City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, May 21, 2013

4:30 PM

Council Chambers

City Council

I. Call to Order

II. Call to Prayer and Pledge of Allegiance

III. Agenda Order

V. PRESENTATION AGENDA

VI. POLICY AGENDA

VI.-1 2013-0286 Approve or Deny to adopt an ordinance changing the zoning designation for a certain property located at 102 & 104 Pinehurst Street. (Parcel # 2-029N-09-024.00, PPIN: 13237, Ward 4), from B-3 (Community Business) District to B-1 (Professional Business) District. This petition was filed by Erick Garcia, Owner. Hattiesburg Planning Commission recommended to APPROVE on May 1, 2013.

Attachments: Ordinance rezone Garcia
Garcia Rezoning
executed Ordinance rezone Garcia ORD#3100

VI.-2 2013-0285 Adopt an ordinance changing the zoning designation for a certain property from “unclassified” or “no zoning designation” to A-1 (General Agricultural) District for a certain property located on the south side of J.Ed Turner Rd. (Parcel # 052A-03-001.00, and PPIN # 08882, Ward 1). This petition was filed by Lawrence C. Gunn, Jr., petitioner, on behalf, of Leslie Rutland, Owner. Hattiesburg Planning Commission recommended to APPROVE on May 1, 2013.

Attachments: Ordinance rezone Rutland
Rutland Rezoning
executed Ordinance rezone Rutland ORD#3101

VI.-3 2013-0284 Approve or Deny the petition filed by Lawrence C. Gunn, Jr. petitioner, on behalf of Leslie Rutland, Owner, to request a Use Permit Upon Review For A "Single, Helicopter Landing Pad"as provided in Article 4, Section 50.03 of the Comprehensive Zoning Ordinance No. 2330 for a certain property located on the south side of J. Ed Turner Rd. (Parcel # 052A-03-001.00, and PPIN # 08882, Ward 3). Hattiesburg Planning Commission recommended to APPROVE on May 1, 2013.

Attachments: Rutland Use Permit

VI.-4 2013-0294 Adopt the May 21, 2013 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2013 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Attachments: May 2013 Budget Amendments

executed May 2013 Budget Amendments RES2013-40

VI.-5 2013-0288 Adopt a Resolution authorizing Requisition No. 22 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: Bond Requisition No.22

executed Bond Requisition No.22 RES2013-41

VI.-6 2013-0280 Adopt a Resolution and Order to Condemn a portion of Tax Parcel No. 2-029K-09-013.00 required for the reconstruction of West 4th Street, and further authorizes, requests, and ratifies all actions of City's attorneys and/or other necessary professionals in instituting any and all condemnation proceedings necessary to acquire described property.

Attachments: Latasha Carter - Order to Condemn

098 Plat

executed Latasha Carter - Order to Condemn RES2013-42

VI.-7 2013-0277 Authorize Mayor to execute Supplemental Agreement No. 5 to the Engineering Service Agreement with ARE Consultants, Inc. approved at MB 2011-3/567-581 in May 2011. Said supplemental agreement is for Wetlands Mitigation Plan and Administrative Services related to the Runway 31 Drainage and Safety Area Improvements - Part Two, A.I.P. Project No. 3-28-0031-0020-2013, at the Bobby L. Chain Municipal Airport.

Attachments: Letter-Supplemental Agreement No 5

Supplemental Agreement No 5

executed Supplemental Agreement No 5

VI.-8 2013-0282 Approve Change Order and authorize Mayor to execute six (6) copies of Supplemental Agreement No. 1 with Greenbriar Digging Service L.P. for the Country Club Area Water Rehabilitation project to reflect final quantities on the project, and a decrease in cost of $12,018.00.

Attachments: letter - Supplemental Agreement No. 1-Greenbriar
affdavit - Supplemental Agreement No. 1-Greenbriar
Supplemental Agreement No. 1-Greenbriar
executed Supplemental Agreement No. 1-Greenbriar

VI.-9 2013-0293 Authorize Mayor to execute Addendum No. 1 to the Professional Services Agreement with Neel-Schaffer, Inc. for the Downtown Improvements Project Phase I.

Attachments: NS Downtown SA-Addendum 2
executed NS Downtown SA-Addendum 2

VI.-10 2013-0292 Authorize Mayor to execute Addendum No. 2 to the Midtown Preliminary Engineering Contract with Hattiesburg Resources Group, LLC (HRG) originally approved at MB 2012-1/397.

Attachments: Midtown Addendum No_2
executed Midtown Addendum No_2

VI.-11 2013-0279 Authorize granting of Right of Way Easement to Pearl River Valley Electric Power Association as described in attached Exhibit A allowing access to the Hwy 98 West Booster Station for the installation and maintenance of electric power; Authorize Mayor to execute said Easement.

Attachments: Easement-Pearl River Valley EPA
executed Easement - Pearl River Valley EPA

VII. ROUTINE AGENDA

VII.-1 2013-0291 Authorize submission of TIGER V Grant application to the United States Department of Transportation for the Mid Town Infrastructure Improvements Project.

Attachments: Midtown Letter - 2013
executed Midtown Letter - 2013

VII.-2 2013-0289 Authorize submission of TIGER V Grant application to the United States Department of Transportation for the Twin Forks Parkway Project.

Attachments: Twin Forks Letter - 2013

TFR Exhibit

executed Twin Forks Letter - 2013

VII.-3 2013-0269 Authorize submission of MDOT Urban Youth Corps 2013 grant award paperwork in the amount of $35,000.

Attachments: HBG MDOT UYC MOU 2013

executed HBG MDOT UYC MOU 2013

VII.-4 2013-0274 Authorize Mayor to Enter into a Lease Agreement between the City of Hattiesburg and Daytona Harley Davidson for the lease of twelve motorcycles for the Hattiesburg Police Department for One Year, with the option to renew for One Year, commencing on April 1, 2013 and ending on March 31, 2014.

Attachments: 05-21-Harley Lease Agreement

executed 05-21-Harley Lease Agreement

VII.-5 2013-0283 Acknowledge receipt of bids on May 9, 2013 for the Quinn Street Pedestrian Bridge Rehabilitation Project, and award contract to Bush Construction Co., Inc. in the amount of $35,665.54 as being the lowest and best bid received.

Attachments: Bid Tab

1289 BridgePlns_2013-03-21_signed

VII.-6 2013-0275 Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #2 - Repair and Rehabilitation of City Streets

Attachments: 05-21-Advertise PS 2

executed 05-21-Advertise PS 2

VII.-7 2013-0276 Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #25 - Concrete and Brick Transportation Structures

Attachments: 05-21-Advertise PS 25

executed 05-21-Advertise PS 25

VII.-8 2013-0271 Acknowledge receipt of Privilege License report for the month of April 2013 from the Tax Department, as per recommendation.

Attachments: PTL APR 2013

PTL APR 2013 RENEWALS

April PL letter

VII.-9 2013-0273 Approve sale of grave spaces for May, 2013, as per memo.

Attachments: Cem. memo for May
Cem deed receipts for may
Cem deeds for May
executed Cem deeds for May

VII.-10 2013-0272 Acknowledge proof of publications for April, 2013.

Attachments: April Proof of Pub

VII.-11 2013-0278 Approve and authorize issuance of manual checks for CDBG Program Claim per attached memorandum. {Entitlement}

Attachments: CDBG Supporting Docs
MEMORANDUM-Manual Checks-CDBG

VII.-12 2013-0295 Approve Claims Docket for the period ending May 17, 2013.

