ordering or special manufacture are in every case subject to approval by the Product Management department of Heil and shall be subject to the qualifications set forth in Heil's *Product Bulletin #339* (or as may be subsequently updated and published by Heil).

4. **PERFORMANCE –** Heil shall not be liable for damages of any kind whatsoever arising from failure to complete the contract in accordance with its items if such changes are due to wars, strikes, fires, floods, accidents, delays in transportation and other acts of force majeure or other causes beyond its reasonable control.

5. **EXPERIMENTAL WORK –** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

6. **INTELLECTUAL PROPERTY –** Sketches, engineering drawings, models, manuals, marketing materials, and all preparatory work created or furnished by Heil shall remain its exclusive property. No use of same shall be made, nor may ideas obtained there from be used nor disclosed to anyone except with the written consent of Heil.

7. **CANCELLATION –** After acceptance, orders cannot be cancelled except upon terms that will compensate Heil fully for all inconvenience, cost, loss or damage sustained.

8. **SHIPMENT –** All shipments will be made after completion of manufacture unless otherwise agreed to in writing. In the event that agreement is reached for Heil to store completed items, the customer will be invoiced immediately upon completion of manufacture, and such invoice shall be due and payable according to the terms of this order. Storage shall be at the risk of the customer and Heil shall be liable only for the ordinary care of the property.

9. **CUSTOMER'S PROPERTY –** Heil may charge the customer at current rates, for handling and storing customer's property (e.g. truck chassis) held for more than thirty days. All customers' property, or third parties' property, that is stored by Heil, by its employees, agents or assigns (whether on or off Heil facilities) is at the customer's or other party's risk. Heil shall only provide for ordinary care of the property and shall not be liable for any loss or damage thereto caused by fire, water, corrosion, vandalism, theft, negligence, or any cause whatsoever.

10. **TRAINING –** It is the owner's responsibility to ensure that the *Operators Manual* remains with each unit and the *Parts & Service Manual* is available for use. Additionally, the owner shall ensure that every person who operates or maintains the product has been trained on the proper operation, storage, battery disconnect use, lock out/tag out procedures and company work rules for each product.

11. **PRICES –** All orders are subject to current prices in effect at the time of shipment, including any applicable surcharges.

12. **PAYMENT –** Heil's standard domestic payment terms are Net 30 days from the date of invoice unless modified by a separate written agreement with your company. For non-domestic shipments, a Letter of Credit or other Heil approved surety of payment may be required prior to shipment. Notwithstanding the foregoing, Heil reserves the right to apply its Credit Department's terms and conditions at any time to any order and its decision shall be final and binding.

13. **COLLECTION –** If for any reason the customer defaults on any monies owed to Heil, said customer shall be responsible for all costs incurred by Heil in the collection of outstanding monies including but not limited to: collection agency fees, filing fees, judgment, interest expense, settlement, administration costs, attorney's fees, etc.

14. **F.O.B. POINT –** Unless otherwise stated in writing, all prices listed are F.O.B. point of manufacture. In all cases, in-transit liability and risk of loss transfers to the customer at the time of delivery to the customer, their employees, agents, or a delivery service or common carrier – whichever occurs first.

15. **TAXES –** Unless specifically stated, prices listed do not include Federal, State, City or other excise, occupation, sales, use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If Federal Excise Taxes are included and listed on the order acknowledgement or invoice, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment.

16. **PRODUCT IMPROVEMENT –** Heil reserves the right to change manufacturing specifications, product design, and production procedures at any time in accordance with its product improvement practices.

17. **MOUNTING PRICES –** It is the customer's responsibility to provide Heil a chassis that meets the specifications published by Heil on its website for the specific body to be mounted. Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks etc. will be made at an additional charge, to be billed at the standard factory labor rate. It is expressly understood that Heil is not authorized to modify exhaust systems on engines that comply with EPA emission standards that became effective in 2007. Chassis delivered to Heil requiring modification of such an exhaust system to enable body mounting will be returned to the customer or a designated chassis dealer at the customer's expense.

18. **WARRANTY –** Heil warrants it's Solid Waste & Recycling Collection Products in accordance with the *Heil Environmental Warranty Statement* (the "Warranty Statement") unless you have a contract with Heil providing specific terms and conditions of warranty. A copy of the Warranty Statement is available from your Dealer and is posted on Heil's website at www.heil.com. While the text in the Warranty Statement is more specific and shall prevail, Heil's product warranty is expressly limited to repair or replacement of any component or part thereof, for any such refuse collection body manufactured by Heil that is determined by Heil to be defective in materials or workmanship. The component or part shall be repaired or replaced without cost to the first purchaser for materials and labor provided such unit is returned for such repair or replacement to an authorized Heil Dealer within six months from the unit's delivery date to such first purchaser. Any product warranty is not transferable, except for sales demonstration units. No warranty claims will be processed on any new equipment unless the warranty registration was submitted timely to Heil's Customer Support Department. Any service parts sold by Heil shall carry a six month warranty for part replacement only, due to a defect in material or workmanship. Installation labor cost is expressly excluded from Heil's service part warranty.

19. **CHASSIS AND ACCESSORY WARRANTY –** Heil makes no warranty of products or component parts manufactured by others and supplied or installed by us, except to the extent there is a defect in workmanship solely related to the installation at Heil's factory. Chassis, component parts and accessories are solely subject to the warranties, if any, as provided by their respective manufacturers. This expressly applies to any chassis-related issues and/or accessory components – regardless of whether said chassis or accessory was provided by Heil at the time of sale. Additionally, unless there is a defect in workmanship solely related to the installation at Heil's factory, Heil shall not administer any chassis or accessory manufacturer's warranty directly or as a third party liaison for the equipment owner or Dealer. The equipment owner shall address any such "non-Heil body" warranty issues directly with their local chassis dealer and/or the manufacturer of the specific accessory or equipment.

20. **WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** Any improper use, operation beyond rated capacity, substitution of parts not approved by us, or any alteration or repair by others in such manner as in our judgment affects the product materially and adversely shall void this Warranty. NO EMPLOYEE OR REPRESENTATIVE IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY. The above warranty supersedes and is in lieu of all other warranties express or implied.

21. **NO DIRECT OR CONSEQUENTIAL DAMAGES –** Heil hereby disclaims and does not assume any liability whatsoever for costs or expenses related to the use or unavailability of its product for any reason, including but not limited to accidents, injury, death, late deliveries, chassis flooring cost or charges, product down time, fire damage, loss of product, in-transit damage or loss, lost profits, time or any other direct, indirect or consequential losses, damages or delay, property damage or injuries or death to persons.

22. **OFF-SITE LOSS DISCLAIMER –** The customer shall bear the risk for damage or loss to the truck body, chassis, accessories, or injury to property or person, while the truck body and/or chassis is either at or in transit to or from customer delivery, any third party Dealer or a component supplier's location.

23. **CHOICE OF LAW AND VENUE –** This agreement shall be interpreted according to the laws of the State of Tennessee. Any claims lodged against Heil involving this order in any way must be filed and adjudicated in the Circuit Court (or Federal Court if appropriate) located in Hamilton County, Tennessee, and in the case of appeal, at the situs of their respective appellate Courts.

24. **NON-WAIVER –** Our failure at any time to exercise any right we may have under this agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.

25. **ENTIRE AGREEMENT –** Unless a prevailing purchase contract is in place between the companies, this order, including the above terms and conditions, contains the complete and final agreement between the parties hereto and no customer-supplied purchase order terms, verbal agreement, or other document in any way modifying any of these terms and conditions will be binding on Heil unless agreed to in writing by an authorized representative of Heil.

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SPECIFICATION PROPOSAL

	Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level					
	PRL-08D	SD PRL-08D (EFF:01/28/14)			STD
Data Version					
	DRL-014	SPECPRO21 DATA RELEASE VER 014			N/C
Vehicle Configuration					
	001-176	108SD CONVENTIONAL CHASSIS	6,940	3,770	$108,972.00
	004-215	2015 MODEL YEAR SPECIFIED			STD
	002-004	SET BACK AXLE - TRUCK			STD
	019-002	STRAIGHT TRUCK PROVISION			STD
*	003-012	LH PRIMARY STEERING LOCATION AND PREP FOR CUSTOMER SUPPLIED RH SIT-DOWN SECONDARY STEERING LOCATION WITH DUAL INSTRUMENT CLUSTER			$58.00
General Service					
	AA1-002	TRUCK CONFIGURATION			STD
	AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
	A85-001	REFUSE SERVICE			N/C
	A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
	AA4-013	MOIST BULK COMMODITY			N/C
	AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS			N/C
	AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
	AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			N/C
	995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY			STD
	A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs			
	A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 30000.0 lbs			
	A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 46000.0 lbs			

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Data Code	Description	Weight Front	Weight Rear	Retail Price
Truck Service				
AA3-062	REFUSE, SIDE LOAD OR REAR PACKER BODY - DOES NOT UNLOAD IN A LANDFILL			N/C
Engine				
101-2XM	CUM ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM			$3,551.00
Electronic Parameters				
79A-072	72 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79K-002	PTO MODE ENGINE RPM LIMIT - 700 RPM			N/C
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE ONLY ENABLED			N/C
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM			N/C
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
Engine Equipment				
99C-013	2013 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14			STD
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)			$106.00
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER			STD
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES			STD
290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20		$34.00
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	$874.00
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-032	11 FOOT 00 INCH (132 INCH+0/-5 INCH) EXHAUST SYSTEM HEIGHT			N/C
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-40	-20	($95.00)
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			($17.00)
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD			$18.00
273-018	HORTON DRIVEMASTER ON/OFF FAN DRIVE			STD
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			STD
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			STD
266-028	1200 SQUARE INCH ALUMINUM RADIATOR			STD
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT			($94.00)
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20		$115.00
	132-004	ELECTRIC GRID AIR INTAKE WARMER			STD
	155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH			STD
Transmission					
	342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-110	-35	$8,283.00
Transmission Equipment					
	343-322	ALLISON VOCATIONAL PACKAGE 170 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS AND EVS			N/C
	84B-013	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
	84C-022	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
	84D-022	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
	353-026	VEHICLE INTERFACE WIRING AND PDM WITH BODY BUILDER CONNECTOR, BACK OF CAB			$779.00
	34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED			$22.00
	362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO			N/C
	363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION			N/C
	341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			N/C
	345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			N/C
	97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C
	370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			N/C
	346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			N/C
	35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			N/C
Front Axle and Equipment					

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Data Code	Description	Weight Front	Weight Rear	Retail Price
400-1A9	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190		$1,909.00
402-013	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			$133.00
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			STD
427-001	FRONT BRAKE DUST SHIELDS	5		$106.00
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
406-001	STANDARD KING PIN BUSHINGS			STD
536-012	TRW TAS-85 POWER STEERING	40		N/C
539-003	POWER STEERING PUMP			STD
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR			STD
533-001	OIL/AIR POWER STEERING COOLER	5		$263.00
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE			STD
Front Suspension				
620-026	16,000# TAPERLEAF FRONT SUSPENSION	200		$1,151.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
410-001	FRONT SHOCK ABSORBERS			STD
Rear Axle and Equipment				
420-024	RS-30-185 30,000# U-SERIES SINGLE REAR AXLE		275	$6,493.00
421-614	6.14 REAR AXLE RATIO			$84.00
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	30	30	$871.00
423-010	MERITOR 16.5X7 P CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES		50	N/C
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)			STD
451-018	WEBB CAST IRON REAR BRAKE DRUMS		50	N/C
440-006	REAR OIL SEALS			N/C

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			STD
	428-007	BENDIX VERSAJUST AUTOMATIC REAR SLACK ADJUSTERS			$22.00
	41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE			STD
Rear Suspension					
	622-1DB	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD		40	$557.00
	621-001	SPRING SUSPENSION - NO AXLE SPACERS			STD
	431-001	STANDARD U-BOLT PAD			STD
	623-005	FORE/AFT CONTROL RODS			STD
Brake System					
	490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL			STD
	871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
	904-001	FIBER BRAID PARKING BRAKE HOSE			STD
	412-001	STANDARD BRAKE SYSTEM VALVES			STD
	46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
	413-002	STD U.S. FRONT BRAKE VALVE			STD
	432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
	480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20		N/C
	479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL			N/C
	460-001	STEEL AIR BRAKE RESERVOIRS			STD
	607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD			$63.00
	477-004	PULL CABLES ON ALL AIR RESERVOIR(S)			$9.00
Trailer Connections					
	335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			STD
Wheelbase & Frame					
	545-655	6550MM (258 INCH) WHEELBASE			N/C
*	546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	710	160	$1,446.00
	547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	260	440	$1,216.00
	552-144	1200MM (47 INCH) REAR FRAME OVERHANG			N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
55W-004	FRAME OVERHANG RANGE: 41 INCH TO 50 INCH	20	-80	N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 192.45 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 189.45 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 344.37			
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 192.45 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 142.6 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 172.51 in			N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12		$60.00
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-1E5	14 INCH PAINTED STEEL BUMPER			STD
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		$96.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
Fuel Tanks				
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10		$150.00
218-006	25 INCH DIAMETER FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR			STD
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
Tires					
	093-0TD	MICHELIN XZY-3 315/80R22.5 20 PLY RADIAL FRONT TIRES	80		$710.00
	094-0TD	MICHELIN XZY-3 315/80R22.5 20 PLY RADIAL REAR TIRES		160	$1,420.00
Hubs					
	418-045	CONMET PRE-SET BEARING IRON FRONT HUBS			STD
	450-014	WEBB IRON REAR HUBS		280	N/C
Wheels					
	502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	50		$222.00
	505-445	ACCURIDE 29300 22.5X9.00 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		120	$548.00
Cab Exterior					
	829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
	650-008	AIR CAB MOUNTS			STD
	648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
	678-001	LH AND RH GRAB HANDLES			STD
	646-041	STATIONARY BLACK GRILLE			STD
	65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE			STD
	644-004	FIBERGLASS HOOD			STD
	727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK			($31.00)
	726-001	SINGLE ELECTRIC HORN			STD
	728-001	SINGLE HORN SHIELD			STD
	657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
	575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
	312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS			STD
	302-001	(5) AMBER MARKER LIGHTS			STD
	294-046	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME		-5	($54.00)
	300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
	744-1BM	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS			$159.00
	797-001	DOOR MOUNTED MIRRORS			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
796-001	102 INCH EQUIPMENT WIDTH			STD
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
74B-079	RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS	4		$68.00
729-001	STANDARD SIDE/REAR REFLECTORS			STD
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			($73.00)
654-003	MANUAL DOOR WINDOW REGULATORS			STD
663-013	TINTED WINDSHIELD			STD
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR			STD
Cab Interior				
707-1AK	OPAL GRAY VINYL INTERIOR			STD
706-013	MOLDED PLASTIC DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER			STD
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING			STD
694-010	IN DASH STORAGE BIN			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-006	GRAY/CHARCOAL FLAT DASH			STD
720-002	2-1/2 LB. FIRE EXTINGUISHER	5		$40.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-033	STANDARD INSULATION			STD
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS			STD
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
284-023	(1) 12 VOLT POWER SUPPLY IN DASH			STD
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		$221.00
760-1J3	BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10	$258.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-036	VINYL WITH VINYL INSERT DRIVER SEAT			STD
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT			STD
763-032	3 POINT FIXED D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS			STD
532-001	FIXED STEERING COLUMN			STD
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
Instruments & Controls				
732-004	GRAY DRIVER INSTRUMENT PANEL			STD
734-004	GRAY CENTER INSTRUMENT PANEL			STD
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS			$35.00
870-001	BLACK GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE LIGHT AND BUZZER			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			$32.00
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-011	ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE DISPLAY: 1X7 CHARACTER, 26 WARNING LAMPS, DATA LINKED, ICU3			STD
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
148-072	ENGINE REMOTE INTERFACE WITH MULTIPLE SET SPEEDS			$285.00
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB			N/C
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			N/C
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS			N/C
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
746-1A2	AM/FM/WB RADIO WITH FRONT AUXILIARY INPUT	10		$320.00
747-001	DASH MOUNTED RADIO			N/C
750-002	(2) RADIO SPEAKERS IN CAB			N/C
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2		N/C
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH			STD
882-018	ONE VALVE PARK BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR			$83.00
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE			STD
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS			STD
Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-3F6	CAB COLOR A: N0006EA WHITE ELITE SS			N/C

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
	962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
	966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
	964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX			N/C
Certification / Compliance					
	996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Secondary Factory Options					
	998-032	CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY			N/C
*	99B-012	SHIP TO THIRD PARTY (CHARLOTTE, NC) PRIOR TO DELIVERY			$225.00
Sales Programs					
		NO SALES PROGRAMS HAVE BEEN SELECTED			

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price **	$141,703.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	8559 lbs	5270 lbs	13829 lbs
Total Weight+	8559 lbs	5270 lbs	13829 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

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Other Factory Charges

P73-2FT	STANDARD DESTINATION FREIGHTLINER	$2,000.00

Extended Warranty

WAH-083	EXTENDED VEHICLE WARRANTY, 4 YEARS OR 100,000 MILES/160 000 KM	$1,218.00
WAI-34M	EPA 2013 CUMMINS ISL ENGINE EXTENDED WARRANTY DC1, 4 YEARS/150,000 MILES/240 000 KM	$2,125.00
WAK-075	ALLISON 3000 RDS TRANSMISSION FOR REFUSE EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILEAGE	$966.00
WAG-052	TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 1 YEAR/UNLIMITED MILES/KM, $550 CAP	$200.00
	Total Extended Warranty (Local Currency)	$4,509.00

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.
(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

Freightliner (FTL)

FREIGHTLINER®

Run Smart™

Freightliner SD Vocational

SD Vocational Coverage is not available for vehicles in these vocations:	*Logging, Mining, Oil Field*
Category Determinants	
Road Surface— most severe in-transit between sites	<30% off-highway Rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil (Class C or D Roads)
GCW	92,000 lb/41 730 kg or less
Engines	Cummins ISB, ISC, or ISL engines only
Axles and Their Manufacturer's GVW Rating	
2-axle unit	46,000 lb/20 865 kg or less
3-axle unit	66,000 lb/29 937 kg or less
4-axle unit	N/A
5-axle unit	N/A

Coverage		
Description	**Time**[1]	**Distance**[1]
Basic Vehicle	2 Years	Unlimited
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	5 Years	Unlimited
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	Unlimited
Diesel Emission 2010[2]	5 Years	100,000 mi/161 000 km
Drivetrain	2 Years	Unlimited
Frame Rails	5 Years	Unlimited
GHG14[3] **(Medium Heavy Duty to Heavy Heavy Duty Trucks)**	5 Years	100,000 mi/161 000 km
GHG14[3] **(Medium Heavy Duty to Heavy Heavy Duty Tractors)**	5 Years	100,000 mi/161 000 km
GHG14[3] **Tire**	2 Years	24,000 mi/38 400 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited

[1]Time or distance, whichever comes first

[2]Applies to vehicles equipped with EPA 2010 compliant diesel engines.

[3]Applies to models 2013 and later domiciled in the United States, check actual coverage online for coverage listed as "GHG14...".

Warranty Statement & Warranty Coverage Descriptions follow on page two of this document.

The information provided in this document is for general information only and is not offered as customer's warranty.
This coverage may be superseded without notification.
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Warranty Coverage Exclusions

Warranty Statement

1.00 NEW VEHICLE COVERAGE

The following section outlines Company standard warranty coverages for all Company vehicles, apparatus or chassis or cabs sold and domiciled in the USA (50 states and Washington, D.C.), and Canada. This information is also included in the Operator's Maintenance and Owner's Warranty Information Booklet.

1.01 NEW VEHICLE LIMITED WARRANTY

Under this New Vehicle Limited Warranty ("Warranty"), Company warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in this document.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

1.02 LIMITATIONS

This Warranty does not apply to vehicles that are sold or domiciled outside of the United States (50 states and Washington, D.C.), or Canada.

This Warranty does not apply to engines, Allison or Twin Disc transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. With respect to the foregoing, Company makes no warranty whether express, implied, statutory or otherwise including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY 'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company within the applicable warranty period, of any failure of the vehicle to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the vehicle to an authorized Dealer for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable warranty period.

The vehicle must be maintained and serviced according to the prescribed schedules outlined in the Driver's/Operator's and Maintenance Manuals. Receipted bills and other evidence that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected.

1.03 PURCHASER'S EXCLUSIVE REMEDY

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

1.04 LIMITATION OF LIABILITY

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE VEHICLE AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF VEHICLE USE.

Coverage Descriptions

Axles
Coverage includes all factory-installed steer axles; drive axles; tag axles; and pusher axles. *Excludes any axle installed by a dealer or body builder.*

Drive Axle(s)
Coverage includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, and attaching hardware.*

Pusher Axle
A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

Steer Axle
Coverage includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings and steering arms. *Excludes wheel end equipment, tie rod ends, steering linkage components, kingpin bushings, and king pin seals.*

Tag Axle
A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

Battery
Only Freightliner LLC's private brand-label (Alliance Brand Parts), Mopar (Sterling Bullet only), and Furukawa (STL360 Model only) batteries will be warranted. *Any other brand of battery is excluded from Company coverage. Claims for all other brands must be submitted directly to the supplier. Warranty coverage includes the battery assembly only.*

Basic Body
Coverage includes body emergency lighting and controls; hinged and rollup compartment doors; body trim; body lighting and controls; body electrical systems.

Basic Chassis
Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty, or by special agreement or described as having a different time, or distance or hours, or listed separately on each new vehicle warranty coverage chart.

Basic Vehicle
Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty, or by special agreement or described as having a different time or distance, or listed separately on each new vehicle warranty coverage chart.

Body Electrical
Coverage includes body wiring harness(es) only.

Body Structure
Coverage includes compartments and body panels; hinged compartment doors; fire pump closure; body frame and sub-frame, if applicable. *Excludes surface corrosion caused by chips or scratches.*

Body Structure and Corrosion
Coverage includes compartments and body panels; hinged compartment doors; fire pump closure; body frame and sub-frame, if applicable. *Excludes surface corrosion caused by chips or scratches.*

Brightwork
Coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. *Excludes any damage to bumper, backside of bumpers, and concealed or inner surfaces.*

Cab Corrosion/ Perforation
Coverage is limited to rust-through or perforation of the cab and integral sleeper structure and sleeper box (if applicable) due to corrosion from within. *Excludes all conditions of rust or corrosion that has not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.*

Cab Structure
Coverage includes cab and integral sleeper structural components, structural components of factory installed sleeper boxes (if applicable), sheet metal panels, doors, and hoods. *Excludes all bolt-on components including door and hood hinges, latches, guides, and other mounting hardware.*

Corrosion
Coverage provides warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion, or Aftermarket Parts Warranty.
Exclusions to corrosion warranty include, but are not limited to, the following:

- Corrosion caused by general rust (for example, rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface.
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors or drums (rotor exclusion does not apply to hydraulic discs with Magna-Coat Rotors)
- Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature
- Corrosion due to improper use, misuse or abuse, negligence, including improper or insufficient maintenance

Cowl Corrosion/ Perforation
Coverage is limited to rust-through or perforation of the cowl due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.*

Cowl Structure
Coverage includes cowl structural components, sheet metal panels, and hood. *Excludes all bolt-on components including hood hinges, latches, guides, or other mounting hardware.*

Crossmembers
Coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. *Excludes any bolt-on item attached with either conventional or huck bolts.*

Driveline
Coverage includes driveshaft tubing, U-joints, yokes, support bearings, and splines.

Drivetrain
Coverage includes transmission, (except Allison transmissions) steer axle(s), drive axle(s), and transfer case. *Excludes tag axle(s), pusher axle(s), driveline, and U-joints.*

Frame Rails
Coverage is limited to breaking or cracking of factory installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. *Excludes all bolt-on items regardless if attached with conventional or huck bolts.*

Glider
An incomplete vehicle which may be ordered with or without engine and or major drive train components; warranty coverage includes all components as specified in the specific build specification.

Off Road On-Site Assistance
Coverage is exclusively available for off road vehicles that are prohibited from use on public streets. If this coverage is provided, it will be specifically included in the coverage table as a separate category. Coverage includes on-site assistance and/or equipment transportation to the nearest authorized repairing location for a Daimler Trucks North America LLC warrantable repair.

Paint (Body, Cab, & Cowl)
Paint coverage excludes lack-of gloss issues on vehicles painted with low gloss colors; the underside of hoods and roof and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.

Body Paint
Coverage includes all factory-painted exterior body surfaces. Warranted against orange peel; peeling/ delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Cab Paint
Coverage includes all factory-painted exterior surfaces (except those included in chassis paint coverage). Warranted against orange peel; peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Cowl Paint
Coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint). Warranted against orange peel; peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Paint, Chassis *(Chassis Paint)*
Coverage includes all factory painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, power train components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, and attaching brackets and hardware. Warranted against peeling or non-adhesion. *Excludes U-joints and any damages to the paint or painted surface such as chips and scratches.*

Towing/ Roadside Assistance
Coverage includes roadside assistance or towing (to the nearest authorized repair location) for a Daimler Trucks North America LLC warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle. If this coverage is provided, it will be specifically included in the coverage table as a separate category.

Transfer Case Assembly
Coverage includes housing and all internally lubricated parts.

Transmission
Coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. Excludes broken synchronizer pins, PTOs, transfer case(s), airlines, gauge senders, yoke(s), clutch and clutch control components including clutch brake. *Excludes Allison automatic transmissions and Twin Disc Automatic Transmissions.*

Wheel End Equipment
Coverage includes brake components, wheels, hubs, drums, rotors, wheel seals/ bearings, slack adjustors, and attaching hardware.

Other exclusions may apply. See "Daimler Trucks North America LLC Warranty Coverage Exclusions" for more information regarding applicable exclusions to coverages.
The information provided in this document is for general information only and is not offered as customer's warranty. This coverage may be superseded without notification.
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One or More
Automated Side Loader Refuse Collection Truck Body

SUGGESTED BID SPECIFICATIONS
Bidder Shall Complete the Following
If No, State Specifically the Item being Offered

Meets Specifications:

YES NO

Section 1 APPLICATION

1.1 It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body. Yes ____

1.2 The capacity shall be 24 cubic yards, exclusive of the hopper. Yes ____

1.3 Features standard to this unit will be furnished by the successful bidder. Body shall conform in strength, quality of material, and workmanship to that provided by the best engineering and manufacturing practices of the industry. Yes ____

1.4 All equipment shall be new model design, assembled and ready for operation at the time of delivery. Yes ____

1.5 Bidders shall attach a statement that the unit meets or exceeds these specifications and/or list any exceptions fully and accurately. Yes ____

Section 2 GENERAL

2.1 Refuse body will have a capacity of 24 cubic yards, exclusive of the hopper. Yes ____

2.2 Packer body capable of packing 900 pounds per cubic yard of dry household trash. Limited to 700lbs. 900lbs. would exceed Chassis GVW of 46,000lbs.

2.3 Hopper shall have a minimum capacity of 6 cubic yards. See attached pg. 1

2.4 Packer must meet all applicable standards. Yes ____

Section 3 BODY CONSTRUCTION (The following specifications are minimums.)

3.1 The body shall be all welded construction. Yes ____

3.2 Body wall thickness is 10 gauge Hardox 450, 174,000 psi strength. See attached p.1

3.3 Body roof thickness is 10 gauge, 80,000 psi. — see attached pg. 1

3.4 Body floor is 7 gauge AR 235, 70,000 psi. — See attached pg 1

3.5 Sides, front and rear to be reinforced for strength requirements. — yes

3.6 Reinforcement design and characteristics dependent upon construction methods used, but they must be certified to meet the specified compacting requirements without body distortion. — yes

3.7 Unit shall have a shovel holder. — yes

3.8 Unit shall have a clean out tool. Unit shall have dual cleanout doors with a dimension of 12" x 16" each. — yes

Section 4 BODY DIMENSIONS

4.1 Body height above truck frame is not to exceed 108". — yes

4.2 Outside width of the body is not to exceed 96". — yes

Section 5 HOPPER

5.1 The hopper shall have a minimum capacity of 6 cubic yards. — see attached p.2

5.2 The hopper floor shall be a minimum of 1/4" AR 400 abrasion resistant steel. — see attached pg.2

5.3 The hopper sides are to be a minimum of 1/4" AR 400 abrasion resistant steel. — see attached pg 2

5.4 A hydraulic crusher panel will be furnished to prevent refuse loss during transport. — yes

5.5 A ladder or foot supports with grab handles shall be designed to meet OSHA standards and provide easy access to the hopper area. — yes

5.6 The hopper shall have a minimum displacement rate of 5.4 cubic yards per minute. — yes

Section 6 PACKING MECHANISM

6.1 The packing panel is to be 3/8" 50,000 psi steel. — yes

6.2 The packing mechanism is to retain compacted material in the body. Yes ___

___

6.3 Length of the packing cycle is to be determined by proximity switches. When the Auto Pack feature sees maximum pressure 3 consecutive times it shuts off indicating that the packer is full. see attached pg 2

___

6.4 Packing features are dependent upon each manufactures design, but must be capable of accomplishing the requirements set forth in these specifications. It must also fulfill the operational claims made by the manufacturer. Yes ___

6.5 Packing shall complete a pack cycle in a maximum of 20 seconds at idle speed. yes ___

___

6.6 Packing cylinder sleeves are chrome plated single stage cylinders. Cylinder dimensions are cylinder bore diameter is 4 1/2", cylinder rod diameter is 3", and stroke length is 43". See attached pg. 2

___

Section 7 LIFTING AND GRIPPING MECHANISM

7.1 The lifting mechanism shall be capable of gripping, lifting, raising, and dumping containers from 36 to 110 gallons with the use of a joy stick. The joy stick shall be conveniently located to the left of the operator. An ergonomically designed padded armrest shall be provided to support the operator's arm during operation. Yes ___

___

7.2 The arm will consist of three main horizontal mast sections, one vertical lift section with 2 arms. see attached p. 3 "Lifting Mechanism"

7.3 The inner mast section will be constructed of 2 C channels with a web thickness of .5512", height of 6.189" and a leg width of 2.409". Both channels shall be 78.25" long. See attached p. 3

___

7.4 The middle C channels shall be of the same material only 84"long. see attached p. 3

___

7.5 The main outer mast assembly shall be constructed of 2 C shaped channels with a web thickness of .6378", height of 6.890" and a leg width of 2.5937" These channels shall be 83.75" long in length. see attached p. 3

___

7.6 There will be 6 combination bearings that the mast assembly rides on. The bearing surfaces must be of a 62 Rockwell hardness on the C scale. see attached p. 3

___

7.7 The main vertical mast shall be made from 6" x 8" 3/16 thick tube. see attached p. 3

7.8 There will be 2 lift arms 1" thick, 3.475" wide, and approximately 26" long made from T-1 steel. See attached p. 3

7.9 The lifting mechanism must be mounted to the chassis. Lifting mechanism's mounted to the body will not be acceptable. yes

7.10 The mechanism shall be spring steel and have the capability of gripping containers within the range previously mentioned without having to change grip arm configurations. yes

7.11 Gripping force is to be adjustable to provide container retention and also for limiting the radial force applied to prevent container damage. yes

7.12 Lifting mechanism shall be capable of a complete cycle, which includes grip, lift, dump, undump, lower, and ungrip in a maximum of 8 seconds. yes

7.13 The mechanism shall be capable of lifting, raising, dumping, and returning containers from any position within its reach. yes

7.14 The mechanism shall incorporate serviceable bearings at the grip, pivot, and extension-retraction points to ensure smooth operation and long service life. yes

7.15 The "reach" of the mechanism shall extend a minimum of 144" from its fully retracted to pivot, and extension-retraction points to ensure smooth operation and long service life. see attached p. 3

7.16 The mechanism will be capable of lifting 1,000 lbs. at 12 feet to which the arm is extended. **"Note" The "Bidder" shall provide "Certification" of this capability with their bid.** see attached p. 3

7.17 The container shall be tilted a minimum of 45 degrees past horizontal to provide for full dumping. See attached p. 3

7.18 Arm shall use chains to lift container. See attached p. 3

7.19 Arm shall also have rocker switches mounted under the RH seat to operate arm from standing outside of chassis. yes

7.20 Arm cycle counter to be included yes

Section 8 TAILGATE

8.1 The tailgate is to be hinged at or above the roofline using high strength steel hinges it is to be raised for load dumping by 2 double acting

cylinders mounted on the outside of the tailgate. These cylinders shall be of a design that will prevent rapid lowering of the tailgate in case of a hydraulic component failure. yes ___

8.2 The tailgate cylinders shall have chrome plated rams. Cylinder dimensions will be 3" bore diameter, 2" ram, and a 30" stroke. See attached p. 3

8.3 The tailgate is to be released and locked with no moving parts other than the two (2) primary lift cylinders and associated locking mechanisms. yes ___

8.4 A gasket is to be affixed to the tailgate to provide a watertight seal between the body and tailgate. yes ___

8.5 The tailgate must be equipped with a tailgate ajar switch with audible and visible warning devices fixed in the cab which comply with ANSI standards and warns when the tailgate is partially to completely open. yes ___

8.6 Body hinge structures must be of proper design, materials, and construction to support the tailgate. yes ___

8.7 Tailgate maintenance safety props shall be provided. yes ___

8.8 Tailgate bubble is Hardox 450, 174,000 psi, tailgate sides are 10 gauge 80,000 psi. See attached p. 2

Section 9 EJECTION-DUMPING SYSTEM:

9.1 Dumping is to be accomplished by raising the body. yes ___

9.2 Dumping shall be done by means of a single telescoping, center mounted, hydraulic cylinder capable of lifting the box when compacted to maximum capacity. Hoist cylinder is a Nitrate treated, 4 stage cylinder, with a 180" stroke. Bore diameter of the cylinder from largest to smallest is 6 ½", 5 ½", 4 ½", 3 ½". See attached p. 4

9.3 The body dump angle shall be such that all refuse in the box will be removed without sticking or bridging. Body dump angle is 45 degrees. yes dump angle 30°

9.4 All dumping controls will be a basic control panel system that is cab mounted. Control panel must be interlocked with a manual override to prevent accidental refuse discharge. yes ___

9.5 All ejection/dumping controls shall be operated from inside the cab. yes

Section 10 HYDRAULIC SYSTEM:

10.1 The hydraulic system is composed of 2 vane pumps, one for body functions, and one for arm functions. Pumps have a common suction. Hydraulic pump model is Denison T6DC. D cartridge is for body function, C cartridge is for arm function. The hydraulic pressure body line shall be made up of a Denison Eco System with a 12 volt DC in line mounted solenoid which diverts the flow back to the inlet when the pump is not engaged and a flow control block which diverts excess flow back to the inlet. Body functions pump maximum flow is 30 gpm @ 700 rpm. Arm functions pump maximum flow is 22 gpm @ 700 rpm. Hydraulic system pressure relief for the body is 2500 psi and for the arm it is 2000 psi. ____ see attached p. 4

10.2 Pump capacity shall not be less than 52 gpm @700 rpm. ____ see attached p. 4

10.3 Factory installed relief valves shall be incorporated into the system and set at 2500 psi for body functions and 2000 psi for Arm functions. ____ see attached p. 4

10.4 A 10 micron absolute filter is installed in the return line. ____ yes

10.5 Hydraulic tank is to be frame mounted and equipped with a 10 micron breather element and eye level sight gauge. Tank location will be determined by body configuration. ____ see attached p. 4

10.6 Hydraulic reservoir tank capacity must be at least 78 gallons. ____ see attached p. 4

10.7 Hydraulic system must contain cylinders capable of performing the Operational requirements set forth in these specifications. ____ yes

10.8 Hydraulic hoses are to be SAE approved construction with hose burst pressure 4 times working pressure and have protective coverings. ____ yes

10.9 Hydraulic control assemblies must be located so that at no time or load Condition it becomes necessary to remove the load to service these components. ____ yes

10.10 All cylinders must have the latest design sealing materials. ____ yes

10.11 Unit must have protective cover on pack manifold. ____ NO - NOT Required

Section 11 CONTROLS:

11.1 All compactor operating controls are to be located in the truck cab and mounted for operator convenience and comfort. ____ yes

11.2 Warning signals shall be incorporated into all circuits monitoring abnormal compactor operations. ____ yes

Section 12 LIGHTING AND WIRING:

12.1 All lights and reflectors shall be in accordance with Federal and State I.C.C. Motor Vehicle Safety Standards. yes ___

12.2 Provisions will be made for maximum visibility and may include 2 red stop-tail lights, 2 red turn-tail lights, and an I.D. cluster. All lights must be L.E.D. yes ___

___

12.3 A lighted license plate bracket will be provided. yes ___

___

12.4 Unit must include arm, hopper, and side mounted work lights. yes ___

___

12.5 Unit must include 2 tailgate work lights and 4-inch amber strobe lights plus alternating flashing lights. yes ___

Section 13 PAINTING:

13.1 All components will be properly cleaned prior to priming. yes ___

___

13.2 All burrs and rough spots are to be removed. yes ___

___

13.3 Two (2) coats of rust inhibiting primer are to be applied prior to the finish coat. yes ___

13.4 Final coat to be high gloss white. yes ___

___

Section 14 CAMERAS:

14.1 Two (2) Color Cameras will be provided: 1st placed in the rear for use as a backup camera. 2nd placed to monitor hopper area. yes ___

___

14.2 Color Camera monitor shall be mounted in the cab and be fully adjustable flat screen type with split screen option so all camera views can be displayed at one (1) time and automatically switch to full screen backup camera when unit is shifted to reverse. yes ___

___

14.3 The Cameras' shall be Safety Vision yes ___

___

14.4 Protective cases shall be provided for the cameras. yes ___

___

14.5 All Cameras' shall have shields to minimize sun glare. yes ___

___

Section 15 WARRANY & OTHER:

15.1 Two complete sets of operators, parts, and service manuals will be **supplied for truck chassis and refuse body. Mechanic training and operator training for a minimum of two days. Also bidder is responsible for any new employee operator or mechanic training in the future (up to three years) at no charge to the City** yes

15.2 Body to have Three Year Warranty on Body, Cylinders, Hydraulics, and Arm yes

15.3 On Site Warranty at City Garage yes

14.3 Quarterly Maintenance Inspection at City garage for Three Years yes

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc. yes

14.5 Bidder must have a certified service/parts facility with minimum of three certified mechanics within 100 miles of City garage. Facility must not be a subcontracted facility. Must be operated by bidder. Ingram Equipment Theodore, AL - 98 miles

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc. yes

Conventional Chassis Specifications

	YES	NO
CHASSIS SHALL HAVE DUAL SITDOWN DRIVE WITH ALL GAUGES.	yes	
GVWR SHALL BE 46,000 LBS.	yes	
CUMMINS ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM.	yes	
(2) 2250 CCA BATTERIES	yes	
SIX (6) GALLON DEF TANK	yes	
1200 SQ INCH RADIATOR	yes	
1350 FLANGE ADAPTER FOR FRONT MOUNT PUMP WITH 24" FRONT FRAME EXTENSION	yes	
CHASSIS SHALL 160 AMP ALTERNATOR WITH REMOTE BATTERY VOLT SENSE.	yes	
TRANSMISSION SHALL BE AN ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION.	yes	
SYNTHETIC TRANSMISSION FLUID	yes	

CHASSIS SHALL INCLUDE DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE.	yes —
FRONT BRAKES SHALL BE MERITOR 16.5X6 Q+ CAST SPIDER CAM, DOUBLE ANCHOR, FABRICATED SHOES.	yes —
16,000LB TAPERLEAF FRONT SUSPENSION.	yes —
30,000LB U-SERIES SINGLE REAR AXLE.	yes —
6.14 REAR AXLE RATIO	yes —
REAR BRAKES SHALL BE MERITOR 16.5X7 P CAM, DOUBLE ANCHOR, CAST SHOES.	yes —
30,000LB FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD.	yes —
AUTOMATIC REAR SLACK ADJUSTERS	yes —
AIR DRYER WITH HEATER	yes —
CAB TO AXLE – MEET BODY REQUIREMENTS	yes —
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	yes —
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT.	yes —
80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK – LH	yes —
315/80R24.5 20 PLY RADIAL FRONT TIRES	315/80R225
11R24.5 16 PLY RADIAL REAR TIRES	315/80R225 - As Required for 30,000 lb GVW Rating
WHEELS 22.5X9 10-HUB PILOT 5.25 INSET 5-HAND HD STEEL DISC FRONT WHEELS.	yes —
WHEELS 22.5X9 10-HUB PILOT 5-HAND HD STEEL DISC REAR WHEELS.	yes —
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB.	yes —
AIR CAB MOUNTS	yes —
14" AIR HORN	yes —
CHASSIS SHALL HAVE (5) AMBER MARKER LIGHTS.	yes —
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS.	yes —
RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS.	yes —
DUAL WEST COAST MIRRORS HEATED MIRRORS	yes —

HEATER, DEFROSTER AND AIR CONDITIONER	yes	—
CHASSIS SHALL INCLUDE 2-1/2 LB. FIRE EXTINGUISHER.	yes	—
DUAL AIR RIDE SEATS	yes	—
EXHAUST BRAKE	yes	—

CHASSIS WILL HAVE A FOUR (4) YEAR WARRANTY ON CAB/CHASSIS, ENGINE, TRANSMISSION

PLEASE INCLUDE DOCUMENTATION ON ALL CHASSIS AND BODY WARRANTIES

PLEASE INCLUDE PREVENTATIVE MAINTENANCE REPORT THAT WILL BE USED QUARTERLY FOR ALL THREE YEARS.

PLEASE INCLUDE BUYBACK PRICE ON NEW TRUCKS AS WELL AS TRUCKS ALREADY OWNED BY THE CITY.

Delivery in days: Approximately 135-150 DAYS ARO

Total Price Each

$ 214,683.00

State location of nearest service facility for body and distance
Ingram Equipment Co.
Location Theodore, AL Mileage from City 98 miles

State location of nearest service facility for chassis and distance
Empire Truck
Location Hattiesburg Mileage from City in Hattiesburg

HEIL LIBERTY®
TECHNICAL SPECIFICATIONS
CONTINUOUS PACKING AUTOMATED SIDE LOADING REFUSE COLLECTION BODY

CAPACITY	
Packer body capacity, excluding the receiving hopper: 24yd^3	**Section 2.3 & 5.1**
Hopper capacity: 4.0 yd^3	
High density loading of up to 700 pounds per cubic yard of normal refuse.	
Unit manufactured in ISO 9001 Certified facility.	
BODY DIMENSIONS	
Inside body width: 91"	
Outside body width: 96"	
Inside body height: 79"	
Outside body height above chassis rail: 97"	
Overall length of the body, tailgate and loader: 246"	
Bottom hopper width: 72"	
Hopper length: 47"	
BODY CONSTRUCTION	
All materials are steel unless otherwise specified.	
Body Floor: Smooth flat floor without a trough.	
Sides & Roof: Smooth radius cornered construction	
Body sides and roof are reinforced channel construction interfacing with the 90° cast steel radius corner mainframe bolsters. Bolster are 6" x 1.75" x 7 ga. high tensile formed channel interfacing 90° cast steel radius channels at the major upper and lower connecting points of the mainframe.	
Floor is reinforced with 6" x 1.75" x 7 ga. high tensile formed structural channels located so as to withstand continuous operation at imposed loads without harmful deformation or excessive wear.	**Section 3.4**
Body roof: 12 ga., hi-tensile sheet fully welded to a full width 6" x 1.75" x 7 ga. high tensile formed structural channel roof cross members to contain and dissipate forces equally through the roof structure.	**Section 3.3**
Body sides: 10 ga., high tensile sheet, fully welded to the sidewall vertical bolsters.	**Section 3.2**
Body floor: Flat with radiused corners at the sidewalls. 7 ga., 50,000 PSI yield.	**Section 3.4**
A 24" x 64" x 0.1875", 100,000 PSI yield sheet overlay is welded to the body floor at the transition from the hopper floor to the body floor.	**Section 3.4**

HEIL LIBERTY®
TECHNICAL SPECIFICATIONS
CONTINUOUS PACKING AUTOMATED SIDE LOADING
REFUSE COLLECTION TRUCK BODY

Floor longitudinals (long members): 10" at 20-lb/ft. structural channel. Longitudinals provide a 2.7" wide sill base.	**Section 3.4**
Floor outer members: 1.75" x 6" x 7 ga., 40,000 PSI yield formed channels. Cross members are supported adjacent the long members with 6" x 16" x .375" gussets to fully support the floor. Longitudinal to longitudinal spanner members are 1" x 3" hot rolled steel bars.	
HOOPER CONSTRUCTION	
Hopper has flat floor and vertical sidewalls. The front of the hopper is a radius style and free of any corners allowing operation of the lifting device from conventional left hand or right hand drive chassis. Hopper is designed to properly handle 30-300 gallon automated side loader containers.	**Section 5.1**
Hopper longitundinals (long members) are an extension of the body 10" at 20 lb/ft. structural channels.	**Section 5.1**
Hopper floor: 1/2", ASTM-A36 steel specification.	**Section 5.2**
Hopper sides: 1/2" hot rolled steel plate per ASTM-A36 steel specifications.	**Section 5.2**
The curb side hopper wall is equipped with a replaceable rubber flap. The flap is constructed of 3 ply cord reinforced, neoprene rubber.	
PACKING MECHANISM	
A hydraulically actuated packing platen is suspended between two (2) heavy duty, self aligning hardened steel bushings. The packing platen will complete a pack sweep cycle, displacing a volume of at least three (3) cubic yards, in a maximum of 14-16 seconds with an empty body, and is capable of operating continuously so that refuse containers can be dumped with the platen in any position.	**Section 6.3**
The packing platen is fabricated from a 1/2" reinforced steel plate. The swinging platen utilizes both sides of the assembly to distribute the waste equally to both the left and right sides of the body.	**Section 6.1**
The packing platen and support bushings are capable of being greased without entering the hopper. A six (6) fitting grease manifold is located under the body so that it is accessible from the ground with the empty body resting on the body props. Two (2) additional grease fittings, accessible from ground level, are located at the side of the hopper to grease the upper and lower platen bushings.	
The packing platen is activated by two (2) hydraulic cylinders mounted under the body and connected to the packing platen using 1.25" thick steel bars. The cylinders are 5" diameter bore x 1.5" rod x 43" stroke.	**Section 6.6**
BUSTLE TAILGATE	
The tailgate must be one piece, top hinged and opens at approximately 90°.	
Tailgate is constructed of a 10 ga., high tensile sheet on rear and side walls.	**Section 8.8**
The tailgate is reinforced by a 1.75" x 6" x 7 ga., 40,000 PSI yield formed perimeter channel.	**Section 8.8**
The tailgate is secured to the body by two (2) sets of hinges at the roof line.	

HEIL LIBERTY®
TECHNICAL SPECIFICATIONS
CONTINUOUS PACKING AUTOMATED SIDE LOADING
REFUSE COLLECTION TRUCK BODY

A heavy duty rear door removable positive one piece seal of vinyl tube gasket material is installed the full length of the bottom and 14" up the sides of the tailgate to prevent leakage.	
The tailgate is raised and lowered, locked and unlocked by hydraulically actuating two (2) double acting cylinders with a 3" bore x 18.5" stroke x 1.12" diameter chrome plated rod. The cylinder retracts to unlock and raise the tailgate. Cylinder design includes an orifice fitting to prevent the rapid descent of the tailgate in the event of a hydraulic failure.	**Section 8.2**
Tailgate props are provided to be manually lowered and secured in the raised position by a positive locking device.	
LIFTING MECHANISM	
The lift base supports the lift arm, the dump arm, the level pivot, the level link, the pivot link, and the reach link. The lift base rests atop the chassis frame rails for superior vertical distribution of loads induced into the chassis frame rails. The lift base consists of a 3/4 " x 16" x 61", 50,000 PSI yield, surface plate for chassis frame mounting and is reinforced by four (4) vertical ribs for rigidity and arm pivot placement. The ribs utilize 3/4 " x 6.5", 50,000 PSI yield steel. The front-to-rear mounting length is 18".	**Section 7**
The lift arm consists of a 4.5" x 9.5" fabricated structure with a 4" x 3" structural tube to serve as support for the dump arm.	**Section 7**
The dump arm consists of a 4" x 3" structural tube that supports tri-cuff style grabbers capable of lifting 30-110 gallon containers	**Section 7**
The level pivot is a fabricated channel with a 4.7" web x 8.2" flanges x 1/4", 50,000 PSI yield steel.	**Section 7**
The level link is a 1.5" x 3" x 0.188" structural tube machined at each end for steel spherical bearings and two (2) 1.5" x 4" TGP pins.	**Section 7**
The pivot link is a 3" x 3" x 0.375" structural tube machined for a steel bushing of on the top end, and a 2" spherical bearing on the bottom end. The bearing is sealed by (2) urethane seals. Both ends are supported by two (2) 2" x 3.5" pins.	**Section 7**
The reach link consists of two (2) parallel 3" x 5" x .375" structural tubes linked midspan and properly lined bored each end for four (4) bushings, sealed by two urethane seals, and supported by one (1) 3" x 14.5" upper pin and one (1) 3" x 13.4" lower pin.	**Section 7**
The lifting mechanism is capable of lifting containers ranging from 30-300 gallons (dependent on grabber style) at level container placement, and is capable of extending, grabbing, raising, dumping, and returning a container from any position without the need to "retract" the lift arm and performs the lift cycle functions in approximately eight (8) seconds at engine idle.	**Section 7**
The lift is powered by three (3) hydraulic cylinders with cushions at each end of the stroke.	**Section 7**
Raise and reach cylinders have hardened and chrome plated rods. Control valves are direct acting feather-able air operated.	**Section 7**

HEIL LIBERTY®
TECHNICAL SPECIFICATIONS
CONTINUOUS PACKING AUTOMATED SIDE LOADING
REFUSE COLLECTION TRUCK BODY

The lift mechanism traverse the container from the point of engagement to the elevated and rotated position of discharge through a compound elliptical curve devoid of abrupt directional changes and high gravity forces to preserve container structural integrity and greatly reduce container maintenance.	**Section 7**
BODY HOIST	
The body is raised by two (2) 4.5" bore x 56" stroke, chrome plated single acting two stage telescopic cylinders. The body achieves a dump angle of approximately 30° and be lowered by gravity.	**Section 9**
Cylinder design includes an orifice fitting in the base port which prevents the rapid descent of the body in the event of a hydraulic failure.	**Section 9**
The hoist cylinders are mounted outboard of the chassis frame and trunnioned with a 2.5" solid through shaft.	**Section 9**
Two (2) 3" structural channel body props are provided to hold the empty body in a partially raised position for servicing the unit. The props have a 2" spanner channel and are secured under the body by a positive type hook latch.	**Section 9**
HYDRAULICS	
Maximum operating pressure of the system is 2400 PSI.	**Section 10**
The hydraulic pump is a front engine, crank driven, Denison tandem vane pump with electronic over-speed control. The combined flow shall be 34 GPM @ 800 RPM. The lift pump section shall flow 18 GPM @ 800 RPM. The packer panel pump section shall flow 16 GPM @ 800 RPM. The packer panel pump shall flow up to a maximum 36 GPM @ 1800 RPM. Pump is capable of full on-route operation at truck idle RPM while truck is in gear.	**Section 10.1**
The lift hydraulics operates at a working pressure of 2250 PSI.	**Section 10**
All hydraulic tubes are securely clamped to prevent vibration, abrasion, and excessive noise.	**Section 10**
All hydraulic hoses conform to S.A.E. standards for designed pressure.	**Section 10**
The hydraulic oil reservoir has a gross capacity of 40 gallons.	**Section 10**
The tank is complete with a screened fill pipe and cap, filter breather, clean out cover, oil level sight and temperature gauge, and suction line shut-off valve.	**Section 10**
The hydraulic system is protected by a three (3) micron, in tank, return line filter along with a 100 mesh (140 micron) reusable oil strainer in the suction line.	**Section 10.4**
The return line filter also includes an in-cab filter by-pass monitor, which alerts the operator or service personnel when the filter is in need of replacement.	**Section 10**
The hydraulic system operates at an acceptable temperature without the need for external hydraulic oil cooling devices.	**Section 10**
LUBRICATION	

HEIL LIBERTY®
TECHNICAL SPECIFICATIONS
CONTINUOUS PACKING AUTOMATED SIDE LOADING
REFUSE COLLECTION TRUCK BODY

All body hinges, cylinder rod ends, cylinder base trunnions and high cycle pivot are supplied with grease fittings.	
CONTROLS	
The lift controls are a combination of electric over air over hydraulic and air over hydraulic and located in the cab convenient to the operator.	
The reach and lift is direct air over hydraulic for the x-x axis and y-y axis functions to be controlled by appropriate movement of the joystick.	
The grabber functions are electric over air over hydraulic and are controlled by thumb switches on the upper portion of the joystick.	
The lift controls are self-centering type, returning to the neutral position when released. These controls direct oil flow via a three (3) section "on-command" valve.	
The body controls are electrical over hydraulic and located in the cab convenient to the operator. The hydraulic pump supplies oil to a high flow body valve which operates the packer circuit and two (2) direct acting spool valves for the body raise and tailgate raise functions. All valve components are easily serviceable without changing entire valve body.	
The packing platen is electrically controlled from within the cab. A rocker switch automatically starts the packing cycle. The packer is also capable of manual control operating in either direction. An electric limit switch and/or pressure switch is used to automatically reverse the packer.	
ELECTRICAL	
The body functions in-cab control center is provided for system functions. All body controls are electrical and in easy reach of the operator.	
All electrical wiring connectors are automotive double-seal with wiring in split convoluted loom. All wiring connections are soldered with rubber molded covering or crimp type connectors with shrink wrap. Unprotected wiring in any application is unacceptable.	
LIGHTING	
Clearance, back up, and directional lights are LED style, shock mounted in a protective housing. The entire unit is replaceable pop out style.	
Hopper and lift work lights	
Body side back assist lights	
All lights are provided in accordance with FMVSS #108, ANSI Z245.1-1999 plus mid body turn signals on each side of the body and a center brake light on the rear.	
REAR UNDERRIDE AND THE GUARD	
The body is equipped with a rear underride guard as standard equipment, to meet Federal Motor Carrier Safety Regulation 49CFR393.86, TTMA RP No. 41-02, and SAE J682 OCT. 84.	

HEIL LIBERTY®
TECHNICAL SPECIFICATIONS
CONTINUOUS PACKING AUTOMATED SIDE LOADING
REFUSE COLLECTION TRUCK BODY

PAINTING	
The entire body is properly cleaned of all dirt, grease, and weld slag before painting. Cleaning is keeping with accepted industry practices.	
A primer coat of and a two-component polyurethane enamel top coat is applied.	
The body is equipped with ICC regulation high visibility tape. Reflective tape is installed on lower body side perimeter and across rear hopper lip.	
The underside of the body and chassis is undercoated to protect from damage caused by road debris, salt, and road chemicals.	
ADDITIONAL FEATURES	
Lift cycle counter	
Dual camera system (rear and hopper views)	
Auxiliary lift controls under RH seat	
WARRANTY	
Thirty-six (36) month body warranty	

Ingram Equipment Company, LLC

11 Monroe Drive
P.O. Box 1907
Pelham, AL 35124
(Voice) 205-663-3946 (Fax) 205-663-4816

Equipment Sales, Service & Rental

May 8, 2014

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403

RE: Buy Back Offer – (10) Automated Side Loaders

Dear Gentlemen:

Ingram Equipment Company, LLC ("Ingram") hereby offers to purchase the automated side loading refuse collection trucks as identified in our attached bid response according to the following schedule:

Term	**End of Term Purchase Guarantee**
36 Months	$106,317.68 Each
48 Months	$ 85,054.14 Each

Notwithstanding the foregoing, Ingram's offer to purchase the Equipment is contingent upon the return of the Equipment by the City of Hattiesburg, at the conclusion of the term, in full and complete satisfaction of and compliance with all of the "Equipment Buy-Back Terms, Conditions and Limitations" which are attached to this letter.

If you are willing to accept the terms of this offer to purchase, please sign the enclosed counterpart of this letter at the place shown below.

Thank you very much.

Sincerely,
Ingram Equipment Company, LLC

By: Jeff Martin
General

The City of Hattiesburg hereby accepts the offer set forth above.

DATED THIS _____ DAY OF _____, 2014.

City of Hattiesburg

By: _____
Its _____

Trade-In Equipment
Terms, Conditions & Limitations

At the time a vehicle is turned in, it must be capable of passing any applicable state and federal safety and emissions inspection. It must also meet or exceed the following Terms and Conditions. These requirements have been carefully defined to establish the operating condition of a used truck, as agreed to by both the seller and the buyer.

General

1. The purchaser reserves the right to inspect the vehicle prior to the trade-in date.
2. All standard and optional equipment, on or in truck chassis, must be in good working order, must be roadworthy, and must be on the truck as delivered.
3. Truck must pass DOT inspection and be able to go in service without any repairs.
4. Any unit that has been wrecked and sustained damages greater than 15% of the original contract price must be disclosed. **The purchaser reserves the right to reject any and all units that have not been repaired in accordance with acceptable standards or workmanship.**
5. Units (including bodies) must be maintained in accordance to the original manufacturer's published maintenance requirements. At the sole discretion of Ingram Equipment Co., LLC., proof of maintenance may be required before unit turn-in.
6. Vehicles must have a minimum of twenty (20) gallons of fuel at turn-in time.

Documents

1. A current Federal Annual and State (if applicable) inspection sticker valid for at least 120 days after the date of return must be on vehicle at time of delivery.
2. Payment for the truck will not be made until Ingram Equipment Company, LLC receives clear title/ownership. Truck must be free and clear of all liens and encumbrances.

Engine

1. Engine must be the original engine produced in the truck. If the engine has been replaced, owner must identify it as such and valuation may be altered based on engine age, mileage and other factors.
2. Engine must operate at a minimum of 80% of the original manufacturer's rated horsepower after allowing for driveline losses and as verified by a chassis dynamometer test.
3. Engine must be mechanically sound and within the manufacturer's specifications relating to oil pressure, coolant temperature and pressure and fuel pressure. Engine must have no leaks and be free from contamination. Crankcase blow-by must be within specification. Engine password must be cleared.
4. Engine air compressor must meet the manufacturer's performance specifications and must not exceed the manufacturer's maximum tolerances for oil blow-by (oil blown into the air system).
5. Batteries, starter, alternator and other ignition system components must be in sound condition. Batteries must be original CCA rating, capable of holding a charge and start the truck unassisted.
6. Air conditioning compressor must be operational and system must be free from defects and operate as intended.

Drivetrain

1. Clutch, Transmission, front and rear axles must be roadworthy and free from defects with no visible bends, cracks or leaks.
2. The clutch must be in adjustment or must be replaced if it cannot be adjusted to within acceptable tolerances.
3. Allison automatic transmission must shift smoothly and operate as originally intended.

Trade-In Equipment
Terms, Conditions & Limitations

Brakes

1. Brake linings must have at least 50% remaining wear. Brake drums must be free from breaks or cracks and cannot be worn in excess.

Tires

1. Steer: Matched original equipment tread type tires. Minimum 9/32" tread depth measured at the lowest point. Recaps are not acceptable.
2. Drive: Matched original equipment tread type tires. Minimum 12/32" tread depth measured at the lowest point. Recaps are acceptable – must be first time recapped casings
3. All tires must be free from cuts, bulges, gouges and have no irregular tread wear pattern, such as dishing, cupping, edging, feathering, etc.

Cab / Bodies and Equipment

1. Paint and/or body damage must not exceed $500.00 total per unit, including, but not limited to, the sheet metal, bumper, grill, fuel tanks, fairings, dents, rust damage, etc, etc.
2. All decals, permits, unit numbers and any other customer installed identification must be removed and done so in a manner as to not damage the original paint. Any damage resulting from de-identifying the truck must be repaired.
3. Upholstery must be free from tears or open seams. Tears, open seams, holes and punctures must be repaired.
4. All glass shall be free from cracks, chips and scratches.
5. Dash panel and interior trim pieces must not be missing and must be free from holes, cracks and/or breaks.
6. All instruments, gauges, warning lights, radio, switches and knobs must be free from defect and operate as originally intended.
7. Bodies such as dump, refuse, flatbed, etc must be free from defects and perform as originally designed for by the manufacturer.
8. There shall be no leaks of the hydraulic system.
9. Any repairs performed on body, including its hydraulic system, must be made with original equipment parts.

Ingram Equipment Company, LLC.

Refuse Equipment Sales, Service & Parts

Hattiesburg, MS

Body Service & Inspection Details

*Exterior inspection of body & internal weldments.
*Test battery disconnect switch.
*Inspect battery box, mounting, hold-downs, terminals, cables and fluid levels.
*Inspect condition of safety props & alarms.
*Lubricate and inspect operation of side body door.
*Inspect all safety switches & adjust as needed.
*Inspect condition of steps & ladders.
*Inspect & adjust throttle advance linkage as needed.
*Grease entire unit with special attention to blade & tracks.
*Replace grease fittings as needed.
*Inspect for abnormal wear to pins, bushings & wear pads.
*Inspect cylinders for leaks & rod end damage.
*Inspect all steel hydraulic lines & hoses for wear, leaks, proper routing and clamps.
*Inspect operation of all lights & electrical functions.
*Inspect wiring harness for damage.
*Inspect tailgate seal.
*Inspect the operation of tailgate locks.
*Inspect body mounts.
*Inspect the operation of all valves, blocks, and tippers if applicable.
*Check for proper detent, pressures and overall cycle-time.
*Inspect operation of pump & PTO.
*Check chassis coolant level, inspect engine compartment and drivetrain for leaks.
*Inspect for correct operation of all chassis lights.
*Inspect condition of hydraulic fluid which includes oil sampling test. Lab results sent to customer.
*Reset all pressure as needed.
*Change hydraulic filter every (6) months.
*Gasket & Seal Kit installed every (12) months.
*Tailgate seals will be changed every (12) months.
*Hydraulic fluid will be changed every (12) months.

Term: (90) Day Cycle for (3) Years

Please note that while completing these inspections we will address warranty issues on your behalf within the guidelines of your Heil warranty package. Additionally, any damaged and/or worn parts will be brought to your attention for immediate repairs. Quotes will be generated for approval prior to any additional repairs needed outside of the Fleet Maintenance Agreement.

SERVICE AGREEMENT-CHASSIS SERVICE & INSPECTION

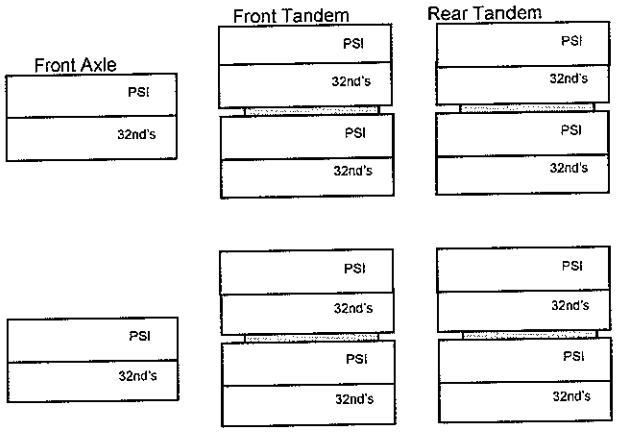
Service Authorization #: _____

CUSTOMER / FLEET NAME	DATE	ODOMETER / ENGINE HOURS / FUEL	REPAIR ORDER #
ADDRESS		UNIT NO.	VIN # (LAST 7 DIGITS)	VEHICLE MAKE & MODEL
CITY, STATE / PROVINCE, ZIP / POSTAL CODE		PHONE	DEALER NAME & CODE

COMPLETE ALL OF THE INSPECTION AND SERVICE POINTS ACCORDING TO THE SERVICE WORKED ON AND INDICATE:
√ = OK O = REPAIR REQUIRED X = REPAIR COMPLETED NA = NOT APPLICABLE

CIRCLE INSPECTION:	S
Physical Damage, Sheet Metal, Frame & X-members Grill & Radiator, Wheels, Bumpers	
Air Leaks	
Headlights – High & Low Beams	
Road Lights	
Clearance Lights / Reflectors	
Turn Lights	
Brake Lights	
Emergency Flasher	
Backup / Load Lights	
License Plates, Permits & Mounting	
Mud Flaps / Serviceable	
Fuel Tank Mounting / Filler Cap in Place	
Fuel Crossover Line (Droop, Damage) If equipped	
Fuel Leaks	
Exhaust System-Condition, Leaks & Mounting Bolts	
INITIAL DRIVE IN:	S
Clutch Pedal Free Travel	
Glass for Cracks or Chips	
Interior Lights	
Cranking System Operation	
Gauges / Warning Lights – Illumination / Operational:	
Maintain Low Idle	
Oil Pressure	
Low Air Pressure Warning Devices	
Air Cleaner Restriction Gauge	
Electronic Warning Module / A&B Cluster Lights On/Off	
Windshield Wiper / Washer Condition & Operation	
Horns (Electric & Air)	
Mirrors / Heated / Motorized Operation	
Service Indicator Reset	
Drain Water from Air Tanks	
REAR FRAME:	S
5th Wheel Mounting & Condition / Check Adjustment / Handle Locked	
Air Lines & Glad-hands	
Trailer Light Cord & Connectors	
Pintle – Hook / Eye Mounting & Condition	
Inner & Outer Hub Seals Leaks	
Spring Shackles & Hanger Brackets	
Spring Leaves / Bushings / Shocks / Air Bags	
Radius Rods / Torque Arms	
BATTERIES:	S
Battery & Cable Condition	
TIRES & WHEELS:	S
Missing Valve Caps / Tighten Stem Locks	
Cracks Or Loose Wheel Lugs	
Tandem Mating / Tire Clearance	
Irregular Wear / Air Leaks	
Tire Pressure (Record in Space Provided at Top Right)	
Remaining Tread (Record in Space Provided at Top Right)	

TIRE INSPECTION
Enter Tire Air Pressures Before Adjustment



Air Pressure Adjusted to: _____. _____.
Front Tires Rear Tires

ENGINE OIL CHANGE / CHASSIS LUBE – BEGIN:	S
Engine Oil Analysis –Take Sample (See PM Service Work Authorization)	
Remove Engine Oil Pan Drain Plug / Drain Oil	
Inspect Engine Oil Drain Plug for Debris	
Verify Replacement Filters Part Numbers	
Lubricate Door Hinges & Latches	
Chassis Lubrication / 5th Wheel / Drive Line / Fan Hub	
UNDER VEHICLE:	S
Rear Axle Leaks & Lubricant Level	
Rear Axle Breathers – Clear	
Drive Lines – U-Joints & Slip Yokes	
Brake Hoses - Cracks, Chafing any damage extending thru Outer Ply	

Brakes: Lining Remaining – Estimate of thickness – NO DISASSEMBLY

Check 1 measure per column.	Front Axle Left	Front Axle Right	Front Tandem Left	Front Tandem Right	Rear Tandem Left	Rear Tandem Right
½ " or more →	☐	☐	☐	☐	☐	☐
¼ " to ½ " →	☐	☐	☐	☐	☐	☐
Less than ¼ " →	☐	☐	☐	☐	☐	☐

Drum Condition: Visual Inspection: (Good, Fair, Bad) – NO DISASSEMBLY

Check 1 measure per column.	Front Axle Left	Front Axle Right	Front Tandem Left	Front Tandem Right	Rear Tandem Left	Rear Tandem Right
Good →	☐	☐	☐	☐	☐	☐
Fair →	☐	☐	☐	☐	☐	☐
Poor →	☐	☐	☐	☐	☐	☐

Transmission Leaks & Lubricant Level
Engine Oil Pan Plug - Reinstall
Steering Gear – Cracks & Leaks, Mounting brackets loose fasteners
Steering Shaft Splines & Joint(s)
Pitman Arm
Drag Link
Steering Arms
Tie Rod Arms
Tie Rod Ends
Radius Rods / Torque Arms
Spring Shackles & Hanger Brackets
King Pin Wear
Spring Leaves / Shocks / Air Bags
Front Hub Lubricant Level / Leaks

ENGINE COMPARTMENT	S	TECHNICIAN'S COMMENTS:
Oil Filter(s) – Replace		
Fuel Filter(s) – Replace		
Fuel Water Separator – Replace (See PM Service Work Authorization)		
Engine Oil - Replace		
Check for Leaks: Engine Oil / Fuel		
Engine Oil Level		
Steering Gear Fluid Level		
Check Hydraulic Brake Fluid Level (Medium Duty if Applicable)		
Drive Belt(s) Condition		
Check Water Pump - Leaks		
Engine Block Heater (Continuity Test)		
Hose Condition & Connections		
Coolant Level		
Coolant - Take Sample		
Coolant – Check for sign of oil and/or debris ☐ Pass ☐ Fail		
Coolant – Check Freeze Point (use Refractometer) ☐ Pass (-25°F to -50°F) ☐ Fail (above -25°F or below -50°F) Coolant Protection (Freeze Point) : _____ ° (degrees Fahrenheit)		
Coolant: Check Corrosion Protection ☐ Conventional Coolant Verify Color ☐ Pink or Purple ☐ Green ☐ Brown ☐ Other Check Supplemental Coolant Additive Conditioner to Mfg Spec. ☐ SCA's OK ☐ Undercharged ☐ Overcharged Or ☐ Extended Life Coolant (ELC) Check for ELC Label/Sticker Verify Color ☐ Red Check for Corrosion Protection with **ELC Testing Kit** ☐ Adequate Protection (Pass) ☐ Lacks Protection (Fail)		
Replace Coolant Filter (If Applicable – See PM Service Work Authorization)		

DOT INSPECTION EXPIRATION DATE:

/ /

DAY / MONTH / YEAR

OTHER - INSPECTIONS EXPIRATION DATE:

/ /

DAY / MONTH / YEAR

DRIVER'S COMMENTS:

FOR DEALERSHIP USE ONLY

☐ **This Inspection has been completed.**

VIN #: _____
(Last 7 Digits Required)

INSPECTED BY: _____

APPROVED BY: _____

I acknowledge that all items noted on this form as requiring repair(s) have been explained to me. I further accept responsibility for all items indicated on this form requiring repair, that were not repaired at my direction, and shall indemnify and hold harmless the Dealer, their officers, directors, and employees, from and against any and all claims, suits, damages, costs, losses, and expenses, including attorney's fees, in any manner resulting from or arising out of the failure of an unrepaired part, component or system.

_____

APPROVED BY:
CUSTOMER SIGNATURE REQUIRED HERE

Ingram Equipment Company, LLC

11 Monroe Drive
P.O. Box 1907
Pelham, AL 35124
(Voice) 205-663-3946 (Fax) 205-663-4816

Equipment Sales, Service & Rental

May 8, 2014

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403-1898

RE: Equipment Trade –In Offer

Dear Gentlemen:

Ingram Equipment Company, LLC ("Ingram") hereby offers to purchase the twelve (12) Heil 22yd^3 DuraPack Python/International side loader trucks currently used by the City of Hattiesburg for the amount shown below:

$45,000.00 (forty-five thousand dollars and no cents) EACH

Notwithstanding the foregoing, Ingram's offer to purchase the Equipment is contingent upon the delivery of the equipment by the City of Hattiesburg in full and complete satisfaction of and compliance with all of the "Equipment Trade-In Terms, Conditions and Limitations" which are attached to this letter.

If you are willing to accept the terms of this offer to purchase, please sign the enclosed counterpart of this letter at the place shown below.

Thank you very much.

Sincerely,
Ingram Equipment Company, LLC

By: _____
Jeff Martin
General Manager

Neely Coble hereby accepts the offer set forth above.

DATED THIS _____ DAY OF _____, 2014.

City of Hattiesburg

By: _____
Its _____

Trade-In Equipment
Terms, Conditions & Limitations

At the time a vehicle is turned in, it must be capable of passing any applicable state and federal safety and emissions inspection. It must also meet or exceed the following Terms and Conditions. These requirements have been carefully defined to establish the operating condition of a used truck, as agreed to by both the seller and the buyer.

General

1. The purchaser reserves the right to inspect the vehicle prior to the trade-in date.
2. All standard and optional equipment, on or in truck chassis, must be in good working order, must be roadworthy, and must be on the truck as delivered.
3. Truck must pass DOT inspection and be able to go in service without any repairs.
4. Any unit that has been wrecked and sustained damages greater than 15% of the original contract price must be disclosed. **The purchaser reserves the right to reject any and all units that have not been repaired in accordance with acceptable standards or workmanship.**
5. Units (including bodies) must be maintained in accordance to the original manufacturer's published maintenance requirements. At the sole discretion of Ingram Equipment Co., LLC., proof of maintenance may be required before unit turn-in.
6. Vehicles must have a minimum of twenty (20) gallons of fuel at turn-in time.

Documents

1. A current Federal Annual and State (if applicable) inspection sticker valid for at least 120 days after the date of return must be on vehicle at time of delivery.
2. Payment for the truck will not be made until Ingram Equipment Company, LLC receives clear title/ownership. Truck must be free and clear of all liens and encumbrances.

Engine

1. Engine must be the original engine produced in the truck. If the engine has been replaced, owner must identify it as such and valuation may be altered based on engine age, mileage and other factors.
2. Engine must operate at a minimum of 80% of the original manufacturer's rated horsepower after allowing for driveline losses and as verified by a chassis dynamometer test.
3. Engine must be mechanically sound and within the manufacturer's specifications relating to oil pressure, coolant temperature and pressure and fuel pressure. Engine must have no leaks and be free from contamination. Crankcase blow-by must be within specification. Engine password must be cleared.
4. Engine air compressor must meet the manufacturer's performance specifications and must not exceed the manufacturer's maximum tolerances for oil blow-by (oil blown into the air system).
5. Batteries, starter, alternator and other ignition system components must be in sound condition. Batteries must be original CCA rating, capable of holding a charge and start the truck unassisted.
6. Air conditioning compressor must be operational and system must be free from defects and operate as intended.

Drivetrain

1. Clutch, Transmission, front and rear axles must be roadworthy and free from defects with no visible bends, cracks or leaks.
2. The clutch must be in adjustment or must be replaced if it cannot be adjusted to within acceptable tolerances.
3. Allison automatic transmission must shift smoothly and operate as originally intended.

Trade-In Equipment
Terms, Conditions & Limitations

Brakes

1. Brake linings must have at least 50% remaining wear. Brake drums must be free from breaks or cracks and cannot be worn in excess.

Tires

1. Steer: Matched original equipment tread type tires. Minimum 9/32" tread depth measured at the lowest point. Recaps are not acceptable.
2. Drive: Matched original equipment tread type tires. Minimum 12/32" tread depth measured at the lowest point. Recaps are acceptable – must be first time recapped casings
3. All tires must be free from cuts, bulges, gouges and have no irregular tread wear pattern, such as dishing, cupping, edging, feathering, etc.

Cab / Bodies and Equipment

1. Paint and/or body damage must not exceed $500.00 total per unit, including, but not limited to, the sheet metal, bumper, grill, fuel tanks, fairings, dents, rust damage, etc, etc.
2. All decals, permits, unit numbers and any other customer installed identification must be removed and done so in a manner as to not damage the original paint. Any damage resulting from de-identifying the truck must be repaired.
3. Upholstery must be free from tears or open seams. Tears, open seams, holes and punctures must be repaired.
4. All glass shall be free from cracks, chips and scratches.
5. Dash panel and interior trim pieces must not be missing and must be free from holes, cracks and/or breaks.
6. All instruments, gauges, warning lights, radio, switches and knobs must be free from defect and operate as originally intended.
7. Bodies such as dump, refuse, flatbed, etc must be free from defects and perform as originally designed for by the manufacturer.
8. There shall be no leaks of the hydraulic system.
9. Any repairs performed on body, including its hydraulic system, must be made with original equipment parts.

HEATER, DEFROSTER AND AIR CONDITIONER ___ ___

CHASSIS SHALL INCLUDE 2-1/2 LB. FIRE EXTINGUISHER. ___ ___

DUAL AIR RIDE SEATS ___ ___

EXHAUST BRAKE ___ ___

CHASSIS WILL HAVE A FOUR (4) YEAR WARRANTY ON CAB/CHASSIS, ENGINE, TRANSMISSION

PLEASE INCLUDE DOCUMENTATION ON ALL CHASSIS AND BODY WARRANTIES

PLEASE INCLUDE PREVENTATIVE MAINTENANCE REPORT THAT WILL BE USED QUARTERLY FOR ALL THREE YEARS.

PLEASE INCLUDE BUYBACK PRICE ON NEW TRUCKS AS WELL AS TRUCKS ALREADY OWNED BY THE CITY.

Delivery in days:_____

Total Price Each

$_____

State location of nearest service facility for body and distance

Location _____ Mileage from City _____

State location of nearest service facility for chassis and distance

Location _____ Mileage from City _____

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 8, 2014, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following, to-wit:

TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODIES

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 "BID" 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 8th day of April, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODIES FOR THE HATTIESBURG PUBLIC WORKS DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

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, May 8, 2014, 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
TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODIES FOR THE HATTIESBURG PUBLIC WORKS DEPARTMENT
SUBMITTED BY 10:00 A.M. MAY 8, 2014

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 8th day of April A. D., 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

One or More
Automated Side Loader Refuse Collection Truck Body

SUGGESTED BID SPECIFICATIONS
Bidder Shall Complete the Following
If No, State Specifically the Item being Offered

Meets Specifications:

YES NO

Section 1 APPLICATION

1.1 It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body. ____ ____

1.2 The capacity shall be 24 cubic yards, exclusive of the hopper. ____ ____

1.3 Features standard to this unit will be furnished by the successful bidder. Body shall conform in strength, quality of material, and workmanship to that provided by the best engineering and manufacturing practices of the industry. ____ ____

1.4 All equipment shall be new model design, assembled and ready for operation at the time of delivery. ____ ____

1.5 Bidders shall attach a statement that the unit meets or exceeds these specifications and/or list any exceptions fully and accurately. ____ ____

Section 2 GENERAL

2.1 Refuse body will have a capacity of 24 cubic yards, exclusive of the hopper. ____ ____

2.2 Packer body capable of packing 900 pounds per cubic yard of dry household trash. ____ ____

2.3 Hopper shall have a minimum capacity of 6 cubic yards. ____ ____

2.4 Packer must meet all applicable standards. ____ ____

Section 3 BODY CONSTRUCTION (The following specifications are minimums.)

3.1 The body shall be all welded construction. ____ ____

3.2 Body wall thickness is 10 gauge Hardox 450, 174,000 psi strength. ____ ____

3.3 Body roof thickness is 10 gauge, 80,000 psi. ____

____

3.4 Body floor is 7 gauge AR 235, 70,000 psi. ____ ____

3.5 Sides, front and rear to be reinforced for strength requirements. ____

____

3.6 Reinforcement design and characteristics dependent upon construction methods used, but they must be certified to meet the specified compacting requirements without body distortion. ____

____

3.7 Unit shall have a shovel holder. ____ ____

3.8 Unit shall have a clean out tool. Unit shall have dual cleanout doors with a dimension of 12" x 16" each. ____

____

Section 4 BODY DIMENSIONS

4.1 Body height above truck frame is not to exceed 108". ____

____

4.2 Outside width of the body is not to exceed 96". ____

____

Section 5 HOPPER

5.1 The hopper shall have a minimum capacity of 6 cubic yards. ____

____

5.2 The hopper floor shall be a minimum of 1/4" AR 400 abrasion resistant steel. ____ ____

5.3 The hopper sides are to be a minimum of 1/4" AR 400 abrasion resistant steel. ____ ____

5.4 A hydraulic crusher panel will be furnished to prevent refuse loss during transport. ____ ____

5.5 A ladder or foot supports with grab handles shall be designed to meet OSHA standards and provide easy access to the hopper area. ____

____

5.6 The hopper shall have a minimum displacement rate of 5.4 cubic yards per minute. ____

____

Section 6 PACKING MECHANISM

6.1 The packing panel is to be 3/8" 50,000 psi steel. ____

____

6.2 The packing mechanism is to retain compacted material in the body. ____

6.3 Length of the packing cycle is to be determined by proximity switches. When the Auto Pack feature sees maximum pressure 3 consecutive times it shuts off indicating that the packer is full. ____

6.4 Packing features are dependent upon each manufactures design, but must be capable of accomplishing the requirements set forth in these specifications. It must also fulfill the operational claims made by the manufacturer. ____ ____

6.5 Packing shall complete a pack cycle in a maximum of 20 seconds at idle speed. ____

6.6 Packing cylinder sleeves are chrome plated single stage cylinders. Cylinder dimensions are cylinder bore diameter is 4 1/2", cylinder rod diameter is 3", and stroke length is 43". ____

Section 7 LIFTING AND GRIPPING MECHANISM

7.1 The lifting mechanism shall be capable of gripping, lifting, raising, and dumping containers from 36 to 110 gallons with the use of a joy stick. The joy stick shall be conveniently located to the left of the operator. An ergonomically designed padded armrest shall be provided to support the operator's arm during operation. ____

7.2 The arm will consist of three main horizontal mast sections, one vertical lift section with 2 arms. ____ ____

7.3 The inner mast section will be constructed of 2 C channels with a web thickness of .5512", height of 6.189" and a leg width of 2.409". Both channels shall be 78.25" long. ____

7.4 The middle C channels shall be of the same material only 84"long. ____

7.5 The main outer mast assembly shall be constructed of 2 C shaped channels with a web thickness of .6378", height of 6.890" and a leg width of 2.5937" These channels shall be 83.75" long in length. ____

7.6 There will be 6 combination bearings that the mast assembly rides on. The bearing surfaces must be of a 62 Rockwell hardness on the C scale. ____

7.7 The main vertical mast shall be made from 6" x 8" 3/16 thick tube. ____

7.8 There will be 2 lift arms 1" thick, 3.475" wide, and approximately 26" long made from T-1 steel. ____

7.9 The lifting mechanism must be mounted to the chassis. Lifting mechanism's mounted to the body will not be acceptable. ____

7.10 The mechanism shall be spring steel and have the capability of gripping containers within the range previously mentioned without having to change grip arm configurations. ____ ____

7.11 Gripping force is to be adjustable to provide container retention and also for limiting the radial force applied to prevent container damage. ____

7.12 Lifting mechanism shall be capable of a complete cycle, which includes grip, lift, dump, undump, lower, and ungrip in a maximum of 8 seconds. ____

7.13 The mechanism shall be capable of lifting, raising, dumping, and returning containers from any position within its reach. ____

7.14 The mechanism shall incorporate serviceable bearings at the grip, pivot, and extension-retraction points to ensure smooth operation and long service life. ____ ____

7.15 The "reach" of the mechanism shall extend a minimum of 144" from its fully retracted to pivot, and extension-retraction points to ensure smooth operation and long service life. ____

7.16 The mechanism will be capable of lifting 1,000 lbs. at 12 feet to which the arm is extended. **"Note" The "Bidder" shall provide "Certification" of this capability with their bid.** ____ ____

7.17 The container shall be tilted a minimum of 45 degrees past horizontal to provide for full dumping. ____

7.18 Arm shall use chains to lift container. ____

7.19 Arm shall also have rocker switches mounted under the RH seat to operate arm from standing outside of chassis. ____

7.20 Arm cycle counter to be included ____

Section 8 TAILGATE

8.1 The tailgate is to be hinged at or above the roofline using high strength steel hinges it is to be raised for load dumping by 2 double acting

cylinders mounted on the outside of the tailgate. These cylinders shall be of a design that will prevent rapid lowering of the tailgate in case of a hydraulic component failure. _____

8.2 The tailgate cylinders shall have chrome plated rams. Cylinder dimensions will be 3" bore diameter, 2" ram, and a 30" stroke. _____ _____

8.3 The tailgate is to be released and locked with no moving parts other than the two (2) primary lift cylinders and associated locking mechanisms. _____

8.4 A gasket is to be affixed to the tailgate to provide a watertight seal between the body and tailgate. _____ _____

8.5 The tailgate must be equipped with a tailgate ajar switch with audible and visible warning devices fixed in the cab which comply with ANSI standards and warns when the tailgate is partially to completely open. _____

8.6 Body hinge structures must be of proper design, materials, and construction to support the tailgate. _____ _____

8.7 Tailgate maintenance safety props shall be provided. _____

8.8 Tailgate bubble is Hardox 450, 174,000 psi, tailgate sides are 10 gauge 80,000 psi. _____

Section 9 EJECTION-DUMPING SYSTEM:

9.1 Dumping is to be accomplished by raising the body. _____

9.2 Dumping shall be done by means of a single telescoping, center mounted, hydraulic cylinder capable of lifting the box when compacted to maximum capacity. Hoist cylinder is a Nitrate treated, 4 stage cylinder, with a 180" stroke. Bore diameter of the cylinder from largest to smallest is 6 ½", 5 ½", 4 ½", 3 ½". _____ _____

9.3 The body dump angle shall be such that all refuse in the box will be removed without sticking or bridging. Body dump angle is 45 degrees. _____

9.4 All dumping controls will be a basic control panel system that is cab mounted. Control panel must be interlocked with a manual override to prevent accidental refuse discharge. _____

9.5 All ejection/dumping controls shall be operated from inside the cab. _____ _____

Section 10 HYDRAULIC SYSTEM:

10.1 The hydraulic system is composed of 2 vane pumps, one for body functions, and one for arm functions. Pumps have a common suction. Hydraulic pump model is Denison T6DC. D cartridge is for body function, C cartridge is for arm function. The hydraulic pressure body line shall be made up of a Denison Eco System with a 12 volt DC in line mounted solenoid which diverts the flow back to the Inlet when the pump is not engaged and a flow control block which diverts excess flow back to the Inlet. Body functions pump maximum flow is 30 gpm @ 700 rpm. Arm functions pump maximum flow is 22 gpm @ 700 rpm. Hydraulic system pressure relief for the body is 2500 psi and for the arm it is 2000 psi. ____

10.2 Pump capacity shall not be less than 52 gpm @700 rpm. ____

10.3 Factory installed relief valves shall be incorporated into the system and set at 2500 psi for body functions and 2000 psi for Arm functions. ____ ____

10.4 A 10 micron absolute filter is installed in the return line. ____

10.5 Hydraulic tank is to be frame mounted and equipped with a 10 micron breather element and eye level sight gauge. Tank location will be determined by body configuration. ____

10.6 Hydraulic reservoir tank capacity must be at least 78 gallons. ____

10.7 Hydraulic system must contain cylinders capable of performing the Operational requirements set forth in these specifications. ____

10.8 Hydraulic hoses are to be SAE approved construction with hose burst pressure 4 times working pressure and have protective coverings. ____ ____

10.9 Hydraulic control assemblies must be located so that at no time or load Condition it becomes necessary to remove the load to service these components. ____ ____

10.10 All cylinders must have the latest design sealing materials. ____

10.11 Unit must have protective cover on pack manifold. ____

Section 11 CONTROLS:

11.1 All compactor operating controls are to be located in the truck cab and mounted for operator convenience and comfort. ____ ____

11.2 Warning signals shall be incorporated into all circuits monitoring abnormal compactor operations. ____ ____

Section 12 LIGHTING AND WIRING:

12.1 All lights and reflectors shall be in accordance with Federal and State I.C.C. Motor Vehicle Safety Standards. ____ ____

12.2 Provisions will be made for maximum visibility and may include 2 red stop-tail lights, 2 red turn-tail lights, and an I.D. cluster. All lights must be L.E.D. ____

____

12.3 A lighted license plate bracket will be provided. ____

____

12.4 Unit must include arm, hopper, and side mounted work lights. ____

____

12.5 Unit must include 2 tailgate work lights and 4-inch amber strobe lights plus alternating flashing lights. ____ ____

Section 13 PAINTING:

13.1 All components will be properly cleaned prior to priming. ____

____

13.2 All burrs and rough spots are to be removed. ____

____

13.3 Two (2) coats of rust inhibiting primer are to be applied prior to the finish coat. ____ ____

13.4 Final coat to be high gloss white. ____

____

Section 14 CAMERAS:

14.1 Two (2) Color Cameras will be provided: 1st placed in the rear for use as a backup camera. 2nd placed to monitor hopper area. ____

____

14.2 Color Camera monitor shall be mounted in the cab and be fully adjustable flat screen type with split screen option so all camera views can be displayed at one (1) time and automatically switch to full screen backup camera when unit is shifted to reverse. ____

____

14.3 The Cameras' shall be Safety Vision ____

____

14.4 Protective cases shall be provided for the cameras. ____

____

14.5 All Cameras' shall have shields to minimize sun glare. ____

____

Section 15 WARRANY & OTHER:

15.1 Two complete sets of operators, parts, and service manuals will be **supplied for truck chassis and refuse body. Mechanic training and operator training for a minimum of two days. Also bidder is responsible for any new employee operator or mechanic training in the future (up to three years) at no charge to the City**

___ ___

15.2 Body to have Three Year Warranty on Body, Cylinders, Hydraulics, and Arm ___

___

15.3 On Site Warranty at City Garage ___ ___

14.3 Quarterly Maintenance Inspection at City garage for Three Years ___

___

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc. ___

___

14.5 Bidder must have a certified service/parts facility with minimum of three certified mechanics within 100 miles of City garage. Facility must not be a subcontracted facility. Must be operated by bidder. ___

___

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc. ___

___

Conventional Chassis Specifications

	YES	NO
CHASSIS SHALL HAVE DUAL SITDOWN DRIVE WITH ALL GAUGES.	___	___
GVWR SHALL BE 46,000 LBS.	___	___
CUMMINS ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM.	___	___
(2) 2250 CCA BATTERIES	___	___
SIX (6) GALLON DEF TANK	___	___
1200 SQ INCH RADIATOR	___	___
1350 FLANGE ADAPTER FOR FRONT MOUNT PUMP WITH 24" FRONT FRAME EXTENSION	___	___
CHASSIS SHALL 160 AMP ALTERNATOR WITH REMOTE BATTERY VOLT SENSE.	___	___
TRANSMISSION SHALL BE AN ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION.	___	___
SYNTHETIC TRANSMISSION FLUID	___	___

CHASSIS SHALL INCLUDE DETROIT DA-F-16.0-5 16,000#
FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE. — —

FRONT BRAKES SHALL BE MERITOR 16.5X6 Q+ CAST SPIDER
CAM, DOUBLE ANCHOR, FABRICATED SHOES. — —

16,000LB TAPERLEAF FRONT SUSPENSION. — —

30,000LB U-SERIES SINGLE REAR AXLE. — —

6.14 REAR AXLE RATIO — —

REAR BRAKES SHALL BE MERITOR 16.5X7 P CAM, DOUBLE
ANCHOR, CAST SHOES. — —

30,000LB FLAT LEAF SPRING REAR SUSPENSION WITH
RADIUS ROD. — —

AUTOMATIC REAR SLACK ADJUSTERS — —

AIR DRYER WITH HEATER — —

CAB TO AXLE – MEET BODY REQUIREMENTS — —

7/16X3-9/16X11-1/8 INCH STEEL FRAME
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI — —

1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
REINFORCEMENT. — —

80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL
TANK – LH — —

315/80R24.5 20 PLY RADIAL
FRONT TIRES — —

11R24.5 16 PLY RADIAL REAR TIRES — —

WHEELS 22.5X9 10-HUB PILOT 5.25 INSET
5-HAND HD STEEL DISC FRONT WHEELS. — —

WHEELS 22.5X9 10-HUB PILOT 5-HAND
HD STEEL DISC REAR WHEELS. — —

108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB. — —

AIR CAB MOUNTS — —

14" AIR HORN — —

CHASSIS SHALL HAVE (5) AMBER MARKER LIGHTS. — —

LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS
MOUNTED UNDER PRIMARY MIRRORS. — —

RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX
MIRROR WITH TRIPOD BRACKETS. — —

DUAL WEST COAST MIRRORS HEATED MIRRORS — —

2696 Sellers Drive
Meridian, MS 39301
P 601.693.3333 F 601.485.7978 T 800.737.5237
tristatetruck.com

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May 7, 2014

Tri State Truck Center

Meridian, MS
Memphis, TN
Jackson, TN
Little Rock, AR
Jonesboro, AR
Tupelo, MS
Jackson, MS

Tri State Truck Center submits bids as requested for the following units:

Ten (10) automated side loader refuse collection trucks;

2015 Mack LEU613 mounted with McNeilus 2849- $248,987.53

Residual amount of $124,500 after terms of 24 months

- *est. note @ 2.5 apr $5500*

Residual amount of $87,150 after terms of 36 months

- *est. note @ 2.5 apr $4800*

Residual amount of $49,800 after terms of 48 months

- *est. note @ 2.5 apr $4500*

10 units will be available within 180 days of receipt of purchase order.

Tri State Truck Center would like to thank you for your opportunity to bid with the City of Hattiesburg.

Thanks,

Justin Williams

LIMITED WARRANTY (NORTH AMERICA)
MCNEILUS CONCRETE MIXER VEHICLES AND REFUSE VEHICLES

1. LIMITED WARRANTY

Except as provided below, and provided the vehicle is placed in service within one (1) year after shipment from the factory, as established by the original invoice, for a period of six (6) months after delivery to the first user of the vehicle (Customer), McNeilus Truck and Manufacturing, Inc. (McNeilus) warrants to Customer that such vehicle will be free from defects in material and workmanship. This limited warranty shall apply only if the vehicle is properly maintained and used in service which is normal for the particular vehicle. Normal service means service which does not subject the vehicle to stresses or impacts greater than those normally resulting from careful use of the vehicle or chassis. In order for a warranty claim to be valid, Customer must notify McNeilus in writing of the defect within the warranty period stated above and within thirty (30) days after the date of repair. This limited warranty extends only to the first user of the vehicle and is not transferable by such user.

This limited warranty does not apply to, and McNeilus makes no warranty whatsoever as to (1) Integral parts, components, attachments or trade accessories not manufactured by McNeilus, but instead, the applicable warranties, if any, of the respective manufacturers thereof shall apply; (2) Any vehicle, chassis, or component part, attachment or accessory damaged by misuse, neglect, accident, operator error, operation beyond rated capacity or other improper operation, maintenance or storage; (3) Any vehicle, chassis, or component, part, attachment or accessory which is repaired, altered or assembled in an unauthorized manner which, in the sole judgment of McNeilus, affects the performance, stability or purpose for which it was manufactured; (4) Frames or crossmembers which are subjected to welding, heat treatment or corrosion caused by the use of acids or abrasive materials after delivery to Customer; and (5) parts which are not defective, but which may wear out and have to be replaced during the warranty period including, but not limited to, tires, fluids, gaskets and light bulbs. McNeilus assumes no responsibility for the assembly of its parts or sub-assembly into finished vehicles unless the assembly or sub-assembly is performed by McNeilus or its authorized contractor.

This warranty shall be void if, upon the occurrence of any incident involving the vehicle and resulting in any personal injury or property damage, Customer fails to notify McNeilus within 48 hours of such occurrence or fails to permit McNeilus and/or its representatives to have immediate access to such vehicle and all records in the possession of or within the control of Customer relating to the vehicle and the occurrence.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE EXCLUSIVE WARRANTY GIVEN BY MCNEILUS. MCNEILUS HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. This limited warranty may not be modified except in writing signed by an officer of McNeilus.

3. CUSTOMER'S REMEDIES

If the vehicle fails to conform to the warranty set forth in paragraph 1, Customer shall notify McNeilus in writing, and shall make the vehicle available for inspection by McNeilus or its designated agent. At the request of McNeilus, any defective part or component shall be returned to McNeilus for examination, with transportation charges prepaid by Customer. Within a reasonable time following such notice, McNeilus shall, at its option, either (a) repair or replace any defective part or component with a part or component that is not defective; or (b) refund the purchase price in full. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF INCIDENTAL, SPECIAL, INDIRECT AND CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL MCNEILUS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LABOR COSTS, TRANSPORTATION COSTS OR PROPERTY DAMAGE, ARISING FROM OR IN ANY WAY RELATING TO THE PURCHASE, SALE OR USE OF THE VEHICLE, FROM ANY BREACH OF THIS LIMITED WARRANTY OR FROM ANY OTHER CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGE DUE TO DELAY, NON-DELIVERY, INABILITY TO USE THE VEHICLE, DAMAGE DUE TO DEFECTS IN THE VEHICLE AND DAMAGE DUE THE NEGLIGENCE OF MCNEILUS. This exclusion applies regardless of whether the claim for damages is based on warranty (expressed or implied) or otherwise based on contract, on tort or on any other theory of liability, and regardless of any advice or representations that may have been rendered by McNeilus concerning the vehicle.

5. MCNEILUS WARRANTY MANUAL AND PROCEDURE

Additional information, procedures and exclusions applicable to this warranty and warranty services are set forth in the McNeilus Warranty Manual and Procedures, as may be amended from time to time. The current McNeilus Warranty Policy can be found at [insert hyperlink to web page]. In the event of a conflict between the terms of this warranty and the terms of the McNeilus Warranty Manual and Procedures, the terms of the McNeilus Warranty Policy shall control.

McNeilus®

An Oshkosh Truck Corporation Company

WARRANTY MANUAL

Three Year Warranty Package

Warranty Manual

Serial # (TBD)

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Warranty Manual

FACTORY SERVICE/PARTS LOCATIONS

For trained personal service contact your regional McNeilus Factory Service/Parts location to order parts, to receive service information, or for other assistance.

CORPORATE HEADQUARTERS

Contact McNeilus Truck and Manufacturing, Inc. directly at our corporate headquarters at the following address, phone numbers and internet addresses:

McNeilus Truck and Manufacturing, Inc.
PO Box 70, 524 County Road 34 East
Dodge Center, MN 55927

Telephone: (507) 374-6321
FAX: (507) 374-6306

Web-site: www.mcneiluscompanies.com

London Machinery Inc.
485 McCormick Blv.
London, Ontario, Canada N5W 5N1

Telephone: (519) 453-8880
FAX: (519) 453-8916

Web-site: www.lmi.ca

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MCNEILUS TRUCK AND MANUFACTURING, INC. WARRANTY POLICY

McNeilus Truck and Manufacturing Co. warrants the equipment manufactured by McNeilus to be free from proven defects in material and workmanship under normal use and service. McNeilus' obligation under this warranty is limited to repairing or replacing, at McNeilus' option, if upon examination by McNeilus the equipment or parts are found to be defective in materials or workmanship.

McNeilus' warranty shall not apply to equipment that has been subject to misuse, negligence, or accident, or which has been repaired or altered without McNeilus' prior knowledge and consent. McNeilus will not be responsible for in-warranty repairs made in the field by personnel other than from McNeilus unless authorized by McNeilus. In no case shall McNeilus be liable for consequential, incidental, special, or indirect damages of any kind.

Your truck is designed to operate only with the OEM products used by McNeilus. This limited warranty will be void if the McNeilus products are modified other than as done at McNeilus' factory or its branches unless authorized by McNeilus in writing. Use of parts and assemblies from another manufacturer as substitutes for OEM products will also void the limited warranty. There will be no warranty on used parts.

McNeilus disclaims any responsibility for transportation, loss of time, or use of parts or vehicle in which the parts are installed. The warranty does not cover, and McNeilus will not pay for or provide the labor or materials which may be necessary to remove a defective part or install a replacement part. The warranty is limited to the exchange of the part only if deemed defective by McNeilus.

McNeilus Truck & Mfg. Locations:

Corporate Headquarters
McNeilus Truck and Manufacturing,
Dodge Center, Minnesota 55927
507-374-6321 Phone Support@mcneilusco.com

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WARRANTY POLICY

I. GENERAL PROVISIONS

Warranty can be requested by any Account Holder as or on behalf of the Buyer. Account Holder is anyone who has established an active account with McNeilus Companies and is in good standings. For warranty purposes, Account holder, Buyer, Dealer, Customer, or Applicant is interchanges in the policy, and may be the same entity. Warranty begins no later than 10 days from the date of delivery to the buyer from the factory.

1. Buyer contacts McNeilus Company for determination as to possible warranty coverage. Initial determination is based on age of unit, component in question, and Buyer's warranty coverage period, observation of the failure and other supporting means of warranty.

2. If repair falls within warranty guidelines, Buyer arrange all necessary repairs. If parts are required for the repair, parts will be purchased by the Applicant and the invoice referenced on warranty claim form.

3. Applicant will gather any Factory Pre-Approvals as required by warranty.

4. Applicant will complete a Warranty Claim Form with description of failure and pictures of the failed part. The pictures of the failed part will be used to determine if the failed part needs to be returned for further evaluation. The process for returning a requested part will follow the standard warranty procedure.

5. McNeilus will determine if components need returned for evaluation, on a claim by claim basis. Return request forms will be sent to the applicant by the McNeilus Warranty group.

6. Buyer must make product available for warranty repairs. Delays in making required repairs that results in component failure could increase cost of repair and void warranty coverage.

7. All parts being changed as part of the Warranty consideration process must be kept by applicant until the completion of the claim. Completion is either a claim approval or denial notice. Any parts that are requested by McNeilus and not available may result in the claim being denied.

8. Upon completion of the warranty evaluation, McNeilus will issue a disposition to the applicant. Credits for approved claims will be issued to the applicant's parts account. This credit will contain the necessary information related to the repair to match the invoice to the correct Warranty claim form.

9. Labor claims, if applicable will be reimbursed at a rate of $35 per hour (US currency). If there are extenuating circumstances that caused the labor times to go above the standards set by McNeilus a description of those circumstances will need to be submitted with the Warranty claim form.

10. Dispositions are final and non reversible, 30 days from date of disposition.

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II. INITIAL ADJUSTMENT AND START UP COVERAGE

Adjustment period is available during the first 30 days after delivery. Adjustments to be made by authorized service provider and must be approved in advance. Any incorrect or missing components must be identified and submitted to McNeilus, in writing, within 30 days of delivery. All repairs related to shipping or missing items must be completed within the first 30 days following delivery.

III. CLAIM PROCEDURES

Claim procedure begins once the repair is completed. If technical support or pre-authorization is needed, please contact your McNeilus Service Representative. Warranty consideration is based on the supportive detail of the claim provided. It is the responsibility of the warranty applicant to provide on the claim sufficient details to support a warrantable claim.

- Claim detail should cover (3 C's) Complaint- Description of the failure, Cause- Root cause of failure, Correction- Action taken to correct the defect.
- Explanation such as "unit won't work", "broke", "inoperable", "defective", "changed", etc..., will only prolong the process time and will constitute grounds for rejection for lack of sufficient information.
- Repair must occur within 30 days of failure
- Claims must be received at McNeilus within 30 days of repair

1. Sublet Repairs

Sublet Labor for repairs is allowed at a reasonable and approved rate for warranty repairs. Copies of all sublet labor documents must accompany warranty claims.

A. Sublet repairs that exceed an estimated $100 must have pre-approval

B. Sublet contractors must be McNeilus authorized to perform warranty repairs

IV. RETURN GOODS POLICY

You will have 30 days to return parts being considered for warranty. The RGA tag must be attached to the part when returned, in order to be considered for warranty.

1. Returns without prior identification will be returned to the Buyer at the Buyer's expense.
2. Parts must be received within 30 days from the date of request or repair, whichever is greater.
3. All parts must be clearly marked with part number and corresponding return authorization number.
4. Components must be properly assembled when returned.
5. It is the responsibility of the Buyer to return the parts for warranty consideration.Contact your local McNeilus Branch for return instructions. Freight charges for parts returned freight collect will be invoiced to the Buyer.

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NOTE: The freight company may not accept the parts for shipment if requirements stated below are not followed by the Buyer. All returned parts must be cleaned and carefully wrapped or boxed by the Buyer before shipment. All returned parts such as pumps, hydraulic control blocks, valve assemblies, and cylinders must be drained and have the service ports plugged and sealed to prevent contamination from water and other foreign material during shipment. Units arriving with "open" ports may be denied warranty coverage. A service charge may be accessed for parts returned that require cleanup due to leaks, spills, excessive dirt or grease.

V. LABOR WARRANTY

1. Buyer's labor will be reimbursed at the corporate agreed flat rate per hour. If the warranty repair is not covered in the Standard Repair Times (SRT) schedule, McNeilus will reimburse for reasonable labor hour claims submitted.
2. Rates for labor, travel, and mileage will established for a calendar year. Rates will be reviewed annually. Requests for change will need to be submitted for approval and will commence on the following January.
3. Labor reimbursement will be made only on replacing parts that are approved warranty.
4. Labor-only repairs not involving parts replacement will require pre-approval from your local McNeilus Branch Service Manager
5. After McNeilus approval, warranty repairs may be made at any McNeilus Authorized Service Center or Buyer's facility.

VI. LABOR CLAIMS

1. All labor claims must be received within 30 days from the date of repair. Claim form submitted must include:
   A. Name, Address, Packer serial number, and In-service date
   B. Complete description of failure including complaint, cause and correction,
   C. Pre authorization in writing, if applicable.

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2. If the labor claim is strictly for labor (no parts), a photograph of the failure prior to the repair should be provided to the McNeilus Warranty Department. The repair must be pre-approved by McNeilus, in writing.

Buyer will be responsible for:

A. Any technician service call travel charges and/or vehicle transportation charges to and from the McNeilus Branch or McNeilus Authorized Service Center's place of business to perform repairs, services, or adjustments requested by the Buyer after the component warranty is expired.

B. Travel charges for any service call outside normal weekly business hours (6 a.m. to 6 p.m.), weekends, and holidays.

C. Any premium charged for over-time labor requested by the Buyer (unless pre-approved in writing by the Buyer and McNeilus).

D. Any service and/or maintenance not directly related to any defect covered under the warranties below.

VII. CONDITIONS NOT COVERED UNDER WARRANTY

1. Normal Adjustments, regular maintenance and service, Including but not limited to: hydraulic hoses, tubes, and electrical harness routing, tightening of fasteners, fittings and adapters; greater than 30 days from date of in service.

2. Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, lubrication, failure to operate as designed, misuse or accident.

3. Collateral damage caused by misuse or continual use after occurred failure

4. Down time, loss of profits, replacement equipment rentals, lease or loan, production time, transportation charges, clean up costs or any other consequential losses, damages or delays the Buyer may encounter.

5. Parts returned for considerations that have disassembled without authorization from McNeilus.

6. Repairs or service work performed by unauthorized service outlets without prior approval by McNeilus.

7. Temporary repairs unless preauthorized by McNeilus. Temporary repairs are repairs made to extend the use of the truck until a final repair can be completed. Temporary repairs are the responsibility of the Buyer.

8. Maintenance items including but not limited to: lubricants, fluids, light bulbs, electrical connectors, fuses, filter elements and wear pads.

9. Diagnostic and troubleshooting time.

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10. Components found to be functional and free of defects in material and workmanship by McNeilus or a McNeilus supplier. These parts will be returned under the initial RGA number. Inspection and testing fees associated with the claim are the responsibility of the applicant.

VIII. APPROVED / DENIED

Buyer has 30 days to dispute claim disposition made by McNeilus Warranty. Charge to disputes need to be submitted in writing to the warranty Department. Applicant has the opportunity to provide additional information for consideration. Claims over 30 days are considered closed and disposition final. All denied warranty parts will be scrapped unless a request for the parts to be returned has been submitted within the 30 days.

IX. PRE APPROVALS

1. Approvals are granted on a case by case basis and do not establish a precedent
2. Disassembly of major component. Major components include, but are not limited to: cylinders, valves, pumps, motors, joysticks
3. Local or purchases of miscellaneous items over $100
4. Labor only repairs exceeding $100
5. Sublet repairs that exceed $100
6. Temporary repairs
7. Welding, modifying component
8. Painting of trucks or components
9. Estimates are required for pre approvals.