Attachments: Claims Docket 5-17-13

City of Hattiesburg, MS

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

Master

File Number: 2013-0286

File ID:	2013-0286	**Type:**	Ordinance	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	Planning Commission
				File Created:	05/14/2013
Brief Title:	Rezoning 102 & 104 Pinehurst Street			**Final Action:**	05/21/2013
				Minute Book Number:	MB2013-146

Title:

Approve or Deny to adopt an ordinance changing the zoning designation for a certain property located at 102 & 104 Pinehurst Street. (Parcel # 2-029N-09-024.00, PPIN: 13237, Ward 4), from B-3 (Community Business) District to B-1 (Professional Business) District. This petition was filed by Erick Garcia, Owner. Hattiesburg Planning Commission recommended to APPROVE on May 1, 2013.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Ordinance rezone Garcia, Garcia Rezoning, executed Ordinance rezone Garcia ORD#3100	**Enactment Number:**	
Contact:		**Meeting Date:**	05/21/2013
Drafter:	Chantell Hypolite	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013	Adopt				Pass

Action Text: A MOTION was made by Council Vice President Ware and seconded by Council member Carroll to Approve to adopt an Ordinance (Number 3100) changing the zoning designation for a certain property located at 102 & 104 Pinehurst Street. (Parcel # 2-029N-09-024.00, PPIN: 13237, Ward 4), from B-3 (Community Business) District to B-1 (Professional Business) District. This petition was filed by Erick Garcia, Owner. Hattiesburg Planning Commission recommended to APPROVE on May 1, 2013.

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

Yeas: 4 - Bradley, Delgado, Carroll and Ware

Nays: 0

Absent: 1 - Naylor

Yea:	4	President Bradley Council Member Delgado Council Member Carroll Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-0286

Title

Approve or Deny to adopt an ordinance changing the zoning designation for a certain property located at 102 & 104 Pinehurst Street. (Parcel # 2-029N-09-024.00, PPIN: 13237, Ward 4), from B-3 (Community Business) District to B-1 (Professional Business) District. This petition was filed by Erick Garcia, Owner. Hattiesburg Planning Commission recommended to APPROVE on May 1, 2013.

Summary

Rezoning 102 & 104 Pinehurst Street

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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 SO AS TO CHANGE THE ZONING CLASSIFICATION OF A CERTAIN PROPERTY LOCATED AT 102 & 104 PINEHURST (PARCEL # 2-029N-09-024.00, PPIN 13237, RESPECTIVELY, WARD 4), FROM B-3 (COMMUNITY BUSINESS) DISTRICT TO B-1 (PROFESSIONAL BUSINESS) DISTRICT.

IN THE CITY OF HATTIESBURG MISSISSIPPI

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

SECTION 1. That the Comprehensive Zoning 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 recommendation to APPROVE said change in zoning for the following reason:

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

in connection therewith so that the land described as follows be zoned as follows:

The South Half of Lots 1 and 2 of the W.C. Bennett Addition to the City of Hattiesburg, Forrest County, Mississippi, the same being part are subdivision of the Hardy Subdivision of Blocks F and G of the John Kamper Survey of the City of Hattiesburg, Mississippi (I 00 & 102 Pinehurst.

Said recommendation was to change the zoning designation from B-3 (Community Business) District to B-1 (Professional Business) District, filed by Erick Garcia, Owner.

SECTION 2. The Buffer strip requirement stipulated in Section 78.03 of the Land Development Code was eliminated for adjacent commercial properties.

SECTION 3. 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 4. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2013.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2013.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

MINUTES

OF THE

REGULAR MEETING

OF THE

HATTIESBURG PLANNING COMMISSION

May 1, 2013

The Hattiesburg Planning Commission did meet in a regular session on May 1, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joe White, Vice- Chairman, presiding.

Commissioners Present: Robin Roberts
Jessie Wilson
Annie Pope
Joseph White, Vice-Chairman
Linda McMurtrey
Richard Conville, Chairman
Eric Martin
Peggy Horton
John Blanks

Commissioners Absent: Don McCleskey
Judy Corts

Also Present: Donovan Scruggs, Planning Manager
Chantell Hypolite, Planner-Apprentice

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

Invocation: John Blanks

AGENDA REVIEW

There came the matter of the Agenda for the May 1, 2013 meeting. The Agenda was approved.

Motion made by: Jessie Wilson

Motion seconded by: Annie Pope

Commissioners voting aye: Robin Roberts
Jessie Wilson
Annie Pope
Linda McMurtrey
Richard Conville

Eric Martin
Peggy Horton
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the April 3, 2013 minutes. A motion was made to approve the minutes as presented.

Motion made by: Robin Roberts

Motion seconded by: John Blanks

Commissioners voting aye: Robin Roberts
Jessie Wilson
Annie Pope
Linda McMurtrey
Richard Conville, Chairman
Eric Martin
Peggy Horton
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

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

BUILDING INSPECTION REPORT

There came the matter of the Inspection Report.

	April 2013	
New Construction:		Dollar Amount
Apartment	7	$9,700,000
Commercial	5	$1,793,000
Residential	2	$130,200
Remodel/Repairs:		
Apartments	2	$200.00

Commercial	32	$10,352,279
Residential	93	$274,887
Historic Commercial	1	$0(storm)
Historic Residential	14	$44,989
Mercury Tests:		
Commercial	1	$100
Residential	14	$1,400

PLANNING REPORT

There came the matter of the Planning Report. Donovan Scruggs informed the Commissioners that Historic Preservation Planner Justin Heskew had resigned. Scruggs updated the Commissioners on the health status of Director Pattie Brantley, who is back home in Hattiesburg recovering. He Informed the Commissioners that the planning staff and the steering committee have received a copy of the Midtown Plan and Form Based Code on April 26, 2013, and the goal is to have the Public Hearing in mid June 2013.

CHAIRMAN REPORT

There came the matter of the Chairman's Report. No chairman report was submitted.

PUBLIC HEARING

A. The matter of the petition has been filed by Erick Garcia to change the zoning designation for a certain property located at 102 & 104 Pinehurst Street (Parcel # 2-029N-09-024.00, PPIN: 13237, Ward 4), from B-3 (Community Business) District to B-1 (Professional Business) District. The recommendation included the stipulation that the zoning buffer requirement not be enforced on adjacent commercial properties.

   a. Discussion
   b. Planning Commission Vote on Item A

Name	Address	City/State	
Presented by:	Ariel Esmer (Business Partner)	902 Hardy St.	Hattiesburg, MS 39401
Proponents:	None		
Opponents:	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request.

Motion made by: Jessie Wilson

Motion seconded by: Linda McMurtrey

Commissioners voting aye:
Jessie Wilson
Eric Martin
Linda McMurtrey
Robin Roberts
Annie Pope
John Blanks
Peggy Horton

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners Reason:

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

Comments Written on Ballots:

Recommendation: Waive Buffer Requirements

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

PUBLIC HEARING

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

B. The matter of the petition has been filed by Lawrence Gunn, Jr. on behalf of Leslie Rutland to change the zoning designation for a certain property from "unclassified" or "no zoning designation" to A-1 (General Agricultural) District for a certain property located on the south side of J.Ed Turner Rd.

a. Discussion
b. Planning Commission Vote on Item B

	Name	Address	City/State
Presented by:	Leslie Rutland	9 Medinah	Hattiesburg, MS 39401
Proponents:	Benjamin Stevens	99 Lake Estates D	Hattiesburg, MS 39401
	Theresa Eriason	131 Fair Lake Dr	Hattiesburg, MS 39401
Opponents:	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request.

Motion made by: Linda McMurtrey

Motion seconded by: Robin Roberts

Commissioners voting aye:
Jessie Wilson
Eric Martin
Joseph White
Linda McMurtrey
Annie Pope
John Blanks
Peggy Horton
Robin Roberts

Commissioners voting nay: None
Commissioners abstaining: None

Commissioners Reason:

Annexation (initial zoning)

Comments:

None.

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

PUBLIC HEARING

Chairman Conville declared the Public Hearing open (Public Hearing for this item was held concurrent to the zoning case) and explained the rules and procedures of the hearing

C. The matter of the petition has been filed by Lawrence Gunn, Jr. on behalf of Leslie Rutland to request a Use Permit Upon Review for a "single, helicopter landing pad" as provided in Article 4, Section 50.03 of the Comprehensive Zoning Ordinance No. 2330.

   a. Discussion
   b. Planning Commission Vote on Item C

	Name	Address	City/State
Presented by:	Leslie Rutland	9 Medinah	Hattiesburg, MS 39401
Proponents:	Benaj Ste.	99 Lake Estates Dr.	Hattiesburg, MS 39401
	Theresa Eriason	131 Fair Lake Dr	Hattiesburg, MS 39401
Opponents:	None		

Chairman Conville declared the Public Hearing closed (Public Hearing for this item was held concurrent to the zoning case) and the Business Meeting open to vote on the request.

Motion made by: Linda McMurtrey

Motion seconded by: Robin Roberts

Commissioners voting aye:
Jessie Wilson
Eric Martin
Joseph White
Linda McMurtrey
Annie Pope
John Blanks
Peggy Horton
Robin Roberts

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners Reason:

The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boast community pride.

Comments:

Recommendation: Limit the applicant to one (1) helicopter with a maximum capacity of five (5) people.

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

PRESENTATION

Consideration to endorse the Overpass Study submitted by Linda McMurtrey.

a. Discussion
b. Planning Commission Vote on Item

Presented by: Linda McMurtrey

Motion made by: Robin Roberts

Motion seconded by: Eric Martin

Commissioners voting aye:
Jessie Wilson
Eric Martin
Joseph White
Linda McMurtrey
Annie Pope
John Blanks
Peggy Horton
Robin Roberts

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners Reason:

Endorse the study based on public need and benefit to the City of Hattiesburg.

Comments:

None.

The Hattiesburg Planning Commission voted to **ENDORSE** Item D

There being no further business, the meeting was adjourned at 2:45pm

Richard Conville, Chairman

Chantell Hypolite, Planner- Apprentice

STAFF SUMMARY/MAP

PLANNING COMMISSION May 1, 2013 ITEM A

PROPERTY ADDRESS:
102 Pinehurst Hattiesburg, MS 39401

Parcels: 2-029N-09-024.00
PPINs: 13237
Ward: 4

PETITIONER:
Erick Garcia 902 Hardy St.. Hattiesburg, MS 39401

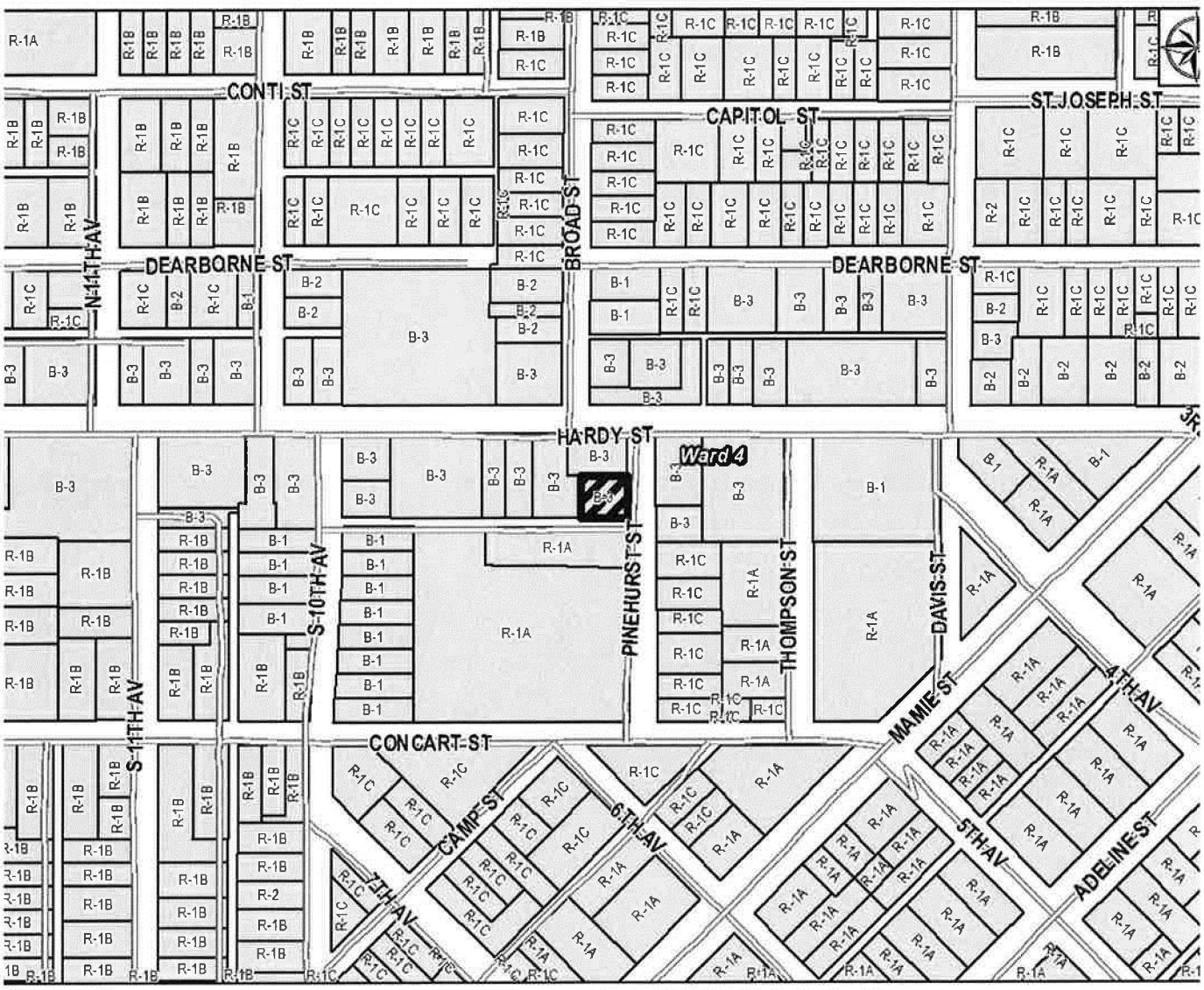
PROPERTY OWNER:
Erick Garcia 902 Hardy St.. Hattiesburg, MS 39401

Special Districts:
Flood District: X Zone

Historic District: N/A

Public utilities:
Water: City
Sewer: City

Site Plan Review Committee (SPRC):
SPRC has not reviewed or approved site plans. A pre-application meeting was held and the rezoning was suggested for the use.



STAFF SUMMARY May 2013

102 & 104 Pinehurst : Erick Garcia
Item A

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

- Article 3, Section 39.02 Amendments

Requested Action: Change the zoning designation for a certain property located at 102 & 104 Pinehurst from B-3 (Community Business) District to B-1 (Professional Business) District.

Character of the Neighborhood:

This property is located on the west side of Pinehurst and to the south of Hardy St. The right of way consist of two lanes. There is a general mix of residential, office spaces, and commercial development within the area. To the south and east is the Oaks Historic District.

FUTURE LAND USE MAP: Neighborhood Business Corridor:

District Overview: The N. B. C . Is located along the north and south sides of Hardy Street, between Highway 49 and Downtown Hattiesburg. The district is compact and walkable, though many streets lack sidewalks, curbs and gutters. There are many retail businesses, restaurants, and personal service businesses located along this segment of Hardy St., making it convenient for neighborhood residents.

Physical Site Characteristics:

The site is located on the west side of Pinehurst. The applicant is proposing to utilize two existing buildings, which were previously occupied as office spaces, as residential spaces. Both houses are approximately fifteen hundred (1500) square feet, with two (2) bedrooms and one (1) bath.