X. STANDARD PACKER BODY WARRANTY

McNeilus Companies warrants the packer body assembly for a base period of one year. McNeilus base warranty consists of body structure and components installed and manufactured by McNeilus Companies. The ThreeYear Package consists of one year standard warranty and two years extended warranty, totaling three(3) years.
McNeilus truck does extend beyond the Base warranty, specific component warranties to include: structural, electrical, hydraulic, paint and labor.

XI. STRUCTURAL WARRANTY

McNeilus Companies warrants the structure of the packer body for a base period of 1year standard warranty. The Three Year Package warranty consists of one year base warranty and two(2) years extended warranty, totaling three(3)years.This limited warranty applies to structural defects as defined in the policy to be free from proven defects in material and workmanship. These structural items are defined as the following:
Body shell, arms, tailgate, packer panel and frame. Structural warranty excludes items attached to structural items defined. Components excluded fall within the standard warranty or a separate component warranty.

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XII. EXTENDED WARRANTY

Extended warranty is an extension of the base warranty. Extended warranties are available for purchase at the time of a new refuse unit purchase. Extended warranty covers proven defects in workmenship and materials. Extended warranty follows the same terms as the base warranty such as wear items. Extended warranty is established in increments of years, beginning from the service date of the refuse unit. Extended warranty covers the refuse unit as provided on service date and does not include replacement parts or customer modifications.

XIII. PAINT WARRANTY

McNeilus' obligation under this warranty is limited to repairing or repainting, at McNeilus' option, if upon examination by McNeilus the paint is found to be defective in materials and/or workmanship under normal use and service. The Three Year (3) Package warranty consists of a one year base warranty and a two (20 years extended warranty,totaling three(3) years.

This warranty shall cover the following defects as referred to in the Standards of Coating Defects Handbook and the ASTM standards:

1. Bad adhesion of the paint resulting in rusting to the extent that 3% of the surface is rusted.

2. Cracking of the paint. There are three types of cracking recognized (examples can be found in the Pictorial Standards of Coating Defects Handbook):
   - Irregular pattern - Cracking in which the breaks in the film are in no definite pattern.
   - Line - Cracking in which the breaks in the film are generally arranged in parallel lines, usually horizontally or vertically, over the surface of the film. These breaks often follow the line of brush marks.
   - Sigmoid - Cracking in which the breaks in the film form a pattern consisting of curves meeting and intersecting, usually on a relatively large scale.

3. Bad adhesion of any element of the paint resulting in appearance below the standards in an area of 7% or more.

4. Fading or loss of gloss (chalking) below the standards. Call for testing procedure.

The following conditions are excluded from coverage, or will void the warranty:

A. The Buyer uses a cleaning procedure or chemical that damages the paint. (The recommended procedure is to pressure wash with hot water, using a soft brush and a mild, non-acidic detergent. Pressure washing distance should be no less than12 inches between the end of the nozzle and the target and at no greater than1500 psi to prevent damage to the paint.)

B. Mechanical abrasion or external foreign object damage.

C. Reverse impact rock or load damage under surface causing topcoat seal to break.

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D. Application or removal of stickers or decals other than with careful use of a heat gun (overheating will damage the paint and will not be covered).

E. The McNeilus notification and inspection procedures are not followed.

F. Buyer upon initial detection does not report complaint.

G. Original minor damage approved for repair and not completed that has resulted in additional damage.

H. Defects caused by abnormal environmental conditions (acid rain, industrial fall-out, etc.).

XIV. HYDRAULIC WARRANTY

Hydraulic warranty is a component of the base warranty. Hydraulic warranty coverage is equal to the coverage of the base warranty. An extended warranty is available to purchase as a component of the warranty policy. Major Hydraulic components are warrantied for an additional year. Major Hydraulic components consist of pumps, motors, control valves, cylinders and power take off and have a total warranty period of two(2) years. Other hydraulic components or systems not identified as major components are warranted for a period of one(1) year
The ThreeYear Package consists of two(2) year base warranty and a one (1) year extended warranty, totaling three (3) years.

XV. LABOR WARRANTY

Labor warranty is a component of the base warranty. Labor coverage is equal to the coverage as specified by the base warranty. An extended warranty is available to purchase as a component of the warranty policy. Labor reimbursement is provided in both base and extended warranties and matches the warranty period of the component. The Three Year (3) year Package warranty consists of one year base warranty and two two(2) years extended warranty, totaling three (3) years.

XVI. REPLACEMENT PART WARRANTY

McNeilus replacement parts are warranted to be free from defects in material and workmanship for a warranty period of one year from the date of purchase under normal use and service. McNeilus' obligation and Buyer's exclusive remedy under this warranty is limited to McNeilus repairing or replacing the part, at McNeilus' option, if upon examination by McNeilus the part is found to be defective in materials and/or workmanship. Failed parts requested under parts warranty are subject to the same coverage exceptions and exclusions as a new Unit warranty regarding misuse, negligence, accident, or improper installation.

1. Warranty is to the Buyer from the date of purchase.

2. Claim must be received within 30 days of failure.

3. It is the policy of McNeilus to strive for continuous improvement. Therefore, McNeilus reserves the right to make changes in designs and improvements to the product without incurring any obligation to incorporate such improvements in a product which has shipped or is in service.

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4. Replacement parts warranty is for the purchase part cost only. Replacement part warranty does not include labor to repair, replace or any other consequential costs.

XVII. ELECTRICAL WARRANTY

McNeilus Companies warrants the electrical components for a base period of one year. This limited warranty applies to electrical components installed by McNeilus Companies as defined in the policy to be free from proven defects in material and workmanship. Warranty coverage is for proven defects and not disposable items such as, but not limited to: fuses, bulbs and connectors.

The Three Year Package consists of one year base warranty and two (2) years extended warranty, totaling fthree (3) years.

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MUNICIPAL THREE YEAR WARRANTY (SN TBD) PACKAGE SUMMARY ATTACHMENT

Component	Warranty Period	Additional Information	Replacement Part Warranty
Chassis	Follow Chassis Supplier's Warranty Schedule	All Claims should be submitted to your local chassis dealer	N/A
Initial Adjustments	30 Days	Coverage includes, but is not limited to: adjustments of switches, hydraulic relief pressure adjustments, plus loose fittings and bolts.	N/A
Standard Body Warranty	3 Years	Coverage includes body structure and components installed and manufactured by McNeilus Companies. The Three year Package warranty consists of one year base warranty and two years (2) extended warranty, totaling three (3)years.	1 Year
Electrical Warranty	3 Years	Coverage includes, but not limited to: prox switches, circuit boards, switches, electric over air valves and joysticks. The Three year Package warranty consists of one year base warranty and two years (2) extended warranty, totaling three (3)years.	1 Year
Structural Warranty	3 Years	Coverage includes: body shells, arms, tailgate, packer panel and frame. Excludes: Items attached to structural items as defined. The Three year Package warranty consists of one year base warranty and two years (2) extended warranty, totaling three (3)years.	1 Year
Paint	3 Years	Buyer will be required to provide pictures and estimates to McNeilus Warranty Department for pre-approval. The Three year Package warranty consists of one year base warranty and two years (2) extended warranty, totaling three (3)years.	N/A
Hydraulic	3 Years	Coverage specific to component including pump, PTO, control valves, cylinders and motors The Three year Package warranty consists of a two year major component warranty and one(1) year extended warrnaty, totaling tthree years.	1 Year
Labor	3 Years	Labor coverage isf one year base warranty and two years extended No Labor coverage for replacement part warranty.	N/A

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MACK®
vocational

TerraPro

LOW ENTRY **6x4**

LEU613

- Refuse

STANDARD POWERTRAIN SPECIFICATIONS

ENGINE: MACK MP7-325M
Peak Horsepower – 325HP at 1500-1900 RPM
Horsepower – 300 HP at 2100 Gov. RPM
Max. Torque – 1200 lb/ft at 1100-1300 RPM
V-MAC IV – Total Vehicle Electronics
Air Compressor – 636 (37.4 cfm)
Air Cleaner – 15" Single Element w/Snorkel Intake
Air Intake In-Line Pre-Cleaner
Alternator, Delco 12V 130A (24SI)
Batteries, (3) Mack 12V 650/1950 CCA Threaded Stud Type
Coolant Protection, -34°F (-37°C)
Mack Coolant Conditioner
Diesel Particulate Filter – Vertical LH Side Back of Cab
w/vertical SCR RH Side Back of Cab
Exhaust After Treatment System –Passive Regeneration
Engine Block Heater – 120V 1500W
Silicone Engine Hoses and Tubing
Fan Drive, Electronically Modulated Type
Flywheel Housing, Aluminum
Fuel-Water Separator - Mack
Silicone Radiator & Heater Hoses
Starter, 12V Delco 39MT
Electronic Starter Interlock
Tether Device

TRANSMISSION: ALLISON 4500-RDS-6
6-Speed Automatic, Ratios: 4.70 Low – 0.67 High
Includes: Direct Mount Oil Cooler, External Oil Cooler,
Internal Filter and Oil Level Sensor
Main Driveline – Meritor 17 MXL "Xtended Lube"
Interaxle Driveline: Meritor 17 MXL "Xtended Lube"

SPECIFICATIONS

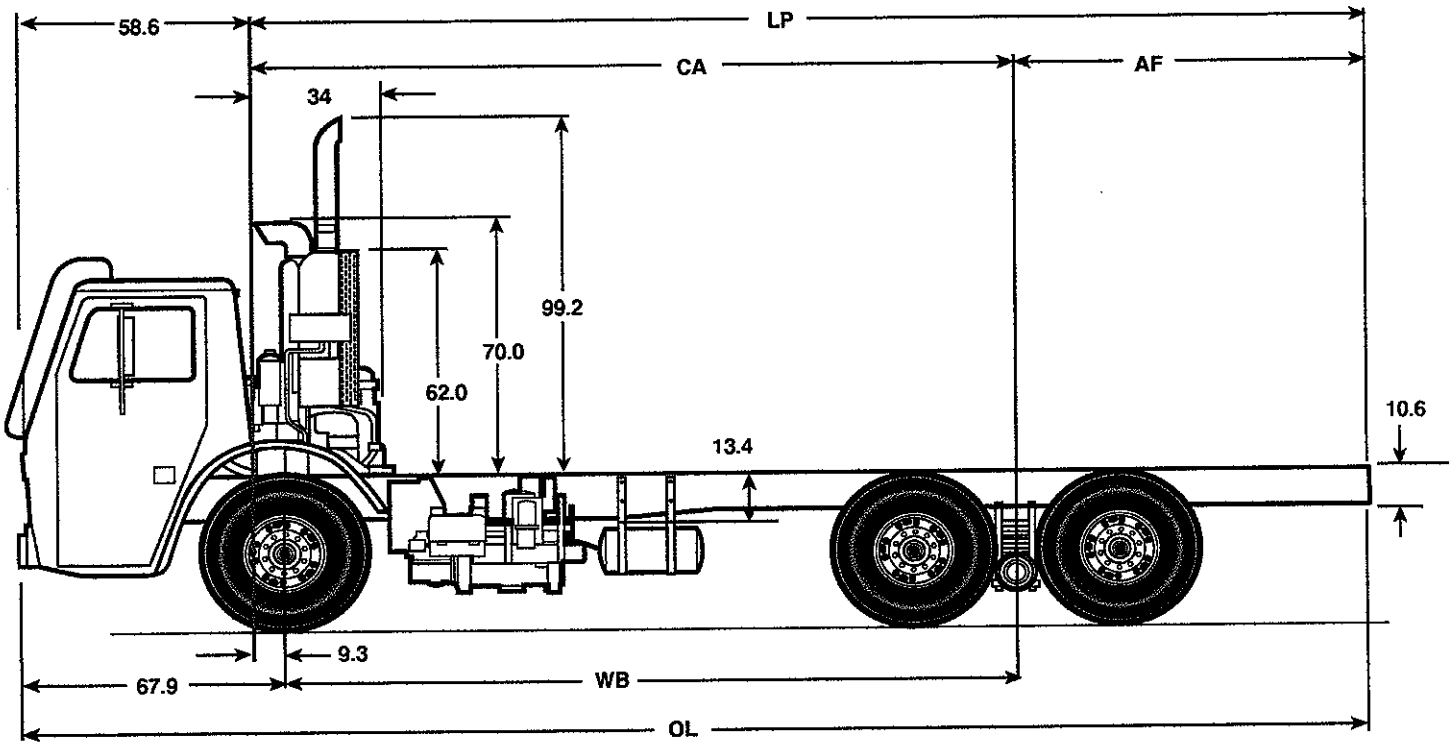


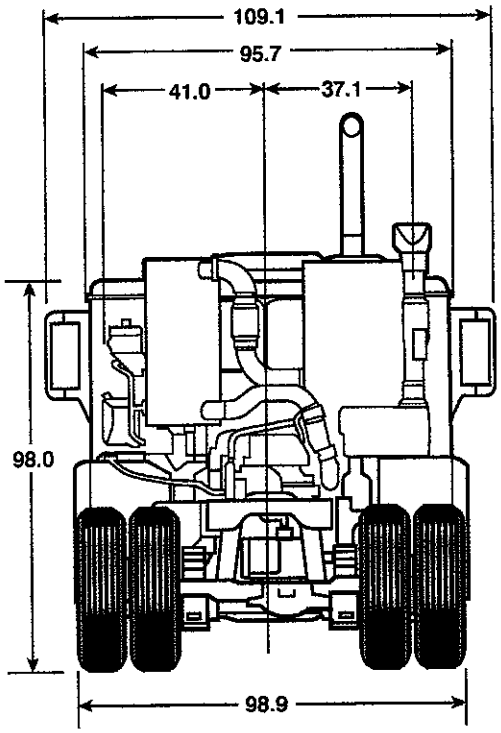
Mack®

www.macktrucks.com

STANDARD CHASSIS DIMENSIONS

(All measurements are in inches)

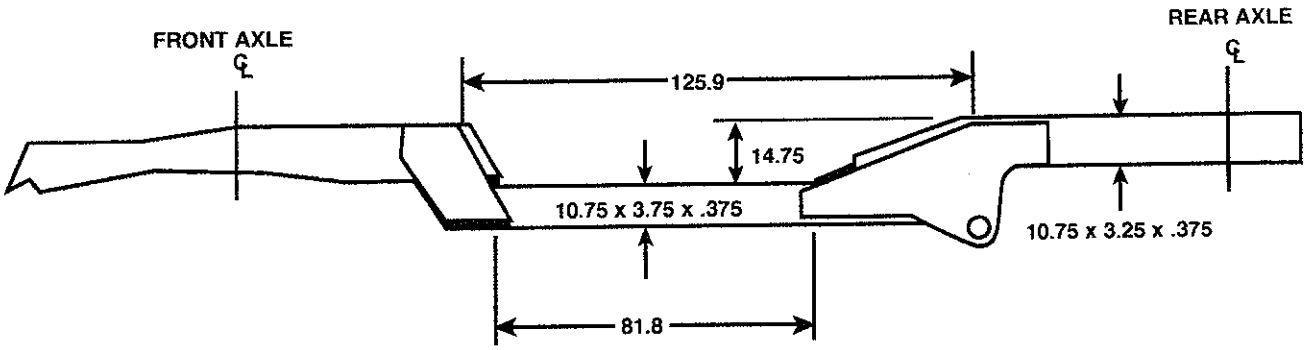




FRAME
Frame Rails – 13.38" x 3.25" x .38" Steel
Section Modulus, 23.49 in.^{3}
RBM (per rail) – 2,818,800 lb. in.
Bumper – Painted Steel Flush Mounted
Bumper to Back of Cab (BBC) – 59"
Crossmembers – 1/2" Plate Type Bolted Back of Cab
Intermediate 1/8" Below Rail
Front Tow Pin
Fuel Tank – 70 Gallon RH Steel 26" x 24" Rectangular
Fuel Lines, Areoquip Fire Resistant
Filler Neck Screens
Diesel Exhaust Fluid (DEF) Tank - 6.6 Gallon, 22" Diameter, Frame Mounted on RH Side

STANDARD WHEELBASE/LOAD PLATFORM
For standard wheelbase and load platform information refer to your current version of MACKTRAQ"

DROP FRAME



WB WHEELBASE	CP PLATFORM	USEABLE CA	AF
250	320	"Drop Frame"	61
173	286	152.3	104
186	286	165.3	91
197	286	176.3	80
210	286		67
246	322		67

AVAILABLE DRIVELINE COMPONENTS

TRANSMISSIONS

MODEL	SPEEDS	RATIOS (LOW/HIGH)
ALLISON		
4500 RDS	5	4.70/0.76
4500 RDS	6	4.70/0.67

MP7™ ENGINES

MODEL	HORSEPOWER
MACK	
MP7-345C	345 HP [257 kW] @ 1500-1700 RPM 320 HP [239 kW] @ 1950
MP7-325M	325 HP [242 kW] @ 1500-1900 RPM 300 HP [224 kW] @ 2100

AXLES

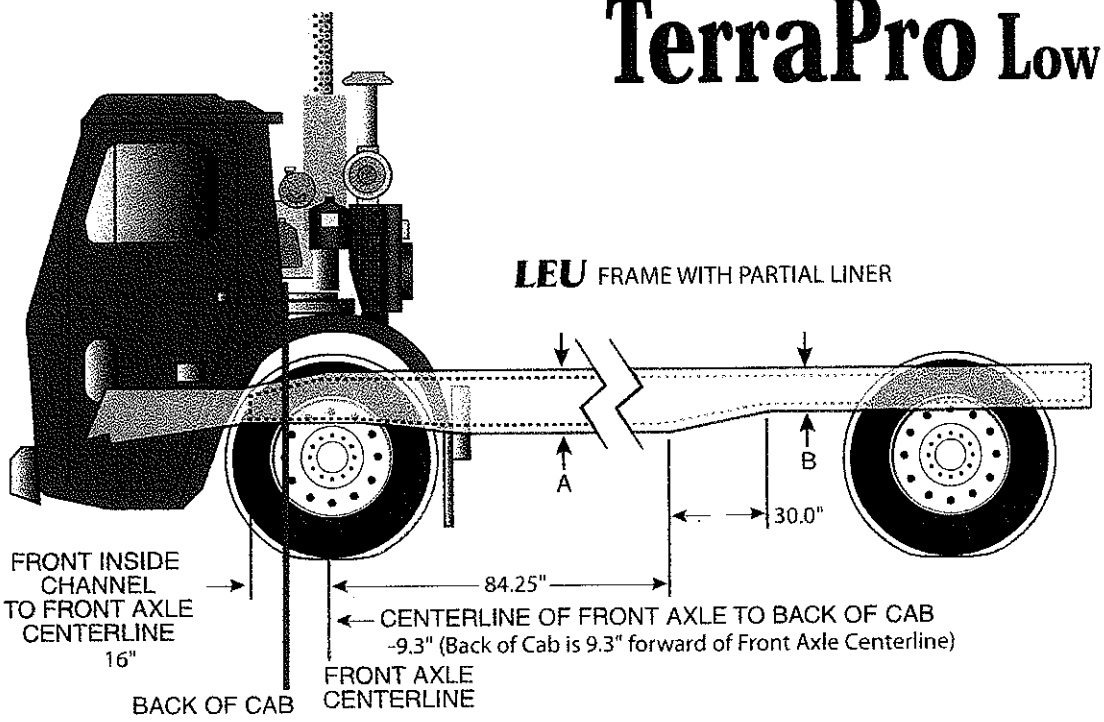
CAPACITY	MAKE	MODEL
FRONT AXLES		
20,000 lb. [9 072 kg]	MACK	FXL20
REAR AXLES		
38,000 lb. [17 237 kg]	MACK	S38R
46,000 lb. [20 866kg]	MACK	S462
	MERITOR	RT46-160
52,000 lb. [23 600kg]	MACK	S522

Printed in U.S.A.

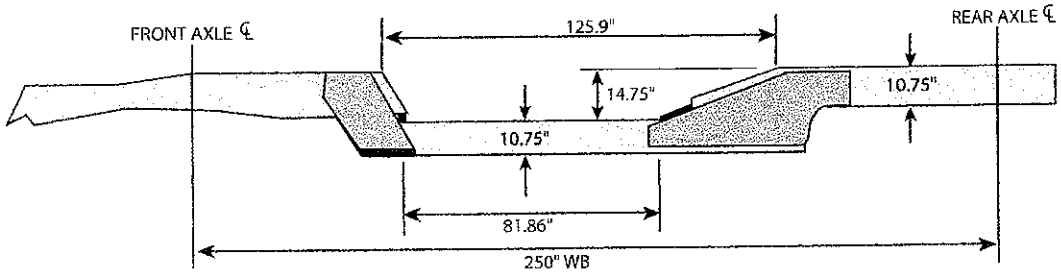
MACK

STEEL FRAMES

TerraPro Low Entry



Drop Frame



FRAME SPECIFICATIONS

LEU SERIES

FRAME SECTION	FRAME SECTION (IN.) MAIN WEB	MAIN FLANGE	MAIN THICKNESS	REINFORCEMENT WEB	REINFORCEMENT FLANGE	REINFORCEMENT THICKNESS	REINFORCEMENT TYPE	ELEMENTS NUMBER	TYPES MAIN	INSIDE REINF.	6 mm OUTSIDE REINF.	9.5 mm OUTSIDE REINF.	RBM (LBS. IN.)	SECTION MODULUS (IN.³)	AREA (IN.²)	WEIGHT (LB./IN. of length)	FRAME WIDTH TO OUTSIDE ELEMENT AT REAR AXLE (IN.)
													RBM, SECTION MODULUS, AREA, & WEIGHT INFORMATION ARE PER RAIL AND INCLUDE THE COMBINATION OF ALL PERTINENT ELEMENTS				
A	13.37" x 3.25" x .375"			NONE			—	1	X				2,818,800	23.49	6.97	1.97	—
				9.93" x 2.87" x .250"			INSIDE	2	X	X			3,530,400	29.42	10.67	3.02	—
B	10.75" x 3.25" x .375"			NONE			—	1	X				2,037,600	16.98	5.99	1.70	33.50
				9.93" x 2.87" x .250"			INSIDE	2	X	X			3,122,400	26.02	9.69	2.74	33.50
LEU SERIES (OPTIONAL DROPFRAME)*																	
A	10.75" x 3.75" x .375"			NONE			—	1	X				2,263,200	18.86	6.36	1.72	—
B	10.75" x 3.25" x .375"			NONE			—	1	X				2,037,600	16.98	5.99	1.70	33.50

Based on 120ksi yield strength material

* Available 250" Wheelbase only.

Mack Trucks, Inc., Allentown, Pennsylvania

The information in this brochure was accurate as known as of the date of the publication. Illustrations may not be representative of current product. Mack Trucks, Inc. reserves the right to make changes in specifications, equipment or design, or to discontinue models or options without notice at any time.

A SALES ENGINEERING PUBLICATION

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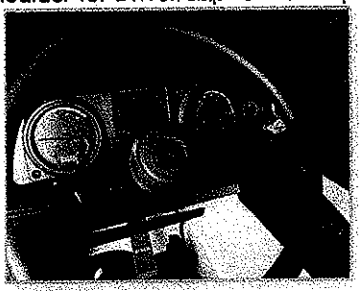
STANDARD POWERTRAIN SPECIFICATIONS (Continued)

REAR AXLE: MACK S462
46,000 lb Capacity
Tires – 11R22.5 Duals
Carrier – CRDP150/151
Wheels – Steel Disc (8) 22.5 x 8.25 10-Hole Hub Piloted
Brakes – Bendix "S" Cam 16.5" x 7" Cast Spider
Brake Drums Cast Outborad Mounted
Rear Wheel Seals
Raised Rear Brake Chambers
Shock Insulators
Slack Adjusters – Automatic
Suspension – SS462 Mack Multileaf 46,000 lb Capacity
Spring Brake Chambers – (4) 30/30 Double Diaphragm Type Mechanical Spring Release
Transverse Torque Rod (Rear Axle Only)
Trunnion Bushing

FRONT AXLE: MACK FXL20
20,000 lb. Capacity
Tires – 315/80R22.5
Wheels – Steel Disc (2) 22.5" x 9.0" 10-Hole Hub Piloted
Brakes – Bendix "S" Cam 16.5"x 6" Cast Spider
Brake Drums Cast Outborad Mounted
Slack Adjusters – Automatic
Suspension – Mack Taperleaf 20,000 lb. Ground Load Rating
Static Load Cushions
Steering – M100P Plus Right Side Assist Cylinder

STANDARD CAB INTERIOR/EXTERIOR SPECIFICATIONS

CAB: LOW ENTRY LH DRIVE w/RH Operating Position
Air Restriction Monitor, Graduated Lock Up Type (Air Cleaner Intake Mounted)
Ash Tray w/Hinged Cover
Cab Mounting, Four Point Fixed Type
Cab Tilt, Mounted on RH Fender Bracket
Cigar Lighter
Coat Hook
Dome Lights – 2 w/Self-contained Switch
Doors – RH Rear Opening Fold Up Door and LH Door w/Roll-up Window
Engine Shutoff – Key Type Control
Gauges – Dual Air Pressure, Voltmeter, Engine Coolant Temperature, Engine Oil Pressure, Fuel Level, Speedometer, Tachometer, Transmission Oil Temperature
Gear Shift w/Neutral-to-Range Inhibit
Grab Handles, Aluminum RH & LH Behind Door
Heater w/Integral Defroster
Horn – (1) Twin Trumpet Mounted Under Cab Single Tone w/ Snow Shield
Identification and Clearance Lights (7)
Interior Trim – Silver Gray Vinyl
Keys, 2 – Keyed at Random
Low Pressure Indicator Light and Buzzer
Exterior Mirrors – LH and RH Motorized w/Heated Retractable Arms and Brackets
Front Fender Mounted Mud Flaps
Parking Brake Control w/Warning Light
AM/FM Stereo CD w/Weather Band
CB – 5 way Binding Post
Rear Window, Fixed
Driver Seat – Sears Seating C-2 with Fabriform Cushions (Mid-Back with Air Suspension) with Black Cloth
Rider Seat – Mack Fold Up w/ Black Dupont Covering
Seat Belts – Orange, Lap and Shoulder for Driver/Lap for Fold Up Rider Seat
Side Markers – Lamps and Reflectors
Key Type Starter Switch
Steering Column, Fixed
Sun Visor, Interior Both Sides
Turn Signal Switch, Manual Cancelling
Ventilation – LH Door Vent
Windshield Protector
Windshield Washers – Wiper Mounted with 7qt Reservoir
Windshield Wipers – 2 Speed Electric Motor w/Intermittent Feature
Safety Tinted Windshield w/Non-Tinted Side and Rear Windows
Paint – Mack White (Cab), Mack Black (Chassis Running Gear)



ADDITIONAL STANDARD SPECIFICATIONS

AIR/BRAKE
Air Lines Chassis – Extruded Nylon Tubing
Dual Air Brake System
Air Dryer - Heated 1800 w/Coalescing Filter
Air Reservoirs – Steel
Bendix Anti-Lock Brake System
Automatic Drain Valve, Heated

SPECIALITY EQUIPMENT
Crankshaft Adapter, 1350 Series Flange
Hydraulic Pump Mtg. Provisions
Work Brake

ELECTRICAL
12 Volt Electrical System
Backup Alarm – Preco Model 1059
Battery Box – Painted Steel w/Locking Tab
Battery Disconnect Switch, Mtd. RH Side of Battery Box
Battery Switch Warning Light
Daytime Running Lights
Electric Circuit Protection Package
Waterproof Electrical Connections
Control Link II
Headlights – (2) Single Round Halogen Lamps
Rear Lighting
Solid State Turn Signal Flasher

CHASSIS SPECIFICATIONS SUMMARY

May 07, 2014

2015 MACK LEU613

REFUSE AUTO SIDE LOADER On/Off Hwy
STRAIGHT TRUCK WITHOUT TRAILER

Engine	MACK MP7-325M 325HP	**Transmission** **Clutch**	4500-RDS-6
Front Axle **Suspension**	20,000# FXL20 20,000#	**Rear Axle** **Suspension**	46,000# S462 Ratio 4.80 46,000# SS462
Tires	Front: 425/65R22.5 Rear: 315/80R22.5	**Wheels**	22.5x12.25 STEEL DISC (10-HOLE) 22.5x8.25 STEEL DISC (10 HOLE)
Ratings	GVW: 66,000#	**Fuel Tanks**	RH: 80gal
Fifth Wheel		**Sleeper**	

PRICING SUMMARY

	Total Price
SELLING PRICE (ExcludingTaxes/Fees/Trade)	**$248,525.13**
OBD Surcharge	$270.00
Net FRET or Canadian GST Taxes	$32.40
Tire Tax Credit (Municipal Only)	$0.00
Sales/Usage Taxes	$0.00
License/Title/Etc.	$160.00
Misc Fees	
Trade	$0.00
ACQUISTION COST (Include Trade if applies)	**$248,987.53**
Less Down Payment	
BALANCE DUE Per Unit	**$248,987.53**
PRICE (Total Order)	**$2,489,875.30**
BALANCE DUE (Total Order)	**$2,489,875.30**

Total Quantity: 10 **Estimated Total Weight:** 18,948# **Reference#:** JBCR026115A

X _____ _____
Customer Signature **Date**

Prepared For:
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403
Phone: 601-545-4552
Fax: --

5-7-14
Dealer Signature **Date**

Presented By:
Justin Williams
MACK TRUCKS, INC.

Allentown, Pennsylvania 18105
(800) TNT-MACK

Prepared For:

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403
(601) 545-4552

Presented By:

MACK TRUCKS, INC.
2100 MACK BOULEVARD
Allentown, Pennsylvania 18105
(800) TNT-MACK

May 7, 2014
2015 LEU613
Ref#: JBCR026115A

Description

ORDER/CUSTOMER/VEHICLE INFORMATION

INITIAL REGISTRATION LOCATION, UNITED STATES, MISSISSIPPI

LANGUAGE, ENGLISH

IDLE EMISSION CERTIFICATION, IDLE EMISSION CERTIFICATION - CARB 08

TYPE OF SERVICE, COMMERCIAL

VEHICLE APPLICATION CLASS, HEAVY VOCATIONAL - Unlimited operation on concrete, asphalt, or maintained gravel/packed dirt with a maximum 3% grade; limited operation on unmaintained surfaces with maximum 5% grade; limited operation on concrete, asphalt, or maintained gravel/packed dirt with maximum 10% grade. (3 AXLES) 78,000 lbs (35,281 kg) MAX GVW. (4 AXLES) 80,000 lbs (36,288 kg) MAX GVW.

CARRIER APPLICATION, WITH CRD150-151, Unlimited miles on 3% grade maintained gravel/packed dirt or paved, Max 15% miles on 10% grade maintained gravel/packed dirt or paved, Max 10% miles on 5% unmaintained, maintained gravel, packed dirt, or paved. 90000# (41000 kg) MAX GCW. (Carrier Code USA-V1)

VEHICLE TYPE, STRAIGHT TRUCK WITHOUT TRAILER

VEHICLE USE AND BODY/TRAILER TYPE, REFUSE AUTO SIDE LOADER On/Off Hwy

FILE STATUS, QUOTE

PRICE BOOK LEVEL, 2015A PRICE BOOK LEVEL

PRODUCT TYPE, PRODUCT TYPE - OL64R TRUCK

PRODUCT CLASS, PRODUCT CLASS 29

BACK OFFICE PROCESS, BACK OFFICE PROCESS

BVS/WHEELBASE/PLATFORM

CHASSIS (BASE MODEL), LEU603 6-WHEEL TRUCK

FRAME RAILS, 13.375" x 3.25" x .375" (340 x 83 x 10mm) STEEL Section Modulus 23.49 cu in/RBM 2,818,800 in lbs per rail.

WHEELBASE, 210" (5334 mm) WB 219" CA (5563 mm)

PLATFORM, 286" LP (7264 mm) 67" AF (1694 mm) USED WITH 210" WB

FRAME REINFORCEMENT - INSIDE, 1/4" STEEL INSIDE CHANNEL REINFORCEMENT

ENGINE/TRANSMISSION/CLUTCH

ENGINE, MACK MP7-325M 325 HP @1500-1900 RPM (PEAK) 1200 LB FT. MAX TORQUE @ 1100-1300 RPM

TRANSMISSION, 6 SPEED AUTOMATIC, ALLISON 4500-RDS-6 (4.70/0.67) RUGGED DUTY SERIES GEN 5 INCLUDES DIRECT MOUNT OIL COOLER, EXTERNAL OIL COOLER, INTERNAL FILTER, AND OIL LEVEL SENSOR

EXHAUST/EMISSIONS

DPF, CLEARTECH VV DPF VERTICAL LH SIDE BACK OF CAB W/SCR VERT RH SIDE BOC

EXHAUST AFTER-TREATMENT SYSTEM, EXHAUST AFTER-TREATMENT SYSTEM DIESEL PARTIC FILTER CERAMIC PASSIVE REGEN

DPF SMART SWITCH, NO INHIBIT DPF REGENERATION SWITCH

EXHAUST, DPF, OUTBOARD, SINGLE (R/S) VERTICAL STRAIGHT EXHAUST STACK PLAIN END, SIDE OUTLET DIFFUSER

ENGINE EQUIPMENT

PRE-CLEANER (DRY TYPE CLEANER)

ALTERNATOR, DELCO 12V 135A (35SI) BRUSHLESS

BATTERIES, (3) MACK 12V 650/1950 CCA THREADED STUD TYPE TERMINALS

TO -34 DEGREES F (-37 DEGREES C)

MACK COOLANT CONDITIONER

ENGINE BRAKE, MACK POWERLEASH

ENGINE BLOCK HEATER, 120V 1500 WATT ENGINE BLOCK HEATER

FAN DRIVE, BEHR FAN AND ELECTRONIC MODULATING FAN DRIVE

Description

FLYWHEEL HOUSING, ALUMINUM

FUEL-WATER SEPARATOR, MACK W/MANUAL DRAIN VALVE (INTEGRAL W/PRIMARY FUEL FILTER)

OIL PAN, OIL PAN

STARTER, 12 VOLT DELCO 39MT-MXT

TETHER DEVICE, PLASTIC COATED CABLE, MOUNTED FRONT OF EACH BATTERY BOX LENGTH TO ALLOW COVER TO SET ON GROUND

CLUTCH/TRANS EQUIPMENT/DRIVELINES

SYNTHETIC LUBRICANT - TRANSMISSION, TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS

VOCATIONAL PACKAGE - ALLISON, ALLISON GEN 5 PACKAGE #183 (AG) REFUSE WITH AUTO NEUTRAL, TWO SELECTORS, SHIFT TO NEUTRAL W/PARKING BRAKE ENGAGED W/GEAR SPEED LIMITS RIGHT HAND SIDE

W/O DRIVESHAFT GUARD

DRIVELINE - MAIN, SPICER SPL170XL "EXTENDED LUBE SERIES"

DRIVELINE - INTERAXLE, SPICER SPL170XL "LIFE SERIES"

CAB (A thru G)

AIR CONDITIONING, ROOF MOUNTED A/C AND INTEGRAL CAB HEATER DEFROSTER WITH SANDEN ROTARY COMPRESSOR

AIR CONDITIONING COMPRESSOR, SANDEN ROTARY

AIR RESTRICTION MONITOR (INTAKE), GRADUATED LOCK UP (AIR CLEANER INTAKE MOUNTED)

CAB, LOW-ENTRY LH DRIVE WITH RH OPERATING POSITION

CAB LIFT/TILT, LOCATED IN STD LOCATION

CERTIFIED WEIGHT

ENGINE RUNNING ACTIVATED

"LE" RH REAR OPENING FOLD UP DOOR AND LH DOOR WITH ROLL-UP WINDOW

ENGINE SHUTOFF, KEY TYPE

GAUGES, ENGLISH DISPLAY

GAUGE, ELECTRONIC SPEEDOMETER/ODOMETER PROXIMITY PICK-UP, AND MAGNETIC SENSOR

GAUGE, TACHOMETER

TRANSMISSION GAUGE AND TRANS. OIL HIGH TEMPERATURE LIGHT

GEAR SHIFT, WITH NEUTRAL-TO-RANGE INHIBIT

GLASS - CAB WINDOW, SAFETY TINTED WINDSHIELD SIDE AND REAR WINDOWS

GRILLE, STANDARD FINISH

CAB (H thru R)

HORN - AIR, (1) TWIN-UNDER CAB TRUMPET W/DUAL LANYARD CONTROL

HORN - ELECTRIC, SINGLE TONE

CHASSIS KEYED AT RANDOM - 2 KEYS

MIRRORS - CONVEX TYPE, BRIGHT FINISH, LH & RH 8.0" DIA. MOUNTED BELOW LOWER ARM OF WEST COAST MIRROR

MIRRORS - PROXIMITY, RECT CONVEX ABOVE RH & LH DOOR

AM/FM STEREO CD W/WEATHERBAND

RADIO ANTENNA, CH STYLE COWL MOUNTED ON LH SIDE

REAR WINDOW (FIXED TYPE)

CAB (S thru Z)

SEAT - DRIVER, SEARS SEATING C-2 W/FABRIFORM CUSHIONS (MID BACK) AIR SUSPENSION

SEAT - RIDER, MACK FOLD-UP, LOW BACK

SEAT COVERING, DRIVER FABRIFORM, CLOTH, BLACK; RIDER - CLOTH, BLACK

SEAT BELTS (ORANGE)/RETRACTORS, LAP AND SHOULDER FOR DRIVER AND LAP BELT FOR FOLD-UP RIDER SEAT

DRIVER'S AND RIDER'S SEAT

Description

TURN SIGNAL SWITCH, MANUAL CANCELLING TURN SIGNALS
VENTILATION - CAB, FURNISH LH DOOR VENT
WINDSHIELD PROTECTOR, FURNISH
WINDSHIELD WIPERS, SPRAGUE-2 SPD ELECTRIC MOTOR W/INTERMITTENT FEATURE

FRAME EQUIPMENT/FUEL TANKS

BUMPER - FRONT, FLUSH BRIGHT FINISH STEEL 112.6"/2860 mm BBC
CROSSMEMBERS, STEEL 1/2" PL BOLTED BOC & INTERMDT 1/8" BELOW RAIL, 1ST XMBR BOC RR 38.17" FROM AL LINE
CROSSMEMBER (BEHIND REAR AXLE), W/O OPTIONAL CROSSMEMBERS BEHIND REAR AXLE/BOGIE
SKID PLATE UNDER RADIATOR
TOWING DEVICE - FRONT, DELETE FRONT TOW DEVICE
TOWING DEVICE - REAR, W/O REAR TOWING DEVICE
FUEL TANK - LH, WITHOUT LH FUEL TANK
FUEL TANK - RH, 80 GALLON (300 L) ALUMINUM, 26"x24" RECTANGULAR
6.6 GALLON (25 L) 22" DIAMETER TANK RIGHT SIDE MTD
FUEL DRAW/RETURN SYSTEM, AEROQUIP FIRE RESISTANT
FOR RH FUEL TANK, INCLUDES SUMP
RELOCATE FUEL TANK, LOCATE RH TANK AS FAR FORWARD AS POSSIBLE, 5" BELOW TOP OF RAIL

FRONT AXLE/EQUIPMENT/TIRES

FRONT AXLES, 20000# (9072kg) MACK FXL20 WIDE PIVOT CENTER
TIRES BRAND/TYPE - FRONT, BRIDGESTONE - TUBELESS RADIAL PLY, (2) 425/65R22.5 20 L M854 (ALL POSITION)
(CHASSIS WIDTH EXCEEDS 96")
WHEELS - FRONT, STEEL DISC (10-HOLE)
(2) 22.5x12.25 ACCURIDE 10-HOLE HUB PILOTED (11 1/4"/286mm BC)
BRAKES - FRONT, MERITOR "S" CAM TYPE 16.5" x 6" Q+
BRAKE DRUMS - FRONT, CAST OUTBOARD MOUNTED
DUST SHIELDS - FRONT BRAKE, OMIT
HUBS - FRONT, FERROUS
SHOCK ABSORBERS, FRONT
SLACK ADJUSTERS - FRONT, HALDEX - AUTOMATIC
SPRINGS - FRONT, MACK MULTILEAF 20000# (9072kg) GROUND LOAD RATING
STATIC LOAD CUSHIONS
STEERING, M100P PLUS RIGHT SIDE ASSIST CYLINDER

REAR AXLE/EQUIPMENT/TIRES/RATIOS

REAR AXLE/SUSPENSION, 46000# (20866kg) MACK S462 (268 1020) CAST DUCTILE IRON HOUSING, SS462 MACK
MULTILEAF (CAMELBACK) 46000#
4S/4M SYSTEM REAR WHEEL END SENSORS
TIRES BRAND/TYPE - REAR, BRIDGESTONE - TUBELESS RADIAL PLY, (8) 315/80R22.5 20 L M860A (ALL POS)
CARRIER/RATIO - REAR AXLE, CRDP150/151, 4.80 RATIO
WHEELS - REAR, STEEL DISC (10 HOLE)
(8) 22.5x8.25 (210 mm) ACCURIDE 10-HOLE HUB PILOTED (TWO HAND HOLE) - HEAVY DUTY
BRAKES - REAR, MERITOR-CAM 16.5" X8.0" Q-PLUS
BRAKE DIAPHRAGMS, W/O BRAKE DIAPHRAGM OPTION
BRAKE DRUMS - REAR, CAST OUTBOARD MOUNTED
DUST SHIELDS - REAR BRAKE, OMIT
HUBS - REAR, FERROUS
OIL SEALS, STEMCO (VOYAGER)

Description

W/O POWER DIVIDER LOCKOUT
HIGH MOUNT REAR BRAKE CHAMBERS (REAR REAR AXLE ONLY)
SHOCK INSULATORS, HEAVY DUTY URETHANE
SLACK ADJUSTERS - REAR, HALDEX - AUTOMATIC
W/O ANTI-SPRINGS
SPRING BRAKE CHAMBERS - QUANTITY, (4) CHAMBERS
SPRING BRAKE CHAMBERS - VENDOR, MGM TR-T (TAMPER RESISTANT BRAKE CHAMBERS) RECLOCK INLET PORTS FOR OPTIMUM GROUND CLEARANCE
REAR SPRING BRAKE CHAMBERS 30/30 TYPE
TRANSVERSE TORQUE ROD (REAR AXLE ONLY)
BRONZE TRUNNION BUSHING

AIR/BRAKE

AIR DRYER, MERITOR/WABCO HEATED AIR DRYER, 1800 W/COALESCING OIL FILTER
AIR RESERVOIRS, STEEL
ANTI-LOCK BRAKE SYSTEM, BENDIX ABS
AIR CONTROL VALVES - VENDOR, BENDIX SWITCHES AND VALVES WHERE POSSIBLE
DRAIN VALVES, AUTOMATIC DRAIN VALVE, HEATED ON SUPPLY TANK, MANUAL (PETCOCK) ON ALL OTHER TANKS

ELECTRICAL

BACK-UP ALARM, PRECO, MODEL 1059
BATTERY BOX(ES), STEEL BASE
BATTERY BOX COVERS, POLISHED ALUMINUM
BATTERY BOX - MOUNTING, SINGLE BOX 3 BATTERY MAX. PERP TO FRAME 11" FROM NTOF
FLAMING RIVER BIG SWITCH WIRED ON POSITIVE SIDE
BATTERY SWITCH WARNING LIGHT, WIRED THRU OUTER MARKER LIGHTS
COMPUTER AND 2-WAY RADIO DEDICATED CIRCUIT
ELECTRIC CIRCUIT PROTECTION PACKAGE, 12 VOLT W/CIRCUIT BREAKERS (HEADLAMP CIRCUIT: SAE TYPE I; ALL OTHER CIRCUITS SAE TYPE II) NEGATIVE GROUND SYSTEM
WATERPROOF ELECTRICAL CONNECTIONS SPRAYED W/PROTECTIVE COATING
CONTROL LINK II REFUSE BODYBUILDER ELECTRICAL CONNECTION SYSTEM
HEADLIGHTS, (2) SINGLE ROUND HALOGEN LAMPS
REAR LIGHTING, BRAKE LIGHTS CIRCUIT ACTIVATED WHEN SPRING BRAKES ARE APPLIED AND KEY IN RUN POSITION-NO TAIL LIGHTS
PROVISION FOR LOCAL INSTALLATION OF STROBE LIGHTS

PAINT

PAINT - CAB EXTERIOR, SINGLE COLOR, MACK WHITE (HIGH GLOSS)
PAINT - CAB, URETHANE BASE COAT W/O CLEAR COAT
PAINT - CHASSIS RUNNING GEAR, MACK BLACK (URETHANE)
PAINT - FUEL TANK, SAME AS CHASSIS RUNNING GEAR
PAINT - FRONT SPOKE WHEELS, WITHOUT OPTIONAL SPOKE WHEEL PAINT
WITHOUT OPTIONAL SPOKE WHEEL PAINT
PRE-FINISHED POWDER COAT WHITE
PRE-FINISHED POWDER COAT WHITE

PAINT PROCESS CODES

W/O PAINT FOR BUMPER (5ZB-Z1X)
CHASSIS RUNNING GEAR - STD COLOR (MACK BLACK) (6AB-Z1X)
SAME COLOR AS CHASSIS RUNNING GEAR (7HB-A1X)

Description

W/O CUSTOM PAINT FOR HUB&DRUM/SPOKES (5YB-Z1X)
W/O CUSTOM PAINTED FRONT/REAR RIM/WHEEL (6BB-Z1X)

PTO/SPECIALTY/ADDITIONAL EQUIPMENT

PTO - REAR ENGINE (REPTO), WITHOUT REAR ENGINE POWER TAKE OFF
HYDRAULIC PUMP, FURNISH PUMP MTG PROVISIONS - INCLUDE WIRING, SWITCHES, AND INDICATORS AS REQUIRED
FURNISH TC541 FOR USE W/ALLISON (HD) SERIES WORLD TRANSMISSION
FURNISH WORK BRAKE

V-MAC IV PROGRAMMABLE PARAMETERS

CUSTOMER VEHICLE LIMITING SPEED (MPH) 65 mph
PEDAL ROAD SPEED LIMITER (MPH) 65 mph
LGVLS FEATURE ACTIVATION Omit
LOWER GEAR VEHICLE LIMITING SPEED (MPH) 00 mph
SOFT RSL Omit
PDLO ENGAGED VLS FEATURE Furnish
PDLO ENGAGED VEHICLE LIMITING SPEED 25 rpm
CRUISE CONTROL SETTINGS W/ALLISON TRANS
CRUISE CONTROL MAX SET SPEED (MPH) 65 mph
CRUISE CONTROL MIN SET SPEED (MPH) 20 mph
CRUISE CONTROL AUTORESUME W/CLUTCH Omit
CRUISE'N BRAKE ENGAGEMENT DELAY (MPH) 3 mph
ENGINE OVERSPEED COMPANY LIMIT (RPM) 2200 rpm
FUELED ENGINE OVERSPEED COMPANY LIMIT (RPM) 2100 rpm
VEHICLE OVERSPEED COMPANY LIMIT (MPH) 75 mph
FUELED VEHICLE OVERSPEED COMPANY LIMIT (MPH) 70 mph
IDLE LOGGING DELAY (MIN) 2
Monthly Trip Summary
PERIODIC TRIP HOUR OF DAY 0 (disable)
PERIODIC TRIP DAY OF WEEK 0 (disable)
PERIODIC TRIP DAY OF MONTH 1
EHT MAX ENGINE SET SPEED (RPM)
2100 rpm
EHT MIN ENGINE SET SPEED (RPM) 700 rpm
EHT VEHICLE SPEED RANGE LIMIT (MPH) 10 mph
EHT RAMP RATE (RPM/Sec)
EHT SINGLE SPEED CONTROL ACTIVATION Omit
EHT SINGLE SPEED CONTROL SET SPEED (RPM) 0000 rpm
EHT JUMP-TO-MIN SET SPEED Omit
EHT HOLD TO NEAREST RPM 50 rpm
EHT ACCEL-DECEL BUMP-UP RPM 50 rpm
EHT ACCEL-DECEL BUMP-DOWN RPM 50 rpm
ENGINE PROTECTION - OIL PRESSURE SHUTDOWN Furnish
ENGINE PROTECTION - COOLANT LEVEL SHUTDOWN Omit
ENGINE PROTECTION - COOLANT TEMP SHUTDOWN Furnish
ENGINE PROTECTION - ENGINE OIL TEMP SHUTDOWN Furnish
ENGINE PROTECTION TRANS OIL TEMP SHUTDOWN Furnish
ALLOW FAN OVERRIDE WHEN PARKED Omit

Description

FAN ACTIVATION WITH PTO Omit
GOVERNOR TYPE Min-Max Governor
ENGINE HIGH IDLE SPEED IF STOPPED 0000
ENGINE LOW IDLE SET SPEED (RPM) 700 rpm
DRIVER LOW IDLE ADJUST FEATURE ACTIVATION Omit
SMART IDLE FEATURE ACTIVATION Omit
SMART IDLE ELEVATED IDLE RPM TIME (MINS) 10
IDLE S/D ABS TAMPER CHECK Omit
IDLE COOLDOWN FEATURE ACTIVATION Omit
IDLE SHUTDOWN FEATURE ACTIVATION Omit
IDLE SHUTDOWN TIME (MINS) 10
IDLE SHUTDOWN WARNING TIME (SECS) 30
IDLE SHUTDOWN WARM-UP TEMPERATURE (DEG F) 100
IDLE SHUTDOWN WARM-UP TIMER (MINS) 5
IDLE S/D OVERRIDE W/EHT Omit
IDLE S/D OVERRIDE W/PTO Furnish
IDLE S/D OVERRIDE W/ENGINE LOAD Furnish
IDLE S/D OVERRIDE % ENGINE LOAD THRESHOLD 20
IDLE S/D CONTROL W/O Idle Shutdown
IDLE S/D OVERRIDE LOWER TEMP. THRESHOLD (DEG F) 60
IDLE S/D OVERRIDE UPPER TEMP. THRESHOLD (DEG F) 80
MAINTENANCE MONITOR FEATURE ACTIVATION Furnish
MAINTENANCE MONITOR OEM DEFAULT INTERVALS MP Vocational
MAINTENANCE DUE WARNING PERCENT 90
PTO 1 MAX ENGINE SET SPEED (RPM) 2100 rpm
PTO 1 MIN ENGINE SET SPEED (RPM) 600 rpm
PTO 1 VEHICLE SPEED RANGE LIMIT (MPH) 10 mph
PTO 1 RAMP RATE (RPM/Sec) 100
PTO 1 SINGLE SPEED CONTROL ACTIVATION Omit
PTO 1 SINGLE SPEED CONTROL SET SPEED (RPM) 1000 rpm
PTO 1 SINGLE SPEED CONTROL AUTOSET Omit
PTO 1 JUMP-TO-MIN SET SPEED Omit
PTO 1 VEHICLE LIMITING SPEED (MPH) 60 mph
PTO 1 HOLD TO NEAREST RPM 50 rpm
PTO 1 ACCEL-DECEL BUMP-UP RPM 50 rpm
PTO 1 ACCEL-DECEL BUMP-DOWN RPM 50 rpm
PTO 2 MAX ENGINE SET SPEED (RPM) 2100 rpm
PTO 2 MIN ENGINE SET SPEED (RPM) 600 rpm
PTO 2 VEHICLE SPEED RANGE LIMIT (MPH) 10 mph
PTO 2 RAMP RATE (RPM/Sec) 100
PTO 2 SINGLE SPEED CONTROL ACTIVATION Omit
PTO 2 SINGLE SPEED CONTROL SET SPEED (RPM) 1000 rpm
PTO 2 SINGLE SPEED CONTROL AUTOSET Omit
PTO 2 JUMP-TO-MIN SET SPEED Omit
PTO 2 VEHICLE LIMITING SPEED (MPH) 60 mph
PTO 2 HOLD TO NEAREST RPM 50 rpm

Description

PTO 2 ACCEL-DECEL BUMP-UP RPM

PTO 2 ACCEL-DECEL BUMP-DOWN RPM 50 rpm

SPEED SENSOR TAMPER DETECTION SYSTEM ACTIVATION Furnish

SPEED SENSOR TAMPER DETECTION TORQUE LIMIT (%) 50

DEALER INFORMATION

ENGINE WARRANTY, 2YR/250,000 MILES ENGINE WARRANTY US10

PILOT INSPECTION, WITHOUT PILOT INSPECTION

AUTOMATED SIDE LOADER GEN II ASL 28 YARD

PRE DELIVERY AND INSPECTION

MISC

STANDARD SHIPPING INSTRUCTIONS

PERFORMANCE/GRAPHICS/TECH DATA

OVERWIDTH STATEMENT, OVERALL WIDTH EXCEEDS 96"

May 7, 2014

Justin Williams
Tri State Truck Center
Meridian MS, 39305
601-416-9198

Exceptions page for City of Hattiesburg Automated side loader **Chassis**

1. 66,000#
2. Mack MP7-325M 325HP@1900 rpm/1200 lb/ft @ 1300 rpm
3. (3) 1950 CCA
4. 135A
5. 4500 RDS Allison
6. FXL20 20,000# front axle
7. 20,000# front suspension
8. 46,000# Tandem rear axle
9. 4.80
10. 46,000#
11. (10mm X 340mm X 13.375")
12. RH mounted 80 Gallon aluminum tank
13. 425/65R/22.5
14. 315/80R/22.5
15. 22.5X12.5 10 hub
16. 22.5X8.25 2 hand steel
17. Steel Cab material
18. Four point fixed type
19. Passenger seat is not air ride due to stand up option

May 7, 2014

Kelley T. Boss
Regional Sales Manager
McNeilus Truck and Manufacturing Company
1 McNeilus Court, P.O. Box 367
Villa Rica, Ga. 30180
470-235-9727
kboss@mcneilusco.com

RE: City of Hattiesburg, MS, Bid Invitation: Ten (10) Automated Side Loader Refuse Collection Truck Bodies.

Exceptions to Bid Specifications:

Section 2 GENERAL

2.3 Hopper has a capacity of 4.3 cubic yards.

Section 3: Body Construction

3.2 Equal to/design specific
3.8 Equal to/design specific

Section 5: Hopper

5.1 Hopper capacity is 4.3 cubic yards.

Section 6: Packing Mechanism

6.3 Equal to/design specific
6.6 Equal to/design specific

Section 7: Lifting and Gripping Mechanism

7.2 – 7.11 Equal to/design specific
7.12 Cycle time is 15 seconds
7.15 Reach is 108"
7.16 Lifting capacity is 550lbs. at 9 foot reach
7.18 Hydraulic cylinders/motors are used to lift container.

Section 8: Tailgate

8.2 Equal to/design specific
8.8 Equal to/design specific

Section 9: Ejection-Dumping System

9.2 Dual cylinders utilized to lift body for ejection of load via gravity dump.

Section 10: Hydraulic System

10.1 -10.5 Equal to/design specific

10.6 50 gallon capacity of Hydraulic reservoir tank

10.11 No cover for pack manifold, arm function manifold has a cover.

No other exceptions noted.

Respectfully Submitted,

Kelley T. Boss
Regional Sales Manager
McNeilus Truck and Manufacturing Company
470-235-9727
kboss@mcneilusco.com

One or More
Automated Side Loader Refuse Collection Truck Body

SUGGESTED BID SPECIFICATIONS
Bidder Shall Complete the Following
If No, State Specifically the Item being Offered

	Meets Specifications: YES	NO
Section 1 APPLICATION		
1.1 It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body.	✓	
1.2 The capacity shall be 24 cubic yards, exclusive of the hopper.	✓	
1.3 Features standard to this unit will be furnished by the successful bidder. Body shall conform in strength, quality of material, and workmanship to that provided by the best engineering and manufacturing practices of the industry.	✓	
1.4 All equipment shall be new model design, assembled and ready for operation at the time of delivery.	✓	
1.5 Bidders shall attach a statement that the unit meets or exceeds these specifications and/or list any exceptions fully and accurately.	✓	
Section 2 GENERAL		
2.1 Refuse body will have a capacity of 24 cubic yards, exclusive of the hopper.	✓	
2.2 Packer body capable of packing 900 pounds per cubic yard of dry household trash.	✓	
2.3 Hopper shall have a minimum capacity of 6 cubic yards.		✓
2.4 Packer must meet all applicable standards.	✓	
Section 3 BODY CONSTRUCTION (The following specifications are minimums.)		
3.1 The body shall be all welded construction.	✓	
3.2 Body wall thickness is 10 gauge Hardox 450, 174,000 psi strength.	✓	

3.3 Body roof thickness is 10 gauge, 80,000 psi. ✓ ____

3.4 Body floor is 7 gauge AR 235, 70,000 psi. ✓ ____

3.5 Sides, front and rear to be reinforced for strength requirements. ✓ ____

3.6 Reinforcement design and characteristics dependent upon construction methods used, but they must be certified to meet the specified compacting requirements without body distortion. ✓ ____

3.7 Unit shall have a shovel holder. ✓ ____

3.8 Unit shall have a clean out tool. Unit shall have dual cleanout doors with a dimension of 12" x 16" each. ✓ ____

Section 4 BODY DIMENSIONS

4.1 Body height above truck frame is not to exceed 108". ✓ ____

4.2 Outside width of the body is not to exceed 96". ✓ ____

Section 5 HOPPER

5.1 The hopper shall have a minimum capacity of 6 cubic yards. ✓

5.2 The hopper floor shall be a minimum of 1/4" AR 400 abrasion resistant steel. ✓ ____

5.3 The hopper sides are to be a minimum of 1/4" AR 400 abrasion resistant steel. ✓ ____

5.4 A hydraulic crusher panel will be furnished to prevent refuse loss during transport. ✓ ____

5.5 A ladder or foot supports with grab handles shall be designed to meet OSHA standards and provide easy access to the hopper area. ✓ ____

5.6 The hopper shall have a minimum displacement rate of 5.4 cubic yards per minute. ✓ ____

Section 6 PACKING MECHANISM

6.1 The packing panel is to be 3/8" 50,000 psi steel. ✓ ____

6.2 The packing mechanism is to retain compacted material in the body. ✓ ____

6.3 Length of the packing cycle is to be determined by proximity switches. When the Auto Pack feature sees maximum pressure 3 consecutive times it shuts off indicating that the packer is full. ✓ ____

6.4 Packing features are dependent upon each manufactures design, but must be capable of accomplishing the requirements set forth in these specifications. It must also fulfill the operational claims made by the manufacturer. ✓ ____

6.5 Packing shall complete a pack cycle in a maximum of 20 seconds at idle speed. ✓ ____

6.6 Packing cylinder sleeves are chrome plated single stage cylinders. Cylinder dimensions are cylinder bore diameter is 4 1/2", cylinder rod diameter is 3", and stroke length is 43". ✓ ____

Section 7 LIFTING AND GRIPPING MECHANISM

7.1 The lifting mechanism shall be capable of gripping, lifting, raising, and dumping containers from 36 to 110 gallons with the use of a joy stick. The joy stick shall be conveniently located to the left of the operator. An ergonomically designed padded armrest shall be provided to support the operator's arm during operation. ✓ ____

7.2 The arm will consist of three main horizontal mast sections, one vertical lift section with 2 arms. ✓ ____

7.3 The inner mast section will be constructed of 2 C channels with a web thickness of .5512", height of 6.189" and a leg width of 2.409". Both channels shall be 78.25" long. ✓ ____

7.4 The middle C channels shall be of the same material only 84"long. ✓ ____

7.5 The main outer mast assembly shall be constructed of 2 C shaped channels with a web thickness of .6378", height of 6.890" and a leg width of 2.5937" These channels shall be 83.75" long in length. ✓ ____

7.6 There will be 6 combination bearings that the mast assembly rides on. The bearing surfaces must be of a 62 Rockwell hardness on the C scale. ✓ ____

7.7 The main vertical mast shall be made from 6" x 8" 3/16 thick tube. ✓ ____

7.8 There will be 2 lift arms 1" thick, 3.475" wide, and approximately 26" long made from T-1 steel. ✓ ____

7.9 The lifting mechanism must be mounted to the chassis. Lifting mechanism's mounted to the body will not be acceptable. ✓ ____

7.10 The mechanism shall be spring steel and have the capability of gripping containers within the range previously mentioned without having to change grip arm configurations. ✓ ____

7.11 Gripping force is to be adjustable to provide container retention and also for limiting the radial force applied to prevent container damage. ✓ ____

7.12 Lifting mechanism shall be capable of a complete cycle, which includes grip, lift, dump, undump, lower, and ungrip in a maximum of 8 seconds. ✓

7.13 The mechanism shall be capable of lifting, raising, dumping, and returning containers from any position within its reach. ✓ ____

7.14 The mechanism shall incorporate serviceable bearings at the grip, pivot, and extension-retraction points to ensure smooth operation and long service life. ✓ ____

7.15 The "reach" of the mechanism shall extend a minimum of 144" from its fully retracted to pivot, and extension-retraction points to ensure smooth operation and long service life. ✓

7.16 The mechanism will be capable of lifting 1,000 lbs. at 12 feet to which the arm is extended. **"Note" The "Bidder" shall provide "Certification" of this capability with their bid.** ____ ✓

7.17 The container shall be tilted a minimum of 45 degrees past horizontal to provide for full dumping. ✓ ____

7.18 Arm shall use chains to lift container. ✓

7.19 Arm shall also have rocker switches mounted under the RH seat to operate arm from standing outside of chassis. ✓ ____

7.20 Arm cycle counter to be included ✓ ____

Section 8 TAILGATE

8.1 The tailgate is to be hinged at or above the roofline using high strength steel hinges it is to be raised for load dumping by 2 double acting

cylinders mounted on the outside of the tailgate. These cylinders shall be of a design that will prevent rapid lowering of the tailgate in case of a hydraulic component failure. ✓ ____

8.2 The tailgate cylinders shall have chrome plated rams. Cylinder dimensions will be 3" bore diameter, 2" ram, and a 30" stroke. ✓ ____

8.3 The tailgate is to be released and locked with no moving parts other than the two (2) primary lift cylinders and associated locking mechanisms. ✓ ____

8.4 A gasket is to be affixed to the tailgate to provide a watertight seal between the body and tailgate. ✓ ____

8.5 The tailgate must be equipped with a tailgate ajar switch with audible and visible warning devices fixed in the cab which comply with ANSI standards and warns when the tailgate is partially to completely open. ✓ ____

8.6 Body hinge structures must be of proper design, materials, and construction to support the tailgate. ✓ ____

8.7 Tailgate maintenance safety props shall be provided. ✓ ____

8.8 Tailgate bubble is Hardox 450, 174,000 psi, tailgate sides are 10 gauge 80,000 psi. ✓ ____

Section 9 EJECTION-DUMPING SYSTEM: ✓ ____

9.1 Dumping is to be accomplished by raising the body.

9.2 Dumping shall be done by means of a single telescoping, center mounted, hydraulic cylinder capable of lifting the box when compacted to maximum capacity. Hoist cylinder is a Nitrate treated, 4 stage cylinder, with a 180" stroke. Bore diameter of the cylinder from largest to smallest is 6 ½", 5 ½", 4 ½", 3 ½". ____ ✓

9.3 The body dump angle shall be such that all refuse in the box will be removed without sticking or bridging. Body dump angle is 45 degrees. ✓ ____

9.4 All dumping controls will be a basic control panel system that is cab mounted. Control panel must be interlocked with a manual override to prevent accidental refuse discharge. ✓ ____

9.5 All ejection/dumping controls shall be operated from inside the cab. ✓

Section 10 HYDRAULIC SYSTEM:

10.1 The hydraulic system is composed of 2 vane pumps, one for body functions, and one for arm functions. Pumps have a common suction. Hydraulic pump model is Denison T6DC. D cartridge is for body function, C cartridge is for arm function. The hydraulic pressure body line shall be made up of a Denison Eco System with a 12 volt DC in line mounted solenoid which diverts the flow back to the inlet when the pump is not engaged and a flow control block which diverts excess flow back to the inlet. Body functions pump maximum flow is 30 gpm @ 700 rpm. Arm functions pump maximum flow is 22 gpm @ 700 rpm. Hydraulic system pressure relief for the body is 2500 psi and for the arm it is 2000 psi. ✓ ___

10.2 Pump capacity shall not be less than 52 gpm @700 rpm. ✓ ___

10.3 Factory installed relief valves shall be incorporated into the system and set at 2500 psi for body functions and 2000 psi for Arm functions. ✓ ___

10.4 A 10 micron absolute filter is installed in the return line. ✓ ___

10.5 Hydraulic tank is to be frame mounted and equipped with a 10 micron breather element and eye level sight gauge. Tank location will be determined by body configuration. ✓ ___

10.6 Hydraulic reservoir tank capacity must be at least 78 gallons. ✓

10.7 Hydraulic system must contain cylinders capable of performing the Operational requirements set forth in these specifications. ✓ ___

10.8 Hydraulic hoses are to be SAE approved construction with hose burst pressure 4 times working pressure and have protective coverings. ✓

10.9 Hydraulic control assemblies must be located so that at no time or load Condition it becomes necessary to remove the load to service these components. ✓ ___

10.10 All cylinders must have the latest design sealing materials. ✓ ___

10.11 Unit must have protective cover on pack manifold. ✓

Section 11 CONTROLS:

11.1 All compactor operating controls are to be located in the truck cab and mounted for operator convenience and comfort. ✓ ___

11.2 Warning signals shall be incorporated into all circuits monitoring abnormal compactor operations. ✓ ___

Section 12 LIGHTING AND WIRING:

12.1 All lights and reflectors shall be in accordance with Federal and State I.C.C. Motor Vehicle Safety Standards. ✓ ____

12.2 Provisions will be made for maximum visibility and may include 2 red stop-tail lights, 2 red turn-tail lights, and an I.D. cluster. All lights must be L.E.D. ✓ ____

12.3 A lighted license plate bracket will be provided. ✓ ____

12.4 Unit must include arm, hopper, and side mounted work lights. ✓ ____

12.5 Unit must include 2 tailgate work lights and 4-inch amber strobe lights plus alternating flashing lights. ✓ ____

Section 13 PAINTING:

13.1 All components will be properly cleaned prior to priming. ✓ ____

13.2 All burrs and rough spots are to be removed. ✓ ____

13.3 Two (2) coats of rust inhibiting primer are to be applied prior to the finish coat. ✓ ____

13.4 Final coat to be high gloss white. ✓ ____

Section 14 CAMERAS:

14.1 Two (2) Color Cameras will be provided: 1st placed in the rear for use as a backup camera. 2nd placed to monitor hopper area. ✓ ____

14.2 Color Camera monitor shall be mounted in the cab and be fully adjustable flat screen type with split screen option so all camera views can be displayed at one (1) time and automatically switch to full screen backup camera when unit is shifted to reverse. ✓ ____

14.3 The Cameras' shall be Safety Vision ✓ ____

14.4 Protective cases shall be provided for the cameras. ✓ ____

14.5 All Cameras' shall have shields to minimize sun glare. ✓ ____

Section 15 WARRANY & OTHER:

15.1 Two complete sets of operators, parts, and service manuals will be **supplied for truck chassis and refuse body. Mechanic training and operator training for a minimum of two days. Also bidder is responsible for any new employee operator or mechanic training in the future (up to three years) at no charge to the City** ✓

15.2 Body to have Three Year Warranty on Body, Cylinders, Hydraulics, and Arm ✓

15.3 On Site Warranty at City Garage ✓

14.3 Quarterly Maintenance Inspection at City garage for Three Years ✓

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc. ✓

14.5 Bidder must have a certified service/parts facility with minimum of three certified mechanics within 100 miles of City garage. Facility must not be a subcontracted facility. Must be operated by bidder. ✓

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc. ✓

Conventional Chassis Specifications

	YES	NO
CHASSIS SHALL HAVE DUAL SITDOWN DRIVE WITH ALL GAUGES.	✓	
GVWR SHALL BE 46,000 LBS.		✓ 1
CUMMINS ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM.		✓ 2
(2) 2250 CCA BATTERIES		✓ 3
SIX (6) GALLON DEF TANK	✓	
1200 SQ INCH RADIATOR	✓	
1350 FLANGE ADAPTER FOR FRONT MOUNT PUMP WITH 24" FRONT FRAME EXTENSION	✓	
CHASSIS SHALL 160 AMP ALTERNATOR WITH REMOTE BATTERY VOLT SENSE.		✓ 4
TRANSMISSION SHALL BE AN ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION.		✓ 5
SYNTHETIC TRANSMISSION FLUID	✓	

CHASSIS SHALL INCLUDE DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE.	—	✓ 6
FRONT BRAKES SHALL BE MERITOR 16.5X6 Q+ CAST SPIDER CAM, DOUBLE ANCHOR, FABRICATED SHOES.	✓	—
16,000LB TAPERLEAF FRONT SUSPENSION.	—	✓ 7
30,000LB U-SERIES SINGLE REAR AXLE.	—	✓ 8
6.14 REAR AXLE RATIO	—	✓ 9
REAR BRAKES SHALL BE MERITOR 16.5X7 P CAM, DOUBLE ANCHOR, CAST SHOES.	✓	—
30,000LB FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD.	—	✓ 10
AUTOMATIC REAR SLACK ADJUSTERS	✓	—
AIR DRYER WITH HEATER	✓	—
CAB TO AXLE – MEET BODY REQUIREMENTS	✓	—
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	—	✓ 11
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT.	✓	—
80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK – LH	—	✓ 12
315/80R24.5 20 PLY RADIAL FRONT TIRES	—	✓ 13
11R24.5 16 PLY RADIAL REAR TIRES	— —	✓ 14
WHEELS 22.5X9 10-HUB PILOT 5.25 INSET 5-HAND HD STEEL DISC FRONT WHEELS.	—	✓ 15
WHEELS 22.5X9 10-HUB PILOT 5-HAND HD STEEL DISC REAR WHEELS.	—	✓ 16
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB.	—	✓ 17
AIR CAB MOUNTS	—	✓ 18
14" AIR HORN	✓	—
CHASSIS SHALL HAVE (5) AMBER MARKER LIGHTS.	✓	—
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS.	✓	—
RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS.	—	✓
DUAL WEST COAST MIRRORS HEATED MIRRORS	✓	—

HEATER, DEFROSTER AND AIR CONDITIONER ✓ —

CHASSIS SHALL INCLUDE 2-1/2 LB. FIRE EXTINGUISHER. ✓ —

DUAL AIR RIDE SEATS ✓ 19

EXHAUST BRAKE ✓ —

CHASSIS WILL HAVE A FOUR (4) YEAR WARRANTY ON CAB/CHASSIS, ENGINE, TRANSMISSION

PLEASE INCLUDE DOCUMENTATION ON ALL CHASSIS AND BODY WARRANTIES

PLEASE INCLUDE PREVENTATIVE MAINTENANCE REPORT THAT WILL BE USED QUARTERLY FOR ALL THREE YEARS.

PLEASE INCLUDE BUYBACK PRICE ON NEW TRUCKS AS WELL AS TRUCKS ALREADY OWNED BY THE CITY.

Delivery in days: 180

Total Price Each

$248,987.53

State location of nearest service facility for body and distance

Location Meridian Mileage from City 90

State location of nearest service facility for chassis and distance

Location Meridian Mileage from City 90

EAGLE APPS

City of Hattiesburg Bid Speculations

Amber Britain <amber.britain@eagles.usm.edu> Fri, Apr 25, 2014 at 1:55 PM
To: bbutler@cranecarrier.com

Hi!
Attached are the bid speculations for Ten (10) Automated Side Loader Refuse Collection Truck Bodies, as requested on this date of April 25, 2014.

Should you have any further questions, please contact us at the Hattiesburg City Clerks office at 601.545.4550 or email Kermas Eaton at keaton@hattiebsurgms.com.

Thank you!

–
Have a fabulous day and SMTTT(:

Amber Britain
City of Hattiesburg Office Assistant
USM Student Worker

3189_001.pdf
277K

Prepared for:
Keith Brown
Truck Equipment Sales Inc
4700 Rangeline Rd
Mobile, AL 36619
Phone: 251-234-0520

Prepared by:
Bob Scharpnick
ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone: 4072953846

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-08D	SD PRL-08D (EFF:01/28/14)		
Data Version			
DRL-014	SPECPRO21 DATA RELEASE VER 014		
Vehicle Configuration			
001-176	108SD CONVENTIONAL CHASSIS	6,940	3,770
004-215	2015 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-001	REFUSE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-003	DRY BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 30000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 46000.0 lbs		

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Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-061	REFUSE, SIDE LOAD OR REAR PACKER BODY - UNLOADS IN A LANDFILL		
Engine			
101-2XM	CUM ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM		
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-013	2013 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14		
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		

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Data Code	Description	Weight Front	Weight Rear
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-40	-20
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-018	HORTON DRIVEMASTER ON/OFF FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
120-009	FLEETGUARD PLAIN COOLANT FILTER	10	
266-028	1200 SQUARE INCH ALUMINUM RADIATOR		
103-004	ANTIFREEZE TO -34F, NOAT EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

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Data Code	Description	Weight Front	Weight Rear
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-110	-35
Transmission Equipment			
343-320	ALLISON VOCATIONAL PACKAGE 168 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
84B-013	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
353-022	VEHICLE INTERFACE WIRING WITH BODY BUILDER CONNECTOR MOUNTED BACK OF CAB		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
400-1A9	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		

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Data Code	Description	Weight Front	Weight Rear
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER	5	
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-026	16,000# TAPERLEAF FRONT SUSPENSION	200	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-024	RS-30-185 30,000# U-SERIES SINGLE REAR AXLE		275
421-614	6.14 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	30	30
423-010	MERITOR 16.5X7 P CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES		50
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
451-018	WEBB CAST IRON REAR BRAKE DRUMS		50
440-006	REAR OIL SEALS		
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-007	BENDIX VERSAJUST AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
Rear Suspension			
622-1DF	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		160
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD U-BOLT PAD		
623-005	FORE/AFT CONTROL RODS		

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Data Code	Description	Weight Front	Weight Rear
Brake System			
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
Wheelbase & Frame			
545-667	6675MM (263 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	751	170
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	270	450
552-020	1225MM (48 INCH) REAR FRAME OVERHANG		
55W-004	FRAME OVERHANG RANGE: 41 INCH TO 50 INCH	20	-80
549-016	24 INCH INTEGRAL FRONT FRAME EXTENSION WITH 0.25 INCH INSERT	350	-50
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 197.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 194.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 376.16		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 197.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 123.62 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 177.61 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		

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Data Code	Description	Weight Front	Weight Rear
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1E5	14 INCH PAINTED STEEL BUMPER		
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
204-034	80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	25	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR		
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-699	GOODYEAR G291 315/80R22.5 20 PLY RADIAL FRONT TIRES	58	
094-699	GOODYEAR G291 315/80R22.5 20 PLY RADIAL REAR TIRES		116
Hubs			
418-045	CONMET PRE-SET BEARING IRON FRONT HUBS		
450-014	WEBB IRON REAR HUBS		280
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	50	
505-445	ACCURIDE 29300 22.5X9.00 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		120
Cab Exterior			
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		

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Data Code	Description	Weight Front	Weight Rear
650-008	AIR CAB MOUNTS		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-001	LH AND RH GRAB HANDLES		
646-041	STATIONARY BLACK GRILLE		
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED		
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS		
302-001	(5) AMBER MARKER LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BM	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74B-079	RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS	4	
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	TINTED WINDSHIELD		
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		

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Data Code	Description	Weight Front	Weight Rear
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
720-002	2-1/2 LB. FIRE EXTINGUISHER	5	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1J3	BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-032	3 POINT FIXED D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

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Data Code	Description	Weight Front	Weight Rear
732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE LIGHT AND BUZZER		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-011	ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE DISPLAY: 1X7 CHARACTER, 26 WARNING LAMPS, DATA LINKED, ICU3		
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-035	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	5	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-1A2	AM/FM/WB RADIO WITH FRONT AUXILIARY INPUT	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2	
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		

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Data Code	Description	Weight Front	Weight Rear
81Y-001	PRE-FLIGHT, ALL OUTPUTS FLASH WITH SMART SWITCH		
883-002	REAR SPRING LOADED HAND CONTROL BRAKE VALVE	2	
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-018	ONE VALVE PARK BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-020	STANDARD BLACK BUMPER PAINT		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	8920 lbs	5296 lbs	14216 lbs

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Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight[+]	8920 lbs	5296 lbs	14216 lbs

Extended Warranty

WAH-084	EXTENDED VEHICLE WARRANTY, 4 YEARS OR 150,000 MILES/240 000 KM
WAI-34M	EPA 2013 CUMMINS ISL ENGINE EXTENDED WARRANTY DC1, 4 YEARS/150,000 MILES/240 000 KM
WAX-1AN	EPA 2013 CUMMINS ISL ENGINE EXTENDED WARRANTY AFTERTREATMENT AT3, 4 YEARS/150,000 MILES/240 000 KM
WAK-075	ALLISON 3000 RDS TRANSMISSION FOR REFUSE EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILEAGE
WAQ-015	CAB AND HOOD EXTENDED WARRANTY 4 YEARS/200,000 MILES/320 000 KM
WAG-055	TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 4 YEAR/UNLIMITED MILES/KM, $550 CAP

Dealer Installed Options

		Weight Front	Weight Rear
FONT	FONTAINE SITDOWN RH DRIVE CONVERSION	0	0
	Total Dealer Installed Options	0 lbs	0 lbs

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

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ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone: 4072953846

QUOTATION

108SD CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK

CUM ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM

ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

RS-30-185 30,000# U-SERIES SINGLE REAR AXLE

30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD

DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE

16,000# TAPERLEAF FRONT SUSPENSION

108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

6675MM (263 INCH) WHEELBASE

7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI

1225MM (48 INCH) REAR FRAME OVERHANG

1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

			PER UNIT	TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (10)**	$		
EXTENDED WARRANTY		$		
DEALER INSTALLED OPTIONS		$		
CUSTOMER PRICE BEFORE TAX		**$**		
TAXES AND FEES				
TAXES AND FEES		$	0	$ 0
OTHER CHARGES		$	0	$ 0
TRADE-IN				
TRADE-IN ALLOWANCE		$	(0)	$ (0)
BALANCE DUE	**(LOCAL CURRENCY)**	**$**		

COMMENTS: Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.
APPROVAL: Please indicate your acceptance of this quotation by signing below: Customer:
X_____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

9827 Mt. Holly Rd
Charlotte, NC 28214
Toll Free: 1-800-FONTAINE
Phone: (704) 409-1609
Fax: (704) 392-1507
www.fontainemod.com

Charlotte, North Carolina
Dublin, Virginia
Gainesville, Georgia
Springfield, Ohio
Williamstown, West Virginia

Fontaine Mod Fleet Services Locations
Charlotte, North Carolina
Dublin, Virginia
Laredo, Texas
Springfield, Ohio

Our Quotation #
V01034-00
Date Printed:
05/02/2014
Orig. Quote Date:
05/02/2014

:
3 SCHARPNICK
.ANDO FREIGHTLINER
5 SOUTH ORANGE BLOSSOM
)PKA FL 32703
ted States
ne: (800)741-3846
: (407)291-8408

Quotation Valid Thru : 06/02/2014
Terms : .5% 10 NET 30

Job Information: 174 DUAL SIT DOWN, M2106/108SD PB/FXD

hicle Information: 2015 FREIGHTLINER 108SD Build Location: CMCV Quantity: 10.00000

Fontaine Modification is pleased to quote the products and services as shown below. Please review the details of our offering to assure we have met your expectations. Our quotation is valid for 30 days unless otherwise noted on your quote.

n	Part / Rev / Description / Details	Qty.	Unit Price	Extended Price
1	174100-30-0025 Rev 000 U/M EA DUAL SIT DOWN, M2106/108SD PB/FXD DUAL SIT-DOWN DRIVE M2106/108SD PB Shift Fixed Steering Columns Left and right-hand steering locations Includes the following: Center console 18" (450 mm) diameter two-spoke black steering wheel(s) Right and left-hand foot throttles and foot brakes Right and left-hand self-cancelling turn signal switches with dimmer, Separate hazard switch and horn button Cup holders, left and right-hand dash Gauge package: Siemans ICU3X right dash mounted ** no odometer ** not available in metric as primary Relocation of power mirror switch to center dash Restrictions: No winged dash Available for 106" & 108" BBC cab Right-hand side drive position to be used only in low speed applications (15 mph or less) CNG chassis priced separately Required options: Automatic transmission Individual driver and passenger seats; bench seat is not available Air Brakes Required data codes where applicable:			

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n	Part / Rev. / Description / Details	Qty.	Unit Price	Extended Price
	003-012: LH PRIMARY STEERING LOCATION AND PREP FOR CUSTOMER SUPPLIED RH SIT-DOWN SECONDARY STEERING LOCATION WITH DUAL INSTRUMENT CLUSTER			
	345-003: PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			
	532-001: FIXED STEERING COLUMN			
	99B-012 SHIP TO THIRD PARTY CHARLOTTE (FONTAINE)			
	****ALL MEXICO BUILDS WILL NEED TO BE TOWED TO FONTAINE CHARLOTTE AT CUSTOMER'S EXPENSE ****			
2	292000-10-0000 Rev 000 U/M EA	10.00	0.0000	US$ 0.00
	SERIAL NUMBER,SLOT DATE,UNIT NUMBER			
	TRUCK INFORMATION:			
	VIN#: UNIT#: OEM SLOT DATE: EST DATE REC: REQUESTED COMPLETE DATE: PILOT REVIEW: Paper _____ Physical____ Not required _____ END USER: BODY BUILDER: DEALER: FLEET: OUR CUSTOMER: PO#			

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nk you for the opportunity of quote this package. Please complete the order information below and approve in er to secure production scheduling. All take-off parts become the property of Fontaine Modification.

sales are subject to the Terms and Conditions of Sale set forth on our website at www.fontainemod.com. Any order receipt of, or payment for seller's products or services shall constitute your acceptance of these Terms and nditions of Sale.

To place the order the following is required:

1. Chassis offline dates
2. A copy of your company's purchase order
3. Orders of 10 units and greater will require a pilot review and customer approval of final installation
4. Any changes made to this order after it is processed and material ordered will result in a restocking fee and change order fee
5. Part numbers and or description, Shipped date, ETA and Shipper information is required on all customer supplied parts (Parts that arrive unidentified either by the Fontaine deal #, chassis serial number, or customer unit number will be quarantined to a non-conforming area and may delay chassis build)

Chassis serial numbers (last 8 of the VIN): VIN _____ Thru _____

PO# (Purchase Order Number): _____

Customer Acceptance _____ Date ____/____/____

Signed By: _____ Date ____/____/____

signing this quote you accept all of of Fontaine's Terms and Conditions Quoted By HARRISON DEARTH

Bridgeport
MANUFACTURING

Hattiesburg, MS Limited Warranty

Bridgeport Truck Manufacturing, Inc.
Warrants all truck bodies to be free from defects in material and workmanship under normal use and service, for Thirty Six months on parts and labor from the vehicle's service start date.

EXCLUSIONS: All wear items including but not limited to wear plates, gripper belts/pads, hoses, cylinder seals, filters and switches.

If during the warranty period, the original purchaser should experience a problem with the body that he feels is a warranty claim, B.M.I. should be notified immediately. If upon inspection, it is proven to our satisfaction that the failure of the part in question is due to defects in material or workmanship, there will be no charge for the replacement parts, or ground freight. Labor for repairs can be performed by the dealer or by the customer at a pre-determined hourly rate.

This warranty applies only to new B.M.I. bodies, which after shipment, have not been altered in any way that in our judgment may affect its stability or overall reliability. This warranty does not apply to any truck that has been damaged due to overloading, over speeding, or other misuse, negligence, or accident.

Any after-market items installed on a B.M.I. body, including but not limited to, pumps, camera systems, lube systems, and on board scales, are subject to O.E.M. warranties and will not be covered by Bridgeport Mfg Inc. If warranty information from the O.E.M. has not been provided, please contact B.M.I.

Body paint is warranted for 12 months.

Disclaimer: Bridgeport Truck Mfg Inc will not be held liable for any environmental cleanup of hydraulic oil spills.

500 FM 1658
P.O. Box 1400
Bridgeport, TX 76426

Toll Free: (800) 800-5485
Office: (940) 683-3003
Fax: (940) 683-3004

Bridgeport MANUFACTURING

Ranger Automated Side Loader

SIMPLICITY BY DESIGN

Ease of operation and superior design are what sets the Ranger ASL apart from all others.

The cab controls offer the driver a choice between a joystick and rocker switches.

The Bridgeport Automated Arm is the most efficient arm in the industry. It is body mounted for stability and durability. With fewer moving parts, maintenance is a breeze.

The Ranger also features a folding hopper door that allows a lower pitch-in height .

The hopper features water-tight clean out doors that are easily reached from ground level.

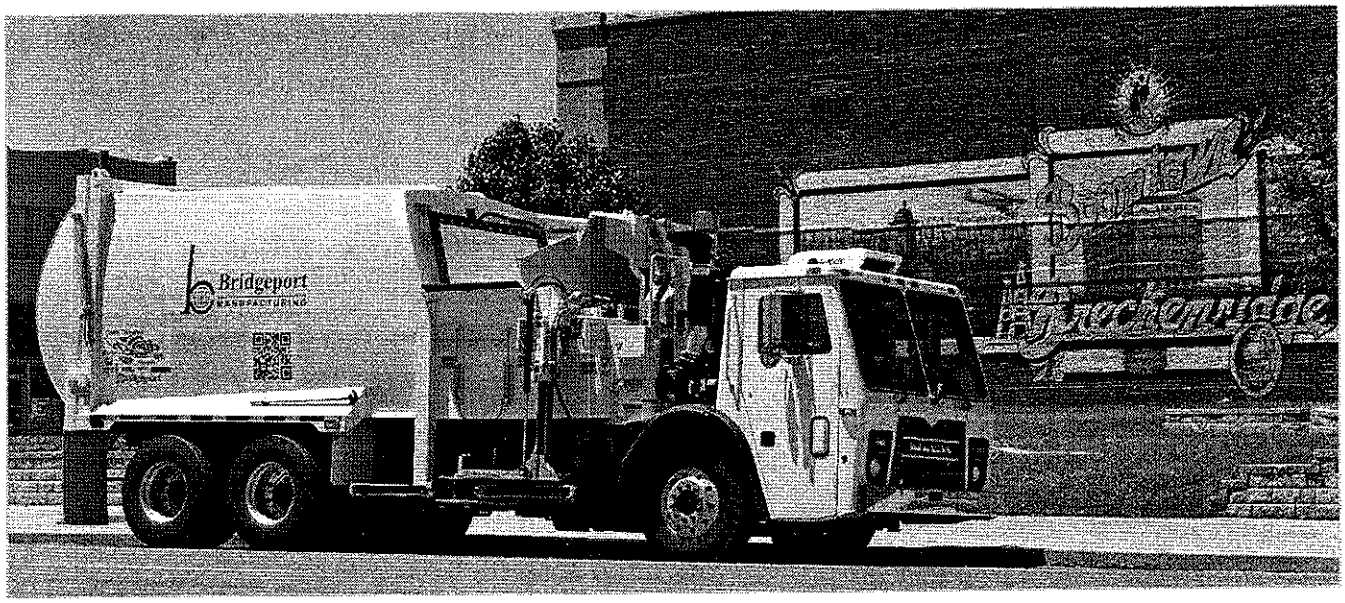
All these features and more make buying a Bridgeport a very smart move.

EFFICIENT

- Automatic Pack Cycle
- One Piece Packer/Follower
- Tapered Body for Easier Discharge
- Self Locking Tailgate w/ Watertight Seal

RELIABLE

- Electric Over Hydraulic Controls
- 96" Reach Body Mounted Arm
- Universal Cart Grips - 30 to 450 gal
- Cylinders Manufactured by Texas Hydraulics



www.bridgeportmfg.com

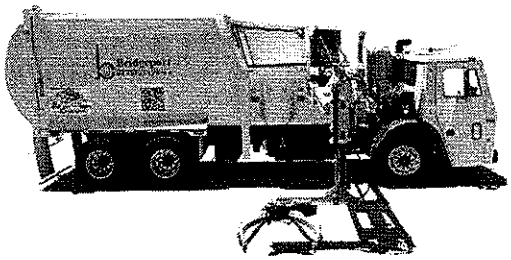
Phone: 254.559.2533
Fax: 254.559.2731
email: jr@bridgeportmfg.com

PO Box 1737
1310 E Brown Rd
Breckenridge, TX 76424

Bridgeport
MANUFACTURING

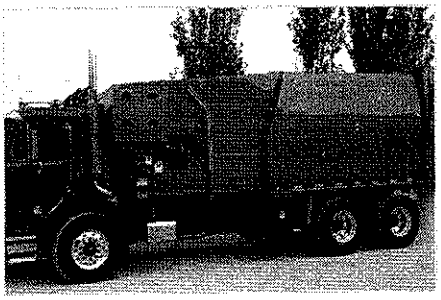
Ranger Automated Side Loader

EXTENDED REACH



CNG READY / EASY MAINTENANCE





Body Specifications

Body Capacity	20 yd^3 - 32 yd^3 - 34 yd^3 - 36 yd^3 - 38 yd^3
Body Style	Hoist to Dump or Full Eject
Floor	3/16" AR Plate w/ 1/4" Overlay at Hopper
Sides	10 ga Hi-Ten Rolled Plate w/ 2 Body Posts
Roof	10 ga Hi-Ten - Tapered Front to Back
Tailgate	1 Piece 10 ga - Self Locking w/ Rubber Seal

Packer / Hopper Specifications

Packer	1 Piece Packer/Follower w/ Replaceable Wear Strips
Hopper Capacity	4 yd^3
Hopper Floor	1/4" T-1 ASTM A-572 Grade 50 Plate
Hopper Clean Out	Trough w/ 2 Rubber Sealed Clean Out Doors
Hopper Door	Fold Down Door for Hand Loading - 68" Pitch-in

Automated Arm Specifications

Reach	96"
Cycle Time	7-8 Seconds @ 750 RPM
Lift Capacity	1000 lbs (approx.)
Grips	Universal (30-450 gal) carts
Lift	Hydraulic w/ Gravity Down
Controls	Electric over Hydraulic Joystick & Rocker Switches

Hydraulics / Bore x Stroke

Tailgate Cylinders	(2) 3" x 30"
Packer Cylinders	(2) 5-1/2" x 39"
Arm Cylinders	Reach- 2" x 72" / Grip- 2" x 8"
Arm Cylinders	Elevator- 2" x 26" / Dump- 3" x 20"
Hoist Cylinders	(2) 5-1/2" x 72" 3-Stage telescoping mounted outside frame
Pump / Valves	Front Mount Tandem Unloader / (2) Danfoss B6603 Valves

Options - Contact your local dealer for a full list of options

Extended Reach Arm (144")	Outside Controls
Hydraulic or Pneumatic Hopper Cover	Hydraulic Tank Heater

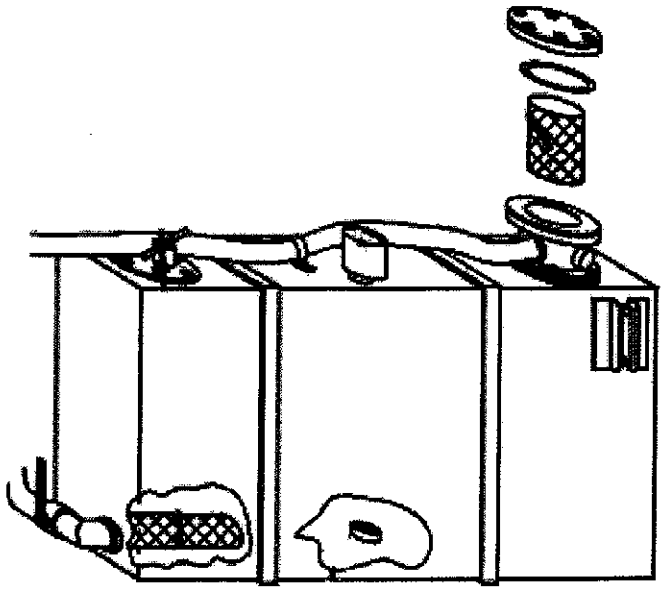
Bridgeport Truck Mfg. Inc. retains the right to make changes in design and specifications; engineering; add or remove features; add improvements; or discontinue the manufacturing of any product, at any time without notice or obligation.

Specifications May Be Modified Per Customer Requirements

www.bridgeportmfg.com

Quarterly Maintenance

Hydraulic Oil Tank
Check Hydraulic Filter and Breather



Quarterly Maintenance

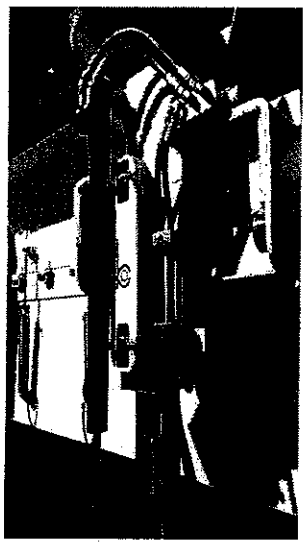
Automated Arm Adjustment Instructions

- Secure a jack underneath gripper housing platform, making sure grip housing is secured and level.
- Roller # 1 and #7 do not require any adjustments.
- Loosen all jam nuts.
- Adjust all rollers by tightening jam nuts until they are just touching the elevator shaft. Check the roller adjustment bolts to ensure the spacing is exactly the same on rollers # 2-6.
- Lower jack and check for slack in elevator housing by moving platform. There should be 3" to 4" of movement in platform.
- Elevator should gravity fall without dragging

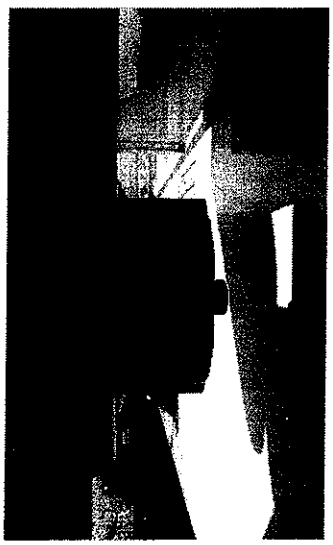
Gripper Platform



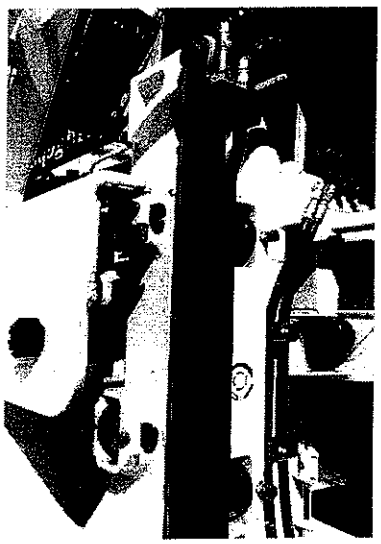
Rollers 1-4



Roller 7

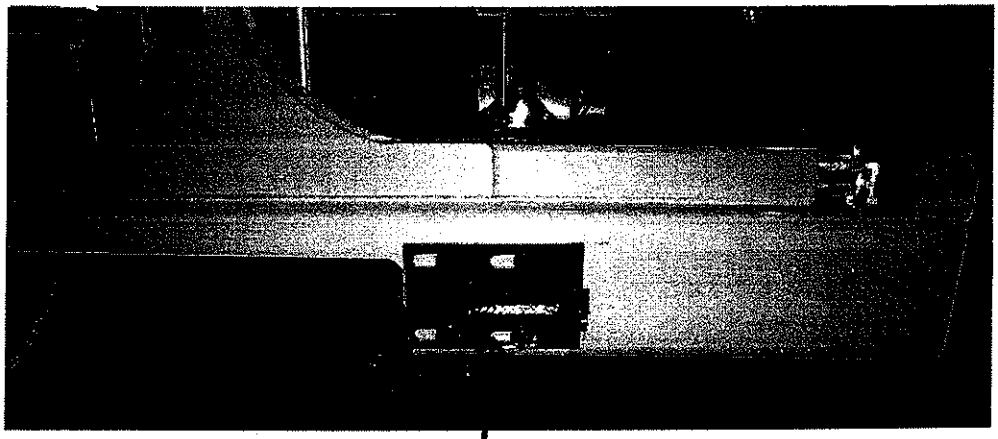


Rollers 5-6



Quarterly Maintenance

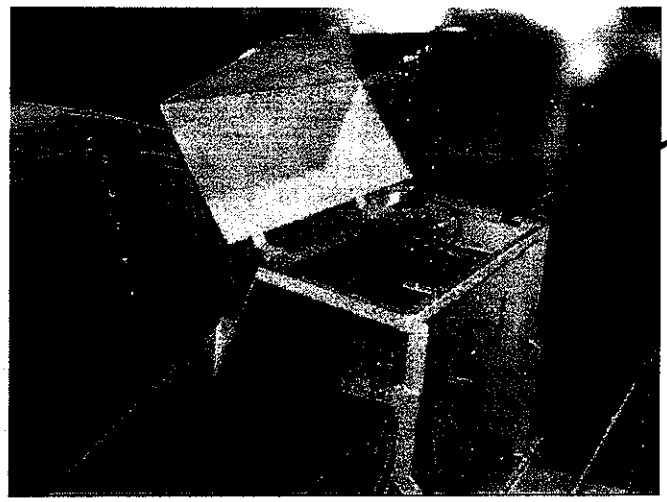
Gripper Adjustments



Adjust Clearance with
Gripper Cylinder Rod Eye
Approximately 1/4" is needed.

Quarterly Maintenance

Check & Adjust Gripper Pressure

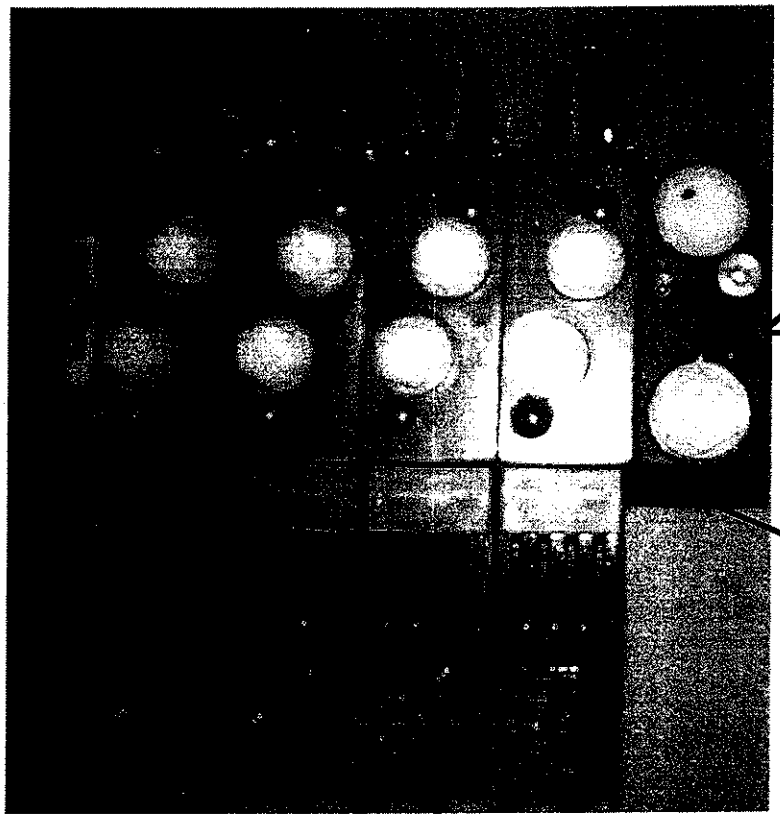


ARM VALVE LOCATION

Set Arm Hydraulic Pressure:

2000 PSI without cart selector option

2250 PSI with cart selector option



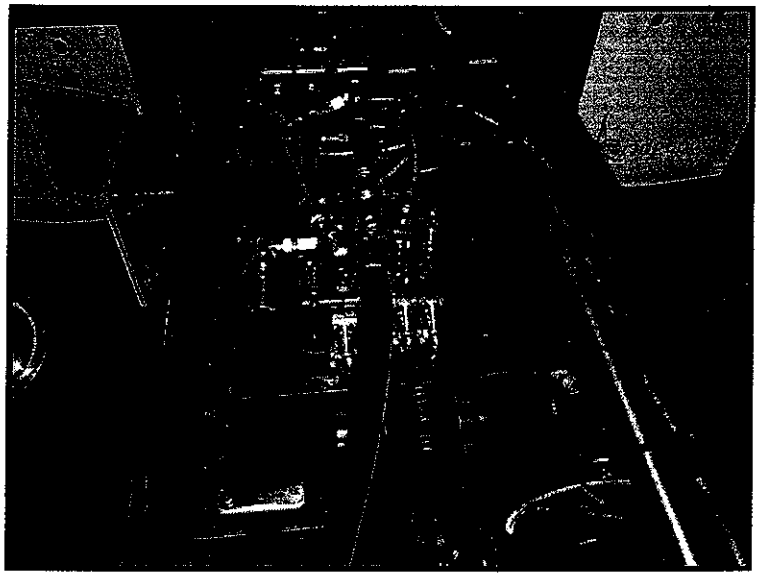
SET PRESSURE HERE

*Clockwise to Raise

INSTALL GAUGE HERE

Quarterly Maintenance

Check Packer Hydraulic Pressure



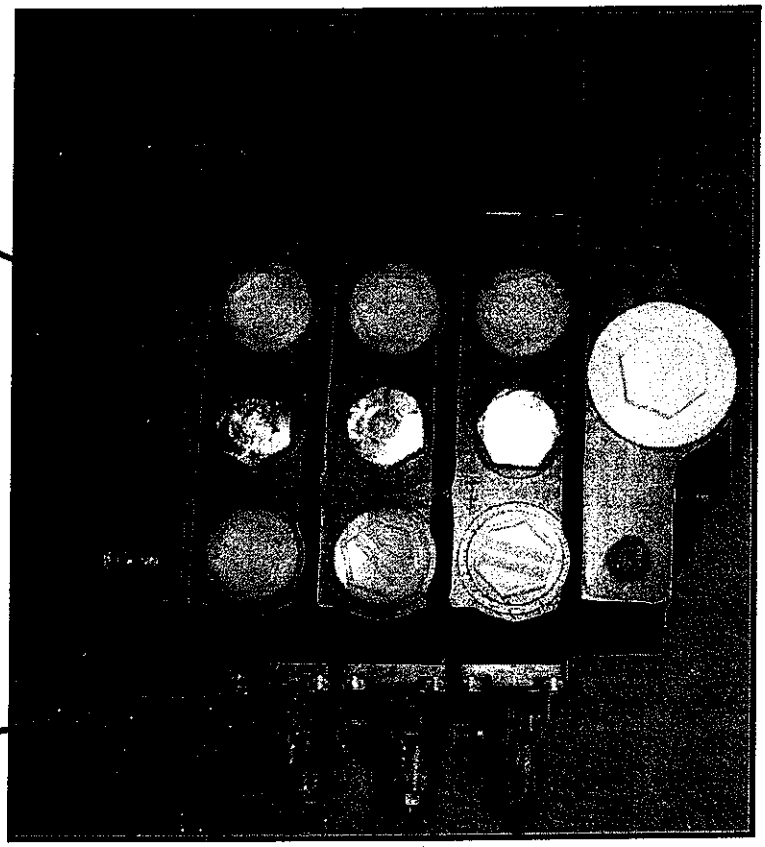
BODY VALVE LOCATION

Set Packer Hydraulic Pressure:

2000 PSI for 16-22 cu yd body

2250 PSI for 24-38 cu yd body

PRESSURE ADJUSTMENT
*Clockwise to Raise



INSTALL GAUGE HERE

TRUCK EQUIPMENT SALES
4700 BARGE LINE ROAD
MOBILE AL. 36619.

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 8, 2014, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following, to-wit:

TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODIES

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 "BID" 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 8th day of April, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODIES FOR THE HATTIESBURG PUBLIC WORKS DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

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, May 8, 2014, 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
TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODIES FOR THE HATTIESBURG PUBLIC WORKS DEPARTMENT
SUBMITTED BY 10:00 A.M. MAY 8, 2014

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 8th day of April A. D., 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

One or More
Automated Side Loader Refuse Collection Truck Body

SUGGESTED BID SPECIFICATIONS
Bidder Shall Complete the Following
If No, State Specifically the Item being Offered

	Meets Specifications: YES	NO
Section 1 APPLICATION		
1.1 It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body.	✔ 1	
$ ✔ 2 4 1.2 The capacity shall be 24 cubic yards, exclusive of the hopper.	✔ 3	
1.3 Features standard to this unit will be furnished by the successful bidder. Body shall conform in strength, quality of material, and workmanship to that provided by the best engineering and manufacturing practices of the industry.	✔ 5	
1.4 All equipment shall be new model design, assembled and ready for operation at the time of delivery.	✔ 6	
1.5 Bidders shall attach a statement that the unit meets or exceeds these specifications and/or list any exceptions fully and accurately.	✔ 7	
Section 2 GENERAL		
2.1 Refuse body will have a capacity of 24 cubic yards, exclusive of the hopper.	✔ 8	
2.2 Packer body capable of packing 900 pounds per cubic yard of dry household trash.	✔ 9	
2.3 Hopper shall have a minimum capacity of 6 cubic yards.	✔ 10	
2.4 Packer must meet all applicable standards.	✔ 11	
Section 3 BODY CONSTRUCTION (The following specifications are minimums.)		
3.1 The body shall be all welded construction.	✔ 12	
3.2 Body wall thickness is 10 gauge Hardox 450, 174,000 psi strength.		✘ 13

[redacted]

Number: 13 Author: Administrator Subject: Rejected Date: 5/6/2014 9:41:22 AM

10 Gauge gr50 - Hardox is not available in 10 gauge

3.3 Body roof thickness is 10 gauge, 80,000 psi. ✓1

3.4 Body floor is 7 gauge AR 235, 70,000 psi. ✓2

3.5 Sides, front and rear to be reinforced for strength requirements. ✓3

3.6 Reinforcement design and characteristics dependent upon construction methods used, but they must be certified to meet the specified compacting requirements without body distortion. ✓4

3.7 Unit shall have a shovel holder. ✓5

$ 6

3.8 Unit shall have a clean out tool. Unit shall have dual cleanout doors with a dimension of 12" x 16" each. ✗7

Section 4 BODY DIMENSIONS

4.1 Body height above truck frame is not to exceed 108". ✓8

4.2 Outside width of the body is not to exceed 96". ✓9

Section 5 HOPPER

5.1 The hopper shall have a minimum capacity of 6 cubic yards. ✗10

5.2 The hopper floor shall be a minimum of 1/4" AR 400 abrasion resistant steel. ✓11

5.3 The hopper sides are to be a minimum of 1/4" AR 400 abrasion resistant steel. ✓12

5.4 A hydraulic crusher panel will be furnished to prevent refuse loss during transport. ✓13

5.5 A ladder or foot supports with grab handles shall be designed to meet OSHA standards and provide easy access to the hopper area. ✓14

5.6 The hopper shall have a minimum displacement rate of 5.4 cubic yards per minute. ✓15

Section 6 PACKING MECHANISM

6.1 The packing panel is to be 3/8" 50,000 psi steel. ✓16

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Number: 7 Author: Administrator Subject: Rejected Date: 5/6/2014 9:42:10 AM
Clean out doors are 13" x 13"

[redacted]

[redacted]

Number: 10 Author: Administrator Subject: Rejected Date: 5/6/2014 10:54:23 AM
4 cu yds are measured to the top of the drop down manual load door. Other manufacturers measure to the top or the slope line.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

6.2 The packing mechanism is to retain compacted material in the body. ✔[1]

6.3 [2]ength of the packing cycle is to be determined by proximity switches. When the Auto Pack feature sees maximum pressure 3 consecutive times it shuts off indicating that the packer is full. ✘[3]

6.4 Packing features are dependent upon each manufactures design, but must be capable of accomplishing the requirements set forth in these specifications. It must also fulfill the operational claims made by the manufacturer. ✔[4]

6.5 Packing shall complete a pack cycle in a maximum of 20 seconds at idle speed. ✔[5]

6.6 [6]acking cylinder sleeves are chrome plated single stage cylinders. Cylinder dimensions are cylinder bore diameter is 4 1/2", cylinder rod diameter is 3", and stroke length is 43". [7] ✘[8]

Section 7 LIFTING AND GRIPPING MECHANISM

7.1 The lifting mechanism shall be capable of gripping, lifting, raising, and dumping containers from 36 to 110 gallons with the use of a joy stick. The joy stick shall be conveniently located to the left of the operator. An ergonomically designed padded armrest shall be provided to support the operator's arm during operation. ✔[9]

7.2 [10] [redacted] ✘[11]

7.3 [12] [redacted] ✘[13]

7.4 [15] [redacted] ✘[14]

7.5 [16] [redacted] ✘[17]

7.6 [18] [redacted] ✘[19]

[redacted]

Number: 2 Author: Administrator Subject: Highlight Date: 5/5/2014 10:05:45 AM
OEM Pack cycle is set to Constant Packing however and option can be purchased whereby pack cycles can be modified to 1 to 1, 2 to 1, 3 to 1 etc.