ADJACENT ZONING AND LAND USES:

NORTH: B-3 Community Business District/ Hernandez Tire Shop
SOUTH: R-1A Single–Family Residential District/ Single Family House
EAST: B-3 Community Business District/ Professional Office Building
WEST: Community Business District/ Vacant Lot

CONSIDERATIONS:

- The applicant is proposing to "downzone" the parcel from B-3 to B-1. The proposed district is less intensive than the B-3 district.
- The applicant has recently purchased this property and owns the business adjacent to the north, Hernandez Tire shop.
- The applicant has requested to rezone this property to B-1, so that he can reside near his business. The B-1 zoning district allows Single Family detached dwellings.
- The property is adjacent to single-family residential homes to the south of the property.
- Hardy Street has experienced consist growth and changes in the neighborhood throughout the years and is in the process of undergoing changes in the neighborhood character currently with the new construction of widening the streets and implementing side walks.
- The B-1 (Professional Business) District is a significant change and limits the use of the parcels. Permitted uses in this district include: single-family residential, medical/dental offices; professional offices studios for arts and dances; and similar uses. The rezoning would limit future uses of the site to only those uses listed.
- While the rezoning offers a positive limitation on commercial encroachment to the neighborhood, future marketability of the property may be limited due to the permitted use.
- The B-3 (Community Business) District allows significantly more uses that include the following and more: car wash, gas stations, bank, lawn mower repair; book store; cabinet-shops; deli; dry stores; exterminators; florist; grocery store; group care facility; jeweler; package liquor store; pawn shops; restaurant or lounge; small animal clinics; and similar uses.
- Section 78.03 requires buffer yards between B-1 and B-3 uses (twenty feet). This buffer yard requirement should not be imposed as an condition or burden on adjacent B-3 uses.

CONSISTENCY WITH THE COMPRENSIVE PLAN:

- According to the Comprehensive Plan connectivity between businesses and residential should be improved. Even though the area is compact and walkable, more sidewalks are needed.
- Inappropriate encroachment of non-residential uses, such as stand-alone surface parking lots in interior residential blocks should be discouraged.
- The Comprehensive Plan addresses a concern of rental residential property in the area and potential maintenance issues associated with rental property.

STAFF SUMMARY May 2013

102 & 104 Pinehurst : Item A

Erick Garcia

CRITERA FOR APPROVAL:

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

POTENTIAL CONDITION:

Buffer requirements shall not be imposed on adjacent B-3 parcels if the subject parcel is downzoned.

PLANNING COMMISSION 102 & 104 Pinehurst ITEM A

STAFF SUMMARY/MAP

Subject Parcel 102 & 104 Pinehurst

Property to the South

Property to the North /
Same owner

Property to the North
(across Hardy St.)

Property to the East

Property to the West

PLEASE TYPE OR PRINT APPLICATION Date: Click here to enter a date.

PUBLIC HEARING APPLICATION

P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
Department of Urban Development
(601) 554-1031 or 545-4599 or FAX (601) 545-1962

FILED
APR 04 2013
EDDIE H. MYERS, CITY CLERK
By _____ Deputy Clerk

PUBLIC HEARING TYPE REQUESTED:

Application for (check all appropriate types):

☐ Variance (details below) ☐ Use Permit (details below) ☑ Re-Zoning (details below)

☐ Subdividing of Lot, Parcel or Tract ☐ Overlay District

☐ Street or Alley Renaming ☐ Vacating Street or Alley

☐ Planned Unit Development ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

☐ Sign ☐ Setback (front, side or rear _____) ☐ Off-site Parking

☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space

☐ Other _____

Land Development Code Article No.		Section		Staff Information – do not complete
Article No.		Section		
Article No.		Section		

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

☐ Auto Sales ☐ Barber/Beauty Shop ☐ Care Center (type_____)

☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Junk Yard

☐ Restaurant ☐ Telecommunications ☐ Other _____

Land Development Code Article No.		Section	;	Staff Information

FOR RE-ZONING ONLY:

Existing Zoning: B 3

Proposed Zoning: B 2

RECEIVED
MAR 18 2013
BY: _____

Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

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

Pre-Application Date: Click here to enter a date. **Planner:**

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

Project Name:

Proposed Use(s):

Project Street Address:

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

Parcel Number(s):

Flood Zone(s): Historic District(s):

Zoning District(s): Proposed Cost of the Project: $

Project Representative Information

Project Representative and Title: ☐ Applicant ☑ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify):

Name: ERICK GARCIA Company Name:

Phone: 601 470 9944 Fax: Email: ERICKGARCIA671@GMAIL.COM

Mailing Address: 902 HARDY ST HATTIESBURG MS 39401

Name:

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

Phone: Fax: Email:

Mailing Address:

Name:

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

Phone: Fax: Email:

Mailing Address:

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

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

00 PINEHURST ST HATTIESBURG MS 39401
Street Address *City* *State*

on this the 15th day of March, 2013.

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

Erick D. Lemus Hernandez

on this the 15th day of March, 2012.

Property Owner

Property Owner

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 15th day of March, 2013.

STATE OF MISSISSIPPI
MANUEL B. VENTURA
NOTARY PUBLIC
ID No. 81069
Commission Expires
May 1, 2014
FORREST COUNTY

NOTARY PUBLIC

My Commission Expires: May 1st, 2014

Rezoning Information *(1 page)*

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

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

B. There is a mistake in the original zoning.

C. Annexation

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

I want to live there, I have ~~the~~ my business there and I want to be there taking care of the business

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 Lots 1 & 2, and part of Lot 3, W.C. Bennett Addition, Hattiesburg, 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

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTORS

RONALD E. HARRINGTON and wife, GEORGIA B. HARRINGTON
27 Canebrake Blvd
Hattiesburg, MS 39402
Phone: (601) 296-6011

do hereby grant, bargain, sell, convey and warrant unto GRANTEE

ERICK GARCIA and CARMEN CUELLO,
902 Hardy Street
Hattiesburg, MS 39401
Phone: (601)470-9944

as joint tenants with full rights of survivorship, and not as tenants in common, and not as tenants by the entirety, the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

The North Half of Lots 1 and 2, and the East Half of the North Half of Lot 3, of the W.C. Bennett Addition to the City of Hattiesburg, Forrest County, Mississippi, the same being part of Block "G" of the John Kamper Survey of the City of Hattiesburg, Forrest County, Mississippi and being a re-subdivision of Lots 1 to 6, inclusive of the John Kamper Survey of the City of Hattiesburg, Mississippi (902 Hardy Street); **AND ALSO** The South Half of Lots 1 and 2 of the W.C. Bennett Addition to the City of Hattiesburg, Forrest County, Mississippi, the same being part a re-subdivision of the Hardy Subdivision of Blocks F and G of the John Kamper Survey of the City of Hattiesburg, Mississippi (100 & 102 Pinehurst); all together with all improvements thereon and appurtenances thereunto belonging.

Grantors and Grantee shall pro-rate county and state ad valorem taxes for 2013.

The above warranty and this conveyance is made subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, reservations and conveyances.

The above warranty and this conveyance is made subject to any and all covenants, restrictions or conditions of record or in use of the subject property, and any and all rights of way and easements for public roads and public utilities as presently laid out, constructed or in use.

The above warranty and this conveyance is made subject to that land lease agreement with Headrick Outdoor, Inc. for the purpose of erecting and/or maintaining one advertising structure dated January 23, 1989, and recorded in Land Deed Book 612 at Page 076 in the office of the Chancery Clerk of Forrest County, Mississippi.

The above warranty and this conveyance is made subject to that street deed to City of Hattiesburg dated October 25, 1982, and recorded in Land Deed Book 518 at Page 522 in the office of the Chancery Clerk of Forrest County, Mississippi.

WITNESS OUR SIGNATURES on this 16th day of January, 2013.

Ronald E. Harrington

RONALD E. HARRINGTON

Georgia B. Harrington

GEORGIA B. HARRINGTON

STATE OF MISSISSIPPI

COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of January, A.D., 2013, within my jurisdiction, the within named RONALD E. HARRINGTON and GEORGIA B. HARRINGTON, who acknowledged that they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

File No. 13-01-1209

Prepared by:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

Indexing Instructions: The property described in this instrument is located in Lots 1 & 2, and part of Lot 3, W.C. Bennett Addition, Hattiesburg, Forrest County, Mississippi. Please index accordingly in your sectional index.

Return to:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

STATE OF MISSISSIPPI

COUNTY OF FORREST

LAND DEED OF TRUST

THIS Deed of Trust is made and entered into this the 16th day of January, 2013, by and between,

ERICK GARCIA and CARMEN COELLO,
as Grantor (herein designated as "Borrowers"),
902 Hardy Street
Hattiesburg, MS 39401
Phone: (601)470-9944

and

Stephen K. Thomas, as Trustee,
132 Westover Drive
Hattiesburg, MS 39402
601-602-2457

and

RONALD E. HARRINGTON and wife, GEORGIA B. HARRINGTON
as Beneficiary (herein designated as "Lenders"),
27 Canebrake Blvd
Hattiesburg, MS 39402
Phone: (601) 296-6011

Borrower owes Lenders the principal sum of ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (U.S. $135,000.00). This debt is evidenced by Borrower's note dated the same date as this Security

Instrument ("Note"), with the full debt, if not paid earlier, due and payable on January 1, 2023. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Forrest County, Mississippi:

The North Half of Lots 1 and 2, and the East Half of the North Half of Lot 3, of the W.C. Bennett Addition to the City of Hattiesburg, Forrest County, Mississippi, the same being part of Block "G" of the John Kamper Survey of the City of Hattiesburg, Forrest County, Mississippi and being a re-subdivision of Lots 1 to 6, inclusive of the John Kamper Survey of the City of Hattiesburg, Mississippi (902 Hardy Street);

AND ALSO,

The South Half of Lots 1 and 2 of the W.C. Bennett Addition to the City of Hattiesburg, Forrest County, Mississippi, the same being part a re-subdivision of the Hardy Subdivision of Blocks F and G of the John Kamper Survey of the City of Hattiesburg, Mississippi (100 & 102 Pinehurst);

which have the address of 902 Hardy Street and 100 and 102 Pinehurst, Hattiesburg, Forrest County, Mississippi.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. If required by Lenders and subject to applicable law, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing,

and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the

Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking, of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in **it** is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c)a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in paragraph 14, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in Lamar County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument without charge to Borrower. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

ERICK GARCIA

ERICK GARCIA

CARMEN CUELLO

STATE OF MISSISSIPPI **LAMAR County ss:**

On this _____ day of January, 2013 personally appeared before me, the undersigned authority in and for said County and State, the within named **ERICK GARCIA and CARMEN CUELLO**, who acknowledged that they executed the above and foregoing instrument.

Given under my hand and seal of office.

My Commission Expires:
(Seal)

Notary Public

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c)a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in paragraph 14, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in Lamar County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument without charge to Borrower. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

ERICK GARCIA
ERICK GARCIA

CARMEN COELLO
CARMEN COELLO

STATE OF MISSISSIPPI **LAMAR County ss:**

On this 16 day of January, 2013 personally appeared before me, the undersigned authority in and for said County and State, the within named **ERICK GARCIA and CARMEN COELLO**, who acknowledged that they executed the above and foregoing instrument.

Given under my hand and seal of office.

My Commission Expires:
(Seal)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 60888 DANA MEERS WHITE Commission Expires Oct. 3, 2016 LAMAR COUNTY

Dana Meers White
Notary Public

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 3100

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 SO AS TO CHANGE THE ZONING CLASSIFICATION OF A CERTAIN PROPERTY LOCATED AT 102 & 104 PINEHURST (PARCEL # 2-029N-09-024.00, PPIN 13237, RESPECTIVELY, WARD 4), FROM B-3 (COMMUNITY BUSINESS) DISTRICT TO B-1 (PROFESSIONAL BUSINESS) DISTRICT.

IN THE CITY OF HATTIESBURG MISSISSIPPI

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

SECTION 1. That the Comprehensive Zoning 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 recommendation to APPROVE said change in zoning for the following reason:

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

in connection therewith so that the land described as follows be zoned as follows:

The South Half of Lots 1 and 2 of the W.C. Bennett Addition to the City of Hattiesburg, Forrest County, Mississippi, the same being part are subdivision of the Hardy Subdivision of Blocks F and G of the John Kamper Survey of the City of Hattiesburg, Mississippi (I 00 & 102 Pinehurst.

Said recommendation was to change the zoning designation from B-3 (Community Business) District to B-1 (Professional Business) District, filed by Erick Garcia, Owner.

SECTION 2. The Buffer strip requirement stipulated in Section 78.03 of the Land Development Code was eliminated for adjacent commercial properties.

SECTION 3. 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 4. 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 Ware seconded by Council member Carroll and was adopted by the following vote to-wit:

YEAS: Bradley
Delgado
Carroll
Ware

NAYS: None ABSENT: Naylor

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 21st day of May A.D., 2013.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 21st day of May A.D., 2013.

ATTEST: APPROVED:

CITY CLERK MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2013-0285

File ID:	2013-0285	**Type:**	Ordinance	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	Planning Commission
				File Created:	05/14/2013
Brief Title:	Rezoning on south side of J. Ed Turner Rd.			**Final Action:**	05/21/2013
				Minute Book Number:	MB2013-146

Title:

Adopt an ordinance changing the zoning designation for a certain property from "unclassified" or "no zoning designation" to A-1 (General Agricultural) District for a certain property located on the south side of J.Ed Turner Rd. (Parcel # 052A-03-001.00, and PPIN # 08882, Ward 1). This petition was filed by Lawrence C. Gunn, Jr., petitioner, on behalf, of Leslie Rutland, Owner. Hattiesburg Planning Commission recommended to APPROVE on May 1, 2013.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Ordinance rezone Rutland, Rutland Rezoning, executed Ordinance rezone Rutland ORD#3101	**Enactment Number:**	
Contact:		**Meeting Date:**	05/21/2013
Drafter:	Chantell Hypolite	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013	Adopt				Pass

Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Adopt an Ordinance (Number 3101) changing the zoning designation for a certain property from “unclassified” or “no zoning designation” to A-1 (General Agricultural) District for a certain property located on the south side of J.Ed Turner Rd. (Parcel # 052A-03-001.00, and PPIN # 08882, Ward 1). This petition was filed by Lawrence C. Gunn, Jr., petitioner, on behalf, of Leslie Rutland, Owner. Hattiesburg Planning Commission recommended to APPROVE on May 1, 2013.

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

Yeas: 4 - Bradley, Delgado, Carroll and Ware

Nays: 0

Absent: 1 - Naylor

Yea:	4	President Bradley Council Member Delgado Council Member Carroll Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-0285

Title

Adopt an ordinance changing the zoning designation for a certain property from "unclassified" or "no zoning designation" to A-1 (General Agricultural) District for a certain property located on the south side of J.Ed Turner Rd. (Parcel # 052A-03-001.00, and PPIN # 08882, Ward 1). This petition was filed by Lawrence C. Gunn, Jr., petitioner, on behalf, of Leslie Rutland, Owner. Hattiesburg Planning Commission recommended to APPROVE on May 1, 2013.