[redacted]

Number: 7 Author: Administrator Subject: Sticky Note Date: 5/6/2014 9:46:10 AM
5.5" x 3" x 39"

[redacted]

Number: 10 Author: Administrator Subject: Highlight Date: 5/5/2014 10:06:57 AM
Bridgeport arm spec can be copied and pasted from Ranger Muni bid spec

Number: 11 Author: Administrator Subject: Rejected Date: 5/5/2014 10:06:00 AM

[redacted]

7.[2] [redacted] ✗[1]

7.[3] [redacted] ✗[4]

7.9[5] [redacted] ✗[6]

7.10 The mechanism shall be spring steel and have the capability of gripping containers within the range previously mentioned without having to change grip arm configurations. ✓[7]

7.11 Gripping force is to be adjustable to provide container retention and also for limiting the radial force applied to prevent container damage. ✓[8]

7.12 Lifting mechanism shall be capable of a complete cycle, which includes grip, lift, dump, undump, lower, and ungrip in a maximum of 8 seconds. ✓[9]

7.13 The mechanism shall be capable of lifting, raising, dumping, and returning containers from any position within its reach. ✓[10]

7.14 The mechanism shall incorporate serviceable bearings at the grip, pivot, and extension-retraction points to ensure smooth operation and long service life. ✗[11]

$ [12] ✓[13] 7.15 The "reach" of the mechanism shall extend a minimum of 144" from its fully retracted to pivot, and extension-retraction points to ensure smooth operation and long service life. ✓[14]

$ [15] ✓[16] 7.16 The mechanism will be capable of lifting 1,000 lbs. at 12 feet to which the arm is extended. **"Note" The "Bidder" shall provide "Certification" of this capability with their bid.** ✓[17]

7.17 The container shall be tilted a minimum of 45 degrees past horizontal to provide for full dumping. ✓[18]

7.18[20] [redacted] ✗[19]

7.19 Arm shall also have rocker switches mounted under the RH seat to operate arm from standing outside of chassis. ✓[21]

7.20 Arm cycle counter to be included ✓[22]

Section 8 TAILGATE

8.1 The tailgate is to be hinged at or above the roofline using high strength steel hinges it is to be raised for load dumping by 2 double acting

[redacted]

Number: 11 Author: Administrator Subject: Rejected Date: 5/6/2014 11:38:02 AM
Roller bearing incorporated in extension & retraction. Grip pivot utilizes bronze bushings.

[redacted]

Number: 20 Author: Administrator Subject: Highlight Date: 5/5/2014 10:17:32 AM
Cylinders are used

[redacted]

cylinders mounted on the outside of the tailgate. These cylinders shall be of a design that will prevent rapid lowering of the tailgate in case of a hydraulic component failure. ✓1

8.2 The tailgate cylinders shall have chrome plated rams. Cylinder dimensions will be 3" bore diameter, 2" ram, and a 30" stroke. ✓2

8.3 The tailgate is to be released and locked with no moving parts other than the two (2) primary lift cylinders and associated locking mechanisms. ✓3

8.4 A gasket is to be affixed to the tailgate to provide a watertight seal between the body and tailgate. ✓4

8.5 The tailgate must be equipped with a tailgate ajar switch with audible and visible warning devices fixed in the cab which comply with ANSI standards and warns when the tailgate is partially to completely open. ✓5

8.6 Body hinge structures must be of proper design, materials, and construction to support the tailgate. ✓6

8.7 Tailgate maintenance safety props shall be provided. ✓7

8.8 Tailgate bubble is Hardox 450, 174,000 psi, tailgate sides are 10 gauge 80,000 psi. ✗8 9

Section 9 EJECTION-DUMPING SYSTEM: ✓10

9.1 Dumping is to be accomplished by raising the body.

9.2 11 [redacted] ✗12

9.3 13 [redacted] ✗14

9.4 All dumping controls will be a basic control panel system that is cab mounted. Control panel must be interlocked with a manual override to prevent accidental refuse discharge. ✓15

9.5 All ejection/dumping controls shall be operated from inside the cab. ✓16

Section 10 HYDRAULIC SYSTEM:

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Number: 8 Author: Administrator Subject: Rejected Date: 5/6/2014 11:38:59 AM
10 gauge 50k Yield steel

[redacted]

[redacted]

Number: 11 Author: Administrator Subject: Highlight Date: 5/5/2014 10:24:19 AM
Bridgeport utilizes two (2) 5.5" x 72" 3 stage telescoping cylinders mounted on the outside of the chassis frame.

[redacted]

Number: 13 Author: Administrator Subject: Highlight Date: 5/5/2014 10:27:22 AM
Bridgeports dump angle is only 34 degrees due to tapered body configuration.

[redacted]

[redacted]

[redacted]

10.1 [redacted] ✗ 2

10.2 [redacted] ✗ 3

10.3 [redacted] ✗ 6

10.4 A 10 micron absolute filter is installed in the return line. ✓ 7

10.5 Hydraulic tank is to be frame mounted and equipped with a 10 micron breather element and eye level sight gauge. Tank location will be determined by body configuration. ✓ 8

10.6 [redacted] ✗ 9

10.7 Hydraulic system must contain cylinders capable of performing the Operational requirements set forth in these specifications. ✓ 11

10.8 Hydraulic hoses are to be SAE approved construction with hose burst pressure 4 times working pressure and have protective coverings. ✓ 12

10.9 Hydraulic control assemblies must be located so that at no time or load Condition it becomes necessary to remove the load to service these components. ✓ 13

10.10 All cylinders must have the latest design sealing materials. ✓ 14

10.11 Unit must have protective cover on pack manifold. ✓ 15

Section 11 CONTROLS:

11.1 All compactor operating controls are to be located in the truck cab and mounted for operator convenience and comfort. ✓ 16

11.2 Warning signals shall be incorporated into all circuits monitoring abnormal compactor operations. ✗ 17

Section 12 LIGHTING AND WIRING:

Number: 1 Author: Administrator Subject: Highlight Date: 5/5/2014 10:28:40 AM
Hydraulic specs can be copy and pasted from Muni spec

[redacted]

Number: 10 Author: Administrator Subject: Highlight Date: 5/5/2014 10:33:04 AM
50 gallons

[redacted]

12.1 All lights and reflectors shall be in accordance with Federal and State I.C.C. Motor Vehicle Safety Standards. ✓1

12.2 Provisions will be made for maximum visibility and may include 2 red stop-tail lights, 2 red turn-tail lights, and an I.D. cluster. All lights must be L.E.D. ✓2

12.3 A lighted license plate bracket will be provided. ✓3

$ 5 ✓6 12.4 Unit must include arm, hopper, and side mounted work lights. ✓4

12.5 Unit must include 2 tailgate work lights and 4-inch amber strobe lights plus alternating flashing lights. ✓7

Section 13 PAINTING:

13.1 All components will be properly cleaned prior to priming. ✓8

13.2 All burrs and rough spots are to be removed. ✓9

13.3 Two (2) coats of rust inhibiting primer are to be applied prior to the finish coat. ✓10

13.4 Final coat to be high gloss white. ✓11

Section 14 CAMERAS:

$ 12 14.1 Two (2) Color Cameras will be provided: 1st placed in the rear for use as a backup camera. 2nd placed to monitor hopper area. ✓13

14.2 Color Camera monitor shall be mounted in the cab and be fully adjustable flat screen type with split screen option so all camera views can be displayed at one (1) time and automatically switch to full screen backup camera when unit is shifted to reverse. ✓14

14.3 The Cameras' shall be Safety Vision ✓15

$ 17 14.4 Protective cases shall be provided for the cameras. ✓16

14.5 All Cameras' shall have shields to minimize sun glare. ✓18

Section 15 WARRANY & OTHER:

15.1 Two complete sets of operators, parts, and service manuals will be **supplied for truck chassis and refuse body. Mechanic training and operator training for a minimum of two days. Also bidder is responsible for any new employee operator or mechanic training in the future (up to three years) at no charge to the City**

15.2 Body to have Three Year Warranty on Body, Cylinders, Hydraulics, and Arm ✔ 1

$ 2

15.3 3 n Site Warranty at City Garage

$ 4

14.3 5 Quarterly Maintenance Inspection at City garage for Three Years

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc. ✔ 6

14.5 Bidder must have a certified service/parts facility with minimum of three certified mechanics within 100 miles of City garage. Facility must not be a subcontracted facility. Must be operated by bidder. ✔ 7

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc. ✔ 8

Conventional Chassis Specifications

	YES	NO
CHASSIS SHALL HAVE DUAL SITDOWN DRIVE WITH ALL GAUGES.	✓	
GVWR SHALL BE 46,000 LBS.	✓	
CUMMINS ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM.	✓	
(2) 2250 CCA BATTERIES	✓	
SIX (6) GALLON DEF TANK	✓	
1200 SQ INCH RADIATOR	✓	
1350 FLANGE ADAPTER FOR FRONT MOUNT PUMP WITH 24" FRONT FRAME EXTENSION	✓	
CHASSIS SHALL 160 AMP ALTERNATOR WITH REMOTE BATTERY VOLT SENSE.	✓	
TRANSMISSION SHALL BE AN ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION.	✓ (Yes)	
SYNTHETIC TRANSMISSION FLUID	✓	

[redacted]

[redacted]

Number: 3 Author: Administrator Subject: Highlight Date: 5/5/2014 10:56:55 AM
TES

[redacted]

Number: 5 Author: Administrator Subject: Highlight Date: 5/5/2014 10:57:01 AM
TES

[redacted]

[redacted]

[redacted]

CHASSIS SHALL INCLUDE DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE.

FRONT BRAKES SHALL BE MERITOR 16.5X6 Q+ CAST SPIDER CAM, DOUBLE ANCHOR, FABRICATED SHOES.

16,000LB TAPERLEAF FRONT SUSPENSION.

30,000LB U-SERIES SINGLE REAR AXLE.

6.14 REAR AXLE RATIO

REAR BRAKES SHALL BE MERITOR 16.5X7 P CAM, DOUBLE ANCHOR, CAST SHOES.

30,000LB FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD.

AUTOMATIC REAR SLACK ADJUSTERS

AIR DRYER WITH HEATER

CAB TO AXLE – MEET BODY REQUIREMENTS

7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI

1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT.

80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK – LH

315/80R24.5 20 PLY RADIAL FRONT TIRES

11R24.5 16 PLY RADIAL REAR TIRES

315's TO MATCH FRONT

IN COMPATIBLE

WHEELS 22.5X9 10-HUB PILOT 5.25 INSET 5-HAND HD STEEL DISC FRONT WHEELS.

WHEELS 22.5X9 10-HUB PILOT 5-HAND HD STEEL DISC REAR WHEELS.

108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB.

AIR CAB MOUNTS

14" AIR HORN

CHASSIS SHALL HAVE (5) AMBER MARKER LIGHTS.

LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS.

RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS.

DUAL WEST COAST MIRRORS HEATED MIRRORS

HEATER, DEFROSTER AND AIR CONDITIONER ✓ —

CHASSIS SHALL INCLUDE 2-1/2 LB. FIRE EXTINGUISHER. ✓ yes —

DUAL AIR RIDE SEATS ✓ — —

EXHAUST BRAKE ✓ —

CHASSIS WILL HAVE A FOUR (4) YEAR WARRANTY ON CAB/CHASSIS, ENGINE, TRANSMISSION yes.

1. LEASE INCLUDE DOCUMENTATION ON ALL CHASSIS AND BODY WARRANTIES ✓

2. **LEASE INCLUDE PREVENTATIVE MAINTENANCE REPORT THAT WILL BE USED QUARTERLY FOR ALL THREE YEARS.** ✓

3. [redacted] No Buy Back or Purchase of existing trucks offered.

Delivery in days: 120-140 days.

Total Price Each

$ 201,817 2015 Freightliner 108SD 2014 Brickeport Ranger

State location of nearest service facility for body and distance

Location MOBILE Mileage from City 98

State location of nearest service facility for chassis and distance

Location Biloxi Mileage from City 68

TRUCK EQUIPMENT SALES
4700 Rangeline Road
Mobile, AL. 36619.

SPECIFICATION Filled out by
KEITH BROWN
Keith Brown 5/7/14

Page: 13

[redacted]

[redacted]

Number: 3 Author: Administrator Subject: Highlight Date: 5/5/2014 10:44:09 AM
Have not found anyone interested in the trade-ins or the buy back program.

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

May 7, 2014

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 **TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODIES:**

(1) 2015 International 7500 SBA 4X2 Cab & Chassis, per your specifications, with exceptions (See Attached)

(2) HEIL Liberty Continuous Pack Automated Side Loader, per your specifications, with exceptions (See Attached)

Total Unit Price, EA.: $224,229.04

Delivery to the City of Hattiesburg, MS within 120-130 days after receipt of purchase order.

Please feel free to call upon me should you have any questions regarding this bid.

Thank you,

Dennis Polk
Branch Manager

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

May 6, 2014

CHASSIS EXCEPTIONS TO BID FOR:

TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODIES

BID DATE: MAY 8, 2014

There are several problems with these specifications due to the proprietary components being requested. The use of these proprietary terms does not allow for fair competition from all vendors.

(1) Engine. Cummins ISL is a proprietary (brand) name which is not available to all truck chassis manufacturers. Since the Cummins ISL engine is not available to International Trucks, Waters International is bidding the Navistar N10 Engine which DOES meet the horsepower requirement of the bid and EXCEEDS the torque requirement.

(2) The bid specifications call for a Detroit DA-F-16.0-5 FL1 71.0 Front axle. Again this is a proprietary axle and is not available on International trucks. We are bidding a Dana Spicer 16,000 lb. front axle.

(3) Specifications call for a 30,000LB U-Series single rear axle. Again, this is a proprietary axle brand that is not available to all truck manufacturers. Waters International is bidding a Dana Spicer 30,0000LB rear axle with 31,000LB suspension.

(4) The specifications call for an "inner" frame reinforcement. International does not offer an inner reinforcement; therefore we are bidding an outer reinforcement for the frame.

(5) The specifications call for 24.5" tires on both the front and rear axles. However, the specifications call for 22.5" wheels. You cannot put 24.5" tires on 22.5" wheels. Since the most common tire and wheel size for this application is 22.5" we are bidding 22.5" wheels and tires.

(6) It is also recommended that for this size refuse loader that a tandem axle chassis be used to eliminate excessive brake wear.

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 8, 2014, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following, to-wit:

TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODIES

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 "BID" 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 8th day of April, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODIES FOR THE HATTIESBURG PUBLIC WORKS DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

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, May 8, 2014, 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
TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODIES FOR THE HATTIESBURG PUBLIC WORKS DEPARTMENT
SUBMITTED BY 10:00 A.M. MAY 8, 2014

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 8th day of April A. D., 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

One or More
Automated Side Loader Refuse Collection Truck Body

SUGGESTED BID SPECIFICATIONS
Bidder Shall Complete the Following
If No, State Specifically the Item being Offered

	Meets Specifications: YES	NO
Section 1 APPLICATION		
1.1 It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body.	Yes	
1.2 The capacity shall be 24 cubic yards, exclusive of the hopper.	Yes	
1.3 Features standard to this unit will be furnished by the successful bidder. Body shall conform in strength, quality of material, and workmanship to that provided by the best engineering and manufacturing practices of the industry.	Yes	
1.4 All equipment shall be new model design, assembled and ready for operation at the time of delivery.	Yes	
1.5 Bidders shall attach a statement that the unit meets or exceeds these specifications and/or list any exceptions fully and accurately.	Yes	
Section 2 GENERAL		
2.1 Refuse body will have a capacity of 24 cubic yards, exclusive of the hopper.	Yes	
2.2 Packer body capable of packing 900 pounds per cubic yard of dry household trash.	Limited to 700 lbs. 900lbs would exceed chassis GVW of 46K	
2.3 Hopper shall have a minimum capacity of 6 cubic yards.	see attached pg. 1	
2.4 Packer must meet all applicable standards.	Yes	
Section 3 BODY CONSTRUCTION (The following specifications are minimums.)		
3.1 The body shall be all welded construction.	Yes	
3.2 Body wall thickness is 10 gauge Hardox 450, 174,000 psi strength.	see attached p.1	

3.3 Body roof thickness is 10 gauge, 80,000 psi. See attached pg. 1

3.4 Body floor is 7 gauge AR 235, 70,000 psi. See attached pg 1

3.5 Sides, front and rear to be reinforced for strength requirements. yes

3.6 Reinforcement design and characteristics dependent upon construction methods used, but they must be certified to meet the specified compacting requirements without body distortion. yes

3.7 Unit shall have a shovel holder. yes

3.8 Unit shall have a clean out tool. Unit shall have dual cleanout doors with a dimension of 12" x 16" each. yes

Section 4 BODY DIMENSIONS

4.1 Body height above truck frame is not to exceed 108". yes

4.2 Outside width of the body is not to exceed 96". yes

Section 5 HOPPER

5.1 The hopper shall have a minimum capacity of 6 cubic yards. see attached p.2

5.2 The hopper floor shall be a minimum of 1/4" AR 400 abrasion resistant steel. see attached pg 2

5.3 The hopper sides are to be a minimum of 1/4" AR 400 abrasion resistant steel. see attached pg 2

5.4 A hydraulic crusher panel will be furnished to prevent refuse loss during transport. yes

5.5 A ladder or foot supports with grab handles shall be designed to meet OSHA standards and provide easy access to the hopper area. yes

5.6 The hopper shall have a minimum displacement rate of 5.4 cubic yards per minute. yes

Section 6 PACKING MECHANISM

6.1 The packing panel is to be 3/8" 50,000 psi steel. yes

6.2 The packing mechanism is to retain compacted material in the body. Yes ____

6.3 Length of the packing cycle is to be determined by proximity switches. When the Auto Pack feature sees maximum pressure 3 consecutive times it shuts off indicating that the packer is full. See attached pg 2

6.4 Packing features are dependent upon each manufactures design, but must be capable of accomplishing the requirements set forth in these specifications. It must also fulfill the operational claims made by the manufacturer. Yes ____

6.5 Packing shall complete a pack cycle in a maximum of 20 seconds at idle speed. Yes ____

6.6 Packing cylinder sleeves are chrome plated single stage cylinders. Cylinder dimensions are cylinder bore diameter is 4 1/2", cylinder rod diameter is 3", and stroke length is 43". See attached pg. 2

Section 7 LIFTING AND GRIPPING MECHANISM

7.1 The lifting mechanism shall be capable of gripping, lifting, raising, and dumping containers from 36 to 110 gallons with the use of a joy stick. The joy stick shall be conveniently located to the left of the operator. An ergonomically designed padded armrest shall be provided to support the operator's arm during operation. Yes ____

7.2 The arm will consist of three main horizontal mast sections, one vertical lift section with 2 arms. See attached p. 3 "Lifting Mechanism"

7.3 The inner mast section will be constructed of 2 C channels with a web thickness of .5512", height of 8.189" and a leg width of 2.409". Both channels shall be 78.25" long. See attached p. 3

7.4 The middle C channels shall be of the same material only 84"long. See attached p. 3

7.5 The main outer mast assembly shall be constructed of 2 C shaped channels with a web thickness of .6378", height of 8.890" and a leg width of 2.5937" These channels shall be 83.75" long in length. See attached p. 3

7.6 There will be 6 combination bearings that the mast assembly rides on. The bearing surfaces must be of a 62 Rockwell hardness on the C scale. See attached p. 3

7.7 The main vertical mast shall be made from 6" x 8" 3/16 thick tube. See attached p. 3

7.8 There will be 2 lift arms 1" thick, 3.475" wide, and approximately 26" long made from T-1 steel. See attached p. 3

7.9 The lifting mechanism must be mounted to the chassis. Lifting mechanism's mounted to the body will not be acceptable. yes

7.10 The mechanism shall be spring steel and have the capability of gripping containers within the range previously mentioned without having to change grip arm configurations. yes

7.11 Gripping force is to be adjustable to provide container retention and also for limiting the radial force applied to prevent container damage. yes

7.12 Lifting mechanism shall be capable of a complete cycle, which includes grip, lift, dump, undump, lower, and ungrip in a maximum of 8 seconds. yes

7.13 The mechanism shall be capable of lifting, raising, dumping, and returning containers from any position within its reach. yes

7.14 The mechanism shall incorporate serviceable bearings at the grip, pivot, and extension-retraction points to ensure smooth operation and long service life. yes

7.15 The "reach" of the mechanism shall extend a minimum of 144" from its fully retracted to pivot, and extension-retraction points to ensure smooth operation and long service life. See attached p. 3

7.16 The mechanism will be capable of lifting 1,000 lbs. at 12 feet to which the arm is extended. **"Note" The "Bidder" shall provide "Certification" of this capability with their bid.** See attached p. 3

7.17 The container shall be tilted a minimum of 45 degrees past horizontal to provide for full dumping. See attached p. 3

7.18 Arm shall use chains to lift container. See attached p. 3

7.19 Arm shall also have rocker switches mounted under the RH seat to operate arm from standing outside of chassis. yes

7.20 Arm cycle counter to be included yes

Section 8 TAILGATE

8.1 The tailgate is to be hinged at or above the roofline using high strength steel hinges it is to be raised for load dumping by 2 double acting

cylinders mounted on the outside of the tailgate. These cylinders shall be of a design that will prevent rapid lowering of the tailgate in case of a hydraulic component failure. yes ____

8.2 The tailgate cylinders shall have chrome plated rams. Cylinder dimensions will be 3" bore diameter, 2" ram, and a 30" stroke. See attached p. 3

8.3 The tailgate is to be released and locked with no moving parts other than the two (2) primary lift cylinders and associated locking mechanisms. yes ____

8.4 A gasket is to be affixed to the tailgate to provide a watertight seal between the body and tailgate. yes ____

8.5 The tailgate must be equipped with a tailgate ajar switch with audible and visible warning devices fixed in the cab which comply with ANSI standards and warns when the tailgate is partially to completely open. yes ____

8.6 Body hinge structures must be of proper design, materials, and construction to support the tailgate. yes ____

8.7 Tailgate maintenance safety props shall be provided. yes ____

8.8 Tailgate bubble is Hardox 450, 174,000 psi, tailgate sides are 10 gauge 80,000 psi. See attached p. 2

Section 9 EJECTION-DUMPING SYSTEM:

9.1 Dumping is to be accomplished by raising the body. yes ____

9.2 Dumping shall be done by means of a single telescoping, center mounted, hydraulic cylinder capable of lifting the box when compacted to maximum capacity. Hoist cylinder is a Nitrate treated, 4 stage cylinder, with a 180" stroke. Bore diameter of the cylinder from largest to smallest is 6 ½", 5 ½", 4 ½", 3 ½". See attached p. 4

9.3 The body dump angle shall be such that all refuse in the box will be removed without sticking or bridging. Body dump angle is 45 degrees. yes dump angle 30°

9.4 All dumping controls will be a basic control panel system that is cab mounted. Control panel must be interlocked with a manual override to prevent accidental refuse discharge. yes ____

9.5 All ejection/dumping controls shall be operated from inside the cab. yes

Section 10 HYDRAULIC SYSTEM:

10.1 The hydraulic system is composed of 2 vane pumps, one for body functions, and one for arm functions. Pumps have a common suction. Hydraulic pump model is Denison T6DC. D cartridge is for body function, C cartridge is for arm function. The hydraulic pressure body line shall be made up of a Denison Eco System with a 12 volt DC in line mounted solenoid which diverts the flow back to the inlet when the pump is not engaged and a flow control block which diverts excess flow back to the inlet. Body functions pump maximum flow is 30 gpm @ 700 rpm. Arm functions pump maximum flow is 22 gpm @ 700 rpm. Hydraulic system pressure relief for the body is 2500 psi and for the arm it is 2000 psi. — See attached p.4

10.2 Pump capacity shall not be less than 52 gpm @700 rpm. — See attached p.4

10.3 Factory installed relief valves shall be incorporated into the system and set at 2500 psi for body functions and 2000 psi for Arm functions. — See attached p.4

10.4 A 10 micron absolute filter is installed in the return line. — yes

10.5 Hydraulic tank is to be frame mounted and equipped with a 10 micron breather element and eye level sight gauge. Tank location will be determined by body configuration. — See attached p. 4

10.6 Hydraulic reservoir tank capacity must be at least 78 gallons. — See attached p.4

10.7 Hydraulic system must contain cylinders capable of performing the Operational requirements set forth in these specifications. — yes

10.8 Hydraulic hoses are to be SAE approved construction with hose burst pressure 4 times working pressure and have protective coverings. — yes

10.9 Hydraulic control assemblies must be located so that at no time or load Condition it becomes necessary to remove the load to service these components. — yes

10.10 All cylinders must have the latest design sealing materials. — yes

10.11 Unit must have protective cover on pack manifold. — NO - NOT Required

Section 11 CONTROLS:

11.1 All compactor operating controls are to be located in the truck cab and mounted for operator convenience and comfort. — yes

11.2 Warning signals shall be incorporated into all circuits monitoring abnormal compactor operations. — yes

Section 12 LIGHTING AND WIRING:

12.1 All lights and reflectors shall be in accordance with Federal and State I.C.C. Motor Vehicle Safety Standards. Yes ____

12.2 Provisions will be made for maximum visibility and may include 2 red stop-tail lights, 2 red turn-tail lights, and an I.D. cluster. All lights must be L.E.D. Yes ____

12.3 A lighted license plate bracket will be provided. Yes ____

12.4 Unit must include arm, hopper, and side mounted work lights. Yes ____

12.5 Unit must include 2 tailgate work lights and 4-inch amber strobe lights plus alternating flashing lights. Yes ____

Section 13 PAINTING:

13.1 All components will be properly cleaned prior to priming. Yes ____

13.2 All burrs and rough spots are to be removed. Yes ____

13.3 Two (2) coats of rust inhibiting primer are to be applied prior to the finish coat. Yes ____

13.4 Final coat to be high gloss white. Yes ____

Section 14 CAMERAS:

14.1 Two (2) Color Cameras will be provided: 1st placed in the rear for use as a backup camera. 2nd placed to monitor hopper area. Yes ____

14.2 Color Camera monitor shall be mounted in the cab and be fully adjustable flat screen type with split screen option so all camera views can be displayed at one (1) time and automatically switch to full screen backup camera when unit is shifted to reverse. Yes ____

14.3 The Cameras' shall be Safety Vision Yes ____

14.4 Protective cases shall be provided for the cameras. Yes ____

14.5 All Cameras' shall have shields to minimize sun glare. Yes ____

Section 15 WARRANY & OTHER:

15.1 Two complete sets of operators, parts, and service manuals will be **supplied for truck chassis and refuse body. Mechanic training and operator training for a minimum of two days. Also bidder is responsible for any new employee operator or mechanic training in the future (up to three years) at no charge to the City** YES

15.2 Body to have Three Year Warranty on Body, Cylinders, Hydraulics, and Arm YES

15.3 On Site Warranty at City Garage YES

14.3 Quarterly Maintenance Inspection at City garage for Three Years YES

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc. YES

14.5 Bidder must have a certified service/parts facility with minimum of three certified mechanics within 100 miles of City garage. Facility must not be a subcontracted facility. Must be operated by bidder. Theodore, AL 98 miles

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc. YES

Conventional Chassis Specifications

	YES	NO	
CHASSIS SHALL HAVE DUAL SITDOWN DRIVE WITH ALL GAUGES.	Yes		
GVWR SHALL BE 46,000 LBS.	Yes		
CUMMINS ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM.		NO	-See Attached Exceptions.
(2) 2250 CCA BATTERIES (2775 CCA)	Yes		
SIX (6) GALLON DEF TANK	Yes		-9 Gallon
1200 SQ INCH RADIATOR	Yes		
1350 FLANGE ADAPTER FOR FRONT MOUNT PUMP WITH 24" FRONT FRAME EXTENSION	Yes		
CHASSIS SHALL 160 AMP ALTERNATOR WITH REMOTE BATTERY VOLT SENSE.	Yes		
TRANSMISSION SHALL BE AN ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION.	yes		
SYNTHETIC TRANSMISSION FLUID	yes		

CHASSIS SHALL INCLUDE DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE.	Yes - See Attached Exception	
FRONT BRAKES SHALL BE MERITOR 16.5X6 Q+ CAST SPIDER CAM, DOUBLE ANCHOR, FABRICATED SHOES.	yes	—
16,000LB TAPERLEAF FRONT SUSPENSION.	yes	—
30,000LB U-SERIES SINGLE REAR AXLE.	Yes	—
6.14 REAR AXLE RATIO	Yes	—
REAR BRAKES SHALL BE MERITOR 16.5X7 P CAM, DOUBLE ANCHOR, CAST SHOES.	yes	—
30,000LB FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD.	yes	—
AUTOMATIC REAR SLACK ADJUSTERS	yes	—
AIR DRYER WITH HEATER	yes	—
CAB TO AXLE – MEET BODY REQUIREMENTS	yes	— —
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	yes	—
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT.	—	NO - Outer Frame
80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK – LH	yes	—
315/80R24.5 20 PLY RADIAL FRONT TIRES	Calls for 24.5" Tires on 22.5" wheels???	NO - See exceptions
11R24.5 16 PLY RADIAL REAR TIRES	—	—
WHEELS 22.5X9 10-HUB PILOT 5.25 INSET 5-HAND HD STEEL DISC FRONT WHEELS.	yes	—
WHEELS 22.5X9 10-HUB PILOT 5-HAND HD STEEL DISC REAR WHEELS.	yes	—
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB.	yes	—
AIR CAB MOUNTS	yes	—
14" AIR HORN	yes	—
CHASSIS SHALL HAVE (5) AMBER MARKER LIGHTS.	yes	—
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS.	yes	—
RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS.	yes	—
DUAL WEST COAST MIRRORS HEATED MIRRORS	yes	—

HEATER, DEFROSTER AND AIR CONDITIONER yes ___

CHASSIS SHALL INCLUDE 2-1/2 LB. FIRE EXTINGUISHER. yes ___

DUAL AIR RIDE SEATS yes ___ ___

EXHAUST BRAKE yes ___

CHASSIS WILL HAVE A FOUR (4) YEAR WARRANTY ON CAB/CHASSIS, ENGINE, TRANSMISSION

PLEASE INCLUDE DOCUMENTATION ON ALL CHASSIS AND BODY WARRANTIES

PLEASE INCLUDE PREVENTATIVE MAINTENANCE REPORT THAT WILL BE USED QUARTERLY FOR ALL THREE YEARS.

PLEASE INCLUDE BUYBACK PRICE ON NEW TRUCKS AS WELL AS TRUCKS ALREADY OWNED BY THE CITY.

Delivery in days: Approx. 120 Days ARO

Total Price Each

$ 224,229.04

State location of nearest service facility for body and distance

Location Theodore, AL Mileage from City 98 miles

State location of nearest service facility for chassis and distance

Location Hattiesburg Mileage from City In City



7500 SBA 4x2

Sales Proposal For:

City Of Hattiesburg

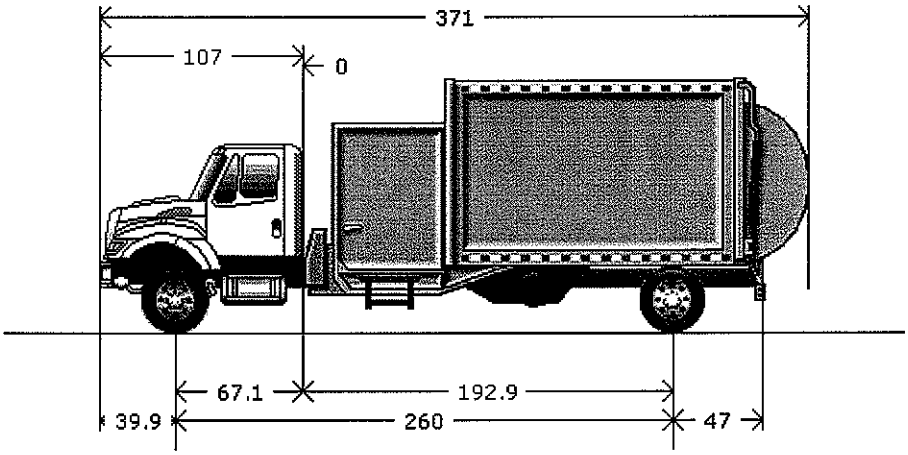
Presented By:

WATERS INTERNATIONAL TRC

Prepared For:
City Of Hattiesburg
Larry Barnes
P.O. Box 1898
Hattiesburg, MS 39403-
(601)545 - 4552

Presented By:
WATERS INTERNATIONAL TRC
Dennis Polk
80 S & K Drive
P.O. Box 831
HATTIESBURG MS 39403 - 0831
(601)544-7401

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2015 7500 SBA 4X2 (SA637)

APPLICATION:	Side-Loader, automatic
MISSION:	Requested GVWR: 46000. Calc. GVWR: 46000 Calc. Start / Grade Ability: 0% / 0% @ 0 MPH Calc. Geared Speed: N/A
DIMENSION:	Wheelbase: 260.00, CA: 192.90, Axle to Frame: 47.00
ENGINE, DIESEL:	{Navistar N10} EPA 10, SCR, 350 HP @ 2000 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 5-Speed, With Overdrive; Refuse/ Mixer; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 62,000-lb GVW
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Dana Spicer I-160W} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S30-190} Single Reduction, 30,000-lb Capacity, W Wheel Ends Gear Ratio: 6.14
CAB:	Conventional
TIRE, FRONT:	(2) 315/80R22.5 G287 MSA (GOODYEAR) 485 rev/mile, load range L, 20 ply
TIRE, REAR:	(4) 315/80R22.5 G287 MSA (GOODYEAR) 485 rev/mile, load range L, 20 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 31,000-lb Capacity, Includes 4500-lb Capacity Multileaf Auxiliary
FRAME REINFORCEMENT:	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
PAINT:	Cab schematic 100GN Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description	F/R Wt (lbs)	Tot Wt (lbs)
Base Chassis, Model 7500 SBA 4X2 with 260.00 Wheelbase, 192.90 CA, and 47.00 Axle to Frame.	7237/3725	10962
TOW HOOK, FRONT (2) Frame Mounted	8/0	8
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	207/240	447
FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL	522/556	1078
BUMPER, FRONT Steel, Swept Back	0/0	0
Includes : BUMPER, FRONT Powder Coated Gray (Argent) Color		
FRAME EXTENSION, FRONT Integral; 27" In Front of Grille	100/-10	90
CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump	43/2	45
WHEELBASE RANGE 258" (650cm) Through and Including 311" (790cm)	0/0	0
AXLE, FRONT NON-DRIVING {Dana Spicer I-160W} Wide Track, I-Beam Type, 16,000-lb Capacity	120/0	120
Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 16,000-lb Capacity; With Shock Absorbers	87/0	87
Includes : SPRING PINS Rubber Bushings, Maintenance-Free		
Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4		
Notes : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.		
BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers	0/0	0
Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank	0/0	0
Includes		

Description	F/R Wt (lbs)	Tot Wt (lbs)
: DRAIN VALVE Mounted in Wet Tank		
BRAKE SHOES, REAR Cast	0/50	50
Notes : Provides Rear Axle GAWR Up to 26,000-Lb. : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	0/0	0
AIR DRYER {Meritor Wabco System Saver 1200} with Heater	14/4	18
Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab		
BRAKE CHAMBERS, FRONT AXLE {Haldex} 24 SqIn	0/0	0
BRAKE CHAMBERS, REAR AXLE {Haldex GC3636} 36/36 Spring Brake	0/0	0
Includes : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.		
SLACK ADJUSTERS, FRONT {Haldex} Automatic	6/0	6
SLACK ADJUSTERS, REAR {Haldex} Automatic	0/0	0
BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 36/36 Sq.In. Long Stroke Brake Chambers and Spring Actuated Parking Brakes	0/0	0
Notes : Provides Rear Axle GAWR Up to 31,000-Lb. : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity	0/0	0
STEERING COLUMN Tilting	10/0	10
STEERING WHEEL 2-Spoke, 18" Diam., Black	0/0	0
STEERING GEAR (2) {Sheppard M-100/M-80} Dual Power	122/-3	119
EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	169/21	190
ENGINE EXHAUST BRAKE for Navistar N9/10 I6 Engines; Electronically Activated	0/0	0
TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust	0/0	0
SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	2/0	2
ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
Includes : BATTERY BOX Steel with Plastic Lid : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels		

Description	F/R Wt (lbs)	Tot Wt (lbs)
: HORN, ELECTRIC Single : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : RUNNING LIGHT (2) Daytime, Included With Headlights : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense	0/0	0
BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
BATTERY SYSTEM {International} Maintenance-Free (3) 12-Volt 2775CCA Total	47/14	61
RADIO {Panasonic CQ120} AM/FM, Includes Multiple Speakers, Includes Auxiliary Input	2/0	2
Includes : SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior : SPEAKERS IN CAB (4) Coaxial with Premium Interior		
BACK-UP ALARM Electric, 102 dBA	0/3	3
STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated	0/0	0
BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab	49/31	80
HORN, AIR Black, Single Trumpet, Air Solenoid Operated	0/0	0
WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0
SWITCH, BODY CIRCUITS, MID ; for Bodybuilder, With 6 Switches in Instrument Panel; One Power Module With 6 Channel, 20 Amp Max. Per Channel and 80 Amp Max Output, Switches Control the Power Module Through Multiplex Wiring, Mounted Battery Box Back of Cab	4/0	4
STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	0/0	0
INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0
ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened	0/0	0
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0

Description	F/R Wt (lbs)	Tot Wt (lbs)
BATTERY DISCONNECT SWITCH {Joseph Pollak 51-316} Positive Type, Locking, Key Operated, Cab Mounted, Disconnects Charging Circuits	0/0	0
FENDER EXTENSIONS Rubber	6/0	6
INSULATION, UNDER HOOD for Sound Abatement	10/0	10
GRILLE Stationary, Chrome	0/0	0
INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
Includes : PAINT SCHEMATIC ID LETTERS "GN"		
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations	0/0	0
CLUTCH Omit Item (Clutch & Control)	-86/-21	-107
PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10
ENGINE, DIESEL {Navistar N10} EPA 10, SCR, 350 HP @ 2000 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)	20/0	20
Includes : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce and Navistar Engines : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted : GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type : WET TYPE CYLINDER SLEEVES		
FAN DRIVE {Horton Drivemaster Polar Extreme} Direct Drive Type, Two Speed, With Residual Torque Device for Disengaged Fan Speed	0/0	0
Includes : FAN Nylon		
RADIATOR Aluminum, Cross Flow, Series System; 1228 SqIn Core and 648 SqIn Charge Air Cooler and With Transmission Oil Cooler	0/0	0
FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2014; N9 & N10 Engines	0/0	0
AIR CLEANER Single Element	0/0	0
Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted		
THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0

Description	F/R Wt (lbs)	Tot Wt (lbs)
ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Module and Connector for Body Builder Installation of Remote Engine Speed Control, With SAE J1939 Communication	4/1	5
EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	0/0	0
AUTOMATIC NEUTRAL Allison WT, 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged	0/0	0
TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 5-Speed, With Overdrive; Refuse/Mixer; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 62,000-lb GVW	-37/-5	-42
TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	0/0	0
TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); Side Loaders	0/0	0
SHIFT CONTROL PARAMETERS Allison Load Based Shift Schedules (LBSS)	0/0	0
AXLE, REAR, SINGLE {Dana Spicer S30-190} Single Reduction, 30,000-lb Capacity, W Wheel Ends . Gear Ratio: 6.14	0/163	163
Includes : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle		
Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance		
SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 31,000-lb Capacity, Includes 4500-lb Capacity Multileaf Auxiliary	0/53	53
Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
DEF TANK 9.5 U.S. Gal. 36.0L Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
FUEL/WATER SEPARATOR with Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor	5/0	5
FUEL TANK Top Draw; Non-Polished Aluminum, 26" Diam., 80 U.S. Gal., 302 L Capacity Mounted Left Side, Under Cab	36/14	50
CAB Conventional	0/0	0
Includes : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door		
GAUGE CLUSTER English With English Electronic Speedometer	0/0	0
Includes		

Description	F/R Wt (lbs)	Tot Wt (lbs)
: GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)		
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
GAUGE, DEF FLUID LEVEL	0/0	0
SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	0/0	0
Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type		
SEAT, PASSENGER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust	64/16	80
Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type		
MIRRORS (2) {Lang Mekra} Styled; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatic Controlled, Clearance Lights LED, Bright Heads and Brackets	8/0	8
MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} Right Side; 7.44" Sq., Bright	6/0	6
AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	50/4	54
Includes : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A		
INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
HVAC FRESH AIR FILTER	0/0	0
CAB INTERIOR TRIM Deluxe	0/0	0
Includes : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console		
CAB REAR SUSPENSION Air Bag Type	0/0	0
WHEELS, FRONT DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims; With Steel Hubs.	69/0	69
Includes : PAINT IDENTITY, FRONT WHEELS White		
Notes		

Description	F/R Wt (lbs)	Tot Wt (lbs)
: Compatible Tire Sizes: 12R22.5, 295/75R22.5, 295/80R22.5, 315/80R22.5		
WHEELS, REAR DUAL DISC: 22.5" Painted Steel, 5 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount 9.00 DC Rims with Steel Hubs	0/150	150
Includes : PAINT IDENTITY, REAR WHEELS White		
Notes : Compatible Tire Sizes: 12R22.5, 295/75R22.5, 295/80R22.5, 315/80R22.5		
(2) TIRE, FRONT 315/80R22.5 G287 MSA (GOODYEAR) 485 rev/mile, load range L, 20 ply	56/0	56
(4) TIRE, REAR 315/80R22.5 G287 MSA (GOODYEAR) 485 rev/mile, load range L, 20 ply	0/112	112
Services Section:		
SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 48-Month/ 200,000 Miles (320,000 km), Covers 100% Parts and Labor, Excludes Extending Warranty for Engine and Allison Transmission, for Rear Axle Rating of 52,000 lbs or Less	0/0	0
SRV CONTRACT, EXT ENGINE {Navistar} To 48-Month/150,000 Miles (240,000 km), 5400 Hours; Includes Engine Electronics and Injectors; for MaxxForce 10 and Navistar N10 Engines	0/0	0
SERVICES, TOWING {Navistar} Service Call to 48-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; $550 (USA) Maximum Benefit per Incident	0/0	0
Total Component Weight:	**8975/5120**	**14095**
HEIL LIBERTY Continuous Pack Automated Side Loader	0/0	0
Total Body Allied:	**0/0**	**0**

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(US DOLLAR)

Description	Price
Allison 5 Year Warranty	845.00
	Total Warranty : $845.00

(US DOLLAR)

Description	Price
HEIL LIBERTY Continuous Pack Automated Side Loader	$119,156.00
	Total Body Allied/Equipment: $119,156.00

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$129,972.00	
Service Items	$14,300.00	
Total Factory List Price Including Options:		$144,272.00
DUAL SIT DOWN DRIVE CONVERSION	$7,500.00	
Total Preparation And Delivery:		$7,500.00
Freight	$2,175.00	
Total Freight:		$2,175.00
Total Factory List Price Including Freight:		$153,947.00
Less Customer Allowance:		($49,731.96)
Total Vehicle Price:		$104,215.04
Total Body/Allied Equipment:		$119,156.00
Total Warranty:		$845.00
Total Sale Price:		$224,216.04
Total Per Vehicle Sales Price:		$224,216.04
Total Net Sales Excluding Taxes:		$224,216.04
MS Title Application.	$13.00	
Total License, Title:		$13.00
Net Sales Price:		$224,229.04

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

LIMITED WARRANTY FOR MODELS
5000 PAYSTAR®, 7500/7600, WORKSTAR®

***Effective with vehicles built January 02, 2014 or later**

BASIC VEHICLE

Navistar, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, based on the Component Coverages below. Exceptions are listed below:

BASIC VEHICLE COVERAGE	Months	Miles/Km (000)
Basic Vehicle Warranty **(Feature Code 40012)** (See exceptions listed below)	12	Unlimited
Towing (Vehicles with MaxxForce® 10 engine failures only)	24	250/400
Towing (Vehicles with N13 engine failures only)	24	Unlimited
Towing (First 90 days see below) (Vehicle Down Situations Only) (See exceptions listed below)		
Note: Items not listed in warranty exceptions follow base warranty.		
WARRANTY EXCEPTIONS		
CHASSIS COVERAGE	**Months**	**Miles/Km (000)**
Frame side rails	60	Unlimited
Frame side rails (7500 only)	84	Unlimited
Cab/cowl structure	60	Unlimited
Cab/cowl perforation corrosion	60	Unlimited
ENGINE COVERAGE	**Months**	**Miles/Km (000)**
Non-Rescue Applications		
MaxxForce® 10 Engine	24	250/400
N13 Engine	24	Unlimited
N13 Major Components	60	500/800
Major Components are cylinder block, main bearing bolts, cylinder head casting and capscrews, crankshaft, camshaft, cam follower, connecting rods/caps/bolts, intake manifold castings, and gear train gears.		
Rescue Application Only (Fire Truck, Ambulance, Emergency)		
MaxxForce® 10 Engine	60	100/160
N13 Engine	60	100/160
DRIVETRAIN COVERAGE	**Months**	**Miles/Km (000)**
Rear Axle Weight Ratings Greater than 52,000 lb		
Front Axle Assembly	12	Unlimited
Rear Axle and Differential	12	Unlimited
Transmission	12	Unlimited
Rear Axle Weight Ratings of 52,000 lb and Less		
Front Axle Assembly	36	300/480
Rear Axle and Differential	36	300/480
Transmission	36	300/480
MISCELLANEOUS COVERAGE	**Months**	**Miles/Km (000)**
Brightwork, Chassis Paint and Corrosion (other than Cab)	6	Unlimited
Hood/Cab Paint	12	Unlimited

FIRST 90 DAYS FROM DELIVERY TO USER (DTU)
Correction of loose fasteners, squeaks, rattles and unusual noises. Towing (unless specific coverage is stated above). Adjustments and Maintenance (such as aim headlights, adjust brakes/clutch, adjust steering system, check and fill coolant levels).

WHAT IS NOT INCLUDED UNDER BASIC COVERAGE

Components/Items

- Components warranted by their respective manufacturers (such as non-International® brand engines, tires, Allison Transmissions, lubricants, etc.)
- Bodies, equipment, and accessories installed by other than authorized International® Truck employees at International® Truck manufacturing plants
- Front and rear axle alignment

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

- Vehicles sold and/or operated outside the United States and Canada
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc

OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature _____ Date _____

Owner's Address _____ City _____ State/Prov _____ Postal Code _____

Truck Model _____ Vehicle Identification Number _____

Engine Number _____ Engine Serial Number _____

Date Delivered to User (DTU) _____ Odometer Reading at Delivery _____

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International® vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.

NAVISTAR

OPTIONAL SERVICE CONTRACTS

CTS-2016J

POLICY ISSUED BY: DEALER NAME			
CITY		DEALER ACCOUNT NUMBER	
STATE/PROVINCE		POSTAL ZONE	
YEAR	MODEL	VEHICLE APPLICATION	
VEHICLE IDENTIFICATION NUMBER (FULL 17 DIGITS)			
ENGINE SERIAL NUMBER			
DATE OF DELIVERY TO USER (DTU)		ODOMETER READING AT DELIVERY	
ABOVE INFORMATION MUST AGREE WITH DELIVERY TO USER (DTU) FORM AND DELIVERY INFORMATION ESTABLISHED BY RETAIL SALE			
CONTRACT HOLDER'S NAME			
STREET			
CITY			
STATE/PROVINCE		POSTAL ZONE	

COVERAGE	SERVICE CONTRACT NUMBER	CONTRACT TERMS TIME MONTHS	CONTRACT TERMS DISTANCE - MI/KM (000)
VEHICLE SERVICE COVERAGE INCLUDING TRANSMISSION		48	200,000

CUSTOMER: I HAVE REVIEWED THE OWNER / OPERATOR'S MANUAL FOR THIS VEHICLE AND READ THIS WARRANTY AGREEMENT AND:
(1) I UNDERSTAND THE OPERATION OF THIS VEHICLE, (2) I UNDERSTAND AND ACCEPT THE TERMS OF THIS WARRANTY AGREEMENT, AND (3) I ACKNOWLEDGE RECEIPT OF A COPY OF THIS WARRANTY AGREEMENT.

CUSTOMER SIGNATURE_____ DATE_____

DEALER: (1) YOU MUST REVIEW THE STANDARD WARRANTY AND THIS EXTENDED WARRANTY SERVICE POLICY ALONG WITH THE OWNER / OPERATOR'S MANUAL WITH THE CUSTOMER AT THE TIME OF SALE, (2) FOR U.S. AND CANADIAN SALES, SUBMIT A COPY OF THIS CONTRACT TO: SERVICECONTRACTS@NAVISTAR.COM
OR FAX TO : (630) 753-7061.

DEALER SIGNATURE_____ DATE_____

DEALER EMAIL_____ PHONE #_____

DEALER: SELECT/WRITE IN APPLICABLE SERVICE CONTRACT NUMBER(S) FROM PLH-284/PL-284 PRICE PAGES. WRITE IN SERVICE CONTRACT NUMBER(S), CONTRACT PARAMETERS, & MILEAGE/KM WHERE REQUIRED. ORIGINAL - CUSTOMER COPY
PHOTOCOPY COMPLETED ENROLLMENT FORM & MAIL OR FAX TO SERVICE CONTRACTS.
A 5% FEE OVER RETAIL PRICE WILL BE CHARGED FOR WARRANTIES PURCHASED BETWEEN 6-12 MONTHS PAST WARRANTY START DATE.

VEHICLE SERVICE COVERAGE WITH A 12 MONTH STANDARD WARRANTY MODELS: WORKSTAR® 7300/7400 (4X4,6X6) 7500/7600 (4X2/6X4), PAYSTAR®(6X4)

SERVICE CONTRACTS FOR VEHICLE COVERAGE:

The **Vehicle Service Coverage option(s)** provides coverage to your vehicle for time or distance traveled from new vehicle delivery date, whichever expiration occurs first.

During the period selected, Navistar, Inc., will repair or replace any part of this vehicle covered component(s) which proves defective in material and/or workmanship in normal use, with new or ReNEWed parts. Exceptions are listed herein under *What is Not Covered.*

*For Engine and Engine Electronic Component coverage, please refer to the correct CTS forms listed in the price pages.

Salesperson: Refer to the current PLH-284/PL-284/PLM-282 Price Lists for a complete listing of available contracts. Not applicable for rear axle weight ratings over 52,000 pounds.

FRAME:
Bumper System: bracket or mounting, bumper, bumper fascia, bumper frame, bumper stop cable, hinge, latch assembly.
Frames: crossmember, engine crossmember, frame side rail, reinforcements and gussets.
FRONT AXLE:
Non-Driving Front Axle: steering arm, fitting (zerk), front axle I-beam, king pin and bushings, steering knuckle, king pin seal.
Driving Front Axle: steering arm, fitting (zerk), internal gears, housing and gasket, king pin and bushings, king pin seal, pinion oil seal, axle shaft/bearing, spindle.
SUSPENSION:
Springs/Suspension: air bag assembly, rubber biscuit (shear or compression), center bolt, spring bracket assembly, shock absorber mounting bracket, control (air suspension only), rear suspension crossmember, equalizer/rocker arm and bushing, spring leaf assembly, pins and bushing shackles, lift spring, axle stop, sway bar assembly, torque arm and bushing assembly, trailing arm and bushing assembly, walking beam and bushing assembly.
Suspension Controls: suspension air control manifold assembly, ECM suspension
BRAKES:
Wheel Brake Components: automatic adjuster assembly, slack adjuster, backing plate/anchor/dust shield, brake chamber bracket, caliper, chamber, chamber diaphragm, wheel brake actuating linkage/cam/camshaft, brake spider, brake shoe return spring.

ABS Components: electronic control unit (ECU), cab harness, relay/magnetic switch, wheel sender, steering angle sensor, stability control sensor, modulator valve.
Air Brake System Components: accumulators, air brake air compressor*, master cylinder, air dryer end cover/unloader valve, air governor and mounting, cab harness, front end harness, PDM distribution harness, parking brake lever/pedal, brake actuating linkage/pedal/spring, pulley, relay/magnetic switch, solenoid valves, spring applied air release canister (SAAR), air or vacuum tank, foot control or pedal valve, front wheel limiting and mounting valve, hand control valve, other valve, quick release valve, relay valve, spring brake control valve, tractor protection valve.
Hyrdaulic Brake System Components: accumulators, hydraulic brake air compressor*, drive line brake assembly, parking brake cable/linkage, master cylinder, self actuating hydraulic release cylinder (SAHR), air dryer end cover/unloader valve, cab harness, front end harness, PDM distribution harness, hydraulic power brake unit (HPB), parking brake lever/pedal, brake actuating linkage/pedal/spring, monitor module, back-up motor, power assist unit, pulley, back-up pump (less motor), pumps, relay/magnetic switch, reservoir, solenoid valves, back-up motor switch, flow switch, fluid level switch, pressure differential switch, air or vacuum tank, foot control or pedal valve, hand control valve, spring brake control valve.
STEERING SYTSEM: pitman arm, steering gear bracket/mounting, steering column assembly and mounting, oil cooler assembly, steering shaft coupling/u-joint, cylinder assembly and valves, power steering pump mounting gasket, steering gear assembly, drag link, pulley, pump assembly, reservoir assembly, pump seals, steering gear seals, control valve, telescoping steering wheel mechanism, tilt steering wheel mechanism, steering wheel.
PROPSHAFT:
Propeller Shafts: slip joint boot/clamp, universal joint, shaft, yoke/spline.
Center Bearing Assembly: bearing, bearing mounting.
EXHAUST:
Muffler: basic assembly, mounting bracket/support, guard/heat shield.
Pipes: mounting bracket/support, stack cap, guard/heat shield, tail pipe/stack, exhaust pipe and flange, crossover pipe, flex pipe, exhaust gas cooler tail pipe.
Exhaust or Compression Brake: exhaust brake actuator, switch pack actuator, basic assembly, compression brake (engine) piston actuator, compression brake control pressure sensor (BCP), compression brake shut-off valve, mechanical control/mounting, cab harness, PDM distribution harness, allison transmission interlock, exhaust brake module, relay/magnetic switch, exhaust brake servo, air solenoid, switch pack (base), accelerator pedal switch, clutch switch, on/off switch, selector switch.
ELECTRICAL:
Generation System: alternator assembly, cab harness, PDM distribution harness, pulley, voltage regulator, relay/magnetic switch.
Electric Door Locks: door lock actuator, door harness, driver door switch pod, passenger door switch pod, other door switch pod.
Instruments, Electrically Operated: pyrometer amplifier, bezel/cover plate, circuit board/instrument cluster, speedometer/tachometer circuit housing, ammeter gauge, electrical coolant temperature gauge, engine oil temperature gauge, fuel level gauge, electrical oil pressure gauge, other gauge, pyrometer gauge, rear axle oil temperature gauge, electrical speedometer gauge, electrical tachometer gauge, transmission oil temperature gauge, voltmeter gauge, cab harness, PDM distribution harness, hour-meter, ammeter module, pyrometer module, multiplex signal module (MSM), odometer, programming, air pressure sender, fuel level sender, other sender, pyrometer sender, rear axle oil temperature sender, transmission oil temperature sender, speedometer/tachometer dip switch (reprogramming only), tachometer/trip recorder (electrically driven).
Remote Power Module: switch pack actuator, cab harness, PDM distribution harness, (RPM) module, switch pack (base).
Remote Engine Speed Control: remote engine speed control module, PDM distribution harness.
Body Electrical System Controller Components: ESC Controller, programming.
Cranking System: cab harness, PDM distribution harness, starter motor, relay/magnetic switch, starter motor solenoid, clutch switch, key/ignition switch, neutral start switch, push button starter switch.
Battery Run Down Protection: jumper cable batteries, clean power cable (battery to transmission), clean power cable (battery to cab), clean power cable (battery to engine), module monitor, battery run down protection monitor, solenoid, low oil pressure switch.
Lighting Systems: switch pack actuator, back-up alarm, automatic headlight sensor, flasher, cab harness, front end harness, PDM distribution harness, lamp assembly, mounting, relay/magnetic switch, switch pack (base), back-up light switch, daytime running light switch (DRL), dimmer switch, headlight switch, door jam mounted interior light switch,, lamp mounted interior light switch, panel mounted light switch, marker/interrupt switch, other switch, stoplight-air switch, stoplight-hydraulic switch, turn signal switch, electric mirror switch.
Trailer Lighting: cab harness, relay/magnetic switch.
Warning Lights and Signals: high water temperature/low oil pressure alarm, hydraulic brake warning beeper, low air pressure beeper, warning other beeper, cab harness, PDM distribution harness, lamp assembly, coolant probe module, coolant level probe, relay/magnetic switch, front axle engaged switch, high water temperature switch, low air pressure switch, low coolant level switch, low oil pressure switch, other switch, parking brake switch, power divider engaged switch.
Horn (Electric): horn contract ring/button, cab harness, coiled ribbon harness (clock spring), front end harness, PDM distribution harness, horn assembly, mounting, relay/magnetic switch.
Window (Electric): cab harness, window regulator and motor assembly, relay/magnetic switch, other switch.
Two Speed Axle/Power Divider Lock (Electric): switch pack actuator, circuit board/instrument cluster, cab harness, PDM distribution harness, relay/magnetic switch, air solenoid, switch pack (base), other switch.
Accident Avoidance Radar System: antenna and lead-in, central processing unit (CPU), side sensor display, cab harness, front end harness, side sensor harness,

turn sensor assembly magnet, driver display unit monitor, side sensor, turn assembly sensor.
Lift Gate Accommodation: battery run down protection monitor, relay/magnetic switch, other switch.
Telematics: cab harness, PDM distribution harness, SOS switch, telematics control module (TCM).
Vehicle System Controller Components-Prognostics: tire pressure monitor antenna, brake stroke chamber w/sensor, vehicle information display, fuel filter restriction globe w/sensor, vehicle sensor module, tire pressure monitor module/controller, programming, brake pad wear sensor, tire pressure monitor wheel module.
Steering Wheel Switches: air horn switch, cruise on/off switch, cruise set/reset switch, engine brake on/off switch, headlight interrupt switch, marker interrupt switch, radio switch, transmission mode switch, transmission shift switch.
Miscellaneous (Electrical): clock, electronic compass, cab harness, driver display unit monitor, circuit breaker/relay/fuse panel mounting, circuit breaker/relay/fuse panel, pneumatic accessory solenoid base, pneumatic accessory solenoid unit, electronic thermometer.

COOLING:
Hybrid/Electric Drive Cooling: coolant recovery bottle and hose, core, fan module, motor/pump. (Applicable with DuraStar, WorkStar, and Bus models).
Radiator: coolant recovery bottle and hose, shroud clamp, in tank oil cooler, sight glass, radiator hose/pipe, radiator mounting, shroud seal, radiator recirculation seals, shroud, shroud mounting bracket, engine mounted shroud, surge tank and mounting, radiator tank and neck.
Shutters: actuating cylinder assembly, cab harness, PDM distribution harness, relay/magnetic switch, control rod assembly, shutter assembly, shutterstat, solenoid, temperature switch.
Charge Air Cooler: chassis mounted charge air cooler, charge air cooler pipe.
Hydraulically Driven Cooling Fan: fan blade assembly, electronic fan controller, hydraulic fluid reservoir, motor, oil cooler (oil-to-air), pump assembly, solenoid valves.
Instruments (Direct Reading Mechanical Gauges): head assembly.

CLUTCH:
Control components: release bearing and sleeve assembly, master cylinder, slave cylinder, external linkage, clutch release fork and cross shaft, relay lever assembly, pedal, self-adjusting mechanism, pedal return spring.
Clutch assembly components: driven disc(s), intermediate plate (2-plate clutches only), pressure plate assembly, clutch brake assembly.

ENGINE:
Engine Fans: fan blade assembly, fan clutch control, on/off fan drive, viscous fan drive, fan pulley, relay/magnetic switch, fan shaft and mounting (all gear driven fan hub assembly), solenoid, temperature switch.
Engine Mounting: front mount/bolt, rear mount/bolt.
Accessory Drive Systems: air compressor mounting bracket, alternator mounting bracket, power steering pump mounting brackets, refrigerant compressor mounting bracket, fuel pump drive cam, accessory drive coupling, power steering pump driver gear, pulley/idler/bearing, belt tensioner.

TRANSMISSION:
Basic Components: transfer case, companion flange, bell housing, bearing retainer, front seal, rear seal.
Internal Bearings: bearing, lock ring, thrust washer.
Lubrication System: oil cooler (oil-to-air), oil cooler line fittings, oil cooler line.
Electronic Controls: resistor block, cab harness, PDM distribution harness, electronic control module (ECM), vehicle personality module (VPM), vehicle speed sender (VSS), brake switch, on/off switch.
Controls: air shift cylinder, shift lever, remote shift control linkage/cable, air pressure regulator, slave valve (air shift).
Mounting: mounting.
Automatic and Autoshift Transmissions: converter, electronic control unit, electronic shift controls, mechanical shift controls, drive plate, retarder and controls.
Cover Assembly: cover and gasket, detent poppet ball and spring, shift rail and fork.
Gears: countershaft, countershaft gears, mainshaft gears, mainshaft, synchronizer.

REAR AXLE:
Basic Axle Components: carrier, companion flange/yoke, carrier gasket, axle housing.
Axle Carrier Components: internal bearings, limited slip differential, differential gears/bushings, and cross, oil pump, wheel-end gearboxes.
Axle Gear Set: ring gear bolt, helical gears, planetary gears, ring and pinion gears.
Shafts and Seals: pinion oil seal, helical drive gear shaft.
Controls: sliding clutch, air shift control, air shift cylinder, shift fork, air shift motor.
Power Divider Components: power divider bearing/retainer, power divider differential case, power divider gears/bushings and cross, power divider housing/gasket, power divider shaft and seals, power lock out switch.

LIFT AXLE:
Axle, Steering, Wheel Ends: steering arm, axle housing, knuckle king pin, steerable knuckle, king pin seal, stud.
Suspension and Brakes: slack adjuster, air bag assembly, chamber, control (air suspension control), hanger and crossmember assembly, lift spring, air or vacuum tank.
Electrical: relay/magnetic switch, cab harness, air solenoid.
Non-Driving Rear Axle: axle tube.

FUEL SYSTEM:
Air inlet System: air intake grille, air inlet box/water separator, stack mounting bracket, air inlet cap/scoop, air inlet temperature control system, air restriction indicator, air inlet pipe, pressure regulating valve, switch.
Air Cleaner: body (gasket), mounting bracket and bolts, air cleaner snow valve motor, air cleaner snow valve switch.
Fuel Tanks: mounting bracket and bolts, filler neck/cap and gasket, finish (metal), crash guard, chassis skirt, tank body, electric transfer pump (tank to tank), fuel outlet tube, fuel tank valve/control, air vent.

CAB:

Front End Sheet Metal: air intake baffle/water separation baffle, hood cable, lift cylinder, hood/engine access door, grille assembly, hood handle, front hood mounting hinge/bracket, hood/engine access door hatch hinge, hood, hood guides, engine compartment insulation, doghouse panel/engine latch, engine access door latch, hood latch, splash panel, hood reinforcement, rivet/fastener, seal, sealant, sound shield, hood stop, hood assist torsion bar, hood trim, weld.

Cab/Platform Structure: cowl/firewall/SC or FC platform, air deflector mounting, doghouse panel/engine cover, panel/skin, back panel, engine surround panel, floor panel, halo panel, instrument panel, rocker panel, rivet/fastener, roof, sealant, sill, structure, ventilator, weld.

Sleeper: bunk occupant restraint strap, cabinets, door, 110v ac harness, hinge, insulation, latch and exterior handle, interior mirror, mounting, panel/skin, rivet/fastener, seal, sealant, shore power connection, structure, sleeper bunk suspension, bunk trim, interior trim, under bunk lift assist shock, ventilator, weld, sleeper window.

Doors, Assemblies, and Controls: glass run channel, lift cylinder, door, hinge, latch and exterior handle, passenger door map pocket, window regulator and handle, door remote control/cable, rivet/fastener, seal, door-leading edge seal, sealant, door stop assembly, vent window and seal, weld.

Cab Mounting: cab tilt hinge mechanism, cab tilt lock mechanism, cab mounting crossmember, lift cylinder, latch assembly, mounting, front cab mounting, intermediate body mounting, cab spring/shock absorber and mounting, sub-frame, control valve.

Cab Interior Appointments: arm rest, console, grab handle, cup holder, insulation, manifest box/door pouch, interior mirror, door trim-driver side panel, door trim-passenger side panel, rear trim panel, interior trim, ventilator, sun visor.

Cab Exterior Appointments: head or tail lamp bezel, mirror bracket, sun shade mounting bracket, cowl tray, radiator access door assembly, grab handle, cab harness, mirror heater, mirror light, exterior mirror (basic), other mirror, spot mirror, mirror motor, relay/magnetic switch (electric mirror), sun shade, cab step, switch (electric mirror), wiper fascia.

Wheels: disc wheel, hub (disc wheel), rim (demountable), spoke wheel.

ACCESSORIES:

Air Conditioning: accumulator/dryer, motor/door-air distribution actuator, motor/door-blend air actuator, motor/door-fresh air actuator, air conditioning o-ring, resistor block, compressor clutch, compressor/reciprocating, compressor/rotary, condenser, air conditioner/heater/defroster ducting, evaporator, fitting, hose/pipe, cab harness, under cab to rear HVAC hose, blower speed LPM module, diagnostic-APADS module, HVAC control module, sleeper blower motor, motor, mounting/housing (main case), relay/magnetic switch, high side schrader valve, low side schrader valve, refrigerant pressure sensor, switch (ether start), on/off bunk switch, bunk-temperature control switch, high pressure switch, low pressure switch, thermostatic switch, thermistor-inlet, thermistor-outlet, orifice tube, expansion valve, rear expansion valve, blower wheel, refrigerant compressor mounting bracket.

Heating System: motor/door-air distribution actuator, motor/door-blend air actuator, motor/door-fresh air actuator, resistor block, core (heater), air conditioner/heater/defroster ducting, defroster fan, cab harness, under cab to rear HVAC hose, blower speed LPM module, diagnostic-APADS module, HVAC control module, sleeper blower motor, motor, mounting/housing (main case), relay/magnetic switch, switch (ether start), bunk-on/off switch, bunk-temperature control switch, radiator fan/shutter override switch, blower wheel.

Air Horns: cab harness, horn assembly, pneumatic solenoid, air horn switches, control valve.

Windshield Wiper System: mounting bracket, cab harness, wiper linkage, motor, wiper-air or vacuum motor, relay/magnetic switch, switch (ether start), intermittent switch, control valve.

Windshield Washer System: cab harness, front end harness, switch, pump, reservoir, switch (ether start), low fluid level switch.

Air Starter System: cranking motor drive assembly, motor, tank assembly and mounting, check valve, control valve.

Radio-Entertainment and C.B. (only applicable if factory installed): amplifier, C.B.-basic assembly, CD changer, radio control (sleeper box), DVD entertainment system, cab harness, radio-basic assembly, satellite module-basic assembly, speaker, subwoofer.

Cruise Control: cab harness, coiled ribbon harness (clock spring), vehicle personality module (VPM), relay/magnetic switch, switch (ether start), clutch switch, set-resume switch.

Seats: seat adjuster assembly, electric seat air compressor, air bag, seat belt, air seat control, seat frame, arm rest, seat belt retractor, seat shock.

Engine Attachments/Floscan: ether start assembly, cab harness, engine heater assembly, engine meter assembly, relay/magnetic switch, engine heater socket, switch (ether start), temperature-ether start switch.

Chassis Attachments: air solenoid pack, air solenoid, auxiliary air tank.

Miscellaneous Attachments: air deflector-roof mounted, air deflector-side mounted and brackets, back-up camera.

Fifth Wheel: fifth wheel control, fifth wheel lock cylinder, fifth wheel plate.

OBTAINING SERVICE

To obtain service under this Service Contract, return this vehicle to any Navistar Truck Dealer authorized to service this model vehicle and engine.

WHAT IS NOT COVERED:

****Components *Excluded if unit has a NON-Navistar Brand Engine:***

Air/Hydraulic Brake System Components:

- Air or hydraulic brake air compressor.

Accessory Drive Systems:

- Fuel pump drive cam, accessory drive coupling, power steering pump driver gear, pulley/idler/bearing, belt tensioner.

Air Cleaner:

- Air cleaner snow valve motor, air cleaner snow valve switch

Fuel Injection Pump:

- Pump assembly, fittings, fuel shut-off solenoid, mounting gasket, primer pump, fuel transfer pump (mechanical or electric), fuel regulator valve, external lever assembly

Components / Items:

- Correction of loose fasteners, squeaks, rattles and unusual noises.
- Adjustments (e.g., headlights, brake/clutch adjustments, steering system adjustments, coolant levels).
- Items warranted by their respective manufacturers (e.g., non–Navistar brand engines, tires & tubes, Allison Transmissions, clutch, batteries, radios, lubricants, etc).
- Any part that is not a Navistar part number.
- Unauthorized parts other than Navistar service parts or ReNEWed® parts.
- Bodies, equipment and accessories installed by other than authorized Navistar employees at Navistar manufacturing plants.
- Front and rear axle alignment.
- Engine, Engine Electronics, Injectors, Turbocharger.
- Hybrid Electric Components (except Hybrid/Electric Drive Cooling).

Repairs:

- Maintenance-related items/ repairs or those as a result of normal wear and tear, including tune-ups, brake/clutch lining, clutch brake, windshield wiper blades, windshield wiper nozzles, gaskets, belts, seals, tire balancing, lubrication, batteries and other similar procedures/parts required to keep vehicle in good working condition.
- But not limited to: oil changes, oil filters, air filters, desiccant cartridge, fuel filters, tire rotation, cleaning/polishing, engine tune-up, adding oils, tightening of air intake and coolant clamps, ash tray, cigarette lighter element, fire extinguishers, fluorescent ballast and tubes, fuses, gladhand and gladhand rubbers, trailer hoses, hose tenders, trailer electrical cables, light bulbs, mattress, mud flaps, mud flap mounting bracket.
- Repairs to any part of the vehicle subjected to misuse, negligence, improper maintenance, improper operation, or which is the result of an accident.
- Fades, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes, improper polishes, cleaners or washing solutions, or chemical and industrial fallout.
- No coverage will be granted if Power Train, Propshaft and Suspension sales guidelines (specifications) are not strictly adhered to by all owners and operators of this vehicle.
- Accidents, acts of nature or other events beyond control of Navistar.
- Any single repair requiring less than $40.00 parts and labor to complete.

Other:

- Vehicles sold and/or operated outside the United States or Canada.
- Vehicles/components which have had unauthorized alterations or modifications.
- Vehicles on which the odometer reading has been altered.
- Incidental or consequential costs or expenses which the owner may incur as a result of a malfunction or failure covered by this warranty, such as vehicle damage, communication expenses, meals, lodging, overtime, loss of use of engine or vehicle ("downtime"), loss of time, inconvenience, cargo loss or damage, and other similar costs and expenses.
- Replacement of defective parts, which were, not authorized Navistar equipment when first installed.
- Towing, unless additionally purchased.

NOTE TO SERVICING LOCATION

Should there be questions regarding this coverage, call the Warranty Claim Center for clarification. For this purpose, the following phone number is provided to be used weekdays during normal working hours in the 48 contiguous states, Hawaii and Canada, call 800-336-4500.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the company's behalf unless made or assumed in writing by the Company; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Navistar, Inc., except in Canada where it is Navistar Canada, Inc.

NAVISTAR

OPTIONAL SERVICE CONTRACTS

CTS-3906J

POLICY ISSUED BY: DEALER NAME			
CITY		DEALER ACCOUNT NUMBER	
STATE/PROVINCE		POSTAL ZONE	
YEAR	MODEL	VEHICLE APPLICATION	
VEHICLE IDENTIFICATION NUMBER (FULL 17 DIGITS)			
ENGINE SERIAL NUMBER			
DATE OF DELIVERY TO USER (DTU)		ODOMETER READING AT DELIVERY	
ABOVE INFORMATION MUST AGREE WITH DELIVERY TO USER (DTU) FORM AND DELIVERY INFORMATION ESTABLISHED BY RETAIL SALE			
CONTRACT HOLDER'S NAME			
STREET			
CITY			
STATE/PROVINCE		POSTAL ZONE	

SERVICE CONTRACT NUMBER	CONTRACT TERMS TIME MONTHS	DISTANCE - MI/KM (000)	HOURS REQUIRED
40 GUP	48	150,000	5400

CUSTOMER: I HAVE REVIEWED THE OWNER / OPERATOR'S MANUAL FOR THIS VEHICLE AND READ THIS WARRANTY AGREEMENT AND:
(1) I UNDERSTAND THE OPERATION OF THIS VEHICLE, (2) I UNDERSTAND AND ACCEPT THE TERMS OF THIS WARRANTY AGREEMENT, AND (3) I ACKNOWLEDGE RECEIPT OF A COPY OF THIS WARRANTY AGREEMENT.

CUSTOMER SIGNATURE_____ DATE_____

DEALER: (1) YOU MUST REVIEW THE STANDARD WARRANTY AND THIS OPTIONAL WARRANTY SERVICE POLICY AND THE OWNER / OPERATOR'S MANUAL WITH THE CUSTOMER AT THE TIME OF SALE, (2) FOR U.S. AND CANADIAN SALES, EMAIL A COPY OF THIS CONTRACT TO: SERVICECONTRACTS@NAVISTAR.COM
OR FAX TO : (630) 753-7061.

DEALER SIGNATURE_____ DATE_____

DEALER EMAIL_____ PHONE #_____

DEALER: SELECT/WRITE IN APPLICABLE SERVICE CONTRACT NUMBER(S) FROM PL PRICE LIST. WRITE IN SERVICE CONTRACT NUMBER(S), EXPIRATION DATE, & MILEAGE/KM & HOURS WHERE REQUIRED.
ORIGINAL - CUSTOMER COPY
PHOTOCOPY COMPLETED ENROLLMENT FORM & EMAIL OR FAX TO SERVICE CONTRACTS. A 5% FEE OVER RETAIL PRICE WILL BE CHARGED FOR WARRANTIES PURCHASED BETWEEN 6-12 MONTHS PAST WARRANTY START DATE.

ENGINE AND ENGINE ELECTRONICS INCLUDING INJECTORS

SERVICE CONTRACTS FOR MaxxForce® 7, MaxxForce® 9, MaxxForce® DT, MaxxForce® 10 ENGINES:

The **Engine option(s)** provides coverage to your vehicle's engine for time, distance traveled or hours from new vehicle delivery date, whichever expiration occurs first.

During the period selected, Navistar, Inc. will repair or replace any internally lubricated which proves defective in material and/or workmanship in normal use, with new or ReNEWed parts. Exceptions are listed herein under *What is Not Covered.*

Salesperson: Refer to the current PL Price Lists for a complete listing of available contracts.

Basic Engine Components: bedplate/main cap ladder, rod bolt, main bearing cap and bolt, crankcase, crankshaft, engine balance shaft, engine mechanical fuel lift pump, crankcase vent filter fuel/oil separator, flywheel/ring gear, flywheel housing, injector fuel lines (High PSI), one-way check valve and drain tube, dowel pin, crankcase vent piping/connections, piston/pin/lock/bushing, expansion plug, piston ring, connecting rod/cap, front seal, rear seal, cylinder sleeve, vibration dampener/crank pulley.

Bearing and Bushings: camshaft bearing, flywheel pilot bearing, main bearing, rod bearing, thrust bearing.

Cylinder Head and Valve Train: rocker arm and bushing, rocker arm bolts, camshaft, rocker arm carrier assembly, exhaust valve cup, exhaust regulator valve (incl pneumatic actuator and hose conn), exhaust regulator valve control module, cylinder head gasket, exhaust manifold gasket, valve guide and seal, cylinder head/bolt, valve lifter, intake manifold/gaskets, exhaust manifold assembly, turbo mated-engine mounted piping, push rods, exhaust manifold seal ring, rocker arm shaft, timing gears or chain and injection pump drive gears, cylinder head injection tube, exhaust valve/seat, intake valve/seat, valve bridge and actuator foot, valve spring/damper/lock retainer and rotor.

Turbocharger: twin turbocharger assembly high pressure turbo (use for high PSI turbo with twin designs, and all single turbocharger designs), twin turbocharger assembly low pressure turbo (use only with low PSI twin turbocharger designs), wastegate control module, gasket mounting, turbo oil lines, turbo actuation control module (SRA), boost control dump gate/actuator/hose, boost control solenoid valve.

Cover, Plates, Etc: lifter cover and gasket, timing cover gasket, rocker arm cover, rocker arm gasket cover, timing cover, oil pan gasket, upper oil pan assembly, oil pan, camshaft cover plate and gasket.
Lubrication System: oil cooler, oil filter/base/gasket/mounting bracket, piston oil cooling jets, oil lines and seals, oil pump/drive mechanism/pickup assembly, oil pressure regulating valve.
High Pressure Oil/Fuel System Electronic Engine: branch tube, high pressure rail assembly, oil/fuel line high pressure injection, oil/fuel pump, oil reservoir, high PSI fuel relief valve, fuel regulator valve-low PSI, engine mounted fuel return lines (steel).
Coolant Distribution System: coolant filter base (engine mounted), coolant filter base gasket, thermostat housing, water pipe and seal, water pump and gasket assembly.
Emission Control Components: compressed air distribution manifolds/pipe/conn engine controls, intercooler, interstage charge air cooler-coolant manifolds/pipes/connections, charge air cooler-air manifolds/pipes/connections, thermal management valve.
EGR Components: EGR cooler, EGR cooler-charge air manifolds/pipes/connections, EGR cooler-coolant manifolds/pipes/connections, EGR cooler-exhaust manifolds/pipes/connections, EGR drive module, EGR gas check valve assembly, EGR valve actuator, EGR mixing manifold gasket, EGR valve.
Fuel Filter/Heater: body (gasket), mounting bracket and bolts, cab harness, fuel heater/water separator, primer pump.
Fuel Injection Pump: fittings, mounting gasket, pump assembly, primer pump.
Engine Electronic Components: electronic drive unit (EDU), electrical intake air pre-heat element, exhaust gas temperature sensor (exhaust manifold mounted), exhaust lambda sensor, glow plug, glow plug bus bar, glow plug relay, glow plug sleeve, engine sensors harness, injector unit (electrical), injector unit o-ring, injector harness (from ECM to all sensors), intake grid heater/glow plug harness, under valve cover harness, injector drive module (IDM), intake air heater relays, mass air flow sensor (chassis mounted), intake throttle module, electronic control module (ECM), vehicle personality module (VPM), accelerator pedal assembly, exhaust pressure regulator, injection pressure regulator (IPR), relay/magnetic switch, electronic control module relay, electronic drive unit relay (EDU), reprogram engine-calibration, SART (stand alone real time module), ambient temperature sender, barometric pressure sender (BAP), camshaft position sender (CMP), crankshaft position sender (CKP), engine coolant temperature sender (ECT), engine fuel pressure sender (EFP), engine fuel temp sender (EFT), engine oil pressure sender (EOP), engine oil temperature sender (EOT), exhaust back pressure sender (EBP), ICP/FRP sender (note: PSI sensor for oil or fuel), manifold absolute pressure sender (MAP), turbocharger compressor outlet temperature sensor (TCOT), manifold absolute temperature sender (MAT), water in fuel sender (WIF), brake PSI relief valve (compression brake), brake control pressure sensor (use for under valve cover compression brakes).

OBTAINING SERVICE

To obtain service under this Service Contract, return this vehicle to any Navistar Truck Dealer authorized to service this model vehicle and engine.

WHAT IS NOT COVERED

Components / Items:

- Correction of loose fasteners, squeaks, rattles and unusual noises.
- Adjustments.
- Items warranted by their respective manufacturers (e.g., non–Navistar brand engines).
- Any part that is not a Navistar part number.
- Unauthorized parts other than Navistar service parts or ReNEWed® parts.
- Aftermarket parts or service kits.
- Parts requiring replacement at inspection or adjustment maintenance intervals for reasons other than being defective.
- Diesel Particulate Filter (DPF).

Repairs:

- Maintenance-related items/ repairs or those as a result of normal wear and tear, including tune-ups, gaskets, belts, seals, lubrication, and/or other similar procedures/parts required to keep vehicle in good working condition.
- But not limited to: oil changes, oil filters, air filters, fuel filters, cleaning/polishing, engine tune-up, adding oils, tightening of air intake and coolant clamps.
- Repairs to any part of the vehicle subjected to misuse, negligence, improper maintenance, improper operation, or which is the result of an accident.
- Seals, (exception: main and rear seals are covered), wheel seals, gaskets, belts, hoses and lubricants, except when required in connection with a warrantable failure.
- Attaching accessories, thermostats, flex plate, externally mounted electrical & filtration systems.
- No coverage will be granted if Power Train, Propshaft and Suspension sales guidelines (specifications) are not strictly adhered to by all owners and operators of this vehicle.
- Failure to maintain correct maintenance schedule.

WHAT IS NOT COVERED CONT'D

- Failures or damage resulting from what Navistar determines abuse or neglect, but not limited to: operation without adequate coolants or lubricants; over-speeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices.
- Failures caused by incorrect oil, fuel or catalytic reagent or by water, dirt or other contaminants in the fuel, oil or catalytic reagent.
- Accidents, acts of nature or other events beyond control of Navistar.
- Any single repair requiring less than $40.00 parts and labor to complete.

Other:

- Engines sold and/or operated outside the United States and Canada.
- Engine or Engine components which have had unauthorized alterations or modifications.
- Engines on which the odometer reading has been altered.
- Incidental or consequential costs or expenses which the owner may incur as a result of a malfunction or failure covered by this warranty, such as vehicle damage, communication expenses, meals, lodging, overtime, loss of use of engine or vehicle ("downtime"), loss of time, inconvenience, cargo loss or damage, and other similar costs and expenses.
- Replacement of defective parts, which were, not authorized Navistar equipment when first installed.
- Towing, unless additionally purchased.

Engines:

- **MaxxForce® 7** engine mechanical fuel lift pump, cylinder sleeve, camshaft cover plate and gasket, brake PSI relieve valve (compression brake), brake control pressure sensor (use for under valve cover compression brake), exhaust regulator valve (includes pneumatic actuator and hose connections), exhaust regulator valve control module, exhaust lambda sensor, interstage charge air cooler-coolant or air manifolds/pipes/connections, engine controls-compressed air distribution manifolds/pipe/conn, power steering pump mounting bracket, engine mounted fuel return lines (steel).
- **MaxxForce® 9, MaxxForce® DT, MaxxForce® 10** bedplate/main cap ladder, oil pan gasket, branch tube, glow plug, glow plug bus bar, glow plug relay, glow plug sleeve, high PSI fuel relief valve, thermal management valve, **(MaxxForce® 10)** engine mounted fuel return lines (steel).

NOTE TO SERVICING LOCATION:

Should there be questions regarding this coverage, call the Warranty Claim Center for clarification. For this purpose, the following phone numbers are provided to be used weekdays during normal working hours in the 48 contiguous states, Hawaii and Canada, call 800-336-4500.

DISCLAIMER:

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the company's behalf unless made or assumed in writing by the Company; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Navistar, Inc., except in Canada where it is Navistar Canada, Inc.

NAVISTAR

OPTIONAL SERVICE CONTRACTS

CTS-2411G

POLICY ISSUED BY: DEALER NAME			
CITY		DEALER ACCOUNT NUMBER	
STATE/PROVINCE		POSTAL ZONE	
YEAR	MODEL	VEHICLE APPLICATION	
VEHICLE IDENTIFICATION NUMBER (FULL 17 DIGITS)			
ENGINE SERIAL NUMBER			
DATE OF DELIVERY TO USER (DTU)		ODOMETER READING AT DELIVERY	
ABOVE INFORMATION MUST AGREE WITH DELIVERY TO USER (DTU) FORM AND DELIVERY INFORMATION ESTABLISHED BY RETAIL SALE			
CONTRACT HOLDER'S NAME			
STREET			
CITY			
STATE/PROVINCE		POSTAL ZONE	

COVERAGE	SERVICE CONTRACT NUMBER	CONTRACT TERMS TIME MONTHS	CONTRACT TERMS DISTANCE - MI/KM (000)
TOWING COVERAGE	40kmc	48	Unlimited

CUSTOMER: I HAVE REVIEWED THE OWNER / OPERATOR'S MANUAL FOR THIS VEHICLE AND READ THIS WARRANTY AGREEMENT AND:
(1) I UNDERSTAND THE OPERATION OF THIS VEHICLE, (2) I UNDERSTAND AND ACCEPT THE TERMS OF THIS WARRANTY AGREEMENT, AND (3) I ACKNOWLEDGE RECEIPT OF A COPY OF THIS WARRANTY AGREEMENT.

CUSTOMER SIGNATURE_____ DATE_____

DEALER: (1) YOU MUST REVIEW THE STANDARD WARRANTY AND THIS EXTENDED WARRANTY SERVICE POLICY ALONG WITH THE OWNER / OPERATOR'S MANUAL WITH THE CUSTOMER AT THE TIME OF SALE, (2) FOR U.S. AND CANADIAN SALES, SUBMIT A COPY OF THIS CONTRACT TO: SERVICECONTRACTS@NAVISTAR.COM
OR FAX TO : (630) 753-7061.

DEALER SIGNATURE_____ DATE_____

DEALER EMAIL_____ PHONE #_____

DEALER: SELECT/WRITE IN APPLICABLE SERVICE CONTRACT NUMBER(S) FROM PL PRICE PAGES. WRITE IN SERVICE CONTRACT NUMBER(S), CONTRACT PARAMETERS, & MILEAGE/KM WHERE REQUIRED.
ORIGINAL - CUSTOMER COPY
PHOTOCOPY COMPLETED ENROLLMENT FORM & MAIL OR FAX TO SERVICE CONTRACT
A 5% FEE OVER RETAIL PRICE WILL BE CHARGED FOR WARRANTIES PURCHASED BETWEEN 6-12 MONTHS PAST WARRANTY START DATE.

TOWING

$550 PER INCIDENT

ALL MODEL TRUCKS/BUSES

SERVICE CONTRACTS FOR TOWING:

The **Extended Towing option(s)** provides coverage for time or distance traveled from new vehicle delivery date, whichever expiration occurs first.

During the contract period, Navistar, Inc. will pay for a service call or towing to the nearest International or Cummins dealer WITH A NAVISTAR OR CUMMINS WARRANTABLE AND MISSION-DISABLING UNSAFE OPERATING CONDITION FAILURE. Coverage of Cummins failure begins AFTER the expiration of the Cummins second year of standard tow coverage for school bus as well as AFTER the expiration of the Cummins second year for on-highway truck if an additional Cummins service contract is active in Navistar Service Portal. Maximum liability for Navistar, per incident, is $550.00. Exceptions are listed herein under section What is Not Covered.

Salesperson: Refer to the current PL Price Lists for a complete listing of available options.

OBTAINING SERVICE

To obtain service under this Service Contract, return this vehicle to any Navistar Truck Dealer authorized to service this model vehicle and engine.

WHAT IS NOT COVERED:

Repairs:

- Towing in connection with a failure that is NOT warranted with Cummins or Navistar.
- Any expense over the $550.00 maximum liability, per incident.

Other:

- Vehicles sold and/or operated outside the United States and Canada.
- Vehicles/components which have had unauthorized alterations or modifications.
- Vehicles on which the odometer reading has been altered.
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses.
- Incidental or consequential costs or expenses which the owner may incur as a result of a malfunction or failure covered by this warranty, such as vehicle damage, communication expenses, meals, lodging, overtime, loss of use of engine or vehicle ("downtime"), loss of time, inconvenience, cargo loss or damage, and other similar costs and expenses.

NOTE TO SERVICING LOCATION

Should there be questions regarding this coverage, call the Warranty Claim Center for clarification. For this purpose, the following phone number is provided to be used weekdays during normal working hours in the 48 contiguous states, Hawaii and Canada, call 800-336-4500.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the company's behalf unless made or assumed in writing by the Company; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Navistar, Inc. except in Canada where it is Navistar Canada, Inc.

HEIL

THE WHEELS ARE ALWAYS TURNING

Liberty™

Continuous Pack Automated Side Loader



Environmental Solutions Group

A DOVER COMPANY

Liberty™

An extremely productive body with an advanced automated arm.

What do you get when you combine one of the most productive refuse bodies in the industry with the most advanced automated arm? A true performer — Heil's **Liberty!**

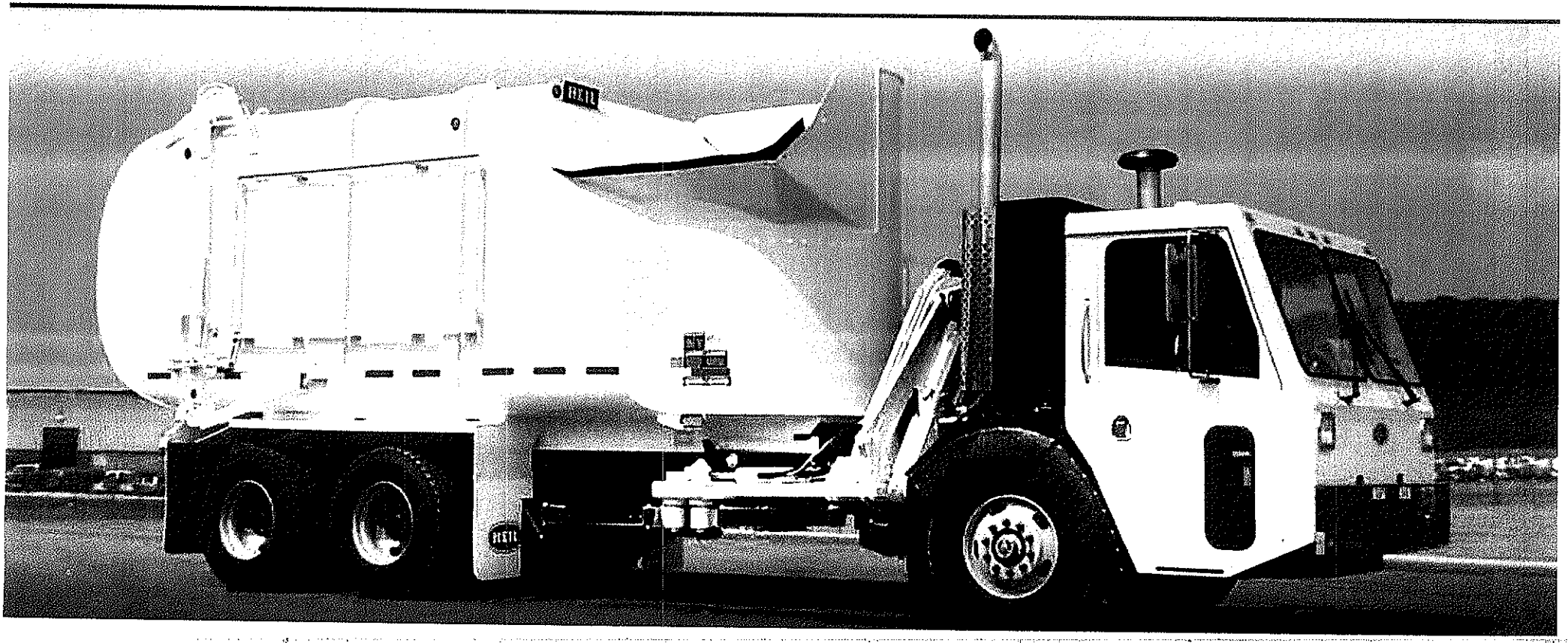
By integrating our time-tested Continuous Pack body with the patented technology of the Python arm, Heil has created a refuse collection body with proven reliability and unsurpassed speed.

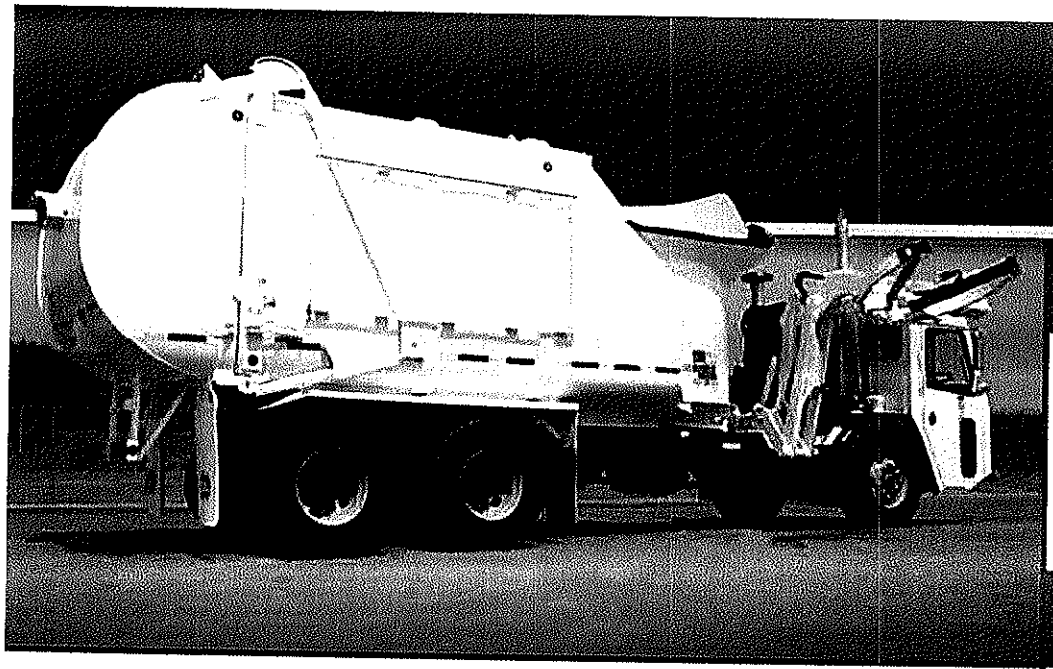
The Continuous Pack body has been a customer favorite for more than 35 years, far and away the most popular ever produced. This remarkable body will accommodate routes of almost any size, with seven models ranging from 16 to 32 cubic yards. Our patented paddle packer design continuously sweeps the hopper, so there's no need to stop and pack the load. And, because there's no packer panel to slide into the body, the need for shoes, guide tracks, guide rails, and internal body parts is eliminated — as is the need to clean out behind the packer.

The patented Python arm is the fastest, smoothest, most maintenance-friendly automated arm in the world. It features an 8-second lift cycle, which can save you up to 4 seconds per stop and up to 1 hour per day – delivering more than $15,000 in savings per truck per year. The Python's 9-foot reach can negotiate between cars and other obstacles, making even the most difficult pick-ups possible.

We back all Heil units with a worldwide network of knowledgeable dealers and service centers, as well as the industry's first dedicated manufacturer-based training facility and mobile training centers, to help you keep your **Liberty** operating at its peak. Add to that Heil's century-old heritage of commitment to customer satisfaction, and you can feel certain that when you choose a **Liberty** you are getting the most productive and durable, refuse collection vehicle available.

Read on to learn more about the **Liberty's** advanced productivity features, and then contact your Authorized Heil Dealer for assistance in choosing the Heil refuse collection vehicle that is right for you. To find the Dealer nearest you, visit www.heil.com.





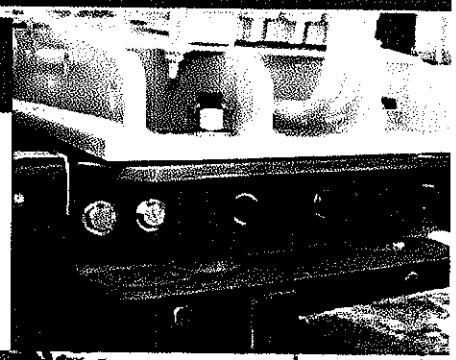
Striking Features

The **Liberty**™ was specifically engineered with features to accommodate any size route, quickly and efficiently.

- **Strong Foundation** — The Liberty's body is constructed of high tensile steel, ½-inch thick in the hopper floor and wall, and 7-gauge 50,000 psi in the body floor. The floor is also supported by 10-inch structural channel longmembers.
- **Easy to Maintain** — The body of the **Liberty** is easy to service because all hydraulic cylinders are accessible from ground level. The packer cylinder is also located under the body to protect it from refuse contamination.
- **Exceptional Reach and Lift** — The patented automated Python arm can reach up to 9 feet to go where other automated arms cannot. Able to lift up to 1,250 pounds, the Python arm features cushioned cylinders for smooth action, saving wear and tear on both the lift arm and the chassis. The Python's unique lift geometry enables the arm to return carts with the lids closed every time.
- **Fewer Cylinders** — While other bodies need four cylinders to raise, lower, and lock the tailgate, our Continuous Pack body requires only two, reducing your maintenance time.
- **Quiet, Fuel-Efficient Operation** — Heil's Operate-in-Gear-at-Idle System comes standard on the **Liberty**. It is designed to help you finish routes up to 20-percent faster, saving up to one gallon of fuel per hour while reducing wear on the lift assembly, chassis, engine, and transmission. Plus, it greatly reduces noise — a benefit to operators and customers alike.
- **Fewer Wear Components** — Because there is no packer panel to slide into the body, the need for shoes, guide tracks, guide rails, and internal body parts is eliminated.

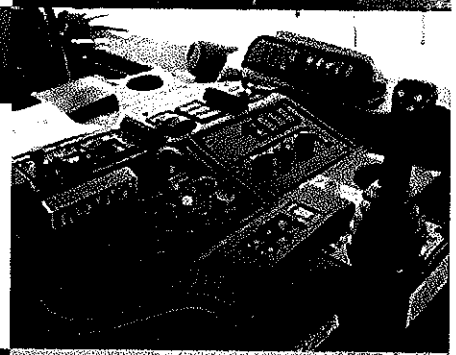
DuraMount™ Design

Heil's DuraMount Design, which is used to mount the lift to the chassis frame, reduces the potential for bolt fatigue and provides Service Smart™ bolt access for easy maintenance.



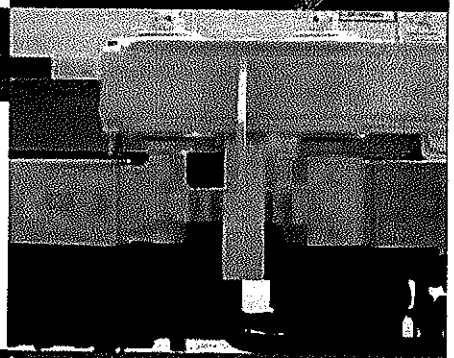
Joystick Cab Controls

Reliable, ergonomic joystick controls deliver smoother performance and enhance usability. With the standard AutoLoad system, the operator can reach, grab, lift, dump, and return the arm to the stowed position using only the joystick and 2 buttons.



Python® Grabber Gears

Made from specially formulated high-strength, low-alloy steel, the Python's superior hardened grabber gears virtually eliminate gear wear. The gears are splined to the grabber shafts and can be cycled up to 1,000,000 times with no evidence of wear.



Patented Paddle Packer

*The **Liberty's** patented paddle packer continuously sweeps the hopper, eliminating the need to stop and pack the load. This eliminates the need to clean out debris behind the packer blade.*



Liberty™
Continuous Pack Automated Side Loader Product Specifications

Performance Specifications	
Lift Capacity	625 lbs. @ 9 ft.; 1,250 lbs. @ hopper
Lift Cycle Time (complete*)	8 seconds @ idle
Lift Reach	9 ft.
Compaction	up to 700 lbs. per yd³
Working RPM	800 (operate-in-gear-at-idle)

* Complete cycle time defined as grip, dump, return and release

All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written Warranty Statement for this product at the time of shipment.

Cylinder Specifications			
BODY CYLINDERS	**Type**	**Bore x Stroke**	
Tailgate Raise	(2) Double acting	in.	3.0 x 18.5
		mm	76 x 470
Packing	(2) Single acting	in.	5.0 x 42.0
		mm	127 x 1066
Dump (telescopic)	(2) Double acting	in.	4.0 x 55.5
		mm	102 x 1407
LIFT CYLINDERS			
Reach	(1) Double acting	in.	3.0 x 16.0
		mm	80 x 406
Grab	(1) Double acting	in.	3.1 x 8.0
		mm	80 x 203
Lift	(1) Double acting	in.	3.0 x 16.0
		mm	80 x 406

Hydraulic Specifications	
PUMP	Operate-In-Gear-At-Idle (standard)
Type	Tandem Vane front
Maximum Operating Pressure	2,500 psi (17,238 kPa)
Working RPM	700-1,800 RPM (packer) 800 RPM (arm)
Flow at Working RPM	34/16 GPM (packer/arm)
OIL RESERVOIR	Chassis frame mounted
Gross Capacity	50 gallons (246 liters)
Filters	Return line 3 micron, 140 micron suction strainer
VALVES	
Shutoff	Suction line
Lift and Packing Control	Air over hydraulic
Hoist and Tailgate Control	Electric over hydraulic

Automated Lift Specifications	
Lift Capacity	625 lbs. @ 9 ft.; 1,250 lbs. @ hopper
Cycle time	8 seconds @ idle
Reach	9 ft.
Ground clearance	20 in. from ground to bottom of grabber arms (based on a 42 in. chassis rail height)
Weight*	1,850 lbs. approx.
Controls	Joystick, air over hydraulic with feathering ability

* Weight includes standard 60/90 gallon grabbers

Chassis Requirements *		18 yd³	20 yd³	22 yd³	24 yd³	24 yd³	26 yd³	30 yd³	32 yd³
Axle		Single	Single	Single	Single	Tandem	Tandem	Tandem	Tandem
Min. GVWR (1)		33,000	35,000	37,000	41,000	41,000	45,000	50,000	52,000
Min. GAWR	front (1)	12,000	14,000	14,000	15,000	15,000	15,000	16,000	18,000
	rear	21,000	21,000	23,000	26,000	26,000	30,000	34,000	34,000
Usable CA/CT		134 CA	157 CA	157 CA	189 CA	173 CT	173 CT	185 CT	195 CT
C.O.E Wheelbase		161 in.	182 in.	182 in.	213 in.	197 in.	197 in.	210 in.	220 in.
Min. Platform		180 in.	204 in.	204 in.	215 in.	234 in.	234 in.	246 in.	258 in.

* OPERATE-IN-GEAR units require 325 ft. lbs. of net torque available at idle, with idle pre-set between 650 and 750 RPM. Recommended 160 or 200 amp alternator.
(1) Front axle min. GAWR requirements may be reduced up to 2,000 lbs. for chassis with actual, unladen bare front axle weights of 8,000 lbs. or less.

Body Specifications			16 yd³	20 yd³	22 yd³	24 yd³	26 yd³	30 yd³	32 yd³
Body Capacity		yd³	16	20	22	24	26	30	32
		m³	12.2	15.3	16.8	18.4	19.9	22.9	24.5
Hopper Capacity		yd³	4	4	4	4	4	4	4
		m³	3	3	3	3	3	3	3
Overall Length*		in.	194	218	239	248	269	281	293
		mm	4928	5537	6071	6299	6833	7137	7442
Overall Length (Tailgate Raised)*		in.	268	292	289	307	331	342	354
		mm	6807	7417	7341	7798	8407	8687	8992
Overall Width		in.	96	96	96	96	96	96	96
		mm	2438	2438	2438	2438	2438	2438	2438
Overall Height Above Frame	body lowered	in.	97	97	97	97	97	109	109
		mm	2464	2464	2464	2464	2464	2769	2769
	body raised	in.	154	168	168	185	185	192	199
		mm	3912	4267	4267	4699	4699	4877	5055
Gross Weight (approx.)		lbs.	10,400	11,000	11,200	12,000	12,200	13,200	13,600
		kg.	4720	4990	5080	5440	5530	5990	6170

* Including 30 in. for lift mount

2030 Hamilton Place Blvd., Suite 200, Chattanooga, TN 37421
866.FOR.HEIL (866.367.4345) • Fax: 423.855.3478
www.heil.com

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FORM #SWS-000003-121312

NJPA Contract #060612-ESG

CONTACT YOUR LOCAL DEALER

Ingram Equipment Company, LLC

11 Monroe Drive
P.O. Box 1907
Pelham, AL 35124
205-663-3946 • Fax: 205-663-4816

Equipment Sales, Service & Rental

Date: May 5, 2014

To: Dennis Polk

Re: Quote – Automated Side Loaders for City of Hattiesburg (10 Units)

HEIL Liberty™ Continuous Pack Automated Side Loader:

- 24 yd^3 Body
- 4.0 Cubic Yard Hopper, Self Cleaning
- 108" Lift Reach
- Lift Capacity Up to 1,250 lbs.
- Body Service Props
- Tailgate Service Props
- Fully Automatic Tailgate Latches
- Manifold Block for Packer Lubrication (Manual Lube)
- O.I.G.A.I. Front Mount Tandem Vane Pump System
- Lift Cylinders Cushioned Up and Down with Chrome Plated Rods
- Chassis Frame Mounted Oil Tank with Level/Temperature Gauge & Oil Suction Shut-Off Valve
- Three (3) Micron Return Line Filter with Magnetic Trap & In-Cab Filter Bypass Monitor – In Microns
- 140-Micron Suction Line Strainer
- Fabric Guard Hose Protection for all High Pressure Hoses
- In-Cab Packing Controls, Electric
- In-Cab Lift Controls, Air/Electric, Joystick
- In-Cab Hoist Controls, Electric
- In-Cab Tailgate Controls, Electric
- In-Cab Function and Indicator Lights
- AutoLift
- Arm Rest
- Lift Reach Warning
- Backup Alarm
- Backup and License Plate Lights
- Center Mounted Brake Light
- Duplicate High & Low Mount Stop, Turn, and Tail Lights
- Mid-Body Turn Signals
- FMVSS #108 Clearance Lights & Reflectors
- ICC Reflective Tape
- Rear Mud Flaps – anti-sail/anti-splash
- Rear Underride Guard
- Inside Body Front Closure
- ANSI Z 245.1-1999 Compliant
- Standard Twelve (12) Month Body Warranty (2,000 Hours of Operation)
- Paint: Customer Choice of One Color

Additional Features:

- Tri-Cuff Grabbers
- Auxiliary Controls Under RH Seat
- Lift Cycle Counter
- Hopper & Lift Work Lights
- Body Side Back Assist Lights
- Shovel Holder
- Dual Camera System (Rear & Hopper Views)
- 3 Year Body Warranty
- 3 Year Service Agreement

Minimum Chassis Requirements:

- 41,000,000 lb. Min. GVWR
- 15,000 lb. Front GAWR
- 26,000 lb. Rear GAWR
- Useable CA: 189" Min.
- Front Engine Crankshaft Adapter
- 350 ft. lbs. of Torque Available at Idle (at input shaft)
- Idle pre-set between 650 & 750 RPM
- Minimum 160 AMP alternator
- Chassis Must Meet All Requirements Noted on Attached Chassis Layout Sheet
- Allison Transmission Programming Per Attached Product Bulletin
- Failure to comply to all above requirements may result in additional charges to the chassis dealer and extend lead-time of completed unit

Terms: Net Upon Delivery
Delivery: Approximately 45-60 Days After Receipt of Chassis .
Note: Quoted delivery time is an estimate only. Actual delivery time is subject to change based on orders received by the manufacturer prior to receipt of purchase order and chassis.

Net F.O.B. Hattiesburg, MS $119,156.00 Each
(FET, State, and Local Taxes Not Included)

THANK YOU FOR YOUR BUSINESS

HEIL ENVIRONMENTAL WARRANTY STATEMENT

The Heil Co. d/b/a Heil Environmental ("Heil") warrants its waste collection equipment to be free from defects in material and workmanship under normal single-shift use for a period of Twelve (12) months or 2000 hours of operation (whichever comes first) from the date of equipment In-Service or during the period of coverage offered by an extended warranty program, when operated in accordance with its *Operator's Manual* and proper service and maintenance as described in Heil *Service Bulletins* and *Parts & Service Manuals* are performed. The standard or extended equipment warranty is not transferable except for sales demonstration units.

This warranty is expressly limited to the repair or replacement of any component or part thereof, of any such collection body manufactured by Heil that is proven to Heil's satisfaction to have been defective in material or workmanship. Such components or parts shall be repaired or replaced at Heil's option without cost to the original purchaser for parts and labor provided such unit is returned to an authorized Heil Dealer for replacement or repair. The repair or replacement must be made during the standard or extended warranty coverage period.

Before any warranty can be allowed on new equipment, a validated warranty registration form must be on file with Heil's Customer Service Department within sixty (60) days of the equipment's In-Service date. Wear items are excluded from warranty coverage.

All OEM service parts sold by Heil have a six (6) month warranty from the date of purchase. Aftermarket parts purchased from Heil are supported by a 90-day warranty. The parts warranty covers parts only, providing that factory inspection reveals a defect in material or workmanship. Labor, troubleshooting, equipment downtime, etc. is not covered under the parts warranty policy.

HEIL MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. HEIL DOES NOT ASSUME ANY LIABILITY OR ACCEPT CLAIMS FOR LOSS OF PROFITS, PRODUCT DOWN TIME OR ANY OTHER DIRECT, INCIDENTAL OR INDIRECT CONSEQUENTIAL LOSSES, COSTS, DAMAGES, OR DELAYS.

Any improper use, operation beyond rated equipment or component capacity, substitution of parts that are not Heil approved, or any alteration or repair by others in such a manner as in Heil's sole judgment affect the product operation or integrity shall void the warranty. Other than the extension of the standard warranty period purchased under a supplemental *Heil Extended Warranty Program*, no employee or representative is authorized to modify this warranty in any way nor shall any other warranties be granted. No dealer-supplied warranty program is endorsed or supported
by Heil. Heil retains the right to modify its factory warranty program at any time.

TERMS AND CONDITIONS OF SALE

1. **ORDERS –** All orders are subject to acceptance or rejection by The Heil Co.(d/b/a Heil Environmental, hereinafter "Heil"). NO ORDERS MAY BE CHANGED IN ANY MANNER WITHIN THIRTY DAYS OF THE SCHEDULED PRODUCTION DATE. ANY CHANGES REQUIRED IN THIS TIME FRAME WILL CAUSE THE ORDER TO BE RESCHEDULED (WHICH MAY INCLUDE ADDITIONAL CHARGES) AS DEEMED NECESSARY BY HEIL IN ITS SOLE JUDGMENT.

2. **ORDER ACKNOWLEDGEMENTS –** An Order Acknowledgment ("OA") must be reviewed, signed and returned to Heil to indicate Purchaser's verification the order is accurate. Heil reserves the right to hold an order from being slotted in the Production Schedule until a signed OA has been received. Purchaser waives any claims of error for orders that are produced in accordance with a signed OA.

3. **SPECIAL ORDER REQUESTS ("SOARS") –** Orders for products with components not regularly carried in stock or requiring special engineering, special parts ordering or special manufacture are in every case subject to approval by the Product Management department of Heil and shall be subject to the qualifications set forth in Heil's *Product Bulletin #339* (or as may be subsequently updated and published by Heil).

4. **PERFORMANCE –** Heil shall not be liable for damages of any kind whatsoever arising from failure to complete the contract in accordance with its items if such changes are due to wars, strikes, fires, floods, accidents, delays in transportation and other acts of force majeure or other causes beyond its reasonable control.

5. **EXPERIMENTAL WORK –** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

6. **INTELLECTUAL PROPERTY –** Sketches, engineering drawings, models, manuals, marketing materials, and all preparatory work created or furnished by Heil shall remain its exclusive property. No use of same shall be made, nor may ideas obtained there from be used nor disclosed to anyone except with the written consent of Heil.

7. **CANCELLATION –** After acceptance, orders cannot be cancelled except upon terms that will compensate Heil fully for all inconvenience, cost, loss or damage sustained.

8. **SHIPMENT –** All shipments will be made after completion of manufacture unless otherwise agreed to in writing. In the event that agreement is reached for Heil to store completed items, the customer will be invoiced immediately upon completion of manufacture, and such invoice shall be due and payable according to the terms of this order. Storage shall be at the risk of the customer and Heil shall be liable only for the ordinary care of the property.

9. **CUSTOMER'S PROPERTY –** Heil may charge the customer at current rates, for handling and storing customer's property (e.g. truck chassis) held for more than thirty days. All customers' property, or third parties' property, that is stored by Heil, by its employees, agents or assigns (whether on or off Heil facilities) is at the customer's or other party's risk. Heil shall only provide for ordinary care of the property and shall not be liable for any loss or damage thereto caused by fire, water, corrosion, vandalism, theft, negligence, or any cause whatsoever.

10. **TRAINING –** It is the owner's responsibility to ensure that the *Operators Manual* remains with each unit and the *Parts & Service Manual* is available for use. Additionally, the owner shall ensure that every person who operates or maintains the product has been trained on the proper operation, storage, battery disconnect use, lock out/tag out procedures and company work rules for each product.

11. **PRICES –** All orders are subject to current prices in effect at the time of shipment, including any applicable surcharges.

12. **PAYMENT –** Heil's standard domestic payment terms are Net 30 days from the date of invoice unless modified by a separate written agreement with your company. For non-domestic shipments, a Letter of Credit or other Heil approved surety of payment may be required prior to shipment. Notwithstanding the foregoing, Heil reserves the right to apply its Credit Department's terms and conditions at any time to any order and its decision shall be final and binding.

13. **COLLECTION –** If for any reason the customer defaults on any monies owed to Heil, said customer shall be responsible for all costs incurred by Heil in the collection of outstanding monies including but not limited to: collection agency fees, filing fees, judgment, interest expense, settlement, administration costs, attorney's fees, etc.

14. **F.O.B. POINT –** Unless otherwise stated in writing, all prices listed are F.O.B. point of manufacture. In all cases, in-transit liability and risk of loss transfers to the customer at the time of delivery to the customer, their employees, agents, or a delivery service or common carrier – whichever occurs first.

15. **TAXES –** Unless specifically stated, prices listed do not include Federal, State, City or other excise, occupation, sales, use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If Federal Excise Taxes are included and listed on the order acknowledgement or invoice, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment.

16. **PRODUCT IMPROVEMENT –** Heil reserves the right to change manufacturing specifications, product design, and production procedures at any time in accordance with its product improvement practices.

17. **MOUNTING PRICES –** It is the customer's responsibility to provide Heil a chassis that meets the specifications published by Heil on its website for the specific body to be mounted. Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks etc. will be made at an additional charge, to be billed at the standard factory labor rate. It is expressly understood that Heil is not authorized to modify exhaust systems on engines that comply with EPA emission standards that became effective in 2007. Chassis delivered to Heil requiring modification of such an exhaust system to enable body mounting will be returned to the customer or a designated chassis dealer at the customer's expense.

18. **WARRANTY –** Heil warrants it's Solid Waste & Recycling Collection Products in accordance with the *Heil Environmental Warranty Statement* (the "Warranty Statement") unless you have a contract with Heil providing specific terms and conditions of warranty. A copy of the Warranty Statement is available from your Dealer and is posted on Heil's website at www.heil.com. While the text in the Warranty Statement is more specific and shall prevail, Heil's product warranty is expressly limited to repair or replacement of any component or part thereof, for any such refuse collection body manufactured by Heil that is determined by Heil to be defective in materials or workmanship. The component or part shall be repaired or replaced without cost to the first purchaser for materials and labor provided such unit is returned for such repair or replacement to an authorized Heil Dealer within six months from the unit's delivery date to such first purchaser. Any product warranty is not transferable, except for sales demonstration units. No warranty claims will be processed on any new equipment unless the warranty registration was submitted timely to Heil's Customer Support Department. Any service parts sold by Heil shall carry a six month warranty for part replacement only, due to a defect in material or workmanship. Installation labor cost is expressly excluded from Heil's service part warranty.

19. **CHASSIS AND ACCESSORY WARRANTY –** Heil makes no warranty of products or component parts manufactured by others and supplied or installed by us, except to the extent there is a defect in workmanship solely related to the installation at Heil's factory. Chassis, component parts and accessories are solely subject to the warranties, if any, as provided by their respective manufacturers. This expressly applies to any chassis-related issues and/or accessory components – regardless of whether said chassis or accessory was provided by Heil at the time of sale. Additionally, unless there is a defect in workmanship solely related to the installation at Heil's factory, Heil shall not administer any chassis or accessory manufacturer's warranty directly or as a third party liaison for the equipment owner or Dealer. The equipment owner shall address any such "non-Heil body" warranty issues directly with their local chassis dealer and/or the manufacturer of the specific accessory or equipment.

20. **WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** Any improper use, operation beyond rated capacity, substitution of parts not approved by us, or any alteration or repair by others in such manner as in our judgment affects the product materially and adversely shall void this Warranty. NO EMPLOYEE OR REPRESENTATIVE IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY. The above warranty supersedes and is in lieu of all other warranties express or implied.

21. **NO DIRECT OR CONSEQUENTIAL DAMAGES** – Heil hereby disclaims and does not assume any liability whatsoever for costs or expenses related to the use or unavailability of its product for any reason, including but not limited to accidents, injury, death, late deliveries, chassis flooring cost or charges, product down time, fire damage, loss of product, in-transit damage or loss, lost profits, time or any other direct, indirect or consequential losses, damages or delay, property damage or injuries or death to persons.

22. **OFF-SITE LOSS DISCLAIMER –** The customer shall bear the risk for damage or loss to the truck body, chassis, accessories, or injury to property or person, while the truck body and/or chassis is either at or in transit to or from customer delivery, any third party Dealer or a component supplier's location.

23. **CHOICE OF LAW AND VENUE –** This agreement shall be interpreted according to the laws of the State of Tennessee. Any claims lodged against Heil involving this order in any way must be filed and adjudicated in the Circuit Court (or Federal Court if appropriate) located in Hamilton County, Tennessee, and in the case of appeal, at the situs of their respective appellate Courts.

24. **NON-WAIVER –** Our failure at any time to exercise any right we may have under this agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.

25. **ENTIRE AGREEMENT –** Unless a prevailing purchase contract is in place between the companies, this order, including the above terms and conditions, contains the complete and final agreement between the parties hereto and no customer-supplied purchase order terms, verbal agreement, or other document in any way modifying any of these terms and conditions will be binding on Heil unless agreed to in writing by an authorized representative of Heil.

HEIL LIBERTY®
TECHNICAL SPECIFICATIONS
CONTINUOUS PACKING AUTOMATED SIDE LOADING
REFUSE COLLECTION BODY

CAPACITY	
Packer body capacity, excluding the receiving hopper: 24yd³	**Section 2.3 & 5.1**
Hopper capacity: 4.0 yd³	
High density loading of up to 700 pounds per cubic yard of normal refuse.	
Unit manufactured in ISO 9001 Certified facility.	
BODY DIMENSIONS	
Inside body width: 91"	
Outside body width: 96"	
Inside body height: 79"	
Outside body height above chassis rail: 97"	
Overall length of the body, tailgate and loader: 246"	
Bottom hopper width: 72"	
Hopper length: 47"	
BODY CONSTRUCTION	
All materials are steel unless otherwise specified.	
Body Floor: Smooth flat floor without a trough.	
Sides & Roof: Smooth radius cornered construction	
Body sides and roof are reinforced channel construction interfacing with the 90° cast steel radius corner mainframe bolsters. Bolster are 6" x 1.75" x 7 ga. high tensile formed channel interfacing 90° cast steel radius channels at the major upper and lower connecting points of the mainframe.	
Floor is reinforced with 6" x 1.75" x 7 ga. high tensile formed structural channels located so as to withstand continuous operation at imposed loads without harmful deformation or excessive wear.	**Section 3.4**
Body roof: 12 ga., hi-tensile sheet fully welded to a full width 6" x 1.75" x 7 ga. high tensile formed structural channel roof cross members to contain and dissipate forces equally through the roof structure.	**Section 3.3**
Body sides: 10 ga., high tensile sheet, fully welded to the sidewall vertical bolsters.	**Section 3.2**
Body floor: Flat with radiused corners at the sidewalls. 7 ga., 50,000 PSI yield.	**Section 3.4**
A 24" x 64" x 0.1875", 100,000 PSI yield sheet overlay is welded to the body floor at the transition from the hopper floor to the body floor.	**Section 3.4**

HEIL LIBERTY®
TECHNICAL SPECIFICATIONS
CONTINUOUS PACKING AUTOMATED SIDE LOADING
REFUSE COLLECTION TRUCK BODY

Floor longitudinals (long members): 10" at 20-lb/ft. structural channel. Longitudinals provide a 2.7" wide sill base.	**Section 3.4**
Floor outer members: 1.75" x 6" x 7 ga., 40,000 PSI yield formed channels. Cross members are supported adjacent the long members with 6" x 16" x .375" gussets to fully support the floor. Longitudinal to longitudinal spanner members are 1" x 3" hot rolled steel bars.	
HOOPER CONSTRUCTION	
Hopper has flat floor and vertical sidewalls. The front of the hopper is a radius style and free of any corners allowing operation of the lifting device from conventional left hand or right hand drive chassis. Hopper is designed to properly handle 30-300 gallon automated side loader containers.	**Section 5.1**
Hopper longitundinals (long members) are an extension of the body 10" at 20 lb/ft. structural channels.	**Section 5.1**
Hopper floor: 1/2", ASTM-A36 steel specification.	**Section 5.2**
Hopper sides: 1/2" hot rolled steel plate per ASTM-A36 steel specifications.	**Section 5.2**
The curb side hopper wall is equipped with a replaceable rubber flap. The flap is constructed of 3 ply cord reinforced, neoprene rubber.	
PACKING MECHANISM	
A hydraulically actuated packing platen is suspended between two (2) heavy duty, self aligning hardened steel bushings. The packing platen will complete a pack sweep cycle, displacing a volume of at least three (3) cubic yards, in a maximum of 14-16 seconds with an empty body, and is capable of operating continuously so that refuse containers can be dumped with the platen in any position.	**Section 6.3**
The packing platen is fabricated from a 1/2" reinforced steel plate. The swinging platen utilizes both sides of the assembly to distribute the waste equally to both the left and right sides of the body.	**Section 6.1**
The packing platen and support bushings are capable of being greased without entering the hopper. A six (6) fitting grease manifold is located under the body so that it is accessible from the ground with the empty body resting on the body props. Two (2) additional grease fittings, accessible from ground level, are located at the side of the hopper to grease the upper and lower platen bushings.	
The packing platen is activated by two (2) hydraulic cylinders mounted under the body and connected to the packing platen using 1.25" thick steel bars. The cylinders are 5" diameter bore x 1.5" rod x 43" stroke.	**Section 6.6**
BUSTLE TAILGATE	
The tailgate must be one piece, top hinged and opens at approximately 90°.	
Tailgate is constructed of a 10 ga., high tensile sheet on rear and side walls.	**Section 8.8**
The tailgate is reinforced by a 1.75" x 6" x 7 ga., 40,000 PSI yield formed perimeter channel.	**Section 8.8**
The tailgate is secured to the body by two (2) sets of hinges at the roof line.	

HEIL LIBERTY®
TECHNICAL SPECIFICATIONS
CONTINUOUS PACKING AUTOMATED SIDE LOADING
REFUSE COLLECTION TRUCK BODY

A heavy duty rear door removable positive one piece seal of vinyl tube gasket material is installed the full length of the bottom and 14" up the sides of the tailgate to prevent leakage.	
The tailgate is raised and lowered, locked and unlocked by hydraulically actuating two (2) double acting cylinders with a 3" bore x 18.5" stroke x 1.12" diameter chrome plated rod. The cylinder retracts to unlock and raise the tailgate. Cylinder design includes an orifice fitting to prevent the rapid descent of the tailgate in the event of a hydraulic failure.	**Section 8.2**
Tailgate props are provided to be manually lowered and secured in the raised position by a positive locking device.	
LIFTING MECHANISM	
The lift base supports the lift arm, the dump arm, the level pivot, the level link, the pivot link, and the reach link. The lift base rests atop the chassis frame rails for superior vertical distribution of loads induced into the chassis frame rails. The lift base consists of a 3/4 " x 16" x 61", 50,000 PSI yield, surface plate for chassis frame mounting and is reinforced by four (4) vertical ribs for rigidity and arm pivot placement. The ribs utilize 3/4 " x 6.5", 50,000 PSI yield steel. The front-to-rear mounting length is 18".	**Section 7**
The lift arm consists of a 4.5" x 9.5" fabricated structure with a 4" x 3" structural tube to serve as support for the dump arm.	**Section 7**
The dump arm consists of a 4" x 3" structural tube that supports tri-cuff style grabbers capable of lifting 30-110 gallon containers	**Section 7**
The level pivot is a fabricated channel with a 4.7" web x 8.2" flanges x 1/4", 50,000 PSI yield steel.	**Section 7**
The level link is a 1.5" x 3" x 0.188" structural tube machined at each end for steel spherical bearings and two (2) 1.5" x 4" TGP pins.	**Section 7**
The pivot link is a 3" x 3" x 0.375" structural tube machined for a steel bushing of on the top end, and a 2" spherical bearing on the bottom end. The bearing is sealed by (2) urethane seals. Both ends are supported by two (2) 2" x 3.5" pins.	**Section 7**
The reach link consists of two (2) parallel 3" x 5" x .375" structural tubes linked midspan and properly lined bored each end for four (4) bushings, sealed by two urethane seals, and supported by one (1) 3" x 14.5" upper pin and one (1) 3" x 13.4" lower pin.	**Section 7**
The lifting mechanism is capable of lifting containers ranging from 30-300 gallons (dependent on grabber style) at level container placement, and is capable of extending, grabbing, raising, dumping, and returning a container from any position without the need to "retract" the lift arm and performs the lift cycle functions in approximately eight (8) seconds at engine idle.	**Section 7**
The lift is powered by three (3) hydraulic cylinders with cushions at each end of the stroke.	**Section 7**
Raise and reach cylinders have hardened and chrome plated rods. Control valves are direct acting feather-able air operated.	**Section 7**

HEIL LIBERTY®
TECHNICAL SPECIFICATIONS
CONTINUOUS PACKING AUTOMATED SIDE LOADING
REFUSE COLLECTION TRUCK BODY

The lift mechanism traverse the container from the point of engagement to the elevated and rotated position of discharge through a compound elliptical curve devoid of abrupt directional changes and high gravity forces to preserve container structural integrity and greatly reduce container maintenance.	**Section 7**
BODY HOIST	
The body is raised by two (2) 4.5" bore x 56" stroke, chrome plated single acting two stage telescopic cylinders. The body achieves a dump angle of approximately 30° and be lowered by gravity.	**Section 9**
Cylinder design includes an orifice fitting in the base port which prevents the rapid descent of the body in the event of a hydraulic failure.	**Section 9**
The hoist cylinders are mounted outboard of the chassis frame and trunnioned with a 2.5" solid through shaft.	**Section 9**
Two (2) 3" structural channel body props are provided to hold the empty body in a partially raised position for servicing the unit. The props have a 2" spanner channel and are secured under the body by a positive type hook latch.	**Section 9**
HYDRAULICS	
Maximum operating pressure of the system is 2400 PSI.	**Section 10**
The hydraulic pump is a front engine, crank driven, Denison tandem vane pump with electronic over-speed control. The combined flow shall be 34 GPM @ 800 RPM. The lift pump section shall flow 18 GPM @ 800 RPM. The packer panel pump section shall flow 16 GPM @ 800 RPM. The packer panel pump shall flow up to a maximum 36 GPM @ 1800 RPM. Pump is capable of full on-route operation at truck idle RPM while truck is in gear.	**Section 10.1**
The lift hydraulics operates at a working pressure of 2250 PSI.	**Section 10**
All hydraulic tubes are securely clamped to prevent vibration, abrasion, and excessive noise.	**Section 10**
All hydraulic hoses conform to S.A.E. standards for designed pressure.	**Section 10**
The hydraulic oil reservoir has a gross capacity of 40 gallons.	**Section 10**
The tank is complete with a screened fill pipe and cap, filter breather, clean out cover, oil level sight and temperature gauge, and suction line shut-off valve.	**Section 10**
The hydraulic system is protected by a three (3) micron, in tank, return line filter along with a 100 mesh (140 micron) reusable oil strainer in the suction line.	**Section 10.4**
The return line filter also includes an in-cab filter by-pass monitor, which alerts the operator or service personnel when the filter is in need of replacement.	**Section 10**
The hydraulic system operates at an acceptable temperature without the need for external hydraulic oil cooling devices.	**Section 10**
LUBRICATION	

HEIL LIBERTY®
TECHNICAL SPECIFICATIONS
CONTINUOUS PACKING AUTOMATED SIDE LOADING
REFUSE COLLECTION TRUCK BODY

All body hinges, cylinder rod ends, cylinder base trunnions and high cycle pivot are supplied with grease fittings.	
CONTROLS	
The lift controls are a combination of electric over air over hydraulic and air over hydraulic and located in the cab convenient to the operator.	
The reach and lift is direct air over hydraulic for the x-x axis and y-y axis functions to be controlled by appropriate movement of the joystick.	
The grabber functions are electric over air over hydraulic and are controlled by thumb switches on the upper portion of the joystick.	
The lift controls are self-centering type, returning to the neutral position when released. These controls direct oil flow via a three (3) section "on-command" valve.	
The body controls are electrical over hydraulic and located in the cab convenient to the operator. The hydraulic pump supplies oil to a high flow body valve which operates the packer circuit and two (2) direct acting spool valves for the body raise and tailgate raise functions. All valve components are easily serviceable without changing entire valve body.	
The packing platen is electrically controlled from within the cab. A rocker switch automatically starts the packing cycle. The packer is also capable of manual control operating in either direction. An electric limit switch and/or pressure switch is used to automatically reverse the packer.	
ELECTRICAL	
The body functions in-cab control center is provided for system functions. All body controls are electrical and in easy reach of the operator.	
All electrical wiring connectors are automotive double-seal with wiring in split convoluted loom. All wiring connections are soldered with rubber molded covering or crimp type connectors with shrink wrap. Unprotected wiring in any application is unacceptable.	
LIGHTING	
Clearance, back up, and directional lights are LED style, shock mounted in a protective housing. The entire unit is replaceable pop out style.	
Hopper and lift work lights	
Body side back assist lights	
All lights are provided in accordance with FMVSS #108, ANSI Z245.1-1999 plus mid body turn signals on each side of the body and a center brake light on the rear.	
REAR UNDERRIDE AND THE GUARD	
The body is equipped with a rear underride guard as standard equipment, to meet Federal Motor Carrier Safety Regulation 49CFR393.86, TTMA RP No. 41-02, and SAE J682 OCT. 84.	

HEIL LIBERTY®
TECHNICAL SPECIFICATIONS
CONTINUOUS PACKING AUTOMATED SIDE LOADING
REFUSE COLLECTION TRUCK BODY

PAINTING	
The entire body is properly cleaned of all dirt, grease, and weld slag before painting. Cleaning is keeping with accepted industry practices.	
A primer coat of and a two-component polyurethane enamel top coat is applied.	
The body is equipped with ICC regulation high visibility tape. Reflective tape is installed on lower body side perimeter and across rear hopper lip.	
The underside of the body and chassis is undercoated to protect from damage caused by road debris, salt, and road chemicals.	
ADDITIONAL FEATURES	
Lift cycle counter	
Dual camera system (rear and hopper views)	
Auxiliary lift controls under RH seat	
WARRANTY	
Thirty-six (36) month body warranty	

CHASSIS ELECTRICAL REQUIREMENTS:

SEE SHEET 2 △

CHASSIS LAYOUT REQUIREMENTS
△ LIBERTY / RAPID RAIL (PYTHON & RAPID RAIL LIFTS)
16-24 YARD SINGLE AXLE UNITS
CONVENTIONAL CAB CHASSIS

HEIL
THE WHEELS ARE ALWAYS TURNING

ABBREVIATIONS

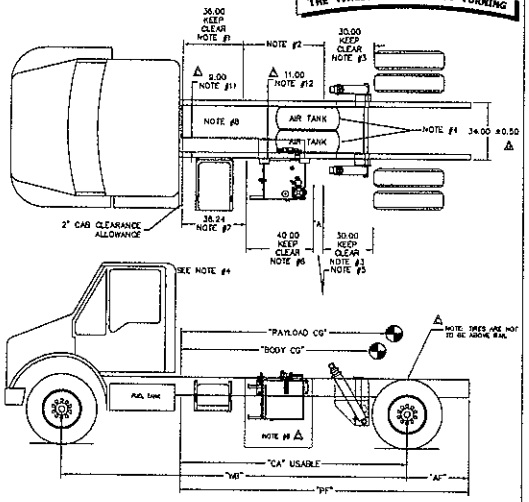
"WB" = WHEELBASE

"CA" = CAB-AXLE

"PF" = PLATFORM

"AF" = AFTERFRAME
("AF" = "PF" - "CA")

"CG" = CENTER OF GRAVITY



BODY SIZE	16 YD	20 YD	22 YD	24 YD
"WB" (TYPICAL)	206	227	227	256
"CA" (USABLE)	134	157	157	189
"PF" (MIN)	180	204	204	213
"AF" (MIN)	46	47	47	47 △
BODY "CG"	89	97	99	105
PAYLOAD "CG"	103	128	150	165
MOUNTED BODY WEIGHT(10)	10400	11000	11200	12000
TYPICAL PAYLOAD	12800	16000	17600	19200
FREE SPACE ON CHASSIS "A"	5	28	28	60

MEASUREMENTS ARE IN INCHES. WEIGHTS ARE IN LBS.

NOTE:
1) THIS AREA FOR AUTOMATED LIFT GRABBERS.
2) CHASSIS COMPONENTS MAY BE MOUNTED IN THIS AREA, BUT MAY NOT EXTEND MORE THAN 12" BELOW TOP OF CHASSIS RAIL OR EXTEND MORE THAN 12" FROM SIDE OF CHASSIS RAIL.
3) THIS AREA FOR THE HOIST SADDLE BRACKETS.
4) AIR TANKS MUST BE LOCATED INSIDE CHASSIS FRAME RAILS.
5) THIS AREA IS FREE TO BE USED BY CHASSIS COMPONENTS.
6) THIS AREA FOR HYDRAULIC RESERVOIR.
7) BATTERY BOX PREFERED MOUNTING IS UNDER CAB, OTHERWISE BATTERIES MUST BE MOUNTED ON LEFT HAND SIDE OF CHASSIS ONLY. THIS AREA MAY BE USED FOR CHASSIS COMPONENTS IF BATTERY BOX AND FUEL TANK ARE MOUNTED UNDER THE CHASSIS CAB.
8) ALL HORIZONTAL EXHAUST COMPONENTS MUST BE LOCATED INSIDE FRAME RAILS.
9) ALL CHASSIS MOUNTED COMPONENTS MUST BE MOUNTED BELOW THE TOP OF THE CHASSIS RAIL.
10) MOUNTED BODY WEIGHT DOES NOT INCLUDE OPTIONAL EQUIPMENT.
11) THIS AREA FOR PTO CLEARANCE. △
12) THIS AREA FOR SUCTION LINE CLEARANCE. △

CHASSIS	EXHAUST		
	RIGHT HAND VERTICAL	LEFT HAND VERTICAL △	HORIZONTAL △
LEFT HAND DRIVE		●	●
RIGHT HAND DRIVE	●	●	●

REQUIRES A REAR WINDOW MIN. 15 X 50 WITH NO OBSTRUCTIONS INSIDE OR OUTSIDE TO VIEW GRABBER AREA.

REV	WAS	DATE	ECO No.
D	"LIBERTY" WAS "CP PYTHON"	2-14-13	DPF13028
C	ADDED NOTES #11, #12, & TIRE NOTE. ADDED CLEARANCE SPACE DEFINITIONS. ADDED SHEET 2. IN CHASSIS ELECTRICAL REQ: MODIFIED 7, ADDED PER LIGHT.	7-25-12	7712009
B	ADDED CHASSIS WIDTH DIMENSION 34.00 ±0.50	3-22-11	DPF11038
A	IN CHASSIS ELECTRICAL REQUIREMENT 160 AMP WAS 130 AMP.	12-2-10	DPF10142

SHEET 1 OF 2

HEIL ENVIRONMENTAL
A DOVER COMPANY

REV. D 701-8648

CHASSIS ELECTRICAL REQUIREMENTS:

1) NEUTRAL SIGNAL DEDICATED FOR BODY BUILDER USE-N CAB
2) BRAKE SIGNAL DEDICATED FOR BODY BUILDER USE-N CAB
3) R-STATION SIGNAL DEDICATED FOR BODY BUILDER USE-N CAB
4) BATTERY SHUT-OFF
5) 160 AMP ALTERNATOR-MINIMUM △
6) THROTTLE LIMIT CAPABILITY FOR NON-OPERATE IN GEAR SYSTEM
7) 15 AMP CIRCUITS PER LIGHT FOR ALL LIGHTS △

CHASSIS LAYOUT REQUIREMENTS
△ LIBERTY / RAPID RAIL (PYTHON & RAPID RAIL LIFTS)
16-24 YARD SINGLE AXLE UNITS
CONVENTIONAL CAB CHASSIS

HEIL
THE WHEELS ARE ALWAYS TURNING

△

CHASSIS INFORMATION	PMSS SIGNALS AT BACK OF CAB (NOT ON THE FRAME RAIL	COMMON INTERFACE	SEPARATE TURN AND BRAKE SIGNALS	MULTIPLEX PROGRAMMING FROM CHASSIS MANUFACTURER	NOTES:
MACK MRU/LEU	CONTROL LINK - SALES CODE M110003 FOR MRU, 8830030 FOR LEU	CONTROL LINK II - SALES CODE M110003 FOR MRU, 8830030 FOR LEU	STANDARD	N/A	M110003 GETS THE UPRIGHT CENTER PANEL. IF THE UPRIGHT CENTER PANEL IS NOT DESIRED THEN USE CODE 8830030.
MACK GRANITE	BODY LINK III - SALES CODE 8830026	N/A	STANDARD	N/A	THE PMSS CONNECTOR FOR THE BODY LINK III IS DIFFERENT FROM THE ONE FOR THE CONTROL LINK.
AUTOCAR	LOCATED IN CAB - NO CODE NEEDED	NO CODE NEEDED; ALL SIGNALS ARE STANDARD	STANDARD	N/A	USES HEIL INSTALLED/DEVELOPED COMMON INTERFACE CABLE FOR AUTO-NEUTRAL APPLICATIONS USE SALES CODES 269001 or 269027.
HINO	STANDARD - BUT COMBINED STOP/TURN	N/A		N/A	USES HEIL INSTALLED/DEVELOPED COMMON INTERFACE CABLE.
INTERNATIONAL	ORDER CODE: 0616AB	N/A	N/A	CUSTOM	12V7A FOR CORRECT ENGINE/PTO
OEC	STANDARD	STANDARD	STANDARD	N/A	
UD	N/A	N/A	N/A	N/A	
FREIGHTLINER	SALES CODE: 353-026	SALES CODE: 34C-001, 148-076, 183-006, 897L-005	294-048	N/A	34C-001 GETS THE TRANSMISSION INTERFACE AT THE FRONT WALL (GRAY PLUG). 148-076 IS THE ENGINE SPEED CONTROL WITH FIXED SINGLE SPEED, LOCATED BEHIND THE DASH (183-006) WITHOUT ANY INTERLOCKS (87L-005) - USES HEIL INSTALLED/DEVELOPED COMMON INTERFACE
PETERBILT	STANDARD	214-0150 THROTTLE AT FIREWALL	STANDARD	N/A	TALKING WITH PETERBILT ENGINEERING TO POSSIBLY INCLUDE COMMON INTERFACE.
KENSWORTH	REQUIRES OPTIONAL BODY CONNECTOR	REQUIRES OPTIONAL REMOTE PTO HARNESS	ORDER CODE: 8072022	N/A	

SHEET 2 OF 2

HEIL ENVIRONMENTAL
A DOVER COMPANY

REV. D 701-8648

Ingram Equipment Company, LLC.

Refuse Equipment Sales, Service & Parts

Hattiesburg, MS

Body Service & Inspection Details

*Exterior inspection of body & internal weldments.
*Test battery disconnect switch.
*Inspect battery box, mounting, hold-downs, terminals, cables and fluid levels.
*Inspect condition of safety props & alarms.
*Lubricate and inspect operation of side body door.
*Inspect all safety switches & adjust as needed.
*Inspect condition of steps & ladders.
*Inspect & adjust throttle advance linkage as needed.
*Grease entire unit with special attention to blade & tracks.
*Replace grease fittings as needed.
*Inspect for abnormal wear to pins, bushings & wear pads.
*Inspect cylinders for leaks & rod end damage.
*Inspect all steel hydraulic lines & hoses for wear, leaks, proper routing and clamps.
*Inspect operation of all lights & electrical functions.
*Inspect wiring harness for damage.
*Inspect tailgate seal.
*Inspect the operation of tailgate locks.
*Inspect body mounts.
*Inspect the operation of all valves, blocks, and tippers if applicable.
*Check for proper detent, pressures and overall cycle-time.
*Inspect operation of pump & PTO.
*Check chassis coolant level, inspect engine compartment and drivetrain for leaks.
*Inspect for correct operation of all chassis lights.
*Inspect condition of hydraulic fluid which includes oil sampling test. Lab results sent to customer.
*Reset all pressure as needed.
*Change hydraulic filter every (6) months.
*Gasket & Seal Kit installed every (12) months.
*Tailgate seals will be changed every (12) months.
*Hydraulic fluid will be changed every (12) months.

Term: (90) Day Cycle for (3) Years

Please note that while completing these inspections we will address warranty issues on your behalf within the guidelines of your Heil warranty package. Additionally, any damaged and/or worn parts will be brought to your attention for immediate repairs. Quotes will be generated for approval prior to any additional repairs needed outside of the Fleet Maintenance Agreement.

SERVICE AGREEMENT-CHASSIS SERVICE & INSPECTION

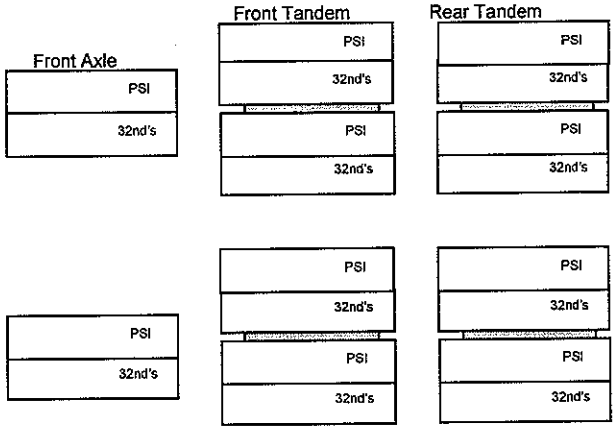
Service Authorization #: _____

CUSTOMER / FLEET NAME	DATE	ODOMETER / ENGINE HOURS / FUEL	REPAIR ORDER #
ADDRESS		UNIT NO.	VIN # (LAST 7 DIGITS)	VEHICLE MAKE & MODEL
CITY, STATE / PROVINCE, ZIP / POSTAL CODE		PHONE	DEALER NAME & CODE

COMPLETE ALL OF THE INSPECTION AND SERVICE POINTS ACCORDING TO THE SERVICE WORKED ON AND INDICATE:
√ = OK O = REPAIR REQUIRED X = REPAIR COMPLETED NA = NOT APPLICABLE

CIRCLE INSPECTION:	S
Physical Damage, Sheet Metal, Frame & X-members Grill & Radiator, Wheels, Bumpers	
Air Leaks	
Headlights – High & Low Beams	
Road Lights	
Clearance Lights / Reflectors	
Turn Lights	
Brake Lights	
Emergency Flasher	
Backup / Load Lights	
License Plates, Permits & Mounting	
Mud Flaps / Serviceable	
Fuel Tank Mounting / Filler Cap in Place	
Fuel Crossover Line (Droop, Damage) If equipped	
Fuel Leaks	
Exhaust System-Condition, Leaks & Mounting Bolts	
INITIAL DRIVE IN:	**S**
Clutch Pedal Free Travel	
Glass for Cracks or Chips	
Interior Lights	
Cranking System Operation	
Gauges / Warning Lights – Illumination / Operational:	
Maintain Low Idle	
Oil Pressure	
Low Air Pressure Warning Devices	
Air Cleaner Restriction Gauge	
Electronic Warning Module / A&B Cluster Lights On/Off	
Windshield Wiper / Washer Condition & Operation	
Horns (Electric & Air)	
Mirrors / Heated / Motorized Operation	
Service Indicator Reset	
Drain Water from Air Tanks	
REAR FRAME:	**S**
5th Wheel Mounting & Condition / Check Adjustment / Handle Locked	
Air Lines & Glad-hands	
Trailer Light Cord & Connectors	
Pintle – Hook / Eye Mounting & Condition	
Inner & Outer Hub Seals Leaks	
Spring Shackles & Hanger Brackets	
Spring Leaves / Bushings / Shocks / Air Bags	
Radius Rods / Torque Arms	
BATTERIES:	**S**
Battery & Cable Condition	
TIRES & WHEELS:	**S**
Missing Valve Caps / Tighten Stem Locks	
Cracks Or Loose Wheel Lugs	
Tandem Mating / Tire Clearance	
Irregular Wear / Air Leaks	
Tire Pressure (Record in Space Provided at Top Right)	
Remaining Tread (Record in Space Provided at Top Right)	

TIRE INSPECTION
Enter Tire Air Pressures Before Adjustment



Air Pressure Adjusted to: _____, _____.
Front Tires Rear Tires

ENGINE OIL CHANGE / CHASSIS LUBE – BEGIN:	S
Engine Oil Analysis –Take Sample (See PM Service Work Authorization)	
Remove Engine Oil Pan Drain Plug / Drain Oil	
Inspect Engine Oil Drain Plug for Debris	
Verify Replacement Filters Part Numbers	
Lubricate Door Hinges & Latches	
Chassis Lubrication / 5th Wheel / Drive Line / Fan Hub	
UNDER VEHICLE:	**S**
Rear Axle Leaks & Lubricant Level	
Rear Axle Breathers – Clear	
Drive Lines – U-Joints & Slip Yokes	
Brake Hoses - Cracks, Chafing any damage extending thru Outer Ply	

Brakes: Lining Remaining – Estimate of thickness – NO DISASSEMBLY

Check 1 measure per column.	Front Axle Left	Front Axle Right	Front Tandem Left	Front Tandem Right	Rear Tandem Left	Rear Tandem Right
½ " or more →	☐	☐	☐	☐	☐	☐
¼ " to ½ " →	☐	☐	☐	☐	☐	☐
Less than ¼ " →	☐	☐	☐	☐	☐	☐

Drum Condition: Visual Inspection: (Good, Fair, Bad) – NO DISASSEMBLY

Check 1 measure per column.	Front Axle Left	Front Axle Right	Front Tandem Left	Front Tandem Right	Rear Tandem Left	Rear Tandem Right
Good →	☐	☐	☐	☐	☐	☐
Fair →	☐	☐	☐	☐	☐	☐
Poor →	☐	☐	☐	☐	☐	☐

Transmission Leaks & Lubricant Level	
Engine Oil Pan Plug - Reinstall	
Steering Gear – Cracks & Leaks, Mounting brackets loose fasteners	
Steering Shaft Splines & Joint(s)	
Pitman Arm	
Drag Link	
Steering Arms	
Tie Rod Arms	
Tie Rod Ends	
Radius Rods / Torque Arms	
Spring Shackles & Hanger Brackets	
King Pin Wear	
Spring Leaves / Shocks / Air Bags	
Front Hub Lubricant Level / Leaks	

ENGINE COMPARTMENT	S	TECHNICIAN'S COMMENTS:
Oil Filter(s) – Replace		
Fuel Filter(s) – Replace		
Fuel Water Separator – Replace (See PM Service Work Authorization)		
Engine Oil - Replace		
Check for Leaks: Engine Oil / Fuel		
Engine Oil Level		
Steering Gear Fluid Level		
Check Hydraulic Brake Fluid Level (Medium Duty if Applicable)		
Drive Belt(s) Condition		
Check Water Pump - Leaks		
Engine Block Heater (Continuity Test)		
Hose Condition & Connections		
Coolant Level		
Coolant - Take Sample		
Coolant – Check for sign of oil and/or debris ☐ Pass ☐ Fail		
Coolant – Check Freeze Point (use Refractometer) ☐ Pass (-25°F to -50°F) ☐ Fail (above -25°F or below -50°F) Coolant Protection (Freeze Point) : _____° (degrees Fahrenheit)		
Coolant: Check Corrosion Protection ☐ Conventional Coolant Verify Color ☐ Pink or Purple ☐ Green ☐ Brown ☐ Other Check Supplemental Coolant Additive Conditioner to Mfg Spec. ☐ SCA's OK ☐ Undercharged ☐ Overcharged Or ☐ Extended Life Coolant (ELC) Check for ELC Label/Sticker Verify Color ☐ Red Check for Corrosion Protection with **ELC Testing Kit** ☐ Adequate Protection (Pass) ☐ Lacks Protection (Fail)		
Replace Coolant Filter (If Applicable – See PM Service Work Authorization)		

DOT INSPECTION EXPIRATION DATE:

/ /

DAY / MONTH / YEAR

OTHER - INSPECTIONS EXPIRATION DATE:

/ /

DAY / MONTH / YEAR

DRIVER'S COMMENTS:

FOR DEALERSHIP USE ONLY

☐ **This Inspection has been completed.**

VIN #: _____

(Last 7 Digits Required)

INSPECTED BY: _____

APPROVED BY: _____

I acknowledge that all items noted on this form as requiring repair(s) have been explained to me. I further accept responsibility for all items indicated on this form requiring repair, that were not repaired at my direction, and shall indemnify and hold harmless the Dealer, their officers, directors, and employees, from and against any and all claims, suits, damages, costs, losses, and expenses, including attorney's fees, in any manner resulting from or arising out of the failure of an unrepaired part, component or system.

_____

APPROVED BY:

CUSTOMER SIGNATURE REQUIRED HERE

Ingram Equipment Company, LLC

11 Monroe Drive
P.O. Box 1907
Pelham, AL 35124
(Voice) 205-663-3946 (Fax) 205-663-4816

Equipment Sales, Service & Rental

May 8, 2014

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403

RE: Buy Back Offer – (10) Automated Side Loaders

Dear Gentlemen:

Ingram Equipment Company, LLC ("Ingram") hereby offers to purchase the automated side loading refuse collection trucks as identified in our attached bid response according to the following schedule:

Term	End of Term Purchase Guarantee
36 Months	$109,704.02 Each
48 Months	$ 87,763.22 Each

Notwithstanding the foregoing, Ingram's offer to purchase the Equipment is contingent upon the return of the Equipment by the City of Hattiesburg, at the conclusion of the term, in full and complete satisfaction of and compliance with all of the "Equipment Buy-Back Terms, Conditions and Limitations" which are attached to this letter.

If you are willing to accept the terms of this offer to purchase, please sign the enclosed counterpart of this letter at the place shown below.

Thank you very much.

Sincerely,
Ingram Equipment Company, LLC

By: Jeff Martin
General

The City of Hattiesburg hereby accepts the offer set forth above.

DATED THIS _____ DAY OF _____, 2014.

City of Hattiesburg

By: _____
Its _____

Trade-In Equipment
Terms, Conditions & Limitations

At the time a vehicle is turned in, it must be capable of passing any applicable state and federal safety and emissions inspection. It must also meet or exceed the following Terms and Conditions. These requirements have been carefully defined to establish the operating condition of a used truck, as agreed to by both the seller and the buyer.

General

1. The purchaser reserves the right to inspect the vehicle prior to the trade-in date.
2. All standard and optional equipment, on or in truck chassis, must be in good working order, must be roadworthy, and must be on the truck as delivered.
3. Truck must pass DOT inspection and be able to go in service without any repairs.
4. Any unit that has been wrecked and sustained damages greater than 15% of the original contract price must be disclosed. **The purchaser reserves the right to reject any and all units that have not been repaired in accordance with acceptable standards or workmanship.**
5. Units (including bodies) must be maintained in accordance to the original manufacturer's published maintenance requirements. At the sole discretion of Ingram Equipment Co., LLC., proof of maintenance may be required before unit turn-in.
6. Vehicles must have a minimum of twenty (20) gallons of fuel at turn-in time.

Documents

1. A current Federal Annual and State (if applicable) inspection sticker valid for at least 120 days after the date of return must be on vehicle at time of delivery.
2. Payment for the truck will not be made until Ingram Equipment Company, LLC receives clear title/ownership. Truck must be free and clear of all liens and encumbrances.

Engine

1. Engine must be the original engine produced in the truck. If the engine has been replaced, owner must identify it as such and valuation may be altered based on engine age, mileage and other factors.
2. Engine must operate at a minimum of 80% of the original manufacturer's rated horsepower after allowing for driveline losses and as verified by a chassis dynamometer test.
3. Engine must be mechanically sound and within the manufacturer's specifications relating to oil pressure, coolant temperature and pressure and fuel pressure. Engine must have no leaks and be free from contamination. Crankcase blow-by must be within specification. Engine password must be cleared.
4. Engine air compressor must meet the manufacturer's performance specifications and must not exceed the manufacturer's maximum tolerances for oil blow-by (oil blown into the air system).
5. Batteries, starter, alternator and other ignition system components must be in sound condition. Batteries must be original CCA rating, capable of holding a charge and start the truck unassisted.
6. Air conditioning compressor must be operational and system must be free from defects and operate as intended.

Drivetrain

1. Clutch, Transmission, front and rear axles must be roadworthy and free from defects with no visible bends, cracks or leaks.
2. The clutch must be in adjustment or must be replaced if it cannot be adjusted to within acceptable tolerances.
3. Allison automatic transmission must shift smoothly and operate as originally intended.

Trade-In Equipment
Terms, Conditions & Limitations

Brakes

1. Brake linings must have at least 50% remaining wear. Brake drums must be free from breaks or cracks and cannot be worn in excess.

Tires

1. Steer: Matched original equipment tread type tires. Minimum 9/32" tread depth measured at the lowest point. Recaps are not acceptable.
2. Drive: Matched original equipment tread type tires. Minimum 12/32" tread depth measured at the lowest point. Recaps are acceptable – must be first time recapped casings
3. All tires must be free from cuts, bulges, gouges and have no irregular tread wear pattern, such as dishing, cupping, edging, feathering, etc.

Cab / Bodies and Equipment

1. Paint and/or body damage must not exceed $500.00 total per unit, including, but not limited to, the sheet metal, bumper, grill, fuel tanks, fairings, dents, rust damage, etc, etc.
2. All decals, permits, unit numbers and any other customer installed identification must be removed and done so in a manner as to not damage the original paint. Any damage resulting from de-identifying the truck must be repaired.
3. Upholstery must be free from tears or open seams. Tears, open seams, holes and punctures must be repaired.
4. All glass shall be free from cracks, chips and scratches.
5. Dash panel and interior trim pieces must not be missing and must be free from holes, cracks and/or breaks.
6. All instruments, gauges, warning lights, radio, switches and knobs must be free from defect and operate as originally intended.
7. Bodies such as dump, refuse, flatbed, etc must be free from defects and perform as originally designed for by the manufacturer.
8. There shall be no leaks of the hydraulic system.
9. Any repairs performed on body, including its hydraulic system, must be made with original equipment parts.

VL

QUOTE

QUOTE #	201400375
DATE	3/5/2014

SANSOM Equipment Company

City of Hattiesburg

TO Larry Barnes
P.O. Box 1898
Hattiesburg, Mississippi, 39403
(601) 674-1596

Blake McCool
(318) 955-0363
blake@secequip.com

QUOTE STATUS	FREIGHT	PAYMENT TERMS	DELIVERY IN DAYS
General Quote	Included	Net	Approx. 180 DAYS

QTY	DESCRIPTION
1	24 yd Dump -Complete Mount, Front Mount Tandem Vane Pump, All LED Body Lights, including reverse and license plate, (2) Round Strobe Lights Upper Tailgate, 10 lb. Fire Extinguisher, Triangle Kit, Dual Camera 5.6 LCD (Rear View and Bulkhead facing hopper), Standard Acrylic Paint White, ARM Powder Coat Yellow, Zinc Plated Tubes, Induction Hardened Pack Cylinders with Scrapers, Quick Disconnect Port for Pressure Gauge, Arm Joystick on Console, 1 year warranty on Body, Arm, Hydraulics Standard, 2 year warranty on cylinders.
1	3-Year Arm Warranty (cylinders not included)
1	3-Year Hydraulic Warranty (cylinders not included)
1	3-Year Body Warranty
1	Precrusher Panel
1	3-Year Cylinder Warranty
1	Hopper Access Ladder
1	Arm Controls Rocker Switches Under Seat
1	Strobe Light Package (Integrated Strobe System) ((2) round lights mounted lower tailgate)
1	Strobe Light (Surface Mount)
1	Halogen Work Lights (1 Light in Hopper and 1 curbside toward arm)
1	Arm Cycle Counter

1	2015 Freightliner Conventional Cab Chassis with Dual Sitdown Drive
	Four (4) year chassis, engine, and transmission warranty included in chassis price

TOTAL	$199,703.00

each

Does Not Include any Federal, State, or Local Taxes

To accept this quotation, sign here and return: _____

Thank You For Your Business!

LOCATIONS:

☆ TRADE IN INFO IS Attached

☆ WE MEET ALL SPECIFICATIONS

SPECIFICATIONS FOR: TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODIES FOR THE HATTIESBURG PUBLIC WORKS DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

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, May 8, 2014, 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
TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODIES FOR THE HATTIESBURG PUBLIC WORKS DEPARTMENT
SUBMITTED BY 10:00 A.M. MAY 8, 2014

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 8th day of April A. D., 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett (DC)

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: 2014-1099

File ID:	2014-1099	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/06/2014
Brief Title:	Sale of grave spaces			**Final Action:**	
				Minute Book Number:	MB2014-146

Title:
Approve the sale of grave spaces, per attached memo.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	April 2014 CEmetery Deeds, April 2014 Grave receipts, executed April 2014 Cemetery Deeds	**Enactment Number:**	
Contact:		**Meeting Date:**	05/20/2014
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014					

Text of Legislative File 2014-1099

Title
Approve the sale of grave spaces, per attached memo.

Summary
Grave sales.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of 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 Bert Brenard Fells subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Northwest Quarter(NW1/4)

Lot Number 57 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 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY 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 Connie Everett, Mayor and Deputy 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 20th day of May, 2014.

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 Marlyn McIntire subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Southwest Quarter(SW1/4)

Lot Number 165 Section Number:25

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 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY 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 Connie Everett, Mayor and Deputy 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 20th day of May, 2014.

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 Mary Gilbert subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northeast Quarter(NE1/4)

Lot Number 46 Section Number:35

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 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY 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 Connie Everett, Mayor and Deputy 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 20th day of May, 2014.

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,Michelle Cranford subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 83 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 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

DEPUTY 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 Connie Everett, 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 20th day of May , 2014.

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 Lee Walker subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half(E1/2) of the Northeast Quarter(NE1/4)

Lot Number 81 Section Number:29

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 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY 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 Connie Everett, Mayor and Deputy 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 20th day of May, 2014.

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 Charles Strickland subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 83 Section Number:37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY 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 Connie Everett, Mayor and Deputy 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 20th day of May, 2014.

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 Carol A Rayborn subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 64 Section Number:37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY 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 Connie Everett, Mayor and Deputy 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 20th day of May, 2014.

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 THREE HUNDRED AND NO/100 Dollars ($300.00), 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 Jeff Roe Lott subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW1/4)

Lot Number : 73 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing Two (2) 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 20th day of May, 2014.

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 Connie Everett Mayor and Deputy 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 20th day of May, 2014.

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars ($45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jkhi Amari Tarvin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #5

Lot Number: 1 Section Number: 3

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 20st day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY 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 Connie Everett, 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 20st day of May, 2014.

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 Ozell Barnessubject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 77 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 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY 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 Connie Everett, Mayor and Deputy 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 20th day of May, 2014.

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 Reginald Johnson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2)
of the
Northwest Quarter (NW¼)

Lot Number : 49 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May, 2014.

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 Connie Everett 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 20th day of May, 2014.

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 Paul Barber, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2)
of the
Southeast Quarter (NW¼)

Lot Number : 142 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 20th day of May, 2014.

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 Connie Everett 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 20th day of May, 2014.

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 Juanita Stoutamire subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 39 Section Number:35

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 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY 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 Connie Everett, Mayor and Deputy 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 20th day of May, 2014.

My Commission Expires: NOTARY PUBLIC

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4/11/ 2014

SOLD TO:

~~Mr.. Mrs. Miss~~ Michelle Cranford

ADDRESS 111 Perry Lee Drive Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

~~—~~ ~~1/2~~ NE 1/4 Lot No. 83 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Nadyn K Hinton

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-25 2014

SOLD TO:

Mr.. Mrs. Miss Reginald Johnson

ADDRESS 622 New orleans St, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 49 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bowne

Supt. of City Cemeteries

Mail to
103 Bliarwood Dr
Hattiesburg MS 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4 24 2014

SOLD TO:

Mr.. Mrs. Miss Jeff Roe Lott

ADDRESS 116 Anita Dr. Hattiesburg MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 SW 1/4 Lot No. 73 Section No. 2 in South Hill Cemetery

Number of grave spaces 2 Price per grave space $ 150.00

Price Received $ 300.00

CITY OF HATTIESBURG, MISSISSIPPI

By Cole H Williams

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-16- 20 14

SOLD TO:

Mr.. Mrs. Miss Charles Strickland

ADDRESS 118 Saucier Dr Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 83 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Jack H Williams

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-12 20 14

SOLD TO:

Mr.. Mrs. Miss Mary Gilbert

ADDRESS 5252 U.S. 49 south Hattiesburg MS 3940

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 46 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Jack H Williams

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4/11/ 2014

SOLD TO:

~~Mr.. Mrs. Miss~~ Bert Brenard Fells

ADDRESS 1703 1st Terrace Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 57 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

K 2001

CITY OF HATTIESBURG, MISSISSIPPI

By Adelun K Hutton

Mail to:
18 Serene Hills
Hattiesburg, MS 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-30- 20 14

SOLD TO:

Mr.. Mrs. Miss Juanita Stoutamire

ADDRESS 710 Hall Ave, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 34 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Ck# 1004

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-29 20 14

SOLD TO:

Mr.. Mrs. Miss Jakhi Amari Tarvin

ADDRESS 310 Bolden St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 1/4 Lot No. 1 Section No. 3 in Highland Cemetery

Infant Space #5

Number of grave spaces Price per grave space $ 45.00

Price Received $ 45.00

Ck # 242

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

2 spaces Cash

Hattiesburg, Miss., 04-28 20 14

SOLD TO:

Mr.. Mrs. Miss Ozell Barnes

ADDRESS 1201 ~~Ferry~~ Cherry St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 77 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-22 2014

SOLD TO:

Mr.. Mrs. Miss Eddie Lee Walker

ADDRESS 1800 Edwards St. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NE 1/4 Lot No. 81 Section No. 29 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175

CITY OF HATTIESBURG, MISSISSIPPI

By John H Williams
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4 19 2014

SOLD TO:

Mr.. Mrs. Miss Carol A Rayborn

ADDRESS 609 Magnolia Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 64 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By John H Williams
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-18- 2014

SOLD TO:

Mr.. Mrs. Miss Marlyn McIntire

ADDRESS 605 Phoenix Cr. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 165 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By John H Williams

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-24 20 12

SOLD TO:

Mr.. Mrs. Miss Paul Barber

ADDRESS 1500 Country Club Rd. apt D1 Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SE 1/4 Lot No. 142 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150 00

Price Received $ 150 00

CITY OF HATTIESBURG, MISSISSIPPI

By Jack H Wilkins

Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Bert Brenard Fells subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Northwest Quarter(NW1/4)

Lot Number 57 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 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY CITY CLERK

Johnny L DuPree
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy 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 20th day of May, 2014.

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 Marlyn McIntire subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Southwest Quarter(SW1/4)

Lot Number 165 Section Number:25

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 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY 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 Connie Everett, Mayor and Deputy 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 20th day of May, 2014.

My Commission Expires: ID NO. 67654 Commission Expires 02/12/2016

NOTARY PUBLIC

STATE OF MISSISSIPPI LERMAS EATON NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of 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 Mary Gilbert subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northeast Quarter(NE1/4)

Lot Number 46 Section Number: 35

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 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY CITY CLERK

Johnny L DuPree
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 Connie Everett, Mayor and Deputy 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 20th day of May, 2014.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
HERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of 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, Michelle Cranford subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 83 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 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY CITY CLERK

Johnny L. DuPree
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 Connie Everett, 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 20th day of May, 2014.

STATE OF MISSISSIPPI KERRY EATON ID NO 87654 Commission Expires 02/13/2016 NOTARY PUBLIC FORREST COUNTY

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Eddie Lee Walker subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half(E1/2) of the Northeast Quarter(NE1/4)

Lot Number 81 Section Number:29

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 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY 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 Connie Everett, Mayor and Deputy 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 20th day of May, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
CHARLENE LAWRENCE
ID NO. 97654
Commission Expires
03/12/2016
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of 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 Charles Strickland subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 83 Section Number:37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY CITY CLERK

Johnny L DuPree
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy 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 20th day of May, 2014.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Carol A Rayborn subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 64 Section Number:37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY 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 Connie Everett, Mayor and Deputy 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 20th day of May, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
ID NO. 67654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars ($300.00), 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 Jeff Roe Lott subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW1/4)

Lot Number : 73 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing Two (2) 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 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett (bc)
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 Connie Everett Mayor and Deputy 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 20th day of May, 2014.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars ($45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jkhi Amari Tarvin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #5

Lot Number: 1 Section Number: 3

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 20st day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY 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 Connie Everett, 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 20st day of May, 2014.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ozell Barnessubject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 77 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 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY CITY CLERK

Johnny L DuPree
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 Connie Everett, Mayor and Deputy 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. Missis

Given under my hand and official seal of office on this, the 20th day of May, 2014.

My Commission Expires: NOTARY PUBLIC

ID NO. 67984
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
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 Reginald Johnson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2)
of the
Northwest Quarter (NW¼)

Lot Number : 49 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett (sc)
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 Connie Everett 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 20th day of May, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

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 Paul Barber, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2)
of the
Southeast Quarter (NW¼)

Lot Number : 142 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 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett (DC)
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 Connie Everett 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 20th day of May, 2014.

My Commission Expires:

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/...
NOTARY PUBLIC
...COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Juanita Stoutamire subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 39 Section Number:35

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 20th day of May, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett (DC)
DEPUTY 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 Connie Everett, Mayor and Deputy 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 20th day of May, 2014.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID NO. 67654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

City of Hattiesburg, MS

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

Master

File Number: 2014-1120

File ID:	2014-1120	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/12/2014
Brief Title:	Proof of publications			**Final Action:**	
				Minute Book Number:	MB2014-146

Title:
Acknowledge proof of publications for the month of April 2014.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Proof of publications April 2014	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014					

Text of Legislative File 2014-1120

Title
Acknowledge proof of publications for the month of April 2014.

Summary
Proof of publications.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
O200462343
Tax Increment Financing Plan, " Midtown

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held on, May 5, 2014, at 4 P.M., at the City Hall, 200 Forrest Street, Hattiesburg, Mississippi, on the Tax Increment Financing Plan, " Midtown Hattiesburg Project, City of Hattiesburg, Mississippi, 2014" (the "TIF Plan") for consideration by the City Council. The City of Hattiesburg (the "City") proposes to use the TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan, Hattiesburg, Mississippi, and further, to designate the project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is a proposal that the City, acting on behalf of itself and Forrest County (the "County"), will issue Tax Increment Financing revenue Bonds or Notes (the "Bonds") in one or more series in an amount not to exceed Fifteen Million Dollars ($15,000,000) in order to provide funds necessary to pay the cost of constructing various public infrastructure improvements of the project including, but not limited to, installation of utilities such as water and sanitary sewer; and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, construction of public and private parking facilities, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way necessary; and other properties for the installation of the infrastructure improvements described hareinabove; capitalized interest, engineering; TIF Plan preparation fees; other incidental costs; and related professional fees for the Project. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health, and welfare. A more detailed scope of work including budgets will be identified in development agreements and/or security and reimbursement agreements with developers as necessary and appropriate.

Proceeds of the Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Mississippi Annotated § 21-45-1, et seq.

Bonds if and when issued shall be secured solely by a pledge by the City of up to one hundred percent (100%) of the incremental increase in ad valorem tax revenues on real and personal property generated by construction and development in the TIF District, as described in the TIF Plan, and will never be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes set forth above. The City intends to enter an Inter-local Agreement with Forrest County, Mississippi (the "County"), pursuant to the Regional Economic Development Act to support the Project and allow for efficient use of proceeds of the Bonds. The County is expected to pledge up to one hundred percent (100%) of the incremental increase in ad valorem real and personal property taxes generated by development in the TIF District to support the Project.
The Bonds will likewise never be a general obligation of the County secured by the full faith, credit and taxing power of the County. If deemed necessary and appropriate, the City and the County may require additional security from developers of Projects. If and when a project arises, it is expected that bonds will be issued for a term of up to 15 years.

Construction of the project and payment of the Bonds issued pursuant to the TIF Plan will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes by the City or County.

The City and the County may exercise their authority under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the "Act"), individually or jointly, pursuant to an inter-local Cooperation Agreement as authorized by the Mississippi Code annotated § 21-45-3 et seq.

Witness my signature and seal, this the 8th day of April, 2014.

Connie Everett
Connie Everett
Deputy City Clerk

(SEAL)

Publish: April 18, 2014.

0200462343-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

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:

4/18/2014

Size: 733 words / 2.00 col. x 93.00 lines
Published: 1 time(s)
Total: $95.96

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/18/2014.

Jennifer J. Brogdon
Notary Public

April 18, 2014
Date

(SEAL)

ID # 90611
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016

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PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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H12998
CITY OF HBURG,
0200462828
Darlene Thomas

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Darlene Thomas, of Image Signs, Petitioner, on behalf of Ephesus Seventh Day Adventist Church, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request variances from Article 5, Section 95.07 (2C) and (2D), and which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet, that may not be internally illuminated and instead allow internal illumination, and height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet, for a certain property, located at 500 Holveston Road (Parcels #0385-21-009.00, PPIN #27423, Ward 5). The subject property is zoned R-1A (Single Family Residential) District. Said property being more particularly described as follows, to-wit:

A part of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter (SW¼ of the NE¼ of the NE¼) of Section 21, Township 4 North, Range 13 West, in the County of Forrest State of

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

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:

4/19/2014

Size: 577 words / 1.00 col. x 136.00 lines
Published: 1 time(s)
Total: $74.24

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/19/2014.

Jennifer J. Brogdon
Notary Public

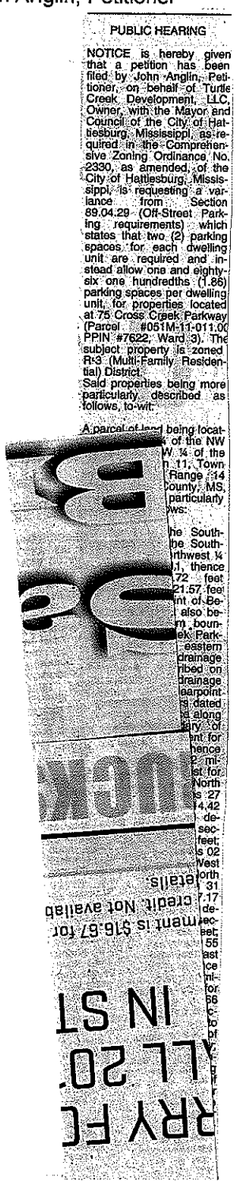
April 19, 2014
Date

STATE OF MISSISSIPPI NOTARIAL (SEAL) PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200462829
John Anglin, Petitioner



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by John Anglin, Petitioner, on behalf of Turtle Creek Development, LLC, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance, No. 2330, as amended, of the City of Hattiesburg, Mississippi, is requesting a variance from Section 89.04.29 (Off-Street Parking requirements) which states that two (2) parking spaces for each dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit, for properties located at 75 Cross Creek Parkway (Parcel #051M-11-011.00 PPIN #7622; Ward 3). The subject property is zoned Rt3 (Multi-Family Residential) District.

Said properties being more particularly described as follows, to-wit:

A parcel of land being locat- of the NW W. ¼ of the n. 11, Town Range 14 County, MS, particularly ws:

he South- be South- rthwest ¼ 1, thence 72 feet 21.57 feet nt of Be- also be- m boun- ek Park- eastern drainage ribed on drainage earpoint- ra dated st along ary of nt for hence 2 mi- et for North s 27 4.42 de- sec- feet; s 02 West orth 31 7.17 de- eet; 55 ast ce mi- for 66 C- to bf Y: p r

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ment is $16.57 for credit. Not availab details.

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PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

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:

4/19/2014

Size: 721 words / 1.00 col. x 167.00 lines
Published: 1 time(s)
Total: $91.52

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/19/2014.

Jennifer J. Brogdon
Notary Public

April 19, 2014
Date

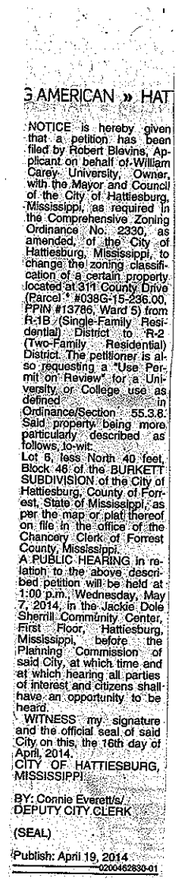
(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200462830
Robert Blevins



G AMERICAN » HAT

NOTICE is hereby given that a petition has been filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain property located at 311 County Drive (Parcel # #038G-15-236.00, PPIN #13786, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. Said property being more particularly described as follows, to-wit:

Lot 5, less North 40 feet, Block 46 of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, May 7, 2014, 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 16th day of April, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett/s/
DEPUTY CITY CLERK

(SEAL)

Publish: April 19, 2014

0200462830-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

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:

4/19/2014

Size: 267 words / 1.00 col. x 65.00 lines
Published: 1 time(s)
Total: $37.04

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/19/2014.

Jennifer J. Brogdon
Notary Public

April 19, 2014
Date

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2015
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200462831
Robert Blevins

NOTICE is hereby given that a petition has been filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain property located at 611 Shelton Ave (Parcel #039C-15-235.00, PPIN #13787, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. Said property being more particularly described as follows, to-wit:
The North 40 feet of Lot 6, Block 46 of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, May 7, 2014, 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 16th day of April, 2014.
CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett/s/
DEPUTY CITY CLERK

(SEAL)

Publish: April 19, 2014
0200462831-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

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:

4/19/2014

Size: 274 words / 1.00 col. x 66.00 lines
Published: 1 time(s)
Total: $37.88

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/19/2014.

Jennifer J. Brogdon
Notary Public

April 19, 2014
Date

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200462832
Robert Blevins

NOTICE is hereby given that a petition has been filed by Robert Blevins; Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain property located at 609 Shelton Avenue (Parcel #038G-15-237.00, PPIN #13785, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. Said property being more particularly described as follows, to-wit:
Lot 5, Block 46 of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County Mississippi.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, May 7, 2014, 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 16th day of April, 2014.
CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett/s/
DEPUTY CITY CLERK

(SEAL)

Publish: April 19, 2014
0200462832-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

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:

4/19/2014

Size: 269 words / 1.00 col. x 66.00 lines
Published: 1 time(s)
Total: $37.28

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/19/2014.

Jennifer J. Brogdon
Notary Public

April 19, 2014
Date

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200462834
Robert Blevins,

NOTICE is hereby given that a petition has been filed by Robert Blevins, Applicant on behalf of William Carey University, Owner; with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain property located at 1508 Cherry Street (Parcel #038G-15-231.00, PPIN #13777, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. Said property being more particularly described as follows, to-wit:

Commence at the NW corner, Lot 7, Block 35 of the BURKETT'S SUBDIVISION, in Hattiesburg, Forrest County, Mississippi, being the Point of Beginning, Thence, run East 135.0 feet; thence run South 70.0 feet; thence, run West 135.0 feet; thence, run North 70.0 feet back to the Point of Beginning. Parcel of land being a part of Lots 7 & 8; together with all improvements and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m. Wednesday, May 7, 2014, 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 16th day of April, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett/s/
DEPUTY CITY CLERK

(SEAL)

Publish: April 19, 2014
0200462834-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

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:

4/19/2014

Size: 298 words / 1.00 col. x 73.00 lines
Published: 1 time(s)
Total: $40.76

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/19/2014.

Jennifer J. Brogdon
Notary Public

April 19, 2014
Date

(SEAL) STATE OF MISSISSIPPI NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200462835
Robert Blevins

NOTICE is hereby given that a petition has been filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain property located at 1508 ½ Cherry Street (Parcel #038G-15-232.00, PPIN #13779, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. Said property being more particularly described as follows, to-wit:

A part of Lots 8 & 9, Block 35 of the Burkett's Subdivision, Hattiesburg, Forrest County, Mississippi, and more particularly described as: commencing at the Southwest corner of Lot 7, Block 35 of the above said subdivision; thence North and along the West line of said Lot 7 for 130 feet; thence at an interior angle of 89 degrees 40' to the left run Easterly 135.62 feet to the Point of Beginning; thence continue Easterly and along the same line for 5 feet; thence at an exterior angle of 90 degrees 20' to the left run South 130 feet to the North line of Shelton Avenue; thence Easterly along the North line of Shelton Avenue for 17.1 feet; thence run at an interior angle of 97 degrees 49' 30" to the right run Northeasterly 127.2 feet; thence at an exterior angle of 97 degrees 30' to the left run Easterly 11 feet; thence at an interior angle of 90 degrees 04' 30" to the right run Northerly 90 feet; thence at an interior angle of 89 degrees 55' 30" to the right run Westerly 51.2 feet; thence at an interior angle of 90 degrees 04' 30" to the right run Southerly 35.9 feet to the Point of Beginning.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, May 7, 2014, 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 16th day of April, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett/s/
DEPUTY CITY CLERK

(SEAL)

Publish: April 19, 2014

0200462835-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

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:

4/19/2014

Size: 439 words / 1.00 col. x 98.00 lines
Published: 1 time(s)
Total: $57.68

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/19/2014.

Jennifer J. Brogdon
Notary Public

April 19, 2014
Date

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200462836
Robert Blevins

NOTICE is hereby given that a petition has been filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a undeveloped lot along Shelton Avenue (Parcel #038H-15-171.00, PPIN #13776, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. Said property being more particularly described as follows, to-wit:

All of Lot 10 and Parts of Lot 9, in Block 35 of the Burkett Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi, more fully described as,

Commence at the Southeast corner of Lot 10, thence West 122.6 feet; thence North 8 degrees East 127.2 feet; thence East 11 feet; thence North 40 feet; thence West 51 feet; thence North 35 feet; thence East 145 feet; thence South 200 feet back to the Point of Beginning all in Block 35, of the Burkett Subdivision Forrest County, Mississippi.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, May 7, 2014, 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 16th day of April, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett/s/
DEPUTY CITY CLERK

(SEAL)

Publish: April 19, 2014

0200462836-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

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:

4/19/2014

Size: 323 words / 1.00 col. x 77.00 lines
Published: 1 time(s)
Total: $43.76

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/19/2014.

Jennifer J. Brogdon
Notary Public

April 19, 2014
Date

(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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H12998
CITY OF HBURG,
0200462838
Robert Blevins

NOTICE is hereby given that a petition has been filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain property located at 1412 Cherry Street (Parcel #2-038G-15-221.00, PPIN #13715, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. Said property being more particularly described as follows, to-wit:

The South 75 feet of Lot Six (6), Block Thirty (30) of BURKETT'S SUBDIVISION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi;

AND ALSO:

A part of that part of vacated Cherry Street more particularly described as follows, to wit: Commence at the Southwest Corner of Lot6, block 30 of Burkett's Subdivision and run thence North along the West margin of Lot 6, Block 30 of said subdivision for a distance of 75 feet, run thence West for a distance of 10 feet, run thence South for a distance of 75 feet, run thence East for a distance of 10 feet to the point of beginning; together with all improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, May 7, 2014, 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 16th day of April, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett/s/
DEPUTY CITY CLERK

(SEAL)

Publish: April 19, 2014

0200462838-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

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:

4/19/2014

Size: 380 words / 1.00 col. x 90.00 lines
Published: 1 time(s)
Total: $50.60

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/19/2014.

Jennifer J. Brogdon
Notary Public

April 19, 2014
Date

(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2015 FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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H12998
CITY OF HBURG,
0200462839
Robert Blevins

NOTICE is hereby given that a petition has been filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain property located at 1406 Cherry Street (Parcel #038G-15-216.00 ; PPIN #13713; Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. Said property being more particularly described as follows, to-wit:

The South Fifty (50) feet of Lots Seven (7) and Eight (8), in Block Thirty (30) of the Burkett Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, said parcel of land having a width of 50 feet and a depth of 140 feet, together with all improvements thereon and appurtenances thereunto belonging.

AND ALSO:

All of the rights, title and interest in all of the North Ten (10) feet of Lafayette Avenue lying West of Cedar Street and East of Cherry Street and all of the East ten (10) feet of Cherry Street lying south of Tuscan Avenue and North of Lafayette Avenue, all in said Block Thirty (30) of the said Burkett Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said portion of the said Lafayette Avenue and of the said Cherry Street having been closed and vacated by Ordinance No. 1367 of the City of Hattiesburg, Mississippi, passed, adopted and approved by the Mayor and Commissioners of said City on August 31, A.D., 1959.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, May 7, 2014, in the Jackie Dote 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 16th day of April, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett/s/ -
DEPUTY CITY CLERK

(SEAL)

Publish: April 19, 2014

0200462839-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

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:

4/19/2014

Size: 434 words / 1.00 col. x 101.00 lines
Published: 1 time(s)
Total: $57.08

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/19/2014.

Jennifer J. Brogdon
Notary Public

April 19, 2014
Date

(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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H12998
CITY OF HBURG,
0200462303
TRUCK MOUNTED 20 CUBIC

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 8, 2014, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following, to-wit:

TWO (2) TRUCK MOUNTED 20 CUBIC YARD REAR LOADER REFUSE COLLECTION TRUCKS

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 A BID@ 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 8th day of April, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

By: Connie Everett

DEPUTY CITY CLERK

(SEAL)

Publish on 4/18/2014 & 4/25/2014

0200462303-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

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:

4/18/2014
4/25/2014
4/26/2014

Size: 286 words / 1.00 col. x 63.00 lines
Published: 3 time(s)
Total: $98.52

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/26/2014.

Jennifer J. Brogdon
Notary Public

April 26, 2014
Date

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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H12998
CITY OF HBURG,
0200462305
AUTOMATED SIDE LOADER REFUSE

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 8, 2014, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following, to-wit:

TEN (10) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODIES

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 A BID@ 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 8th day of April, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett

DEPUTY CITY CLERK

(SEAL)

Publish on 4/18/2014 & 4/25/2014

0200462305-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

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:

4/18/2014
4/25/2014

Size: 283 words / 1.00 col. x 62.00 lines
Published: 2 time(s)
Total: $69.26

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/25/2014.

Jennifer J. Brogdon
Notary Public

April 25, 2014
Date

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200462302
GENERATOR AT 28TH

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 8, 2014, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following, to-wit:

ONE (1) NEW GENERATOR AT 28TH AND LINCOLN

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 A BID@ 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 8th day of April, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett

DEPUTY CITY CLERK

(SEAL)

Publish on 4/18/2014 & 4/25/2014

0200462302-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

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:

4/18/2014
4/25/2014

Size: 282 words / 1.00 col. x 61.00 lines
Published: 2 time(s)
Total: $69.04

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/25/2014.

Jennifer J. Brogdon
Notary Public

April 25, 2014
Date

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

City of Hattiesburg, MS

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

Master

File Number: 2014-1131

File ID:	2014-1131	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/13/2014
Brief Title:	HOME Manual Checks			**Final Action:**	
				Minute Book Number:	MB2014-146

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	**Enactment Number:**	
Contact:		**Meeting Date:**	05/20/2014
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014					

Text of Legislative File 2014-1131

Title

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

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: May 13, 2014

The following request for payment is being submitted for approval during the City Council's May 20, 2014 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	**Darrell Gaddis**
Activity:	Rehabilitation
Program:	HOME
Project Site:	605 Broad St.
Amount Requested:	**$650.00**
Purpose of Request:	Temporary Relocation – 5/1/2014 – 5/31/2014
Work Provided by:	n/a

City of Hattiesburg, MS

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

Master

File Number: 2014-1130

File ID:	2014-1130	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/13/2014
Brief Title:	CDBG Manual Checks			**Final Action:**	
				Minute Book Number:	MB2014-146

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

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	MEMORANDUM-Manual Checks-CDBG	**Enactment Number:**	
Contact:		**Meeting Date:**	05/20/2014
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014					

Text of Legislative File 2014-1130

Title

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

Summary

CDBG Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: May 13, 2014

The following request for payment is being submitted for approval during the City Council's May 20, 2014 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	**John Sims**
Activity:	Rehabilitation
Program:	CDBG
Project Site:	1802 Edwards St.
Amount Requested:	**$650.00**
Purpose of Request:	Temporary Relocation – 5/1/2014 – 5/31/2014
Work Provided by:	n/a

Recipient:	**Tracy Ducksworth**
Activity:	Rehabilitation
Program:	CDBG
Project Site:	208 West 7th St.
Amount Requested:	**$650.00**
Purpose of Request:	Temporary Relocation – 5/1/2014 – 5/31/2014
Work Provided by:	n/a

City of Hattiesburg, MS

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

Master

File Number: 2014-1136

File ID:	2014-1136	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/14/2014
Brief Title:	Claims Docket			**Final Action:**	
				Minute Book Number:	MB2014-146

Title:
Approve claims docket for the period ending May 16, 2014.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Copy of DOCKET 14 05-16	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/20/2014					

Text of Legislative File 2014-1136

Title
Approve claims docket for the period ending May 16, 2014.

Summary
Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND								
00001	ADVANCE AUTO PARTS	560441114333	00141303	13004885	REPR PTS POLICE STOCK	05/16/14	237797	547.91-
00001	ADVANCE AUTO PARTS	560441184373	00141974	13004886	REPR PTS POLICE STOCK	05/16/14	237797	132.80-
00001	ADVANCE AUTO PARTS	560441113550	00141303	13004899	REPR PTS POLICE STOCK	05/16/14	237797	122.06-
00001	ADVANCE AUTO PARTS	560441113550	00141303	13004900	CREDIT	05/16/14	237797	122.06
00001	ADVANCE AUTO PARTS	560441267525	00142272	13005036	RADIATOR U#14677 SANIT	05/16/14	237797	146.99-
ADVANCE AUTO PARTS								
Sum								827.70-
00001	AFFORDABLE EMERGENCY LIG	662	00142275	13005155	INSTALL RADIO U#15452 POLICE	05/16/14	237798	85.00-
00001	AFFORDABLE EMERGENCY LIG	663	00142292	13005156	R&R CAMERA CABLES U#18325	05/16/14	237798	85.00-
AFFORDABLE EMERGENCY LIG								
Sum								170.00-
00001	AGRI-AFC LLC	5008912	00139968	13005065	CREDIT	05/16/14	237799	300.00
AGRI-AFC LLC								
Sum								300.00
00001	AIRGAS USA LLC (NORDAN S	9917205410	00142371	13005025	CYL RENT 4/14 VARI DEPTS	05/16/14	237800	591.48-
00001	AIRGAS USA LLC (NORDAN S	9026836300	00141715	13005088	MAINT SUPP PUBLIC WORKS	05/16/14	237800	151.59-
00001	AIRGAS USA LLC (NORDAN S	9027266692	00141715	13005089	MAINT SUPP PUBLIC WORKS	05/16/14	237800	51.56-
AIRGASUSA LLC (NORDAN S								
Sum								794.63-
00001	AISHA D ANDERSON CONSULT	#1	00142166	13004791	NLC PLANNING CONSULTANT	05/01/14	18768	135.00-
AISHAD ANDERSON CONSULT								
Sum								135.00-
00001	ALLBRITTON CHAIN SAW & L	32073	00142128	13004873	CHAINSAW CHAINS STORM PREP	05/16/14	237802	56.00-
00001	ALLBRITTON CHAIN SAW & L	32329	00142000	13005041	TRIMMER HEADS CEMETERY	05/16/14	237802	203.70-
ALLBRITTON CHAIN SAW & L								
Sum								259.70-
00001	AMERICAN HEART ASSOC (RE	DAMAGE DEP R	02014502	13005253	DAMAGE DEPOSIT REFUND	05/16/14	237803	500.00-
AMERICAN HEART ASSOC (RE								
Sum								500.00-
00001	AMERICAN PRINTING & OFFI	5790	00141480	13004830	LETTERING U#19346 POLICE	05/16/14	237804	235.00-
AMERICAN PRINTING & OFFI								
Sum								235.00-
00001	AMERICAN SIGNS	5832	00142190	13004960	LETTERING U#19750 ANIMAL CTRL	05/16/14	237805	525.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AMERICAN SIGNS								
Sum								525.00-
00001	APPLIED CONCEPTS INC	252901	00140367	13005078	RADARS FOR NEW POLICE UNITS	05/16/14	237808	24,795.00-
APPLIED CONCEPTS INC								
Sum								24,795.00-
00001	ARNOLD LINE WATER ASSN I	2145 4/22/14	00020148	13005015	SERV 3/20-4/21/14 #8 FIRE STA	05/16/14	237810	27.00-
ARNOLDLINE WATER ASSN I								
Sum								27.00-
00001	AT&T	601M23905500	00020148	13005014	VEHICLE LOCATOR 4/28-5/17 POL	05/16/14	237811	202.00-
AT&T								
Sum								202.00-
00001	AUTO ARMATURE SERVICE IN	14230	00142106	13004855	BATTERY U#14618 STREET	05/16/14	237812	99.95-
00001	AUTO ARMATURE SERVICE IN	14002	00141611	13004921	BATTERIES U#19110,16716,19008	05/16/14	237812	374.85-
00001	AUTO ARMATURE SERVICE IN	14244	00142185	13004928	STARTER/BATTERY U#11094	05/16/14	237812	227.90-
00001	AUTO ARMATURE SERVICE IN	14323	00142363	13005007	BATTERY U#15480 CONSTR	05/16/14	237812	109.95-
00001	AUTO ARMATURE SERVICE IN	14324	00142333	13005032	ALTERNATOR U#17017 STREET	05/16/14	237812	99.95-
00001	AUTO ARMATURE SERVICE IN	14404	00141988	13005151	BATTERIES VARI POLICE UNITS	05/16/14	237812	407.85-
AUTO ARMATURE SERVICE IN								
Sum								1,320.45-
00001	AUTOMOTIVE GLASS SPECIAL	I147335	00141762	13004843	WINDSHIELD REPR U#14147 FIRE	05/16/14	237813	125.00-
00001	AUTOMOTIVE GLASS SPECIAL	I146902	00140821	13004927	GLASS REPR U#14425 POLICE	05/16/14	237813	195.00-
00001	AUTOMOTIVE GLASS SPECIAL	I147159	00141500	13004929	WINDSHIELD U#16756 POLICE	05/16/14	237813	225.00-
00001	AUTOMOTIVE GLASS SPECIAL	I147293	00141752	13004930	WINDSHIELD REPR U#17568 POL	05/16/14	237813	50.00-
AUTOMOTIVE GLASS SPECIAL								
Sum								595.00-
00001	B & F TACTICAL STORE	327	00141911	13004811	SHIRTS WEAVER-HARRIS POLICE	05/16/14	237814	292.50-
00001	B & F TACTICAL STORE	327(B)	00142049	13004812	SEW PATCHES WEAVER-HARRIS	05/16/14	237814	50.00-
00001	B & F TACTICAL STORE	324	00140703	13004889	UNIFORM T SHIRTS FIRE DEPT	05/16/14	237814	3,038.00-
00001	B & F TACTICAL STORE	328	00142075	13005026	SHIRTS-TRNG OFFICERS-FIRE DEP	05/16/14	237814	69.54-
B & FTACTICAL STORE								
Sum								3,450.04-
00001	BANCORPSOUTH EQUIPMENT F	002-0070193-	02014481	13004793	GARB TRK LEASE DUE 5/14	05/05/14	18778	34,542.83-
BANCORPSOUTH EQUIPMENT F								
Sum								34,542.83-
00001	BARTEE BCR CSR, TAMIKA	823	00142174	13004806	DEPOSITION BIVENS/FORREST CTY	05/16/14	237817	281.00-
00001	BARTEE BCR CSR, TAMIKA	827	00142174	13004807	DEPOSITION BIVENS/FORREST CTY	05/16/14	237817	387.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BARTEEBCR CSR, TAMIKA								
Sum								668.00-
00001	BEAVER INDUSTRIES INC	13464	00142189	13004922	CAR CLEAN SUPP POLICE DEPT	05/16/14	237818	200.00-
BEAVERINDUSTRIES INC								
Sum								200.00-
00001	BIG IRON DIESEL REPAIR L	SO1737	00142030	13004958	REPRS U#14409 SANIT	05/16/14	237822	741.97-
00001	BIG IRON DIESEL REPAIR L	SO1716	00141665	13005087	REPRS U#16082 STREET	05/16/14	237822	160.00-
BIG IRON DIESEL REPAIR L								
Sum								901.97-
00001	BIG 10 TIRE COMPANY INC	9541	00142376	13005259	TIRES U#17503 ENGR	05/16/14	237823	677.11-
BIG 10TIRE COMPANY INC								
Sum								677.11-
00001	BLOSSMAN GAS INC	PO#141748 4/	00141748	13005091	HAND BURNER CONSTR DEPT	05/16/14	237826	79.00-
BLOSSMAN GAS INC								
Sum								79.00-
00001	BLUELINE RENTAL, LLC	797909-0001(	00142211	13004893	DIESEL FUEL MOBILE ST DEMOLTN	05/16/14	237827	367.50-
00001	BLUELINE RENTAL, LLC	797909-0001	00140122	13005011	EQUIPMENT MOBILE ST DEMOLITION	05/16/14	237827	2,823.40-
BLUELINE RENTAL, LLC								
Sum								3,190.90-
00001	BOLTON, FRAZIER	TRAVEL ADVAN	00142252	13004823	TRAV ADV-MACP CONF BILOXI	05/16/14	237829	500.00-
BOLTON, FRAZIER								
Sum								500.00-
00001	BONNER ANALYTICAL TESTIN	53444	00136786	13004846	ASBESTOV RMVL 521/609 MOBILE	05/16/14	237831	200.00-
00001	BONNER ANALYTICAL TESTIN	54225	00142309	13004937	ASBESTOS RMVL 900 E 6TH ST	05/16/14	237831	25.00-
00001	BONNER ANALYTICAL TESTIN	54226	00142309	13004938	ASBESTOS SAMPLES 201 WILLIS	05/16/14	237831	75.00-
00001	BONNER ANALYTICAL TESTIN	54224	00142309	13004939	ASBESTOS SAMPLES 203 MALLORY	05/16/14	237831	30.00-
00001	BONNER ANALYTICAL TESTIN	54223	00142309	13004940	ASBESTOS SAMPLES 201 EDNA	05/16/14	237831	40.00-
00001	BONNER ANALYTICAL TESTIN	54222	00142309	13004941	ASBESTOS SAMPLES 506 DUKE AVE	05/16/14	237831	50.00-
00001	BONNER ANALYTICAL TESTIN	54419	00142309	13004942	ASBESTOS SAMPLES 312 E 9TH	05/16/14	237831	25.00-
00001	BONNER ANALYTICAL TESTIN	54420	00142309	13004943	ASBESTOS SAMPLES 1009 JOHN ST	05/16/14	237831	50.00-
00001	BONNER ANALYTICAL TESTIN	54421	00142309	13004944	ASBESTOS SAMPLES 311 PAULINE	05/16/14	237831	40.00-
00001	BONNER ANALYTICAL TESTIN	54422	00142309	13004945	ASBESTOS SAMPLES 21 MCCALL	05/16/14	237831	50.00-
00001	BONNER ANALYTICAL TESTIN	54423	00142309	13004946	ASBESTOS SAMPLES 527 E 7TH	05/16/14	237831	100.00-
00001	BONNER ANALYTICAL TESTIN	54424	00142309	13004947	ASBESTOS SAMPLES 606 MEMPHIS	05/16/14	237831	40.00-
00001	BONNER ANALYTICAL TESTIN	54818	00142309	13004948	ASBESTOS SAMPLES 1105 DEWEY	05/16/14	237831	50.00-
00001	BONNER ANALYTICAL TESTIN	54819	00142309	13004949	ASBESTOS SAMPLES 1106 DEWEY	05/16/14	237831	15.00-
00001	BONNER ANALYTICAL TESTIN	54820	00142309	13004950	ASBESTOS SAMPLES 1104 SCOTT	05/16/14	237831	50.00-
00001	BONNER ANALYTICAL TESTIN	54295	00142336	13005008	ASBESTOS TEST AIRPORT BLDGS	05/16/14	237831	50.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BONNERANALYTICAL TESTIN								
Sum								890.00-
00001	BROOKS COURT REPORTING	18957	00142175	13004808	DEPOSITION PRECISION CONST	05/16/14	237837	460.75-
BROOKSCOURT REPORTING								
Sum								460.75-
00001	C D W GOVERNMENT	LK04248	00141878	13004909	LAPTOP BATTERY INFO TECH	05/16/14	237844	177.55-
00001	C D W GOVERNMENT	LP61422	00142015	13005070	SERV AGRMNT FOR CARDLEPOINT	05/16/14	237844	82.00-
C D WGOVERNMENT								
Sum								259.55-
00001	CAMPER CITY OF HATTIESBU	26921	00142001	13004880	TIRES U#7794 CEMETERY	05/16/14	237845	476.00-
CAMPERCITY OF HATTIESBU								
Sum								476.00-
00001	CANON SOLUTIONS AMERICA	735420	00142540	13005139	COPIER OVERAGE PURCHASING	05/16/14	237846	46.06-
CANONSOLUTIONS AMERICA								
Sum								46.06-
00001	CARQUEST AUTO PARTS STOR	14758-25811	00142192	13004814	REPR PTS U#19008 POLICE	05/16/14	237848	75.91-
00001	CARQUEST AUTO PARTS STOR	14758-25829	00142192	13004815	REPR PTS U#17355 POLICE	05/16/14	237848	319.87-
00001	CARQUEST AUTO PARTS STOR	14758-25999	00142192	13004816	REPR PTS U#15451 POLICE	05/16/14	237848	72.66-
00001	CARQUEST AUTO PARTS STOR	14758-26000	00142192	13004817	REPR PTS POLICE UNIT	05/16/14	237848	82.70-
00001	CARQUEST AUTO PARTS STOR	14758-26165	00142192	13004818	REPR PTS POLICE STOCK	05/16/14	237848	92.55-
00001	CARQUEST AUTO PARTS STOR	14758-26210	00142192	13004819	REPR PTS U#17704 POLICE	05/16/14	237848	14.53-
00001	CARQUEST AUTO PARTS STOR	14758-26160	00142027	13004856	REPR PTS U#14714 STREET	05/16/14	237848	23.39-
00001	CARQUEST AUTO PARTS STOR	14758-26159	00142027	13004857	REPR PTS U#14498 STREET	05/16/14	237848	201.43-
00001	CARQUEST AUTO PARTS STOR	14758-26660	00142287	13004952	CLEAN SUPP TRAFFIC UNITS	05/16/14	237848	31.84-
00001	CARQUEST AUTO PARTS STOR	14758-21181	00140024	13004956	REPR PTS U#11970 CONSTR	05/16/14	237848	198.12-
00001	CARQUEST AUTO PARTS STOR	14758-26305	00142110	13004999	REPR PTS STREET STOCK	05/16/14	237848	42.19-
00001	CARQUEST AUTO PARTS STOR	14758-26307	00142110	13005000	REPR PTS SANIT STOCK	05/16/14	237848	168.60-
00001	CARQUEST AUTO PARTS STOR	14758-26782	00142270	13005033	REPR PTS U#9900 STREET	05/16/14	237848	98.42-
00001	CARQUEST AUTO PARTS STOR	14758-24264	00141279	13005069	OIL FILTER U#18548 BRANTLEY	05/16/14	237848	4.26-
CARQUEST AUTO PARTS STOR								
Sum								1,426.47-
00001	CHERRY, MARTHA	TRAVEL ADVAN	00142170	13004824	TRAV ADV-CHAPLAINS CONF	05/16/14	237851	1,387.00-
CHERRY, MARTHA								
Sum								1,387.00-
00001	CITY OF HATTIESBURG FUND	TRF 1ST 5/14	02014467	13004790	TRF 1ST 5/14 PAYROLL	05/01/14	18767	858,183.83-
00001	CITY OF HATTIESBURG FUND	TRF 2ND 5/14	02014504	13005158	TRF 2ND 5/14 PAYROLL	05/14/14	18801	1,002,728.62-
CITY OF HATTIESBURG FUND								
Sum								1,860,912.45-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	CITY OF HATTIESBURG FUND	TRF ST MS CD	02014487	13004798	TRF ST MS CDBG WIS PAK	05/05/14	18784	62,784.22-
00001	CITY OF HATTIESBURG FUND	TRF ST MS CD	02014499	13005122	TRF ST MS CDBG USA YEAST	05/13/14	18798	13,641.03-
CITY OF HATTIESBURG FUND								
Sum								76,425.25-
00001	COLEMAN, DANA	TRAVEL REIMB	00142587	13005213	EXPNS TYLER TECHS COURT CONF	05/16/14	237854	833.94-
COLEMAN, DANA								
Sum								833.94-
00001	COMCAST CABLEVISION OF H	095777340100	00142445	13005063	SERV 3/14-5/14 AIRPORT	05/16/14	237856	257.85-
COMCAST CABLEVISION OF H								
Sum								257.85-
00001	COMPLETE ENVIRONMENTAL &	7653	00142184	13004871	2014 AMNESTY DAY COLLECTION	05/16/14	237857	129,151.09-
COMPLETE ENVIRONMENTAL &								
Sum								129,151.09-
00001	COMPREHENSIVE RADIOLOGY	CRS100164675	00142526	13005175	SRV 3/7/14 STANTON-PRISONER	05/16/14	237858	40.00-
00001	COMPREHENSIVE RADIOLOGY	CRS100164677	00142526	13005176	SRV 3/7/14 SMITH-PRISONER	05/16/14	237858	39.00-
00001	COMPREHENSIVE RADIOLOGY	CRS100162045	00142526	13005177	SRV 3/2/14 GRAVES-PRISONER	05/16/14	237858	198.00-
00001	COMPREHENSIVE RADIOLOGY	CRS100162045	00142526	13005178	SRV 3/2/14 GRAVES-PRISONER	05/16/14	237858	243.00-
00001	COMPREHENSIVE RADIOLOGY	CRS100161864	00142526	13005179	SRV 3/2/14 STANTON-PRISONER	05/16/14	237858	375.00-
00001	COMPREHENSIVE RADIOLOGY	CRS100161864	00142526	13005180	SRV 3/2/14 STANTON-PRISONER	05/16/14	237858	866.00-
COMPREHENSIVE RADIOLOGY								
Sum								1,761.00-
00001	COMSOUTH	171139	00136130	13004890	RADIO BATTERIES/REPAIR DAWSON	05/16/14	237859	177.00-
00001	COMSOUTH	173725	00142135	13004966	REPR LIGHTS U#11962 CEMETERY	05/16/14	237859	107.50-
COMSOUTH								
Sum								284.50-
00001	COURTESY MOTORS INC	187314	00142209	13004842	COLLISION REPR U#17838 FIRE	05/16/14	237860	6,237.81-
00001	COURTESY MOTORS INC	416306	00142179	13004923	REPR PTS U#16643 POLICE	05/16/14	237860	61.75-
00001	COURTESY MOTORS INC	186576C	00142267	13005030	REPRS U#17837 FIRE DEPT	05/16/14	237860	781.78-
00001	COURTESY MOTORS INC	187777	00142373	13005071	REPRS U#17527 FED/STATE PROG	05/16/14	237860	417.97-
00001	COURTESY MOTORS INC	416679	00141612	13005076	REPR PTS U#16651 POLICE	05/16/14	237860	454.10-
00001	COURTESY MOTORS INC	416680	00141612	13005077	REPR PTS U#17312 POLICE	05/16/14	237860	292.72-
COURTESY MOTORS INC								
Sum								8,246.13-
00001	DANIELS, II, L.J. (REFUN	DAMAGE DEP R	02014502	13005250	DAMAGE DEPOSIT REFUND	05/16/14	237866	500.00-
DANIELS, II, L.J. (REFUN								
Sum								500.00-
00001	DORNAN LAW OFFICE, PLLC	ARBITRATION	00142430	13005048	ARBITRATION-PRECISION CONSTR	05/16/14	237870	2,500.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
DORNANLAW OFFICE, PLLC								
Sum								2,500.00-
00001	DUNAGIN PEST CONTROL(PRE	8792535	00020143	13005099	SRV Q/E 4-6/14 POLICE	05/16/14	237875	135.00-
00001	DUNAGIN PEST CONTROL(PRE	8792808	00020143	13005100	SRV Q/E 4-6/14 POL SUB-STA	05/16/14	237875	56.70-
00001	DUNAGIN PEST CONTROL(PRE	8792519	00020143	13005101	SRV Q/E 4-6/14 #1 FIRE STA	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792520	00020143	13005102	SRV Q/E 4-6/14 #2 FIRE STA	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792521	00020143	13005103	SRV Q/E 4-6/14 #3 FIRE STA	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792528	00020143	13005104	SRV Q/E 4-6/14 #4 FIRE STA	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792523	00020143	13005105	SRV Q/E 4-6/14 #5 FIRE STA	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792524	00020143	13005106	SRV Q/E 4-6/14 #6 FIRE STA	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792525	00020143	13005107	SRV Q/E 4-6/14 #7 FIRE STA	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792526	00020143	13005108	SRV Q/E 4-6/14 #8 FIRE STA	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792534	00020143	13005109	SRV Q/E 4-6/14 POL RANGE	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792537	00020143	13005110	SRV Q/E 4-6/14 P/F ACDMY	05/16/14	237875	60.00-
00001	DUNAGIN PEST CONTROL(PRE	8792809	00020143	13005111	SRSV Q/E 4-6/14 POL PAVILN	05/16/14	237875	56.70-
00001	DUNAGIN PEST CONTROL(PRE	8792512	00020143	13005112	SRV Q/E 4-6/14 CITY HALL	05/16/14	237875	75.00-
00001	DUNAGIN PEST CONTROL(PRE	8792545	00020143	13005113	SRV Q/E 4-6/14 TRAFF BLDG	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792518	00020143	13005114	SRV Q/E 4-6/14 ENGR OFFICE	05/16/14	237875	60.00-
00001	DUNAGIN PEST CONTROL(PRE	8792510	00020143	13005115	SRV Q/E 4-6/14 CITY BARN	05/16/14	237875	285.00-
00001	DUNAGIN PEST CONTROL(PRE	8792504	00020143	13005116	SRV Q/E 4-6/14 AIRPORT	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792503	00020143	13005117	SRV Q/E 4-6/14 AIRPT MAINT	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792777	00020143	13005118	SRV Q/E 4-6/14 HANGER #3	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792516	00020143	13005119	SRV Q/E 4-6/14 TRAIN DEPOT	05/16/14	237875	45.00-
00001	DUNAGIN PEST CONTROL(PRE	8792529	00020143	13005120	SRV Q/E 4-6/14 HILND CEM	05/16/14	237875	45.00-
00001	DUNAGIN PEST CONTROL(PRE	8792541	00020143	13005121	SRV Q/E 4-6/14 S HILL CEM	05/16/14	237875	45.00-
DUNAGIN PEST CONTROL(PRE								
Sum								1,565.40-
00001	EATON, ALVIN K	PETTY CASH 2	00142566	13005229	PETTY CASH VARI DEPTS	05/16/14	237876	358.46-
EATON,ALVIN K								
Sum								358.46-
00001	ECONOMY SUPPLY CO	211482	00142055	13004866	FRAMING MATLS 4TH ST CLINIC	05/16/14	237878	1,505.77-
00001	ECONOMY SUPPLY CO	211299	00141947	13004908	BLDG MATLS PURCHASING DEPT	05/16/14	237878	190.40-
00001	ECONOMY SUPPLY CO	212464	00142517	13005228	CEILING TILE PURCHASING DEPT	05/16/14	237878	41.08-
ECONOMY SUPPLY CO								
Sum								1,737.25-
00001	ELECTROLUX (AERUS)	1829733	00142417	13005140	VACUUM REPAIR TRAIN DEPOT	05/16/14	237879	122.69-
ELECTROLUX (AERUS)								
Sum								122.69-
00001	EMERGENCY EQUIPMENT PROF	410210	00141835	13004837	HELMET BADGE FIRE DEPT	05/16/14	237881	51.99-
00001	EMERGENCY EQUIPMENT PROF	410209	00141866	13004838	HELMET BADGE FIRE DEPT	05/16/14	237881	51.99-

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00001	EMERGENCY EQUIPMENT PROF	410237	00142113	13004934	REPR PTS U#14517 FIRE DEPT	05/16/14	237881	68.45-
00001	EMERGENCY EQUIPMENT PROF	410227	00142243	13004935	REPR PTS U#13933 FIRE DEPT	05/16/14	237881	832.46-
00001	EMERGENCY EQUIPMENT PROF	410315	00142400	13005082	REPR PTS U#18099 FIRE DEPT	05/16/14	237881	227.80-
EMERGENCY EQUIPMENT PROF								
Sum								1,232.69-
00001	EMPIRE TRUCK SALES (H'BU	VE006000753	00141822	13004872	'14 KNUCKLE BOOM LOADER 19755	05/16/14	237882	114,515.00-
00001	EMPIRE TRUCK SALES (H'BU	CE006086701:	00142112	13005001	REPR PTS STREET STOCK	05/16/14	237882	115.56-
EMPIRETRUCK SALES (H'BU								
Sum								114,630.56-
00001	F B I NATIONAL ACADEMY A	31599 SIMS	00142215	13004832	2014 DUES MAJOR SIMS	05/16/14	237884	90.00-
F B INATIONAL ACADEMY A								
Sum								90.00-
00001	FARRELL-CALHOUN	260560 00741	00140757	13005019	SPRAY PAINT TRAFFIC DEPT	05/16/14	237886	215.64-
FARRELL-CALHOUN								
Sum								215.64-
00001	FASTENAL COMPANY	MDHAT170094	00141662	13004894	EMP EQUIP/SUPP PUBLIC WORKS	05/16/14	237887	438.42-
FASTENAL COMPANY								
Sum								438.42-
00001	FEDERAL EXPRESS	2-631-47446	00142468	13005141	SERV 4/14/14 DARBY MPO DEPT	05/16/14	237888	32.07-
00001	FEDERAL EXPRESS	2-631-47446(	00142468	13005142	SERV 4/14/14 WAITS ENGR DEPT	05/16/14	237888	15.62-
FEDERAL EXPRESS								
Sum								47.69-
00001	FERGUSON ENTERPRISES INC	1238084	00142207	13005034	PLUMB SUPP 4TH ST MED CLINIC	05/16/14	237889	123.79-
00001	FERGUSON ENTERPRISES INC	1238595	00142136	13005092	PLUMBING TOOLS CONSTR DEPT	05/16/14	237889	154.92-
FERGUSON ENTERPRISES INC								
Sum								278.71-
00001	FOREMOST PROMOTIONS	250016	00141270	13005028	PUBLIC ED SUPP FIRE DEPT	05/16/14	237891	222.52-
00001	FOREMOST PROMOTIONS	252080	00141270	13005029	PUBLIC ED SUPP FIRE DEPT	05/16/14	237891	844.00-
FOREMOST PROMOTIONS								
Sum								1,066.52-
00001	FORESTRY SUPPLIERS INC	593462-00	00142045	13004951	MARKING PAINT/RAILROAD CHALK	05/16/14	237892	92.76-
FORESTRY SUPPLIERS INC								
Sum								92.76-
00001	FORREST CTY SUPERVISORS	JAIL 2/14 EX	00142522	13005197	JAIL 2/14 EXPENSES	05/16/14	237893	64,840.00-
00001	FORREST CTY SUPERVISORS	JAIL 2/14 ME	00142522	13005198	JAIL 2/14 MEDICAL	05/16/14	237893	1,184.00-
00001	FORREST CTY SUPERVISORS	JAIL 3/14 EX	00142522	13005199	JAIL 3/14 EXPENSES	05/16/14	237893	72,640.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	FORREST CTY SUPERVISORS	JAIL 3/14 ME	00142522	13005200	JAIL 3/14 MEDICAL	05/16/14	237893	994.69-
FORREST CTY SUPERVISORS								
Sum								139,658.69-
00001	FORREST GENERAL HOSP-PHA	83518	00142519	13005181	JAIL DRUGS 3/14	05/16/14	237894	519.78-
00001	FORREST GENERAL HOSP-PHA	83521	00142519	13005182	JAIL DRUGS 4/14	05/16/14	237894	355.14-
FORREST GENERAL HOSP-PHA								
Sum								874.92-
00001	FORREST GENERAL HOSPITAL	H90012172000	00142521	13005183	SRV 12/4/13 MARSHALL-PRISONER	05/16/14	237895	2,362.85-
00001	FORREST GENERAL HOSPITAL	H90015585900	00142521	13005184	SRV 2/17/14 HOLLIMON-PRISONER	05/16/14	237895	1,954.00-
00001	FORREST GENERAL HOSPITAL	H90004607002	00142521	13005185	SRV 6/28/13 WEST-PRISONER	05/16/14	237895	1,993.35-
00001	FORREST GENERAL HOSPITAL	H90016467700	00142521	13005186	SRV 3/17/14 SMITH-PRISONER	05/16/14	237895	336.00-
00001	FORREST GENERAL HOSPITAL	H90016467500	00142521	13005187	SRV 3/7/14 STANTON-PRISONER	05/16/14	237895	189.00-
00001	FORREST GENERAL HOSPITAL	H90016204500	00142521	13005188	SRV 3/2/14 GRAVES-PRISONER	05/16/14	237895	3,620.00-
00001	FORREST GENERAL HOSPITAL	H90017291601	00142521	13005189	SRV 3/25/14 MARTIN-PRISONER	05/16/14	237895	46.00-
00001	FORREST GENERAL HOSPITAL	H90015022201	00142521	13005190	SRV 2/5/14 MARTIN-PRISONER	05/16/14	237895	59.00-
00001	FORREST GENERAL HOSPITAL	H90016186400	00142521	13005191	SRV 3/2/14 STANTON-PRISONER	05/16/14	237895	10,492.00-
00001	FORREST GENERAL HOSPITAL	H90016045602	00142521	13005192	SRV 2/27/14 SMITH-PRISONER	05/16/14	237895	300.25-
00001	FORREST GENERAL HOSPITAL	H90016467700	00142521	13005193	SRV 3/7/14 SMITH-PRISONER	05/16/14	237895	336.00-
FORREST GENERAL HOSPITAL								
Sum								21,688.45-
00001	FORREST GENERAL HOSPITAL	EAP CHARGE 5	00142210	13004805	EAP CHARGE 5/14	05/16/14	237896	1,785.00-
FORREST GENERAL HOSPITAL								
Sum								1,785.00-
00001	FUELMAN OF MS	BG127044 NP4	00142214	13004810	FUEL CHGS 4/14-20/14 POLICE	05/16/14	237897	121.87-
00001	FUELMAN OF MS	BG127044 NP4	00142450	13005047	FUEL CHG 4/25/14 FED/STATE	05/16/14	237897	41.47-
00001	FUELMAN OF MS	BG127044 NP4	00142439	13005062	FUEL CHG 4/24/14 ANIMAL CNTRL	05/16/14	237897	135.72-
00001	FUELMAN OF MS	BG127044 NP4	00142570	13005232	FUEL CHGS 4/16/14 TASK FORCE	05/16/14	237897	51.96-
00001	FUELMAN OF MS	BG127044 NP4	00142570	13005233	FUEL CHG 4/23/14 TASK FORCE	05/16/14	237897	37.28-
00001	FUELMAN OF MS	BG127044 NP4	00142570	13005234	FUEL CHG 4/28-5/4/14 POLICE	05/16/14	237897	35.42-
FUELMAN OF MS								
Sum								423.72-
00001	G & K SERVICES	1035478798	00142264	13004967	UNIFORMS/MOP 4/01 ENGR	05/16/14	237902	8.82-
00001	G & K SERVICES	1035480951	00142264	13004968	UNIFORMS/MOP 4/08 ENGR	05/16/14	237902	8.82-
00001	G & K SERVICES	1035483101	00142264	13004969	UNIFORMS/MOP 4/15 ENGR	05/16/14	237902	8.82-
00001	G & K SERVICES	1035485252	00142264	13004970	UNIFORMS/MOP 4/22 ENGR	05/16/14	237902	8.82-
00001	G & K SERVICES	103548741	00142264	13004971	UNIFORMS/MOP 4/29 ENGR	05/16/14	237902	8.82-
00001	G & K SERVICES	1035478799	00142285	13004972	UNIFORMS 4/01 TRAFFIC	05/16/14	237902	14.72-
00001	G & K SERVICES	1035480952	00142285	13004973	UNIFORMS 4/08 TRAFFIC	05/16/14	237902	18.90-
00001	G & K SERVICES	1035483102	00142285	13004974	UNIFORMS 4/15 TRAFFIC	05/16/14	237902	26.00-
00001	G & K SERVICES	1035485253	00142285	13004975	UNIFORMS 4/22 TRAFFIC	05/16/14	237902	26.00-