Summary

Rezoning on south side of J. Ed Turner Rd.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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 SO AS TO CHANGE THE ZONING CLASSIFICATION OF A CERTAIN PROPERTY LOCATED ON THE SOUTH SIDE OF J.ED TURNER ROAD (PARCEL # 052A-03-001.00, PPIN 08882, RESPECTIVELY, WARD 1), FROM "UNCLASSIFED" OR "NO ZONING DESIGNATION" TO A-1 (GENERAL AGRICULTRAL) DISTRICT.

IN THE CITY OF HATTIESBURG MISSISSIPPI

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

SECTION 1. That the Comprehensive Zoning 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 recommendation to APPROVE said change in zoning for the following reason:

Annexation (initial zoning)

in connection therewith so that the land described as follows be zoned as follows:

located in the NW ¼ of the NW ¼ of Section 2, and also in the NE ¼ of the NE ¼ of Section 3, all in Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at the Northeast Corner of the NW ¼ of Section 2; thence run South 89 degrees 53 minutes 40 seconds West along the north line of Section 2 for 2174.45 feet to and for the Point of Beginning; thence continue South 89 degrees 53 minutes 40 seconds West along said north line for 466.36 feet to the Northeast Corner of Section 3; thence run South 89 degrees 35 minutes 03 seconds West along the North line of said Section 3 for 733.26 feet; thence run South for 874.49 feet to the north right-of-way line of Long Leaf Trace (Rails to Trails); thence run along said north right-of-way for the following calls: along a curve to the right for 845.61 feet, said curve having a radius of 5679.59 feet, an included angle of 08 degrees 31 minutes 50 seconds, a chord length of 844.83 feet, and a chord bearing of South 80 degrees 11 minutes 28 seconds East; thence run South 76 degrees 04 minutes 36 seconds East for 419.45 feet; thence leaving said north right-of-way North for 1125.81 feet back to the Point of Beginning.

Said recommendation was to change the zoning designation from "unclassified" or "no zoning designation" to A-1 (General Agricultural) District, filed by Lawrence C. Gunn, JR., on behalf of Leslie Rutland, Owner.

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

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

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2013.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2013.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

MINUTES

OF THE

REGULAR MEETING

OF THE

HATTIESBURG PLANNING COMMISSION

May 1, 2013

The Hattiesburg Planning Commission did meet in a regular session on May 1, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joe White, Vice- Chairman, presiding.

Commissioners Present: Robin Roberts
Jessie Wilson
Annie Pope
Joseph White, Vice-Chairman
Linda McMurtrey
Richard Conville, Chairman
Eric Martin
Peggy Horton
John Blanks

Commissioners Absent: Don McCleskey
Judy Corts

Also Present: Donovan Scruggs, Planning Manager
Chantell Hypolite, Planner-Apprentice

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

Invocation: John Blanks

AGENDA REVIEW

There came the matter of the Agenda for the May 1, 2013 meeting. The Agenda was approved.

Motion made by: Jessie Wilson

Motion seconded by: Annie Pope

Commissioners voting aye: Robin Roberts
Jessie Wilson
Annie Pope
Linda McMurtrey
Richard Conville

Eric Martin
Peggy Horton
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the April 3, 2013 minutes. A motion was made to approve the minutes as presented.

Motion made by: Robin Roberts

Motion seconded by: John Blanks

Commissioners voting aye: Robin Roberts
Jessie Wilson
Annie Pope
Linda McMurtrey
Richard Conville, Chairman
Eric Martin
Peggy Horton
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

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

BUILDING INSPECTION REPORT

There came the matter of the Inspection Report.

	April 2013	
New Construction:		Dollar Amount
Apartment	7	$9,700,000
Commercial	5	$1,793,000
Residential	2	$130,200
Remodel/Repairs:		
Apartments	2	$200.00

Commercial	32	$10,352,279
Residential	93	$274,887
Historic Commercial	1	$0(storm)
Historic Residential	14	$44,989
Mercury Tests:		
Commercial	1	$100
Residential	14	$1,400

PLANNING REPORT

There came the matter of the Planning Report. Donovan Scruggs informed the Commissioners that Historic Preservation Planner Justin Heskew had resigned. Scruggs updated the Commissioners on the health status of Director Pattie Brantley, who is back home in Hattiesburg recovering. He Informed the Commissioners that the planning staff and the steering committee have received a copy of the Midtown Plan and Form Based Code on April 26, 2013, and the goal is to have the Public Hearing in mid June 2013.

CHAIRMAN REPORT

There came the matter of the Chairman's Report. No chairman report was submitted.

PUBLIC HEARING

A. The matter of the petition has been filed by Erick Garcia to change the zoning designation for a certain property located at 102 & 104 Pinehurst Street (Parcel # 2-029N-09-024.00, PPIN: 13237, Ward 4), from B-3 (Community Business) District to B-1 (Professional Business) District. The recommendation included the stipulation that the zoning buffer requirement not be enforced on adjacent commercial properties.

   a. Discussion
   b. Planning Commission Vote on Item A

Name	Address	City/State	
Presented by:	Ariel Esmer (Business Partner)	902 Hardy St.	Hattiesburg, MS 39401
Proponents:	None		
Opponents:	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request.

Motion made by: Jessie Wilson

Motion seconded by: Linda McMurtrey

Commissioners voting aye:
Jessie Wilson
Eric Martin
Linda McMurtrey
Robin Roberts
Annie Pope
John Blanks
Peggy Horton

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners Reason:

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

Comments Written on Ballots:

Recommendation: Waive Buffer Requirements

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

PUBLIC HEARING

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

B. The matter of the petition has been filed by Lawrence Gunn, Jr. on behalf of Leslie Rutland to change the zoning designation for a certain property from "unclassified" or "no zoning designation" to A-1 (General Agricultural) District for a certain property located on the south side of J.Ed Turner Rd.

a. Discussion
b. Planning Commission Vote on Item B

	Name	Address	City/State
Presented by:	Leslie Rutland	9 Medinah	Hattiesburg, MS 39401
Proponents:	Benjamin Stevens	99 Lake Estates D	Hattiesburg, MS 39401
	Theresa Eriason	131 Fair Lake Dr	Hattiesburg, MS 39401
Opponents:	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request.

Motion made by: Linda McMurtrey

Motion seconded by: Robin Roberts

Commissioners voting aye:
Jessie Wilson
Eric Martin
Joseph White
Linda McMurtrey
Annie Pope
John Blanks
Peggy Horton
Robin Roberts

Commissioners voting nay: None
Commissioners abstaining: None

Commissioners Reason:

Annexation (initial zoning)

Comments:

None.

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

PUBLIC HEARING

Chairman Conville declared the Public Hearing open (Public Hearing for this item was held concurrent to the zoning case) and explained the rules and procedures of the hearing

C. The matter of the petition has been filed by Lawrence Gunn, Jr. on behalf of Leslie Rutland to request a Use Permit Upon Review for a "single, helicopter landing pad" as provided in Article 4, Section 50.03 of the Comprehensive Zoning Ordinance No. 2330.

   a. Discussion
   b. Planning Commission Vote on Item C

	Name	Address	City/State
Presented by:	Leslie Rutland	9 Medinah	Hattiesburg, MS 39401
Proponents:	Benaj Ste.	99 Lake Estates Dr.	Hattiesburg, MS 39401
	Theresa Eriason	131 Fair Lake Dr	Hattiesburg, MS 39401
Opponents:	None		

Chairman Conville declared the Public Hearing closed (Public Hearing for this item was held concurrent to the zoning case) and the Business Meeting open to vote on the request.

Motion made by: Linda McMurtrey

Motion seconded by: Robin Roberts

Commissioners voting aye:
Jessie Wilson
Eric Martin
Joseph White
Linda McMurtrey
Annie Pope
John Blanks
Peggy Horton
Robin Roberts

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners Reason:

The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boast community pride.

Comments:

Recommendation: Limit the applicant to one (1) helicopter with a maximum capacity of five (5) people.

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

PRESENTATION

Consideration to endorse the Overpass Study submitted by Linda McMurtrey.

a. Discussion
b. Planning Commission Vote on Item

Presented by: Linda McMurtrey

Motion made by: Robin Roberts

Motion seconded by: Eric Martin

Commissioners voting aye:
Jessie Wilson
Eric Martin
Joseph White
Linda McMurtrey
Annie Pope
John Blanks
Peggy Horton
Robin Roberts

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners Reason:

Endorse the study based on public need and benefit to the City of Hattiesburg.

Comments:

None.

The Hattiesburg Planning Commission voted to **ENDORSE** Item D

There being no further business, the meeting was adjourned at 2:45pm

Richard Conville, Chairman

Chantell Hypolite, Planner- Apprentice

STAFF SUMMARY/MAP

PLANNING COMMISSION May 1, 2013 ITEM B

PROPERTY ADDRESS:
South side of J.Ed Turner Rd. Hattiesburg, MS 39401

Parcels: 052A-03-001.00
PPINs: 08882
Ward: 1

PETITIONER:
Lawrence C. Gunn, Jr. P. O Box Drawer 18109 Hattiesburg, MS 39404

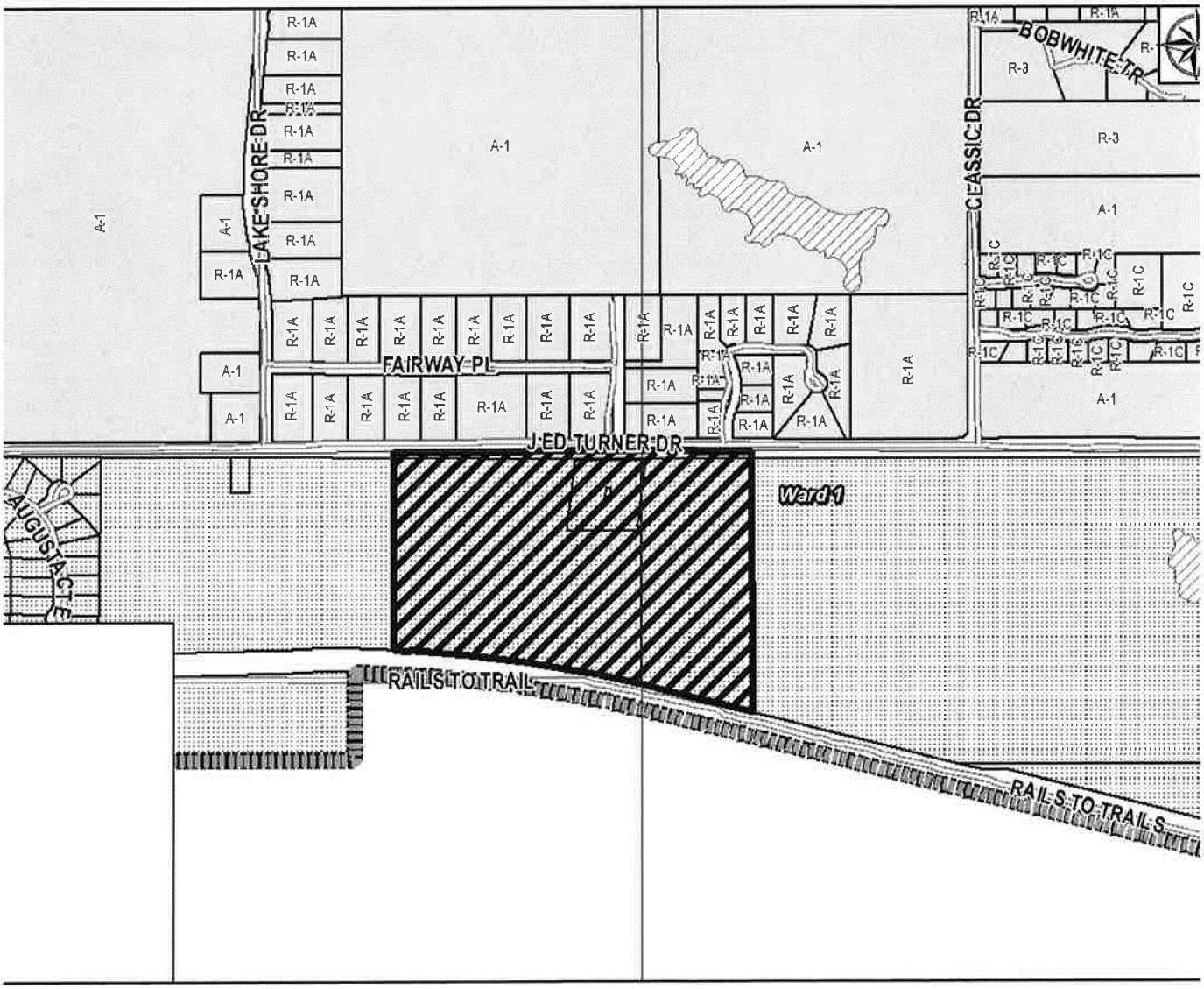
PROPERTY OWNER:
Leslie Rutland P. O Box 2349 Collins, MS 39428

Special Districts:
Flood District: AE Zone

Historic District: N/A

Public Utilities:
Water: City, available on the north side of J.Ed Turner Rd.
Sewer: City, available on the north side of J.Ed Turner Rd.

Site Plan Review Committee (SPRC):
The applicant has not been to SPRC; therefore, site plans for this proposed project have not been reviewed or approved.



STAFF SUMMARY May 2013

J. Ed Turner Rd. : Lawrence C. Gunn/ Zoning Item B

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

- Article 4, Section 50.03 Amendments

Requested Action: To change the zoning from "unclassified" or "no zoning designation" to A-1 (General Agricultural) District for a certain property located on the south side of J.Ed Turner Rd.

Character of the Neighborhood:

This property is located on the south side of J.Ed Turner road. The right of way is a two lane road. The area is primarily residential uses that include single family homes and the Hattiesburg Country Club & golf course. Immediately to the south of the property is the Long Leaf Trace. The new Oak Grove Long Leaf Elementary School has been located in the area to the south of the property as well.

FUTURE LAND USE MAP: Neighborhood Conservation District

District Overview: The N. C. D. is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.

Physical Site Characteristics:

The site is located on the south side of J.Ed Turner Road. The applicant is purchasing a large undeveloped parcel of land approximately 28 acres. The applicant is proposing to construct a single-family residence on the property and to preserve the remainder as agricultural use; i.e., timber

ADJACENT ZONING AND LAND USES:

NORTH: R-1A Single– Family Residential District/ Residential Neighborhoods
SOUTH: Rural/ Unincorporated/ Long Leaf Trace
EAST: Unzoned/Undeveloped
WEST: Unzoned/Undeveloped

CONSIDERATIONS:

- The applicant is proposing to assign A-1 (General Agricultural) zoning designation to a property that is currently not zoned. This property was annexed in September 2007.
- The applicant is proposing to construct a single-family home on approximately 28 acres. The majority of the parcel will remain undeveloped or as an agriculture use or timber.
- A review of existing buildings within this area demonstrates like uses, such as single family homes, a golf course, and subdivisions.
- To the north of J.Ed Turner Road are some large areas zoned A-1. The area has a rural character with larger than normal lots.
- To the south of the property is unincorporated Lamar County and the newly constructed Oak Grove Long Leaf Elementary School.
- While there is evidence of smaller, more compact lots to the northeast within the city and to the southeast in unincorporated Lamar County, the area tends to be comprised of larger subdivided and agriculture lots.

CONSISTENCY WITH THE COMPRENSIVE PLAN:

- The Future Land Use Map identifies this site as being located within the Neighborhood Conversation District, which is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods.