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00001	G & K SERVICES	1035487411	00142285	13004976	UNIFORMS 4/29 TRAFFIC	05/16/14	237902	29.03-
00001	G & K SERVICES	1035478800	00142285	13004977	UNIFORMS 4/01 CONSTR	05/16/14	237902	46.62-
00001	G & K SERVICES	1035480953	00142285	13004978	UNIFORMS 4/08 CONSTR	05/16/14	237902	46.62-
00001	G & K SERVICES	1035483103	00142285	13004979	UNIFORMS 4/15 CONSTR	05/16/14	237902	54.32-
00001	G & K SERVICES	1035485254	00142285	13004980	UNIFORMS 4/22 CONSTR	05/16/14	237902	48.02-
00001	G & K SERVICES	1035487412	00142285	13004981	UNIFORMS 4/29 CONSTR	05/16/14	237902	46.80-
00001	G & K SERVICES	1035478801	00142285	13004982	MATS 4/01 CONSTR	05/16/14	237902	6.40-
00001	G & K SERVICES	1035480954	00142285	13004983	MATS 4/08 CONSTR	05/16/14	237902	6.40-
00001	G & K SERVICES	1035483104	00142285	13004984	MATS 4/15 CONSTR	05/16/14	237902	6.40-
00001	G & K SERVICES	1035485255	00142285	13004985	MATS 4/22 CONSTR	05/16/14	237902	6.40-
00001	G & K SERVICES	1035487413	00142285	13004986	MATS 4/29 CONSTR	05/16/14	237902	6.40-
00001	G & K SERVICES	1035480947	00142285	13004987	UNIFORMS 4/08 CEMETERY	05/16/14	237902	56.34-
00001	G & K SERVICES	1035483097	00142285	13004988	UNIFORMS 4/15 CEM/FORESTRY	05/16/14	237902	56.34-
00001	G & K SERVICES	1035485249	00142285	13004989	UNIFORMS 4/22 CEM/FORESTRY	05/16/14	237902	56.34-
00001	G & K SERVICES	1035487407	00142285	13004990	UNIFORMS 4/29 CEM/FORESTRY	05/16/14	237902	62.64-
00001	G & K SERVICES	1035480948	00142285	13004991	MOP/MAT 4/08 CEM/FORESTRY	05/16/14	237902	22.40-
00001	G & K SERVICES	1035483098	00142285	13004992	MOP/MAT 4/15 CEM/FORESTRY	05/16/14	237902	22.40-
00001	G & K SERVICES	1035485250	00142285	13004993	MOP/MAT 4/22 CEM/FORESTRY	05/16/14	237902	22.40-
00001	G & K SERVICES	1035487408	00142285	13004994	MOP/MAT 4/29 CEM/FORESTRY	05/16/14	237902	22.40-
G & KSERVICES								
Sum								754.39-
00001	G & O SUPPLY, INC	G040414	00141521	13004955	DRAIN PIPE VARI LOC	05/16/14	237903	5,149.00-
G & OSUPPLY, INC								
Sum								5,149.00-
00001	GALL'S INC	001884236	00142047	13004910	PARADE BOOTS-TRAXLER-POLICE	05/16/14	237904	110.98-
00001	GALL'S INC	001891674	00142114	13004911	UNIFORM SHOES-FLEMING-POLICE	05/16/14	237904	59.00-
00001	GALL'S INC	001885006	00142084	13005145	HONOR GUARD SHOES/GLOVES	05/16/14	237904	361.64-
GALL'SINC								
Sum								531.62-
00001	GARNER LUMLEY ELECTRIC S	499693	00142302	13004933	ELEC SUPP-LIGHTS #1 FIRE STA	05/16/14	237906	59.08-
00001	GARNER LUMLEY ELECTRIC S	499602	00141730	13005081	ELEC SUPP-LIGHTS #4 FIRE STA	05/16/14	237906	792.40-
GARNERLUMLEY ELECTRIC S								
Sum								851.48-
00001	GILKEY ELECTRIC SUPPLY C	255684	00142057	13005254	ELEC SUPP-LIGHTS-PURCHASING	05/16/14	237908	90.16-
GILKEYELECTRIC SUPPLY C								
Sum								90.16-
00001	GILLILANDS ELECTRONICS S	57160	00142258	13004965	VOICE MAIL SERV CEMETERY	05/16/14	237909	81.80-
GILLILANDS ELECTRONICS S								
Sum								81.80-

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00001	GLOBAL ELECTRIC & SAFETY	043804	00141761	13004891	RAINCOATS/BOOTS/GLASSES TRAFF	05/16/14	237910	323.89-
00001	GLOBAL ELECTRIC & SAFETY	043820	00141761	13004892	SAFETY VESTS TRAFFIC DEPT	05/16/14	237910	73.64-
GLOBALELECTRIC & SAFETY								
Sum								397.53-
00001	GOFF, KENDEJAH	TRAV ADVANCE	00142485	13005132	TRAV ADV-CRT CLK CONF GULFPT	05/16/14	237911	404.56-
GOFF,KENDEJAH								
Sum								404.56-
00001	GOURAS, JIMMY G, URBAN P	9702	00142429	13005049	SRVS MIDTOWN DIST TIF PREP	05/16/14	237914	15,000.00-
GOURAS, JIMMY G, URBAN P								
Sum								15,000.00-
00001	GULF COAST OFFICE PRODUC	1456192-0	00142236	13004845	OFFICE SUPP LAND CODE	05/16/14	237919	576.82-
00001	GULF COAST OFFICE PRODUC	1453088-0	00141673	13004895	OFFICE SUPP-SUTTON-PUB WORKS	05/16/14	237919	231.03-
00001	GULF COAST OFFICE PRODUC	1453841-0	00141826	13004954	OFFICE CHAIRS ENGR DEPT	05/16/14	237919	759.98-
GULF COAST OFFICE PRODUC								
Sum								1,567.83-
00001	H'BURG AMERICAN ACCT #1	H12998 45498	00142569	13005248	PROOFS PUBLICATION MUN CLERK	05/16/14	237920	1,057.02-
H'BURGAMERICAN ACCT #1								
Sum								1,057.02-
00001	H'BURG CLINIC PA (PRISON	1028000274 2	00142528	13005194	SERVICES CITY PRISONERS	05/16/14	237921	532.00-
H'BURGCLINIC PA (PRISON								
Sum								532.00-
00001	H'BURG COCA COLA BOTTLIN	56M01012036	00141996	13004963	POWERAID CEMETERY CREWS	05/16/14	237922	297.00-
H'BURGCOCA COLA BOTTLIN								
Sum								297.00-
00001	H'BURG HYDRAULICS INC	55262	00142109	13005037	REPR PTS U#15892 SANIT	05/16/14	237924	284.06-
00001	H'BURG HYDRAULICS INC	55263	00142109	13005038	REPR PTS U#15892 SANIT	05/16/14	237924	11.70-
H'BURGHYDRAULICS INC								
Sum								295.76-
00001	HALLS WELDING SERVICE	28803	00141948	13005244	REPRS U#14402 SANIT	05/16/14	237926	4,060.00-
00001	HALLS WELDING SERVICE	28820	00141948	13005245	REPRS U#14403 SANIT	05/16/14	237926	4,060.00-
HALLSWELDING SERVICE								
Sum								8,120.00-
00001	HATTIESBURG PUBLIC SCHOO	DAMAGE DEP R	02014502	13005251	DAMAGE DEPOSIT REFUND	05/16/14	237928	300.00-
HATTIESBURG PUBLIC SCHOO								
Sum								300.00-

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00001	HEALTHWORKS LLC	2025000123 4	00142281	13004822	PRE-EMP EXAM-KELLY	05/16/14	237930	184.00-
HEALTHWORKS LLC								
Sum								184.00-
00001	HICKS, INES F (#75935)	TRAV ADVANCE	00142478	13005133	TRAV ADV-CRT CLK CONF GULFPT	05/16/14	237932	404.56-
HICKS,INES F (#75935)								
Sum								404.56-
00001	HILL, COLTON	TRAV ADVANCE	00142427	13005054	TRAV ADV-TRAFF SIGNAL CLASSES	05/16/14	237933	748.00-
HILL,COLTON								
Sum								748.00-
00001	HISTORIC HBURG DOWNTON A	DAMAGE DEP R	02014502	13005252	DAMAGE DEPOSIT REFUND	05/16/14	237934	75.00-
HISTORIC HBURG DOWNTON A								
Sum								75.00-
00001	HOLIDAY INN HATTIESBURG	PRIVILEGE TA	02014486	13005012	PRIVILEGE TAX REFUND	05/16/14	237935	20.00-
HOLIDAY INN HATTIESBURG								
Sum								20.00-
00001	HOOKER, LATONYA	TRAVEL REIMB	00142585	13005237	EXPNS CALEA CONF CALIFORNIA	05/16/14	237938	257.64-
HOOKER, LATONYA								
Sum								257.64-
00001	HUBERTS TRIM SHOP	570274	00142259	13004861	RECOVER TRACTOR SEAT U#8629	05/16/14	237940	180.00-
HUBERTS TRIM SHOP								
Sum								180.00-
00001	INDOFF INC	2449079	00142163	13004931	OFFICE SUPP/EQUIP P/F ACADEMY	05/16/14	237941	1,189.20-
00001	INDOFF INC	2450389	00142218	13005079	JANIT SUPP FIRE DEPT	05/16/14	237941	442.73-
00001	INDOFF INC	2451296	00142274	13005093	OFFICE SUPP CEMETERY	05/16/14	237941	178.44-
00001	INDOFF INC	2451869	00142306	13005143	OFFICE SUPP FED GRANTS ADM	05/16/14	237941	58.55-
INDOFFINC								
Sum								1,868.92-
00001	INGRAM EQUIPMENT CO LLC	S10178-IN	00142256	13004868	REPR GARBAGE TRUCK ARM 17720	05/16/14	237942	460.00-
00001	INGRAM EQUIPMENT CO LLC	S10179-IN	00142256	13004869	REPR GARBAGE TRUCK ARM	05/16/14	237942	460.00-
00001	INGRAM EQUIPMENT CO LLC	S10177-IN	00142256	13004870	REPR GARBAGE TRUCK PACKER	05/16/14	237942	910.00-
INGRAMEQUIPMENT CO LLC								
Sum								1,830.00-
00001	INTERFACE SECURITY SYSTE	17411105	00142263	13004876	SECURITY 5/14 HILND CEM OFFC	05/16/14	237943	33.02-
00001	INTERFACE SECURITY SYSTE	17426366	00142263	13004877	SECURITY 5/14 SOUTH HILL CEM	05/16/14	237943	29.95-
INTERFACE SECURITY SYSTE								

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Sum								62.97-
00001	INTL ASSN OF CHIEFS OF P	1001111675 B	00142198	13004834	REG-BOLTON-CONF 5/19-22/14	05/16/14	237944	500.00-
INTL ASSN OF CHIEFS OF P								
Sum								500.00-
00001	INTL CONFERENCE OF POLIC	REG-CHERRY 7	00142171	13004833	REG-CHERRY-CONF S CAROLINA	05/16/14	237945	325.00-
INTL CONFERENCE OF POLIC								
Sum								325.00-
00001	INTL MUNICIPAL SIGNAL AS	2014 DUES-SH	00142242	13004852	2014 MBRSHP DUES-SHOEMAKE	05/16/14	237946	70.00-
00001	INTL MUNICIPAL SIGNAL AS	2014 DUES-HI	00142242	13004853	2014 MBRSHP DUES-HILL	05/16/14	237946	70.00-
INTL MUNICIPAL SIGNAL AS								
Sum								140.00-
00001	INTL MUNICIPAL SIGNAL AS	REG-SHOEMAKE	00142436	13005085	REG-SHOEMAKE-TRAFF SIGNAL CLS	05/16/14	237947	1,200.00-
00001	INTL MUNICIPAL SIGNAL AS	REG-HILL 6/3	00142436	13005086	REG-HILL-TRAFFIC SIGNAL CLS	05/16/14	237947	1,100.00-
INTL MUNICIPAL SIGNAL AS								
Sum								2,300.00-
00001	IRBY, STUART C CO	S008258570.0	00141949	13004840	BLDG MATLS #7 FIRE STA	05/16/14	237948	228.34-
00001	IRBY, STUART C CO	S008259742.0	00141949	13004841	BLDG MATLS #7 FIRE STA	05/16/14	237948	61.60-
00001	IRBY, STUART C CO	S008249915.0	00142176	13004932	ELEC SUPP-LIGHTS-P/F ACADEMY	05/16/14	237948	41.36-
IRBY,STUART C CO								
Sum								331.30-
00001	JET CONSTRUCTION	1843	00142137	13005094	TOPSOIL HIGHLAND CEMETERY	05/16/14	237950	2,925.00-
JET CONSTRUCTION								
Sum								2,925.00-
00001	JONES, OPHELIA	TRAV ADVANCE	00142479	13005134	TRAV ADV-CRT CLK CONF GULFPT	05/16/14	237951	404.56-
JONES,OPHELIA								
Sum								404.56-
00001	KENTWOOD SPRINGWATER	958126	00142381	13005023	DRINKING WATER POLICE DEPT	05/16/14	237956	205.05-
00001	KENTWOOD SPRINGWATER	153058	00142453	13005152	DRINKING WATER POLICE DEPT	05/16/14	237956	221.95-
00001	KENTWOOD SPRINGWATER	958126(B)	00142453	13005153	WATER BOTTLE DEPOSITS	05/16/14	237956	24.00-
KENTWOOD SPRINGWATER								
Sum								451.00-
00001	KRONOS INCORPORATED	10844065	00132169	13005064	TIME/ATTENDANCE SOFTWARE	05/16/14	237962	2,100.00-
KRONOSINCORPORATED								
Sum								2,100.00-
00001	LAMAR CTY SHERIFF	JAIL 2/14	00142527	13005201	JAIL EXPENSE 2/14	05/16/14	237965	740.00-
00001	LAMAR CTY SHERIFF	JAIL 3/14	00142527	13005202	JAIL EXPENSE 3/14	05/16/14	237965	580.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	LAMAR CTY SHERIFF	JAIL 4/14	00142527	13005203	JAIL EXPENSE 4/14	05/16/14	237965	940.00-
LAMARCTY SHERIFF								
Sum								2,260.00-
00001	LANCASTER'S MACHINE & WE	21731	00142232	13004881	REPAIR MOWER U#16558 CEMETERY	05/16/14	237966	270.00-
LANCASTER'S MACHINE & WE								
Sum								270.00-
00001	LAUREL MACHINE & FOUNDRY	469025	00141880	13005003	SHEET METAL/HOT ROLL-SHOP	05/16/14	237967	957.20-
00001	LAUREL MACHINE & FOUNDRY	469286	00141880	13005004	SHEET METAL-SHOP	05/16/14	237967	528.50-
00001	LAUREL MACHINE & FOUNDRY	469648	00141880	13005005	HOT ROLL FLOOR PLATE-SHOP	05/16/14	237967	925.62-
LAURELMACHINE & FOUNDRY								
Sum								2,411.32-
00001	LEE, BRANDON	TRAVEL REIMB	00142414	13005053	EXPNS SMOKE DIVER COURSE	05/16/14	237968	36.37-
LEE, BRANDON								
Sum								36.37-
00001	LOWE'S OF HATTIESBURG IN	924302	00141065	13004839	HOSE TESTING TOOLS FIRE DEPT	05/16/14	237972	137.40-
00001	LOWE'S OF HATTIESBURG IN	973738	00141248	13004844	WASHER #5 FIRE STA	05/16/14	237972	409.54-
00001	LOWE'S OF HATTIESBURG IN	935146	00141804	13004854	WATER COOLERS PUBLIC WORKS	05/16/14	237972	151.96-
00001	LOWE'S OF HATTIESBURG IN	953991	00141443	13004863	SCREENS FOR PUBLIC WORKS	05/16/14	237972	60.02-
00001	LOWE'S OF HATTIESBURG IN	953011	00141476	13004864	SAW BLADES CONST DEPT	05/16/14	237972	284.88-
00001	LOWE'S OF HATTIESBURG IN	924737	00141766	13004865	HAND SCRAPERS CONSTR DEPT	05/16/14	237972	75.92-
LOWE'SOF HATTIESBURG IN								
Sum								1,119.72-
00001	M B C - L E O	REG-DUPREE 6	00142452	13005044	REG-DUPREE-CONF BILOXI	05/16/14	237973	175.00-
00001	M B C - L E O	REG-ARNOLD 6	00142452	13005045	REG-ARNOLD-CONF BILOXI	05/16/14	237974	175.00-
00001	M B C - L E O	REG-WHITE 6/	00142452	13005046	REG-WHITE-CONF BILOXI	05/16/14	237975	175.00-
00001	M B C - L E O	REG-NAYLOR 6	00142496	13005128	REG-NAYLOR-CONF BILOXI	05/16/14	237976	175.00-
M B C- L E O								
Sum								700.00-
00001	M M C MATERIALS INC	315702	00142083	13005035	CONCRETE 4TH ST MED CLINIC	05/16/14	237977	92.50-
M M CMATERIALS INC								
Sum								92.50-
00001	MAULDIN COMPANY	28557	00142334	13005165	FILTER-MOWER U#15514 STREET	05/16/14	237979	88.32-
MAULDIN COMPANY								
Sum								88.32-
00001	MAY & COMPANY	81349	00140752	13005027	EQUIP REPR HOMELAND SECURITY	05/16/14	237980	1,672.52-
MAY &COMPANY								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								1,672.52-
00001	MCCAIN UNIFORMS	284088-1	00141575	13004887	UNIFORM DRESS TROUSERS	05/16/14	237981	73.50-
00001	MCCAIN UNIFORMS	284082-1	00141737	13004888	INSPECTOR UNIFORM TIES	05/16/14	237981	27.50-
00001	MCCAIN UNIFORMS	282392-1	00141438	13005050	UNIFORM TROUSERS POL RECRUITS	05/16/14	237981	325.00-
00001	MCCAIN UNIFORMS	282496-1	00141438	13005051	UNIFORM BOOTS POLICE RECRUITS	05/16/14	237981	1,248.00-
00001	MCCAIN UNIFORMS	283334-1	00141438	13005052	UNIFORM TROUSERS POL RECRUITS	05/16/14	237981	2,080.00-
MCCAINUNIFORMS								
Sum								3,754.00-
00001	MCCRORY, DONALD P	SALARY 4/14	00142534	13005238	SALARY 4/14 HOMELAND SEC TRNR	05/16/14	237982	4,676.00-
00001	MCCRORY, DONALD P	4/14 TRAVEL	00142534	13005239	TRAVEL EXPNS 4/14	05/16/14	237982	1,672.92-
00001	MCCRORY, DONALD P	TELEPHONE 4/	00142534	13005240	TELEPHONE EXPENSE 4/14	05/16/14	237982	45.67-
MCCRORY, DONALD P								
Sum								6,394.59-
00001	MCELHANEY PLUMBING INC	218878	00141482	13004875	PLUMB SUPP AIRPORT MAINT	05/16/14	237983	80.78-
00001	MCELHANEY PLUMBING INC	219049	00142150	13004896	PLUMB SUPP-WASH RACK-P/WORKS	05/16/14	237983	57.90-
00001	MCELHANEY PLUMBING INC	219719	00141767	13004897	PLUMB TOOLS CONSTR DEPT	05/16/14	237983	60.85-
00001	MCELHANEY PLUMBING INC	218789	00141354	13004901	HARDWARE SUPP 4/14 POLICE DEPT	05/16/14	237983	91.34-
00001	MCELHANEY PLUMBING INC	218945	00141701	13005006	DOLLY U#15480 CONSTR DEPT	05/16/14	237983	49.95-
MCELHANEY PLUMBING INC								
Sum								340.82-
00001	MCMULLAN EQUIPMENT CO	154018P	00142396	13005083	REPR PTS U#14147 FIRE DEPT	05/16/14	237984	271.50-
MCMULLAN EQUIPMENT CO								
Sum								271.50-
00001	METRO CRIMESTOPPERS INC	CITY COURT C	02014477	13004795	CITY COURT COSTS 4/14	05/05/14	18780	1,797.19-
METROCRIMESTOPPERS INC								
Sum								1,797.19-
00001	MID SOUTH UNIFORM & SUPP	513842	00141645	13004813	UNIFORM BOOTS-BUCKHALTER	05/16/14	237988	90.00-
00001	MID SOUTH UNIFORM & SUPP	514055	00141278	13004912	BDU-CRABTREE-POLICE	05/16/14	237988	53.07-
00001	MID SOUTH UNIFORM & SUPP	514025	00141435	13004913	VARI SHIRTS ACDMY RECRUIT CLS	05/16/14	237988	820.00-
00001	MID SOUTH UNIFORM & SUPP	514083	00141844	13004914	NAMEPLATES-SPEIGHTS/DAVIS	05/16/14	237988	56.14-
00001	MID SOUTH UNIFORM & SUPP	514026	00141909	13004915	T SHIRTS POLICE STOCK	05/16/14	237988	90.00-
00001	MID SOUTH UNIFORM & SUPP	514218	00141445	13004919	RPLCMNT BODY ARMOR POLICE	05/16/14	237988	6,887.00-
00001	MID SOUTH UNIFORM & SUPP	513224	00140248	13004995	PATROLMAN SHIRTS/HAT BADGES	05/16/14	237988	3,377.70-
00001	MID SOUTH UNIFORM & SUPP	513736	00141451	13005146	L/S SHIRTS-HPD RECRUIT CLASS	05/16/14	237988	1,488.00-
00001	MID SOUTH UNIFORM & SUPP	514117	00141483	13005147	NAMEPLATES HPD RECRUITS	05/16/14	237988	449.12-
00001	MID SOUTH UNIFORM & SUPP	514525	00141452	13005149	BODY ARMOR HPD RECRUIT CLASS	05/16/14	237988	12,930.00-
MID SOUTH UNIFORM & SUPP								
Sum								26,241.03-
00001	MIKE'S TIRE & WHEEL CO	2173842	00142026	13004858	TIRE TUBES U#15515 STREET	05/16/14	237989	38.50-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MIKE'STIRE & WHEEL CO								
Sum								38.50-
00001	MISSISSIPPI AG COMPANY,	P63271	00142025	13004859	SEAT ASSEMBLY-TRACTOR 6248	05/16/14	237991	122.82-
MISSISSIPPI AG COMPANY,								
Sum								122.82-
00001	MISSISSIPPI LTAP CENTER	REG-SHOEMAKE	00142486	13005160	REG-SHOEMAKE-SUPERVISOR TRNG	05/16/14	237992	35.00-
00001	MISSISSIPPI LTAP CENTER	REG-SUTTON 6	00142486	13005161	REG-SUTTON-SUPERVISOR TRNG	05/16/14	237992	35.00-
00001	MISSISSIPPI LTAP CENTER	REG-GILMORE	00142486	13005162	REG-GILMORE-SUPERVISOR TRNG	05/16/14	237992	35.00-
00001	MISSISSIPPI LTAP CENTER	REG-PARKS 6/	00142486	13005163	REG-PARKS-SUPERVISOR TRNG	05/16/14	237992	35.00-
00001	MISSISSIPPI LTAP CENTER	REG-BRUTEN 6	00142486	13005164	REG-BRUTEN-SUPERVISOR TRNG	05/16/14	237992	35.00-
MISSISSIPPI LTAP CENTER								
Sum								175.00-
00001	MOFFETT, STEPHANIE	PETTY CASH 4	00142437	13005056	PETTY CASH PUBLIC WORKS	05/16/14	237994	261.68-
MOFFETT, STEPHANIE								
Sum								261.68-
00001	MOLLY MAID	SERVICES 5/1	00142283	13004878	SERVS 5/14 GRNDS MAINT OFFICE	05/16/14	237995	245.00-
MOLLYMAID								
Sum								245.00-
00001	MORPHOTRUST USA	80554	00142014	13004829	FINGERPRINT MACHINE MAINT	05/16/14	237996	6,433.00-
MORPHOTRUST USA								
Sum								6,433.00-
00001	MOTOROLA CUSTOMER CONNEC	13006720	00141724	13004884	RPLCMNT RADIOS RISK MGMT	05/16/14	237998	400.00-
00001	MOTOROLA CUSTOMER CONNEC	13008185	00141853	13005074	RADIO EQUIPMENT ANIMAL CNTRL	05/16/14	237998	1,100.00-
MOTOROLA CUSTOMER CONNEC								
Sum								1,500.00-
00001	MOTOROLA INC (EPL RADIOS	13006931	00141560	13004898	NEW RADIOS/BATT CHARGERS	05/16/14	237999	41,131.91-
MOTOROLA INC (EPL RADIOS								
Sum								41,131.91-
00001	MS ASSN GOVT PURCH/PROP	139887266961	00142205	13004809	MBRSHP DUES SANDY PERKINS	05/16/14	238001	35.00-
MS ASSN GOVT PURCH/PROP								
Sum								35.00-
00001	MS ASSN OF CHIEFS OF POL	REG-BOLTON 6	00142255	13004835	REG-BOLTON BILOXI CONF	05/16/14	238002	325.00-
MS ASSN OF CHIEFS OF POL								
Sum								325.00-
00001	MS COURT ADMINISTRATORS	2012-2014 DU	00142293	13004906	PAST DUE/YEARLY DUES-CLERKS	05/16/14	238003	150.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MS COURT ADMINISTRATORS								
Sum								150.00-
00001	MS DEPT OF INFORMATION T	IN 601 COH19	02014483	13005013	LONG DIST SERV 4/14 VARI DEPTS	05/16/14	238004	14,860.41-
MS DEPT OF INFORMATION T								
Sum								14,860.41-
00001	MS EMBROIDERY COMPANY	10236	00142304	13005095	EMBROIDER PK OFFICER SHIRTS	05/16/14	238005	100.00-
MS EMBROIDERY COMPANY								
Sum								100.00-
00001	MS FIRE & SAFETY OF HBUR	39982	00142227	13004996	EXTINGUISHERS FIRE DEPT	05/16/14	238006	1,390.00-
MS FIRE & SAFETY OF HBUR								
Sum								1,390.00-
00001	MS MUNICIPAL CLERKS & CO	APPL FEE-KER	00142564	13005230	APPLICATION FEE-KERSH-COURT	05/16/14	238007	150.00-
MS MUNICIPAL CLERKS & CO								
Sum								150.00-
00001	MS MUNICIPAL COURT CLERK	REG-GOFF 6/2	00142477	13005135	REG-GOFF-CONF GULFPORT	05/16/14	238008	50.00-
00001	MS MUNICIPAL COURT CLERK	REG-HICKS 6/	00142477	13005136	REG-HICKS-CONF GULFPORT	05/16/14	238008	50.00-
00001	MS MUNICIPAL COURT CLERK	REG-JONES 6/	00142477	13005137	REG-JONES-CONF GULFPORT	05/16/14	238008	50.00-
MS MUNICIPAL COURT CLERK								
Sum								150.00-
00001	MS MUNICIPAL LEAGUE	REG-BERNARDO	00142494	13005124	REG-BERNARDO-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-BRADLEY	00142493	13005125	REG-BRADLEY-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-CARROLL	00142492	13005126	REG-CARROLL-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-DRYDEN 6	00142491	13005127	REG-DRYDEN-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-NAYLOR 6	00142495	13005129	REG-NAYLOR-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-DUPREE 6	00142548	13005138	REG-DUPREE CONF BILOXI	05/16/14	238010	30.00-
00001	MS MUNICIPAL LEAGUE	REG-EVANS 6/	00142584	13005214	REG-EVANS-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-BRANTLEY	00142584	13005215	REG-BRANTLEY-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-ARNOLD 6	00142583	13005216	REG-ARNOLD-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-DUPREE 6	00142582	13005224	REG-DUPREE-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-EVERETT	00142582	13005225	REG-EVERETT-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-HUGHES 6	00142582	13005226	REG-HUGHES-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-BOLTON 6	00142582	13005227	REG-BOLTON-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-WHITE 6/	00142581	13005231	REG-WHITE-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-BARNES 6	00142580	13005243	REG-BARNES-CONF BILOXI	05/16/14	238010	235.00-
MS MUNICIPAL LEAGUE								
Sum								3,320.00-
00001	MS MUNICIPAL WORKERS' CO	5446	00142315	13004905	ADDL PREMIUM AFTER AUDIT	05/16/14	238011	10,122.00-

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MS MUNICIPAL WORKERS' CO								
Sum								10,122.00-
00001	MS POLICE SUPPLY CO INC	13168	00142249	13005150	DUTY GEAR LATERAL OFFICERS	05/16/14	238012	620.00-
MS POLICE SUPPLY CO INC								
Sum								620.00-
00001	MS POWER COMPANY	5/14 GENERAL	00201415	13005209	MNTHLY ELEC-GENERAL	05/16/14	238013	6,088.00-
MS POWER COMPANY								
Sum								6,088.00-
00001	MS STATE DEVELOPMENT AUT	GRANT #R-103	02014496	13005097	HCL LEVERAGE LENDER LLC	05/13/14	18796	10,117.67-
MS STATE DEVELOPMENT AUT								
Sum								10,117.67-
00001	MS STATE TAX COMMISSION/	142257	00142257	13004792	REPLACEMENT TITLE-HPD VEHICLE	05/01/14	18775	4.00-
MS STATE TAX COMMISSION/								
Sum								4.00-
00001	MS STATE/EMP SECURITY CO	9200131000 G	00142563	13005211	UNEMP BENEFITS 1ST QTR 2014	05/16/14	238014	4,586.79-
MS STATE/EMP SECURITY CO								
Sum								4,586.79-
00001	MS STATE/TREASURER/FEMA	4/29/14	00142172	13004787	PYBCK FEMA/KATRINA PWs	05/01/14	18766	476,090.61-
MS STATE/TREASURER/FEMA								
Sum								476,090.61-
00001	MS STATE/TREASURER/FINAN		02014478	13004800		05/05/14	18785	95,062.84-
MS STATE/TREASURER/FINAN								
Sum								95,062.84-
00001	MYERS UNDERGROUND UTILIT	#2	00134500	13005066	4TH ST DRNGE IMPS W OF MAIN ST	05/16/14	238016	28,787.40-
MYERSUNDERGROUND UTILIT								
Sum								28,787.40-
00001	NAPA AUTO PARTS	506689	00142193	13004936	REPR PTS U#14699 FIRE DEPT	05/16/14	238017	168.63-
00001	NAPA AUTO PARTS	506787	00142238	13005157	FIRE MECHANIC SHOP SUPPLIES	05/16/14	238017	65.26-
00001	NAPA AUTO PARTS	507394	00142514	13005159	TRUCK MAINT SUPP FIRE DEPT	05/16/14	238017	191.85-
NAPA AUTO PARTS								
Sum								425.74-
00001	NAYLOR, HENRY	TRAV ADVANCE	00142497	13005130	TRAV ADV MBC-LEO/MML CONF	05/16/14	238018	800.00-
NAYLOR, HENRY								
Sum								800.00-
00001	NEWELL PAPER COMPANY	812509	00141770	13004962	JANIT SUPP PUBLIC WORKS DEPT	05/16/14	238020	121.66-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	NEWELL PAPER COMPANY	813299	00142367	13005084	JANIT SUPP TRAFFIC/CONSTR	05/16/14	238020	293.15-
00001	NEWELL PAPER COMPANY	813330	00142320	13005246	JANIT SUPP ANIMAL CONTROL	05/16/14	238020	77.04-
00001	NEWELL PAPER COMPANY	813494	00142320	13005247	JANIT SUPP ANIMAL CONTROL	05/16/14	238020	110.16-
00001	NEWELL PAPER COMPANY	813627	00142462	13005257	JANIT SUPP POLICE DEPT	05/16/14	238020	1,056.45-
NEWELLPAPER COMPANY								
Sum								1,658.46-
00001	NICHOLS, DAVE	2152 #2	00142149	13004802	CERT TRNG CRSE 4/19-GRANT	05/16/14	238021	250.00-
NICHOLS, DAVE								
Sum								250.00-
00001	NORTHERN TOOL & EQUIP CO	30557517	00142224	13005042	PRESSURE WASHER PUMP-CEMETERY	05/16/14	238023	422.69-
NORTHERN TOOL & EQUIP CO								
Sum								422.69-
00001	OFFICE DEPOT INC	1677148336	00142029	13004804	COMPUTER SUPP MPO DEPT	05/16/14	238024	659.63-
00001	OFFICE DEPOT INC	1678710443	00142230	13005098	OFFICE SUPP INFO TECH	05/16/14	238024	993.91-
00001	OFFICE DEPOT INC	711282032001	00142231	13005168	OFFICE CHAIR GO&FS	05/16/14	238024	90.00-
00001	OFFICE DEPOT INC	711281696001	00142044	13005170	HANGING WALL FILES SANIT OFFC	05/16/14	238024	103.78-
00001	OFFICE DEPOT INC	1676557247	00141939	13005249	OFFICE SUPP PUBLIC WORKS	05/16/14	238024	339.86-
OFFICEDEPOT INC								
Sum								2,187.18-
00001	OTTO ENVIRONMENTAL SYS N	OTTO 5324594	00141890	13004867	RPLCMNT GARBAGE CAN WHEELS	05/16/14	238025	2,950.00-
OTTO ENVIRONMENTAL SYS N								
Sum								2,950.00-
00001	OWENS BUSINESS MACHINES	268546	00142237	13004924	UPGRADE COPIER POLICE ADM	05/16/14	238026	640.00-
00001	OWENS BUSINESS MACHINES	268542	00142237	13004925	UPGRADE COPIER POLICE ADM	05/16/14	238026	89.00-
OWENSBUSINESS MACHINES								
Sum								729.00-
00001	PARTIDA, ASHLEY	PO#141967 4/	00141967	13005255	COLLECT ACCT PROCEDURE TRNG	05/16/14	238029	30.00-
00001	PARTIDA, ASHLEY	PO#142134 4/	00142134	13005256	ADDL AMT DUE PO#141967	05/16/14	238029	120.00-
PARTIDA, ASHLEY								
Sum								150.00-
00001	PEARL RIVER VALLEY EPA (	102100005 5/	00201415	13005205	MNTHLY 5/14 PUBLIC SERVICES	05/16/14	238032	599.40-
00001	PEARL RIVER VALLEY EPA (	46099001 5/0	00201415	13005206	MNTHLY 5/14 PUBLIC SERVICES	05/16/14	238032	35.17-
00001	PEARL RIVER VALLEY EPA (	5/14 GENERAL	00201415	13005207	MNTHLY 5/14 PUBLIC SERVICES	05/16/14	238032	4,969.74-
PEARLRIVER VALLEY EPA (								
Sum								5,604.31-
00001	PENNEY, J C COMMERCIAL	P911900G200Y	00141979	13005072	CLOTH ALLOW-MCLAURIN-POLICE	05/16/14	238033	197.95-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PENNEY, J C COMMERCIAL								
Sum								197.95-
00001	PETAL MUFFLER & GLASS	1472	00141643	13004851	REPR PTS U#9781 TRAFFIC	05/16/14	238034	115.99-
PETALMUFFLER & GLASS								
Sum								115.99-
00001	PHILLIPS CAR CARE CENTER	29794	00142271	13005031	A/C REPR U#14697 LAND CODE	05/16/14	238036	682.18-
PHILLIPS CAR CARE CENTER								
Sum								682.18-
00001	PIN CENTER, THE	0414090	00140926	13004801	H/BURG SEAL PINS M/ADM	05/16/14	238038	990.00-
PIN CENTER, THE								
Sum								990.00-
00001	PINE BELT OIL COMPANY IN	1016933	00142167	13004904	WEEKLY GAS/DIESEL PUB WORKS	05/16/14	238040	25,197.69-
00001	PINE BELT OIL COMPANY IN	784148	00142335	13005002	GAS CARDS PUBLIC WORKS	05/16/14	238040	477.24-
00001	PINE BELT OIL COMPANY IN	1012555	00141845	13005067	WEEKLY GASOLINE PUBLIC WORKS	05/16/14	238040	18,842.68-
00001	PINE BELT OIL COMPANY IN	1013135	00142312	13005068	WEEKLY GAS/DIESEL PUB WORKS	05/16/14	238040	24,611.59-
00001	PINE BELT OIL COMPANY IN	1012552	00141933	13005131	WEEKLY GAS/DIESEL PUB WORKS	05/16/14	238040	20,494.87-
00001	PINE BELT OIL COMPANY IN	POLICE 4/1-4	00142572	13005235	REMOTE FUEL SITE CHGS POLICE	05/16/14	238040	4,243.31-
00001	PINE BELT OIL COMPANY IN	FIRE 4/1-4/3	00142572	13005236	REMOTE FUEL SITE CHGS FIRE	05/16/14	238040	1,535.96-
00001	PINE BELT OIL COMPANY IN	5410309	00142593	13005241	FUEL CHG U#14517 FIRE DEPT	05/16/14	238040	40.00-
00001	PINE BELT OIL COMPANY IN	5410314	00142593	13005242	FUEL CHG U#14517 FIRE DEPT	05/16/14	238040	40.57-
PINE BELT OIL COMPANY IN								
Sum								95,483.91-
00001	PINE BELT REGIONAL SOLID	100006 4/14	00142457	13005057	REFUSE DISPOSAL 4/14 SANIT	05/16/14	238041	39,732.81-
PINE BELT REGIONAL SOLID								
Sum								39,732.81-
00001	PITTMAN AUTO TRIM	613337	00141973	13004879	REPAIR TRAFFIC SAFETY SIGNS	05/16/14	238042	40.00-
PITTMAN AUTO TRIM								
Sum								40.00-
00001	PRO TRAVEL INC	DL/H2UHYE CH	00142212	13004825	AIR FARE-CHERRY-CHAPLAIN CONF	05/16/14	238048	536.00-
PRO TRAVEL INC								
Sum								536.00-
00001	REGIONS CARDHOLDER SERVI	7079 4/30/14	00142577	13005218	EXPNS COLEMAN 4/13-17 COURT	05/16/14	238051	749.00-
00001	REGIONS CARDHOLDER SERVI	7079 4/30/14	00142577	13005219	DROPBOX UPGRADE	05/16/14	238051	99.00-
00001	REGIONS CARDHOLDER SERVI	7079 4/30/14	00142577	13005220	MITCHELL/QUINN ONLINE COURSES	05/16/14	238051	419.00-
00001	REGIONS CARDHOLDER SERVI	7079 4/30/14	00142577	13005221	STEVE MITCHELL-EXAM	05/16/14	238051	357.00-
00001	REGIONS CARDHOLDER SERVI	7079 4/30/14	00142577	13005222	CERTIF CLS JORDAN/MITCHELL	05/16/14	238051	349.00-
00001	REGIONS CARDHOLDER SERVI	7079 4/30/14	00142577	13005223	LATE FEE	05/16/14	238051	16.05-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
REGIONS CARDHOLDER SERVI								
Sum								1,989.05-
00001	RJ YOUNG COMPANY	INV335972	00142199	13004831	COPIER 3/28-4/27 DETECTIVES	05/16/14	238052	518.00-
00001	RJ YOUNG COMPANY	INV333558	00142217	13004836	COPIER 3/26-4/25 P/F ACADEMY	05/16/14	238052	322.59-
00001	RJ YOUNG COMPANY	INV336061	00142162	13004862	COPIER 3/28-4/17/14 ENGR DEPT	05/16/14	238052	338.47-
00001	RJ YOUNG COMPANY	INV335973	00142359	13004997	COPIER 3/28-4/27 FIRE DEPT	05/16/14	238052	196.00-
00001	RJ YOUNG COMPANY	INV335973(B)	00142361	13004998	ADDL AMT DUE PO#142359	05/16/14	238052	4.41-
00001	RJ YOUNG COMPANY	INV335971	00142369	13005018	COPIER 3/28-4/27 PLANNING	05/16/14	238052	390.00-
RJ YOUNG COMPANY								
Sum								1,769.47-
00001	RODCO, LLC	10244	00142262	13004847	PLANS REVIEW PERKINS/BENGE	05/16/14	238053	500.00-
00001	RODCO, LLC	10204	00142262	13004848	PLANS REVIEW HUNT CLUB	05/16/14	238053	1,612.25-
00001	RODCO, LLC	10214	00142262	13004849	PLANS REVIEW CHILDRENS CLINIC	05/16/14	238053	877.80-
RODCO,LLC								
Sum								2,990.05-
00001	RYAN MOTORS INC	200385	00142180	13004820	REPR PTS U#16756 POLICE	05/16/14	238055	149.64-
00001	RYAN MOTORS INC	200386	00142180	13004821	REPR PTS U#16756 POLICE	05/16/14	238055	100.44-
RYAN MOTORS INC								
Sum								250.08-
00001	SACKS OUTDOOR SUPPLY	17938	00137588	13004916	CLOTH ALLOW-BYRD-POLICE	05/16/14	238056	197.87-
00001	SACKS OUTDOOR SUPPLY	17881	00138380	13004917	CLOTH ALLOW-PROULX-POLICE	05/16/14	238056	89.98-
00001	SACKS OUTDOOR SUPPLY	18199	00138412	13004918	CLOTH ALLOW-MCLAURIN-POLICE	05/16/14	238056	79.00-
00001	SACKS OUTDOOR SUPPLY	18186	00142289	13005020	CLOTH ALLOW-FAIRLEY-POLICE	05/16/14	238056	89.98-
00001	SACKS OUTDOOR SUPPLY	18198	00142322	13005021	CLOTH ALLOW-ROBINSON-POLICE	05/16/14	238056	496.95-
00001	SACKS OUTDOOR SUPPLY	18187	00142328	13005022	CLOTH ALLOW-DUNAWAY-POLICE	05/16/14	238056	89.98-
00001	SACKS OUTDOOR SUPPLY	18197	00142009	13005073	CLOTH ALLOW WEAVER-HARRIS	05/16/14	238056	74.97-
00001	SACKS OUTDOOR SUPPLY	18182	00142234	13005148	HONOR GUARD SHOES BUCKHALTER	05/16/14	238056	79.97-
SACKSOUTDOOR SUPPLY								
Sum								1,198.70-
00001	SCOTT, CLYDE C INSURANCE	10644	00142168	13004828	MOTORCYCLE INS 5/14-5/15	05/16/14	238060	14,767.00-
SCOTT,CLYDE C INSURANCE								
Sum								14,767.00-
00001	SHERWIN-WILLIAMS COMPANY	3834-8	00141706	13005080	EVIDENCE PRESERVATION SUPP	05/16/14	238062	89.19-
SHERWIN-WILLIAMS COMPANY								
Sum								89.19-
00001	SHOEMAKE, SHANNON	PETTY CASH 4	00142178	13004850	PETTY CASH TRAFFIC/CONSTR	05/16/14	238063	374.07-
00001	SHOEMAKE, SHANNON	TRAV ADVANCE	00142435	13005055	TRAV ADV-TRAFF SIGNAL CLASSES	05/16/14	238064	748.00-
SHOEMAKE, SHANNON								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								1,122.07-
00001	SHOWS DEARMAN & WAITS IN	17999	00142507	13005167	GENERAL CONSULT SRVS MCNEASE	05/16/14	238067	21,110.00-
00001	SHOWS DEARMAN & WAITS IN	18012	00142501	13005169	SRVS 3/23-4/26 IRENE CHAPEL	05/16/14	238067	300.00-
SHOWSDEARMAN & WAITS IN								
Sum								21,410.00-
00001	SIDESHOW MEDIA (REFUNDS)	PRIVILEGE TA	02014486	13005016	PRIVILEGE TAX REFUND	05/16/14	238068	20.00-
SIDESHOW MEDIA (REFUNDS)								
Sum								20.00-
00001	SOUTH MS EMERGENCY PHYSI	132720709/27	00142520	13005195	SRV 3/2/14 STANTON-PRISONER	05/16/14	238072	1,023.00-
00001	SOUTH MS EMERGENCY PHYSI	132731583/27	00142520	13005196	SRV 3/2/14 GRAVES-PRISONER	05/16/14	238072	512.00-
SOUTHMS EMERGENCY PHYSI								
Sum								1,535.00-
00001	SOUTHERN PINE ELECTRIC P	5/14 GENERAL	00201415	13005208	MNTHLY 5/14 PUBLIC SERVICES	05/16/14	238075	1,277.69-
SOUTHERN PINE ELECTRIC P								
Sum								1,277.69-
00001	SOUTHERN PINES ANIMAL SH	6/14	00142197	13004874	HANDLING/HOUSING 6/14	05/16/14	238076	9,979.83-
SOUTHERN PINES ANIMAL SH								
Sum								9,979.83-
00001	SOUTHERN TIRE MART LLC	11086301	00141926	13004964	BACK TIRE U#13024 CEMETERY	05/16/14	238077	212.00-
00001	SOUTHERN TIRE MART LLC	11086857	00142260	13005166	STOCK TIRES STREET UNITS	05/16/14	238077	1,166.42-
00001	SOUTHERN TIRE MART LLC	11086707	00142338	13005171	STOCK TIRES/GARBAGE TRUCKS	05/16/14	238077	3,063.60-
SOUTHERN TIRE MART LLC								
Sum								4,442.02-
00001	SOUTHERN WATERWORKS SUPP	53188	00142173	13005090	SUPP/TOOLS DRAINAGE DEPT	05/16/14	238078	232.56-
SOUTHERN WATERWORKS SUPP								
Sum								232.56-
00001	SPF WINDOW TINTING	PO#142321 5/	00142321	13005040	TINT WINDOWS U#19750 ANIM CTL	05/16/14	238081	220.00-
SPF WINDOW TINTING								
Sum								220.00-
00001	STANDARD OFFICE SUPPLY C	0043700-001	00142024	13004803	BUSINESS CARD STOCK INFO TECH	05/16/14	238082	130.00-
00001	STANDARD OFFICE SUPPLY C	0043663-001	00142033	13004882	OFFICE SUPP PK OPER/WTR BILL	05/16/14	238082	433.90-
00001	STANDARD OFFICE SUPPLY C	0043456-001	00141551	13005017	PAYROLL FORMS HUMAN RES	05/16/14	238082	1,058.00-
00001	STANDARD OFFICE SUPPLY C	0043881-001	00142107	13005075	EVIDENCE LABELS POLICE DEPT	05/16/14	238082	419.90-
00001	STANDARD OFFICE SUPPLY C	0043711-001	00142046	13005144	OFFICE SUPP/COPY PAPER POLICE	05/16/14	238082	423.49-
STANDARD OFFICE SUPPLY C								
Sum								2,465.29-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	STRIBLING EQUIPMENT CO L	BS006000126:	00142316	13004953	TRACKHOE 3/18-4/18 STREET	05/16/14	238085	6,050.00-
STRIBLING EQUIPMENT CO L								
Sum								6,050.00-
00001	THORNTON, BENJAMIN	PO#142307 5/	00142307	13004907	TRANSLATION SERV CITY/RENOSO	05/16/14	238088	75.00-
00001	THORNTON, BENJAMIN	TRANSLATOR 5	00142588	13005212	TRANSLATOR SRVS 5/12/14 COURT	05/16/14	238088	75.00-
THORNTON, BENJAMIN								
Sum								150.00-
00001	THYSSENKRUPP ELEVATOR CO	3001071538	00142549	13005174	MAINT 5/14 PINE ST GARAGE	05/16/14	238089	423.79-
THYSSENKRUPP ELEVATOR CO								
Sum								423.79-
00001	TRANSUNION RISK AND ALTE	362606 5/01/	00142314	13004926	ONLINE INVESTIGATIONS 4/14	05/16/14	238091	111.50-
TRANSUNION RISK AND ALTE								
Sum								111.50-
00001	TRUCK SERVICE & EQUIPMEN	315533	00142108	13004957	REPR PTS U#14410 SANIT	05/16/14	238094	323.30-
00001	TRUCK SERVICE & EQUIPMEN	315681	00142374	13005172	REPR PTS SANIT STOCK	05/16/14	238094	30.00-
TRUCKSERVICE & EQUIPMEN								
Sum								353.30-
00001	TRUCKPRO INC	039-0550889	00139547	13005009	REPR PTS U#2681 FIRE DEPT	05/16/14	238095	80.34-
00001	TRUCKPRO INC	039-0553607	00139547	13005010	CREDIT	05/16/14	238095	66.45
00001	TRUCKPRO INC	039-0553398	00142337	13005260	REPR PTS U#17724 SANIT	05/16/14	238095	455.45-
TRUCKPRO INC								
Sum								469.34-
00001	TRUCKS PLUS AUTO ACCESSO	28161	00142186	13004959	FLOOR MATS U#19750 ANIMAL CTL	05/16/14	238096	109.00-
00001	TRUCKS PLUS AUTO ACCESSO	28160	00142122	13004961	SPRAY IN BED LINER U#19750	05/16/14	238096	379.00-
TRUCKSPLUS AUTO ACCESSO								
Sum								488.00-
00001	TRUSTMARK BUSINESS CARD	3018 DUPREE	00142590	13005217	TICKET-COLEMAN-NLC WASHINGTON	05/16/14	238097	339.00-
TRUSTMARK BUSINESS CARD								
Sum								339.00-
00001	TRUSTMARK NATIONAL BANK/	18143/284011	02014481	13004903	GARB CAN LEASE DUE 5/30/14	05/06/14	18787	23,186.40-
00001	TRUSTMARK NATIONAL BANK/	4912/2733502	02014498	13005096	POLICE CARS LEASE DUE 5/17	05/13/14	18795	36,946.33-
TRUSTMARK NATIONAL BANK/								
Sum								60,132.73-
00001	UNITED FENCE COMPANY	00016055	00142004	13004920	PORTABLE DOG KENNEL	05/16/14	238100	465.00-
UNITEDFENCE COMPANY								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								465.00-
00001	UNITED PARCEL SERVICE IN	00008E1Y1516	00142169	13004826	SERVS 4/3,4/15 POLICE	05/16/14	238101	32.03-
00001	UNITED PARCEL SERVICE IN	00008E1Y1517	00142282	13004827	SERV 3/29/14 POLICE	05/16/14	238101	1.65-
00001	UNITED PARCEL SERVICE IN	00008E1Y1518	00142529	13005154	SHIP CHGS 4/30,5/2 POLICE	05/16/14	238101	60.65-
UNITEDPARCEL SERVICE IN								
Sum								94.33-
00001	V F W OF THE US	PARKING SPAC	00142219	13004883	PARKING SPACES 5/14	05/16/14	238104	75.00-
V F WOF THE US								
Sum								75.00-
00001	WANSLEY'S MACHINE & DRIV	33891	00142051	13004860	REPR PTS U#7871 STREET	05/16/14	238111	108.47-
WANSLEY'S MACHINE & DRIV								
Sum								108.47-
00001	WASTE MANAGEMENT OF SOUT	0007374-2526	00142458	13005058	REFUSE DISPOSAL 3/18-4/16/14	05/16/14	238113	17,453.04-
00001	WASTE MANAGEMENT OF SOUT	0007402-2152	00142459	13005059	REFUSE DISPOSAL 4/17-5/1/15	05/16/14	238113	12,969.66-
WASTEMANAGEMENT OF SOUT								
Sum								30,422.70-
00001	WASTE PRO HATTIESBURG	416585	00142460	13005060	RECYCLE FEES 4/14 SANIT	05/16/14	238114	20,784.30-
00001	WASTE PRO HATTIESBURG	416596	00142460	13005061	RECYCLE FEES 4/14 SANIT	05/16/14	238114	6,750.00-
WASTEPRO HATTIESBURG								
Sum								27,534.30-
00001	WATCH GUARD VIDEO	4REINV000273	00141978	13005258	IN CAR CAMERAS NEW POL UNITS	05/16/14	238115	52,200.00-
WATCHGUARD VIDEO								
Sum								52,200.00-
00001	WATERS INTERNATIONAL TRU	8-241260051	00142339	13005039	REPR PTS U#14409 SANIT	05/16/14	238117	421.86-
00001	WATERS INTERNATIONAL TRU	8 240440023	00140182	13005043	CREDIT	05/16/14	238117	20.00
00001	WATERS INTERNATIONAL TRU	8-241270057	00142377	13005173	REPR PTS U#16080 SANIT	05/16/14	238117	145.20-
WATERSINTERNATIONAL TRU								
Sum								547.06-
00001	WILLMUT GAS & OIL COMPAN	5/14 GENERAL	00201415	13005210	MNTHLY GAS-GENERAL	05/16/14	238122	1,762.07-
WILLMUT GAS & OIL COMPAN								
Sum								1,762.07-
Sum								3,646,718.36-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS& RECREATION FUND								
00002	A & R FARM AND GARDEN	251809	00142394	13001336	HERBICIDE GRNDS MAINT	05/16/14	237795	150.00-
00002	A & R FARM AND GARDEN	251810	00142002	13001337	HAND TOOLS GRNDS MAINT	05/16/14	237795	63.92-
A & RFARM AND GARDEN								
Sum								213.92-
00002	AAMCO TRANS/AUTOMOTIVE S	128178	00142177	13001234	REPRS U#8667 GRNDS MAINT	05/16/14	237796	160.00-
AAMCOTRANS/AUTOMOTIVE S								
Sum								160.00-
00002	AGRI-AFC LLC	2026924	00142411	13001267	FERTILIZER FOR BALLFIELDS	05/16/14	237799	2,749.06-
00002	AGRI-AFC LLC	5026940	00142411	13001268	FERTILIZER FOR BALLFIELDS	05/16/14	237799	845.89-
AGRI-AFC LLC								
Sum								3,594.95-
00002	ALL SOUTH PORTABLE SANIT	13482	00141222	13001222	PORTALETS 4/25 CHAIN PARK	05/16/14	237801	260.00-
00002	ALL SOUTH PORTABLE SANIT	13614	00142273	13001244	PORTALET MOVIE NIGHT TOWN SQ	05/16/14	237801	150.00-
00002	ALL SOUTH PORTABLE SANIT	13483	00141221	13001278	PORTALETS 4/16 TOWN SQ PARK	05/16/14	237801	130.00-
ALL SOUTH PORTABLE SANIT								
Sum								540.00-
00002	AMERICAN STEEL LINE BUIL	23787	00142052	13001242	STAGE ROOF PANELS TOWN SQ PK	05/16/14	237806	1,607.77-
AMERICAN STEEL LINE BUIL								
Sum								1,607.77-
00002	ANOINTED HANDS CLEANING	702	00142441	13001255	SERVS 5/14 GRNDS MAINT	05/16/14	237807	250.00-
ANOINTED HANDS CLEANING								
Sum								250.00-
00002	AUTOMOTIVE GLASS SPECIAL	I147515	00142201	13001235	BACK WINDOW U#13130 GRNDS MNT	05/16/14	237813	293.00-
AUTOMOTIVE GLASS SPECIAL								
Sum								293.00-
00002	BELL, DEVON	OFFICIAL 4/2	02014506	13001300	OFFICIAL-ADULT SOFTBALL	05/16/14	237819	85.00-
BELL,DEVON								
Sum								85.00-
00002	BETTS, SHERMAN	OFFICIAL 4/2	02014506	13001301	OFFICIAL-ADULT SOFTBALL	05/16/14	237821	391.00-
BETTS,SHERMAN								
Sum								391.00-
00002	BRACKMAN MOWER WAREHOUSE	IN0128586	00142204	13001217	WEEDEATER/MOWER REPR PTS	05/16/14	237832	959.49-
00002	BRACKMAN MOWER WAREHOUSE	IN0128438	00142157	13001236	MOWER BLADES U#19736	05/16/14	237832	42.27-
00002	BRACKMAN MOWER WAREHOUSE	IN0128752	00142323	13001271	REPRS MOWER U#8181	05/16/14	237832	43.27-
00002	BRACKMAN MOWER WAREHOUSE	IN0128753	00142325	13001272	REPRS MOWER U#14980	05/16/14	237832	77.15-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002	BRACKMAN MOWER WAREHOUSE	0128849	00142415	13001274	REPRS MOWER U#17561	05/16/14	237832	66.12-
00002	BRACKMAN MOWER WAREHOUSE	IN0128864	00142324	13001276	REPRS MOWER U#19464	05/16/14	237832	40.00-
00002	BRACKMAN MOWER WAREHOUSE	IN0128754	00142331	13001293	REPRS MOWER U#17562	05/16/14	237832	229.86-
BRACKMAN MOWER WAREHOUSE								
Sum								1,458.16-
00002	BRADDOCK, ARETHA	SPORTS SERVS	02014505	13001323	SPORTS SUPPORT SERVICES	05/16/14	237833	21.00-
BRADDOCK, ARETHA								
Sum								21.00-
00002	BRADLEY, MARQUITA	SPORTS SERVS	02014505	13001324	SPORTS SUPPORT SERVICES	05/16/14	237834	272.00-
BRADLEY, MARQUITA								
Sum								272.00-
00002	BROWN, KIM	OFFICIAL 4/2	02014506	13001302	OFFICIAL-ADULT SOFTBALL	05/16/14	237838	51.00-
BROWN,KIM								
Sum								51.00-
00002	BURKE, HOWARD	OFFICIAL 4/2	02014506	13001303	OFFICIAL-ADULT SOFTBALL	05/16/14	237842	272.00-
BURKE,HOWARD								
Sum								272.00-
00002	BUTLER, MATT	OFFICIAL 4/2	02014506	13001304	OFFICIAL-YOUTH SOFTBALL	05/16/14	237843	272.00-
BUTLER, MATT								
Sum								272.00-
00002	CARQUEST AUTO PARTS STOR	14758-25919	00141951	13001218	REPR PTS U#18561 GRNDS MAINT	05/16/14	237848	19.59-
CARQUEST AUTO PARTS STOR								
Sum								19.59-
00002	CITY OF HATTIESBURG FUND	TRF 1ST 5/14	02014487	13001213	TRF 1ST 5/14 PAYROLL	05/01/14	36946	42,884.67-
00002	CITY OF HATTIESBURG FUND	TRF 2ND 5/14	02014504	13001290	TRF 2ND 5/14 PAYROLL	05/14/14	36969	56,493.73-
CITY OF HATTIESBURG FUND								
Sum								99,378.40-
00002	COLQUITT, EMMA	SPORTS SERVS	02014505	13001325	SPORTS SUPPORT SERVICES	05/16/14	237855	182.00-
COLQUITT, EMMA								
Sum								182.00-
00002	COURTESY MOTORS INC	416547	00142340	13001270	REPR PTS U#8937 GRNDS MAINT	05/16/14	237860	63.29-
COURTESY MOTORS INC								
Sum								63.29-
00002	CURTIS, GEORGE	SPORTS SERVS	02014505	13001326	SPORTS SUPPORT SERVICES	05/16/14	237863	133.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CURTIS, GEORGE								
Sum								133.00-
00002	CURTIS, MALCOLM	OFFICIAL 4/2	02014506	13001305	OFFICIAL-ADULT SOFTBALL	05/16/14	237864	306.00-
CURTIS, MALCOLM								
Sum								306.00-
00002	DIXON, TIMOTHY	OFFICIAL 4/2	02014506	13001306	OFFICIAL-ADULT SOFTBALL	05/16/14	237868	323.00-
DIXON,TIMOTHY								
Sum								323.00-
00002	DOLEAC ELECTRIC CO INC	APPL#1 SOCCE	00136696	13001295	TATUM SOCCER LIGHTS FLD #11,12	05/16/14	237869	124,880.35-
DOLEACELECTRIC CO INC								
Sum								124,880.35-
00002	DUNAGIN PEST CONTROL(PRE	8792531	00020143	13001283	SRV Q/E 4-6/14 MAINT BLDG	05/16/14	237875	54.00-
00002	DUNAGIN PEST CONTROL(PRE	8792509	00020143	13001284	SRV Q/E 4-6/14 CARPENTER	05/16/14	237875	54.00-
00002	DUNAGIN PEST CONTROL(PRE	8792505	00020143	13001285	SRV Q/E 4-6/14 BOYS BRHOOD	05/16/14	237875	54.00-
00002	DUNAGIN PEST CONTROL(PRE	8792508	00020143	13001286	SRV Q/E 4-6/14 CAMERON FLD	05/16/14	237875	54.00-
00002	DUNAGIN PEST CONTROL(PRE	8792514	00020143	13001287	SRV Q/E 4-6/14 DAHMER POOL	05/16/14	237875	54.00-
00002	DUNAGIN PEST CONTROL(PRE	8792542	00020143	13001288	SRV Q/E 4-6/14 TATUM SOCCR	05/16/14	237875	135.00-
00002	DUNAGIN PEST CONTROL(PRE	8792544	00020143	13001289	SRV Q/E 4-6/14 TIMBERTON	05/16/14	237875	81.00-
DUNAGIN PEST CONTROL(PRE								
Sum								486.00-
00002	ELKINS WHOLESALE INC	206297-00	00141976	13001224	JANIT SUPP GRNDS MAINT	05/16/14	237880	430.75-
00002	ELKINS WHOLESALE INC	206297-01	00141976	13001225	JANIT SUPP GRNDS MAINT	05/16/14	237880	36.75-
00002	ELKINS WHOLESALE INC	206297-02	00141976	13001226	JANIT SUPP GRNDS MAINT	05/16/14	237880	22.05-
00002	ELKINS WHOLESALE INC	206988-00	00142202	13001227	TRASH BAGS GRNDS MAINT	05/16/14	237880	145.20-
00002	ELKINS WHOLESALE INC	206991-00	00142203	13001228	JANIT SUPP GRNDS MAINT	05/16/14	237880	188.88-
00002	ELKINS WHOLESALE INC	207809-00	00142397	13001266	JANIT SUPP GRNDS MAINT	05/16/14	237880	596.50-
ELKINSWHOLESALE INC								
Sum								1,420.13-
00002	ESTERS, WILLARD (BUTCH)	OFFICIAL 4/2	02014506	13001307	OFFICIAL-ADULT SOFTBALL	05/16/14	237883	289.00-
ESTERS, WILLARD (BUTCH)								
Sum								289.00-
00002	FERGUSON ENTERPRISES INC	1231147	00141052	13001219	PLUMB SUPP CE ROY RESTROOMS	05/16/14	237889	602.46-
FERGUSON ENTERPRISES INC								
Sum								602.46-
00002	G & K SERVICES	1035480956	00142442	13001256	MATS 4/08 GRNDS MAINT	05/16/14	237902	3.40-
00002	G & K SERVICES	1035483106	00142442	13001257	MATS 4/15 GRNDS MAINT	05/16/14	237902	3.40-
00002	G & K SERVICES	1035485257	00142442	13001258	MATS 4/22 GRNDS MAINT	05/16/14	237902	3.40-
00002	G & K SERVICES	1035487415	00142442	13001259	MATS 4/29 GRNDS MAINT	05/16/14	237902	3.40-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002	G & K SERVICES	1035489563	00142442	13001260	MATS 5/06 GRNDS MAINT	05/16/14	237902	3.40-
00002	G & K SERVICES	1035480955	00142442	13001261	UNIFORMS 4/08 GRNDS MAINT	05/16/14	237902	104.18-
00002	G & K SERVICES	1035483105	00142442	13001262	UNIFORMS 4/15 GRNDS MAINT	05/16/14	237902	233.20-
00002	G & K SERVICES	1035485256	00142442	13001263	UNIFORMS 4/22 GRNDS MAINT	05/16/14	237902	127.86-
00002	G & K SERVICES	1035487414	00142442	13001264	UNIFORMS 4/29 GRNDS MAINT	05/16/14	237902	96.36-
00002	G & K SERVICES	1035489562	00142442	13001265	UNIFORMS 5/06 GRNDS MAINT	05/16/14	237902	96.36-
G & KSERVICES								
Sum								674.96-
00002	GRAVES, GARY L	OFFICIAL 4/2	02014506	13001308	OFFICIAL-ADULT SOFTBALL	05/16/14	237915	125.00-
GRAVES, GARY L								
Sum								125.00-
00002	GRIFFIN, GABRIEL	OFFICIAL 4/2	02014506	13001309	OFFICIAL-ADULT SOFTBALL	05/16/14	237918	85.00-
GRIFFIN, GABRIEL								
Sum								85.00-
00002	H'BURG CONVENTION COMMIS	INS PMT-TOOR	00142428	13001253	INS PYMT-BURGER CNTR-TORNADO	05/16/14	237923	125,996.12-
H'BURGCONVENTION COMMIS								
Sum								125,996.12-
00002	HARRIS, UNDREA	OFFICIAL 4/2	02014506	13001310	OFFICIAL-ADULT SOFTBALL	05/16/14	237927	50.00-
HARRIS, UNDREA								
Sum								50.00-
00002	HERRING, AL	20461	00142012	13001220	BAND FEES SENIOR PROM 2014	05/16/14	237931	1,250.00-
HERRING, AL								
Sum								1,250.00-
00002	HORNE, BRENDA	SPORTS SERVS	02014505	13001327	SPORTS SUPPORT SERVICES	05/16/14	237939	294.00-
HORNE,BRENDA								
Sum								294.00-
00002	INDOFF INC	2450633	00142235	13001291	OFFICE SUPP GRNDS MAINT	05/16/14	237941	197.58-
INDOFFINC								
Sum								197.58-
00002	IRBY, STUART C CO	S008180758.0	00140958	13001221	ELEC SUPP-LIGHTS-BALLFIELDS	05/16/14	237948	543.88-
IRBY,STUART C CO								
Sum								543.88-
00002	JACKSON, ROOSEVELT III	599568	00141594	13001223	PAINT SRVS MCCARTY PARK	05/16/14	237949	1,135.00-
00002	JACKSON, ROOSEVELT III	599569	00142420	13001280	REPAINT POOL HOUSE CE ROY CTR	05/16/14	237949	4,795.00-
JACKSON, ROOSEVELT III								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								5,930.00-
00002	JET CONSTRUCTION	1839	00141934	13001269	MASON SAND TATUM/TIMBERTON	05/16/14	237950	1,387.50-
JET CONSTRUCTION								
Sum								1,387.50-
00002	KEELING COMPANY (HATTIES	S2616185.001	00142421	13001338	SPRINKLER HEADS TATUM BASEBAL	05/16/14	237954	1,152.38-
KEELING COMPANY (HATTIES								
Sum								1,152.38-
00002	KELLY, KEITH	OFFICIAL 4/2	02014506	13001311	OFFICIAL-AUDLT BASKETBALL	05/16/14	237955	269.00-
KELLY,KEITH								
Sum								269.00-
00002	KETTLEY, ANNETTE	SPORTS SERVS	02014505	13001328	SPORTS SUPPORT SERVICES	05/16/14	237957	196.00-
KETTLEY, ANNETTE								
Sum								196.00-
00002	KEYS, MECHEKA	SPORTS SERVS	02014505	13001329	SPORTS SUPPORT SERVICES	05/16/14	237958	112.00-
KEYS,MECHEKA								
Sum								112.00-
00002	KIRKSEY, JOHNATHAN	OFFICIAL 4/2	02014506	13001312	OFFICIAL-ADULT BASKETBALL	05/16/14	237959	170.00-
KIRKSEY, JOHNATHAN								
Sum								170.00-
00002	KIRKSEY, NANCY JONES	SPORTS SERVS	02014505	13001330	SPORTS SUPPORT SERVICES	05/16/14	237960	410.00-
KIRKSEY, NANCY JONES								
Sum								410.00-
00002	LANCASTER'S MACHINE & WE	21717	00142223	13001238	MOWER DECK REPR U#14980	05/16/14	237966	45.00-
LANCASTER'S MACHINE & WE								
Sum								45.00-
00002	LINDSEY, TABORIS	OFFICIAL 4/2	02014506	13001313	OFFICIAL-ADULT BASKETBALL	05/16/14	237969	50.00-
LINDSEY, TABORIS								
Sum								50.00-
00002	LITTLE DOG CINEMA	1015	00141588	13001245	SPRING MOVIE LICENSE TOWN SQ	05/16/14	237970	1,015.25-
LITTLEDOG CINEMA								
Sum								1,015.25-
00002	LOCKE, JACKIE W	OFFICIAL 4/2	02014506	13001314	OFFICIAL-ADULT SOFTBALL	05/16/14	237971	215.00-
LOCKE,JACKIE W								
Sum								215.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002	LOWE'S OF HATTIESBURG IN	976265	00142003	13001216	TRASH CANS GRNDS MAINT DEPT	05/16/14	237972	603.60-
LOWE'SOF HATTIESBURG IN								
Sum								603.60-
00002	MARTIN, DERRICAS	SPORTS SERVS	02014505	13001331	SPORTS SUPPORT SERVICES	05/16/14	237978	14.00-
MARTIN, DERRICAS								
Sum								14.00-
00002	MCELHANEY PLUMBING INC	218223	00142050	13001233	PLUMB SUPP PEOPLE'S PARK	05/16/14	237983	60.35-
00002	MCELHANEY PLUMBING INC	218457	00142318	13001248	HAND TOOLS GRNDS MAINT	05/16/14	237983	34.90-
MCELHANEY PLUMBING INC								
Sum								95.25-
00002	MCNAIR, EVELENE	OFFICIAL 4/2	02014506	13001315	OFFICIAL-ADULT BASKETBALL	05/16/14	237985	374.00-
MCNAIR, EVELENE								
Sum								374.00-
00002	MIKE'S TIRE & WHEEL CO	2173930	00142152	13001237	RPLCMNT TIRE MOWER U#18561	05/16/14	237989	119.32-
00002	MIKE'S TIRE & WHEEL CO	2174081	00142368	13001249	MOWER TIRE U#16979	05/16/14	237989	29.16-
00002	MIKE'S TIRE & WHEEL CO	2174184	00142469	13001292	TIRES U#11213 GRNDS MAINT	05/16/14	237989	657.74-
00002	MIKE'S TIRE & WHEEL CO	2174195	00142500	13001294	TIRES TRAILER U#18561	05/16/14	237989	137.66-
00002	MIKE'S TIRE & WHEEL CO	217420	00142505	13001339	TIRE REPR/TUBE MOWER U#14980	05/16/14	237989	20.88-
MIKE'STIRE & WHEEL CO								
Sum								964.76-
00002	MOTT, ANDREW	OFFICIAL 4/2	02014506	13001316	OFFICIAL-ADULT SOFTBALL	05/16/14	238000	306.00-
MOTT,ANDREW								
Sum								306.00-
00002	MS POWER COMPANY	5/14 PKS/REC	00201415	13001297	MNTHLY ELEC-PARKS & REC	05/16/14	238013	1,306.29-
MS POWER COMPANY								
Sum								1,306.29-
00002	MS STATE/EMP SECURITY CO	9200131000 P	00142563	13001299	UNEMP BENEFITS 1ST QTR 2014	05/16/14	238014	80.12-
MS STATE/EMP SECURITY CO								
Sum								80.12-
00002	NEEL-SCHAFFER INC	1017110	00138417	13001254	PARK DESIGN-EAST HARDY PROPTY	05/16/14	238019	3,447.15-
00002	NEEL-SCHAFFER INC	1017113-14 T	00140033	13001296	SRVS TOWN SQUARE STAGE PLANS	05/16/14	238019	2,394.69-
NEEL-SCHAFFER INC								
Sum								5,841.84-
00002	NEWELL PAPER COMPANY	813079	00142213	13001247	INSECTICIDE GRNDS MAINT	05/16/14	238020	144.00-
NEWELLPAPER COMPANY								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								144.00-
00002	PATTERSON, ISIAH	OFFICIAL 4/2	02014506	13001317	OFFICIAL-ADULT SOFTBALL	05/16/14	238030	357.00-
PATTERSON, ISIAH								
Sum								357.00-
00002	PEANUTS TOWING SERVICE	66326	00142313	13001243	TOWING U#9621 GRNDS MAINT	05/16/14	238031	150.00-
PEANUTS TOWING SERVICE								
Sum								150.00-
00002	PIERCE PLUMBING INC	495076	00141961	13001275	SINK REPR CAMERON FLD CONCESS	05/16/14	238037	85.00-
00002	PIERCE PLUMBING INC	495076(B)	00142383	13001279	REPR WTR LEAK CAMERON #141961	05/16/14	238037	484.74-
PIERCEPLUMBING INC								
Sum								569.74-
00002	POWELL, RANDY	OFFICIAL 4/2	02014506	13001318	OFFICIAL-ADULT SOFTBALL	05/16/14	238045	68.00-
00002	POWELL, RANDY	SPORTS SERVS	02014505	13001332	SPORTS SUPPORT SERVICES	05/16/14	238045	203.00-
POWELL, RANDY								
Sum								271.00-
00002	SANFORD, JOHN L JR INC	46331	00141659	13001229	RIVER SAND TATUM SOFTBALL	05/16/14	238058	523.60-
00002	SANFORD, JOHN L JR INC	46334	00141746	13001230	RIVER SAND TATUM SOCCER	05/16/14	238058	330.99-
00002	SANFORD, JOHN L JR INC	46332	00141696	13001240	RIVER SAND TATUM PARK	05/16/14	238058	528.00-
00002	SANFORD, JOHN L JR INC	46333	00141700	13001241	RIVER SAND TATUM SOCCER	05/16/14	238058	519.53-
SANFORD, JOHN L JR INC								
Sum								1,902.12-
00002	SMITH, JIM SERVICES	819513	00141980	13001340	A/C REPAIR CAMERON FIELD	05/16/14	238069	459.88-
SMITH,JIM SERVICES								
Sum								459.88-
00002	SOUTHERN FOREST PRODUCTS	3017	00141919	13001231	PINE SHAVINGS GRNDS MAINT	05/16/14	238073	800.00-
SOUTHERN FOREST PRODUCTS								
Sum								800.00-
00002	SOUTHERN MS PINE STRAW	8116	00142105	13001215	PINE STRAW GRNDS MAINT	05/16/14	238074	275.00-
SOUTHERN MS PINE STRAW								
Sum								275.00-
00002	SPEEDY PRINTING & SIGNS	19357	00142159	13001239	LETTERING SETS U#19644,19736	05/16/14	238080	42.00-
00002	SPEEDY PRINTING & SIGNS	19265	00141661	13001251	CITY/PKS/REC 2014 BANNER	05/16/14	238080	275.00-
00002	SPEEDY PRINTING & SIGNS	19290	00141806	13001252	2014 EASTER FLYERS	05/16/14	238080	388.00-
00002	SPEEDY PRINTING & SIGNS	19379	00142268	13001277	BRIARFIELD NEIGHBORHOOD SIGN	05/16/14	238080	235.00-
SPEEDYPRINTING & SIGNS								
Sum								940.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002	STANDARD OFFICE SUPPLY C	0043240-001	00141639	13001281	PRINTER SUPP REC ADM	05/16/14	238082	127.88-
00002	STANDARD OFFICE SUPPLY C	0043306-001	00141695	13001282	PARKS/REC 2014 FLYERS	05/16/14	238082	123.00-
STANDARD OFFICE SUPPLY C								
Sum								250.88-
00002	TERRELL, WINSTON	OFFICIAL 4/2	02014506	13001319	OFFICIAL-ADULT SOFTBALL	05/16/14	238087	288.00-
TERRELL, WINSTON								
Sum								288.00-
00002	TROTTER, COREY	OFFICIAL 4/2	02014506	13001320	OFFICIAL-ADULT SOFTBALL	05/16/14	238092	306.00-
TROTTER, COREY								
Sum								306.00-
00002	TROTTER, WILLIE	OFFICIAL 4/2	02014506	13001321	OFFICIAL-ADULT SOFTBALL	05/16/14	238093	289.00-
TROTTER, WILLIE								
Sum								289.00-
00002	VARNADO, ALEXZANDRIA	SPORTS SERVS	02014505	13001333	SPORTS SUPPORT SERVICES	05/16/14	238105	105.00-
VARNADO, ALEXZANDRIA								
Sum								105.00-
00002	VARNADO, UNDRA	SPORTS SERVS	02014505	13001334	SPORTS SUPPORT SERVICES	05/16/14	238106	175.00-
VARNADO, UNDRA								
Sum								175.00-
00002	VESELY'S NURSERY	PO#142132 4/	00142132	13001232	PLANTS TATUM SOCCER LANDSCAPE	05/16/14	238107	332.50-
VESELY'S NURSERY								
Sum								332.50-
00002	WALKER, TEDDRIC	OFFICIAL 4/2	02014506	13001322	OFFICIAL-ADULT SOFTBALL	05/16/14	238109	170.00-
WALKER, TEDDRIC								
Sum								170.00-
00002	WATER FLOW PRODUCTIONS I	8805	00141343	13001250	IRRIGATION REPR TATUM PARK	05/16/14	238116	1,160.00-
WATERFLOW PRODUCTIONS I								
Sum								1,160.00-
00002	WHEELER, CURTIS	SPORTS SERVS	02014505	13001335	SPORTS SUPPORT SERVICES	05/16/14	238121	77.00-
WHEELER, CURTIS								
Sum								77.00-
00002	WILLMUT GAS & OIL COMPAN	5/14 PKS/REC	00201415	13001298	MNTHLY GAS-PARKS & REC	05/16/14	238122	29.86-
WILLMUT GAS & OIL COMPAN								
Sum								29.86-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							396,371.53-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION								
00005	STATE FIRE ACADEMY	21800 WIGGIN	00142358	13000032	REG WIGGINS-FIREFIGHTER SCHL	05/16/14	238083	5,700.00-
STATEFIRE ACADEMY								
Sum								5,700.00-
00005	TRUSTMARK NATIONAL BANK/	ACCT#0028401	02014494	13000033	FIRE TRK LEASE NOTE #33523	05/13/14	21779	14,340.60-
TRUSTMARK NATIONAL BANK/								
Sum								14,340.60-
Sum								20,040.60-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND								
00006	TRANSAMERICA LIFE	1844	02014128	13000381	BURIAL INS PREMIUM	05/08/14	18790	908.87-
TRANSAMERICA LIFE								
Sum								908.87-
Sum								908.87-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER OPERATION/MAINT.								
00009	AAMCO TRANS/AUTOMOTIVE S	128301	00142141	13001123	STEERING COLUMN REPR SWR UNIT	05/16/14	237796	325.60-
AAMCOTRANS/AUTOMOTIVE S								
Sum								325.60-
00009	ALLBRITTON CHAIN SAW & L	32129	00142222	13001086	PIPE SAW REPAIR SEWER DEPT	05/16/14	237802	59.41-
ALLBRITTON CHAIN SAW & L								
Sum								59.41-
00009	BLOSSMAN GAS INC	901208	00142301	13001091	PROPANE PLANT FORKLIFT	05/16/14	237826	26.00-
BLOSSMAN GAS INC								
Sum								26.00-
00009	BONNER ANALYTICAL TESTIN	55290	00142206	13001084	SAMPLES 450 WEATHERSBY	05/16/14	237831	53.00-
00009	BONNER ANALYTICAL TESTIN	55403	00142537	13001134	COLIFORM 900 JAMES ST WELL #1	05/16/14	237831	76.50-
BONNERANALYTICAL TESTIN								
Sum								129.50-
00009	BRADY ELECTRIC LLC	1404133	00142115	13001096	REPAIR VARI MOTORS-LAGOONS	05/16/14	237835	1,989.00-
BRADYELECTRIC LLC								
Sum								1,989.00-
00009	BROADWAY DRIVE TIRE	091744	00142341	13001110	TIRES U#12689 TRANS	05/16/14	237836	543.68-
BROADWAY DRIVE TIRE								
Sum								543.68-
00009	BRUNINI	196608	00142362	13001103	SERVS GROUNDWORX AGREEMENT	05/16/14	237839	8,158.85-
00009	BRUNINI	196607	00142362	13001104	SERVS GULF RESTORA NETWORK	05/16/14	237839	16,899.51-
BRUNINI								
Sum								25,058.36-
00009	CARQUEST AUTO PARTS STOR	14758-25951	00141971	13001082	REPR PTS U#14712 TRANS	05/16/14	237848	40.92-
00009	CARQUEST AUTO PARTS STOR	14758-25589	00141867	13001097	REPR PTS U#18705 WTR BILLING	05/16/14	237848	123.14-
00009	CARQUEST AUTO PARTS STOR	14758-25864	00141924	13001098	REPR PTS U#18705 WTR BILLING	05/16/14	237848	41.00-
CARQUEST AUTO PARTS STOR								
Sum								205.06-
00009	CERTIFIED LABORATORIES	1501038	00142246	13001136	CHEMICALS SEWER DEPT	05/16/14	237849	22,377.60-
CERTIFIED LABORATORIES								
Sum								22,377.60-
00009	CITY OF HATTIESBURG FUND	TRF 1ST 5/14	02014467	13001076	TRF 1ST 5/14 PAYROLL	05/01/14	21776	82,976.74-
00009	CITY OF HATTIESBURG FUND	TRF 2ND 5/14	02014504	13001131	TRF 2ND 5/14 PAYROLL	05/14/14	21780	98,599.89-
CITY OF HATTIESBURG FUND								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								181,576.63-
00009	COASTAL ELECTRIC SUPPLY	44853700	00142016	13001122	RECONDITIONED BREAKER-WTR PLT	05/16/14	237853	700.00-
COASTAL ELECTRIC SUPPLY								
Sum								700.00-
00009	COMSOUTH	173765	00142208	13001081	RADIO ANTENNAS WTR BILLING	05/16/14	237859	108.00-
00009	COMSOUTH	173935	00142305	13001143	LED TRIO LIGHTS TRANS DEPT	05/16/14	237859	130.00-
COMSOUTH								
Sum								238.00-
00009	D P C ENTERPRISES LP	212000717-14	00141454	13001093	CHLORINE-LAGOONS	05/16/14	237865	2,328.00-
D P CENTERPRISES LP								
Sum								2,328.00-
00009	DUNAGIN PEST CONTROL(PRE	8792549	00020143	13001124	SRV Q/E 4-6/14 WTR OFFICE	05/16/14	237875	54.00-
00009	DUNAGIN PEST CONTROL(PRE	8792546	00020143	13001125	SRV Q/E 4-6/14 LKVW LOWER	05/16/14	237875	54.00-
00009	DUNAGIN PEST CONTROL(PRE	8792547	00020143	13001126	SRV Q/E 4-6/14 LKVW UPPER	05/16/14	237875	54.00-
00009	DUNAGIN PEST CONTROL(PRE	8792550	00020143	13001127	SRV Q/E 4-6/14 PLT-JAMES	05/16/14	237875	56.70-
00009	DUNAGIN PEST CONTROL(PRE	8792506	00020143	13001128	SRV Q/E 4-6/14 BURKETT STA	05/16/14	237875	45.00-
00009	DUNAGIN PEST CONTROL(PRE	8792517	00020143	13001129	SRV Q/E 4-6/14 E LAUREL	05/16/14	237875	45.00-
00009	DUNAGIN PEST CONTROL(PRE	8792533	00020143	13001130	SRV Q/E 4-6/14 N LAGOON	05/16/14	237875	45.00-
DUNAGIN PEST CONTROL(PRE								
Sum								353.70-
00009	FASTENAL COMPANY	MSHAT170574	00142153	13001147	PUMP EQUIP PTS LAGOONS	05/16/14	237887	525.38-
FASTENAL COMPANY								
Sum								525.38-
00009	G & K SERVICES	1035483128	00142228	13001107	UNIFORMS 4/15 WTR BILLING	05/16/14	237902	20.00-
00009	G & K SERVICES	10354885280	00142228	13001108	UNIFORMS 4/22 WTR BILLING	05/16/14	237902	20.00-
00009	G & K SERVICES	1035487438	00142228	13001109	UNIFORMS 4/29 WTR BILLING	05/16/14	237902	20.00-
G & KSERVICES								
Sum								60.00-
00009	GARY'S SMALL ENGINE REPA	142154	00142154	13001095	WEEDEATER REPR SOUTH LAGOON	05/16/14	237907	41.99-
00009	GARY'S SMALL ENGINE REPA	142466	00142466	13001146	AGRI EQUIP REPRS WTR PLANT	05/16/14	237907	263.40-
GARY'SSMALL ENGINE REPA								
Sum								305.39-
00009	JET CONSTRUCTION	1845	00141657	13001121	CLAY GRAVEL TRANS DEPT	05/16/14	237950	2,500.00-
JET CONSTRUCTION								
Sum								2,500.00-
00009	L & A CONTRACTING CO	483-003	00142379	13001113	AERATOR REPR SOUTH LAGOON	05/16/14	237963	26,609.07-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
L & ACONTRACTING CO								
Sum								26,609.07-
00009	LAMAR AUTO SALVAGE INC	68655	00142129	13001080	REPR PTS U#11519 WTR BILLING	05/16/14	237964	75.00-
LAMARAUTO SALVAGE INC								
Sum								75.00-
00009	LANCASTER'S MACHINE & WE	21735	00142297	13001102	SQUARE TUBING SOUTH LAGOON	05/16/14	237966	200.00-
00009	LANCASTER'S MACHINE & WE	21739	00142311	13001105	AERATOR STAKES SOUTH LAGOON	05/16/14	237966	1,250.00-
LANCASTER'S MACHINE & WE								
Sum								1,450.00-
00009	MINGLEDORFF'S INC	5245007-10	00142188	13001092	A/C REPR PTS PLT #2	05/16/14	237990	2,666.00-
MINGLEDORFF'S INC								
Sum								2,666.00-
00009	MS MUNICIPAL LEAGUE	REG-FRIERSON	00142614	13001149	REGJ-FRIERSON-CONF BILOXI	05/16/14	238010	235.00-
MS MUNICIPAL LEAGUE								
Sum								235.00-
00009	MS POWER COMPANY	5/14 W&SO&M	00201415	13001140	MNTHLY ELEC-W&SO&M	05/16/14	238013	31,190.31-
MS POWER COMPANY								
Sum								31,190.31-
00009	MS STATE/EMP SECURITY CO	9200131000 W	00142563	13001142	UNEMP BENEFITS 1ST QTR 2014	05/16/14	238014	1,637.70-
MS STATE/EMP SECURITY CO								
Sum								1,637.70-
00009	NEWELL PAPER COMPANY	813297	00142366	13001120	COPY PAPER WTR BILLING OFFICE	05/16/14	238020	128.30-
NEWELLPAPER COMPANY								
Sum								128.30-
00009	PEANUTS TOWING SERVICE	66225	00142059	13001090	TOWING U#11519 WTR BILLING	05/16/14	238031	75.00-
PEANUTS TOWING SERVICE								
Sum								75.00-
00009	PEARL RIVER VALLEY EPA (	5/14 W&SO&M	00201415	13001138	MNTHLY 5/14 PUBLIC SERVICES	05/16/14	238032	10,647.72-
PEARLRIVER VALLEY EPA (								
Sum								10,647.72-
00009	PINE BELT INDUSTRIAL SUP	4122140-0001	00142329	13001111	PUMP EQUIP PTS WTR PLANT	05/16/14	238039	44.00-
PINE BELT INDUSTRIAL SUP								
Sum								44.00-
00009	POLLARD WATER.COM-EAST	I378810-IN	00141993	13001079	VALVE BOX LOCATOR/HAND PUMPS	05/16/14	238044	788.91-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLLARD WATER.COM-EAST								
Sum								788.91-
00009	POWER PLUS INC	25591	00142131	13001085	AGRI EQUIP REPRS WTR PLANT	05/16/14	238046	65.90-
POWERPLUS INC								
Sum								65.90-
00009	RYAN MOTORS INC	200419	00142233	13001112	REPR PTS SEWER DEPT	05/16/14	238055	29.74-
RYAN MOTORS INC								
Sum								29.74-
00009	SCOGGINS PUMP REPAIR	9329	00141390	13001089	PUMP REPAIR LAGOONS	05/16/14	238059	7,975.00-
00009	SCOGGINS PUMP REPAIR	9328	00142074	13001094	GRINDER PUMP SHADOW RIDGE CRS	05/16/14	238059	2,302.22-
SCOGGINS PUMP REPAIR								
Sum								10,277.22-
00009	SMITH, JIM SERVICES	819692	00142543	13001145	INSTALL A/C UNIT WTR PLANT	05/16/14	238069	676.50-
SMITH,JIM SERVICES								
Sum								676.50-
00009	SOLAR SUPPLY INC	3454290	00142103	13001083	THERMOSTAT PLT#2 BREAKROOM	05/16/14	238071	38.79-
SOLARSUPPLY INC								
Sum								38.79-
00009	SOUTHERN PINE ELECTRIC P	5/14 W&SO&M	00201415	13001139	MNTHLY 5/14 PUBLIC SERVICES	05/16/14	238075	468.50-
SOUTHERN PINE ELECTRIC P								
Sum								468.50-
00009	SPEEDY PRINTING & SIGNS	19413	00142451	13001144	RECEIPT PAPER WTR BILLING OFC	05/16/14	238080	647.40-
SPEEDYPRINTING & SIGNS								
Sum								647.40-
00009	STANDARD OFFICE SUPPLY C	0043886-001	00142365	13001132	OFFICE SUPP WTR BILLING OFFC	05/16/14	238082	537.71-
STANDARD OFFICE SUPPLY C								
Sum								537.71-
00009	TIMBERTON GOLF CLUB (REF	4/29/14	00142254	13001078	TIMBERTON LIFT STATION REFUND	05/01/14	21778	6,000.00-
TIMBERTON GOLF CLUB (REF								
Sum								6,000.00-
00009	U S POSTAL SERVICE POSTA	PERMIT #213	00142498	13001135	POSTAGE 2013 WTR QUAL REPORT	05/16/14	238098	2,215.31-
U S POSTAL SERVICE POSTA								
Sum								2,215.31-
00009	U S POSTMASTER-BOX RENT	BOX 1897 201	00142432	13001119	ANNUAL POST BOX RENT WTR OFFC	05/16/14	238099	482.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
U S POSTMASTER-BOX RENT								
Sum								482.00-
00009	UWOOD CO INC	7186	00142073	13001087	BOAT TRAILER TIRES LAGOON	05/16/14	238102	79.98-
UWOODCO INC								
Sum								79.98-
00009	UWS INC	1518	00142490	13001137	METER TESTING	05/16/14	238103	10,329.00-
UWS INC								
Sum								10,329.00-
00009	WARREN PAVING INC	16117MB	00141651	13001100	CRUSHED CONCRETE SEWER DEPT	05/16/14	238112	3,236.52-
00009	WARREN PAVING INC	16186MB	00141651	13001101	CRUSHED CONCRETE SEWER DEPT	05/16/14	238112	2,327.92-
00009	WARREN PAVING INC	15970MB	00141339	13001114	HOT MIX ASPHALT SEWER DEPT	05/16/14	238112	1,093.21-
00009	WARREN PAVING INC	16053MB	00141339	13001115	HOT MIX ASPHALT SEWER DEPT	05/16/14	238112	2,118.56-
00009	WARREN PAVING INC	16116MB	00141339	13001116	HOT MIX ASPHALT SEWER DEPT	05/16/14	238112	2,598.52-
00009	WARREN PAVING INC	16185MB	00141339	13001117	HOT MIX ASPHALT SEWER DEPT	05/16/14	238112	1,359.87-
00009	WARREN PAVING INC	16262MB	00141339	13001118	HOT MIX ASPHALT SEWER DEPT	05/16/14	238112	4,286.83-
WARRENPAVING INC								
Sum								17,021.43-
00009	WATTS BROTHERS TRACTOR C	155502	00142474	13001148	TOP LINE/LINCH PINS-LAGOONS	05/16/14	238119	223.00-
WATTSBROTHERS TRACTOR C								
Sum								223.00-
00009	WILLMUT GAS & OIL COMPAN	5/14 W&SO&M	00201415	13001141	MNTHLY GAS-W&SO&M	05/16/14	238122	643.04-
WILLMUT GAS & OIL COMPAN								
Sum								643.04-
Sum								364,583.84-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER FUND								
00011	BAKER, MARTIN	METER DEP RF	02014490	13000531	METER DEP RFD	05/16/14	237815	40.00-
BAKER,MARTIN								
Sum								40.00-
00011	BENNETT, JEANETTA C	METER DEP RF	02014490	13000552	METER DEP RFD	05/16/14	237820	35.94-
BENNETT, JEANETTA C								
Sum								35.94-
00011	BLAKE, PAUL	METER DEP RF	02014490	13000550	METER DEP RFD	05/16/14	237825	35.94-
BLAKE,PAUL								
Sum								35.94-
00011	BOLSTER, JANINE	METER DEP RF	02014490	13000533	METER DEP RFD	05/16/14	237828	40.00-
BOLSTER, JANINE								
Sum								40.00-
00011	BRUNNER, ELIZABETH	METER DEP RF	02014490	13000562	METER DEP RFD	05/16/14	237840	31.44-
BRUNNER, ELIZABETH								
Sum								31.44-
00011	CHANDELEUR OUTFITTERS DB	METER DEP RF	02014490	13000534	METER DEP RFD	05/16/14	237850	75.00-
CHANDELEUR OUTFITTERS DB								
Sum								75.00-
00011	CITY OF HATTIESBURG FUND	4/14 WATER D	02014475	13000529	4/14 WATER DIST IN 5/14	05/05/14	36961	149,634.36-
CITY OF HATTIESBURG FUND								
Sum								149,634.36-
00011	CROWSON, PATRICIA R	METER DEP RF	02014490	13000543	METER DEP RFD	05/16/14	237862	.94-
CROWSON, PATRICIA R								
Sum								.94-
00011	DRYDEN, MARY	METER DEP RF	02014490	13000554	METER DEP RFD	05/16/14	237871	35.94-
DRYDEN, MARY								
Sum								35.94-
00011	FALGOUT, TODD	METER DEP RF	02014490	13000557	METER DEP RFD	05/16/14	237885	18.16-
FALGOUT, TODD								
Sum								18.16-
00011	FITZPATRICK, JOHN	METER DEP RF	02014490	13000561	METER DEP RFD	05/16/14	237890	35.94-
FITZPATRICK, JOHN								
Sum								35.94-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011	GAMMILL, STEWART	METER DEP RF	02014490	13000541	METER DEP RFD	05/16/14	237905	.94-
GAMMILL, STEWART								
Sum								.94-
00011	GOLDEN, GREG C	METER DEP RF	02014490	13000546	METER DEP RFD	05/16/14	237912	.94-
GOLDEN, GREG C								
Sum								.94-
00011	GOLF SHOPPE	METER DEP RF	02014490	13000545	METER DEP RFD	05/16/14	237913	63.20-
GOLF SHOPPE								
Sum								63.20-
00011	GRAY, PAIGE M	METER DEP RF	02014490	13000551	METER DEP RFD	05/16/14	237916	35.94-
GRAY,PAIGE M								
Sum								35.94-
00011	HALLMAN PROPERTY104	METER DEP RF	02014490	13000538	METER DEP RFD	05/16/14	237925	75.00-
HALLMAN PROPERTY104								
Sum								75.00-
00011	HAWKINS, RUSSELL	METER DEP RF	02014490	13000555	METER DEP RFD	05/16/14	237929	52.94-
HAWKINS, RUSSELL								
Sum								52.94-
00011	HOLSEN, KALIE	METER DEP RF	02014490	13000566	METER DEP RFD	05/16/14	237937	18.16-
HOLSEN, KALIE								
Sum								18.16-
00011	KOHNKE, JEWEL L	METER DEP RF	02014490	13000547	METER DEP RFD	05/16/14	237961	78.18-
KOHNKE, JEWEL L								
Sum								78.18-
00011	MEDLEY, DONALD	METER DEO RF	02014490	13000549	METER DEP RFD	05/16/14	237986	.94-
MEDLEY, DONALD								
Sum								.94-
00011	MORRIS, AMANDA H	METER DEP RF	02014490	13000548	METER DEP RFD	05/16/14	237997	.94-
MORRIS, AMANDA H								
Sum								.94-
00011	NIX, LAMYIA	METER DEP RF	02014490	13000556	METER DEP RFD	05/16/14	238022	31.44-
NIX, LAMYIA								
Sum								31.44-
00011	PARKMAN, BARBARA B	METER DEP RF	02014490	13000558	METER DEP RFD	05/16/14	238028	35.94-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKMAN, BARBARA B								
Sum								35.94-
00011	PETERMAN, ASHLEY M	METER DEP RF	02014490	13000537	METER DEP RFD	05/16/14	238035	75.00-
PETERMAN, ASHLEY M								
Sum								75.00-
00011	PRIME MANAGEMENT & CONSU	METER DEP RF	02014490	13000532	METER DEP RFD	05/16/14	238047	40.00-
PRIMEMANAGEMENT & CONSU								
Sum								40.00-
00011	RAWLS, ARTIE	METER DEP RF	02014490	13000544	METER DEP RFD	05/16/14	238049	.94-
RAWLS,ARTIE								
Sum								.94-
00011	REED, JONATHAN	METER DEP RF	02014490	13000539	METER DEP RFD	05/16/14	238050	75.00-
REED,JONATHAN								
Sum								75.00-
00011	SAGO, MICHAEL	METER DEP RF	02014490	13000535	METER DEP RFD	05/16/14	238057	75.00-
SAGO,MICHAEL								
Sum								75.00-
00011	SHANE MICHAEL A	METER DEP RF	02014490	13000536	METER DEP RFD	05/16/14	238061	75.00-
SHANEMICHAEL A								
Sum								75.00-
00011	SHOEMAKE, TERESA	METER DEP RF	02014490	13000563	METER DEP RFD	05/16/14	238065	35.94-
SHOEMAKE, TERESA								
Sum								35.94-
00011	SHOEMAKER416	METER DEP RF	02014490	13000540	METER DEP RFD	05/16/14	238066	75.00-
SHOEMAKER416								
Sum								75.00-
00011	SMITH, KATHY L	METER DEP RF	02014490	13000530	METER DEP RFD	05/16/14	238070	20.00-
SMITH,KATHY L								
Sum								20.00-
00011	STEVENS, MECKLIN	METER DEP RF	02014490	13000564	METER DEP RFD	05/16/14	238084	35.94-
STEVENS, MECKLIN								
Sum								35.94-
00011	TEC OF JACKSON	METER DEP RF	02014490	13000553	METER DEP RFD	05/16/14	238086	52.17-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TEC OFJACKSON								
Sum								52.17-
00011	VIDES-ALFARO, TRANCITOE	METER DEP RF	02014490	13000560	METER DEP RFD	05/16/14	238108	52.94-
VIDES-ALFARO, TRANCITOE								
Sum								52.94-
00011	WALLEY, SELENA	WTR OVRPMT R	02014488	13000567	WATER OVERPAYMENT REFUND	05/16/14	238110	.94-
WALLEY, SELENA								
Sum								.94-
00011	WATKINS, ZACHARY	METER DEP RF	02014490	13000559	METER DEP RFD	05/16/14	238118	35.94-
WATKINS, ZACHARY								
Sum								35.94-
00011	WESTFAUL, ANN	METER DEP RF	02014490	13000542	METER DEP RFD	05/16/14	238120	11.97-
WESTFAUL, ANN								
Sum								11.97-
00011	YOUNG, LISA	METER DEP RF	02014490	13000565	METER DEP RFD	05/16/14	238123	35.50-
YOUNG,LISA								
Sum								35.50-
Sum								151,075.50-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICEFORFEITURES FUND								
00019	SACKS OUTDOOR SUPPLY	17948	00137851	13000049	TROUSERS FOR PAL OFFICERS	05/16/14	238056	449.90-
SACKSOUTDOOR SUPPLY								
Sum								449.90-
00019	TOP NOTCH EMBROIDERY	94	00142240	13000050	T SHIRTS PAL SUMMER CAMP	05/16/14	238090	500.00-
TOP NOTCH EMBROIDERY								
Sum								500.00-
Sum								949.90-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2003 TIF B&I-CHAUVET SQUARE								
00022	TRUSTMARK NATIONAL BANK/	6261 FEE'03	02014444	13000004	AGENT FEES '03 CHAUVET SQUARE	05/08/14	18792	1,000.00-
TRUSTMARK NATIONAL BANK/								
Sum								1,000.00-
Sum								1,000.00-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2011 TIF B&I-KOHL'S								
00025	FIRST NATL BANK OF CLARK	TIF/TURT/COM	02014491	13000003	DEBT SER PAY-T/C COM KOHLS	05/08/14	18791	74,500.00-
FIRSTNATL BANK OF CLARK								
Sum								74,500.00-
Sum								74,500.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND								
00027	CITY OF HATTIESBURG FUND	MILLAGE DIST	02014472	13000081	MILLAGE DIST TO TIF	05/05/14	36999	80,166.47-
CITY OF HATTIESBURG FUND								
Sum								80,166.47-
00027	CITY OF HATTIESBURG FUND	MILLAGE DIST	02014474	13000084	MILLAGE DIST TO TIF	05/05/14	310000	18,037.30-
CITY OF HATTIESBURG FUND								
Sum								18,037.30-
00027	H'BURG PUBLIC SCHOOLS	4/14 MILLAGE	02014468	13000076	4/14 MILLAGE DIST 5/14	05/05/14	36991	319,897.51-
00027	H'BURG PUBLIC SCHOOLS	4/14 MILLAGE	02014468	13000077	4/14 MILLAGE DIST 5/14	05/05/14	36992	47,728.07-
H'BURGPUBLIC SCHOOLS								
Sum								367,625.58-
00027	LIBRARY, THE	4/14 MILLAGE	02014468	13000075	4/14 MILLAGE DIST 5/14	05/05/14	36989	16,428.51-
LIBRARY, THE								
Sum								16,428.51-
Sum								482,257.86-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE								
00072	BANCORPSOUTH EQUIPMENT F	002-0070193-	02014495	13000134	TRACTOR LEASE PYMT DUE 5/15/14	05/13/14	41118	1,412.41-
BANCORPSOUTH EQUIPMENT F								
Sum								1,412.41-
00072	HOLLIDAY CONSTRUCTION, L	APPL #1	00142516	13000146	CONSTR GORDON CRK DOWNTOWN	05/16/14	237936	64,876.90-
HOLLIDAY CONSTRUCTION, L								
Sum								64,876.90-
00072	NEEL-SCHAFFER INC	1017113-99TG	00142503	13000135	GEN CONSULT VARI PROJECTS	05/16/14	238019	421.65-
00072	NEEL-SCHAFFER INC	1017113-99W	00142506	13000136	SRVS 3/14 WOODLEY SIDEWALKS	05/16/14	238019	572.40-
00072	NEEL-SCHAFFER INC	1017119-02	00142508	13000137	SRVS 3/14 GORDON CK D/T PERMT	05/16/14	238019	993.57-
00072	NEEL-SCHAFFER INC	1017117	00142512	13000138	SRVS MIDTOWN-HARDY ST S 28TH	05/16/14	238019	23,963.95-
00072	NEEL-SCHAFFER INC	107119-01 TA	00142513	13000139	SRVS 3/14 GORDON CRK DESIGN	05/16/14	238019	5,519.95-
NEEL-SCHAFFER INC								
Sum								31,471.52-
00072	PITTMAN,HOWDESHELL,HINTO	042814 LLT	00142504	13000141	SRVS 10/13-1/14 LLT TO MAIN	05/16/14	238043	1,141.62-
00072	PITTMAN,HOWDESHELL,HINTO	042814 4TH S	00142509	13000142	SRVS 7/13-4/14 4TH ST EXP P1	05/16/14	238043	5,059.27-
00072	PITTMAN,HOWDESHELL,HINTO	042814 BROAD	00142510	13000143	SRVS 10/13-1/14 BROAD ST BRDG	05/16/14	238043	1,022.41-
00072	PITTMAN,HOWDESHELL,HINTO	042814 UNETT	00142511	13000144	SRVS 1/13-12/13 UNETTA BRIDGE	05/16/14	238043	1,691.27-
PITTMAN,HOWDESHELL,HINTO								
Sum								8,914.57-
00072	SHOWS DEARMAN & WAITS IN	18013	00142502	13000140	SRVS 3/23-4/26 GORDON CRK	05/16/14	238067	1,062.50-
SHOWSDEARMAN & WAITS IN								
Sum								1,062.50-
00072	WARREN PAVING INC	APPL #13	00142515	13000145	CONST 3/31-4/30 4TH ST PH I	05/16/14	238112	218,693.78-
WARRENPAVING INC								
Sum								218,693.78-
Sum								326,431.68-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND								
00073	ALLBRITTON CHAIN SAW & L	32143	00142200	13000280	WEEDEATER/SPRAYER REPR PTS	05/16/14	237802	180.85-
ALLBRITTON CHAIN SAW & L								
Sum								180.85-
00073	BARDING GENERATOR & STAR	156143	00141900	13000281	REBUILD FAN MOTOR 16234	05/16/14	237816	185.00-
BARDING GENERATOR & STAR								
Sum								185.00-
00073	CARQUEST AUTO PARTS STOR	14758-24198	00141139	13000305	REPR PTS U#14952,U#14953	05/16/14	237848	35.88-
CARQUEST AUTO PARTS STOR								
Sum								35.88-
00073	CITY OF HATTIESBURG FUND	TRF 1ST 5/14	02014487	13000278	TRF 1ST 5/14 PAYROLL	05/01/14	18767	20,627.99-
00073	CITY OF HATTIESBURG FUND	TRF 2ND 5/14	02014504	13000307	TRF 2ND 5/14 PAYROLL	05/14/14	18801	26,456.05-
CITY OF HATTIESBURG FUND								
Sum								47,084.04-
00073	COMSOUTH	173684	00141984	13000299	INSTALL RADIOS U#19535,U19552	05/16/14	237859	340.00-
COMSOUTH								
Sum								340.00-
00073	DUNAGIN PEST CONTROL(PRE	8792532	00020143	13000306	SRV Q/E 4-6/14 MASS TRANS	05/16/14	237875	54.00-
DUNAGIN PEST CONTROL(PRE								
Sum								54.00-
00073	EMPIRE TRUCK SALES (H'BU	RE00618705:0	00141915	13000285	BRAKE REPAIR U#16234	05/16/14	237882	1,257.50-
EMPIRETRUCK SALES (H'BU								
Sum								1,257.50-
00073	G & K SERVICES	1035470256	00142228	13000289	UNIFORMS 3/04 MECHANICS	05/16/14	237902	8.00-
00073	G & K SERVICES	1035472380	00142228	13000290	UNIFORMS 3/11 MECHANICS	05/16/14	237902	8.00-
00073	G & K SERVICES	1035474511	00142228	13000291	UNIFORMS 3/18 MECHANICS	05/16/14	237902	8.00-
00073	G & K SERVICES	1035476655	00142228	13000292	UNIFORMS 3/25 MECHANICS	05/16/14	237902	8.00-
00073	G & K SERVICES	1035470255	00142228	13000293	UNIFORMS 3/04 DRIVERS	05/16/14	237902	43.56-
00073	G & K SERVICES	10357472379	00142228	13000294	UNIFORMS 3/11 DRIVERS	05/16/14	237902	43.56-
00073	G & K SERVICES	1035474510	00142228	13000295	UNIFORMS 3/18 DRIVERS	05/16/14	237902	43.56-
00073	G & K SERVICES	1035476654	00142228	13000296	UNIFORMS 3/25 DRIVERS	05/16/14	237902	43.56-
00073	G & K SERVICES	1035470257	00142409	13000300	MATS 3/04	05/16/14	237902	5.10-
00073	G & K SERVICES	1035472381	00142409	13000301	MATS 3/11	05/16/14	237902	5.10-
00073	G & K SERVICES	1035474512	00142409	13000302	MATS 3/18	05/16/14	237902	5.10-
00073	G & K SERVICES	1035476656	00142409	13000303	MATS 3/25	05/16/14	237902	5.10-
G & KSERVICES								
Sum								226.64-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00073	MOBILITY SYSTEMS INC	4430	00141677	13000284	WHEELCHAIR LIFT REPR U#18570	05/16/14	237993	244.00-
MOBILITY SYSTEMS INC								
Sum								244.00-
00073	MS STATE/TAX COMM/TAX EX	PO#142449 5/	00142449	13000304	TAGS U#19552 & U#19535	05/16/14	238015	24.00-
MS STATE/TAX COMM/TAX EX								
Sum								24.00-
00073	NAPA AUTO PARTS	506481	00142088	13000297	REPR PTS/SUPP VARI BUSES	05/16/14	238017	306.10-
NAPA AUTO PARTS								
Sum								306.10-
00073	REGIONS CARDHOLDER SERVI	7079 4/30/14	00142577	13000308	NELMS-EXPNS ATLANTA 3/30-4/2	05/16/14	238051	704.93-
REGIONS CARDHOLDER SERVI								
Sum								704.93-
00073	ROO POUCH	16573	00142116	13000282	GREEN BIO BAGS FOR BUSES	05/16/14	238054	432.00-
ROO POUCH								
Sum								432.00-
00073	SOUTHERN TIRE MART LLC	11085599	00141577	13000283	TIRES FOR GILLIG/GMC BUSES	05/16/14	238077	3,619.98-
SOUTHERN TIRE MART LLC								
Sum								3,619.98-
00073	WATERS INTERNATIONAL TRU	241260027	00142183	13000298	A/C & AXLE REPR U#18570	05/16/14	238117	768.82-
WATERSINTERNATIONAL TRU								
Sum								768.82-
Sum								55,463.74-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND								
00077	BIO SOIL ENHANCHERS, INC	CE ROY CNTR	02014503	13000299	DAMAGE DEPOSIT REFUND	05/16/14	237824	100.00-
BIO SOIL ENHANCHERS, INC								
Sum								100.00-
00077	BROADWAY DRIVE TIRE	091682	00142093	13000280	ALIGNMENT U#11200 COMM CNTRS	05/16/14	237836	59.99-
BROADWAY DRIVE TIRE								
Sum								59.99-
00077	BULLOCK, TENECIA (REFUN	SHERRILL CNT	02014503	13000297	DAMAGE DEPOSIT REFUND	05/16/14	237841	200.00-
BULLOCK, TENECIA (REFUN								
Sum								200.00-
00077	CARQUEST AUTO PARTS STOR	14758-26256	00142094	13000278	REPR PTS U#11200 COMM CNTRS	05/16/14	237848	813.10-
CARQUEST AUTO PARTS STOR								
Sum								813.10-
00077	CITY OF HATTIESBURG FUND	TRF 1ST 5/14	02014467	13000272	TRF 1ST 5/14 PAYROLL	05/01/14	36946	15,845.72-
00077	CITY OF HATTIESBURG FUND	TRF 2ND 5/14	02014504	13000286	TRF 2ND 5/14 PAYROLL	05/14/14	36969	20,878.93-
CITY OF HATTIESBURG FUND								
Sum								36,724.65-
00077	COURTNEY'S RESTAURANT EQ	8457	00142095	13000277	OVEN REPAIR CE ROY CENTER	05/16/14	237861	307.37-
COURTNEY'S RESTAURANT EQ								
Sum								307.37-
00077	DILLARD, CHERI (REFUNDS	CULTURAL CNT	02014503	13000296	DAMAGE DEPOSIT REFUND	05/16/14	237867	250.00-
DILLARD, CHERI (REFUNDS								
Sum								250.00-
00077	DUNAGIN PEST CONTROL(PRE	8792507	00020143	13000281	SSRV Q/E 4-6/14 CE ROY CTR	05/16/14	237875	120.00-
00077	DUNAGIN PEST CONTROL(PRE	8792539	00020143	13000282	SRV Q/E 4-6/14 SHERRILL CN	05/16/14	237875	120.00-
00077	DUNAGIN PEST CONTROL(PRE	8792540	00020143	13000283	SRV Q/E 4-6/14 SIGLER CTR	05/16/14	237875	54.00-
00077	DUNAGIN PEST CONTROL(PRE	8792538	00020143	13000284	SRV Q/E 4-6/14 REC CNTR	05/16/14	237875	54.00-
00077	DUNAGIN PEST CONTROL(PRE	8792513	00020143	13000285	SRV Q/E 4-6/14 CULTURAL CN	05/16/14	237875	54.00-
DUNAGIN PEST CONTROL(PRE								
Sum								402.00-
00077	G & K SERVICES	1035478797	00142560	13000290	UNIFORMS 4/01 COMM CNTRS	05/16/14	237902	43.56-
00077	G & K SERVICES	1035480950	00142560	13000291	UNIFORMS 4/08 COMM CNTRS	05/16/14	237902	43.56-
00077	G & K SERVICES	1035483100	00142560	13000292	UNIFORMS 4/15 COMM CNTRS	05/16/14	237902	43.56-
00077	G & K SERVICES	1035485251	00142560	13000293	UNIFORMS 4/22 COMM CNTRS	05/16/14	237902	43.56-
00077	G & K SERVICES	1035487409	00142560	13000294	UNIFORMS 4/29 COMM CNTRS	05/16/14	237902	43.56-
00077	G & K SERVICES	1035491708	00142560	13000295	UNIFORMS 5/13 COMM CNTRS	05/16/14	237902	43.56-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
G & KSERVICES								
Sum								261.36-
00077	GARNER LUMLEY ELECTRIC S	499113	00139958	13000274	OUTSIDE LAMPS CULTURAL CENTER	05/16/14	237906	1,124.00-
GARNERLUMLEY ELECTRIC S								
Sum								1,124.00-
00077	GILKEY ELECTRIC SUPPLY C	254910	00141428	13000275	FOUNTAIN LIGHTS TRAIN DEPOT	05/16/14	237908	440.50-
GILKEYELECTRIC SUPPLY C								
Sum								440.50-
00077	GRIFFIN, CAMMI (REFUNDS	CE ROY CNTR	02014503	13000298	DAMAGE DEPOSIT REFUND	05/16/14	237917	100.00-
GRIFFIN, CAMMI (REFUNDS								
Sum								100.00-
00077	MID SOUTH GLASS INC	0040059	00141674	13000276	FRONT DOOR REPR SIGLER CENTER	05/16/14	237987	82.00-
MID SOUTH GLASS INC								
Sum								82.00-
00077	MS POWER COMPANY	5/14 COMM CN	00201415	13000287	MNTHLY ELEC-COMM CNTRS	05/16/14	238013	2,501.44-
MS POWER COMPANY								
Sum								2,501.44-
00077	NEEL-SCHAFFER INC	1017113 TASK	00137287	13000300	FOUNDATION REPR SHERRILL CNTR	05/16/14	238019	1,027.17-
NEEL-SCHAFFER INC								
Sum								1,027.17-
00077	THYSSENKRUPP ELEVATOR CO	3001071566	00142558	13000289	MAINT 5/14 CULTURAL CENTER	05/16/14	238089	850.87-
THYSSENKRUPP ELEVATOR CO								
Sum								850.87-
00077	WILLMUT GAS & OIL COMPAN	5/14 COMM CN	00201415	13000288	MNTHLY GAS-COMM CNTRS	05/16/14	238122	206.13-
WILLMUT GAS & OIL COMPAN								
Sum								206.13-
Sum								45,450.58-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
09 WATER METER PROJ FUND								
00078	UWS INC	1518(B)	00142490	13000001	METER TESTING AND REPAIR	05/16/14	238103	33,871.00-
UWS INC								
Sum								33,871.00-
Sum								33,871.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT								
00082	BREAKTHROUGH COMMUNITY S	01	00142386	13000199	108 E 8TH EMEG RPR DRAW#1	05/08/14	36964	5,500.00-
BREAKTHROUGH COMMUNITY S								
Sum								5,500.00-
00082	CITY OF HATTIESBURG FUND	TRF 1ST 5/14	02014467	13000191	TRF 1ST 5/14 PAYROLL	05/01/14	36954	6,649.02-
00082	CITY OF HATTIESBURG FUND	TRF 2ND 5/14	02014504	13000204	TRF 2ND 5/14 PAYROLL	05/14/14	36970	8,368.74-
CITY OF HATTIESBURG FUND								
Sum								15,017.76-
00082	EATON, KERMAS	PETTY CASH 4	00142120	13000193	PETTY CASH CDBG DEPT	05/16/14	237877	57.00-
EATON,KERMAS								
Sum								57.00-
00082	FUELMAN OF MS	BG127044 NP4	00142402	13000201	FUEL CHGS 4/17/14	05/16/14	237897	52.22-
FUELMAN OF MS								
Sum								52.22-
00082	H'BURG AMERICAN ACCT #1	H12998 45498	00142569	13000206	PROOFS PUBLICATION CDBG	05/16/14	237920	80.69-
H'BURGAMERICAN ACCT #1								
Sum								80.69-
00082	JORDAN, KEVIN	TRAVEL REIMB	00142378	13000202	EXPNS APA 50TH YR CELEBA JKSN	05/16/14	237952	60.00-
00082	JORDAN, KEVIN	TRAVEL REIMB	00142592	13000205	EXPNS HOUSING CONF JACKSON	05/16/14	237953	366.26-
JORDAN, KEVIN								
Sum								426.26-
00082	OFFICE DEPOT INC	707246193001	00141510	13000194	OFICE SUPP CDBG/HOME PROGRAMS	05/16/14	238024	9.06-
00082	OFFICE DEPOT INC	707246194001	00141510	13000195	OFFICE SUPP CDBG/HOME PROGRAM	05/16/14	238024	92.23-
OFFICEDEPOT INC								
Sum								101.29-
00082	PINE BELT COMMUNITY SERV	05/06/14	00142388	13000197	MEALS PROG, FOOD STIPENDS DR#5	05/08/14	36962	2,682.20-
PINE BELT COMMUNITY SERV								
Sum								2,682.20-
00082	RJ YOUNG COMPANY	INV335974	00142403	13000203	COPIER 3/28-4/27 CDBG/HOME	05/16/14	238052	187.22-
RJ YOUNG COMPANY								
Sum								187.22-
00082	SMITH'S REMODELING	04/28/14	00142387	13000198	208W 7TH RPR WINDOWS PAINT DR4	05/08/14	36963	5,000.00-
00082	SMITH'S REMODELING	04/28/14	00142384	13000200	605 BROAD REWIRING HOME DR #1	05/08/14	36965	8,000.00-
SMITH'S REMODELING								
Sum								13,000.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							37,104.64-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
INDUSTRIAL PARK DEVELOPMENT								
00087	AREA DEVELOPMENT PARTNER	3462 17968	00142556	13000036	REIMB EXPNS SHOWS & DEARMAN	05/16/14	237809	539.26-
AREA DEVELOPMENT PARTNER								
Sum								539.26-
00087	PARKER'S LANDSCAPE SERV	15614	00142608	13000041	LANDSCAPE MAINT/SUPP IND PK	05/16/14	238027	190.44-
PARKER'S LANDSCAPE SERV								
Sum								190.44-
00087	SHOWS DEARMAN & WAITS IN	18009	00142619	13000037	SERVS IND PK PROJECT SPOKE	05/16/14	238067	2,770.00-
00087	SHOWS DEARMAN & WAITS IN	17956	00142615	13000038	SRVS IND PK PROJECT SPOKE	05/16/14	238067	1,402.50-
SHOWSDEARMAN & WAITS IN								
Sum								4,172.50-
00087	SOUTHGROUP (HATTIESBURG	44088	00142620	13000039	LIABILITY INS IND PARK	05/16/14	238079	6,732.00-
00087	SOUTHGROUP (HATTIESBURG	44086	00142621	13000040	DIRECTORS/OFFICERS INSURANCE	05/16/14	238079	1,900.00-
SOUTHGROUP (HATTIESBURG								
Sum								8,632.00-
Sum								13,534.20-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TIF CONSTRUCTION								
00091	BUTLER,SNOW,O'MARA,STEVE	04/10/14	00142250	13000002	BOND ISSUE COSTS-SO POINTE	05/01/14	18771	72,000.00-
BUTLER,SNOW,O'MARA,STEVE								
Sum								72,000.00-
00091	CITY OF HATTIESBURG FUND	5/2014	02014501	13000011	TRF FUNDS	05/13/14	18800	247,924.00-
CITY OF HATTIESBURG FUND								
Sum								247,924.00-
00091	GOVERNMENT CONSULTANTS I	142251	00142251	13000006	CONSULTANT FEES SO POINTE TIF	05/01/14	18776	52,000.00-
GOVERNMENT CONSULTANTS I								
Sum								52,000.00-
00091	POINTE PROPERTIES LLC	142245	00142245	13000005	DEVEL COST/PHASE II SO POINTE	05/01/14	18774	1,612,777.00-
POINTEPROPERTIES LLC								
Sum								1,612,777.00-
00091	SOUTHERN DEVELOPMENT RES	142253	00142253	13000004	DEVEL COST PHASE II/SO POINTE	05/01/14	18773	438,573.00-
SOUTHERN DEVELOPMENT RES								
Sum								438,573.00-
00091	TRUSTMARK NATIONAL BANK/	4/10/14	00142248	13000001	BOND ACCEPTANCE FEE	05/01/14	18770	1,250.00-
00091	TRUSTMARK NATIONAL BANK/	4/10/14	00142248	13000001	BOND ACCEPTANCE FEE	05/01/14	18770	1,250.00
00091	TRUSTMARK NATIONAL BANK/	142248	00142248	13000007	BOND ACCEPTANCE FEE-SO POINTE	05/01/14	18777	1,250.00-
00091	TRUSTMARK NATIONAL BANK/	4/10/14	00142518	13000010	AGENT FEES 4/10/14-3/31/15	05/13/14	18799	1,250.00-
TRUSTMARK NATIONAL BANK/								
Sum								2,500.00-
Sum								2,425,774.00-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GROUPINSURANCE TRUST FUND								
00109	CITY OF HATTIESBURG FUND	TRF HENRY,HO	02014457	72	TRF HENRY HOLLOWAY VISION	05/14/14	36968	51.72-
CITY OF HATTIESBURG FUND								
Sum								51.72-
Sum								51.72-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GrandTotal Level Sum							8,076,088.02-

CITY OF HATTIESBURG - GENERAL FUND
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND								
00001	ADVANCE AUTO PARTS	560441114333	00141303	13004885	REPR PTS POLICE STOCK	05/16/14	237797	547.91-
00001	ADVANCE AUTO PARTS	560441184373	00141974	13004886	REPR PTS POLICE STOCK	05/16/14	237797	132.80-
00001	ADVANCE AUTO PARTS	560441113550	00141303	13004899	REPR PTS POLICE STOCK	05/16/14	237797	122.06-
00001	ADVANCE AUTO PARTS	560441113550	00141303	13004900	CREDIT	05/16/14	237797	122.06
00001	ADVANCE AUTO PARTS	560441267525	00142272	13005036	RADIATOR U#14677 SANIT	05/16/14	237797	146.99-
ADVANCE AUTO PARTS								
Sum								827.70-
00001	AFFORDABLE EMERGENCY LIG	662	00142275	13005155	INSTALL RADIO U#15452 POLICE	05/16/14	237798	85.00-
00001	AFFORDABLE EMERGENCY LIG	663	00142292	13005156	R&R CAMERA CABLES U#18325	05/16/14	237798	85.00-
AFFORDABLE EMERGENCY LIG								
Sum								170.00-
00001	AGRI-AFC LLC	5008912	00139968	13005065	CREDIT	05/16/14	237799	300.00
AGRI-AFC LLC								
Sum								300.00
00001	AIRGAS USA LLC (NORDAN S	9917205410	00142371	13005025	CYL RENT 4/14 VARI DEPTS	05/16/14	237800	591.48-
00001	AIRGAS USA LLC (NORDAN S	9026836300	00141715	13005088	MAINT SUPP PUBLIC WORKS	05/16/14	237800	151.59-
00001	AIRGAS USA LLC (NORDAN S	9027266692	00141715	13005089	MAINT SUPP PUBLIC WORKS	05/16/14	237800	51.56-
AIRGASUSA LLC (NORDAN S								
Sum								794.63-
00001	AISHA D ANDERSON CONSULT	#1	00142166	13004791	NLC PLANNING CONSULTANT	05/01/14	18768	135.00-
AISHAD ANDERSON CONSULT								
Sum								135.00-
00001	ALLBRITTON CHAIN SAW & L	32073	00142128	13004873	CHAINSAW CHAINS STORM PREP	05/16/14	237802	56.00-
00001	ALLBRITTON CHAIN SAW & L	32329	00142000	13005041	TRIMMER HEADS CEMETERY	05/16/14	237802	203.70-
ALLBRITTON CHAIN SAW & L								
Sum								259.70-
00001	AMERICAN HEART ASSOC (RE	DAMAGE DEP R	02014502	13005253	DAMAGE DEPOSIT REFUND	05/16/14	237803	500.00-
AMERICAN HEART ASSOC (RE								
Sum								500.00-
00001	AMERICAN PRINTING & OFFI	5790	00141480	13004830	LETTERING U#19346 POLICE	05/16/14	237804	235.00-
AMERICAN PRINTING & OFFI								
Sum								235.00-
00001	AMERICAN SIGNS	5832	00142190	13004960	LETTERING U#19750 ANIMAL CTRL	05/16/14	237805	525.00-

AMERICAN SIGNS								
Sum								525.00-
00001	APPLIED CONCEPTS INC	252901	00140367	13005078	RADARS FOR NEW POLICE UNITS	05/16/14	237808	24,795.00-
APPLIED CONCEPTS INC								
Sum								24,795.00-
00001	ARNOLD LINE WATER ASSN I	2145 4/22/14	00020148	13005015	SERV 3/20-4/21/14 #8 FIRE STA	05/16/14	237810	27.00-
ARNOLDLINE WATER ASSN I								
Sum								27.00-
00001	AT&T	601M23905500	00020148	13005014	VEHICLE LOCATOR 4/28-5/17 POL	05/16/14	237811	202.00-
AT&T								
Sum								202.00-
00001	AUTO ARMATURE SERVICE IN	14230	00142106	13004855	BATTERY U#14618 STREET	05/16/14	237812	99.95-
00001	AUTO ARMATURE SERVICE IN	14002	00141611	13004921	BATTERIES U#19110,16716,19008	05/16/14	237812	374.85-
00001	AUTO ARMATURE SERVICE IN	14244	00142185	13004928	STARTER/BATTERY U#11094	05/16/14	237812	227.90-
00001	AUTO ARMATURE SERVICE IN	14323	00142363	13005007	BATTERY U#15480 CONSTR	05/16/14	237812	109.95-
00001	AUTO ARMATURE SERVICE IN	14324	00142333	13005032	ALTERNATOR U#17017 STREET	05/16/14	237812	99.95-
00001	AUTO ARMATURE SERVICE IN	14404	00141988	13005151	BATTERIES VARI POLICE UNITS	05/16/14	237812	407.85-
AUTO ARMATURE SERVICE IN								
Sum								1,320.45-
00001	AUTOMOTIVE GLASS SPECIAL	I147335	00141762	13004843	WINDSHIELD REPR U#14147 FIRE	05/16/14	237813	125.00-
00001	AUTOMOTIVE GLASS SPECIAL	I146902	00140821	13004927	GLASS REPR U#14425 POLICE	05/16/14	237813	195.00-
00001	AUTOMOTIVE GLASS SPECIAL	I147159	00141500	13004929	WINDSHIELD U#16756 POLICE	05/16/14	237813	225.00-
00001	AUTOMOTIVE GLASS SPECIAL	I147293	00141752	13004930	WINDSHIELD REPR U#17568 POL	05/16/14	237813	50.00-
AUTOMOTIVE GLASS SPECIAL								
Sum								595.00-
00001	B & F TACTICAL STORE	327	00141911	13004811	SHIRTS WEAVER-HARRIS POLICE	05/16/14	237814	292.50-
00001	B & F TACTICAL STORE	327(B)	00142049	13004812	SEW PATCHES WEAVER-HARRIS	05/16/14	237814	50.00-
00001	B & F TACTICAL STORE	324	00140703	13004889	UNIFORM T SHIRTS FIRE DEPT	05/16/14	237814	3,038.00-
00001	B & F TACTICAL STORE	328	00142075	13005026	SHIRTS-TRNG OFFICERS-FIRE DEP	05/16/14	237814	69.54-
B & FTACTICAL STORE								
Sum								3,450.04-
00001	BANCORPSOUTH EQUIPMENT F	002-0070193-	02014481	13004793	GARB TRK LEASE DUE 5/14	05/05/14	18778	34,542.83-
BANCORPSOUTH EQUIPMENT F								
Sum								34,542.83-
00001	BARTEE BCR CSR, TAMIKA	823	00142174	13004806	DEPOSITION BIVENS/FORREST CTY	05/16/14	237817	281.00-
00001	BARTEE BCR CSR, TAMIKA	827	00142174	13004807	DEPOSITION BIVENS/FORREST CTY	05/16/14	237817	387.00-
BARTEEBCR CSR, TAMIKA								
Sum								668.00-
00001	BEAVER INDUSTRIES INC	13464	00142189	13004922	CAR CLEAN SUPP POLICE DEPT	05/16/14	237818	200.00-

BEAVERINDUSTRIES INC								
Sum								200.00-
00001	BIG IRON DIESEL REPAIR L	SO1737	00142030	13004958	REPRS U#14409 SANIT	05/16/14	237822	741.97-
00001	BIG IRON DIESEL REPAIR L	SO1716	00141665	13005087	REPRS U#16082 STREET	05/16/14	237822	160.00-
BIG IRON DIESEL REPAIR L								
Sum								901.97-
00001	BIG 10 TIRE COMPANY INC	9541	00142376	13005259	TIRES U#17503 ENGR	05/16/14	237823	677.11-
BIG 10TIRE COMPANY INC								
Sum								677.11-
00001	BLOSSMAN GAS INC	PO#141748 4/	00141748	13005091	HAND BURNER CONSTR DEPT	05/16/14	237826	79.00-
BLOSSMAN GAS INC								
Sum								79.00-
00001	BLUELINE RENTAL, LLC	797909-0001(	00142211	13004893	DIESEL FUEL MOBILE ST DEMOLTN	05/16/14	237827	367.50-
00001	BLUELINE RENTAL, LLC	797909-0001	00140122	13005011	EQUIPMENT MOBILE ST DEMOLITION	05/16/14	237827	2,823.40-
BLUELINE RENTAL, LLC								
Sum								3,190.90-
00001	BOLTON, FRAZIER	TRAVEL ADVAN	00142252	13004823	TRAV ADV-MACP CONF BILOXI	05/16/14	237829	500.00-
BOLTON, FRAZIER								
Sum								500.00-
00001	BONNER ANALYTICAL TESTIN	53444	00136786	13004846	ASBESTOV RMVL 521/609 MOBILE	05/16/14	237831	200.00-
00001	BONNER ANALYTICAL TESTIN	54225	00142309	13004937	ASBESTOS RMVL 900 E 6TH ST	05/16/14	237831	25.00-
00001	BONNER ANALYTICAL TESTIN	54226	00142309	13004938	ASBESTOS SAMPLES 201 WILLIS	05/16/14	237831	75.00-
00001	BONNER ANALYTICAL TESTIN	54224	00142309	13004939	ASBESTOS SAMPLES 203 MALLORY	05/16/14	237831	30.00-
00001	BONNER ANALYTICAL TESTIN	54223	00142309	13004940	ASBESTOS SAMPLES 201 EDNA	05/16/14	237831	40.00-
00001	BONNER ANALYTICAL TESTIN	54222	00142309	13004941	ASBESTOS SAMPLES 506 DUKE AVE	05/16/14	237831	50.00-
00001	BONNER ANALYTICAL TESTIN	54419	00142309	13004942	ASBESTOS SAMPLES 312 E 9TH	05/16/14	237831	25.00-
00001	BONNER ANALYTICAL TESTIN	54420	00142309	13004943	ASBESTOS SAMPLES 1009 JOHN ST	05/16/14	237831	50.00-
00001	BONNER ANALYTICAL TESTIN	54421	00142309	13004944	ASBESTOS SAMPLES 311 PAULINE	05/16/14	237831	40.00-
00001	BONNER ANALYTICAL TESTIN	54422	00142309	13004945	ASBESTOS SAMPLES 21 MCCALL	05/16/14	237831	50.00-
00001	BONNER ANALYTICAL TESTIN	54423	00142309	13004946	ASBESTOS SAMPLES 527 E 7TH	05/16/14	237831	100.00-
00001	BONNER ANALYTICAL TESTIN	54424	00142309	13004947	ASBESTOS SAMPLES 606 MEMPHIS	05/16/14	237831	40.00-
00001	BONNER ANALYTICAL TESTIN	54818	00142309	13004948	ASBESTOS SAMPLES 1105 DEWEY	05/16/14	237831	50.00-
00001	BONNER ANALYTICAL TESTIN	54819	00142309	13004949	ASBESTOS SAMPLES 1106 DEWEY	05/16/14	237831	15.00-
00001	BONNER ANALYTICAL TESTIN	54820	00142309	13004950	ASBESTOS SAMPLES 1104 SCOTT	05/16/14	237831	50.00-
00001	BONNER ANALYTICAL TESTIN	54295	00142336	13005008	ASBESTOS TEST AIRPORT BLDGS	05/16/14	237831	50.00-
BONNERANALYTICAL TESTIN								
Sum								890.00-
00001	BROOKS COURT REPORTING	18957	00142175	13004808	DEPOSITION PRECISION CONST	05/16/14	237837	460.75-
BROOKSCOURT REPORTING								
Sum								460.75-

00001	C D W GOVERNMENT	LK04248	00141878	13004909	LAPTOP BATTERY INFO TECH	05/16/14	237844	177.55-
00001	C D W GOVERNMENT	LP61422	00142015	13005070	SERV AGRMNT FOR CARDLEPOINT	05/16/14	237844	82.00-
C D WGOVERNMENT								
Sum								259.55-
00001	CAMPER CITY OF HATTIESBU	26921	00142001	13004880	TIRES U#7794 CEMETERY	05/16/14	237845	476.00-
CAMPERCITY OF HATTIESBU								
Sum								476.00-
00001	CANON SOLUTIONS AMERICA	735420	00142540	13005139	COPIER OVERAGE PURCHASING	05/16/14	237846	46.06-
CANONSOLUTIONS AMERICA								
Sum								46.06-
00001	CARQUEST AUTO PARTS STOR	14758-25811	00142192	13004814	REPR PTS U#19008 POLICE	05/16/14	237848	75.91-
00001	CARQUEST AUTO PARTS STOR	14758-25829	00142192	13004815	REPR PTS U#17355 POLICE	05/16/14	237848	319.87-
00001	CARQUEST AUTO PARTS STOR	14758-25999	00142192	13004816	REPR PTS U#15451 POLICE	05/16/14	237848	72.66-
00001	CARQUEST AUTO PARTS STOR	14758-26000	00142192	13004817	REPR PTS POLICE UNIT	05/16/14	237848	82.70-
00001	CARQUEST AUTO PARTS STOR	14758-26165	00142192	13004818	REPR PTS POLICE STOCK	05/16/14	237848	92.55-
00001	CARQUEST AUTO PARTS STOR	14758-26210	00142192	13004819	REPR PTS U#17704 POLICE	05/16/14	237848	14.53-
00001	CARQUEST AUTO PARTS STOR	14758-26160	00142027	13004856	REPR PTS U#14714 STREET	05/16/14	237848	23.39-
00001	CARQUEST AUTO PARTS STOR	14758-26159	00142027	13004857	REPR PTS U#14498 STREET	05/16/14	237848	201.43-
00001	CARQUEST AUTO PARTS STOR	14758-26660	00142287	13004952	CLEAN SUPP TRAFFIC UNITS	05/16/14	237848	31.84-
00001	CARQUEST AUTO PARTS STOR	14758-21181	00140024	13004956	REPR PTS U#11970 CONSTR	05/16/14	237848	198.12-
00001	CARQUEST AUTO PARTS STOR	14758-26305	00142110	13004999	REPR PTS STREET STOCK	05/16/14	237848	42.19-
00001	CARQUEST AUTO PARTS STOR	14758-26307	00142110	13005000	REPR PTS SANIT STOCK	05/16/14	237848	168.60-
00001	CARQUEST AUTO PARTS STOR	14758-26782	00142270	13005033	REPR PTS U#9900 STREET	05/16/14	237848	98.42-
00001	CARQUEST AUTO PARTS STOR	14758-24264	00141279	13005069	OIL FILTER U#18548 BRANTLEY	05/16/14	237848	4.26-
CARQUEST AUTO PARTS STOR								
Sum								1,426.47-
00001	CHERRY, MARTHA	TRAVEL ADVAN	00142170	13004824	TRAV ADV-CHAPLAINS CONF	05/16/14	237851	1,387.00-
CHERRY, MARTHA								
Sum								1,387.00-
00001	CITY OF HATTIESBURG FUND	TRF 1ST 5/14	02014467	13004790	TRF 1ST 5/14 PAYROLL	05/01/14	18767	858,183.83-
00001	CITY OF HATTIESBURG FUND	TRF 2ND 5/14	02014504	13005158	TRF 2ND 5/14 PAYROLL	05/14/14	18801	1,002,728.62-
CITY OF HATTIESBURG FUND								
Sum								1,860,912.45-
00001	CITY OF HATTIESBURG FUND	TRF ST MS CD	02014487	13004798	TRF ST MS CDBG WIS PAK	05/05/14	18784	62,784.22-
00001	CITY OF HATTIESBURG FUND	TRF ST MS CD	02014499	13005122	TRF ST MS CDBG USA YEAST	05/13/14	18798	13,641.03-
CITY OF HATTIESBURG FUND								
Sum								76,425.25-
00001	COLEMAN, DANA	TRAVEL REIMB	00142587	13005213	EXPNS TYLER TECHS COURT CONF	05/16/14	237854	833.94-
COLEMAN, DANA								
Sum								833.94-

00001	COMCAST CABLEVISION OF H	095777340100	00142445	13005063	SERV 3/14-5/14 AIRPORT	05/16/14	237856	257.85-
COMCAST CABLEVISION OF H								
Sum								257.85-
00001	COMPLETE ENVIRONMENTAL &	7653	00142184	13004871	2014 AMNESTY DAY COLLECTION	05/16/14	237857	129,151.09-
COMPLETE ENVIRONMENTAL &								
Sum								129,151.09-
00001	COMPREHENSIVE RADIOLOGY	CRS100164675	00142526	13005175	SRV 3/7/14 STANTON-PRISONER	05/16/14	237858	40.00-
00001	COMPREHENSIVE RADIOLOGY	CRS100164677	00142526	13005176	SRV 3/7/14 SMITH-PRISONER	05/16/14	237858	39.00-
00001	COMPREHENSIVE RADIOLOGY	CRS100162045	00142526	13005177	SRV 3/2/14 GRAVES-PRISONER	05/16/14	237858	198.00-
00001	COMPREHENSIVE RADIOLOGY	CRS100162045	00142526	13005178	SRV 3/2/14 GRAVES-PRISONER	05/16/14	237858	243.00-
00001	COMPREHENSIVE RADIOLOGY	CRS100161864	00142526	13005179	SRV 3/2/14 STANTON-PRISONER	05/16/14	237858	375.00-
00001	COMPREHENSIVE RADIOLOGY	CRS100161864	00142526	13005180	SRV 3/2/14 STANTON-PRISONER	05/16/14	237858	866.00-
COMPREHENSIVE RADIOLOGY								
Sum								1,761.00-
00001	COMSOUTH	171139	00136130	13004890	RADIO BATTERIES/REPAIR DAWSON	05/16/14	237859	177.00-
00001	COMSOUTH	173725	00142135	13004966	REPR LIGHTS U#11962 CEMETERY	05/16/14	237859	107.50-
COMSOUTH								
Sum								284.50-
00001	COURTESY MOTORS INC	187314	00142209	13004842	COLLISION REPR U#17838 FIRE	05/16/14	237860	6,237.81-
00001	COURTESY MOTORS INC	416306	00142179	13004923	REPR PTS U#16643 POLICE	05/16/14	237860	61.75-
00001	COURTESY MOTORS INC	186576C	00142267	13005030	REPRS U#17837 FIRE DEPT	05/16/14	237860	781.78-
00001	COURTESY MOTORS INC	187777	00142373	13005071	REPRS U#17527 FED/STATE PROG	05/16/14	237860	417.97-
00001	COURTESY MOTORS INC	416679	00141612	13005076	REPR PTS U#16651 POLICE	05/16/14	237860	454.10-
00001	COURTESY MOTORS INC	416680	00141612	13005077	REPR PTS U#17312 POLICE	05/16/14	237860	292.72-
COURTESY MOTORS INC								
Sum								8,246.13-
00001	DANIELS, II, L.J. (REFUN	DAMAGE DEP R	02014502	13005250	DAMAGE DEPOSIT REFUND	05/16/14	237866	500.00-
DANIELS, II, L.J. (REFUN								
Sum								500.00-
00001	DORNAN LAW OFFICE, PLLC	ARBITRATION	00142430	13005048	ARBITRATION-PRECISION CONSTR	05/16/14	237870	2,500.00-
DORNANLAW OFFICE, PLLC								
Sum								2,500.00-
00001	DUNAGIN PEST CONTROL(PRE	8792535	00020143	13005099	SRV Q/E 4-6/14 POLICE	05/16/14	237875	135.00-
00001	DUNAGIN PEST CONTROL(PRE	8792808	00020143	13005100	SRV Q/E 4-6/14 POL SUB-STA	05/16/14	237875	56.70-
00001	DUNAGIN PEST CONTROL(PRE	8792519	00020143	13005101	SRV Q/E 4-6/14 #1 FIRE STA	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792520	00020143	13005102	SRV Q/E 4-6/14 #2 FIRE STA	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792521	00020143	13005103	SRV Q/E 4-6/14 #3 FIRE STA	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792528	00020143	13005104	SRV Q/E 4-6/14 #4 FIRE STA	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792523	00020143	13005105	SRV Q/E 4-6/14 #5 FIRE STA	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792524	00020143	13005106	SRV Q/E 4-6/14 #6 FIRE STA	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792525	00020143	13005107	SRV Q/E 4-6/14 #7 FIRE STA	05/16/14	237875	54.00-

00001	DUNAGIN PEST CONTROL(PRE	8792526	00020143	13005108	SRV Q/E 4-6/14 #8 FIRE STA	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792534	00020143	13005109	SRV Q/E 4-6/14 POL RANGE	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792537	00020143	13005110	SRV Q/E 4-6/14 P/F ACDMY	05/16/14	237875	60.00-
00001	DUNAGIN PEST CONTROL(PRE	8792809	00020143	13005111	SRSV Q/E 4-6/14 POL PAVILN	05/16/14	237875	56.70-
00001	DUNAGIN PEST CONTROL(PRE	8792512	00020143	13005112	SRV Q/E 4-6/14 CITY HALL	05/16/14	237875	75.00-
00001	DUNAGIN PEST CONTROL(PRE	8792545	00020143	13005113	SRV Q/E 4-6/14 TRAFF BLDG	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792518	00020143	13005114	SRV Q/E 4-6/14 ENGR OFFICE	05/16/14	237875	60.00-
00001	DUNAGIN PEST CONTROL(PRE	8792510	00020143	13005115	SRV Q/E 4-6/14 CITY BARN	05/16/14	237875	285.00-
00001	DUNAGIN PEST CONTROL(PRE	8792504	00020143	13005116	SRV Q/E 4-6/14 AIRPORT	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792503	00020143	13005117	SRV Q/E 4-6/14 AIRPT MAINT	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792777	00020143	13005118	SRV Q/E 4-6/14 HANGER #3	05/16/14	237875	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8792516	00020143	13005119	SRV Q/E 4-6/14 TRAIN DEPOT	05/16/14	237875	45.00-
00001	DUNAGIN PEST CONTROL(PRE	8792529	00020143	13005120	SRV Q/E 4-6/14 HILND CEM	05/16/14	237875	45.00-
00001	DUNAGIN PEST CONTROL(PRE	8792541	00020143	13005121	SRV Q/E 4-6/14 S HILL CEM	05/16/14	237875	45.00-
								---
DUNAGIN PEST CONTROL(PRE								
Sum								1,565.40-
00001	EATON, ALVIN K	PETTY CASH 2	00142566	13005229	PETTY CASH VARI DEPTS	05/16/14	237876	358.46-
								---
EATON,ALVIN K								
Sum								358.46-
00001	ECONOMY SUPPLY CO	211482	00142055	13004866	FRAMING MATLS 4TH ST CLINIC	05/16/14	237878	1,505.77-
00001	ECONOMY SUPPLY CO	211299	00141947	13004908	BLDG MATLS PURCHASING DEPT	05/16/14	237878	190.40-
00001	ECONOMY SUPPLY CO	212464	00142517	13005228	CEILING TILE PURCHASING DEPT	05/16/14	237878	41.08-
								---
ECONOMY SUPPLY CO								
Sum								1,737.25-
00001	ELECTROLUX (AERUS)	1829733	00142417	13005140	VACUUM REPAIR TRAIN DEPOT	05/16/14	237879	122.69-
								---
ELECTROLUX (AERUS)								
Sum								122.69-
00001	EMERGENCY EQUIPMENT PROF	410210	00141835	13004837	HELMET BADGE FIRE DEPT	05/16/14	237881	51.99-
00001	EMERGENCY EQUIPMENT PROF	410209	00141866	13004838	HELMET BADGE FIRE DEPT	05/16/14	237881	51.99-
00001	EMERGENCY EQUIPMENT PROF	410237	00142113	13004934	REPR PTS U#14517 FIRE DEPT	05/16/14	237881	68.45-
00001	EMERGENCY EQUIPMENT PROF	410227	00142243	13004935	REPR PTS U#13933 FIRE DEPT	05/16/14	237881	832.46-
00001	EMERGENCY EQUIPMENT PROF	410315	00142400	13005082	REPR PTS U#18099 FIRE DEPT	05/16/14	237881	227.80-
								---
EMERGENCY EQUIPMENT PROF								
Sum								1,232.69-
00001	EMPIRE TRUCK SALES (H'BU	VE006000753	00141822	13004872	'14 KNUCKLE BOOM LOADER 19755	05/16/14	237882	114,515.00-
00001	EMPIRE TRUCK SALES (H'BU	CE006086701:	00142112	13005001	REPR PTS STREET STOCK	05/16/14	237882	115.56-
								---
EMPIRETRUCK SALES (H'BU								
Sum								114,630.56-
00001	F B I NATIONAL ACADEMY A	31599 SIMS	00142215	13004832	2014 DUES MAJOR SIMS	05/16/14	237884	90.00-
								---
F B INATIONAL ACADEMY A								
Sum								90.00-

00001	FARRELL-CALHOUN	260560 00741	00140757	13005019	SPRAY PAINT TRAFFIC DEPT	05/16/14	237886	215.64-
FARRELL-CALHOUN								
Sum								215.64-
00001	FASTENAL COMPANY	MDHAT170094	00141662	13004894	EMP EQUIP/SUPP PUBLIC WORKS	05/16/14	237887	438.42-
FASTENAL COMPANY								
Sum								438.42-
00001	FEDERAL EXPRESS	2-631-47446	00142468	13005141	SERV 4/14/14 DARBY MPO DEPT	05/16/14	237888	32.07-
00001	FEDERAL EXPRESS	2-631-47446(	00142468	13005142	SERV 4/14/14 WAITS ENGR DEPT	05/16/14	237888	15.62-
FEDERAL EXPRESS								
Sum								47.69-
00001	FERGUSON ENTERPRISES INC	1238084	00142207	13005034	PLUMB SUPP 4TH ST MED CLINIC	05/16/14	237889	123.79-
00001	FERGUSON ENTERPRISES INC	1238595	00142136	13005092	PLUMBING TOOLS CONSTR DEPT	05/16/14	237889	154.92-
FERGUSON ENTERPRISES INC								
Sum								278.71-
00001	FOREMOST PROMOTIONS	250016	00141270	13005028	PUBLIC ED SUPP FIRE DEPT	05/16/14	237891	222.52-
00001	FOREMOST PROMOTIONS	252080	00141270	13005029	PUBLIC ED SUPP FIRE DEPT	05/16/14	237891	844.00-
FOREMOST PROMOTIONS								
Sum								1,066.52-
00001	FORESTRY SUPPLIERS INC	593462-00	00142045	13004951	MARKING PAINT/RAILROAD CHALK	05/16/14	237892	92.76-
FORESTRY SUPPLIERS INC								
Sum								92.76-
00001	FORREST CTY SUPERVISORS	JAIL 2/14 EX	00142522	13005197	JAIL 2/14 EXPENSES	05/16/14	237893	64,840.00-
00001	FORREST CTY SUPERVISORS	JAIL 2/14 ME	00142522	13005198	JAIL 2/14 MEDICAL	05/16/14	237893	1,184.00-
00001	FORREST CTY SUPERVISORS	JAIL 3/14 EX	00142522	13005199	JAIL 3/14 EXPENSES	05/16/14	237893	72,640.00-
00001	FORREST CTY SUPERVISORS	JAIL 3/14 ME	00142522	13005200	JAIL 3/14 MEDICAL	05/16/14	237893	994.69-
FORREST CTY SUPERVISORS								
Sum								139,658.69-
00001	FORREST GENERAL HOSP-PHA	83518	00142519	13005181	JAIL DRUGS 3/14	05/16/14	237894	519.78-
00001	FORREST GENERAL HOSP-PHA	83521	00142519	13005182	JAIL DRUGS 4/14	05/16/14	237894	355.14-
FORREST GENERAL HOSP-PHA								
Sum								874.92-
00001	FORREST GENERAL HOSPITAL	H90012172000	00142521	13005183	SRV 12/4/13 MARSHALL-PRISONER	05/16/14	237895	2,362.85-
00001	FORREST GENERAL HOSPITAL	H90015585900	00142521	13005184	SRV 2/17/14 HOLLIMON-PRISONER	05/16/14	237895	1,954.00-
00001	FORREST GENERAL HOSPITAL	H90004607002	00142521	13005185	SRV 6/28/13 WEST-PRISONER	05/16/14	237895	1,993.35-
00001	FORREST GENERAL HOSPITAL	H90016467700	00142521	13005186	SRV 3/17/14 SMITH-PRISONER	05/16/14	237895	336.00-
00001	FORREST GENERAL HOSPITAL	H90016467500	00142521	13005187	SRV 3/7/14 STANTON-PRISONER	05/16/14	237895	189.00-
00001	FORREST GENERAL HOSPITAL	H90016204500	00142521	13005188	SRV 3/2/14 GRAVES-PRISONER	05/16/14	237895	3,620.00-
00001	FORREST GENERAL HOSPITAL	H90017291601	00142521	13005189	SRV 3/25/14 MARTIN-PRISONER	05/16/14	237895	46.00-
00001	FORREST GENERAL HOSPITAL	H90015022201	00142521	13005190	SRV 2/5/14 MARTIN-PRISONER	05/16/14	237895	59.00-
00001	FORREST GENERAL HOSPITAL	H90016186400	00142521	13005191	SRV 3/2/14 STANTON-PRISONER	05/16/14	237895	10,492.00-

00001	FORREST GENERAL HOSPITAL	H90016045602	00142521	13005192	SRV 2/27/14 SMITH-PRISONER	05/16/14	237895	300.25-
00001	FORREST GENERAL HOSPITAL	H90016467700	00142521	13005193	SRV 3/7/14 SMITH-PRISONER	05/16/14	237895	336.00-
FORREST GENERAL HOSPITAL								
Sum								21,688.45-
00001	FORREST GENERAL HOSPITAL	EAP CHARGE 5	00142210	13004805	EAP CHARGE 5/14	05/16/14	237896	1,785.00-
FORREST GENERAL HOSPITAL								
Sum								1,785.00-
00001	FUELMAN OF MS	BG127044 NP4	00142214	13004810	FUEL CHGS 4/14-20/14 POLICE	05/16/14	237897	121.87-
00001	FUELMAN OF MS	BG127044 NP4	00142450	13005047	FUEL CHG 4/25/14 FED/STATE	05/16/14	237897	41.47-
00001	FUELMAN OF MS	BG127044 NP4	00142439	13005062	FUEL CHG 4/24/14 ANIMAL CNTRL	05/16/14	237897	135.72-
00001	FUELMAN OF MS	BG127044 NP4	00142570	13005232	FUEL CHGS 4/16/14 TASK FORCE	05/16/14	237897	51.96-
00001	FUELMAN OF MS	BG127044 NP4	00142570	13005233	FUEL CHG 4/23/14 TASK FORCE	05/16/14	237897	37.28-
00001	FUELMAN OF MS	BG127044 NP4	00142570	13005234	FUEL CHG 4/28-5/4/14 POLICE	05/16/14	237897	35.42-
FUELMAN OF MS								
Sum								423.72-
00001	G & K SERVICES	1035478798	00142264	13004967	UNIFORMS/MOP 4/01 ENGR	05/16/14	237902	8.82-
00001	G & K SERVICES	1035480951	00142264	13004968	UNIFORMS/MOP 4/08 ENGR	05/16/14	237902	8.82-
00001	G & K SERVICES	1035483101	00142264	13004969	UNIFORMS/MOP 4/15 ENGR	05/16/14	237902	8.82-
00001	G & K SERVICES	1035485252	00142264	13004970	UNIFORMS/MOP 4/22 ENGR	05/16/14	237902	8.82-
00001	G & K SERVICES	103548741	00142264	13004971	UNIFORMS/MOP 4/29 ENGR	05/16/14	237902	8.82-
00001	G & K SERVICES	1035478799	00142285	13004972	UNIFORMS 4/01 TRAFFIC	05/16/14	237902	14.72-
00001	G & K SERVICES	1035480952	00142285	13004973	UNIFORMS 4/08 TRAFFIC	05/16/14	237902	18.90-
00001	G & K SERVICES	1035483102	00142285	13004974	UNIFORMS 4/15 TRAFFIC	05/16/14	237902	26.00-
00001	G & K SERVICES	1035485253	00142285	13004975	UNIFORMS 4/22 TRAFFIC	05/16/14	237902	26.00-
00001	G & K SERVICES	1035487411	00142285	13004976	UNIFORMS 4/29 TRAFFIC	05/16/14	237902	29.03-
00001	G & K SERVICES	1035478800	00142285	13004977	UNIFORMS 4/01 CONSTR	05/16/14	237902	46.62-
00001	G & K SERVICES	1035480953	00142285	13004978	UNIFORMS 4/08 CONSTR	05/16/14	237902	46.62-
00001	G & K SERVICES	1035483103	00142285	13004979	UNIFORMS 4/15 CONSTR	05/16/14	237902	54.32-
00001	G & K SERVICES	1035485254	00142285	13004980	UNIFORMS 4/22 CONSTR	05/16/14	237902	48.02-
00001	G & K SERVICES	1035487412	00142285	13004981	UNIFORMS 4/29 CONSTR	05/16/14	237902	46.80-
00001	G & K SERVICES	1035478801	00142285	13004982	MATS 4/01 CONSTR	05/16/14	237902	6.40-
00001	G & K SERVICES	1035480954	00142285	13004983	MATS 4/08 CONSTR	05/16/14	237902	6.40-
00001	G & K SERVICES	1035483104	00142285	13004984	MATS 4/15 CONSTR	05/16/14	237902	6.40-
00001	G & K SERVICES	1035485255	00142285	13004985	MATS 4/22 CONSTR	05/16/14	237902	6.40-
00001	G & K SERVICES	1035487413	00142285	13004986	MATS 4/29 CONSTR	05/16/14	237902	6.40-
00001	G & K SERVICES	1035480947	00142285	13004987	UNIFORMS 4/08 CEMETERY	05/16/14	237902	56.34-
00001	G & K SERVICES	1035483097	00142285	13004988	UNIFORMS 4/15 CEM/FORESTRY	05/16/14	237902	56.34-
00001	G & K SERVICES	1035485249	00142285	13004989	UNIFORMS 4/22 CEM/FORESTRY	05/16/14	237902	56.34-
00001	G & K SERVICES	1035487407	00142285	13004990	UNIFORMS 4/29 CEM/FORESTRY	05/16/14	237902	62.64-
00001	G & K SERVICES	1035480948	00142285	13004991	MOP/MAT 4/08 CEM/FORESTRY	05/16/14	237902	22.40-
00001	G & K SERVICES	1035483098	00142285	13004992	MOP/MAT 4/15 CEM/FORESTRY	05/16/14	237902	22.40-
00001	G & K SERVICES	1035485250	00142285	13004993	MOP/MAT 4/22 CEM/FORESTRY	05/16/14	237902	22.40-
00001	G & K SERVICES	1035487408	00142285	13004994	MOP/MAT 4/29 CEM/FORESTRY	05/16/14	237902	22.40-
G & KSERVICES								

Sum								754.39-
00001	G & O SUPPLY, INC	G040414	00141521	13004955	DRAIN PIPE VARI LOC	05/16/14	237903	5,149.00-
G & OSUPPLY, INC								
Sum								5,149.00-
00001	GALL'S INC	001884236	00142047	13004910	PARADE BOOTS-TRAXLER-POLICE	05/16/14	237904	110.98-
00001	GALL'S INC	001891674	00142114	13004911	UNIFORM SHOES-FLEMING-POLICE	05/16/14	237904	59.00-
00001	GALL'S INC	001885006	00142084	13005145	HONOR GUARD SHOES/GLOVES	05/16/14	237904	361.64-
GALL'SINC								
Sum								531.62-
00001	GARNER LUMLEY ELECTRIC S	499693	00142302	13004933	ELEC SUPP-LIGHTS #1 FIRE STA	05/16/14	237906	59.08-
00001	GARNER LUMLEY ELECTRIC S	499602	00141730	13005081	ELEC SUPP-LIGHTS #4 FIRE STA	05/16/14	237906	792.40-
GARNERLUMLEY ELECTRIC S								
Sum								851.48-
00001	GILKEY ELECTRIC SUPPLY C	255684	00142057	13005254	ELEC SUPP-LIGHTS-PURCHASING	05/16/14	237908	90.16-
GILKEYELECTRIC SUPPLY C								
Sum								90.16-
00001	GILLILANDS ELECTRONICS S	57160	00142258	13004965	VOICE MAIL SERV CEMETERY	05/16/14	237909	81.80-
GILLILANDS ELECTRONICS S								
Sum								81.80-
00001	GLOBAL ELECTRIC & SAFETY	043804	00141761	13004891	RAINCOATS/BOOTS/GLASSES TRAFF	05/16/14	237910	323.89-
00001	GLOBAL ELECTRIC & SAFETY	043820	00141761	13004892	SAFETY VESTS TRAFFIC DEPT	05/16/14	237910	73.64-
GLOBALELECTRIC & SAFETY								
Sum								397.53-
00001	GOFF, KENDEJAH	TRAV ADVANCE	00142485	13005132	TRAV ADV-CRT CLK CONF GULFPT	05/16/14	237911	404.56-
GOFF,KENDEJAH								
Sum								404.56-
00001	GOURAS, JIMMY G, URBAN P	9702	00142429	13005049	SRVS MIDTOWN DIST TIF PREP	05/16/14	237914	15,000.00-
GOURAS, JIMMY G, URBAN P								
Sum								15,000.00-
00001	GULF COAST OFFICE PRODUC	1456192-0	00142236	13004845	OFFICE SUPP LAND CODE	05/16/14	237919	576.82-
00001	GULF COAST OFFICE PRODUC	1453088-0	00141673	13004895	OFFICE SUPP-SUTTON-PUB WORKS	05/16/14	237919	231.03-
00001	GULF COAST OFFICE PRODUC	1453841-0	00141826	13004954	OFFICE CHAIRS ENGR DEPT	05/16/14	237919	759.98-
GULF COAST OFFICE PRODUC								
Sum								1,567.83-
00001	H'BURG AMERICAN ACCT #1	H12998 45498	00142569	13005248	PROOFS PUBLICATION MUN CLERK	05/16/14	237920	1,057.02-
H'BURGAMERICAN ACCT #1								
Sum								1,057.02-
00001	H'BURG CLINIC PA (PRISON	1028000274 2	00142528	13005194	SERVICES CITY PRISONERS	05/16/14	237921	532.00-

H'BURGCLINIC PA (PRISON								
Sum								532.00-
00001	H'BURG COCA COLA BOTTLIN	56M01012036	00141996	13004963	POWERAID CEMETERY CREWS	05/16/14	237922	297.00-
H'BURGCOCA COLA BOTTLIN								
Sum								297.00-
00001	H'BURG HYDRAULICS INC	55262	00142109	13005037	REPR PTS U#15892 SANIT	05/16/14	237924	284.06-
00001	H'BURG HYDRAULICS INC	55263	00142109	13005038	REPR PTS U#15892 SANIT	05/16/14	237924	11.70-
H'BURGHYDRAULICS INC								
Sum								295.76-
00001	HALLS WELDING SERVICE	28803	00141948	13005244	REPRS U#14402 SANIT	05/16/14	237926	4,060.00-
00001	HALLS WELDING SERVICE	28820	00141948	13005245	REPRS U#14403 SANIT	05/16/14	237926	4,060.00-
HALLSWELDING SERVICE								
Sum								8,120.00-
00001	HATTIESBURG PUBLIC SCHOO	DAMAGE DEP R	02014502	13005251	DAMAGE DEPOSIT REFUND	05/16/14	237928	300.00-
HATTIESBURG PUBLIC SCHOO								
Sum								300.00-
00001	HEALTHWORKS LLC	2025000123 4	00142281	13004822	PRE-EMP EXAM-KELLY	05/16/14	237930	184.00-
HEALTHWORKS LLC								
Sum								184.00-
00001	HICKS, INES F (#75935)	TRAV ADVANCE	00142478	13005133	TRAV ADV-CRT CLK CONF GULFPT	05/16/14	237932	404.56-
HICKS,INES F (#75935)								
Sum								404.56-
00001	HILL, COLTON	TRAV ADVANCE	00142427	13005054	TRAV ADV-TRAFF SIGNAL CLASSES	05/16/14	237933	748.00-
HILL,COLTON								
Sum								748.00-
00001	HISTORIC HBURG DOWNTON A	DAMAGE DEP R	02014502	13005252	DAMAGE DEPOSIT REFUND	05/16/14	237934	75.00-
HISTORIC HBURG DOWNTON A								
Sum								75.00-
00001	HOLIDAY INN HATTIESBURG	PRIVILEGE TA	02014486	13005012	PRIVILEGE TAX REFUND	05/16/14	237935	20.00-
HOLIDAY INN HATTIESBURG								
Sum								20.00-
00001	HOOKER, LATONYA	TRAVEL REIMB	00142585	13005237	EXPNS CALEA CONF CALIFORNIA	05/16/14	237938	257.64-
HOOKER, LATONYA								
Sum								257.64-
00001	HUBERTS TRIM SHOP	570274	00142259	13004861	RECOVER TRACTOR SEAT U#8629	05/16/14	237940	180.00-
HUBERTS TRIM SHOP								

Sum								180.00-
00001	INDOFF INC	2449079	00142163	13004931	OFFICE SUPP/EQUIP P/F ACADEMY	05/16/14	237941	1,189.20-
00001	INDOFF INC	2450389	00142218	13005079	JANIT SUPP FIRE DEPT	05/16/14	237941	442.73-
00001	INDOFF INC	2451296	00142274	13005093	OFFICE SUPP CEMETERY	05/16/14	237941	178.44-
00001	INDOFF INC	2451869	00142306	13005143	OFFICE SUPP FED GRANTS ADM	05/16/14	237941	58.55-
INDOFFINC								
Sum								1,868.92-
00001	INGRAM EQUIPMENT CO LLC	S10178-IN	00142256	13004868	REPR GARBAGE TRUCK ARM 17720	05/16/14	237942	460.00-
00001	INGRAM EQUIPMENT CO LLC	S10179-IN	00142256	13004869	REPR GARBAGE TRUCK ARM	05/16/14	237942	460.00-
00001	INGRAM EQUIPMENT CO LLC	S10177-IN	00142256	13004870	REPR GARBAGE TRUCK PACKER	05/16/14	237942	910.00-
INGRAMEQUIPMENT CO LLC								
Sum								1,830.00-
00001	INTERFACE SECURITY SYSTE	17411105	00142263	13004876	SECURITY 5/14 HILND CEM OFFC	05/16/14	237943	33.02-
00001	INTERFACE SECURITY SYSTE	17426366	00142263	13004877	SECURITY 5/14 SOUTH HILL CEM	05/16/14	237943	29.95-
INTERFACE SECURITY SYSTE								
Sum								62.97-
00001	INTL ASSN OF CHIEFS OF P	1001111675 B	00142198	13004834	REG-BOLTON-CONF 5/19-22/14	05/16/14	237944	500.00-
INTL ASSN OF CHIEFS OF P								
Sum								500.00-
00001	INTL CONFERENCE OF POLIC	REG-CHERRY 7	00142171	13004833	REG-CHERRY-CONF S CAROLINA	05/16/14	237945	325.00-
INTL CONFERENCE OF POLIC								
Sum								325.00-
00001	INTL MUNICIPAL SIGNAL AS	2014 DUES-SH	00142242	13004852	2014 MBRSHP DUES-SHOEMAKE	05/16/14	237946	70.00-
00001	INTL MUNICIPAL SIGNAL AS	2014 DUES-HI	00142242	13004853	2014 MBRSHP DUES-HILL	05/16/14	237946	70.00-
INTL MUNICIPAL SIGNAL AS								
Sum								140.00-
00001	INTL MUNICIPAL SIGNAL AS	REG-SHOEMAKE	00142436	13005085	REG-SHOEMAKE-TRAFF SIGNAL CLS	05/16/14	237947	1,200.00-
00001	INTL MUNICIPAL SIGNAL AS	REG-HILL 6/3	00142436	13005086	REG-HILL-TRAFFIC SIGNAL CLS	05/16/14	237947	1,100.00-
INTL MUNICIPAL SIGNAL AS								
Sum								2,300.00-
00001	IRBY, STUART C CO	S008258570.0	00141949	13004840	BLDG MATLS #7 FIRE STA	05/16/14	237948	228.34-
00001	IRBY, STUART C CO	S008259742.0	00141949	13004841	BLDG MATLS #7 FIRE STA	05/16/14	237948	61.60-
00001	IRBY, STUART C CO	S008249915.0	00142176	13004932	ELEC SUPP-LIGHTS-P/F ACADEMY	05/16/14	237948	41.36-
IRBY,STUART C CO								
Sum								331.30-
00001	JET CONSTRUCTION	1843	00142137	13005094	TOPSOIL HIGHLAND CEMETERY	05/16/14	237950	2,925.00-
JET CONSTRUCTION								
Sum								2,925.00-
00001	JONES, OPHELIA	TRAV ADVANCE	00142479	13005134	TRAV ADV-CRT CLK CONF GULFPT	05/16/14	237951	404.56-

JONES,OPHELIA								
Sum								404.56-
00001	KENTWOOD SPRINGWATER	958126	00142381	13005023	DRINKING WATER POLICE DEPT	05/16/14	237956	205.05-
00001	KENTWOOD SPRINGWATER	153058	00142453	13005152	DRINKING WATER POLICE DEPT	05/16/14	237956	221.95-
00001	KENTWOOD SPRINGWATER	958126(B)	00142453	13005153	WATER BOTTLE DEPOSITS	05/16/14	237956	24.00-
KENTWOOD SPRINGWATER								
Sum								451.00-
00001	KRONOS INCORPORATED	10844065	00132169	13005064	TIME/ATTENDANCE SOFTWARE	05/16/14	237962	2,100.00-
KRONOSINCORPORATED								
Sum								2,100.00-
00001	LAMAR CTY SHERIFF	JAIL 2/14	00142527	13005201	JAIL EXPENSE 2/14	05/16/14	237965	740.00-
00001	LAMAR CTY SHERIFF	JAIL 3/14	00142527	13005202	JAIL EXPENSE 3/14	05/16/14	237965	580.00-
00001	LAMAR CTY SHERIFF	JAIL 4/14	00142527	13005203	JAIL EXPENSE 4/14	05/16/14	237965	940.00-
LAMARCTY SHERIFF								
Sum								2,260.00-
00001	LANCASTER'S MACHINE & WE	21731	00142232	13004881	REPAIR MOWER U#16558 CEMETERY	05/16/14	237966	270.00-
LANCASTER'S MACHINE & WE								
Sum								270.00-
00001	LAUREL MACHINE & FOUNDRY	469025	00141880	13005003	SHEET METAL/HOT ROLL-SHOP	05/16/14	237967	957.20-
00001	LAUREL MACHINE & FOUNDRY	469286	00141880	13005004	SHEET METAL-SHOP	05/16/14	237967	528.50-
00001	LAUREL MACHINE & FOUNDRY	469648	00141880	13005005	HOT ROLL FLOOR PLATE-SHOP	05/16/14	237967	925.62-
LAURELMACHINE & FOUNDRY								
Sum								2,411.32-
00001	LEE, BRANDON	TRAVEL REIMB	00142414	13005053	EXPNS SMOKE DIVER COURSE	05/16/14	237968	36.37-
LEE, BRANDON								
Sum								36.37-
00001	LOWE'S OF HATTIESBURG IN	924302	00141065	13004839	HOSE TESTING TOOLS FIRE DEPT	05/16/14	237972	137.40-
00001	LOWE'S OF HATTIESBURG IN	973738	00141248	13004844	WASHER #5 FIRE STA	05/16/14	237972	409.54-
00001	LOWE'S OF HATTIESBURG IN	935146	00141804	13004854	WATER COOLERS PUBLIC WORKS	05/16/14	237972	151.96-
00001	LOWE'S OF HATTIESBURG IN	953991	00141443	13004863	SCREENS FOR PUBLIC WORKS	05/16/14	237972	60.02-
00001	LOWE'S OF HATTIESBURG IN	953011	00141476	13004864	SAW BLADES CONST DEPT	05/16/14	237972	284.88-
00001	LOWE'S OF HATTIESBURG IN	924737	00141766	13004865	HAND SCRAPERS CONSTR DEPT	05/16/14	237972	75.92-
LOWE'SOF HATTIESBURG IN								
Sum								1,119.72-
00001	M B C - L E O	REG-DUPREE 6	00142452	13005044	REG-DUPREE-CONF BILOXI	05/16/14	237973	175.00-
00001	M B C - L E O	REG-ARNOLD 6	00142452	13005045	REG-ARNOLD-CONF BILOXI	05/16/14	237974	175.00-
00001	M B C - L E O	REG-WHITE 6/	00142452	13005046	REG-WHITE-CONF BILOXI	05/16/14	237975	175.00-
00001	M B C - L E O	REG-NAYLOR 6	00142496	13005128	REG-NAYLOR-CONF BILOXI	05/16/14	237976	175.00-
M B C- L E O								

Sum								700.00-
00001	M M C MATERIALS INC	315702	00142083	13005035	CONCRETE 4TH ST MED CLINIC	05/16/14	237977	92.50-
M M CMATERIALS INC								
Sum								92.50-
00001	MAULDIN COMPANY	28557	00142334	13005165	FILTER-MOWER U#15514 STREET	05/16/14	237979	88.32-
MAULDIN COMPANY								
Sum								88.32-
00001	MAY & COMPANY	81349	00140752	13005027	EQUIP REPR HOMELAND SECURITY	05/16/14	237980	1,672.52-
MAY &COMPANY								
Sum								1,672.52-
00001	MCCAIN UNIFORMS	284088-1	00141575	13004887	UNIFORM DRESS TROUSERS	05/16/14	237981	73.50-
00001	MCCAIN UNIFORMS	284082-1	00141737	13004888	INSPECTOR UNIFORM TIES	05/16/14	237981	27.50-
00001	MCCAIN UNIFORMS	282392-1	00141438	13005050	UNIFORM TROUSERS POL RECRUITS	05/16/14	237981	325.00-
00001	MCCAIN UNIFORMS	282496-1	00141438	13005051	UNIFORM BOOTS POLICE RECRUITS	05/16/14	237981	1,248.00-
00001	MCCAIN UNIFORMS	283334-1	00141438	13005052	UNIFORM TROUSERS POL RECRUITS	05/16/14	237981	2,080.00-
MCCAINUNIFORMS								
Sum								3,754.00-
00001	MCCRORY, DONALD P	SALARY 4/14	00142534	13005238	SALARY 4/14 HOMELAND SEC TRNR	05/16/14	237982	4,676.00-
00001	MCCRORY, DONALD P	4/14 TRAVEL	00142534	13005239	TRAVEL EXPNS 4/14	05/16/14	237982	1,672.92-
00001	MCCRORY, DONALD P	TELEPHONE 4/	00142534	13005240	TELEPHONE EXPENSE 4/14	05/16/14	237982	45.67-
MCCRORY, DONALD P								
Sum								6,394.59-
00001	MCELHANEY PLUMBING INC	218878	00141482	13004875	PLUMB SUPP AIRPORT MAINT	05/16/14	237983	80.78-
00001	MCELHANEY PLUMBING INC	219049	00142150	13004896	PLUMB SUPP-WASH RACK-P/WORKS	05/16/14	237983	57.90-
00001	MCELHANEY PLUMBING INC	219719	00141767	13004897	PLUMB TOOLS CONSTR DEPT	05/16/14	237983	60.85-
00001	MCELHANEY PLUMBING INC	218789	00141354	13004901	HARDWARE SUPP 4/14 POLICE DEPT	05/16/14	237983	91.34-
00001	MCELHANEY PLUMBING INC	218945	00141701	13005006	DOLLY U#15480 CONSTR DEPT	05/16/14	237983	49.95-
MCELHANEY PLUMBING INC								
Sum								340.82-
00001	MCMULLAN EQUIPMENT CO	154018P	00142396	13005083	REPR PTS U#14147 FIRE DEPT	05/16/14	237984	271.50-
MCMULLAN EQUIPMENT CO								
Sum								271.50-
00001	METRO CRIMESTOPPERS INC	CITY COURT C	02014477	13004795	CITY COURT COSTS 4/14	05/05/14	18780	1,797.19-
METROCRIMESTOPPERS INC								
Sum								1,797.19-
00001	MID SOUTH UNIFORM & SUPP	513842	00141645	13004813	UNIFORM BOOTS-BUCKHALTER	05/16/14	237988	90.00-
00001	MID SOUTH UNIFORM & SUPP	514055	00141278	13004912	BDU-CRABTREE-POLICE	05/16/14	237988	53.07-
00001	MID SOUTH UNIFORM & SUPP	514025	00141435	13004913	VARI SHIRTS ACDMY RECRUIT CLS	05/16/14	237988	820.00-
00001	MID SOUTH UNIFORM & SUPP	514083	00141844	13004914	NAMEPLATES-SPEIGHTS/DAVIS	05/16/14	237988	56.14-
00001	MID SOUTH UNIFORM & SUPP	514026	00141909	13004915	T SHIRTS POLICE STOCK	05/16/14	237988	90.00-

00001	MID SOUTH UNIFORM & SUPP	514218	00141445	13004919	RPLCMNT BODY ARMOR POLICE	05/16/14	237988	6,887.00-
00001	MID SOUTH UNIFORM & SUPP	513224	00140248	13004995	PATROLMAN SHIRTS/HAT BADGES	05/16/14	237988	3,377.70-
00001	MID SOUTH UNIFORM & SUPP	513736	00141451	13005146	L/S SHIRTS-HPD RECRUIT CLASS	05/16/14	237988	1,488.00-
00001	MID SOUTH UNIFORM & SUPP	514117	00141483	13005147	NAMEPLATES HPD RECRUITS	05/16/14	237988	449.12-
00001	MID SOUTH UNIFORM & SUPP	514525	00141452	13005149	BODY ARMOR HPD RECRUIT CLASS	05/16/14	237988	12,930.00-
MID SOUTH UNIFORM & SUPP								
Sum								26,241.03-
00001	MIKE'S TIRE & WHEEL CO	2173842	00142026	13004858	TIRE TUBES U#15515 STREET	05/16/14	237989	38.50-
MIKE'STIRE & WHEEL CO								
Sum								38.50-
00001	MISSISSIPPI AG COMPANY,	P63271	00142025	13004859	SEAT ASSEMBLY-TRACTOR 6248	05/16/14	237991	122.82-
MISSISSIPPI AG COMPANY,								
Sum								122.82-
00001	MISSISSIPPI LTAP CENTER	REG-SHOEMAKE	00142486	13005160	REG-SHOEMAKE-SUPERVISOR TRNG	05/16/14	237992	35.00-
00001	MISSISSIPPI LTAP CENTER	REG-SUTTON 6	00142486	13005161	REG-SUTTON-SUPERVISOR TRNG	05/16/14	237992	35.00-
00001	MISSISSIPPI LTAP CENTER	REG-GILMORE	00142486	13005162	REG-GILMORE-SUPERVISOR TRNG	05/16/14	237992	35.00-
00001	MISSISSIPPI LTAP CENTER	REG-PARKS 6/	00142486	13005163	REG-PARKS-SUPERVISOR TRNG	05/16/14	237992	35.00-
00001	MISSISSIPPI LTAP CENTER	REG-BRUTEN 6	00142486	13005164	REG-BRUTEN-SUPERVISOR TRNG	05/16/14	237992	35.00-
MISSISSIPPI LTAP CENTER								
Sum								175.00-
00001	MOFFETT, STEPHANIE	PETTY CASH 4	00142437	13005056	PETTY CASH PUBLIC WORKS	05/16/14	237994	261.68-
MOFFETT, STEPHANIE								
Sum								261.68-
00001	MOLLY MAID	SERVICES 5/1	00142283	13004878	SERVS 5/14 GRNDS MAINT OFFICE	05/16/14	237995	245.00-
MOLLYMAID								
Sum								245.00-
00001	MORPHOTRUST USA	80554	00142014	13004829	FINGERPRINT MACHINE MAINT	05/16/14	237996	6,433.00-
MORPHOTRUST USA								
Sum								6,433.00-
00001	MOTOROLA CUSTOMER CONNEC	13006720	00141724	13004884	RPLCMNT RADIOS RISK MGMT	05/16/14	237998	400.00-
00001	MOTOROLA CUSTOMER CONNEC	13008185	00141853	13005074	RADIO EQUIPMENT ANIMAL CNTRL	05/16/14	237998	1,100.00-
MOTOROLA CUSTOMER CONNEC								
Sum								1,500.00-
00001	MOTOROLA INC (EPL RADIOS	13006931	00141560	13004898	NEW RADIOS/BATT CHARGERS	05/16/14	237999	41,131.91-
MOTOROLA INC (EPL RADIOS								
Sum								41,131.91-
00001	MS ASSN GOVT PURCH/PROP	139887266961	00142205	13004809	MBRSHP DUES SANDY PERKINS	05/16/14	238001	35.00-
MS ASSN GOVT PURCH/PROP								

Sum								35.00-
00001	MS ASSN OF CHIEFS OF POL	REG-BOLTON 6	00142255	13004835	REG-BOLTON BILOXI CONF	05/16/14	238002	325.00-
MS ASSN OF CHIEFS OF POL								
Sum								325.00-
00001	MS COURT ADMINISTRATORS	2012-2014 DU	00142293	13004906	PAST DUE/YEARLY DUES-CLERKS	05/16/14	238003	150.00-
MS COURT ADMINISTRATORS								
Sum								150.00-
00001	MS DEPT OF INFORMATION T	IN 601 COH19	02014483	13005013	LONG DIST SERV 4/14 VARI DEPTS	05/16/14	238004	14,860.41-
MS DEPT OF INFORMATION T								
Sum								14,860.41-
00001	MS EMBROIDERY COMPANY	10236	00142304	13005095	EMBROIDER PK OFFICER SHIRTS	05/16/14	238005	100.00-
MS EMBROIDERY COMPANY								
Sum								100.00-
00001	MS FIRE & SAFETY OF HBUR	39982	00142227	13004996	EXTINGUISHERS FIRE DEPT	05/16/14	238006	1,390.00-
MS FIRE & SAFETY OF HBUR								
Sum								1,390.00-
00001	MS MUNICIPAL CLERKS & CO	APPL FEE-KER	00142564	13005230	APPLICATION FEE-KERSH-COURT	05/16/14	238007	150.00-
MS MUNICIPAL CLERKS & CO								
Sum								150.00-
00001	MS MUNICIPAL COURT CLERK	REG-GOFF 6/2	00142477	13005135	REG-GOFF-CONF GULFPORT	05/16/14	238008	50.00-
00001	MS MUNICIPAL COURT CLERK	REG-HICKS 6/	00142477	13005136	REG-HICKS-CONF GULFPORT	05/16/14	238008	50.00-
00001	MS MUNICIPAL COURT CLERK	REG-JONES 6/	00142477	13005137	REG-JONES-CONF GULFPORT	05/16/14	238008	50.00-
MS MUNICIPAL COURT CLERK								
Sum								150.00-
00001	MS MUNICIPAL LEAGUE	REG-BERNARDO	00142494	13005124	REG-BERNARDO-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-BRADLEY	00142493	13005125	REG-BRADLEY-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-CARROLL	00142492	13005126	REG-CARROLL-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-DRYDEN 6	00142491	13005127	REG-DRYDEN-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-NAYLOR 6	00142495	13005129	REG-NAYLOR-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-DUPREE 6	00142548	13005138	REG-DUPREE CONF BILOXI	05/16/14	238010	30.00-
00001	MS MUNICIPAL LEAGUE	REG-EVANS 6/	00142584	13005214	REG-EVANS-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-BRANTLEY	00142584	13005215	REG-BRANTLEY-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-ARNOLD 6	00142583	13005216	REG-ARNOLD-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-DUPREE 6	00142582	13005224	REG-DUPREE-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-EVERETT	00142582	13005225	REG-EVERETT-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-HUGHES 6	00142582	13005226	REG-HUGHES-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-BOLTON 6	00142582	13005227	REG-BOLTON-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-WHITE 6/	00142581	13005231	REG-WHITE-CONF BILOXI	05/16/14	238010	235.00-
00001	MS MUNICIPAL LEAGUE	REG-BARNES 6	00142580	13005243	REG-BARNES-CONF BILOXI	05/16/14	238010	235.00-
MS MUNICIPAL LEAGUE								

Sum								3,320.00-
00001	MS MUNICIPAL WORKERS' CO	5446	00142315	13004905	ADDL PREMIUM AFTER AUDIT	05/16/14	238011	10,122.00-
MS MUNICIPAL WORKERS' CO								
Sum								10,122.00-
00001	MS POLICE SUPPLY CO INC	13168	00142249	13005150	DUTY GEAR LATERAL OFFICERS	05/16/14	238012	620.00-
MS POLICE SUPPLY CO INC								
Sum								620.00-
00001	MS POWER COMPANY	5/14 GENERAL	00201415	13005209	MNTHLY ELEC-GENERAL	05/16/14	238013	6,088.00-
MS POWER COMPANY								
Sum								6,088.00-
00001	MS STATE DEVELOPMENT AUT	GRANT #R-103	02014496	13005097	HCL LEVERAGE LENDER LLC	05/13/14	18796	10,117.67-
MS STATE DEVELOPMENT AUT								
Sum								10,117.67-
00001	MS STATE TAX COMMISSION/	142257	00142257	13004792	REPLACEMENT TITLE-HPD VEHICLE	05/01/14	18775	4.00-
MS STATE TAX COMMISSION/								
Sum								4.00-
00001	MS STATE/EMP SECURITY CO	9200131000 G	00142563	13005211	UNEMP BENEFITS 1ST QTR 2014	05/16/14	238014	4,586.79-
MS STATE/EMP SECURITY CO								
Sum								4,586.79-
00001	MS STATE/TREASURER/FEMA	4/29/14	00142172	13004787	PYBCK FEMA/KATRINA PWs	05/01/14	18766	476,090.61-
MS STATE/TREASURER/FEMA								
Sum								476,090.61-
00001	MS STATE/TREASURER/FINAN		02014478	13004800		05/05/14	18785	95,062.84-
MS STATE/TREASURER/FINAN								
Sum								95,062.84-
00001	MYERS UNDERGROUND UTILIT	#2	00134500	13005066	4TH ST DRNGE IMPS W OF MAIN ST	05/16/14	238016	28,787.40-
MYERSUNDERGROUND UTILIT								
Sum								28,787.40-
00001	NAPA AUTO PARTS	506689	00142193	13004936	REPR PTS U#14699 FIRE DEPT	05/16/14	238017	168.63-
00001	NAPA AUTO PARTS	506787	00142238	13005157	FIRE MECHANIC SHOP SUPPLIES	05/16/14	238017	65.26-
00001	NAPA AUTO PARTS	507394	00142514	13005159	TRUCK MAINT SUPP FIRE DEPT	05/16/14	238017	191.85-
NAPA AUTO PARTS								
Sum								425.74-
00001	NAYLOR, HENRY	TRAV ADVANCE	00142497	13005130	TRAV ADV MBC-LEO/MML CONF	05/16/14	238018	800.00-
NAYLOR, HENRY								
Sum								800.00-
00001	NEWELL PAPER COMPANY	812509	00141770	13004962	JANIT SUPP PUBLIC WORKS DEPT	05/16/14	238020	121.66-

00001	NEWELL PAPER COMPANY	813299	00142367	13005084	JANIT SUPP TRAFFIC/CONSTR	05/16/14	238020	293.15-
00001	NEWELL PAPER COMPANY	813330	00142320	13005246	JANIT SUPP ANIMAL CONTROL	05/16/14	238020	77.04-
00001	NEWELL PAPER COMPANY	813494	00142320	13005247	JANIT SUPP ANIMAL CONTROL	05/16/14	238020	110.16-
00001	NEWELL PAPER COMPANY	813627	00142462	13005257	JANIT SUPP POLICE DEPT	05/16/14	238020	1,056.45-
NEWELLPAPER COMPANY								
Sum								1,658.46-
00001	NICHOLS, DAVE	2152 #2	00142149	13004802	CERT TRNG CRSE 4/19-GRANT	05/16/14	238021	250.00-
NICHOLS, DAVE								
Sum								250.00-
00001	NORTHERN TOOL & EQUIP CO	30557517	00142224	13005042	PRESSURE WASHER PUMP-CEMETERY	05/16/14	238023	422.69-
NORTHERN TOOL & EQUIP CO								
Sum								422.69-
00001	OFFICE DEPOT INC	1677148336	00142029	13004804	COMPUTER SUPP MPO DEPT	05/16/14	238024	659.63-
00001	OFFICE DEPOT INC	1678710443	00142230	13005098	OFFICE SUPP INFO TECH	05/16/14	238024	993.91-
00001	OFFICE DEPOT INC	711282032001	00142231	13005168	OFFICE CHAIR GO&FS	05/16/14	238024	90.00-
00001	OFFICE DEPOT INC	711281696001	00142044	13005170	HANGING WALL FILES SANIT OFFC	05/16/14	238024	103.78-
00001	OFFICE DEPOT INC	1676557247	00141939	13005249	OFFICE SUPP PUBLIC WORKS	05/16/14	238024	339.86-
OFFICEDEPOT INC								
Sum								2,187.18-
00001	OTTO ENVIRONMENTAL SYS N	OTTO 5324594	00141890	13004867	RPLCMNT GARBAGE CAN WHEELS	05/16/14	238025	2,950.00-
OTTO ENVIRONMENTAL SYS N								
Sum								2,950.00-
00001	OWENS BUSINESS MACHINES	268546	00142237	13004924	UPGRADE COPIER POLICE ADM	05/16/14	238026	640.00-
00001	OWENS BUSINESS MACHINES	268542	00142237	13004925	UPGRADE COPIER POLICE ADM	05/16/14	238026	89.00-
OWENSBUSINESS MACHINES								
Sum								729.00-
00001	PARTIDA, ASHLEY	PO#141967 4/	00141967	13005255	COLLECT ACCT PROCEDURE TRNG	05/16/14	238029	30.00-
00001	PARTIDA, ASHLEY	PO#142134 4/	00142134	13005256	ADDL AMT DUE PO#141967	05/16/14	238029	120.00-
PARTIDA, ASHLEY								
Sum								150.00-
00001	PEARL RIVER VALLEY EPA (	102100005 5/	00201415	13005205	MNTHLY 5/14 PUBLIC SERVICES	05/16/14	238032	599.40-
00001	PEARL RIVER VALLEY EPA (	46099001 5/0	00201415	13005206	MNTHLY 5/14 PUBLIC SERVICES	05/16/14	238032	35.17-
00001	PEARL RIVER VALLEY EPA (	5/14 GENERAL	00201415	13005207	MNTHLY 5/14 PUBLIC SERVICES	05/16/14	238032	4,969.74-
PEARLRIVER VALLEY EPA (								
Sum								5,604.31-
00001	PENNEY, J C COMMERCIAL	P911900G200Y	00141979	13005072	CLOTH ALLOW-MCLAURIN-POLICE	05/16/14	238033	197.95-
PENNEY, J C COMMERCIAL								
Sum								197.95-
00001	PETAL MUFFLER & GLASS	1472	00141643	13004851	REPR PTS U#9781 TRAFFIC	05/16/14	238034	115.99-

PETALMUFFLER & GLASS								
Sum								115.99-
00001	PHILLIPS CAR CARE CENTER	29794	00142271	13005031	A/C REPR U#14697 LAND CODE	05/16/14	238036	682.18-
PHILLIPS CAR CARE CENTER								
Sum								682.18-
00001	PIN CENTER, THE	0414090	00140926	13004801	H/BURG SEAL PINS M/ADM	05/16/14	238038	990.00-
PIN CENTER, THE								
Sum								990.00-
00001	PINE BELT OIL COMPANY IN	1016933	00142167	13004904	WEEKLY GAS/DIESEL PUB WORKS	05/16/14	238040	25,197.69-
00001	PINE BELT OIL COMPANY IN	784148	00142335	13005002	GAS CARDS PUBLIC WORKS	05/16/14	238040	477.24-
00001	PINE BELT OIL COMPANY IN	1012555	00141845	13005067	WEEKLY GASOLINE PUBLIC WORKS	05/16/14	238040	18,842.68-
00001	PINE BELT OIL COMPANY IN	1013135	00142312	13005068	WEEKLY GAS/DIESEL PUB WORKS	05/16/14	238040	24,611.59-
00001	PINE BELT OIL COMPANY IN	1012552	00141933	13005131	WEEKLY GAS/DIESEL PUB WORKS	05/16/14	238040	20,494.87-
00001	PINE BELT OIL COMPANY IN	POLICE 4/1-4	00142572	13005235	REMOTE FUEL SITE CHGS POLICE	05/16/14	238040	4,243.31-
00001	PINE BELT OIL COMPANY IN	FIRE 4/1-4/3	00142572	13005236	REMOTE FUEL SITE CHGS FIRE	05/16/14	238040	1,535.96-
00001	PINE BELT OIL COMPANY IN	5410309	00142593	13005241	FUEL CHG U#14517 FIRE DEPT	05/16/14	238040	40.00-
00001	PINE BELT OIL COMPANY IN	5410314	00142593	13005242	FUEL CHG U#14517 FIRE DEPT	05/16/14	238040	40.57-
PINE BELT OIL COMPANY IN								
Sum								95,483.91-
00001	PINE BELT REGIONAL SOLID	100006 4/14	00142457	13005057	REFUSE DISPOSAL 4/14 SANIT	05/16/14	238041	39,732.81-
PINE BELT REGIONAL SOLID								
Sum								39,732.81-
00001	PITTMAN AUTO TRIM	613337	00141973	13004879	REPAIR TRAFFIC SAFETY SIGNS	05/16/14	238042	40.00-
PITTMAN AUTO TRIM								
Sum								40.00-
00001	PRO TRAVEL INC	DL/H2UHYE CH	00142212	13004825	AIR FARE-CHERRY-CHAPLAIN CONF	05/16/14	238048	536.00-
PRO TRAVEL INC								
Sum								536.00-
00001	REGIONS CARDHOLDER SERVI	7079 4/30/14	00142577	13005218	EXPNS COLEMAN 4/13-17 COURT	05/16/14	238051	749.00-
00001	REGIONS CARDHOLDER SERVI	7079 4/30/14	00142577	13005219	DROPBOX UPGRADE	05/16/14	238051	99.00-
00001	REGIONS CARDHOLDER SERVI	7079 4/30/14	00142577	13005220	MITCHELL/QUINN ONLINE COURSES	05/16/14	238051	419.00-
00001	REGIONS CARDHOLDER SERVI	7079 4/30/14	00142577	13005221	STEVE MITCHELL-EXAM	05/16/14	238051	357.00-
00001	REGIONS CARDHOLDER SERVI	7079 4/30/14	00142577	13005222	CERTIF CLS JORDAN/MITCHELL	05/16/14	238051	349.00-
00001	REGIONS CARDHOLDER SERVI	7079 4/30/14	00142577	13005223	LATE FEE	05/16/14	238051	16.05-
REGIONS CARDHOLDER SERVI								
Sum								1,989.05-
00001	RJ YOUNG COMPANY	INV335972	00142199	13004831	COPIER 3/28-4/27 DETECTIVES	05/16/14	238052	518.00-
00001	RJ YOUNG COMPANY	INV333558	00142217	13004836	COPIER 3/26-4/25 P/F ACADEMY	05/16/14	238052	322.59-
00001	RJ YOUNG COMPANY	INV336061	00142162	13004862	COPIER 3/28-4/17/14 ENGR DEPT	05/16/14	238052	338.47-
00001	RJ YOUNG COMPANY	INV335973	00142359	13004997	COPIER 3/28-4/27 FIRE DEPT	05/16/14	238052	196.00-

00001	RJ YOUNG COMPANY	INV335973(B)	00142361	13004998	ADDL AMT DUE PO#142359	05/16/14	238052	4.41-
00001	RJ YOUNG COMPANY	INV335971	00142369	13005018	COPIER 3/28-4/27 PLANNING	05/16/14	238052	390.00-
RJ YOUNG COMPANY								
Sum								1,769.47-
00001	RODCO, LLC	10244	00142262	13004847	PLANS REVIEW PERKINS/BENGE	05/16/14	238053	500.00-
00001	RODCO, LLC	10204	00142262	13004848	PLANS REVIEW HUNT CLUB	05/16/14	238053	1,612.25-
00001	RODCO, LLC	10214	00142262	13004849	PLANS REVIEW CHILDRENS CLINIC	05/16/14	238053	877.80-
RODCO,LLC								
Sum								2,990.05-
00001	RYAN MOTORS INC	200385	00142180	13004820	REPR PTS U#16756 POLICE	05/16/14	238055	149.64-
00001	RYAN MOTORS INC	200386	00142180	13004821	REPR PTS U#16756 POLICE	05/16/14	238055	100.44-
RYAN MOTORS INC								
Sum								250.08-
00001	SACKS OUTDOOR SUPPLY	17938	00137588	13004916	CLOTH ALLOW-BYRD-POLICE	05/16/14	238056	197.87-
00001	SACKS OUTDOOR SUPPLY	17881	00138380	13004917	CLOTH ALLOW-PROULX-POLICE	05/16/14	238056	89.98-
00001	SACKS OUTDOOR SUPPLY	18199	00138412	13004918	CLOTH ALLOW-MCLAURIN-POLICE	05/16/14	238056	79.00-
00001	SACKS OUTDOOR SUPPLY	18186	00142289	13005020	CLOTH ALLOW-FAIRLEY-POLICE	05/16/14	238056	89.98-
00001	SACKS OUTDOOR SUPPLY	18198	00142322	13005021	CLOTH ALLOW-ROBINSON-POLICE	05/16/14	238056	496.95-
00001	SACKS OUTDOOR SUPPLY	18187	00142328	13005022	CLOTH ALLOW-DUNAWAY-POLICE	05/16/14	238056	89.98-
00001	SACKS OUTDOOR SUPPLY	18197	00142009	13005073	CLOTH ALLOW WEAVER-HARRIS	05/16/14	238056	74.97-
00001	SACKS OUTDOOR SUPPLY	18182	00142234	13005148	HONOR GUARD SHOES BUCKHALTER	05/16/14	238056	79.97-
SACKSOUTDOOR SUPPLY								
Sum								1,198.70-
00001	SCOTT, CLYDE C INSURANCE	10644	00142168	13004828	MOTORCYCLE INS 5/14-5/15	05/16/14	238060	14,767.00-
SCOTT,CLYDE C INSURANCE								
Sum								14,767.00-
00001	SHERWIN-WILLIAMS COMPANY	3834-8	00141706	13005080	EVIDENCE PRESERVATION SUPP	05/16/14	238062	89.19-
SHERWIN-WILLIAMS COMPANY								
Sum								89.19-
00001	SHOEMAKE, SHANNON	PETTY CASH 4	00142178	13004850	PETTY CASH TRAFFIC/CONSTR	05/16/14	238063	374.07-
00001	SHOEMAKE, SHANNON	TRAV ADVANCE	00142435	13005055	TRAV ADV-TRAFF SIGNAL CLASSES	05/16/14	238064	748.00-
SHOEMAKE, SHANNON								
Sum								1,122.07-
00001	SHOWS DEARMAN & WAITS IN	17999	00142507	13005167	GENERAL CONSULT SRVS MCNEASE	05/16/14	238067	21,110.00-
00001	SHOWS DEARMAN & WAITS IN	18012	00142501	13005169	SRVS 3/23-4/26 IRENE CHAPEL	05/16/14	238067	300.00-
SHOWSDEARMAN & WAITS IN								
Sum								21,410.00-
00001	SIDESHOW MEDIA (REFUNDS)	PRIVILEGE TA	02014486	13005016	PRIVILEGE TAX REFUND	05/16/14	238068	20.00-
SIDESHOW MEDIA (REFUNDS)								

Sum								20.00-
00001	SOUTH MS EMERGENCY PHYSI	132720709/27	00142520	13005195	SRV 3/2/14 STANTON-PRISONER	05/16/14	238072	1,023.00-
00001	SOUTH MS EMERGENCY PHYSI	132731583/27	00142520	13005196	SRV 3/2/14 GRAVES-PRISONER	05/16/14	238072	512.00-
SOUTHMS EMERGENCY PHYSI								
Sum								1,535.00-
00001	SOUTHERN PINE ELECTRIC P	5/14 GENERAL	00201415	13005208	MNTHLY 5/14 PUBLIC SERVICES	05/16/14	238075	1,277.69-
SOUTHERN PINE ELECTRIC P								
Sum								1,277.69-
00001	SOUTHERN PINES ANIMAL SH	6/14	00142197	13004874	HANDLING/HOUSING 6/14	05/16/14	238076	9,979.83-
SOUTHERN PINES ANIMAL SH								
Sum								9,979.83-
00001	SOUTHERN TIRE MART LLC	11086301	00141926	13004964	BACK TIRE U#13024 CEMETERY	05/16/14	238077	212.00-
00001	SOUTHERN TIRE MART LLC	11086857	00142260	13005166	STOCK TIRES STREET UNITS	05/16/14	238077	1,166.42-
00001	SOUTHERN TIRE MART LLC	11086707	00142338	13005171	STOCK TIRES/GARBAGE TRUCKS	05/16/14	238077	3,063.60-
SOUTHERN TIRE MART LLC								
Sum								4,442.02-
00001	SOUTHERN WATERWORKS SUPP	53188	00142173	13005090	SUPP/TOOLS DRAINAGE DEPT	05/16/14	238078	232.56-
SOUTHERN WATERWORKS SUPP								
Sum								232.56-
00001	SPF WINDOW TINTING	PO#142321 5/	00142321	13005040	TINT WINDOWS U#19750 ANIM CTL	05/16/14	238081	220.00-
SPF WINDOW TINTING								
Sum								220.00-
00001	STANDARD OFFICE SUPPLY C	0043700-001	00142024	13004803	BUSINESS CARD STOCK INFO TECH	05/16/14	238082	130.00-
00001	STANDARD OFFICE SUPPLY C	0043663-001	00142033	13004882	OFFICE SUPP PK OPER/WTR BILL	05/16/14	238082	433.90-
00001	STANDARD OFFICE SUPPLY C	0043456-001	00141551	13005017	PAYROLL FORMS HUMAN RES	05/16/14	238082	1,058.00-
00001	STANDARD OFFICE SUPPLY C	0043881-001	00142107	13005075	EVIDENCE LABELS POLICE DEPT	05/16/14	238082	419.90-
00001	STANDARD OFFICE SUPPLY C	0043711-001	00142046	13005144	OFFICE SUPP/COPY PAPER POLICE	05/16/14	238082	423.49-
STANDARD OFFICE SUPPLY C								
Sum								2,465.29-
00001	STRIBLING EQUIPMENT CO L	BS006000126:	00142316	13004953	TRACKHOE 3/18-4/18 STREET	05/16/14	238085	6,050.00-
STRIBLING EQUIPMENT CO L								
Sum								6,050.00-
00001	THORNTON, BENJAMIN	PO#142307 5/	00142307	13004907	TRANSLATION SERV CITY/RENOSO	05/16/14	238088	75.00-
00001	THORNTON, BENJAMIN	TRANSLATOR 5	00142588	13005212	TRANSLATOR SRVS 5/12/14 COURT	05/16/14	238088	75.00-
THORNTON, BENJAMIN								
Sum								150.00-
00001	THYSSENKRUPP ELEVATOR CO	3001071538	00142549	13005174	MAINT 5/14 PINE ST GARAGE	05/16/14	238089	423.79-
THYSSENKRUPP ELEVATOR CO								

Sum								423.79-
00001	TRANSUNION RISK AND ALTE	362606 5/01/	00142314	13004926	ONLINE INVESTIGATIONS 4/14	05/16/14	238091	111.50-
TRANSUNION RISK AND ALTE								
Sum								111.50-
00001	TRUCK SERVICE & EQUIPMEN	315533	00142108	13004957	REPR PTS U#14410 SANIT	05/16/14	238094	323.30-
00001	TRUCK SERVICE & EQUIPMEN	315681	00142374	13005172	REPR PTS SANIT STOCK	05/16/14	238094	30.00-
TRUCKSERVICE & EQUIPMEN								
Sum								353.30-
00001	TRUCKPRO INC	039-0550889	00139547	13005009	REPR PTS U#2681 FIRE DEPT	05/16/14	238095	80.34-
00001	TRUCKPRO INC	039-0553607	00139547	13005010	CREDIT	05/16/14	238095	66.45
00001	TRUCKPRO INC	039-0553398	00142337	13005260	REPR PTS U#17724 SANIT	05/16/14	238095	455.45-
TRUCKPRO INC								
Sum								469.34-
00001	TRUCKS PLUS AUTO ACCESSO	28161	00142186	13004959	FLOOR MATS U#19750 ANIMAL CTL	05/16/14	238096	109.00-
00001	TRUCKS PLUS AUTO ACCESSO	28160	00142122	13004961	SPRAY IN BED LINER U#19750	05/16/14	238096	379.00-
TRUCKSPLUS AUTO ACCESSO								
Sum								488.00-
00001	TRUSTMARK BUSINESS CARD	3018 DUPREE	00142590	13005217	TICKET-COLEMAN-NLC WASHINGTON	05/16/14	238097	339.00-
TRUSTMARK BUSINESS CARD								
Sum								339.00-
00001	TRUSTMARK NATIONAL BANK/	18143/284011	02014481	13004903	GARB CAN LEASE DUE 5/30/14	05/06/14	18787	23,186.40-
00001	TRUSTMARK NATIONAL BANK/	4912/2733502	02014498	13005096	POLICE CARS LEASE DUE 5/17	05/13/14	18795	36,946.33-
TRUSTMARK NATIONAL BANK/								
Sum								60,132.73-
00001	UNITED FENCE COMPANY	00016055	00142004	13004920	PORTABLE DOG KENNEL	05/16/14	238100	465.00-
UNITEDFENCE COMPANY								
Sum								465.00-
00001	UNITED PARCEL SERVICE IN	00008E1Y1516	00142169	13004826	SERVS 4/3,4/15 POLICE	05/16/14	238101	32.03-
00001	UNITED PARCEL SERVICE IN	00008E1Y1517	00142282	13004827	SERV 3/29/14 POLICE	05/16/14	238101	1.65-
00001	UNITED PARCEL SERVICE IN	00008E1Y1518	00142529	13005154	SHIP CHGS 4/30,5/2 POLICE	05/16/14	238101	60.65-
UNITEDPARCEL SERVICE IN								
Sum								94.33-
00001	V F W OF THE US	PARKING SPAC	00142219	13004883	PARKING SPACES 5/14	05/16/14	238104	75.00-
V F WOF THE US								
Sum								75.00-
00001	WANSLEY'S MACHINE & DRIV	33891	00142051	13004860	REPR PTS U#7871 STREET	05/16/14	238111	108.47-
WANSLEY'S MACHINE & DRIV								
Sum								108.47-

00001	WASTE MANAGEMENT OF SOUT	0007374-2526	00142458	13005058	REFUSE DISPOSAL 3/18-4/16/14	05/16/14	238113	17,453.04-
00001	WASTE MANAGEMENT OF SOUT	0007402-2152	00142459	13005059	REFUSE DISPOSAL 4/17-5/1/15	05/16/14	238113	12,969.66-
WASTEMANAGEMENT OF SOUT								
Sum								30,422.70-
00001	WASTE PRO HATTIESBURG	416585	00142460	13005060	RECYCLE FEES 4/14 SANIT	05/16/14	238114	20,784.30-
00001	WASTE PRO HATTIESBURG	416596	00142460	13005061	RECYCLE FEES 4/14 SANIT	05/16/14	238114	6,750.00-
WASTEPRO HATTIESBURG								
Sum								27,534.30-
00001	WATCH GUARD VIDEO	4REINV000273	00141978	13005258	IN CAR CAMERAS NEW POL UNITS	05/16/14	238115	52,200.00-
WATCHGUARD VIDEO								
Sum								52,200.00-
00001	WATERS INTERNATIONAL TRU	8-241260051	00142339	13005039	REPR PTS U#14409 SANIT	05/16/14	238117	421.86-
00001	WATERS INTERNATIONAL TRU	8 240440023	00140182	13005043	CREDIT	05/16/14	238117	20.00
00001	WATERS INTERNATIONAL TRU	8-241270057	00142377	13005173	REPR PTS U#16080 SANIT	05/16/14	238117	145.20-
WATERSINTERNATIONAL TRU								
Sum								547.06-
00001	WILLMUT GAS & OIL COMPAN	5/14 GENERAL	00201415	13005210	MNTHLY GAS-GENERAL	05/16/14	238122	1,762.07-
WILLMUT GAS & OIL COMPAN								
Sum								1,762.07-
Sum								3,646,718.36-

CITY OF HATTIESBURG - PARKS& RECREATION FUND
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS& RECREATION FUND								
00002	A & R FARM AND GARDEN	251809	00142394	13001336	HERBICIDE GRNDS MAINT	05/16/14	237795	150.00-
00002	A & R FARM AND GARDEN	251810	00142002	13001337	HAND TOOLS GRNDS MAINT	05/16/14	237795	63.92-
A & RFARM AND GARDEN								
Sum								213.92-
00002	AAMCO TRANS/AUTOMOTIVE S	128178	00142177	13001234	REPRS U#8667 GRNDS MAINT	05/16/14	237796	160.00-
AAMCOTRANS/AUTOMOTIVE S								
Sum								160.00-
00002	AGRI-AFC LLC	2026924	00142411	13001267	FERTILIZER FOR BALLFIELDS	05/16/14	237799	2,749.06-
00002	AGRI-AFC LLC	5026940	00142411	13001268	FERTILIZER FOR BALLFIELDS	05/16/14	237799	845.89-
AGRI-AFC LLC								
Sum								3,594.95-
00002	ALL SOUTH PORTABLE SANIT	13482	00141222	13001222	PORTALETS 4/25 CHAIN PARK	05/16/14	237801	260.00-
00002		13614	00142273	13001244	PORTALET MOVIE NIGHT TOWN SQ	05/16/14	237801	150.00-
00002	ALL SOUTH PORTABLE SANIT	13483	00141221	13001278	PORTALETS 4/16 TOWN SQ PARK	05/16/14	237801	130.00-
ALL SOUTH PORTABLE SANIT								
Sum								540.00-
00002	AMERICAN STEEL LINE BUIL	23787	00142052	13001242	STAGE ROOF PANELS TOWN SQ PK	05/16/14	237806	1,607.77-
AMERICAN STEEL LINE BUIL								
Sum								1,607.77-
00002	ANOINTED HANDS CLEANING	702	00142441	13001255	SERVS 5/14 GRNDS MAINT	05/16/14	237807	250.00-
ANOINTED HANDS CLEANING								
Sum								250.00-
00002	AUTOMOTIVE GLASS SPECIAL	I147515	00142201	13001235	BACK WINDOW U#13130 GRNDS MNT	05/16/14	237813	293.00-
AUTOMOTIVE GLASS SPECIAL								
Sum								293.00-
00002	BELL, DEVON	OFFICIAL 4/2	02014506	13001300	OFFICIAL-ADULT SOFTBALL	05/16/14	237819	85.00-
BELL,DEVON								
Sum								85.00-
00002	BETTS, SHERMAN	OFFICIAL 4/2	02014506	13001301	OFFICIAL-ADULT SOFTBALL	05/16/14	237821	391.00-
BETTS,SHERMAN								
Sum								391.00-
00002	BRACKMAN MOWER WAREHOUSE	IN0128586	00142204	13001217	WEEDEATER/MOWER REPR PTS	05/16/14	237832	959.49-

00002	BRACKMAN MOWER WAREHOUSE	IN0128438	00142157	13001236	MOWER BLADES U#19736	05/16/14	237832	42.27-
00002		IN0128752	00142323	13001271	REPRS MOWER U#8181	05/16/14	237832	43.27-
00002	BRACKMAN MOWER WAREHOUSE	IN0128753	00142325	13001272	REPRS MOWER U#14980	05/16/14	237832	77.15-
00002	BRACKMAN MOWER WAREHOUSE	0128849	00142415	13001274	REPRS MOWER U#17561	05/16/14	237832	66.12-
00002	BRACKMAN MOWER WAREHOUSE	IN0128864	00142324	13001276	REPRS MOWER U#19464	05/16/14	237832	40.00-
00002		IN0128754	00142331	13001293	REPRS MOWER U#17562	05/16/14	237832	229.86-
BRACKMAN MOWER WAREHOUSE								
Sum								1,458.16-
00002		SPORTS SERVS	02014505	13001323	SPORTS SUPPORT SERVICES	05/16/14	237833	21.00-
BRADDOCK, ARETHA								
Sum								21.00-
00002		SPORTS SERVS	02014505	13001324	SPORTS SUPPORT SERVICES	05/16/14	237834	272.00-
BRADLEY, MARQUITA								
Sum								272.00-
00002	BROWN, KIM	OFFICIAL 4/2	02014506	13001302	OFFICIAL-ADULT SOFTBALL	05/16/14	237838	51.00-
BROWN,KIM								
Sum								51.00-
00002	BURKE, HOWARD	OFFICIAL 4/2	02014506	13001303	OFFICIAL-ADULT SOFTBALL	05/16/14	237842	272.00-
BURKE,HOWARD								
Sum								272.00-
00002	BUTLER, MATT	OFFICIAL 4/2	02014506	13001304	OFFICIAL-YOUTH SOFTBALL	05/16/14	237843	272.00-
BUTLER, MATT								
Sum								272.00-
00002		14758-25919	00141951	13001218	REPR PTS U#18561 GRNDS MAINT	05/16/14	237848	19.59-
CARQUEST AUTO PARTS STOR								
Sum								19.59-
00002	CITY OF HATTIESBURG FUND	TRF 1ST 5/14	02014487	13001213	TRF 1ST 5/14 PAYROLL	05/01/14	36946	42,884.67-
00002	CITY OF HATTIESBURG FUND	TRF 2ND 5/14	02014504	13001290	TRF 2ND 5/14 PAYROLL	05/14/14	36969	56,493.73-
CITY OF HATTIESBURG FUND								
Sum								99,378.40-
00002	COLQUITT, EMMA	SPORTS SERVS	02014505	13001325	SPORTS SUPPORT SERVICES	05/16/14	237855	182.00-
COLQUITT, EMMA								
Sum								182.00-
00002	COURTESY MOTORS INC	416547	00142340	13001270	REPR PTS U#8937 GRNDS MAINT	05/16/14	237860	63.29-
COURTESY MOTORS INC								
Sum								63.29-
00002	CURTIS, GEORGE	SPORTS SERVS	02014505	13001326	SPORTS SUPPORT SERVICES	05/16/14	237863	133.00-

CURTIS, GEORGE								
Sum								133.00-
00002	CURTIS, MALCOLM	OFFICIAL 4/2	02014506	13001305	OFFICIAL-ADULT SOFTBALL	05/16/14	237864	306.00-
CURTIS, MALCOLM								
Sum								306.00-
00002		OFFICIAL 4/2	02014506	13001306	OFFICIAL-ADULT SOFTBALL	05/16/14	237868	323.00-
DIXON,TIMOTHY								
Sum								323.00-
00002		APPL#1 SOCCE	00136696	13001295	TATUM SOCCER LIGHTS FLD #11,12	05/16/14	237869	124,880.35-
DOLEACELECTRIC CO INC								
Sum								124,880.35-
00002		8792531	00020143	13001283	SRV Q/E 4-6/14 MAINT BLDG	05/16/14	237875	54.00-
00002	DUNAGIN PEST CONTROL(PRE	8792509	00020143	13001284	SRV Q/E 4-6/14 CARPENTER	05/16/14	237875	54.00-
00002	DUNAGIN PEST CONTROL(PRE	8792505	00020143	13001285	SRV Q/E 4-6/14 BOYS BRHOOD	05/16/14	237875	54.00-
00002	DUNAGIN PEST CONTROL(PRE	8792508	00020143	13001286	SRV Q/E 4-6/14 CAMERON FLD	05/16/14	237875	54.00-
00002	DUNAGIN PEST CONTROL(PRE	8792514	00020143	13001287	SRV Q/E 4-6/14 DAHMER POOL	05/16/14	237875	54.00-
00002		8792542	00020143	13001288	SRV Q/E 4-6/14 TATUM SOCCR	05/16/14	237875	135.00-
00002	DUNAGIN PEST CONTROL(PRE	8792544	00020143	13001289	SRV Q/E 4-6/14 TIMBERTON	05/16/14	237875	81.00-
DUNAGIN PEST CONTROL(PRE								
Sum								486.00-
00002	ELKINS WHOLESALE INC	206297-00	00141976	13001224	JANIT SUPP GRNDS MAINT	05/16/14	237880	430.75-
00002	ELKINS WHOLESALE INC	206297-01	00141976	13001225	JANIT SUPP GRNDS MAINT	05/16/14	237880	36.75-
00002	ELKINS WHOLESALE INC	206297-02	00141976	13001226	JANIT SUPP GRNDS MAINT	05/16/14	237880	22.05-
00002	ELKINS WHOLESALE INC	206988-00	00142202	13001227	TRASH BAGS GRNDS MAINT	05/16/14	237880	145.20-
00002	ELKINS WHOLESALE INC	206991-00	00142203	13001228	JANIT SUPP GRNDS MAINT	05/16/14	237880	188.88-
00002	ELKINS WHOLESALE INC	207809-00	00142397	13001266	JANIT SUPP GRNDS MAINT	05/16/14	237880	596.50-
ELKINSWHOLESALE INC								
Sum								1,420.13-
00002	ESTERS, WILLARD (BUTCH)	OFFICIAL 4/2	02014506	13001307	OFFICIAL-ADULT SOFTBALL	05/16/14	237883	289.00-
ESTERS, WILLARD (BUTCH)								
Sum								289.00-
00002	FERGUSON ENTERPRISES INC	1231147	00141052	13001219	PLUMB SUPP CE ROY RESTROOMS	05/16/14	237889	602.46-
FERGUSON ENTERPRISES INC								
Sum								602.46-
00002	G & K SERVICES	1035480956	00142442	13001256	MATS 4/08 GRNDS MAINT	05/16/14	237902	3.40-
00002		1035483106	00142442	13001257	MATS 4/15 GRNDS MAINT	05/16/14	237902	3.40-
00002	G & K SERVICES	1035485257	00142442	13001258	MATS 4/22 GRNDS MAINT	05/16/14	237902	3.40-
00002	G & K SERVICES	1035487415	00142442	13001259	MATS 4/29 GRNDS MAINT	05/16/14	237902	3.40-
00002	G & K SERVICES	1035489563	00142442	13001260	MATS 5/06 GRNDS MAINT	05/16/14	237902	3.40-
00002		1035480955	00142442	13001261	UNIFORMS 4/08 GRNDS MAINT	05/16/14	237902	104.18-
00002	G & K SERVICES	1035483105	00142442	13001262	UNIFORMS 4/15 GRNDS MAINT	05/16/14	237902	233.20-

00002	G & K SERVICES	1035485256	00142442	13001263	UNIFORMS 4/22 GRNDS MAINT	05/16/14	237902	127.86-
00002	G & K SERVICES	1035487414	00142442	13001264	UNIFORMS 4/29 GRNDS MAINT	05/16/14	237902	96.36-
00002	G & K SERVICES	1035489562	00142442	13001265	UNIFORMS 5/06 GRNDS MAINT	05/16/14	237902	96.36-
G & KSERVICES								
Sum								674.96-
00002	GRAVES, GARY L	OFFICIAL 4/2	02014506	13001308	OFFICIAL-ADULT SOFTBALL	05/16/14	237915	125.00-
GRAVES, GARY L								
Sum								125.00-
00002	GRIFFIN, GABRIEL	OFFICIAL 4/2	02014506	13001309	OFFICIAL-ADULT SOFTBALL	05/16/14	237918	85.00-
GRIFFIN, GABRIEL								
Sum								85.00-
00002	H'BURG CONVENTION COMMIS	INS PMT-TOOR	00142428	13001253	INS PYMT-BURGER CNTR-TORNADO	05/16/14	237923	125,996.12-
H'BURGCONVENTION COMMIS								
Sum								125,996.12-
00002	HARRIS, UNDREA	OFFICIAL 4/2	02014506	13001310	OFFICIAL-ADULT SOFTBALL	05/16/14	237927	50.00-
HARRIS, UNDREA								
Sum								50.00-
00002	HERRING, AL	20461	00142012	13001220	BAND FEES SENIOR PROM 2014	05/16/14	237931	1,250.00-
HERRING, AL								
Sum								1,250.00-
00002	HORNE, BRENDA	SPORTS SERVS	02014505	13001327	SPORTS SUPPORT SERVICES	05/16/14	237939	294.00-
HORNE,BRENDA								
Sum								294.00-
00002	INDOFF INC	2450633	00142235	13001291	OFFICE SUPP GRNDS MAINT	05/16/14	237941	197.58-
INDOFFINC								
Sum								197.58-
00002	IRBY, STUART C CO	S008180758.0	00140958	13001221	ELEC SUPP-LIGHTS-BALLFIELDS	05/16/14	237948	543.88-
IRBY,STUART C CO								
Sum								543.88-
00002	JACKSON, ROOSEVELT III	599568	00141594	13001223	PAINT SRVS MCCARTY PARK	05/16/14	237949	1,135.00-
00002	JACKSON, ROOSEVELT III	599569	00142420	13001280	REPAINT POOL HOUSE CE ROY CTR	05/16/14	237949	4,795.00-
JACKSON, ROOSEVELT III								
Sum								5,930.00-
00002	JET CONSTRUCTION	1839	00141934	13001269	MASON SAND TATUM/TIMBERTON	05/16/14	237950	1,387.50-
JET CONSTRUCTION								
Sum								1,387.50-
00002	KEELING COMPANY (HATTIES	S2616185.001	00142421	13001338	SPRINKLER HEADS TATUM BASEBAL	05/16/14	237954	1,152.38-

KEELING COMPANY (HATTIES								
Sum								1,152.38-
00002	KELLY, KEITH	OFFICIAL 4/2	02014506	13001311	OFFICIAL-AUDLT BASKETBALL	05/16/14	237955	269.00-
KELLY,KEITH								
Sum								269.00-
00002	KETTLEY, ANNETTE	SPORTS SERVS	02014505	13001328	SPORTS SUPPORT SERVICES	05/16/14	237957	196.00-
KETTLEY, ANNETTE								
Sum								196.00-
00002	KEYS, MECHEKA	SPORTS SERVS	02014505	13001329	SPORTS SUPPORT SERVICES	05/16/14	237958	112.00-
KEYS,MECHEKA								
Sum								112.00-
00002		OFFICIAL 4/2	02014506	13001312	OFFICIAL-ADULT BASKETBALL	05/16/14	237959	170.00-
KIRKSEY, JOHNATHAN								
Sum								170.00-
00002	KIRKSEY, NANCY JONES	SPORTS SERVS	02014505	13001330	SPORTS SUPPORT SERVICES	05/16/14	237960	410.00-
KIRKSEY, NANCY JONES								
Sum								410.00-
00002	LANCASTER'S MACHINE & WE	21717	00142223	13001238	MOWER DECK REPR U#14980	05/16/14	237966	45.00-
LANCASTER'S MACHINE & WE								
Sum								45.00-
00002	LINDSEY, TABORIS	OFFICIAL 4/2	02014506	13001313	OFFICIAL-ADULT BASKETBALL	05/16/14	237969	50.00-
LINDSEY, TABORIS								
Sum								50.00-
00002	LITTLE DOG CINEMA	1015	00141588	13001245	SPRING MOVIE LICENSE TOWN SQ	05/16/14	237970	1,015.25-
LITTLEDOG CINEMA								
Sum								1,015.25-
00002	LOCKE, JACKIE W	OFFICIAL 4/2	02014506	13001314	OFFICIAL-ADULT SOFTBALL	05/16/14	237971	215.00-
LOCKE,JACKIE W								
Sum								215.00-
00002	LOWE'S OF HATTIESBURG IN	976265	00142003	13001216	TRASH CANS GRNDS MAINT DEPT	05/16/14	237972	603.60-
LOWE'SOF HATTIESBURG IN								
Sum								603.60-
00002	MARTIN, DERRICAS	SPORTS SERVS	02014505	13001331	SPORTS SUPPORT SERVICES	05/16/14	237978	14.00-
MARTIN, DERRICAS								
Sum								14.00-
00002	MCELHANEY PLUMBING INC	218223	00142050	13001233	PLUMB SUPP PEOPLE'S PARK	05/16/14	237983	60.35-

00002	MCELHANEY PLUMBING INC	218457	00142318	13001248	HAND TOOLS GRNDS MAINT	05/16/14	237983	34.90-
MCELHANEY PLUMBING INC								
Sum								95.25-
00002	MCNAIR, EVELENE	OFFICIAL 4/2	02014506	13001315	OFFICIAL-ADULT BASKETBALL	05/16/14	237985	374.00-
MCNAIR, EVELENE								
Sum								374.00-
00002	MIKE'S TIRE & WHEEL CO	2173930	00142152	13001237	RPLCMNT TIRE MOWER U#18561	05/16/14	237989	119.32-
00002	MIKE'S TIRE & WHEEL CO	2174081	00142368	13001249	MOWER TIRE U#16979	05/16/14	237989	29.16-
00002	MIKE'S TIRE & WHEEL CO	2174184	00142469	13001292	TIRES U#11213 GRNDS MAINT	05/16/14	237989	657.74-
00002	MIKE'S TIRE & WHEEL CO	2174195	00142500	13001294	TIRES TRAILER U#18561	05/16/14	237989	137.66-
00002	MIKE'S TIRE & WHEEL CO	217420	00142505	13001339	TIRE REPR/TUBE MOWER U#14980	05/16/14	237989	20.88-
MIKE'STIRE & WHEEL CO								
Sum								964.76-
00002	MOTT, ANDREW	OFFICIAL 4/2	02014506	13001316	OFFICIAL-ADULT SOFTBALL	05/16/14	238000	306.00-
MOTT,ANDREW								
Sum								306.00-
00002	MS POWER COMPANY	5/14 PKS/REC	00201415	13001297	MNTHLY ELEC-PARKS & REC	05/16/14	238013	1,306.29-
MS POWER COMPANY								
Sum								1,306.29-
00002	MS STATE/EMP SECURITY CO	9200131000 P	00142563	13001299	UNEMP BENEFITS 1ST QTR 2014	05/16/14	238014	80.12-
MS STATE/EMP SECURITY CO								
Sum								80.12-
00002	NEEL-SCHAFFER INC	1017110	00138417	13001254	PARK DESIGN-EAST HARDY PROPTY	05/16/14	238019	3,447.15-
00002		1017113-14 T	00140033	13001296	SRVS TOWN SQUARE STAGE PLANS	05/16/14	238019	2,394.69-
NEEL-SCHAFFER INC								
Sum								5,841.84-
00002	NEWELL PAPER COMPANY	813079	00142213	13001247	INSECTICIDE GRNDS MAINT	05/16/14	238020	144.00-
NEWELLPAPER COMPANY								
Sum								144.00-
00002		OFFICIAL 4/2	02014506	13001317	OFFICIAL-ADULT SOFTBALL	05/16/14	238030	357.00-
PATTERSON, ISIAH								
Sum								357.00-
00002	PEANUTS TOWING SERVICE	66326	00142313	13001243	TOWING U#9621 GRNDS MAINT	05/16/14	238031	150.00-
PEANUTS TOWING SERVICE								
Sum								150.00-
00002	PIERCE PLUMBING INC	495076	00141961	13001275	SINK REPR CAMERON FLD CONCESS	05/16/14	238037	85.00-
00002		495076(B)	00142383	13001279	REPR WTR LEAK CAMERON #141961	05/16/14	238037	484.74-

PIERCEPLUMBING INC								
Sum								569.74-
00002		OFFICIAL 4/2	02014506	13001318	OFFICIAL-ADULT SOFTBALL	05/16/14	238045	68.00-
00002	POWELL, RANDY	SPORTS SERVS	02014505	13001332	SPORTS SUPPORT SERVICES	05/16/14	238045	203.00-
POWELL, RANDY								
Sum								271.00-
00002	SANFORD, JOHN L JR INC	46331	00141659	13001229	RIVER SAND TATUM SOFTBALL	05/16/14	238058	523.60-
00002	SANFORD, JOHN L JR INC	46334	00141746	13001230	RIVER SAND TATUM SOCCER	05/16/14	238058	330.99-
00002	SANFORD, JOHN L JR INC	46332	00141696	13001240	RIVER SAND TATUM PARK	05/16/14	238058	528.00-
00002	SANFORD, JOHN L JR INC	46333	00141700	13001241	RIVER SAND TATUM SOCCER	05/16/14	238058	519.53-
SANFORD, JOHN L JR INC								
Sum								1,902.12-
00002	SMITH, JIM SERVICES	819513	00141980	13001340	A/C REPAIR CAMERON FIELD	05/16/14	238069	459.88-
SMITH,JIM SERVICES								
Sum								459.88-
00002	SOUTHERN FOREST PRODUCTS	3017	00141919	13001231	PINE SHAVINGS GRNDS MAINT	05/16/14	238073	800.00-
SOUTHERN FOREST PRODUCTS								
Sum								800.00-
00002	SOUTHERN MS PINE STRAW	8116	00142105	13001215	PINE STRAW GRNDS MAINT	05/16/14	238074	275.00-
SOUTHERN MS PINE STRAW								
Sum								275.00-
00002	SPEEDY PRINTING & SIGNS	19357	00142159	13001239	LETTERING SETS U#19644,19736	05/16/14	238080	42.00-
00002	SPEEDY PRINTING & SIGNS	19265	00141661	13001251	CITY/PKS/REC 2014 BANNER	05/16/14	238080	275.00-
00002	SPEEDY PRINTING & SIGNS	19290	00141806	13001252	2014 EASTER FLYERS	05/16/14	238080	388.00-
00002	SPEEDY PRINTING & SIGNS	19379	00142268	13001277	BRIARFIELD NEIGHBORHOOD SIGN	05/16/14	238080	235.00-
SPEEDYPRINTING & SIGNS								
Sum								940.00-
00002	STANDARD OFFICE SUPPLY C	0043240-001	00141639	13001281	PRINTER SUPP REC ADM	05/16/14	238082	127.88-
00002	STANDARD OFFICE SUPPLY C	0043306-001	00141695	13001282	PARKS/REC 2014 FLYERS	05/16/14	238082	123.00-
STANDARD OFFICE SUPPLY C								
Sum								250.88-
00002	TERRELL, WINSTON	OFFICIAL 4/2	02014506	13001319	OFFICIAL-ADULT SOFTBALL	05/16/14	238087	288.00-
TERRELL, WINSTON								
Sum								288.00-
00002	TROTTER, COREY	OFFICIAL 4/2	02014506	13001320	OFFICIAL-ADULT SOFTBALL	05/16/14	238092	306.00-
TROTTER, COREY								
Sum								306.00-
00002	TROTTER, WILLIE	OFFICIAL 4/2	02014506	13001321	OFFICIAL-ADULT SOFTBALL	05/16/14	238093	289.00-

TROTTER, WILLIE								
Sum								289.00-
00002	VARNADO, ALEXZANDRIA	SPORTS SERVS	02014505	13001333	SPORTS SUPPORT SERVICES	05/16/14	238105	105.00-
VARNADO, ALEXZANDRIA								
Sum								105.00-
00002	VARNADO, UNDRA	SPORTS SERVS	02014505	13001334	SPORTS SUPPORT SERVICES	05/16/14	238106	175.00-
VARNADO, UNDRA								
Sum								175.00-
00002	VESELY'S NURSERY	PO#142132 4/	00142132	13001232	PLANTS TATUM SOCCER LANDSCAPE	05/16/14	238107	332.50-
VESELY'S NURSERY								
Sum								332.50-
00002	WALKER, TEDDRIC	OFFICIAL 4/2	02014506	13001322	OFFICIAL-ADULT SOFTBALL	05/16/14	238109	170.00-
WALKER, TEDDRIC								
Sum								170.00-
00002	WATER FLOW PRODUCTIONS I	8805	00141343	13001250	IRRIGATION REPR TATUM PARK	05/16/14	238116	1,160.00-
WATERFLOW PRODUCTIONS I								
Sum								1,160.00-
00002	WHEELER, CURTIS	SPORTS SERVS	02014505	13001335	SPORTS SUPPORT SERVICES	05/16/14	238121	77.00-
WHEELER, CURTIS								
Sum								77.00-
00002	WILLMUT GAS & OIL COMPAN	5/14 PKS/REC	00201415	13001298	MNTHLY GAS-PARKS & REC	05/16/14	238122	29.86-
WILLMUT GAS & OIL COMPAN								
Sum								29.86-
Sum								396,371.53-

CITY OF HATTIESBURG - HATT.MUNICIPAL FIRE PROTECTION
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION								
00005	STATE FIRE ACADEMY	21800 WIGGIN	00142358	13000032	REG WIGGINS-FIREFIGHTER SCHL	05/16/14	238083	5,700.00-
STATEFIRE ACADEMY								
Sum								5,700.00-
00005	TRUSTMARK NATIONAL BANK/	ACCT#0028401	02014494	13000033	FIRE TRK LEASE NOTE #33523	05/13/14	21779	14,340.60-
TRUSTMARK NATIONAL BANK/								
Sum								14,340.60-
Sum								20,040.60-

CITY OF HATTIESBURG - PAYROLL FUND
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND								
00006	TRANSAMERICA LIFE	1844	02014128	13000381	BURIAL INS PREMIUM	05/08/14	18790	908.87-
TRANSAMERICA LIFE								
Sum								908.87-
Sum								908.87-

CITY OF HATTIESBURG - WATER& SEWER OPERATION/MAINT.
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER OPERATION/MAINT.								
00009	AAMCO TRANS/AUTOMOTIVE S	128301	00142141	13001123	STEERING COLUMN REPR SWR UNIT	05/16/14	237796	325.60-
AAMCOTRANS/AUTOMOTIVE S								
Sum								325.60-
00009	ALLBRITTON CHAIN SAW & L	32129	00142222	13001086	PIPE SAW REPAIR SEWER DEPT	05/16/14	237802	59.41-
ALLBRITTON CHAIN SAW & L								
Sum								59.41-
00009	BLOSSMAN GAS INC	901208	00142301	13001091	PROPANE PLANT FORKLIFT	05/16/14	237826	26.00-
BLOSSMAN GAS INC								
Sum								26.00-
00009	BONNER ANALYTICAL TESTIN	55290	00142206	13001084	SAMPLES 450 WEATHERSBY	05/16/14	237831	53.00-
00009	BONNER ANALYTICAL TESTIN	55403	00142537	13001134	COLIFORM 900 JAMES ST WELL #1	05/16/14	237831	76.50-
BONNERANALYTICAL TESTIN								
Sum								129.50-
00009	BRADY ELECTRIC LLC	1404133	00142115	13001096	REPAIR VARI MOTORS-LAGOONS	05/16/14	237835	1,989.00-
BRADYELECTRIC LLC								
Sum								1,989.00-
00009		091744	00142341	13001110	TIRES U#12689 TRANS	05/16/14	237836	543.68-
BROADWAY DRIVE TIRE								
Sum								543.68-
00009		196608	00142362	13001103	SERVS GROUNDWORX AGREEMENT	05/16/14	237839	8,158.85-
00009	BRUNINI	196607	00142362	13001104	SERVS GULF RESTORA NETWORK	05/16/14	237839	16,899.51-
BRUNINI								
Sum								25,058.36-
00009		14758-25951	00141971	13001082	REPR PTS U#14712 TRANS	05/16/14	237848	40.92-
00009	CARQUEST AUTO PARTS STOR	14758-25589	00141867	13001097	REPR PTS U#18705 WTR BILLING	05/16/14	237848	123.14-
00009	CARQUEST AUTO PARTS STOR	14758-25864	00141924	13001098	REPR PTS U#18705 WTR BILLING	05/16/14	237848	41.00-
CARQUEST AUTO PARTS STOR								
Sum								205.06-
00009	CERTIFIED LABORATORIES	1501038	00142246	13001136	CHEMICALS SEWER DEPT	05/16/14	237849	22,377.60-
CERTIFIED LABORATORIES								
Sum								22,377.60-
00009	CITY OF HATTIESBURG FUND	TRF 1ST 5/14	02014467	13001076	TRF 1ST 5/14 PAYROLL	05/01/14	21776	82,976.74-

00009	CITY OF HATTIESBURG FUND	TRF 2ND 5/14	02014504	13001131	TRF 2ND 5/14 PAYROLL	05/14/14	21780	98,599.89-
CITY OF HATTIESBURG FUND								
Sum								181,576.63-
00009	COASTAL ELECTRIC SUPPLY	44853700	00142016	13001122	RECONDITIONED BREAKER-WTR PLT	05/16/14	237853	700.00-
COASTAL ELECTRIC SUPPLY								
Sum								700.00-
00009	COMSOUTH	173765	00142208	13001081	RADIO ANTENNAS WTR BILLING	05/16/14	237859	108.00-
00009		173935	00142305	13001143	LED TRIO LIGHTS TRANS DEPT	05/16/14	237859	130.00-
COMSOUTH								
Sum								238.00-
00009		212000717-14	00141454	13001093	CHLORINE-LAGOONS	05/16/14	237865	2,328.00-
D P CENTERPRISES LP								
Sum								2,328.00-
00009	DUNAGIN PEST CONTROL(PRE	8792549	00020143	13001124	SRV Q/E 4-6/14 WTR OFFICE	05/16/14	237875	54.00-
00009	DUNAGIN PEST CONTROL(PRE	8792546	00020143	13001125	SRV Q/E 4-6/14 LKVW LOWER	05/16/14	237875	54.00-
00009	DUNAGIN PEST CONTROL(PRE	8792547	00020143	13001126	SRV Q/E 4-6/14 LKVW UPPER	05/16/14	237875	54.00-
00009	DUNAGIN PEST CONTROL(PRE	8792550	00020143	13001127	SRV Q/E 4-6/14 PLT-JAMES	05/16/14	237875	56.70-
00009	DUNAGIN PEST CONTROL(PRE	8792506	00020143	13001128	SRV Q/E 4-6/14 BURKETT STA	05/16/14	237875	45.00-
00009		8792517	00020143	13001129	SRV Q/E 4-6/14 E LAUREL	05/16/14	237875	45.00-
00009	DUNAGIN PEST CONTROL(PRE	8792533	00020143	13001130	SRV Q/E 4-6/14 N LAGOON	05/16/14	237875	45.00-
DUNAGIN PEST CONTROL(PRE								
Sum								353.70-
00009	FASTENAL COMPANY	MSHAT170574	00142153	13001147	PUMP EQUIP PTS LAGOONS	05/16/14	237887	525.38-
FASTENAL COMPANY								
Sum								525.38-
00009	G & K SERVICES	1035483128	00142228	13001107	UNIFORMS 4/15 WTR BILLING	05/16/14	237902	20.00-
00009	G & K SERVICES	10354885280	00142228	13001108	UNIFORMS 4/22 WTR BILLING	05/16/14	237902	20.00-
00009	G & K SERVICES	1035487438	00142228	13001109	UNIFORMS 4/29 WTR BILLING	05/16/14	237902	20.00-
G & KSERVICES								
Sum								60.00-
00009	GARY'S SMALL ENGINE REPA	142154	00142154	13001095	WEEDEATER REPR SOUTH LAGOON	05/16/14	237907	41.99-
00009	GARY'S SMALL ENGINE REPA	142466	00142466	13001146	AGRI EQUIP REPRS WTR PLANT	05/16/14	237907	263.40-
GARY'SSMALL ENGINE REPA								
Sum								305.39-
00009	JET CONSTRUCTION	1845	00141657	13001121	CLAY GRAVEL TRANS DEPT	05/16/14	237950	2,500.00-
JET CONSTRUCTION								
Sum								2,500.00-
00009	L & A CONTRACTING CO	483-003	00142379	13001113	AERATOR REPR SOUTH LAGOON	05/16/14	237963	26,609.07-

L & ACONTRACTING CO								
Sum								26,609.07-
00009	LAMAR AUTO SALVAGE INC	68655	00142129	13001080	REPR PTS U#11519 WTR BILLING	05/16/14	237964	75.00-
LAMARAUTO SALVAGE INC								
Sum								75.00-
00009		21735	00142297	13001102	SQUARE TUBING SOUTH LAGOON	05/16/14	237966	200.00-
00009	LANCASTER'S MACHINE & WE	21739	00142311	13001105	AERATOR STAKES SOUTH LAGOON	05/16/14	237966	1,250.00-
LANCASTER'S MACHINE & WE								
Sum								1,450.00-
00009	MINGLEDORFF'S INC	5245007-10	00142188	13001092	A/C REPR PTS PLT #2	05/16/14	237990	2,666.00-
MINGLEDORFF'S INC								
Sum								2,666.00-
00009	MS MUNICIPAL LEAGUE	REG-FRIERSON	00142614	13001149	REGJ-FRIERSON-CONF BILOXI	05/16/14	238010	235.00-
MS MUNICIPAL LEAGUE								
Sum								235.00-
00009		5/14 W&SO&M	00201415	13001140	MNTHLY ELEC-W&SO&M	05/16/14	238013	31,190.31-
MS POWER COMPANY								
Sum								31,190.31-
00009		9200131000 W	00142563	13001142	UNEMP BENEFITS 1ST QTR 2014	05/16/14	238014	1,637.70-
MS STATE/EMP SECURITY CO								
Sum								1,637.70-
00009	NEWELL PAPER COMPANY	813297	00142366	13001120	COPY PAPER WTR BILLING OFFICE	05/16/14	238020	128.30-
NEWELLPAPER COMPANY								
Sum								128.30-
00009	PEANUTS TOWING SERVICE	66225	00142059	13001090	TOWING U#11519 WTR BILLING	05/16/14	238031	75.00-
PEANUTS TOWING SERVICE								
Sum								75.00-
00009	PEARL RIVER VALLEY EPA (	5/14 W&SO&M	00201415	13001138	MNTHLY 5/14 PUBLIC SERVICES	05/16/14	238032	10,647.72-
PEARLRIVER VALLEY EPA (								
Sum								10,647.72-
00009	PINE BELT INDUSTRIAL SUP	4122140-0001	00142329	13001111	PUMP EQUIP PTS WTR PLANT	05/16/14	238039	44.00-
PINE BELT INDUSTRIAL SUP								
Sum								44.00-
00009	POLLARD WATER.COM-EAST	I378810-IN	00141993	13001079	VALVE BOX LOCATOR/HAND PUMPS	05/16/14	238044	788.91-
POLLARD WATER.COM-EAST								
Sum								788.91-
00009	POWER PLUS INC	25591	00142131	13001085	AGRI EQUIP REPRS WTR PLANT	05/16/14	238046	65.90-

POWERPLUS INC								
Sum								65.90-
00009		200419	00142233	13001112	REPR PTS SEWER DEPT	05/16/14	238055	29.74-
RYAN MOTORS INC								
Sum								29.74-
00009		9329	00141390	13001089	PUMP REPAIR LAGOONS	05/16/14	238059	7,975.00-
00009	SCOGGINS PUMP REPAIR	9328	00142074	13001094	GRINDER PUMP SHADOW RIDGE CRS	05/16/14	238059	2,302.22-
SCOGGINS PUMP REPAIR								
Sum								10,277.22-
00009	SMITH, JIM SERVICES	819692	00142543	13001145	INSTALL A/C UNIT WTR PLANT	05/16/14	238069	676.50-
SMITH,JIM SERVICES								
Sum								676.50-
00009	SOLAR SUPPLY INC	3454290	00142103	13001083	THERMOSTAT PLT#2 BREAKROOM	05/16/14	238071	38.79-
SOLARSUPPLY INC								
Sum								38.79-
00009	SOUTHERN PINE ELECTRIC P	5/14 W&SO&M	00201415	13001139	MNTHLY 5/14 PUBLIC SERVICES	05/16/14	238075	468.50-
SOUTHERN PINE ELECTRIC P								
Sum								468.50-
00009	SPEEDY PRINTING & SIGNS	19413	00142451	13001144	RECEIPT PAPER WTR BILLING OFC	05/16/14	238080	647.40-
SPEEDYPRINTING & SIGNS								
Sum								647.40-
00009		0043886-001	00142365	13001132	OFFICE SUPP WTR BILLING OFFC	05/16/14	238082	537.71-
STANDARD OFFICE SUPPLY C								
Sum								537.71-
00009		4/29/14	00142254	13001078	TIMBERTON LIFT STATION REFUND	05/01/14	21778	6,000.00-
TIMBERTON GOLF CLUB (REF								
Sum								6,000.00-
00009	U S POSTAL SERVICE POSTA	PERMIT #213	00142498	13001135	POSTAGE 2013 WTR QUAL REPORT	05/16/14	238098	2,215.31-
U S POSTAL SERVICE POSTA								
Sum								2,215.31-
00009	U S POSTMASTER-BOX RENT	BOX 1897 201	00142432	13001119	ANNUAL POST BOX RENT WTR OFFC	05/16/14	238099	482.00-
U S POSTMASTER-BOX RENT								
Sum								482.00-
00009	UWOOD CO INC	7186	00142073	13001087	BOAT TRAILER TIRES LAGOON	05/16/14	238102	79.98-
UWOODCO INC								
Sum								79.98-

00009	UWS INC	1518	00142490	13001137	METER TESTING	05/16/14	238103	10,329.00-
UWS INC								
Sum								10,329.00-
00009	WARREN PAVING INC	16117MB	00141651	13001100	CRUSHED CONCRETE SEWER DEPT	05/16/14	238112	3,236.52-
00009	WARREN PAVING INC	16186MB	00141651	13001101	CRUSHED CONCRETE SEWER DEPT	05/16/14	238112	2,327.92-
00009		15970MB	00141339	13001114	HOT MIX ASPHALT SEWER DEPT	05/16/14	238112	1,093.21-
00009	WARREN PAVING INC	16053MB	00141339	13001115	HOT MIX ASPHALT SEWER DEPT	05/16/14	238112	2,118.56-
00009	WARREN PAVING INC	16116MB	00141339	13001116	HOT MIX ASPHALT SEWER DEPT	05/16/14	238112	2,598.52-
00009	WARREN PAVING INC	16185MB	00141339	13001117	HOT MIX ASPHALT SEWER DEPT	05/16/14	238112	1,359.87-
00009	WARREN PAVING INC	16262MB	00141339	13001118	HOT MIX ASPHALT SEWER DEPT	05/16/14	238112	4,286.83-
WARRENPAVING INC								
Sum								17,021.43-
00009	WATTS BROTHERS TRACTOR C	155502	00142474	13001148	TOP LINE/LINCH PINS-LAGOONS	05/16/14	238119	223.00-
WATTSBROTHERS TRACTOR C								
Sum								223.00-
00009	WILLMUT GAS & OIL COMPAN	5/14 W&SO&M	00201415	13001141	MNTHLY GAS-W&SO&M	05/16/14	238122	643.04-
WILLMUT GAS & OIL COMPAN								
Sum								643.04-
Sum								364,583.84-

CITY OF HATTIESBURG - WATER& SEWER FUND
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER FUND								
00011	BAKER, MARTIN	METER DEP RF	02014490	13000531	METER DEP RFD	05/16/14	237815	40.00-
BAKER,MARTIN								
Sum								40.00-
00011	BENNETT, JEANETTA C	METER DEP RF	02014490	13000552	METER DEP RFD	05/16/14	237820	35.94-
BENNETT, JEANETTA C								
Sum								35.94-
00011	BLAKE, PAUL	METER DEP RF	02014490	13000550	METER DEP RFD	05/16/14	237825	35.94-
BLAKE,PAUL								
Sum								35.94-
00011	BOLSTER, JANINE	METER DEP RF	02014490	13000533	METER DEP RFD	05/16/14	237828	40.00-
BOLSTER, JANINE								
Sum								40.00-
00011	BRUNNER, ELIZABETH	METER DEP RF	02014490	13000562	METER DEP RFD	05/16/14	237840	31.44-
BRUNNER, ELIZABETH								
Sum								31.44-
00011	CHANDELEUR OUTFITTERS DB	METER DEP RF	02014490	13000534	METER DEP RFD	05/16/14	237850	75.00-
CHANDELEUR OUTFITTERS DB								
Sum								75.00-
00011	CITY OF HATTIESBURG FUND	4/14 WATER D	02014475	13000529	4/14 WATER DIST IN 5/14	05/05/14	36961	149,634.36-
CITY OF HATTIESBURG FUND								
Sum								149,634.36-
00011	CROWSON, PATRICIA R	METER DEP RF	02014490	13000543	METER DEP RFD	05/16/14	237862	.94-
CROWSON, PATRICIA R								
Sum								.94-
00011	DRYDEN, MARY	METER DEP RF	02014490	13000554	METER DEP RFD	05/16/14	237871	35.94-
DRYDEN, MARY								
Sum								35.94-
00011	FALGOUT, TODD	METER DEP RF	02014490	13000557	METER DEP RFD	05/16/14	237885	18.16-
FALGOUT, TODD								
Sum								18.16-
00011	FITZPATRICK, JOHN	METER DEP RF	02014490	13000561	METER DEP RFD	05/16/14	237890	35.94-

FITZPATRICK, JOHN								
Sum								35.94-
00011	GAMMILL, STEWART	METER DEP RF	02014490	13000541	METER DEP RFD	05/16/14	237905	.94-
GAMMILL, STEWART								
Sum								.94-
00011	GOLDEN, GREG C	METER DEP RF	02014490	13000546	METER DEP RFD	05/16/14	237912	.94-
GOLDEN, GREG C								
Sum								.94-
00011	GOLF SHOPPE	METER DEP RF	02014490	13000545	METER DEP RFD	05/16/14	237913	63.20-
GOLF SHOPPE								
Sum								63.20-
00011	GRAY, PAIGE M	METER DEP RF	02014490	13000551	METER DEP RFD	05/16/14	237916	35.94-
GRAY,PAIGE M								
Sum								35.94-
00011	HALLMAN PROPERTY104	METER DEP RF	02014490	13000538	METER DEP RFD	05/16/14	237925	75.00-
HALLMAN PROPERTY104								
Sum								75.00-
00011	HAWKINS, RUSSELL	METER DEP RF	02014490	13000555	METER DEP RFD	05/16/14	237929	52.94-
HAWKINS, RUSSELL								
Sum								52.94-
00011	HOLSEN, KALIE	METER DEP RF	02014490	13000566	METER DEP RFD	05/16/14	237937	18.16-
HOLSEN, KALIE								
Sum								18.16-
00011	KOHNKE, JEWEL L	METER DEP RF	02014490	13000547	METER DEP RFD	05/16/14	237961	78.18-
KOHNKE, JEWEL L								
Sum								78.18-
00011	MEDLEY, DONALD	METER DEO RF	02014490	13000549	METER DEP RFD	05/16/14	237986	.94-
MEDLEY, DONALD								
Sum								.94-
00011	MORRIS, AMANDA H	METER DEP RF	02014490	13000548	METER DEP RFD	05/16/14	237997	.94-
MORRIS, AMANDA H								
Sum								.94-
00011	NIX, LAMYIA	METER DEP RF	02014490	13000556	METER DEP RFD	05/16/14	238022	31.44-
NIX, LAMYIA								
Sum								31.44-
00011	PARKMAN, BARBARA B	METER DEP RF	02014490	13000558	METER DEP RFD	05/16/14	238028	35.94-

PARKMAN, BARBARA B								
Sum								35.94-
00011	PETERMAN, ASHLEY M	METER DEP RF	02014490	13000537	METER DEP RFD	05/16/14	238035	75.00-
PETERMAN, ASHLEY M								
Sum								75.00-
00011	PRIME MANAGEMENT & CONSU	METER DEP RF	02014490	13000532	METER DEP RFD	05/16/14	238047	40.00-
PRIMEMANAGEMENT & CONSU								
Sum								40.00-
00011	RAWLS, ARTIE	METER DEP RF	02014490	13000544	METER DEP RFD	05/16/14	238049	.94-
RAWLS,ARTIE								
Sum								.94-
00011	REED, JONATHAN	METER DEP RF	02014490	13000539	METER DEP RFD	05/16/14	238050	75.00-
REED,JONATHAN								
Sum								75.00-
00011		METER DEP RF	02014490	13000535	METER DEP RFD	05/16/14	238057	75.00-
SAGO,MICHAEL								
Sum								75.00-
00011		METER DEP RF	02014490	13000536	METER DEP RFD	05/16/14	238061	75.00-
SHANEMICHAEL A								
Sum								75.00-
00011	SHOEMAKE, TERESA	METER DEP RF	02014490	13000563	METER DEP RFD	05/16/14	238065	35.94-
SHOEMAKE, TERESA								
Sum								35.94-
00011	SHOEMAKER416	METER DEP RF	02014490	13000540	METER DEP RFD	05/16/14	238066	75.00-
SHOEMAKER416								
Sum								75.00-
00011	SMITH, KATHY L	METER DEP RF	02014490	13000530	METER DEP RFD	05/16/14	238070	20.00-
SMITH,KATHY L								
Sum								20.00-
00011	STEVENS, MECKLIN	METER DEP RF	02014490	13000564	METER DEP RFD	05/16/14	238084	35.94-
STEVENS, MECKLIN								
Sum								35.94-
00011	TEC OF JACKSON	METER DEP RF	02014490	13000553	METER DEP RFD	05/16/14	238086	52.17-
TEC OFJACKSON								
Sum								52.17-
00011	VIDES-ALFARO, TRANCITOE	METER DEP RF	02014490	13000560	METER DEP RFD	05/16/14	238108	52.94-

VIDES-ALFARO, TRANCITOE								
Sum								52.94-
00011		WTR OVRPMT R	02014488	13000567	WATER OVERPAYMENT REFUND	05/16/14	238110	.94-
WALLEY, SELENA								
Sum								.94-
00011		METER DEP RF	02014490	13000559	METER DEP RFD	05/16/14	238118	35.94-
WATKINS, ZACHARY								
Sum								35.94-
00011		METER DEP RF	02014490	13000542	METER DEP RFD	05/16/14	238120	11.97-
WESTFAUL, ANN								
Sum								11.97-
00011	YOUNG, LISA	METER DEP RF	02014490	13000565	METER DEP RFD	05/16/14	238123	35.50-
YOUNG,LISA								
Sum								35.50-
Sum								151,075.50-

CITY OF HATTIESBURG - POLICEFORFEITURES FUND
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICEFORFEITURES FUND								
00019	SACKS OUTDOOR SUPPLY	17948	00137851	13000049	TROUSERS FOR PAL OFFICERS	05/16/14	238056	449.90-
SACKSOUTDOOR SUPPLY								
Sum								449.90-
00019	TOP NOTCH EMBROIDERY	94	00142240	13000050	T SHIRTS PAL SUMMER CAMP	05/16/14	238090	500.00-
TOP NOTCH EMBROIDERY								
Sum								500.00-
Sum								949.90-

CITY OF HATTIESBURG - 2003 TIF B&I-CHAUVET SQUARE
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2003 TIF B&I-CHAUVET SQUARE								
00022	TRUSTMARK NATIONAL BANK/	6261 FEE'03	02014444	13000004	AGENT FEES '03 CHAUVET SQUARE	05/08/14	18792	1,000.00-
TRUSTMARK NATIONAL BANK/								
Sum								1,000.00-
Sum								1,000.00-

CITY OF HATTIESBURG - 2011 TIF B&I-KOHL'S
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2011 TIF B&I-KOHL'S								
00025	FIRST NATL BANK OF CLARK	TIF/TURT/COM	02014491	13000003	DEBT SER PAY-T/C COM KOHLS	05/08/14	18791	74,500.00-
FIRSTNATL BANK OF CLARK								
Sum								74,500.00-
Sum								74,500.00-

CITY OF HATTIESBURG - TAX COLLECTOR'S FUND
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND								
00027	CITY OF HATTIESBURG FUND	MILLAGE DIST	02014472	13000081	MILLAGE DIST TO TIF	05/05/14	36999	80,166.47-
CITY OF HATTIESBURG FUND								
Sum								80,166.47-
00027	CITY OF HATTIESBURG FUND	MILLAGE DIST	02014474	13000084	MILLAGE DIST TO TIF	05/05/14	310000	18,037.30-
CITY OF HATTIESBURG FUND								
Sum								18,037.30-
00027	H'BURG PUBLIC SCHOOLS	4/14 MILLAGE	02014468	13000076	4/14 MILLAGE DIST 5/14	05/05/14	36991	319,897.51-
00027	H'BURG PUBLIC SCHOOLS	4/14 MILLAGE	02014468	13000077	4/14 MILLAGE DIST 5/14	05/05/14	36992	47,728.07-
H'BURGPUBLIC SCHOOLS								
Sum								367,625.58-
00027	LIBRARY, THE	4/14 MILLAGE	02014468	13000075	4/14 MILLAGE DIST 5/14	05/05/14	36989	16,428.51-
LIBRARY, THE								
Sum								16,428.51-
Sum								482,257.86-

CITY OF HATTIESBURG - MUNICIPAL ROAD & BRIDGE
DOCKET OF CLAIMS Date - 05/14/14
PERIOD ENDING MAY 16, 2014

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE								
00072	BANCORPSOUTH EQUIPMENT F	002-0070193-	02014495	13000134	TRACTOR LEASE PYMT DUE 5/15/14	05/13/14	41118	1,412.41-
BANCORPSOUTH EQUIPMENT F								
Sum								1,412.41-
00072	HOLLIDAY CONSTRUCTION, L	APPL #1	00142516	13000146	CONSTR GORDON CRK DOWNTOWN	05/16/14	237936	64,876.90-
HOLLIDAY CONSTRUCTION, L								
Sum								64,876.90-
00072	NEEL-SCHAFFER INC	1017113-99TG	00142503	13000135	GEN CONSULT VARI PROJECTS	05/16/14	238019	421.65-
00072	NEEL-SCHAFFER INC	1017113-99W	00142506	13000136	SRVS 3/14 WOODLEY SIDEWALKS	05/16/14	238019	572.40-
00072	NEEL-SCHAFFER INC	1017119-02	00142508	13000137	SRVS 3/14 GORDON CK D/T PERMT	05/16/14	238019	993.57-
00072		1017117	00142512	13000138	SRVS MIDTOWN-HARDY ST S 28TH	05/16/14	238019	23,963.95-
00072	NEEL-SCHAFFER INC	107119-01 TA	00142513	13000139	SRVS 3/14 GORDON CRK DESIGN	05/16/14	238019	5,519.95-
NEEL-SCHAFFER INC								
Sum								31,471.52-
00072	PITTMAN,HOWDESHELL,HINTO	042814 LLT	00142504	13000141	SRVS 10/13-1/14 LLT TO MAIN	05/16/14	238043	1,141.62-
00072	PITTMAN,HOWDESHELL,HINTO	042814 4TH S	00142509	13000142	SRVS 7/13-4/14 4TH ST EXP P1	05/16/14	238043	5,059.27-
00072	PITTMAN,HOWDESHELL,HINTO	042814 BROAD	00142510	13000143	SRVS 10/13-1/14 BROAD ST BRDG	05/16/14	238043	1,022.41-
00072	PITTMAN,HOWDESHELL,HINTO	042814 UNETT	00142511	13000144	SRVS 1/13-12/13 UNETTA BRIDGE	05/16/14	238043	1,691.27-
PITTMAN,HOWDESHELL,HINTO								
Sum								8,914.57-
00072	SHOWS DEARMAN & WAITS IN	18013	00142502	13000140	SRVS 3/23-4/26 GORDON CRK	05/16/14	238067	1,062.50-
SHOWSDEARMAN & WAITS IN								
Sum								1,062.50-
00072	WARREN PAVING INC	APPL #13	00142515	13000145	CONST 3/31-4/30 4TH ST PH I	05/16/14	238112	218,693.78-
WARRENPAVING INC								
Sum								218,693.78-
Sum								326,431.68-

CITY OF HATTIESBURG - MASS TRANSIT FUND
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND								
00073	ALLBRITTON CHAIN SAW & L	32143	00142200	13000280	WEEDEATER/SPRAYER REPR PTS	05/16/14	237802	180.85-
ALLBRITTON CHAIN SAW & L								
Sum								180.85-
00073	BARDING GENERATOR & STAR	156143	00141900	13000281	REBUILD FAN MOTOR 16234	05/16/14	237816	185.00-
BARDING GENERATOR & STAR								
Sum								185.00-
00073	CARQUEST AUTO PARTS STOR	14758-24198	00141139	13000305	REPR PTS U#14952,U#14953	05/16/14	237848	35.88-
CARQUEST AUTO PARTS STOR								
Sum								35.88-
00073	CITY OF HATTIESBURG FUND	TRF 1ST 5/14	02014487	13000278	TRF 1ST 5/14 PAYROLL	05/01/14	18767	20,627.99-
00073	CITY OF HATTIESBURG FUND	TRF 2ND 5/14	02014504	13000307	TRF 2ND 5/14 PAYROLL	05/14/14	18801	26,456.05-
CITY OF HATTIESBURG FUND								
Sum								47,084.04-
00073	COMSOUTH	173684	00141984	13000299	INSTALL RADIOS U#19535,U19552	05/16/14	237859	340.00-
COMSOUTH								
Sum								340.00-
00073		8792532	00020143	13000306	SRV Q/E 4-6/14 MASS TRANS	05/16/14	237875	54.00-
DUNAGIN PEST CONTROL(PRE								
Sum								54.00-
00073		RE00618705:0	00141915	13000285	BRAKE REPAIR U#16234	05/16/14	237882	1,257.50-
EMPIRETRUCK SALES (H'BU								
Sum								1,257.50-
00073	G & K SERVICES	1035470256	00142228	13000289	UNIFORMS 3/04 MECHANICS	05/16/14	237902	8.00-
00073		1035472380	00142228	13000290	UNIFORMS 3/11 MECHANICS	05/16/14	237902	8.00-
00073	G & K SERVICES	1035474511	00142228	13000291	UNIFORMS 3/18 MECHANICS	05/16/14	237902	8.00-
00073	G & K SERVICES	1035476655	00142228	13000292	UNIFORMS 3/25 MECHANICS	05/16/14	237902	8.00-
00073	G & K SERVICES	1035470255	00142228	13000293	UNIFORMS 3/04 DRIVERS	05/16/14	237902	43.56-
00073		10357472379	00142228	13000294	UNIFORMS 3/11 DRIVERS	05/16/14	237902	43.56-
00073	G & K SERVICES	1035474510	00142228	13000295	UNIFORMS 3/18 DRIVERS	05/16/14	237902	43.56-
00073	G & K SERVICES	1035476654	00142228	13000296	UNIFORMS 3/25 DRIVERS	05/16/14	237902	43.56-
00073	G & K SERVICES	1035470257	00142409	13000300	MATS 3/04	05/16/14	237902	5.10-
00073		1035472381	00142409	13000301	MATS 3/11	05/16/14	237902	5.10-
00073	G & K SERVICES	1035474512	00142409	13000302	MATS 3/18	05/16/14	237902	5.10-
00073	G & K SERVICES	1035476656	00142409	13000303	MATS 3/25	05/16/14	237902	5.10-

G & KSERVICES								
Sum								226.64-
00073	MOBILITY SYSTEMS INC	4430	00141677	13000284	WHEELCHAIR LIFT REPR U#18570	05/16/14	237993	244.00-
MOBILITY SYSTEMS INC								
Sum								244.00-
00073	MS STATE/TAX COMM/TAX EX	PO#142449 5/	00142449	13000304	TAGS U#19552 & U#19535	05/16/14	238015	24.00-
MS STATE/TAX COMM/TAX EX								
Sum								24.00-
00073	NAPA AUTO PARTS	506481	00142088	13000297	REPR PTS/SUPP VARI BUSES	05/16/14	238017	306.10-
NAPA AUTO PARTS								
Sum								306.10-
00073	REGIONS CARDHOLDER SERVI	7079 4/30/14	00142577	13000308	NELMS-EXPNS ATLANTA 3/30-4/2	05/16/14	238051	704.93-
REGIONS CARDHOLDER SERVI								
Sum								704.93-
00073	ROO POUCH	16573	00142116	13000282	GREEN BIO BAGS FOR BUSES	05/16/14	238054	432.00-
ROO POUCH								
Sum								432.00-
00073	SOUTHERN TIRE MART LLC	11085599	00141577	13000283	TIRES FOR GILLIG/GMC BUSES	05/16/14	238077	3,619.98-
SOUTHERN TIRE MART LLC								
Sum								3,619.98-
00073	WATERS INTERNATIONAL TRU	241260027	00142183	13000298	A/C & AXLE REPR U#18570	05/16/14	238117	768.82-
WATERSINTERNATIONAL TRU								
Sum								768.82-
Sum								55,463.74-

CITY OF HATTIESBURG - COMMUNITY CENTERS' FUND
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND								
00077	BIO SOIL ENHANCHERS, INC	CE ROY CNTR	02014503	13000299	DAMAGE DEPOSIT REFUND	05/16/14	237824	100.00-
BIO SOIL ENHANCHERS, INC								
Sum								100.00-
00077	BROADWAY DRIVE TIRE	091682	00142093	13000280	ALIGNMENT U#11200 COMM CNTRS	05/16/14	237836	59.99-
BROADWAY DRIVE TIRE								
Sum								59.99-
00077	BULLOCK, TENECIA (REFUN	SHERRILL CNT	02014503	13000297	DAMAGE DEPOSIT REFUND	05/16/14	237841	200.00-
BULLOCK, TENECIA (REFUN								
Sum								200.00-
00077	CARQUEST AUTO PARTS STOR	14758-26256	00142094	13000278	REPR PTS U#11200 COMM CNTRS	05/16/14	237848	813.10-
CARQUEST AUTO PARTS STOR								
Sum								813.10-
00077	CITY OF HATTIESBURG FUND	TRF 1ST 5/14	02014467	13000272	TRF 1ST 5/14 PAYROLL	05/01/14	36946	15,845.72-
00077	CITY OF HATTIESBURG FUND	TRF 2ND 5/14	02014504	13000286	TRF 2ND 5/14 PAYROLL	05/14/14	36969	20,878.93-
CITY OF HATTIESBURG FUND								
Sum								36,724.65-
00077		8457	00142095	13000277	OVEN REPAIR CE ROY CENTER	05/16/14	237861	307.37-
COURTNEY'S RESTAURANT EQ								
Sum								307.37-
00077		CULTURAL CNT	02014503	13000296	DAMAGE DEPOSIT REFUND	05/16/14	237867	250.00-
DILLARD, CHERI (REFUNDS								
Sum								250.00-
00077	DUNAGIN PEST CONTROL(PRE	8792507	00020143	13000281	SSRV Q/E 4-6/14 CE ROY CTR	05/16/14	237875	120.00-
00077		8792539	00020143	13000282	SRV Q/E 4-6/14 SHERRILL CN	05/16/14	237875	120.00-
00077	DUNAGIN PEST CONTROL(PRE	8792540	00020143	13000283	SRV Q/E 4-6/14 SIGLER CTR	05/16/14	237875	54.00-
00077	DUNAGIN PEST CONTROL(PRE	8792538	00020143	13000284	SRV Q/E 4-6/14 REC CNTR	05/16/14	237875	54.00-
00077	DUNAGIN PEST CONTROL(PRE	8792513	00020143	13000285	SRV Q/E 4-6/14 CULTURAL CN	05/16/14	237875	54.00-
DUNAGIN PEST CONTROL(PRE								
Sum								402.00-
00077	G & K SERVICES	1035478797	00142560	13000290	UNIFORMS 4/01 COMM CNTRS	05/16/14	237902	43.56-
00077		1035480950	00142560	13000291	UNIFORMS 4/08 COMM CNTRS	05/16/14	237902	43.56-
00077	G & K SERVICES	1035483100	00142560	13000292	UNIFORMS 4/15 COMM CNTRS	05/16/14	237902	43.56-
00077	G & K SERVICES	1035485251	00142560	13000293	UNIFORMS 4/22 COMM CNTRS	05/16/14	237902	43.56-

00077	G & K SERVICES	1035487409	00142560	13000294	UNIFORMS 4/29 COMM CNTRS	05/16/14	237902	43.56-
00077		1035491708	00142560	13000295	UNIFORMS 5/13 COMM CNTRS	05/16/14	237902	43.56-
G & KSERVICES								
Sum								261.36-
00077		499113	00139958	13000274	OUTSIDE LAMPS CULTURAL CENTER	05/16/14	237906	1,124.00-
GARNERLUMLEY ELECTRIC S								
Sum								1,124.00-
00077		254910	00141428	13000275	FOUNTAIN LIGHTS TRAIN DEPOT	05/16/14	237908	440.50-
GILKEYELECTRIC SUPPLY C								
Sum								440.50-
00077		CE ROY CNTR	02014503	13000298	DAMAGE DEPOSIT REFUND	05/16/14	237917	100.00-
GRIFFIN, CAMMI (REFUNDS								
Sum								100.00-
00077	MID SOUTH GLASS INC	0040059	00141674	13000276	FRONT DOOR REPR SIGLER CENTER	05/16/14	237987	82.00-
MID SOUTH GLASS INC								
Sum								82.00-
00077	MS POWER COMPANY	5/14 COMM CN	00201415	13000287	MNTHLY ELEC-COMM CNTRS	05/16/14	238013	2,501.44-
MS POWER COMPANY								
Sum								2,501.44-
00077	NEEL-SCHAFFER INC	1017113 TASK	00137287	13000300	FOUNDATION REPR SHERRILL CNTR	05/16/14	238019	1,027.17-
NEEL-SCHAFFER INC								
Sum								1,027.17-
00077		3001071566	00142558	13000289	MAINT 5/14 CULTURAL CENTER	05/16/14	238089	850.87-
THYSSENKRUPP ELEVATOR CO								
Sum								850.87-
00077	WILLMUT GAS & OIL COMPAN	5/14 COMM CN	00201415	13000288	MNTHLY GAS-COMM CNTRS	05/16/14	238122	206.13-
WILLMUT GAS & OIL COMPAN								
Sum								206.13-
Sum								45,450.58-

CITY OF HATTIESBURG - 09 WATER METER PROJ FUND
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
09 WATER METER PROJ FUND								
00078	UWS INC	1518(B)	00142490	13000001	METER TESTING AND REPAIR	05/16/14	238103	33,871.00-
UWS INC								
Sum								33,871.00-
Sum								33,871.00-

CITY OF HATTIESBURG - COMMUNITY DEVELOP. BLOCK GRANT
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT								
00082	BREAKTHROUGH COMMUNITY S	01	00142386	13000199	108 E 8TH EMEG RPR DRAW#1	05/08/14	36964	5,500.00-
BREAKTHROUGH COMMUNITY S								
Sum								5,500.00-
00082	CITY OF HATTIESBURG FUND	TRF 1ST 5/14	02014467	13000191	TRF 1ST 5/14 PAYROLL	05/01/14	36954	6,649.02-
00082	CITY OF HATTIESBURG FUND	TRF 2ND 5/14	02014504	13000204	TRF 2ND 5/14 PAYROLL	05/14/14	36970	8,368.74-
CITY OF HATTIESBURG FUND								
Sum								15,017.76-
00082	EATON, KERMAS	PETTY CASH 4	00142120	13000193	PETTY CASH CDBG DEPT	05/16/14	237877	57.00-
EATON,KERMAS								
Sum								57.00-
00082	FUELMAN OF MS	BG127044 NP4	00142402	13000201	FUEL CHGS 4/17/14	05/16/14	237897	52.22-
FUELMAN OF MS								
Sum								52.22-
00082	H'BURG AMERICAN ACCT #1	H12998 45498	00142569	13000206	PROOFS PUBLICATION CDBG	05/16/14	237920	80.69-
H'BURGAMERICAN ACCT #1								
Sum								80.69-
00082		TRAVEL REIMB	00142378	13000202	EXPNS APA 50TH YR CELEBA JKSN	05/16/14	237952	60.00-
00082	JORDAN, KEVIN	TRAVEL REIMB	00142592	13000205	EXPNS HOUSING CONF JACKSON	05/16/14	237953	366.26-
JORDAN, KEVIN								
Sum								426.26-
00082	OFFICE DEPOT INC	707246193001	00141510	13000194	OFICE SUPP CDBG/HOME PROGRAMS	05/16/14	238024	9.06-
00082	OFFICE DEPOT INC	707246194001	00141510	13000195	OFFICE SUPP CDBG/HOME PROGRAM	05/16/14	238024	92.23-
OFFICEDEPOT INC								
Sum								101.29-
00082	PINE BELT COMMUNITY SERV	05/06/14	00142388	13000197	MEALS PROG, FOOD STIPENDS DR#5	05/08/14	36962	2,682.20-
PINE BELT COMMUNITY SERV								
Sum								2,682.20-
00082	RJ YOUNG COMPANY	INV335974	00142403	13000203	COPIER 3/28-4/27 CDBG/HOME	05/16/14	238052	187.22-
RJ YOUNG COMPANY								
Sum								187.22-
00082	SMITH'S REMODELING	04/28/14	00142387	13000198	208W 7TH RPR WINDOWS PAINT DR4	05/08/14	36963	5,000.00-
00082	SMITH'S REMODELING	04/28/14	00142384	13000200	605 BROAD REWIRING HOME DR #1	05/08/14	36965	8,000.00-

SMITH'S REMODELING	
Sum	13,000.00-
Sum	37,104.64-

CITY OF HATTIESBURG - INDUSTRIAL PARK DEVELOPMENT
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
INDUSTRIAL PARK DEVELOPMENT								
00087	AREA DEVELOPMENT PARTNER	3462 17968	00142556	13000036	REIMB EXPNS SHOWS & DEARMAN	05/16/14	237809	539.26-
AREA DEVELOPMENT PARTNER								
Sum								539.26-
00087	PARKER'S LANDSCAPE SERV	15614	00142608	13000041	LANDSCAPE MAINT/SUPP IND PK	05/16/14	238027	190.44-
PARKER'S LANDSCAPE SERV								
Sum								190.44-
00087	SHOWS DEARMAN & WAITS IN	18009	00142619	13000037	SERVS IND PK PROJECT SPOKE	05/16/14	238067	2,770.00-
00087	SHOWS DEARMAN & WAITS IN	17956	00142615	13000038	SRVS IND PK PROJECT SPOKE	05/16/14	238067	1,402.50-
SHOWSDEARMAN & WAITS IN								
Sum								4,172.50-
00087	SOUTHGROUP (HATTIESBURG	44088	00142620	13000039	LIABILITY INS IND PARK	05/16/14	238079	6,732.00-
00087	SOUTHGROUP (HATTIESBURG	44086	00142621	13000040	DIRECTORS/OFFICERS INSURANCE	05/16/14	238079	1,900.00-
SOUTHGROUP (HATTIESBURG								
Sum								8,632.00-
Sum								13,534.20-

CITY OF HATTIESBURG - TIF CONSTRUCTION
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TIF CONSTRUCTION								
00091	BUTLER,SNOW,O'MARA,STEVE	04/10/14	00142250	13000002	BOND ISSUE COSTS-SO POINTE	05/01/14	18771	72,000.00-
BUTLER,SNOW,O'MARA,STEVE								
Sum								72,000.00-
00091	CITY OF HATTIESBURG FUND	5/2014	02014501	13000011	TRF FUNDS	05/13/14	18800	247,924.00-
CITY OF HATTIESBURG FUND								
Sum								247,924.00-
00091	GOVERNMENT CONSULTANTS I	142251	00142251	13000006	CONSULTANT FEES SO POINTE TIF	05/01/14	18776	52,000.00-
GOVERNMENT CONSULTANTS I								
Sum								52,000.00-
00091	POINTE PROPERTIES LLC	142245	00142245	13000005	DEVEL COST/PHASE II SO POINTE	05/01/14	18774	1,612,777.00-
POINTEPROPERTIES LLC								
Sum								1,612,777.00-
00091	SOUTHERN DEVELOPMENT RES	142253	00142253	13000004	DEVEL COST PHASE II/SO POINTE	05/01/14	18773	438,573.00-
SOUTHERN DEVELOPMENT RES								
Sum								438,573.00-
00091	TRUSTMARK NATIONAL BANK/	4/10/14	00142248	13000001	BOND ACCEPTANCE FEE	05/01/14	18770	1,250.00-
00091	TRUSTMARK NATIONAL BANK/	4/10/14	00142248	13000001	BOND ACCEPTANCE FEE	05/01/14	18770	1,250.00
00091	TRUSTMARK NATIONAL BANK/	142248	00142248	13000007	BOND ACCEPTANCE FEE-SO POINTE	05/01/14	18777	1,250.00-
00091	TRUSTMARK NATIONAL BANK/	4/10/14	00142518	13000010	AGENT FEES 4/10/14-3/31/15	05/13/14	18799	1,250.00-
TRUSTMARK NATIONAL BANK/								
Sum								2,500.00-
Sum								2,425,774.00-

CITY OF HATTIESBURG - GROUPINSURANCE TRUST FUND
DOCKET OF CLAIMS
PERIOD ENDING MAY 16, 2014

Date - 05/14/14

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GROUPINSURANCE TRUST FUND								
00109	CITY OF HATTIESBURG FUND	TRF HENRY,HO	02014457	72	TRF HENRY/HOLLOWAY VISION	05/14/14	36968	51.72-
CITY OF HATTIESBURG FUND								
Sum								51.72-
Sum								51.72-

City of Hattiesburg, MS

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

Meeting Agenda

Tuesday, May 20, 2014

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item VI.-20 at the request of the Administration as follows:

VI.-20 2014-1140

Authorize Mayor to execute quadruple original Memorandum of Understanding between City of Hattiesburg and the Mississippi Transportation Commission for the 2014 MS Department of Transportation, Urban Youth Corp Grant in the amount of $25,000.00.

Attachments: Urban Youth Corps MOU 2014 - Hattiesburg

UYC 2014 Award Letter - Hattiesburg

Amend Policy Agenda Items VI.-6, VI.-7, VI.-8 and VI.-9 at the request of the Administration to read as follows:

VI.-6 2014-1114

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1406 Cherry Street (Parcel #038G-15-216.00, PPIN #13713, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8: Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Attachments: May PC Minutes (DRAFT)

Staff Summary - William Carey (Rezoning and Use Permit (I))

Image Sheet - William Carey (IJ)

Ordinance - William Carey (I)

VI.-7 2014-1115

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1412 Cherry Street (Parcel #2-038G-15-221.00, PPIN #13715, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Attachments: May PC Minutes (DRAFT)

Staff Summary - William Carey (Rezoning and Use Permit (J))

Image Sheet - William Carey (IJ)

Ordinance - William Carey (J)

VI.-8 2014-1111

APPROVE or DENY to Adopt Ordinances for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1506 Cherry Street (Parcel #038G-15-231.00, PPIN #13777, Ward 5), 1508 ½ Cherry Street (Parcel #038G-15-232.00, PPIN #13779, Ward 5) and an undeveloped lot along Shelton Avenue (Parcel #038H-15-171.00, PPIN #13776, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Attachments:
- May PC Minutes (DRAFT)
- Image Sheet - William Carey (CDE)
- Staff Summary - William Carey (Rezoning and Use Permit (C))
- Staff Summary - William Carey (Rezoning and Use Permit (D))
- Staff Summary - William Carey (Rezoning and Use Permit (E))
- Ordinance - William Carey (C)
- Ordinance - William Carey (D)
- Ordinance - William Carey (E)

VI.-9 2014-1112

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 609 Shelton Avenue (Parcel #038G-15-237.00, PPIN #13785, Ward 5), 611 Shelton Ave (Parcel #038G-15-235.00, PPIN #13787, Ward 5) and 311 County Drive (Parcel #038G-15-236.00, PPIN #13786, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesbur Planning Commission recommended to APPROVE on May 7, 2014.

Attachments:
- May PC Minutes (DRAFT)
- Image Sheet - William Carey (FGH)
- Staff Summary - William Carey (Rezoning and Use Permit (F))
- Staff Summary - William Carey (Rezoning and Use Permit (G))
- Staff Summary - William Carey (Rezoning and Use Permit (H))
- Ordinance - William Carey (F)
- Ordinance - William Carey (G)
- Ordinance - William Carey (H)

And, Add Routine Agenda Item VII.-16 at the request of the Administration as follows:

VII.-16 2014-1141

Approve Specifications and Authorize Publication of Advertisement for Building Materials and Supplies for the 4th Street Medical Clinic

Attachments: 05-20-Advertise Medical Clinic Supplies

City of Hattiesburg, MS

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

Meeting Agenda

Tuesday, May 20, 2014

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Items VI.-18 and VI.-19 at the request of the Administration as follows:

VI.-18 2014-1138

Authorize the Mayor to sign a Subordination Agreement allowing for the refinance of a mortgage on a property that is within the affordability period associated with a Down Payment Assistance award.

Attachments: Subordination Agreement - 103 Landon Lane - Elizabeth Hall - 5-20-2014

executed Subordination Agreement - 103 Landon Lane - Elizabeth Hall - 5-20-2

VI.-19 2014-1139

Authorize Mayor to execute in triplicate Budget Modification No. 9 for KCDBG Grant #R-110-205-02-GZ on the James Street Water Plant project to extend the contract date to August 30, 2014 to allow for closeout and final monitoring, and to increase Local/Private funds by $19,750.70.

Attachments: Hattiesburg 02-GZ #9 - Budget Modification

executed Hattiesburg 02-GZ #9 - Budget Modification

And, Remove Routine Agenda Item VII.-7 at the request of the Administration.

City of Hattiesburg, MS

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

Master

File Number: 2014-1138

File ID: 2014-1138 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/15/2014

Brief Title: DPA Subordination Agreement - Hall - 103 Landon Lane **Final Action:** 05/20/2014

Minute Book Number: MB2014-144

Title:

Authorize the Mayor to sign a Subordination Agreement allowing for the refinance of a mortgage on a property that is within the affordability period associated with a Down Payment Assistance award.

Notes:

Sponsors: **Enactment Date:**

Attachments: Subordination Agreement - 103 Landon Lane - Elizabeth Hall - 5-20-2014, executed Subordination Agreement - 103 Landon Lane - Elizabeth Hall - 5-20-2014 **Enactment Number:**

Contact: **Meeting Date:** 05/20/2014

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	05/20/2014					
1	City Council	05/20/2014	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize the Mayor to sign a Subordination Agreement allowing for the refinance of a mortgage on a property that is within the affordability period associated with a Down Payment Assistance award.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2014-1138

Title

Authorize the Mayor to sign a Subordination Agreement allowing for the refinance of a mortgage on a property that is within the affordability period associated with a Down Payment Assistance award.

Summary

DPA Subordination Agreement - Hall - 103 Landon Lane

Budget Information

Expenditure Type

Purchasing Item

Publication Information

THIS INSTRUMENT PREPARED BY:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

Indexing Instructions: The property described in this instrument is situated in Lot 2, Block 3, J.L. McDaniel, Forrest County, Mississippi. Please index accordingly in the sectional index.

RETURN TO:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

STATE OF MISSISSIPPI

COUNTY OF FORREST

SUBORDINATION AGREEMENT

The undersigned is the holder and owner of a Deed of Trust made by **Elizabeth A. Hall**, (hereinafter referred to as "Borrower"), dated May 8,2009, and recorded in Land Deed of Trust Book 1702 at Page 320, in the office of the Chancery Clerk of Forrest County, Mississippi, which was made to secure an indebtedness of $20,000.00.

The said Borrower has made a loan in the amount of $33,000.00 secured by a deed of trust in favor of The First, a National Banking Association, (hereinafter referred to as "Lender"), dated _____, 2014, and recorded in Land Deed of Trust Book _____ at Page _____, in the office of the Chancery Clerk of Forrest County, Mississippi, the said Lender shall have a first position to the undersigned's deed of trust securing the said real property as to the following described real property only, to-wit:

Lot 2, Block 3, J. L. MCDANIEL SUBDIVISION of the City of Hattiesburg, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging..

THEREFORE, IN CONSIDERATION of value received, the receipt of which is hereby acknowledged and confessed, the undersigned, **The City of Hattiesburg,** does hereby waive and subordinate all right, title, or other interest under said outstanding deed of trust set forth above, or otherwise, in or to the real property specifically described above, as against said loan to be so made by the said lender, so that the deed of trust executed by the Borrowers to **The City of Hattiesburg**, shall convey title to said property superior to the indebtedness to the undersigned. This subordination agreement shall be binding upon the heirs and assigns of the undersigned, and shall operate to the benefit of the Lender in said deed of trust, the successors and assigns, and of any purchaser at any foreclosure sale thereunder, and shall apply with like force and effect to any renewal thereof.

The said outstanding deed of trust now held by the undersigned shall remain otherwise in full force and effect, the waiver and subordination herein provided being limited in application to the loan set forth herein, and any renewal thereof.

WITNESS the Signature of an officer of The City of Hattiesburg on this _____ day of _____, 2014.

CITY OF HATTIESBURG

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this _____day of _____, 2014, within my jurisdiction, the within _____, who acknowledged that he/she is _____ of **CITY OF HATTIESBURG** and that for and on behalf of the said company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES:

THIS INSTRUMENT PREPARED BY:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

Indexing Instructions: The property described in this instrument is situated in Lot 2, Block 3, J.L. McDaniel, Forrest County, Mississippi. Please index accordingly in the sectional index.

RETURN TO:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

STATE OF MISSISSIPPI

COUNTY OF FORREST

SUBORDINATION AGREEMENT

The undersigned is the holder and owner of a Deed of Trust made by **Elizabeth A. Hall,** (hereinafter referred to as "Borrower"), dated May 8,2009, and recorded in Land Deed of Trust Book 1702 at Page 320, in the office of the Chancery Clerk of Forrest County, Mississippi, which was made to secure an indebtedness of $20,000.00.

The said Borrower has made a loan in the amount of $33,000.00 secured by a deed of trust in favor of The First, a National Banking Association, (hereinafter referred to as "Lender"), dated _____, 2014, and recorded in Land Deed of Trust Book _____ at Page _____, in the office of the Chancery Clerk of Forrest County, Mississippi, the said Lender shall have a first position to the undersigned's deed of trust securing the said real property as to the following described real property only, to-wit:

Lot 2, Block 3, J. L. MCDANIEL SUBDIVISION of the City of Hattiesburg, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging..

THEREFORE, IN CONSIDERATION of value received, the receipt of which is hereby acknowledged and confessed, the undersigned, **The City of Hattiesburg,** does hereby waive and subordinate all right, title, or other interest under said outstanding deed of trust set forth above, or otherwise, in or to the real property specifically described above, as against said loan to be so made by the said lender, so that the deed of trust executed by the Borrowers to **The City of Hattiesburg,** shall convey title to said property superior to the indebtedness to the undersigned. This subordination agreement shall be binding upon the heirs and assigns of the undersigned, and shall operate to the benefit of the Lender in said deed of trust, the successors and assigns, and of any purchaser at any foreclosure sale thereunder, and shall apply with like force and effect to any renewal thereof.

The said outstanding deed of trust now held by the undersigned shall remain otherwise in full force and effect, the waiver and subordination herein provided being limited in application to the loan set forth herein, and any renewal thereof.

WITNESS the Signature of an officer of The City of Hattiesburg on this 20th day of May, 2014.

CITY OF HATTIESBURG

By: Johnny L. Dupree

Its: Mayor

STATE OF Mississippi

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said County and State, on this 20th day of May, 2014, within my jurisdiction, the within Johnny L. Dupree, who acknowledged that he/she is Mayor of **CITY OF HATTIESBURG** and that for and on behalf of the said company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

NOTARY PUBLIC

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

MY COMMISSION EXPIRES:

File No. 14-05-410

City of Hattiesburg, MS

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

Master

File Number: 2014-1139

File ID: 2014-1139 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/19/2014

Brief Title: Authorize Mayor to execute in triplicate Budget Modification No. 9 for KCDBG Grant #R-110-205-02-GZ on the James Street Water Plant project.

Final Action: 05/20/2014

Minute Book Number: MB2014-144

Title:

Authorize Mayor to execute in triplicate Budget Modification No. 9 for KCDBG Grant #R-110-205-02-GZ on the James Street Water Plant project to extend the contract date to August 30, 2014 to allow for closeout and final monitoring, and to increase Local/Private funds by $19,750.70.

Notes:

Sponsors: **Enactment Date:**

Attachments: Hattiesburg 02-GZ #9 - Budget Modification, executed Hattiesburg 02-GZ #9 - Budget Modification

Enactment Number:

Contact: **Meeting Date:** 05/20/2014

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	05/20/2014					
1	City Council	05/20/2014	Authorize				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Authorize Mayor to execute in triplicate Budget Modification No. 9 for KCDBG Grant #R-110-205-02-GZ on the James Street Water Plant project to extend the contract date to August 30, 2014 to allow for closeout and final monitoring, and to increase Local/Private funds by $19,750.70.

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

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

Nays: 0

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

Text of Legislative File 2014-1139

Title

Authorize Mayor to execute in triplicate Budget Modification No. 9 for KCDBG Grant #R-110-205-02-GZ on the James Street Water Plant project to extend the contract date to August 30, 2014 to allow for closeout and final monitoring, and to increase Local/Private funds by $19,750.70.

Summary

Authorize Mayor to execute in triplicate Budget Modification No. 9 for KCDBG Grant #R-110-205-02-GZ on the James Street Water Plant project.

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.	2. Effective Date 12-31-13	
	3. Contract Number:	Grant Number:
City of Hattiesburg	R-110-205-02-GZ	R-110-205-02-GZ
200 Forrest Street	4. Modification Number: 9	
Hattiesburg, MS 39403	5. Grant Identifier: (Funding Source & Year) CDFA# 14.219 & 14.228	
	6. Beginning & Ending Dates: 08-08-08 / 8-30-14	
601-545-4501	7. Page 1 of 3	

8. As a result of this Modification, funds obligated are changed as follows:

	KCDBG	Other: Federal	Other: Local/Private
From	$ 2,499,258.65		$ 2,853,186.68
To	$ 2,499,258.65		$ 2,872,937.38
Increase of	$ -		$ 19,750.70
Decrease of	$ -		

9. The above recipient is hereby modified as follows: This budget mod is to extend the contract date to allow for close out and final monitoring, and to increase Local/Private funds by $19,750.70.

10. Except a hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency:	12. Approved for Recipient:
Signature Date	Signature Date
Name: Daron Wilson	Name: Johnny Dupree
Title: Chief Operating Officer	Title: Mayor

MDA DRD

BUDGET MODIFICATION WORKSHEET

Recipient: City of Hattiesburg Contract Number: R-110-205-02-GZ

Note: List CDBG Funds where changes are made.

Activity	Current Budget	Proposed Budget	Change (+/-)
Administration	40,000.00	40,000.00	
Architect/Engineering	211,310.00	211,310.00	
Contingency		0.00	
Water Treatment Plant	2,004,771.99	2,004,771.99	0.00
Water Well	243,176.66	243,176.66	
	Total	**Total**	**Total**
	2,499,258.65	**2,499,258.65**	**0.00**

Katrina Supplemental CDBG Program
Budget Summary

Applicant: City of Hattiesburg

Funding Year: 2006 Grant Year: _____ Contract: #R-110-205-02-GZ

Description	MDA	IDIS		Other Funding Sources			
Administration			Katrina CDBG				Total
General Administration			36,000.00	34,000.00			70,000.00
Application Prep			4,000.00	6,000.00			10,000.00
Audit							0.00
Subtotal (A)			40,000.00	40,000.00		0.00	80,000.00

Description	MDA	IDIS		Other Funding Sources			
Public Facilities			KATRINA CDBG				Total
Architectural/Engineering			211,310.00	402,668.04			613,978.04
Construction of Public Building							
Contingency							0.00
Water Treament			2,004,771.99	2,004,772.00			4,009,543.99
Water Well			243,176.66	425,497.34			668,674.00
Subtotal (B)			2,459,258.65	2,832,937.38	0.00	0.00	5,292,196.03
Grant Total (A + B)			2,499,258.65	2,872,937.38			5,372,196.03

Katrina CDBG Suppemental funds cannot be used for any activity or which funds have been made available by any Federal Agency including FEMA or the Army Corps of Engineers.

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.	2. Effective Date 12-31-13	
	3. Contract Number: R-110-205-02-GZ	Grant Number: R-110-205-02-GZ
City of Hattiesburg 200 Forrest Street	4. Modification Number: 9	
Hattiesburg, MS 39403	5. Grant Identifier: (Funding Source & Year) CDFA# 14.219 & 14.228	
	6. Beginning & Ending Dates: 08-08-08 / 8-30-14	
601-545-4501	7. Page 1 of 3	

8. As a result of this Modification, funds obligated are changed as follows:

	KCDBG	Other: Federal	Other: Local/Private
From	$ 2,499,258.65		$ 2,853,186.68
To	$ 2,499,258.65		$ 2,872,937.38
Increase of	$ -		$ 19,750.70
Decrease of	$ -		

9. The above recipient is hereby modified as follows: This budget mod is to extend the contract date to allow for close out and final monitoring, and to increase Local/Private funds by $19,750.70.

10. Except a hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency:	12. Approved for Recipient:
Signature Date	Signature 5-20-14 Date
Name: Daron Wilson	Name: Johnny Dupree
Title: Chief Operating Officer	Title: Mayor

MDA DRD

BUDGET MODIFICATION WORKSHEET

Recipient: City of Hattiesburg Contract Number: R-110-205-02-GZ

Note: List CDBG Funds where changes are made.

Activity	Current Budget	Proposed Budget	Change (+/-)
Administration	40,000.00	40,000.00	
Architect/Engineering	211,310.00	211,310.00	
Contingency		0.00	
Water Treatment Plant	2,004,771.99	2,004,771.99	0.00
Water Well	243,176.66	243,176.66	
	Total	**Total**	**Total**
	2,499,258.65	**2,499,258.65**	**0.00**

Katrina Supplemental CDBG Program
Budget Summary

Applicant: City of Hattiesburg

Funding Year: 2006 Grant Year: _____ Contract: #R-110-205-02-GZ

Description	MDA	IDIS		Other Funding Sources			
Administration			Katrina CDBG				Total
General Administration			36,000.00	34,000.00			70,000.00
Application Prep			4,000.00	6,000.00			10,000.00
Audit							0.00
Subtotal (A)			40,000.00	40,000.00		0.00	80,000.00

Description	MDA	IDIS		Other Funding Sources			
Public Facilities			KATRINA CDBG				Total
Architectural/Engineering			211,310.00	402,668.04			613,978.04
Construction of Public Building							
Contingency							0.00
Water Treament			2,004,771.99	2,004,772.00			4,009,543.99
Water Well			243,176.66	425,497.34			668,674.00
Subtotal (B)			2,459,258.65	2,832,937.38	0.00	0.00	5,292,196.03
Grant Total (A + B)			2,499,258.65	2,872,937.38			5,372,196.03

Katrina CDBG Suppemental funds cannot be used for any activity or which funds have been made available by any Federal Agency including FEMA or the Army Corps of Engineers.

City of Hattiesburg, MS

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

Meeting Agenda

Tuesday, May 20, 2014

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item VI.-20 at the request of the Administration as follows:

VI.-20 2014-1140

Authorize Mayor to execute quadruple original Memorandum of Understanding between City of Hattiesburg and the Mississippi Transportation Commission for the 2014 MS Department of Transportation, Urban Youth Corp Grant in the amount of $25,000.00.

Attachments: Urban Youth Corps MOU 2014 - Hattiesburg

UYC 2014 Award Letter - Hattiesburg

executed Urban Youth Corps MOU 2014 - Hattiesburg

Amend Policy Agenda Items VI.-6, VI.-7, VI.-8 and VI.-9 at the request of the Administration to read as follows:

VI.-6 2014-1114

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1406 Cherry Street (Parcel #038G-15-216.00, PPIN #13713, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8: Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Attachments: May PC Minutes (DRAFT)

Staff Summary - William Carey (Rezoning and Use Permit (I))

Image Sheet - William Carey (IJ)

Ordinance - William Carey (I)

executed Ordinance - William Carey (I) ORD#3128

VI.-7 2014-1115

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1412 Cherry Street (Parcel #2-038G-15-221.00, PPIN #13715, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Attachments:
May PC Minutes (DRAFT)
Staff Summary - William Carey (Rezoning and Use Permit (J))
Image Sheet - William Carey (IJ)
Ordinance - William Carey (J)
executed Ordinance - William Carey (J) ORD#3129

VI.-8 2014-1111

APPROVE or DENY to Adopt Ordinances for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1506 Cherry Street (Parcel #038G-15-231.00, PPIN #13777, Ward 5), 1508 ½ Cherry Street (Parcel #038G-15-232.00, PPIN #13779, Ward 5) and an undeveloped lot along Shelton Avenue (Parcel #038H-15-171.00, PPIN #13776, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Attachments:
May PC Minutes (DRAFT)
Image Sheet - William Carey (CDE)
Staff Summary - William Carey (Rezoning and Use Permit (C))
Staff Summary - William Carey (Rezoning and Use Permit (D))
Staff Summary - William Carey (Rezoning and Use Permit (E))
Ordinance - William Carey (C)
Ordinance - William Carey (D)
Ordinance - William Carey (E)
executed Ordinance - William Carey (C) ORD#3130
executed Ordinance - William Carey (D) ORD#3131
executed Ordinance - William Carey (E) ORD#3132

VI.-9 2014-1112

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 609 Shelton Avenue (Parcel #038G-15-237.00, PPIN #13785, Ward 5), 611 Shelton Ave (Parcel #038G-15-235.00, PPIN #13787, Ward 5) and 311 County Drive (Parcel #038G-15-236.00, PPIN #13786, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesbur Planning Commission recommended to APPROVE on May 7, 2014.

Attachments:
- May PC Minutes (DRAFT)
- Image Sheet - William Carey (FGH)
- Staff Summary - William Carey (Rezoning and Use Permit (F))
- Staff Summary - William Carey (Rezoning and Use Permit (G))
- Staff Summary - William Carey (Rezoning and Use Permit (H))
- Ordinance - William Carey (F)
- Ordinance - William Carey (G)
- Ordinance - William Carey (H)
- executed Ordinance - William Carey (F) ORD#3133
- executed Ordinance - William Carey (G) ORD#3134
- executed Ordinance - William Carey (H) ORD#3135

And, Add Routine Agenda Item VII.-16 at the request of the Administration as follows:

VII.-16 2014-1141

Approve Specifications and Authorize Publication of Advertisement for Building Materials and Supplies for the 4th Street Medical Clinic

Attachments: 05-20-Advertise Medical Clinic Supplies

City of Hattiesburg, MS

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

Master

File Number: 2014-1140

File ID: 2014-1140 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/19/2014

Brief Title: MDOT UYC Grant 2014 MOU **Final Action:** 05/20/2014

Minute Book Number: MB2014-144

Title:

Authorize Mayor to execute quadruple original Memorandum of Understanding between City of Hattiesburg and the Mississippi Transportation Commission for the 2014 MS Department of Transportation, Urban Youth Corp Grant in the amount of $25,000.00.

Notes: Four Copies of MOU to be signed and Returned to MDOT with copy of Council minutes

Sponsors: **Enactment Date:**

Attachments: Urban Youth Corps MOU 2014 - Hattiesburg, UYC 2014 Award Letter - Hattiesburg, executed Urban Youth Corps MOU 2014 - Hattiesburg

Enactment Number:

Contact: **Meeting Date:** 05/20/2014

Drafter: Ann Jones **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	05/20/2014					
1	City Council	05/20/2014	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize Mayor to execute quadruple original Memorandum of Understanding between City of Hattiesburg and the Mississippi Transportation Commission for the 2014 MS Department of Transportation, Urban Youth Corp Grant in the amount of $25,000.00.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2014-1140

Title

Authorize Mayor to execute quadruple original Memorandum of Understanding between City of Hattiesburg and the Mississippi Transportation Commission for the 2014 MS Department of Transportation, Urban Youth Corp Grant in the amount of $25,000.00.

Summary

MOU Agreement

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM OF UNDERSTANDING

THE MISSISSIPPI TRANSPORTATION COMMISSION

AND

CITY OF HATTIESBURG

This Agreement is made by and between the Mississippi Transportation Commission (hereinafter "the Commission"), by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT") and the City of Hattiesburg, Forrest County, Mississippi, hereinafter the Local Public Agency("LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize special Federal Surface Transportation Program-Transportation Enhancement Funds (STP-TE) provided by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and subsequent acts to complete the proposed project as described below:

PROJECT DESCRIPTION: 2014 Urban Youth Corps program of highway beautification along Hwy 49 North from Interstate 59 to the city limit line and areas along Hwy 49 South from Interstate 59 to the city limit line, (hereinafter referred to as "the Project").

WHEREAS, the LPA has been selected by the Commission for an URBAN YOUTH CORPS TRANSPORTATION ENHANCEMENT PROJECT and allocated a maximum of $25,000 in (STP-TE) federal funds for the Project; and

WHEREAS, the LPA desires assistance from the MDOT in the development and implementation of a Summer Youth Employment Program (Urban Youth Corps Program) to provide meaningful transportation enhancement related work experience to youths; and

WHEREAS, the LPA has submitted a project proposal to the MDOT describing the project scope and budget which is herein incorporated and made a part of this Agreement as "Attachment A;" and

WHEREAS, the Commission is a body corporate under the laws of the State of Mississippi with the authority to enter into contracts necessary for the proper discharge of its functions and duties, whose orders and policies are carried out by MDOT; and

WHEREAS, the LPA is a body public with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the LPA's functions covered under this Agreement; and

WHEREAS, the LPA certifies that they know of no legal impediments to the completion of the project; and

WHEREAS, it is understood that conditions presented herein are general in nature with details and specific requirements contained in MDOT Standard Operating Procedures and the Federal Aid Policy Guide adopted by the Federal Highway Administration (hereinafter "FHWA").

WHEREAS, the LPA shall not receive reimbursement IF any information regarding the Urban Youth Corps or information pertaining to the funding by the Urban Youth Corps is released to the press without the written approval by MDOT; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

SECTION 1. THE LPA WILL:

(a) be responsible for the planning, coordination, and implementation of the Urban Youth Corps Program (Transportation Enhancement) Project.
(b) be responsible for the recruitment, hiring, training, supervision, and payroll for the youths.
(c) be responsible for preparing all necessary landscaping design, drawing, and design plans for the proposed Project.
(d) be responsible for coordinating the Urban Youth Corps project with MDOT's district Resident/Maintenance Engineers (through the MDOT district's District Engineer) if the Project includes work on highway rights-of-way.
(e) obtain all required permits.
(f) be responsible for purchasing all supplies, plant materials, shrubbery, trees, etc. necessary for the project.
(g) be responsible for traffic control for work zone areas.
(h) be responsible for the transportation to be used for transporting the youths to and from the worksite.
(i) be responsible for all equipment, site preparation, water tanks, etc.
(j) be responsible for having life skills training sessions that will require a minimum of 10% of the participants work time, to improve the youths' communication skills, work ethics, attitude, and ecology/environmental awareness.
(k) be responsible for providing training in all aspects of safety including orientation on the safe use of appropriate tools and equipment necessary for the implementation of the Project.
(l) be responsible for submitting an itemized budget for the Project;
(m) be responsible for submitting a final report on the accomplishments, with recommendations for future improvement in the implementation of the program.
(n) if requested, arrange with the MDOT for, and conduct, a final inspection of the Project.
(o) include as an attachment to the LPA's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement;
(p) provide to the MDOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished, or obtained by or for the LPA or its agent under the terms of this Agreement;
(q) retain all records dealing with the Project for three (3) years after final payment or until final audit findings have been resolved, whichever is longer, and such records will be made available to the MDOT upon request;

(r) to the extent permitted by existing Mississippi law, the LPA hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the LPA's part, or the part of any employee or agent of the LPA in performance of the work undertaken under this Agreement.

(s) acknowledge MDOT and FHWA in any news releases or other promotional material for their participation in the Project by using the approved, attached news release provided by MDOT. The project sponsor shall notify the LPA Division and Public Affairs Divisions of MDOT of any ceremonies related to the beginning or opening of the completed Project and a plaque or sign shall be erected as part of the construction identifying the FHWA and MDOT as providing funding.

(t) comply with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified at Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq*., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat. 3359, as amended.

SECTION 2. THROUGH MDOT THE COMMISSION WILL:

(a) provide funding for the Project as set forth by this agreement.
(b) reimburse the LPA for 80% percent of all allowable expenditures for the Project, up to the amount of federal funds awarded by Commission.
(c) assist the LPA in identifying and selecting appropriate projects in the participant's community.
(d) assist with any required environmental documents.

SECTION 3. ENROLLMENT CRITERIA FOR MEMBERS OF YOUTH CORPS

Youths who are enrolled in this program must be from 16 to 25 years of age, inclusive, at the time the individual begins the term of service. Participating youths must also be citizens or nationals of the U.S. or lawful permanent resident aliens of the U.S. and must be enrolled in high school or college or have agreed to enroll for a high school diploma or its equivalent and/or college.

SECTION 4. DEADLINE FOR EXPENSES INCURRED

MDOT will not reimburse expenses incurred by the LPA, for this Project, after October 31, 2014. MDOT will consider written requests submitted by the LPA for an extension of this deadline.

SECTION 5. URBAN YOUTH CORPS PROJECT

An Urban Youth Corps Project is a youth employment and training service program that: (1) offers meaningful and productive summer work in urban public works or transportation settings; (2) gives the participants a mix of work experience and on-the-job training that includes a minimum of 10% of the participants' time for basic and life skills, education, training, etc.; and (3) provides the youths with an opportunity to develop citizenship values and skills through service to their communities and the State of Mississippi.

SECTION 6. PAYMENT BY THE STATE

The MDOT will make payment to the LPA for a maximum of 80% percent of eligible reasonable costs incurred by the LPA, up to MDOT's maximum funding for the Project based on a valid invoice submitted by the LPA to the MDOT. A valid invoice is considered an invoice from the LPA to MDOT and supported by suppliers' invoices and LPA financial records. Such invoices will be certified as true and correct by LPA and submitted to the MDOT. The LPA will submit only a final invoice for payment with all necessary documentation to establish proper payment by the MDOT. From this final invoice the MDOT will deduct the LPA's share of not less than 20%. For payment-in-kind which the LPA wishes to apply to the LPA's share, the LPA must include all necessary documentation with this final invoice.

SECTION 7. AUDIT AND INSPECTION

The LPA shall maintain proper accounting records, payrolls, documents, papers and other necessary data to support the cost incurred for services provided. Such records shall be available at all reasonable times during the Project period, and for three (3) years from the date of payment of final estimate. All work, documents and data will be available for inspection and auditing by the MDOT, or any authorized representative of the Federal Government, and copies thereof will be furnished if requested.

SECTION 8. ASSIGNMENT OF INTEREST

No interest in the Agreement shall be assigned to any individual or agency not a party hereto without prior approval of the MDOT.

SECTION 9. CHANGES

Any changes in the provisions of this Agreement shall be approved by the MDOT and may be subject to prior approval of FHWA. Any changes in the maximum compensation shall be approved by MDOT before the LPA incurs any cost above the amount of maximum compensation stated herein.

SECTION 10. DISPUTES

Any dispute concerning a question of fact that cannot be resolved by the LPA and the MDOT shall be submitted to the Executive Director of MDOT or his/her duly authorized representative for a decision. Obtaining a decision from the Executive Director shall be an administrative remedy, and a prerequisite for any legal action. The parties agree that the decision of the Executive Director shall take effect immediately and continue until reversed or

abated by legal action unless the parties at the time mutually agree to postponement of its effect pending the outcome of legal action.

SECTION 11. NONDISPLACEMENT

Participating municipalities shall not displace an employee or a position or supplant the hiring of workers by using participants in an Urban Youth Corps Program, nor use Urban Youth Corps participants to prevent an employee from getting a promotion or from performing normally assigned duties.

SECTION 12. CIVIL RIGHTS

During the performance of this AGREEMENT, the LPA and MDOT agree as follows:

(a) Compliance with Regulations: The LPA and the MDOT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and nondiscrimination in programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, 23 CFR 710.405(b) (hereinafter referred to as "the Regulations"), which are herein incorporated by reference and made a part of this Agreement.

(b) Nondiscrimination: The LPA with regard to the work performed by them afterward and prior to completion of the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, or handicap/disability, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set for in Appendix B of the Regulations.

(c) Solicitations for Subcontract, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the LPA for procurement of materials and equipment, each potential subcontractor or supplier shall be notified by the LPA of the applicant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or handicap/disability.

(d) Information and Reports: The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the MDOT or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the applicant is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the MDOT, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Agreement, MDOT shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:

(1) withholding the payment to the LPA under the Agreement until the LPA complies; and/or

(2) cancellation, termination or suspension of the Agreement, in whole or in part.

(f) Incorporation of Provisions: The LPA shall include the provisions of paragraph (a) through (e) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The LPA shall take such action with respect to any subcontractor or procurement as the MDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event litigation with a subcontractor or supplier as a result of such direction, the LPA may request the MDOT to enter into such litigation to protect the interests of the MDOT and, in addition, the LPA may request the FHWA to enter into such litigation to protect the interest of FHWA.

SECTION 13. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of the Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The LPA shall comply with Executive Order 11246 as appended by Executive Order 11375, and as supplemented by DOT regulations (41 CFR, Part 60) and shall take affirmative action to insure the applicants are employed, and that employees are treated without bias during their employment with regard to their race, religion, color, sex, or national origin.

SECTION 14. HANDICAP NONDISCRIMINATION

The MDOT and the LPA will comply with the United States Department of Transportation regulations under Section 504 of the Rehabilitation Act of 1973. The MDOT Assurance concerning nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance is by reference made a part of this AGREEMENT.

SECTION 15. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

SECTION 16. PROHIBITED INTEREST

No member, officer or employee of the LPA or MDOT or any local public body during his tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof other than those interests set forth herein.

SECTION 17. CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certify to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is 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 requested certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SECTION 18. CERTIFICATION OF DOCUMENTS

All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use by the parties hereto, shall carry the following notation on the front cover or a title page:

The preparation of this report has been financed in part through the U.S. Department of Transportation, Federal Highway Administration. (Followed by the current State Project Number).

SECTION 19. ENVIRONMENTAL REGULATIONS

The LPA agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Environmental Protection Agency regulations (40 CFR, Part 15). All violations shall be reported to the MDOT and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement.

SECTION 20. ENERGY EFFICIENCY

The LPA agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94165).

SECTION 21. GENERAL PROVISIONS

MDOT and the Commission have no responsibility under this Agreement except those explicitly agreed to herein. In particular MDOT and the Commission have no responsibility regarding the interviewing, selecting, training, supervising, or discharging of any participant or any employee or official of the LPA.

The LPA, the employees and officials of the LPA, and all participants are independent contractors of the Commission, and will conduct themselves according to that status. No participant or employee or official of the LPA, will claim under any provision of this Agreement any right or benefit which might inure to an employee of MDOT, including workers' compensation, insurance, retirement benefits, or any other benefit whatsoever.

No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

SECTION 22. TERMINATION

MDOT shall have the right to terminate this Agreement with fifteen (15) days written notice if the LPA fails to comply with their obligations as provided herein. The LPA shall have the right to terminate this Agreement with fifteen (15) days written notice if circumstances beyond the control of the LPA prohibit the LPA from complying with their obligations as provided herein. The Agreement may be terminated at any time by mutual written consent of the LPA and MDOT.

IN WITNESS WHEREOF, the parties have affixed their signatures.

APPLICATION OF _____,
(City)

LOCATED IN THE COUNTY OF _____,

_____ _____
MAYOR DATE

Authorized on the _____ day of _____, 2014, Minute Book ___, and Page No.__.

ATTEST: _____

MISSISSIPPI TRANSPORTATION COMMISSION ACTING BY AND THROUGH THE DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

_____ _____
EXECUTIVE DIRECTOR DATE

Authorized on the ____ day of _____, 2014, Minute Book _____, and Page No. ____.

ATTEST: _____
Secretary, Transportation Commission

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath
Executive Director

Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

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

May 13, 2014

Johnny Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

SUBJECT: City of Hattiesburg – Urban Youth Corps Program 2014

Dear Mayor Dupree:

We are pleased to congratulate you on receiving 2014 Urban Youth Corps Funds that have been made available to you by the Mississippi Department of Transportation (MDOT). On May 13, 2014, the Mississippi Transportation Commission (MTC) approved up to $25,000.00 in Federal SAFETEA-LU Funds. These funds require a local match of 20% for the total cost of the project.

Enclosed are four (4) copies of the Memorandum of Understanding (MOU) between your City and the Mississippi Department of Transportation (MDOT). The MOU must be executed before continuing with the development of your program.

The City must pass a board or council order authorizing the execution of the MOU. You must sign all four copies of the MOU and have your signature attested. Please return all four copies for execution by the MDOT as soon as possible. We will forward two (2) fully executed copies for your file and use.

Please note revised language in the last WHEREAS and the language in Section 1(s) of the MOU regarding press releases and promotional materials. Additionally, please note a deadline date of October 31, 2014, for expenses incurred, in Section 4 of the MOU.

We look forward to working with you to make this a successful and rewarding project for both the City and the youth in your community. If you have any questions please contact Paula H. Morgan in the LPA Division at (601) 359-7222.

Sincerely,

Jeffrey C. Altman, P.E.
State Engineer for Local Public Agencies

JCA:phm

Pc: Commissioner Tom King, Northern District
Melinda McGrath, Executive Director
Mark McConnell, Chief Engineer
James Williams, Assistant Chief Engineer, Operations, MDOT
Kelly Castleberry, District 6 Engineer, MDOT
David Seyfarth, District 6 LPA Engineer/Coordinator, MDOT
Ann Jones – Manager & Brett Benson – Grant Coordinator – City of Hattiesburg

MEMORANDUM OF UNDERSTANDING

THE MISSISSIPPI TRANSPORTATION COMMISSION

AND

CITY OF HATTIESBURG

This Agreement is made by and between the Mississippi Transportation Commission (hereinafter "the Commission"), by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT") and the City of Hattiesburg, Forrest County, Mississippi, hereinafter the Local Public Agency("LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize special Federal Surface Transportation Program-Transportation Enhancement Funds (STP-TE) provided by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and subsequent acts to complete the proposed project as described below:

PROJECT DESCRIPTION: 2014 Urban Youth Corps program of highway beautification along Hwy 49 North from Interstate 59 to the city limit line and areas along Hwy 49 South from Interstate 59 to the city limit line, (hereinafter referred to as "the Project").

WHEREAS, the LPA has been selected by the Commission for an URBAN YOUTH CORPS TRANSPORTATION ENHANCEMENT PROJECT and allocated a maximum of $25,000 in (STP-TE) federal funds for the Project; and

WHEREAS, the LPA desires assistance from the MDOT in the development and implementation of a Summer Youth Employment Program (Urban Youth Corps Program) to provide meaningful transportation enhancement related work experience to youths; and

WHEREAS, the LPA has submitted a project proposal to the MDOT describing the project scope and budget which is herein incorporated and made a part of this Agreement as "Attachment A;" and

WHEREAS, the Commission is a body corporate under the laws of the State of Mississippi with the authority to enter into contracts necessary for the proper discharge of its functions and duties, whose orders and policies are carried out by MDOT; and

WHEREAS, the LPA is a body public with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the LPA's functions covered under this Agreement; and

WHEREAS, the LPA certifies that they know of no legal impediments to the completion of the project; and

WHEREAS, it is understood that conditions presented herein are general in nature with details and specific requirements contained in MDOT Standard Operating Procedures and the Federal Aid Policy Guide adopted by the Federal Highway Administration (hereinafter "FHWA").

WHEREAS, the LPA shall not receive reimbursement IF any information regarding the Urban Youth Corps or information pertaining to the funding by the Urban Youth Corps is released to the press without the written approval by MDOT; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

SECTION 1. THE LPA WILL:

(a) be responsible for the planning, coordination, and implementation of the Urban Youth Corps Program (Transportation Enhancement) Project.

(b) be responsible for the recruitment, hiring, training, supervision, and payroll for the youths.

(c) be responsible for preparing all necessary landscaping design, drawing, and design plans for the proposed Project.

(d) be responsible for coordinating the Urban Youth Corps project with MDOT's district Resident/Maintenance Engineers (through the MDOT district's District Engineer) if the Project includes work on highway rights-of-way.

(e) obtain all required permits.

(f) be responsible for purchasing all supplies, plant materials, shrubbery, trees, etc. necessary for the project.

(g) be responsible for traffic control for work zone areas.

(h) be responsible for the transportation to be used for transporting the youths to and from the worksite.

(i) be responsible for all equipment, site preparation, water tanks, etc.

(j) be responsible for having life skills training sessions that will require a minimum of 10% of the participants work time, to improve the youths' communication skills, work ethics, attitude, and ecology/environmental awareness.

(k) be responsible for providing training in all aspects of safety including orientation on the safe use of appropriate tools and equipment necessary for the implementation of the Project.

(l) be responsible for submitting an itemized budget for the Project;

(m) be responsible for submitting a final report on the accomplishments, with recommendations for future improvement in the implementation of the program.

(n) if requested, arrange with the MDOT for, and conduct, a final inspection of the Project.

(o) include as an attachment to the LPA's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement;

(p) provide to the MDOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished, or obtained by or for the LPA or its agent under the terms of this Agreement;

(q) retain all records dealing with the Project for three (3) years after final payment or until final audit findings have been resolved, whichever is longer, and such records will be made available to the MDOT upon request;

(r) to the extent permitted by existing Mississippi law, the LPA hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the LPA's part, or the part of any employee or agent of the LPA in performance of the work undertaken under this Agreement.

(s) acknowledge MDOT and FHWA in any news releases or other promotional material for their participation in the Project by using the approved, attached news release provided by MDOT. The project sponsor shall notify the LPA Division and Public Affairs Divisions of MDOT of any ceremonies related to the beginning or opening of the completed Project and a plaque or sign shall be erected as part of the construction identifying the FHWA and MDOT as providing funding.

(t) comply with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified at Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq*., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat. 3359, as amended.

SECTION 2. THROUGH MDOT THE COMMISSION WILL:

(a) provide funding for the Project as set forth by this agreement.
(b) reimburse the LPA for 80% percent of all allowable expenditures for the Project, up to the amount of federal funds awarded by Commission.
(c) assist the LPA in identifying and selecting appropriate projects in the participant's community.
(d) assist with any required environmental documents.

SECTION 3. ENROLLMENT CRITERIA FOR MEMBERS OF YOUTH CORPS

Youths who are enrolled in this program must be from 16 to 25 years of age, inclusive, at the time the individual begins the term of service. Participating youths must also be citizens or nationals of the U.S. or lawful permanent resident aliens of the U.S. and must be enrolled in high school or college or have agreed to enroll for a high school diploma or its equivalent and/or college.

SECTION 4. DEADLINE FOR EXPENSES INCURRED

MDOT will not reimburse expenses incurred by the LPA, for this Project, after October 31, 2014. MDOT will consider written requests submitted by the LPA for an extension of this deadline.

SECTION 5. URBAN YOUTH CORPS PROJECT

An Urban Youth Corps Project is a youth employment and training service program that: (1) offers meaningful and productive summer work in urban public works or transportation settings; (2) gives the participants a mix of work experience and on-the-job training that includes a minimum of 10% of the participants' time for basic and life skills, education, training, etc.; and (3) provides the youths with an opportunity to develop citizenship values and skills through service to their communities and the State of Mississippi.

SECTION 6. PAYMENT BY THE STATE

The MDOT will make payment to the LPA for a maximum of 80% percent of eligible reasonable costs incurred by the LPA, up to MDOT's maximum funding for the Project based on a valid invoice submitted by the LPA to the MDOT. A valid invoice is considered an invoice from the LPA to MDOT and supported by suppliers' invoices and LPA financial records. Such invoices will be certified as true and correct by LPA and submitted to the MDOT. The LPA will submit only a final invoice for payment with all necessary documentation to establish proper payment by the MDOT. From this final invoice the MDOT will deduct the LPA's share of not less than 20%. For payment-in-kind which the LPA wishes to apply to the LPA's share, the LPA must include all necessary documentation with this final invoice.

SECTION 7. AUDIT AND INSPECTION

The LPA shall maintain proper accounting records, payrolls, documents, papers and other necessary data to support the cost incurred for services provided. Such records shall be available at all reasonable times during the Project period, and for three (3) years from the date of payment of final estimate. All work, documents and data will be available for inspection and auditing by the MDOT, or any authorized representative of the Federal Government, and copies thereof will be furnished if requested.

SECTION 8. ASSIGNMENT OF INTEREST

No interest in the Agreement shall be assigned to any individual or agency not a party hereto without prior approval of the MDOT.

SECTION 9. CHANGES

Any changes in the provisions of this Agreement shall be approved by the MDOT and may be subject to prior approval of FHWA. Any changes in the maximum compensation shall be approved by MDOT before the LPA incurs any cost above the amount of maximum compensation stated herein.

SECTION 10. DISPUTES

Any dispute concerning a question of fact that cannot be resolved by the LPA and the MDOT shall be submitted to the Executive Director of MDOT or his/her duly authorized representative for a decision. Obtaining a decision from the Executive Director shall be an administrative remedy, and a prerequisite for any legal action. The parties agree that the decision of the Executive Director shall take effect immediately and continue until reversed or

abated by legal action unless the parties at the time mutually agree to postponement of its effect pending the outcome of legal action.

SECTION 11. NONDISPLACEMENT

Participating municipalities shall not displace an employee or a position or supplant the hiring of workers by using participants in an Urban Youth Corps Program, nor use Urban Youth Corps participants to prevent an employee from getting a promotion or from performing normally assigned duties.

SECTION 12. CIVIL RIGHTS

During the performance of this AGREEMENT, the LPA and MDOT agree as follows:

(a) Compliance with Regulations: The LPA and the MDOT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and nondiscrimination in programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, 23 CFR 710.405(b) (hereinafter referred to as "the Regulations"), which are herein incorporated by reference and made a part of this Agreement.

(b) Nondiscrimination: The LPA with regard to the work performed by them afterward and prior to completion of the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, or handicap/disability, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set for in Appendix B of the Regulations.

(c) Solicitations for Subcontract, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the LPA for procurement of materials and equipment, each potential subcontractor or supplier shall be notified by the LPA of the applicant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or handicap/disability.

(d) Information and Reports: The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the MDOT or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the applicant is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the MDOT, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Agreement, MDOT shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:

(1) withholding the payment to the LPA under the Agreement until the LPA complies; and/or

(2) cancellation, termination or suspension of the Agreement, in whole or in part.

(f) Incorporation of Provisions: The LPA shall include the provisions of paragraph (a) through (e) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The LPA shall take such action with respect to any subcontractor or procurement as the MDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event litigation with a subcontractor or supplier as a result of such direction, the LPA may request the MDOT to enter into such litigation to protect the interests of the MDOT and, in addition, the LPA may request the FHWA to enter into such litigation to protect the interest of FHWA.

SECTION 13. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of the Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The LPA shall comply with Executive Order 11246 as appended by Executive Order 11375, and as supplemented by DOT regulations (41 CFR, Part 60) and shall take affirmative action to insure the applicants are employed, and that employees are treated without bias during their employment with regard to their race, religion, color, sex, or national origin.

SECTION 14. HANDICAP NONDISCRIMINATION

The MDOT and the LPA will comply with the United States Department of Transportation regulations under Section 504 of the Rehabilitation Act of 1973. The MDOT Assurance concerning nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance is by reference made a part of this AGREEMENT.

SECTION 15. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

SECTION 16. PROHIBITED INTEREST

No member, officer or employee of the LPA or MDOT or any local public body during his tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof other than those interests set forth herein.

SECTION 17. CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certify to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is 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 requested certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SECTION 18. CERTIFICATION OF DOCUMENTS

All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use by the parties hereto, shall carry the following notation on the front cover or a title page:

The preparation of this report has been financed in part through the U.S. Department of Transportation, Federal Highway Administration. (Followed by the current State Project Number).

SECTION 19. ENVIRONMENTAL REGULATIONS

The LPA agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Environmental Protection Agency regulations (40 CFR, Part 15). All violations shall be reported to the MDOT and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement.

SECTION 20. ENERGY EFFICIENCY

The LPA agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94165).

SECTION 21. GENERAL PROVISIONS

MDOT and the Commission have no responsibility under this Agreement except those explicitly agreed to herein. In particular MDOT and the Commission have no responsibility regarding the interviewing, selecting, training, supervising, or discharging of any participant or any employee or official of the LPA.

The LPA, the employees and officials of the LPA, and all participants are independent contractors of the Commission, and will conduct themselves according to that status. No participant or employee or official of the LPA, will claim under any provision of this Agreement any right or benefit which might inure to an employee of MDOT, including workers' compensation, insurance, retirement benefits, or any other benefit whatsoever.

No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

SECTION 22. TERMINATION

MDOT shall have the right to terminate this Agreement with fifteen (15) days written notice if the LPA fails to comply with their obligations as provided herein. The LPA shall have the right to terminate this Agreement with fifteen (15) days written notice if circumstances beyond the control of the LPA prohibit the LPA from complying with their obligations as provided herein. The Agreement may be terminated at any time by mutual written consent of the LPA and MDOT.

IN WITNESS WHEREOF, the parties have affixed their signatures.

APPLICATION OF _____,
(City)

LOCATED IN THE COUNTY OF _____,

_____ _____
MAYOR DATE

Authorized on the _____ day of _____, 2014, Minute Book ___, and Page No.__.

ATTEST: _____

MISSISSIPPI TRANSPORTATION COMMISSION ACTING BY AND THROUGH THE DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

_____ _____
EXECUTIVE DIRECTOR DATE

Authorized on the ____ day of _____, 2014, Minute Book _____, and Page No. ____.

ATTEST: _____
Secretary, Transportation Commission

City of Hattiesburg, MS

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

Master

File Number: 2014-1114

File ID:	2014-1114	**Type:**	Ordinance	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/09/2014
Brief Title:	Re- zoning and Use Permit on Review - 1406 Cherry St			**Final Action:**	05/20/2014
				Minute Book Number:	MB2014-138-139

Title:

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1406 Cherry Street (Parcel #038G-15-216.00, PPIN #13713, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8: Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	May PC Minutes (DRAFT), Staff Summary - William Carey (Rezoning and Use Permit (I)), Image Sheet - William Carey (IJ), Ordinance - William Carey (I), executed Ordinance - William Carey (I) ORD#3128	**Enactment Number:**	
Contact:		**Meeting Date:**	05/20/2014
Drafter:	Tamika Paige	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	05/20/2014					
1	City Council	05/20/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to APPROVE to Adopt an Ordinance (Number 3128) for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1406 Cherry Street (Parcel #038G-15-216.00, PPIN #13713, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8: Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

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

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

Nays: 0

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

Text of Legislative File 2014-1114

Title

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1406 Cherry Street (Parcel #038G-15-216.00, PPIN #13713, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8: Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Summary

Re- zoning and Use Permit on Review - 1406 Cherry St

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

May 7, 2014

The Hattiesburg Planning Commission did meet in a regular session on May 7, 2014 at 1:05 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Chairman
Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
John Blanks
Jessie Wilson

Commissioners Absent: Judy Corts
Annie Pope
Don McCleskey

Also Present: Pattie Brantley, Director of Urban Development
Michael Maret, Planner
Steve Mitchell, Building Official
Nick Williams, Website Technician

Joseph White, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:07 P.M.

INVOCATION Commissioner John Blanks, gave the invocation.

AGENDA REVIEW

There came the matter of the May 2014 Agenda. A request was made by Chairman White for a motion to Approve or Deny the May 2014 Agenda. A motion was made by Commissioner Conville to Approve the May 2014 Agenda and Seconded by Commissioner Wilson.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the April 2, 2014 minutes. A request was made by Chairman White for a motion to Approve or Deny the April 2014 Minutes. A motion was made by Commissioner Blanks to approve the minutes as amended and seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Steve Mitchell was introduced to the Commission as the new Building Official. He provided them with a report breaking down issued permits, buildings demolished, fees collected, etc., for this year to date compared to last year.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission of the actions of the City Council relative to last month's actions, noting that they were all approved. She also introduced Nick Williams, website technician, who is new to the Urban Development Department and will be assisting with updating the City of Hattiesburg's website.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. Chairman White had nothing to report.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Variance), John Anglin, Petitioner, on behalf of Turtle Creek Development, LLC, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request a variance from Section 89.04.29 (Off-Street Parking requirements) which states that two (2) parking spaces for each dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit, for properties located at 75 Cross Creek Parkway (Parcel #051M-11-011.00, PPIN #7622, Ward 3). The subject property is zoned R-3 (Multi-Family Residential) District.
Commissioner Conville left the meeting before the Business Meeting.

	Name	Address	City/State
Presented by:	John C Anglin	6652 US Hwy 98	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the variance for Off-Street Parking Requirements for Multi-Family Dwellings. She stated the basis for her motion is 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Variances), Darlene Thomas, of Image Signs, Petitioner, on behalf of Ephesus Seventh Day Adventist Church, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request variances from Article 5, Section 95.07 (2C) and (2D), and which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet, that the sign may not be internally illuminated and instead allow internal illumination, and the height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet, for a certain property located at 500 Helveston Road (Parcels #0385-21-009.00, PPIN #27423, Ward 5). The subject property is zoned R-1A (Single-Family Residential) District.

	Name	Address	City/State
Presented by:	Darlene Thomas	310 S. 25th Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Wilson made a motion to approve the variances from Article 5, Section 95.07 (2C) and (2D. She stated the basis for her motion is that granting the variances was 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman

Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Items C - J (Rezoning and Use Permit), Robert Blevins, Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification for 1406, 1412, 1506, 1508½ Cherry Street; 311 County Drive; 609, 611 Shelton Avenue, and an additional undeveloped property on Shelton (PPIN #13776) from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8 for each of the above properties.

	Name	Address	City/State
Presented by:	Robert Blevins	WCU: 498 Tuscan Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the rezoning of properties from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District, as well as approve the "Use Permit on Review" for University or College Use in the R-2 (Two-Family Residential) District. She stated the basis for her motion is the change in neighborhood character and to continue the expansion of William Carey University campus and uses. The motion was seconded by Commissioner Blanks.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 2:10 P.M.

_____
Joe White, Chairman

_____
Pattie Brantley, Director of Urban Development.

Planning Commission
Case Fact Sheet

Names of Applicant:	Robert Blevins, Petitioner William Carey University, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
1406 Cherry St	038G-15-216.00	13713	2

Requests: **Rezoning and Use Permit on Review**

Purpose of Request: To consider an application to **Rezone** the property from **R-1A (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**. The petitioner is also requesting a **"Use Permit on Review"** for a **University or College Use** as defined in **Ordinance/Section 55.3.8**.

Application Summary: The purpose of rezoning this property is to allow for growth and redevelopment for university uses.

Applicable Regulations:

SECTION 52 **R-1A SINGLE-FAMILY RESIDENTIAL DISTRICT**

52.01 General Description - The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 55 **R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description - This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1A (Single-Family Residential) District.

Present Use: Residential Structure

Surrounding Zoning and Land Use:

North: R-1A Single Family Residential District
South: R-1A Single Family Residential District
East: R-1A Single Family Residential District
West: R-3 Multi-Family Residential District / WCU

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Planned Mixed-Use District.

District Overview: The Planned Mixed-Use District provides locations for a range of compatible uses that are planned and constructed as a single, cohesive development. This district includes planned unit developments and any other mixed-use properties planned and constructed in a similar manner. In this district, a mix of residential, office, public and commercial land uses may be found that create a unique destination for living, working, and shopping.

District Characteristics: The characteristics of this district include the following: a mix of building types; single-family and multi-family residences; buildings and uses connected with sidewalks and pedestrian pathways; shared parking in public lots; green space in the form of smaller public parks, plazas, and courtyards; and buildings with both residential and commercial uses.

District Land Uses: The following land uses should be found in this district: single-family residential uses; townhomes; second-floor apartments over retail or service businesses; apartment buildings integrated into the fabric of the development (as opposed to being

positioned on out-parcels); low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and semi-public uses, such as churches, schools, and public offices; arts-related businesses; and anchor businesses such as grocery stores, movie theaters, and department stores.

Most Nearly Bounded By (streets): This parcel is bounded to the west by Cherry Street, Lafayette Avenue to the north, Shelton Avenue to the south, and Cedar Street to the east.

Adverse Influences: None

Positive Influences: Following Future Land Use Plan.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 30, 2014.

Rezoning Comments: R-2 (Two-Family Residential) District is the lowest zoning district that allows University and College uses as a use permit on review.

Rezoning Basis for Approval: 1. Change in neighborhood character based on current development activities of William Carey University.

Rezoning - Options: Recommend approval or denial of the request to change the zoning classification of a certain property located at 1406 Cherry Street (Parcel #038G-15-216.00, PPIN #13713, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District.

Use Permit Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Use Permit Basis for Approval: 1. To continue the expansion of William Carey University campus and uses.

Use Permit - Options: Recommend approval or denial of the request for a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. for the subject parcel: #038G-15-216.00 (PPIN #13713).

SUBJECT PARCELS:

1406 Cherry St, Robert Blevins (I)

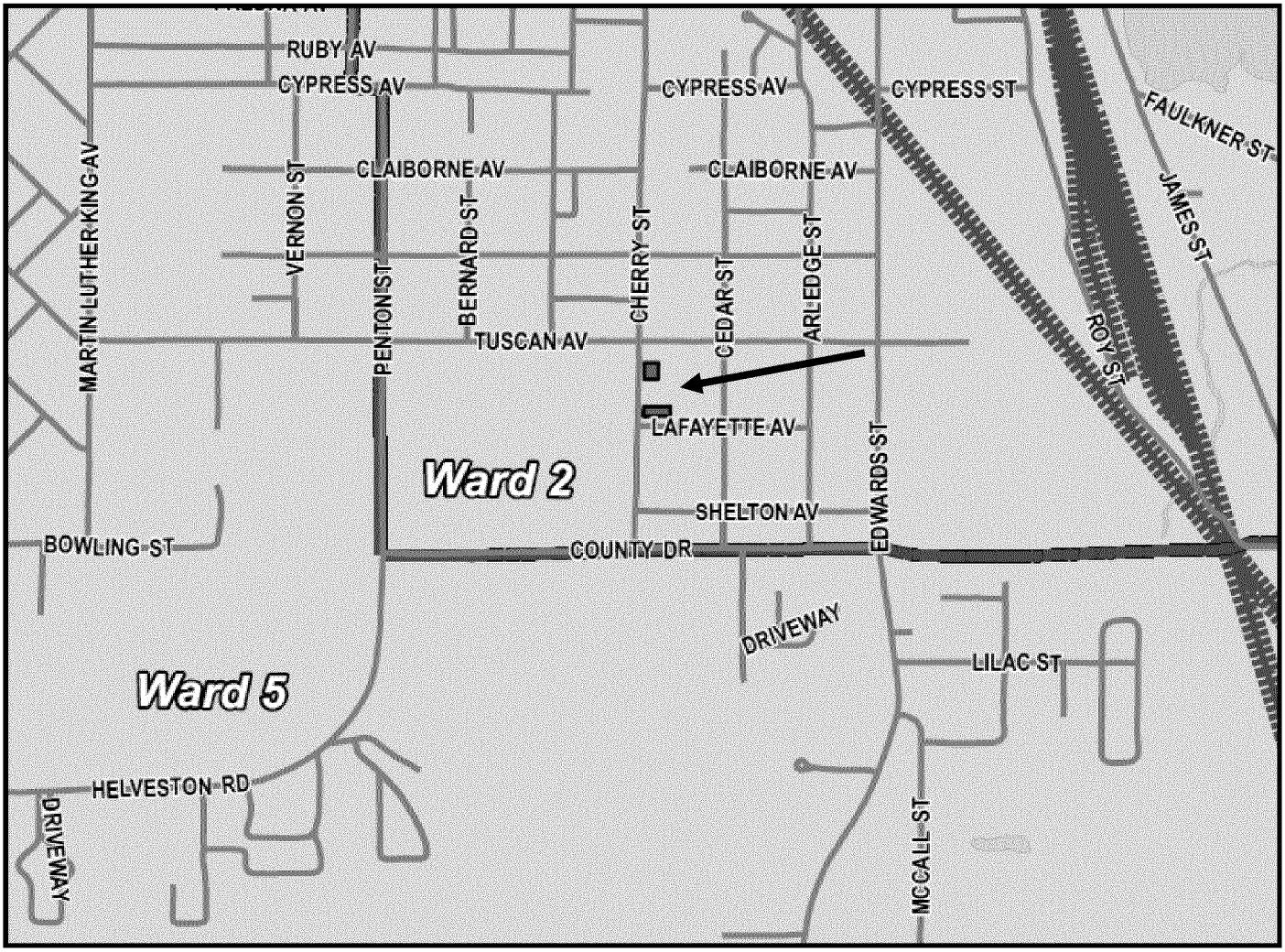
1412 Cherry St, Robert Blevins (J)

These nearby sites currently have residential structures located on them. The request for rezoning from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District would allow William Carey to use them with a "Use Permit on Review" for a University or College use, including offices and storage.

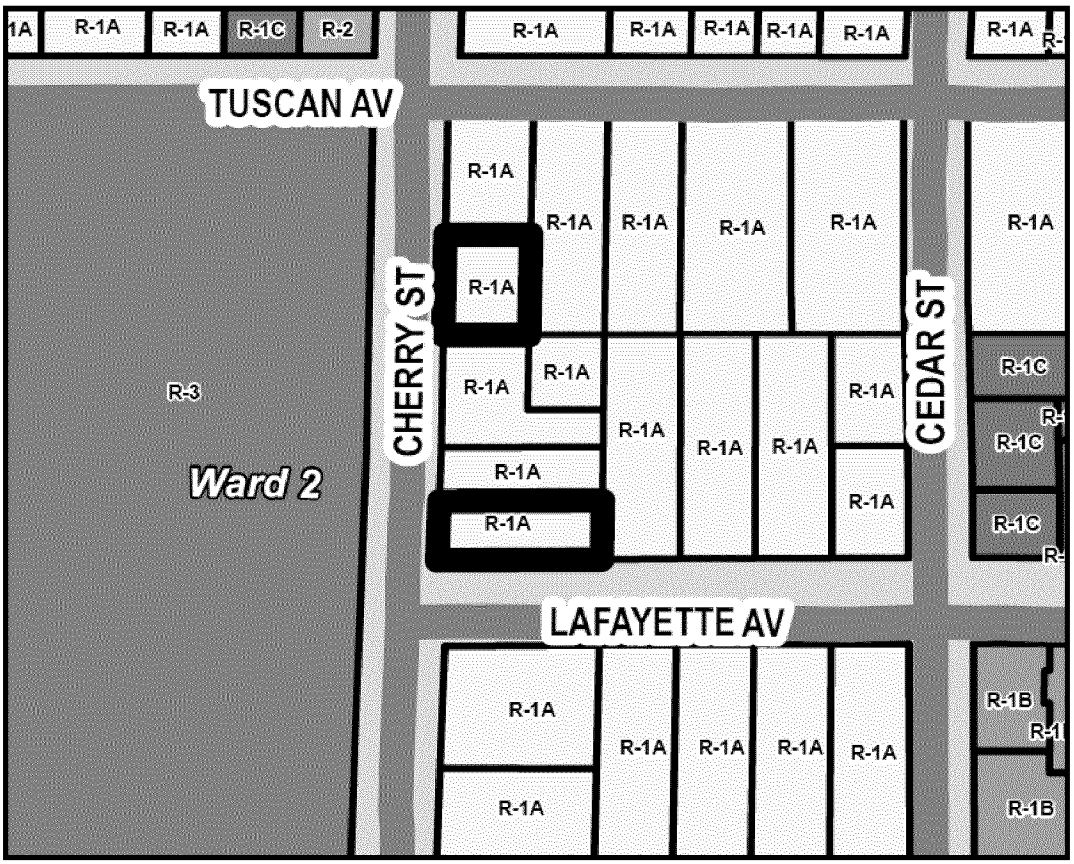




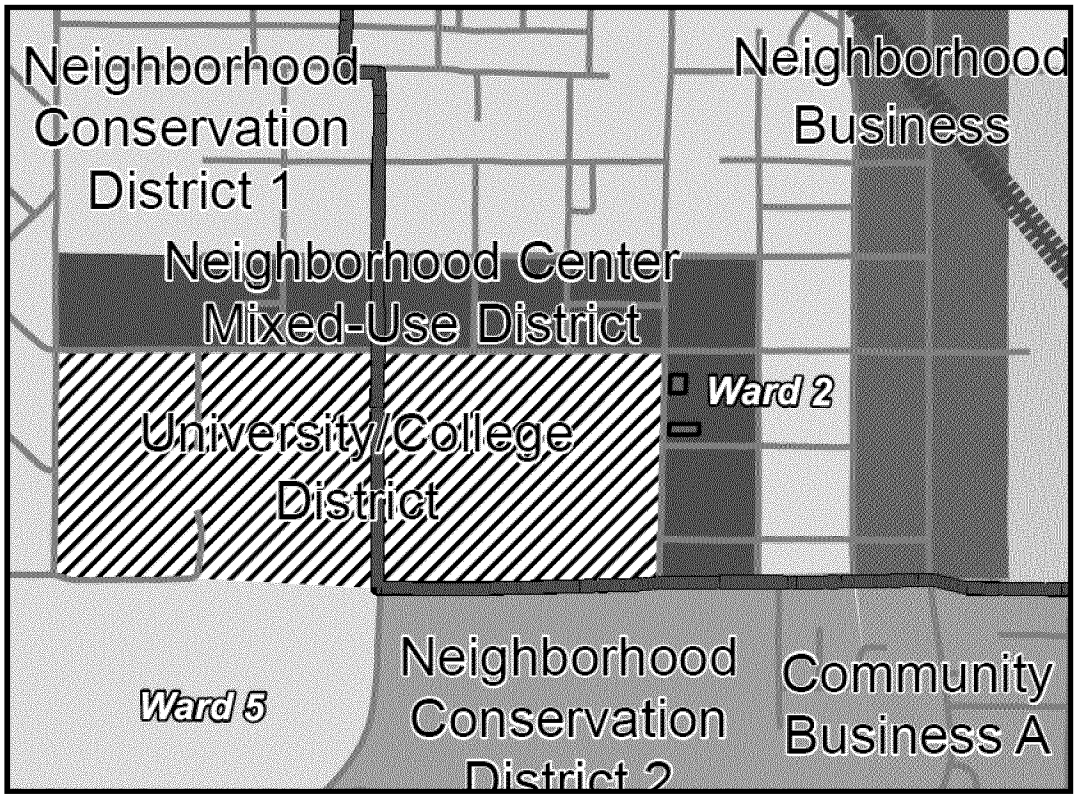
Vicinity Map



Zoning Map



Future Land Use Map



SURROUNDING AREA

Northern Direction: Residential structures zoned R-1A (Single Family Residential) District.

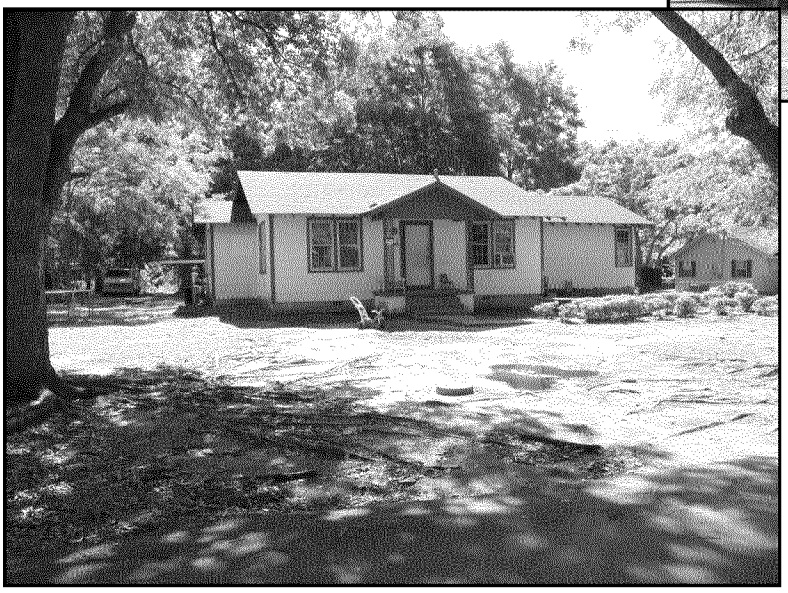




Eastern Direction: Residential structures zoned R-1A (Single Family Residential) District.



Western Direction: William Carey University zoned R-3 (Multi-Family Residential) District.



Southern Direction: Residential structures zoned R-1A (Single Family Residential) District.

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 1406 CHERRY STREET (PARCEL 038G-15-216.00, PPIN 13713, WARD 5), FROM R-1A (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13713 (1406 Cherry Street):
The South Fifty (50) feet of Lots Seven (7) and Eight (8), in Block Thirty (30) of the Burkett Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, said parcel of land having a width of 50 feet and a depth of 140 feet, together with all improvements thereon and appurtenances thereunto belonging.

AND ALSO:

All of the rights, title and interest in all of the North Ten (10) feet of Lafayette Avenue lying West of Cedar Street and East of Cherry Street and all of the East ten (10) feet of Cherry Street lying south of Tuscan Avenue and North of Lafayette Avenue, all in said Block Thirty (30) of the said Burkett Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said portion of the said Lafayette Avenue and of the said Cherry Street having been closed and vacated by Ordinance No. 1367 of the City of Hattiesburg, Mississippi, passed, adopted and approved by the Mayor and Commissioners of said City on August 31, A.D., 1959.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3128

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 1406 CHERRY STREET (PARCEL 038G-15-216.00, PPIN 13713, WARD 2), FROM R-1A (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13713 (1406 Cherry Street):
The South Fifty (50) feet of Lots Seven (7) and Eight (8), in Block Thirty (30) of the Burkett Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, said parcel of land having a width of 50 feet and a depth of 140 feet, together with all improvements thereon and appurtenances thereunto belonging.

AND ALSO:

All of the rights, title and interest in all of the North Ten (10) feet of Lafayette Avenue lying West of Cedar Street and East of Cherry Street and all of the East ten (10) feet of Cherry Street lying south of Tuscan Avenue and North of Lafayette Avenue, all in said Block Thirty (30) of the said Burkett Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said portion of the said Lafayette Avenue and of the said Cherry Street having been closed and vacated by Ordinance No. 1367 of the City of Hattiesburg, Mississippi, passed, adopted and approved by the Mayor and Commissioners of said City on August 31, A.D., 1959.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Dryden and was adopted by the following vote to-wit:

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of May A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of May A.D., 2014.

ATTEST: APPROVED:

CITY CLERK MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1115

File ID:	2014-1115	**Type:** Ordinance	**Status:** Agenda Ready
Version:	1	**Reference:**	**In Control:** City Council
			File Created: 05/09/2014
Brief Title:	Re-zoning and Use Permit on Review - 1412 Cherry St		**Final Action:** 05/20/2014
			Minute Book Number: MB2014-139

Title:

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1412 Cherry Street (Parcel #2-038G-15-221.00, PPIN #13715, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	May PC Minutes (DRAFT), Staff Summary - William Carey (Rezoning and Use Permit (J)), Image Sheet - William Carey (IJ), Ordinance - William Carey (J), executed Ordinance - William Carey (J) ORD#3129	**Enactment Number:**	
Contact:		**Meeting Date:**	05/20/2014
Drafter:	Tamika Paige	**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	05/20/2014					
1	City Council	05/20/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to APPROVE to Adopt an Ordinance (for 3129) for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1412 Cherry Street (Parcel #2-038G-15-221.00, PPIN #13715, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

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

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

Nays: 0

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

Text of Legislative File 2014-1115

Title

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1412 Cherry Street (Parcel #2-038G-15-221.00, PPIN #13715, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Summary

Re-zoning and Use Permit on Review - 1412 Cherry St

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

May 7, 2014

The Hattiesburg Planning Commission did meet in a regular session on May 7, 2014 at 1:05 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Chairman
Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
John Blanks
Jessie Wilson

Commissioners Absent: Judy Corts
Annie Pope
Don McCleskey

Also Present: Pattie Brantley, Director of Urban Development
Michael Maret, Planner
Steve Mitchell, Building Official
Nick Williams, Website Technician

Joseph White, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:07 P.M.

INVOCATION Commissioner John Blanks, gave the invocation.

AGENDA REVIEW

There came the matter of the May 2014 Agenda. A request was made by Chairman White for a motion to Approve or Deny the May 2014 Agenda. A motion was made by Commissioner Conville to Approve the May 2014 Agenda and Seconded by Commissioner Wilson.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the April 2, 2014 minutes. A request was made by Chairman White for a motion to Approve or Deny the April 2014 Minutes. A motion was made by Commissioner Blanks to approve the minutes as amended and seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Steve Mitchell was introduced to the Commission as the new Building Official. He provided them with a report breaking down issued permits, buildings demolished, fees collected, etc., for this year to date compared to last year.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission of the actions of the City Council relative to last month's actions, noting that they were all approved. She also introduced Nick Williams, website technician, who is new to the Urban Development Department and will be assisting with updating the City of Hattiesburg's website.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. Chairman White had nothing to report.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Variance), John Anglin, Petitioner, on behalf of Turtle Creek Development, LLC, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request a variance from Section 89.04.29 (Off-Street Parking requirements) which states that two (2) parking spaces for each dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit, for properties located at 75 Cross Creek Parkway (Parcel #051M-11-011.00, PPIN #7622, Ward 3). The subject property is zoned R-3 (Multi-Family Residential) District.
Commissioner Conville left the meeting before the Business Meeting.

	Name	Address	City/State
Presented by:	John C Anglin	6652 US Hwy 98	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the variance for Off-Street Parking Requirements for Multi-Family Dwellings. She stated the basis for her motion is 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Variances), Darlene Thomas, of Image Signs, Petitioner, on behalf of Ephesus Seventh Day Adventist Church, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request variances from Article 5, Section 95.07 (2C) and (2D), and which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet, that the sign may not be internally illuminated and instead allow internal illumination, and the height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet, for a certain property located at 500 Helveston Road (Parcels #0385-21-009.00, PPIN #27423, Ward 5). The subject property is zoned R-1A (Single-Family Residential) District.

	Name	Address	City/State
Presented by:	Darlene Thomas	310 S. 25th Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Wilson made a motion to approve the variances from Article 5, Section 95.07 (2C) and (2D. She stated the basis for her motion is that granting the variances was 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman

Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Items C - J (Rezoning and Use Permit), Robert Blevins, Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification for 1406, 1412, 1506, 1508½ Cherry Street; 311 County Drive; 609, 611 Shelton Avenue, and an additional undeveloped property on Shelton (PPIN #13776) from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8 for each of the above properties.

	Name	Address	City/State
Presented by:	Robert Blevins	WCU: 498 Tuscan Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the rezoning of properties from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District, as well as approve the "Use Permit on Review" for University or College Use in the R-2 (Two-Family Residential) District. She stated the basis for her motion is the change in neighborhood character and to continue the expansion of William Carey University campus and uses. The motion was seconded by Commissioner Blanks.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 2:10 P.M.

_____
Joe White, Chairman

_____
Pattie Brantley, Director of Urban Development.

Planning Commission
Case Fact Sheet

Names of Applicant:	Robert Blevins, Petitioner William Carey University, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
1412 Cherry St	038G-15-221.00	13715	2

Requests: **Rezoning and Use Permit on Review**

Purpose of Request: To consider an application to **Rezone** the property from **R-1A (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**. The petitioner is also requesting a **"Use Permit on Review"** for a **University or College Use** as defined in **Ordinance/Section 55.3.8**.

Application Summary: The purpose of rezoning this property is to allow for growth and redevelopment for university uses.

Applicable Regulations:

SECTION 52 **R-1A SINGLE-FAMILY RESIDENTIAL DISTRICT**

52.01 General Description - The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 55 **R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description - This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1A (Single-Family Residential) District.

Present Use: Residential Structure

Surrounding Zoning and Land Use:

North: R-1A Single Family Residential District
South: R-1A Single Family Residential District
East: R-1A Single Family Residential District
West: R-3 Multi-Family Residential District / WCU

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Planned Mixed-Use District.

District Overview: The Planned Mixed-Use District provides locations for a range of compatible uses that are planned and constructed as a single, cohesive development. This district includes planned unit developments and any other mixed-use properties planned and constructed in a similar manner. In this district, a mix of residential, office, public and commercial land uses may be found that create a unique destination for living, working, and shopping.

District Characteristics: The characteristics of this district include the following: a mix of building types; single-family and multi-family residences; buildings and uses connected with sidewalks and pedestrian pathways; shared parking in public lots; green space in the form of smaller public parks, plazas, and courtyards; and buildings with both residential and commercial uses.

District Land Uses: The following land uses should be found in this district: single-family residential uses; townhomes; second-floor apartments over retail or service businesses; apartment buildings integrated into the fabric of the development (as opposed to being

positioned on out-parcels); low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and semi-public uses, such as churches, schools, and public offices; arts-related businesses; and anchor businesses such as grocery stores, movie theaters, and department stores.

Most Nearly Bounded By (streets): This parcel is bounded to the west by Cherry Street, Tuscan Avenue to the north, Lafayette Avenue to the south, and Cedar Street to the east.

Adverse Influences:

Positive Influences: Following Future Land Use Plan.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 30, 2014.

Rezoning Comments: R-2 (Two-Family Residential) District is the lowest zoning district that allows University and College uses as a use permit on review.

Rezoning Basis for Approval: 1. Change in neighborhood character.

Rezoning - Options: Recommend approval or denial of the request to change the zoning classification of a certain property located at 1412 Cherry Street (Parcel #2-038G-15-221.00, PPIN #13715, Ward 5) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District.

Use Permit Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Use Permit Basis for Approval: 1. To continue the expansion of William Carey University campus and uses.

Use Permit - Options: Recommend approval or denial of the request for a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. for the subject parcel: #038G-15-221.00 (PPIN #13715).

SUBJECT PARCELS:

1406 Cherry St, Robert Blevins (I)

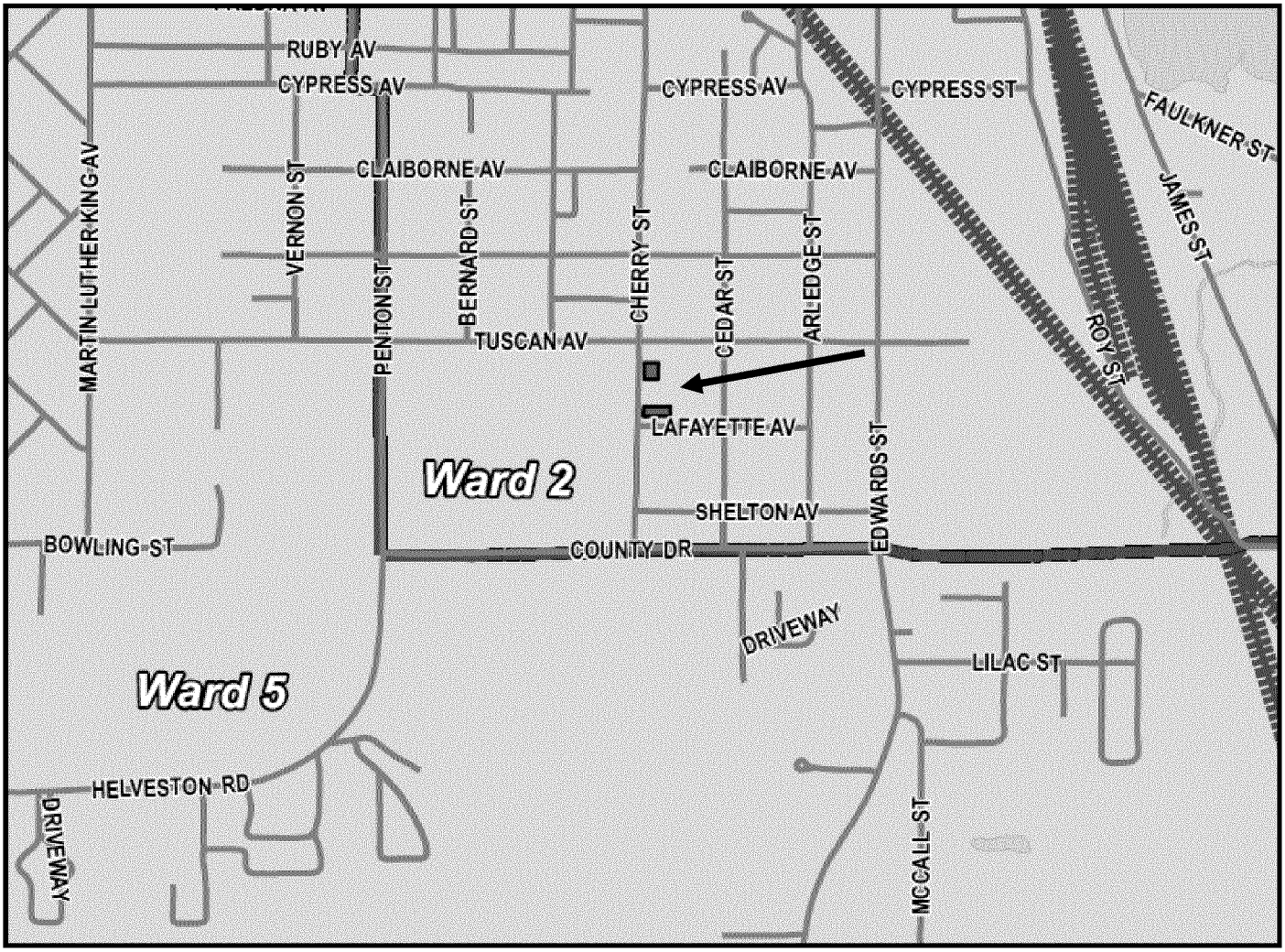
1412 Cherry St, Robert Blevins (J)

These nearby sites currently have residential structures located on them. The request for rezoning from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District would allow William Carey to use them with a "Use Permit on Review" for a University or College use, including offices and storage.

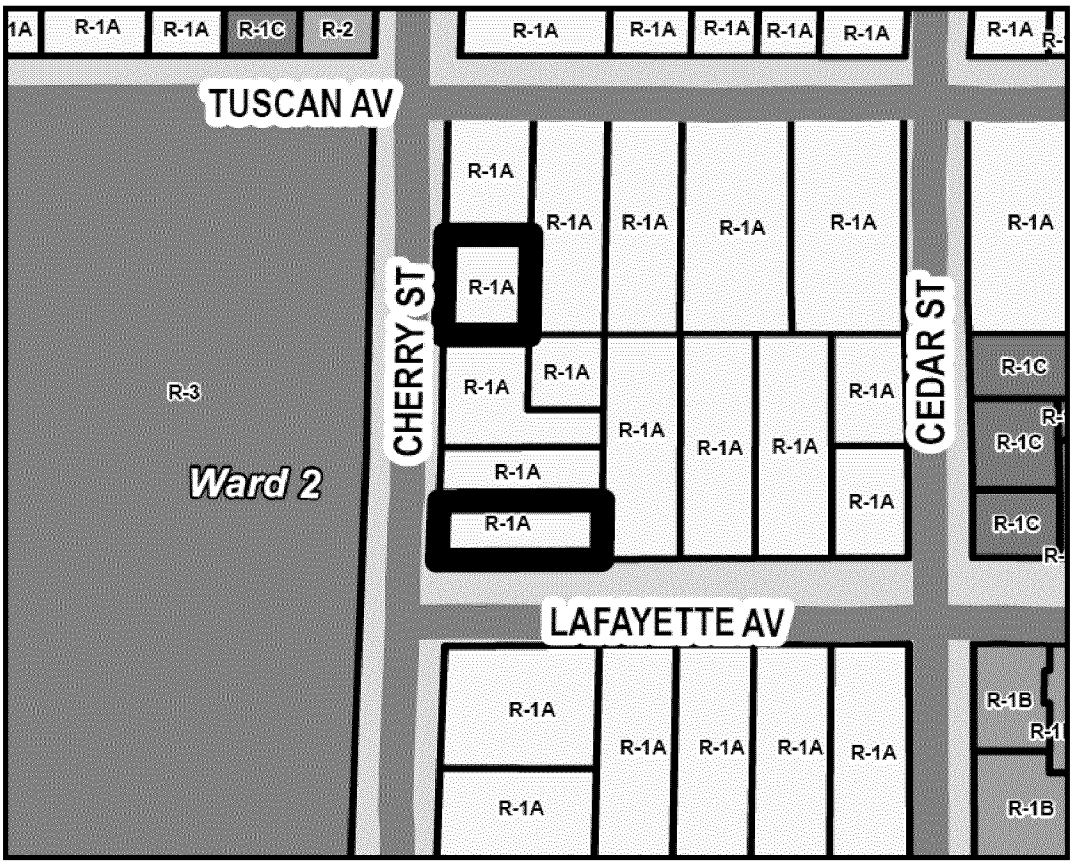




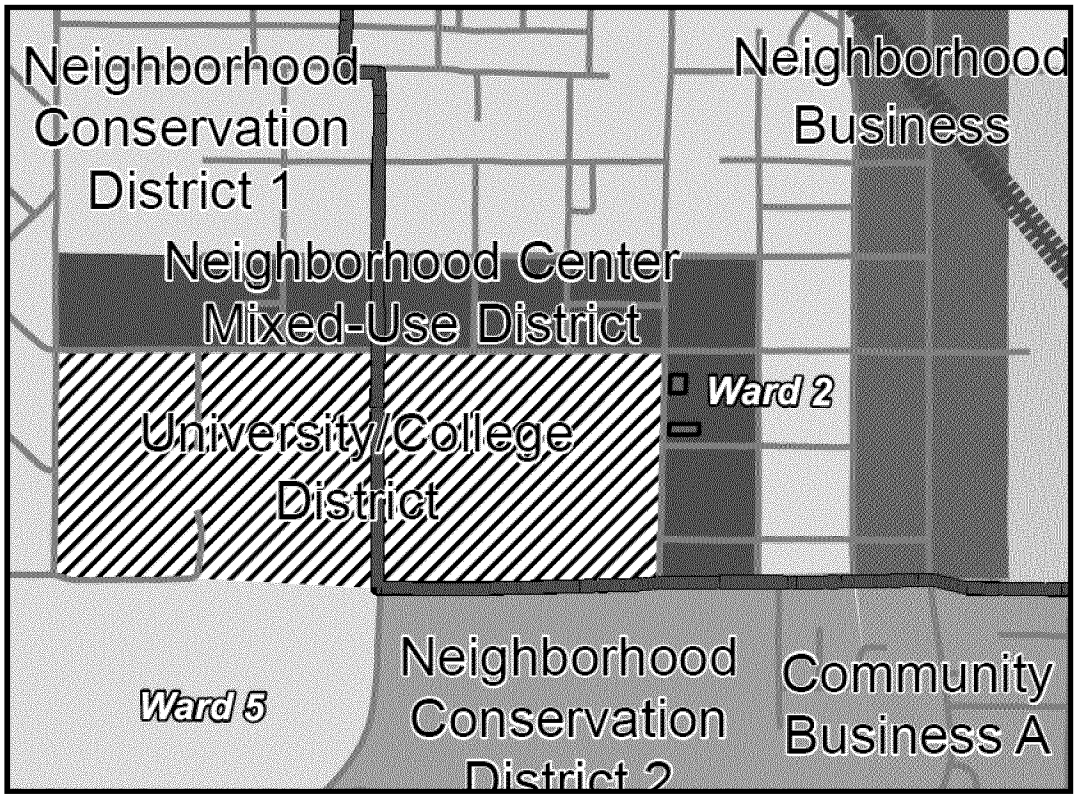
Vicinity Map



Zoning Map



Future Land Use Map



SURROUNDING AREA

Northern Direction: Residential structures zoned R-1A (Single Family Residential) District.

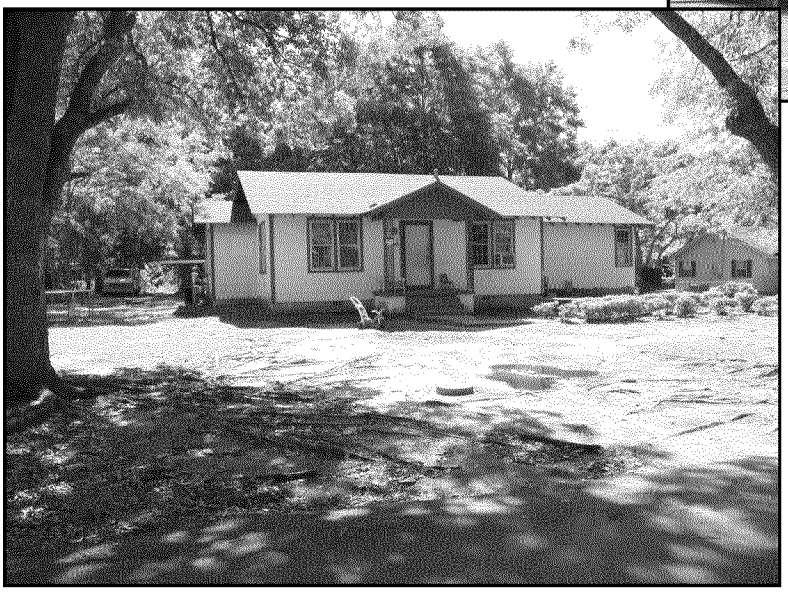




Eastern Direction: Residential structures zoned R-1A (Single Family Residential) District.



Western Direction: William Carey University zoned R-3 (Multi-Family Residential) District.



Southern Direction: Residential structures zoned R-1A (Single Family Residential) District.

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 1412 CHERRY STREET (PARCEL 038G-15-221.00, PPIN 13715, WARD 5), FROM R-1A (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13715 (1412 Cherry Street):
The South 75 feet of Lot Six (6), Block Thirty (30) of BURKETT'S SUBDIVISION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi;

AND ALSO:

A part of that part of vacated Cherry Street more particularly described as follows, to wit: Commence at the Southwest Corner of Lot6, block 30 of Burkett's Subdivision and run thence

North along the West margin of Lot 6, Block 30 of said subdivision for a distance of 75 feet, run thence West for a distance of 10 feet, run thence South for a distance of 75 feet, run thence East for a distance of 10 feet to the point of beginning; together with all improvements thereon and appurtenances thereunto belonging.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3129

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 1412 CHERRY STREET (PARCEL 038G-15-221.00, PPIN 13715, WARD 2), FROM R-1A (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13715 (1412 Cherry Street):
The South 75 feet of Lot Six (6), Block Thirty (30) of BURKETT'S SUBDIVISION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi;

AND ALSO:

A part of that part of vacated Cherry Street more particularly described as follows, to wit: Commence at the Southwest Corner of Lot6, block 30 of Burkett's Subdivision and run thence

North along the West margin of Lot 6, Block 30 of said subdivision for a distance of 75 feet, run thence West for a distance of 10 feet, run thence South for a distance of 75 feet, run thence East for a distance of 10 feet to the point of beginning; together with all improvements thereon and appurtenances thereunto belonging.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Dryden and was adopted by the following vote to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of May A.D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of May A.D., 2014.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1111

File ID: 2014-1111 **Type:** Ordinance **Status:** Agenda Ready

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

File Created: 05/09/2014

Brief Title: Re-zoning and Use Permit on Review - Cherry Street and Shelton Avenue **Final Action:** 05/20/2014

Minute Book Number: MB2014-139-140

Title:

APPROVE or DENY to Adopt Ordinances for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1506 Cherry Street (Parcel #038G-15-231.00, PPIN #13777, Ward 5), 1508 ½ Cherry Street (Parcel #038G-15-232.00, PPIN #13779, Ward 5) and an undeveloped lot along Shelton Avenue (Parcel #038H-15-171.00, PPIN #13776, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Notes:

Sponsors: **Enactment Date:**

Attachments: May PC Minutes (DRAFT), Image Sheet - William Carey (CDE), Staff Summary - William Carey (Rezoning and Use Permit (C)), Staff Summary - William Carey (Rezoning and Use Permit (D)), Staff Summary - William Carey (Rezoning and Use Permit (E)), Ordinance - William Carey (C), Ordinance - William Carey (D), Ordinance - William Carey (E), executed Ordinance - William Carey (C) ORD#3130, executed Ordinance - William Carey (D) ORD#3131, executed Ordinance - William Carey (E) ORD#3132 **Enactment Number:**

Contact: **Meeting Date:** 05/20/2014

Drafter: Tamika Paige **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

1	City Council - Amendments to the Agenda	05/20/2014		
1	City Council	05/20/2014	Adopt	Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to APPROVE to Adopt Ordinances (Numbers 3130, 3131 and 3132) for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1506 Cherry Street (Parcel #038G-15-231.00, PPIN #13777, Ward 5), 1508 ½ Cherry Street (Parcel #038G-15-232.00, PPIN #13779, Ward 5) and an undeveloped lot along Shelton Avenue (Parcel #038H-15-171.00, PPIN #13776, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

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

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

Nays: 0

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

Text of Legislative File 2014-1111

Title

APPROVE or DENY to Adopt Ordinances for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 1506 Cherry Street (Parcel #038G-15-231.00, PPIN #13777, Ward 5), 1508 ½ Cherry Street (Parcel #038G-15-232.00, PPIN #13779, Ward 5) and an undeveloped lot along Shelton Avenue (Parcel #038H-15-171.00, PPIN #13776, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesburg Planning Commission recommended to APPROVE on May 7, 2014.

Summary

Re-zoning and Use Permit on Review - 1506 Cherry St, 1508 ½ Cherry Street an undeveloped lot along Shelton Ave

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

May 7, 2014

The Hattiesburg Planning Commission did meet in a regular session on May 7, 2014 at 1:05 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Chairman
Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
John Blanks
Jessie Wilson

Commissioners Absent: Judy Corts
Annie Pope
Don McCleskey

Also Present: Pattie Brantley, Director of Urban Development
Michael Maret, Planner
Steve Mitchell, Building Official
Nick Williams, Website Technician

Joseph White, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:07 P.M.

INVOCATION Commissioner John Blanks, gave the invocation.

AGENDA REVIEW

There came the matter of the May 2014 Agenda. A request was made by Chairman White for a motion to Approve or Deny the May 2014 Agenda. A motion was made by Commissioner Conville to Approve the May 2014 Agenda and Seconded by Commissioner Wilson.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the April 2, 2014 minutes. A request was made by Chairman White for a motion to Approve or Deny the April 2014 Minutes. A motion was made by Commissioner Blanks to approve the minutes as amended and seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Steve Mitchell was introduced to the Commission as the new Building Official. He provided them with a report breaking down issued permits, buildings demolished, fees collected, etc., for this year to date compared to last year.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission of the actions of the City Council relative to last month's actions, noting that they were all approved. She also introduced Nick Williams, website technician, who is new to the Urban Development Department and will be assisting with updating the City of Hattiesburg's website.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. Chairman White had nothing to report.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Variance), John Anglin, Petitioner, on behalf of Turtle Creek Development, LLC, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request a variance from Section 89.04.29 (Off-Street Parking requirements) which states that two (2) parking spaces for each dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit, for properties located at 75 Cross Creek Parkway (Parcel #051M-11-011.00, PPIN #7622, Ward 3). The subject property is zoned R-3 (Multi-Family Residential) District.
Commissioner Conville left the meeting before the Business Meeting.

	Name	Address	City/State
Presented by:	John C Anglin	6652 US Hwy 98	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the variance for Off-Street Parking Requirements for Multi-Family Dwellings. She stated the basis for her motion is 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Variances), Darlene Thomas, of Image Signs, Petitioner, on behalf of Ephesus Seventh Day Adventist Church, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request variances from Article 5, Section 95.07 (2C) and (2D), and which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet, that the sign may not be internally illuminated and instead allow internal illumination, and the height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet, for a certain property located at 500 Helveston Road (Parcels #0385-21-009.00, PPIN #27423, Ward 5). The subject property is zoned R-1A (Single-Family Residential) District.

	Name	Address	City/State
Presented by:	Darlene Thomas	310 S. 25th Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Wilson made a motion to approve the variances from Article 5, Section 95.07 (2C) and (2D. She stated the basis for her motion is that granting the variances was 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman

Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Items C - J (Rezoning and Use Permit), Robert Blevins, Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification for 1406, 1412, 1506, 1508½ Cherry Street; 311 County Drive; 609, 611 Shelton Avenue, and an additional undeveloped property on Shelton (PPIN #13776) from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8 for each of the above properties.

	Name	Address	City/State
Presented by:	Robert Blevins	WCU: 498 Tuscan Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the rezoning of properties from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District, as well as approve the "Use Permit on Review" for University or College Use in the R-2 (Two-Family Residential) District. She stated the basis for her motion is the change in neighborhood character and to continue the expansion of William Carey University campus and uses. The motion was seconded by Commissioner Blanks.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 2:10 P.M.

_____
Joe White, Chairman

_____
Pattie Brantley, Director of Urban Development.

SUBJECT PARCELS:

1506 Cherry St, Robert Blevins (C)
1508½ Cherry St, Robert Blevins (D)
PPIN 13776, Robert Blevins (E)

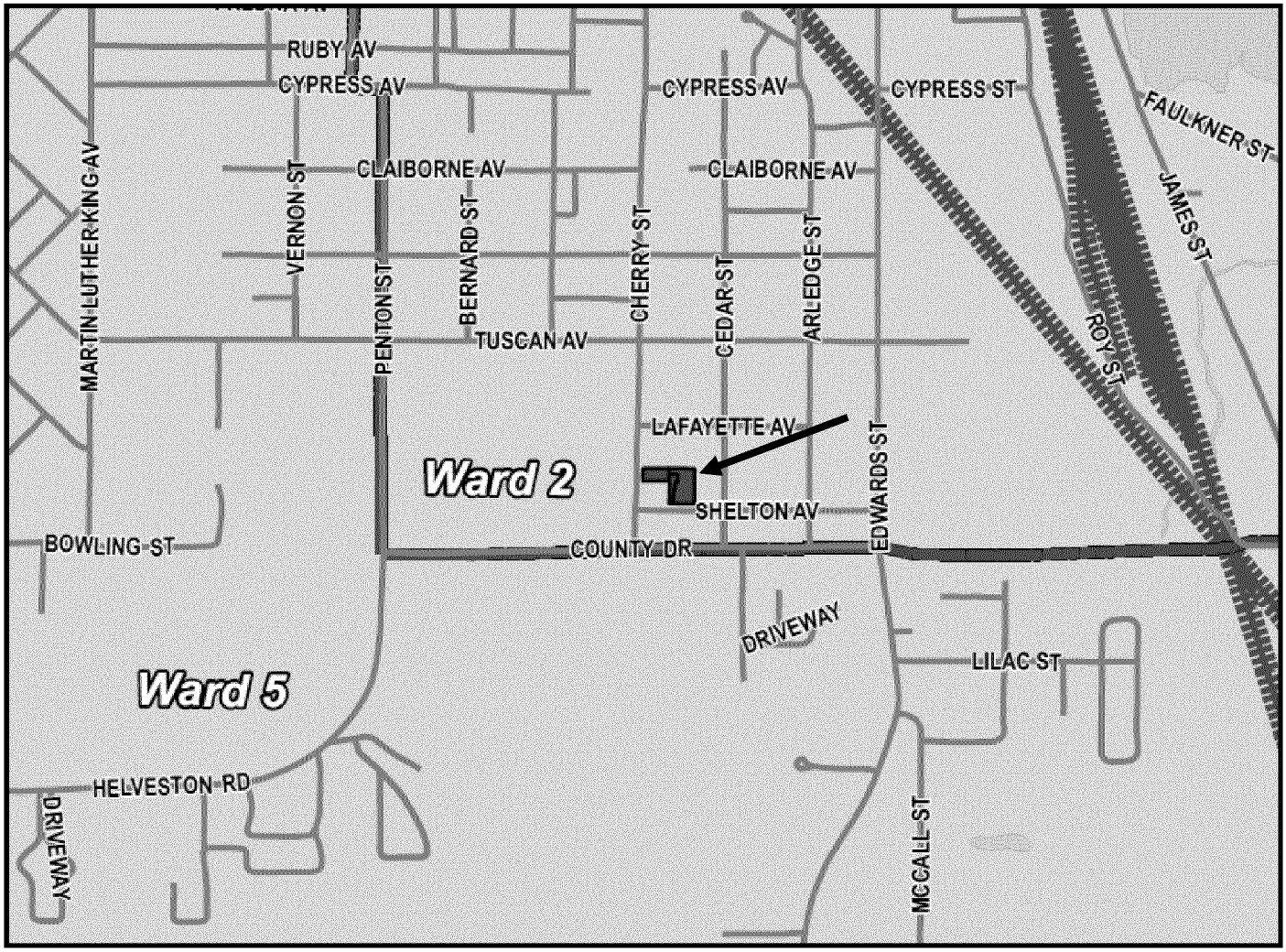
These adjacent sites include one residential structure, and two others that have been cleared of their structures. The request for rezoning from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District would allow William Carey to use them with a "Use Permit on Review" for a University or College use.



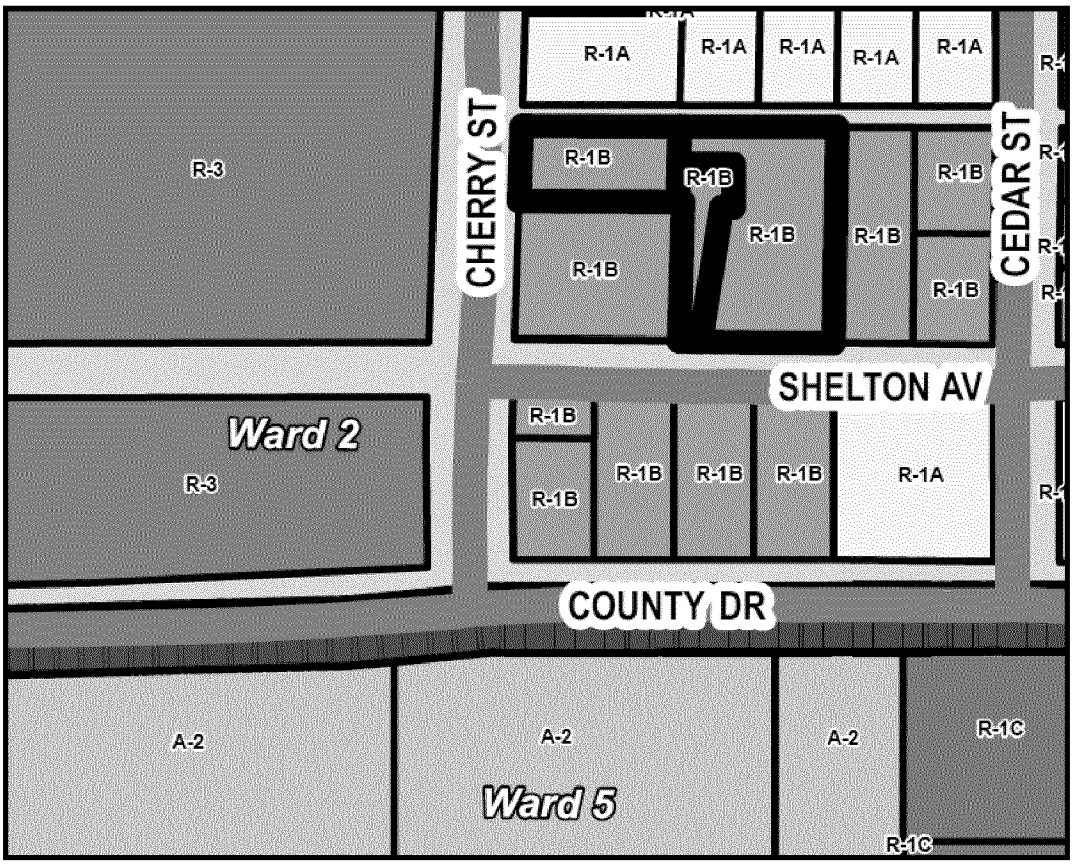




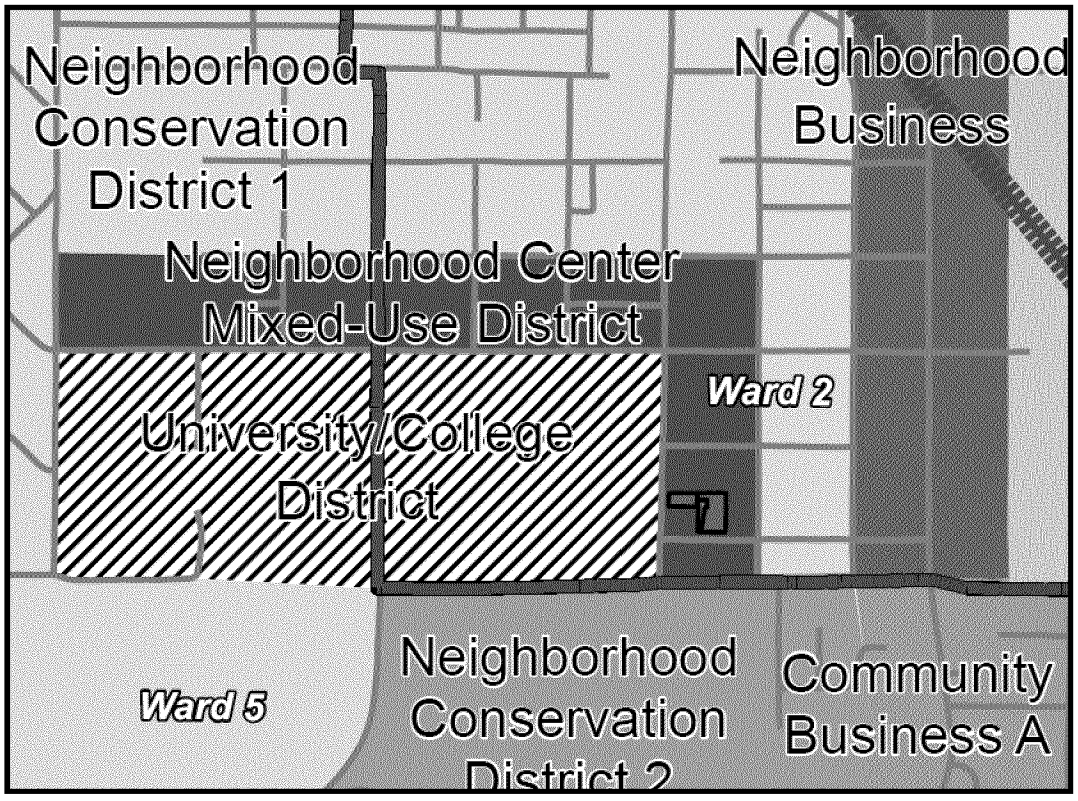
Vicinity Map



Zoning Map



Future Land Use Map



SURROUNDING AREA

Northern Direction: Residential structures zoned R-1A (Single Family Residential) District.





Eastern Direction: Residential structures zoned R-1B (Single Family Residential) District.



Western Direction: William Carey University zoned R-3 (Multi-Family Residential) District.



Southern Direction: Residential structures zoned R-1B (Single Family Residential) District.

Planning Commission
Case Fact Sheet

Names of Applicant:	Robert Blevins, Petitioner William Carey University, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
1506 Cherry St	038G-15-231.00	13777	2

Requests: **Rezoning and Use Permit on Review**

Purpose of Request: To consider an application to **Rezone** the property from **R-1B (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**. The petitioner is also requesting a **"Use Permit on Review"** for a **University or College Use** as defined in **Ordinance/Section 55.3.8**.

Application Summary: The purpose of rezoning this property is to allow for growth and redevelopment for university uses.

Applicable Regulations:

SECTION 53 **R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT**

53.01 General Description - The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 55 **R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description - This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1B (Single-Family Residential) District.

Present Use: Residential Structure

Surrounding Zoning and Land Use:

North: R-1A Single Family Residential District
South: R-1B Single Family Residential District
East: R-1B Single Family Residential District
West: R-3 Multi-Family Residential District / WCU

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Planned Mixed-Use District.

District Overview: The Planned Mixed-Use District provides locations for a range of compatible uses that are planned and constructed as a single, cohesive development. This district includes planned unit developments and any other mixed-use properties planned and constructed in a similar manner. In this district, a mix of residential, office, public and commercial land uses may be found that create a unique destination for living, working, and shopping.

District Characteristics: The characteristics of this district include the following: a mix of building types; single-family and multi-family residences; buildings and uses connected with sidewalks and pedestrian pathways; shared parking in public lots; green space in the form of smaller public parks, plazas, and courtyards; and buildings with both residential and commercial uses.

District Land Uses: The following land uses should be found in this district: single-family residential uses; townhomes; second-floor apartments over retail or service businesses; apartment buildings integrated into the fabric of the development (as opposed to being

positioned on out-parcels); low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and semi-public uses, such as churches, schools, and public offices; arts-related businesses; and anchor businesses such as grocery stores, movie theaters, and department stores.

Most Nearly Bounded By (streets): This parcel is bounded to the west by Cherry Street, Lafayette Avenue to the north, Shelton Avenue to the south, and Cedar Street to the east.

Adverse Influences: None

Positive Influences: Following Future Land Use Plan.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 23, 2014.

Rezoning Comments: R-2 (Two-Family Residential) District is the lowest zoning district that allows University and College uses as a use permit on review.

Rezoning Basis for Approval: 1. Change in neighborhood character.

Rezoning - Options: Recommend approval or denial of the request to change the zoning classification of a certain property located at 1506 Cherry Street (Parcel #038G-15-231.00, PPIN #13777, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District.

Use Permit Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Use Permit Basis for Approval: 1. To continue the expansion of William Carey University campus and uses.

Use Permit - Options: Recommend approval or denial of the request for a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. for the subject parcel: #038G-15-231.00 (PPIN #13777).

Planning Commission
Case Fact Sheet

Names of Applicant:	Robert Blevins, Petitioner William Carey University, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
1508½ Cherry St	038G-15-232.00	13779	2

Requests: **Rezoning and Use Permit on Review**

Purpose of Request: To consider an application to **Rezone** the property from **R-1B (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**. The petitioner is also requesting a **"Use Permit on Review"** for a **University or College Use** as defined in **Ordinance/Section 55.3.8**.

Application Summary: The purpose of rezoning this property is to allow for growth and redevelopment for university uses.

Applicable Regulations:

SECTION 53 **R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT**

53.01 General Description - The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 55 **R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description - This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1B (Single-Family Residential) District.

Present Use: Cleared lot.

Surrounding Zoning and Land Use:

North: R-1A Single Family Residential District
South: R-1B Single Family Residential District
East: R-1B Single Family Residential District
West: R-1B Single Family Residential District

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Planned Mixed-Use District.

District Overview: The Planned Mixed-Use District provides locations for a range of compatible uses that are planned and constructed as a single, cohesive development. This district includes planned unit developments and any other mixed-use properties planned and constructed in a similar manner. In this district, a mix of residential, office, public and commercial land uses may be found that create a unique destination for living, working, and shopping.

District Characteristics: The characteristics of this district include the following: a mix of building types; single-family and multi-family residences; buildings and uses connected with sidewalks and pedestrian pathways; shared parking in public lots; green space in the form of smaller public parks, plazas, and courtyards; and buildings with both residential and commercial uses.

District Land Uses: The following land uses should be found in this district: single-family residential uses; townhomes; second-floor apartments over retail or service businesses; apartment buildings integrated into the fabric of the development (as opposed to being

positioned on out-parcels); low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and semi-public uses, such as churches, schools, and public offices; arts-related businesses; and anchor businesses such as grocery stores, movie theaters, and department stores.

Most Nearly Bounded By (streets): This parcel is bounded to the west by Cherry Street, Lafayette Avenue to the north, Shelton Avenue to the south, and Cedar Street to the east.

Adverse Influences:

Positive Influences: Following Future Land Use Plan.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 30, 2014.

Rezoning Comments: R-2 (Two-Family Residential) District is the lowest zoning district that allows University and College uses as a use permit on review.

Rezoning Basis for Approval: 1. Change in neighborhood character.

Rezoning - Options: Recommend approval or denial of the request to change the zoning classification of a certain property located at 1508½ Cherry Street (Parcel #038G-15-232.00, PPIN #13779, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District.

Use Permit Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Use Permit Basis for Approval: 1. To continue the expansion of William Carey University campus and uses.

Use Permit - Options: Recommend approval or denial of the request for a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. for the subject parcel: #038G-15-232.00 (PPIN #13779).

Planning Commission
Case Fact Sheet

Names of Applicant:	Robert Blevins, Petitioner William Carey University, Owner		
Address of Property:	**Tax Parcels/Ward:** 038H-15-171.00	**PPIN:** 13776	**Ward:** 2

Requests: **Rezoning and Use Permit on Review**

Purpose of Request: To consider an application to **Rezone** the property from **R-1B (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**. The petitioner is also requesting a **"Use Permit on Review"** for a **University or College Use** as defined in **Ordinance/Section 55.3.8**.

Application Summary: The purpose of rezoning this property is to allow for growth and redevelopment for university uses.

Applicable Regulations:

SECTION 53 **R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT**

53.01 General Description - The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 55 **R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description - This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1B (Single-Family Residential) District.

Present Use: Forested lot.

Surrounding Zoning and Land Use:

North: R-1A Single Family Residential District
South: R-1B Single Family Residential District
East: R-1B Single Family Residential District
West: R-1B Single Family Residential District

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Planned Mixed-Use District.

District Overview: The Planned Mixed-Use District provides locations for a range of compatible uses that are planned and constructed as a single, cohesive development. This district includes planned unit developments and any other mixed-use properties planned and constructed in a similar manner. In this district, a mix of residential, office, public and commercial land uses may be found that create a unique destination for living, working, and shopping.

District Characteristics: The characteristics of this district include the following: a mix of building types; single-family and multi-family residences; buildings and uses connected with sidewalks and pedestrian pathways; shared parking in public lots; green space in the form of smaller public parks, plazas, and courtyards; and buildings with both residential and commercial uses.

District Land Uses: The following land uses should be found in this district: single-family residential uses; townhomes; second-floor apartments over retail or service businesses; apartment buildings integrated into the fabric of the development (as opposed to being

positioned on out-parcels); low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and semi-public uses, such as churches, schools, and public offices; arts-related businesses; and anchor businesses such as grocery stores, movie theaters, and department stores.

Most Nearly Bounded By (streets): This parcel is bounded to the west by Cherry Street, Lafayette Avenue to the north, Shelton Avenue to the south, and Cedar Street to the east.

Adverse Influences:

Positive Influences: Following Future Land Use Plan.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 30, 2014.

Rezoning Comments: R-2 (Two-Family Residential) District is the lowest zoning district that allows University and College uses as a use permit on review.

Rezoning Basis for Approval: 1. Change in neighborhood character.

Rezoning - Options: Recommend approval or denial of the request to change the zoning classification of a certain unaddressed property fronting Shelton Ave (Parcel #038H-15-171.00, PPIN #13776, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District.

Use Permit Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Use Permit Basis for Approval: 1. To continue the expansion of William Carey University campus and uses.

Use Permit - Options: Recommend approval or denial of the request for a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. for the subject parcel: #038H-15-171.00 (PPIN #13776).

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 1506 CHERRY STREET (PARCEL 038G-15-231.00, PPIN 13777, WARD 5), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13777 (1506 Cherry Street):
Commence at the NW corner, Lot 7, Block 35 of the BURKETT'S SUBDIVISION, in Hattiesburg, Forrest County, Mississippi, being the Point of Beginning, Thence, run East 135.0 feet: thence run South 70.0 feet; thence, run West 135.0 feet; thence, run North 70.0 feet back to the Point of Beginning. Parcel of land being a part of Lots 7 & 8; together with all improvements and appurtenances thereunto belonging.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid

Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 1508 ½ CHERRY STREET (PARCEL 038G-15-232.00, PPIN 13779, WARD 5), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13779 (1508 ½ Cherry Street):
A part of Lots 8 & 9, Block 35 of the Burkett's Subdivision, Hattiesburg, Forrest County, Mississippi, and more particularly described as commencing at the Southwest corner of Lot 7, Block 35 of the above said subdivision; thence North and along the West line of said Lot 7 for 130 feet; thence at an interior angle of 89 degrees 40' to the left run Easterly 135.62 feet to the Point of Beginning; thence continue Easterly and along the same line for 5 feet; thence at an exterior angle of 90 degrees 20' to the left run South 130 feet to the North line of Shelton Avenue; thence Easterly along the North line of Shelton Avenue for 17.1 feet; thence run at an interior angle of 97 degrees 49' 30" to the right run Northeasterly 127.2 feet; thence at an exterior angle of 97 degrees

30’ to the left run Easterly 11 feet; thence at an interior angle of 90 degrees 04’ 30” to the right run Northerly 40 feet; thence at an interior angle of 89 degrees 55’ 30” to the right run Westerly 51.2 feet: thence at an interior angle of 90 degrees 04’ 30” to the right run Southerly 35.9 feet to the Point of Beginning.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR AN UNDEVELOPED LOT ALONG SHELTON AVENUE (PARCEL 038H-15-171.00, PPIN 13776, WARD 5), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13776 (undeveloped lot along Shelton Avenue):
All of Lot 10 and Parts of Lot 9, in Block 35 of the Burkett Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi, more fully described as,

Commence at the Southeast corner of Lot 10, thence West 122.6 feet; thence North 8 degrees East 127.2 feet; thence East 11 feet; thence North 40 feet; thence West 51 feet; thence North 35 feet; thence East 145 feet; thence South 200 feet back to the Point of Beginning all in Block 35, of the Burkett Subdivision Forrest County, Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3130

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 1506 CHERRY STREET (PARCEL 038G-15-231.00, PPIN 13777, WARD 2), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13777 (1506 Cherry Street):
Commence at the NW corner, Lot 7, Block 35 of the BURKETT'S SUBDIVISION, in Hattiesburg, Forrest County, Mississippi, being the Point of Beginning, Thence, run East 135.0 feet: thence run South 70.0 feet; thence, run West 135.0 feet; thence, run North 70.0 feet back to the Point of Beginning. Parcel of land being a part of Lots 7 & 8; together with all improvements and appurtenances thereunto belonging.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid

Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Dryden and was adopted by the following vote to-wit:

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of May A.D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of May A.D., 2014.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3131

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 1508 ½ CHERRY STREET (PARCEL 038G-15-232.00, PPIN 13779, WARD 2), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13779 (1508 ½ Cherry Street):
A part of Lots 8 & 9, Block 35 of the Burkett's Subdivision, Hattiesburg, Forrest County, Mississippi, and more particularly described as commencing at the Southwest corner of Lot 7, Block 35 of the above said subdivision; thence North and along the West line of said Lot 7 for 130 feet; thence at an interior angle of 89 degrees 40' to the left run Easterly 135.62 feet to the Point of Beginning; thence continue Easterly and along the same line for 5 feet; thence at an exterior angle of 90 degrees 20' to the left run South 130 feet to the North line of Shelton Avenue; thence Easterly along the North line of Shelton Avenue for 17.1 feet; thence run at an interior angle of 97 degrees 49' 30" to the right run Northeasterly 127.2 feet; thence at an

30' to the left run Easterly 11 feet; thence at an interior angle of 90 degrees 04' 30" to the right run Northerly 40 feet; thence at an interior angle of 89 degrees 55' 30" to the right run Westerly 51.2 feet: thence at an interior angle of 90 degrees 04' 30" to the right run Southerly 35.9 feet to the Point of Beginning.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Dryden and was adopted by the following vote to-wit:

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of May A.D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of May A.D., 2014.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3132

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR AN UNDEVELOPED LOT ALONG SHELTON AVENUE (PARCEL 038H-15-171.00, PPIN 13776, WARD 2), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13776 (undeveloped lot along Shelton Avenue):
All of Lot 10 and Parts of Lot 9, in Block 35 of the Burkett Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi, more fully described as,

Commence at the Southeast corner of Lot 10, thence West 122.6 feet; thence North 8 degrees East 127.2 feet; thence East 11 feet; thence North 40 feet; thence West 51 feet; thence North 35 feet; thence East 145 feet; thence South 200 feet back to the Point of Beginning all in Block 35, of the Burkett Subdivision Forrest County, Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Dryden and was adopted by the following vote to-wit:

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of May A.D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of May A.D., 2014.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1112

File ID:	2014-1112	**Type:**	Ordinance	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/09/2014
Brief Title:	Re-zoning and Use Permit on Review - 609 Shelton Ave, 611 Shelton Ave and 311 County Dr			**Final Action:**	05/20/2014
				Minute Book Number:	MB2014-142

Title:

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 609 Shelton Avenue (Parcel #038G-15-237.00, PPIN #13785, Ward 5), 611 Shelton Ave (Parcel #038G-15-235.00, PPIN #13787, Ward 5) and 311 County Drive (Parcel #038G-15-236.00, PPIN #13786, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesbur Planning Commission recommended to APPROVE on May 7, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: May PC Minutes (DRAFT), Image Sheet - William Carey (FGH), Staff Summary - William Carey (Rezoning and Use Permit (F)), Staff Summary - William Carey (Rezoning and Use Permit (G)), Staff Summary - William Carey (Rezoning and Use Permit (H)), Ordinance - William Carey (F), Ordinance - William Carey (G), Ordinance - William Carey (H), executed Ordinance - William Carey (F) ORD#3133, executed Ordinance - William Carey (G) ORD#3134, executed Ordinance - William Carey (H) ORD#3135

Enactment Number:

Contact:

Meeting Date: 05/20/2014

Drafter: Tamika Paige

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

1	City Council - Amendments to the Agenda	05/20/2014		
1	City Council	05/20/2014	Adopt	Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to APPROVE to Adopt Ordinances (Numbers 3133, 3134 and 3135) for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 609 Shelton Avenue (Parcel #038G-15-237.00, PPIN #13785, Ward 5), 611 Shelton Ave (Parcel #038G-15-235.00, PPIN #13787, Ward 5) and 311 County Drive (Parcel #038G-15-236.00, PPIN #13786, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesbur Planning Commission recommended to APPROVE on May 7, 2014.

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

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

Nays: 0

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

Text of Legislative File 2014-1112

Title

APPROVE or DENY to Adopt an Ordinance for the petition filed by Robert Blevins, Applicant on behalf of William Carey University, Owner, to change the zoning classification of a certain property located at 609 Shelton Avenue (Parcel #038G-15-237.00, PPIN #13785, Ward 5), 611 Shelton Ave (Parcel #038G-15-235.00, PPIN #13787, Ward 5) and 311 County Drive (Parcel #038G-15-236.00, PPIN #13786, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8; Hattiesbur Planning Commission recommended to APPROVE on May 7, 2014.

Summary

Re-zoning and Use Permit on Review - 609 Shelton Ave, 611 Shelton Ave and 311 County Dr

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

May 7, 2014

The Hattiesburg Planning Commission did meet in a regular session on May 7, 2014 at 1:05 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Chairman
Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
John Blanks
Jessie Wilson

Commissioners Absent: Judy Corts
Annie Pope
Don McCleskey

Also Present: Pattie Brantley, Director of Urban Development
Michael Maret, Planner
Steve Mitchell, Building Official
Nick Williams, Website Technician

Joseph White, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:07 P.M.

INVOCATION Commissioner John Blanks, gave the invocation.

AGENDA REVIEW

There came the matter of the May 2014 Agenda. A request was made by Chairman White for a motion to Approve or Deny the May 2014 Agenda. A motion was made by Commissioner Conville to Approve the May 2014 Agenda and Seconded by Commissioner Wilson.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the April 2, 2014 minutes. A request was made by Chairman White for a motion to Approve or Deny the April 2014 Minutes. A motion was made by Commissioner Blanks to approve the minutes as amended and seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Jessie Wilson
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Steve Mitchell was introduced to the Commission as the new Building Official. He provided them with a report breaking down issued permits, buildings demolished, fees collected, etc., for this year to date compared to last year.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission of the actions of the City Council relative to last month's actions, noting that they were all approved. She also introduced Nick Williams, website technician, who is new to the Urban Development Department and will be assisting with updating the City of Hattiesburg's website.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. Chairman White had nothing to report.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Variance), John Anglin, Petitioner, on behalf of Turtle Creek Development, LLC, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request a variance from Section 89.04.29 (Off-Street Parking requirements) which states that two (2) parking spaces for each dwelling unit are required and instead allow one and eighty-six one hundredths (1.86) parking spaces per dwelling unit, for properties located at 75 Cross Creek Parkway (Parcel #051M-11-011.00, PPIN #7622, Ward 3). The subject property is zoned R-3 (Multi-Family Residential) District.
Commissioner Conville left the meeting before the Business Meeting.

	Name	Address	City/State
Presented by:	John C Anglin	6652 US Hwy 98	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the variance for Off-Street Parking Requirements for Multi-Family Dwellings. She stated the basis for her motion is 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Variances), Darlene Thomas, of Image Signs, Petitioner, on behalf of Ephesus Seventh Day Adventist Church, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request variances from Article 5, Section 95.07 (2C) and (2D), and which states that the sign may not exceed sixteen (16) square feet and instead allow thirty-two (32) square feet, that the sign may not be internally illuminated and instead allow internal illumination, and the height shall not exceed six (6) feet and instead allow seven and one half (7.5) feet, for a certain property located at 500 Helveston Road (Parcels #0385-21-009.00, PPIN #27423, Ward 5). The subject property is zoned R-1A (Single-Family Residential) District.

	Name	Address	City/State
Presented by:	Darlene Thomas	310 S. 25th Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Wilson made a motion to approve the variances from Article 5, Section 95.07 (2C) and (2D. She stated the basis for her motion is that granting the variances was 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. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman

Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Items C - J (Rezoning and Use Permit), Robert Blevins, Applicant on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification for 1406, 1412, 1506, 1508½ Cherry Street; 311 County Drive; 609, 611 Shelton Avenue, and an additional undeveloped property on Shelton (PPIN #13776) from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District. The petitioner is also requesting a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8 for each of the above properties.

	Name	Address	City/State
Presented by:	Robert Blevins	WCU: 498 Tuscan Ave	Hattiesburg, MS
Proponents:	Shawn O'Hara	PO Box 15275	Hattiesburg, MS
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the rezoning of properties from R-1A and R-1B (Single-Family Residential) Districts to R-2 (Two-Family Residential) District, as well as approve the "Use Permit on Review" for University or College Use in the R-2 (Two-Family Residential) District. She stated the basis for her motion is the change in neighborhood character and to continue the expansion of William Carey University campus and uses. The motion was seconded by Commissioner Blanks.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
John Blanks
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 2:10 P.M.

_____
Joe White, Chairman

_____
Pattie Brantley, Director of Urban Development.

SUBJECT PARCELS:

609 Shelton Ave, Robert Blevins (F)
611 Shelton Ave, Robert Blevins (H)
311 Country Ave, Robert Blevins (G)

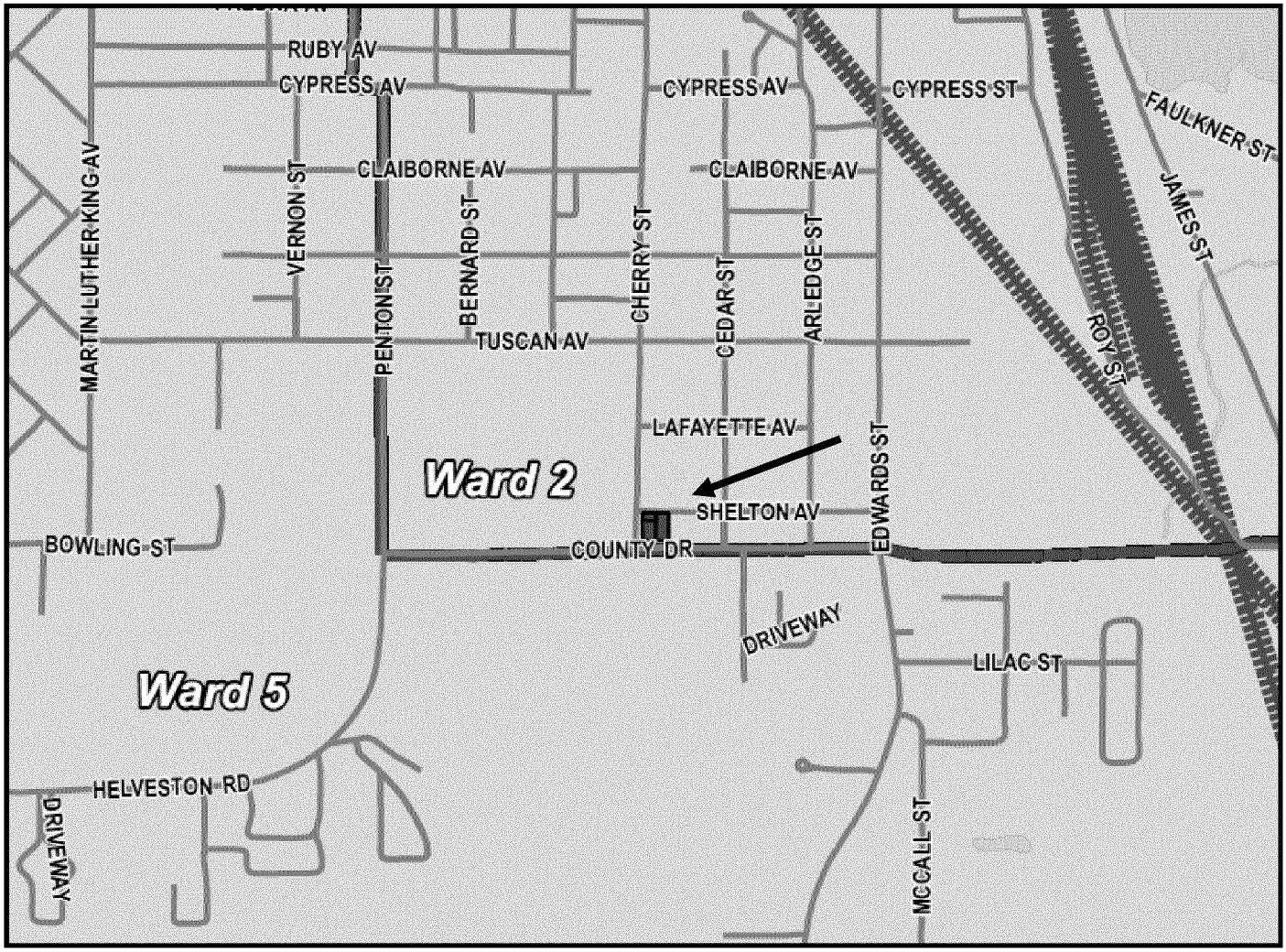
These adjacent sites have been cleared of their structures. The request for rezoning from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District would allow William Carey to use them with a "Use Permit on Review" for a University or College use.



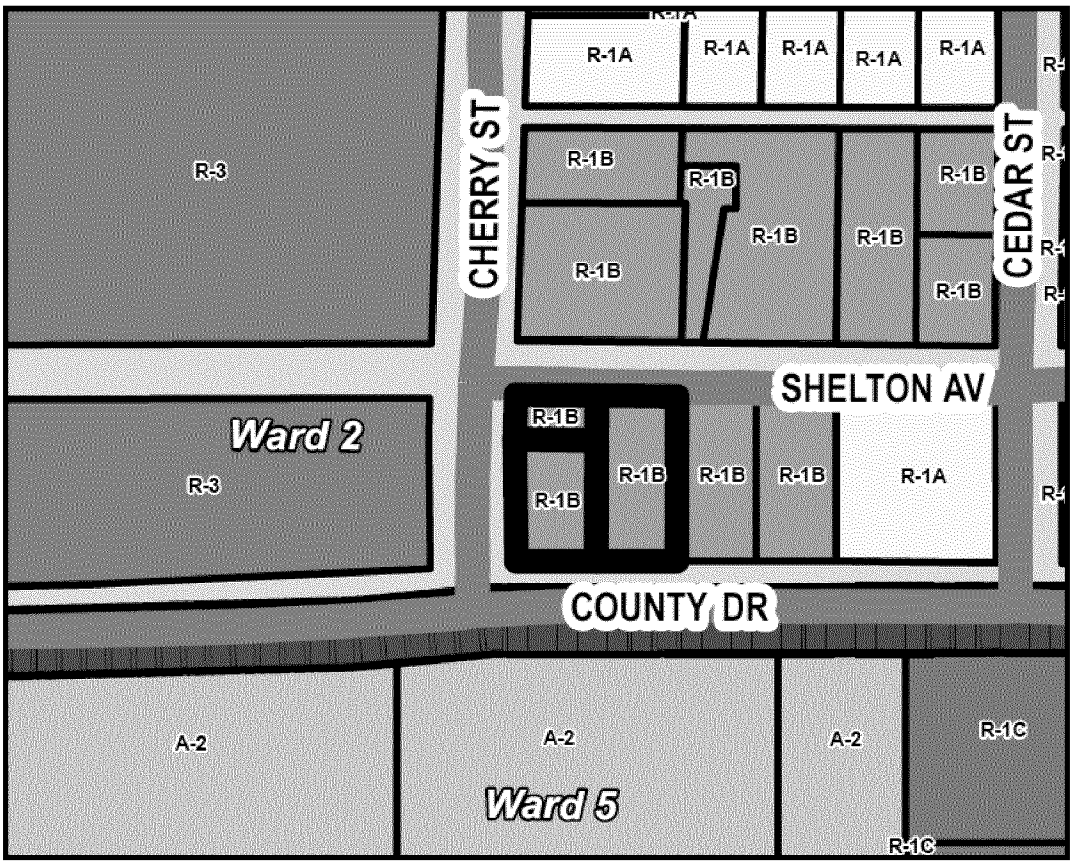




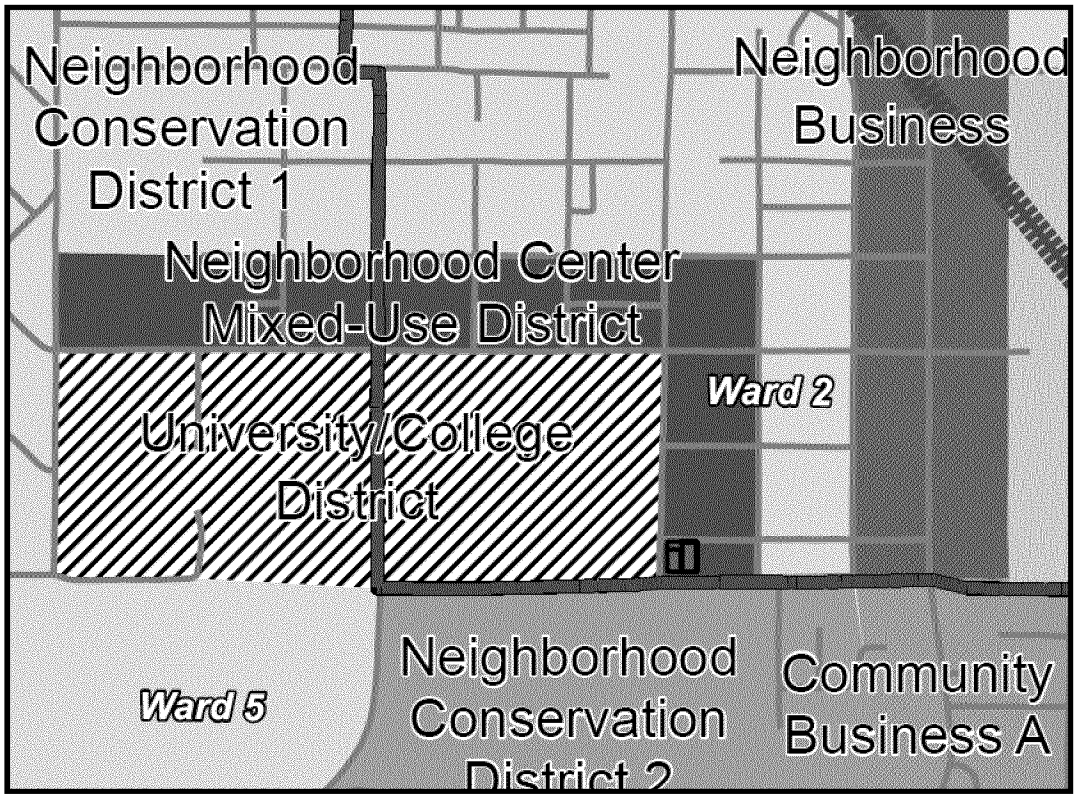
Vicinity Map



Zoning Map



Future Land Use Map



SURROUNDING AREA

Northern Direction: Residential structures zoned R-1A (Single Family Residential) District.

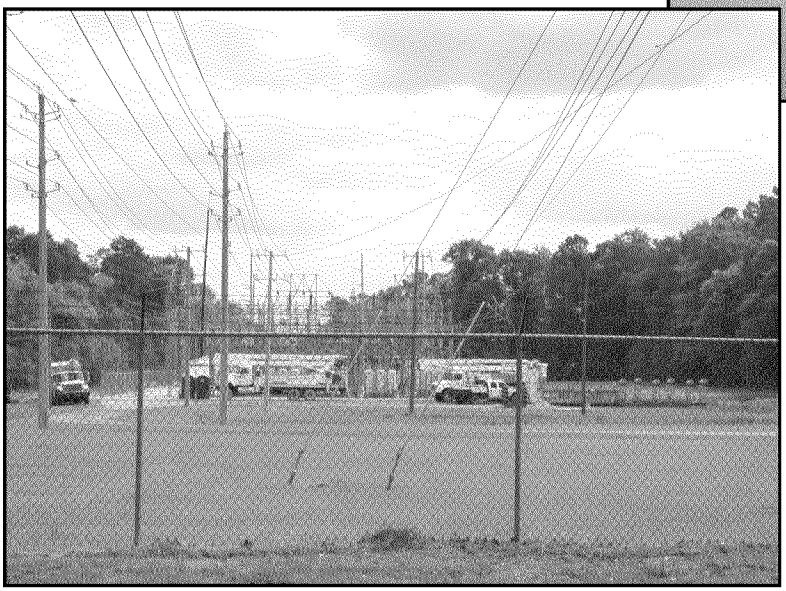




Eastern Direction: Residential structures zoned R-1B (Single Family Residential) District.



Western Direction: William Carey University zoned R-3 (Multi-Family Residential) District.



Southern Direction: Utility yard zoned A-2 (Agricultural-Residential) District.

Planning Commission
Case Fact Sheet

Names of Applicant:	Robert Blevins, Petitioner William Carey University, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
609 Shelton Ave	038G-15-237.00	13785	2

Requests: **Rezoning and Use Permit on Review**

Purpose of Request: To consider an application to **Rezone** the property from **R-1B (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**. The petitioner is also requesting a **"Use Permit on Review"** for a **University or College Use** as defined in **Ordinance/Section 55.3.8**.

Application Summary: The purpose of rezoning this property is to allow for growth and redevelopment for university uses.

Applicable Regulations:

SECTION 53 **R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT**

53.01 General Description - The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 55 **R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description - This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1B (Single-Family Residential) District.

Present Use: Cleared lot.

Surrounding Zoning and Land Use:

North: R-1B Single Family Residential District
South: A-2 Agricultural-Residential District
East: R-1B Single Family Residential District
West: R-1B Single Family Residential District

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Planned Mixed-Use District.

District Overview: The Planned Mixed-Use District provides locations for a range of compatible uses that are planned and constructed as a single, cohesive development. This district includes planned unit developments and any other mixed-use properties planned and constructed in a similar manner. In this district, a mix of residential, office, public and commercial land uses may be found that create a unique destination for living, working, and shopping.

District Characteristics: The characteristics of this district include the following: a mix of building types; single-family and multi-family residences; buildings and uses connected with sidewalks and pedestrian pathways; shared parking in public lots; green space in the form of smaller public parks, plazas, and courtyards; and buildings with both residential and commercial uses.

District Land Uses: The following land uses should be found in this district: single-family residential uses; townhomes; second-floor apartments over retail or service businesses; apartment buildings integrated into the fabric of the development (as opposed to being

positioned on out-parcels); low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and semi-public uses, such as churches, schools, and public offices; arts-related businesses; and anchor businesses such as grocery stores, movie theaters, and department stores.

Most Nearly Bounded By (streets): This parcel is bounded to the west by Cherry Street, Shelton Avenue to the north, Country Drive to the south, and Cedar Street to the east.

Adverse Influences:

Positive Influences: Following Future Land Use Plan.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 30, 2014.

Rezoning Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Rezoning Basis for Approval: 1. Change in neighborhood character.

Rezoning - Options: Recommend approval or denial of the request to change the zoning classification of a certain property located at 609 Shelton Avenue (Parcel #038G-15-237.00, PPIN #13785, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District.

Use Permit Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Use Permit Basis for Approval: 1. To continue the expansion of William Carey University campus and uses.

Use Permit - Options: Recommend approval or denial of the request for a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. for the subject parcel: #038G-15-237.00 (PPIN #13785).

Planning Commission
Case Fact Sheet

Names of Applicant:	Robert Blevins, Petitioner William Carey University, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
311 County Drive	038G-15-236.00	13786	2

Requests: **Rezoning and Use Permit on Review**

Purpose of Request: To consider an application to **Rezone** the property from **R-1B (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**. The petitioner is also requesting a **"Use Permit on Review"** for a **University or College Use** as defined in **Ordinance/Section 55.3.8**.

Application Summary: The purpose of rezoning this property is to allow for growth and redevelopment for university uses.

Applicable Regulations:

SECTION 53 **R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT**

53.01 General Description - The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 55 **R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description - This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1B (Single-Family Residential) District.

Present Use: Cleared lot.

Surrounding Zoning and Land Use:

North: R-1B Single Family Residential District
South: A-2 Agricultural-Residential District
East: R-1B Single Family Residential District
West: R-3 Multi-Family Residential District / WCU

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Planned Mixed-Use District.

District Overview: The Planned Mixed-Use District provides locations for a range of compatible uses that are planned and constructed as a single, cohesive development. This district includes planned unit developments and any other mixed-use properties planned and constructed in a similar manner. In this district, a mix of residential, office, public and commercial land uses may be found that create a unique destination for living, working, and shopping.

District Characteristics: The characteristics of this district include the following: a mix of building types; single-family and multi-family residences; buildings and uses connected with sidewalks and pedestrian pathways; shared parking in public lots; green space in the form of smaller public parks, plazas, and courtyards; and buildings with both residential and commercial uses.

District Land Uses: The following land uses should be found in this district: single-family residential uses; townhomes; second-floor apartments over retail or service businesses; apartment buildings integrated into the fabric of the development (as opposed to being

positioned on out-parcels); low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and semi-public uses, such as churches, schools, and public offices; arts-related businesses; and anchor businesses such as grocery stores, movie theaters, and department stores.

Most Nearly Bounded By (streets): This parcel is bounded to the west by Cherry Street, Shelton Avenue to the north, Country Drive to the south, and Cedar Street to the east.

Adverse Influences:

Positive Influences: Following Future Land Use Plan.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 30, 2014.

Rezoning Comments: R-2 (Two-Family Residential) District is the lowest zoning district that allows University and College uses as a use permit on review.

Rezoning Basis for Approval: 1. Change in neighborhood character.

Rezoning - Options: Recommend approval or denial of the request to change the zoning classification of a certain property located at 311 County Drive (Parcel #038G-15-236.00, PPIN #13786, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District.

Use Permit Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Use Permit Basis for Approval: 1. To continue the expansion of William Carey University campus and uses.

Use Permit - Options: Recommend approval or denial of the request for a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. for the subject parcel: #038G-15-236.00 (PPIN #13786).

Planning Commission
Case Fact Sheet

Names of Applicant:	Robert Blevins, Petitioner William Carey University, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
611 Shelton Ave	038G-15-235.00	13787	2

Requests: **Rezoning and Use Permit on Review**

Purpose of Request: To consider an application to **Rezone** the property from **R-1B (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**. The petitioner is also requesting a **"Use Permit on Review"** for a **University or College Use** as defined in **Ordinance/Section 55.3.8**.

Application Summary: The purpose of rezoning this property is to allow for growth and redevelopment for university uses.

Applicable Regulations:

SECTION 53 **R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT**

53.01 General Description - The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 55 **R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description - This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1B (Single-Family Residential) District.

Present Use: Cleared lot.

Surrounding Zoning and Land Use:

North: R-1B Single Family Residential District
South: R-1B Single Family Residential District
East: R-1B Single Family Residential District
West: R-3 Multi-Family Residential District / WCU

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Planned Mixed-Use District.

District Overview: The Planned Mixed-Use District provides locations for a range of compatible uses that are planned and constructed as a single, cohesive development. This district includes planned unit developments and any other mixed-use properties planned and constructed in a similar manner. In this district, a mix of residential, office, public and commercial land uses may be found that create a unique destination for living, working, and shopping.

District Characteristics: The characteristics of this district include the following: a mix of building types; single-family and multi-family residences; buildings and uses connected with sidewalks and pedestrian pathways; shared parking in public lots; green space in the form of smaller public parks, plazas, and courtyards; and buildings with both residential and commercial uses.

District Land Uses: The following land uses should be found in this district: single-family residential uses; townhomes; second-floor apartments over retail or service businesses; apartment buildings integrated into the fabric of the development (as opposed to being

positioned on out-parcels); low-intensity retail and service businesses, such as specialty shops, delis and cafes; public and semi-public uses, such as churches, schools, and public offices; arts-related businesses; and anchor businesses such as grocery stores, movie theaters, and department stores.

Most Nearly Bounded By (streets): This parcel is bounded to the west by Cherry Street, Shelton Avenue to the north, Country Drive to the south, and Cedar Street to the east.

Adverse Influences:

Positive Influences: Following Future Land Use Plan.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 30, 2014.

Rezoning Comments: R-2 (Two-Family Residential) District is the lowest zoning district that allows University and College uses as a use permit on review.

Rezoning Basis for Approval: 1. Change in neighborhood character.

Rezoning - Options: Recommend approval or denial of the request to change the zoning classification of a certain property located at 611 Shelton Ave (Parcel #038G-15-235.00, PPIN #13787, Ward 5) from R-1B (Single-Family Residential) District to R-2 (Two-Family Residential) District

Use Permit Comments: R-2 (Two-Family Residential) District zoning allows University and College uses with a use permit.

Use Permit Basis for Approval: 1. To continue the expansion of William Carey University campus and uses.

Use Permit - Options: Recommend approval or denial of the request for a "Use Permit on Review" for a University or College use as defined in Ordinance/Section 55.3.8. for the subject parcel: #038G-15-235.00 (PPIN #13787).

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 609 SHELTON AVENUE (PARCEL 038G-15-237.00, PPIN 13785, WARD 5), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13785 (609 Shelton Avenue):
Lot 5, Block 46 of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as

amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 311 COUNTY DRIVE (PARCEL 038G-15-236.00, PPIN 13786, WARD 5), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13786 (311 County Drive):
Lot 6, less North 40 feet, Block 46 of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as

amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 611 SHELTON AVENUE (PARCEL 038G-15-235.00, PPIN 13787, WARD 5), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13787 (611 Shelton Avenue):
The North 40 feet of Lot 6, Block 46 of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as

amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3133

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 609 SHELTON AVENUE (PARCEL 038G-15-237.00, PPIN 13785, WARD 2), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character and to continue the expansion of William Carey University campus and uses.

Said property is described as follows:

PPIN 13785 (609 Shelton Avenue):
Lot 5, Block 46 of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as

amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Dryden and was adopted by the following vote to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of May A.D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of May A.D., 2014.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3134

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 311 COUNTY DRIVE (PARCEL 038G-15-236.00, PPIN 13786, WARD 2), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Dryden and was adopted by the following vote to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of May A.D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of May A.D., 2014.

ATTEST:

CITY CLERK

APPROVED

MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3135

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 611 SHELTON AVENUE (PARCEL 038G-15-235.00, PPIN 13787, WARD 2), FROM R-1B (SINGLE-FAMILY RESIDNTIAL) DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Dryden and was adopted by the following vote to-wit:

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of May A.D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of May A.D., 2014.

ATTEST:

Connie Everett (DC)

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1141

File ID:	2014-1141	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/20/2014
Brief Title:	Approve Specifications and Authorize Publication of Advertisement for Building Materials and Supplies for the 4th Street Medical Clinic			**Final Action:**	
				Minute Book Number:	MB2014-146

Title:

Approve Specifications and Authorize Publication of Advertisement for Building Materials and Supplies for the 4th Street Medical Clinic

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	05-20-Advertise Medical Clinic Supplies	**Enactment Number:**	
Contact:		**Meeting Date:**	05/20/2014
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	05/20/2014					
1	City Council	05/20/2014					

Text of Legislative File 2014-1141

Title

Approve Specifications and Authorize Publication of Advertisement for Building Materials and Supplies for the 4th Street Medical Clinic

Summary

Approve Specifications and Authorize Publication of Advertisement for Building Materials and Supplies for the 4th Street Medical Clinic

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, June 30, 2014, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following, to-wit:

BUILDING MATERIALS AND SUPPLIES FOR THE 4TH STREET MEDICAL CLINIC

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 "BID" 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 20th day of May, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: BUILDING MATERIALS AND SUPPLIES FOR THE 4TH STREET MEDICAL CLINIC

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

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., Monday, June 30, 2014, 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
BUILDING MATERIALS AND SUPPLIES FOR THE 4TH STREET MEDICAL CLINIC
SUBMITTED BY 10:00 A.M. JUNE 30, 2014

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 20th day of May A. D., 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

PROJECT: W 4th St. Medical Clinic

QTY	STOCK #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2		220 White Picture		
		Windows 4X4 Colite		
		Clear Insulated Glass		
		W/No Nail Finish		
		Size 47 1/2 X 51 1/2		
2		Front Doors		
		3068 6 Panel Entry Door unit		
		6 3/4 Jamb FJ		
		Open Out No Outside Casing		
		US 15' Hinges W/Mill Finish		
		Acess Still (1) Left Hand +		
		(1) Right Hand		

QTY	STOCK #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1		Steel Doors		
		MASONRY Opening 40"X 81"		
		3068 Flush Steel Unit 7 7/8 Frame		
		Door Jamb US 15 Hinge		
		L H Opens Out W/Mill Finish		
		Access STL Special Cut Down		
		to 79 1/4 Frame Height		
1 BDL		22" Drawer Guide		
25 Sheet		3/4 Birch 9-Ply		
150 Ft		1X8 MAPle LineAR		
		Board feet		
		(140R 16 Ft Long)		
2		48X96 #303-58 FORMICA		
2		48X120 #303-58 FORMICA		
8		8 Pcs Metal Scotia Large		
10 GAL		Spa Put		
45		1/2 4X12 Sheet Rock		
35		1/2 4X8 Sheet rock		
2		5 GAL Sheet rock mud		
3 BX		Sheet Rock mud		
15		1 1/4 Sheet Rock Screws		
3		250' Sheet Rock TAPe		
6		8' DALV Corner BE		
15 BX		2X2 Ceiling Tile		
12 Pcs		HANGING Wire		
30		MAin Runners		
60		4' Cross Tees		

QTY	STOCK #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
60		2' Cross Tees		
25		Wall Molding		
10 Rolls		3X15 B11 Insulation		
4		Sq T TAB Black Shingles		
4		3068 Int HC Luan unit LH		
4		3068 Int HC Luan unit RH		
1		2068 Int HC Luan unit LH		
6 Pr		Sn Cabinet Hinge		
12		Pulls 3910 Satin Nickle		
20		Pulls P106 Satin Nickle		
1		~~[illegible]~~ FELS 8L		
		8 GAL Barrier Free Wall mnt		
		Water Cooler		
2		1-1/2 X 1-1/4 Universal PVC P-Trap		
1		1-1/2 X 16 PVC DBL SJ Ext Tube		
2		1/4 Turn Com Stop		
12		Caddy Bar Hanger		
12		OZ Dedney 1-1/2 Oct Box		
25		E BS 4" Sq		
15		E BS 4 In Sq Sw Rings		
2		TLED 402 Tracelite		
2		ATLAS 43W Wall Pack LED		
5 gal		Satin Exterior White		
3 gal		Satin Exterior (Sw 6119)		
3 gal		Semi Gloss Interior (Sw 6133)		
25 gal		Satin Interior (Sw 6136)		
5 Pails		Primer		
2 gal		Red Floor Paint		
4 gal		Fruitwood Wiping Stain		

QTY	STOCK #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2 Gal.		Paint Thinner		
6		3" Latex Brush		
4		2 1/2" Angle Brush		
1		10 LB Bag of Rags		
12		TUFFBOY CAULK		
3		COLOR Putty		
945 Ft.		MANN VCT Essentials, Assorted Color		
		#173 OTTER Brown (VINTIL-606)		
2	EA.	M. Guard V-11 VCT ADH 4 Gallon		
480 LF		Johnsonite 4" Rubber Wall Base		
	VIN 617	Assorted DC-150 etlands		
10 PC		VINTIL 259		
		Johnsonite 4" Out Corner DC-15		
		Wetlands Outside Corners		
9 EA		FLRSUP-1039		
		Jhn 960 Cove Base Adhesive		
		960300Z		
2		FLRSUP-1470		
		Gun Trowel 1/16 x 1/16		