CRITERA FOR APPROVAL:

- The property was annexed into the city and a zoning designation must be provided.

PLANNING COMMISSION J.Ed Turner Rd. ITEM B & C

STAFF SUMMARY/MAP

South Side of J. Ed Turner Rd.

Property to the West

South Side J. Ed Turner Rd.

Property to the East

Property to the South

Property to the North

N3245S

Larry Gunn

From: Leslie Rutland [l.rutland@rutlandlumber.com]
ent: Tuesday, February 26, 2013 11:54 AM
To: Larry Gunn

Data from Robinson R44 Raven II Pilot's Operating Handbook and FAA approved rotorcraft flight manual, dated June 13, 2005.

General characteristics

- **Crew:** one or two pilots
- **Capacity:** four, including pilot
- **Payload:** 800 lb (408 kg)
- **Length:** 459" (9.0 m)
- **Rotor diameter:** 33 ft (10.1 m)
- **Tail rotor diameter:** 4 ft 10 in (1.5 m)
- **Height:** 10 ft 9 in (3.3 m)
- **Empty weight:** 1,450 lb (657.7 kg)
- **Loaded weight:** 2,500 lb (1,134 kg)
- **Powerplant:** 1 × Lycoming IO-540-AE1A5 6 cylinder, flat engine with fuel injection, 245 bhp (183 kW)
- **Fuel:** 100 low lead (100LL) fuel or 100/130.
- **Main tank capacity:** 31.6 US gallons (120 liters)
- **Main tank usable fuel:** 30.6 US gallons (116 liters)
- **Auxiliary tank capacity:** 18.5 US gallons (70 liters)
- **Auxiliary tank usable fuel:** 18.3 US gallons (69 liters)

Performance

- **Maximum speed:** 130 kn (240 km/h; 150 mph)
- **Cruise speed:** 110 kn (200 km/h; 130 mph)
- **Range:** 300 nmi (560 km; 350 mi)

- **Altitude restrictions:** 14,000 ft (4,300 m) density altitude or 9,000 ft (2,700 m) above ground level in order to be able to reach ground within 5 minutes in case of fire.

Leslie Rutland

PLEASE TYPE OR PRINT APPLICATION Date: Click here to enter a date.

PUBLIC HEARING APPLICATION

P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
Department of Urban Development
(601) 554-1031 or 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:

Application for (check all appropriate types):

☐ Variance (details below) x Use Permit (details below) x Re-Zoning (details below)

☐ Subdividing of Lot, Parcel or Tract ☐ Overlay District

☐ Street or Alley Renaming ☐ Vacating Street or Alley

☐ Planned Unit Development ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

☐ Sign ☐ Setback (front, side or rear _____) ☐ Off-site Parking

☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space

☐ Other

Land Development Code Article No.		Section		Staff Information – do not complete
Article No.		Section		
Article No.		Section		

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

☐ Auto Sales ☐ Barber/Beauty Shop ☐ Care Center (type_____)

☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Junk Yard

☐ Restaurant ☐ Telecommunications xOther Landing area for helicopter - see attached

Land Development Code Article No.		Section		Staff Information

FOR RE-ZONING ONLY:

Existing Zoning: None-property was previously annexed in Lamar County

Proposed Zoning: A-1 - General Agricultural

C:\Users\SManasco\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\5CTU3XDE\2012 Section 2 - Application Cover Signature Pages and Petitioner Info.docx

FILED

APR 04 2013

EDDIE B. MYERS, CITY CLERK

By _____ Deputy Clerk

Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

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

Pre-Application Date: Click here to enter a date. **Planner:**

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

Project Name: 28 acres on J. Ed Turner Road

Proposed Use(s): Private residence

Project Street Address: south side of J. Ed Turner Road

PPIN Number(s) (If unknown, can be found on tax receipt): 052A-03-001.000

Parcel Number(s):

Flood Zone(s): Historic District(s):

Zoning District(s): Proposed Cost of the Project: $

Project Representative Information

Project Representative and Title: ☐ Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer xOther (Specify): Attorney

Name: Lawrence C. Gunn, Jr. Company Name: Bryan Nelson P.A.

Phone: 601-261-4100 Fax: 601-261-4106 Email: lgunn@bnlawfirm.com

Mailing Address: Post Office Drawer 18109, Hattiesburg, MS 39404-8109

Name: Brett C. Matthews

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

Phone: 601-209-8503 Fax: 601-898-2983 Email: bmatthews@mcicpa.net

Mailing Address: 108 Overbrook Hill, Ridgeland, MS 39157

Name: Leslie Rutland

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

Phone: 601-765-8892 Fax: 601-765-4352 Email: L.rutland@rutlandlumber.com

Mailing Address: Post Office Box 2349, Collins, MS 39428

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

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

599 C Steed Rd, Ridgeland, MS 39157
Street Address *City* *State*

on this the 15th day of March, 2013.

In the matter of this request, the property owner further authorizes the following named person to represent them at the public hearing on this petition. Leslie Rutland or his attorney, Lawrence C. Gunn, Jr. on this the 15th day of March, 2013.

Brett C. Matthews
Property Owner

Property Owner

STATE OF Mississippi

COUNTY OF Madison

Personally came and appeared before me, the within named
Brett C. Matthews

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 15th day of March, 2013.

STATE OF MISSISSIPPI
STEVE YOUNGER
ID No
13329
NOTARY PUBLIC
My Commission Expires:
April 8, 2014

Steve Younger
NOTARY PUBLIC

PLANNING COMMISSION - PETITIONER REQUIRED SUBMITTAL INFORMATION

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

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

_____,
Street Address *City* *State*

on this the _____ day of _____, 20___.

_____
Applicant

_____
Applicant

STATE OF Mississippi

COUNTY OF Covington

Personally came and appeared before me, the within named

Leslie Rutland,

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14th day of March, 2019.

NOTARY PUBLIC

My Commission Expires:

_____

DAWN LAYTON
Commission Expires
Sept. 27, 2019

The subject twenty-eight acres on J. Ed Turner Road is part of a larger parcel that was previously annexed in Lamar County. The property has not been zoned before now. The applicant, Leslie Rutland, has entered into a contract with the owner, Brett Matthews, to purchase the property, subject to its being rezoned and subject to the City granting a use permit to allow Mr. Rutland to house his privately owned helicopter and to land it on the property.

Mr. Rutland's current plan is to build a single-family residence on the property and to preserve the remainder as agricultural use; i.e., timber. Any future development requiring additional zoning change would be focused on some type of residential use, consistent with the city's inclusion of this land within Neighborhood Conservation District #2 in the city's Comprehensive Plan.

LEGAL DESCRIPTION

Parcel 3 (Brett C. Matthews Tract)

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 2, and also in the NE 1/4 of the NE 1/4 of Section 3, all in Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at the Northeast Corner of the NW 1/4 of Section 2; thence run South 89 degrees 53 minutes 40 seconds West along the north line of Section 2 for 2174.45 feet to and for the Point of Beginning; thence continue South 89 degrees 53 minutes 40 seconds West along said north line for 466.36 feet to the Northeast Corner of Section 3; thence run South 89 degrees 35 minutes 03 seconds West along the North line of said Section 3 for 733.26 feet; thence run South for 874.49 feet to the north right-of-way line of Long Leaf Trace (Rails to Trails); thence run along said north right-of-way for the following calls: along a curve to the right for 845.61 feet, said curve having a radius of 5679.59 feet, an included angle of 08 degrees 31 minutes 50 seconds, a chord length of 844.83 feet, and a chord bearing of South 80 degrees 11 minutes 28 seconds East; thence run South 76 degrees 04 minutes 36 seconds East for 419.45 feet; thence leaving said north right-of-way run North for 1125.81 feet back to the Point of Beginning.

Less and Except:

A parcel of land being 2.05 acres described in Deed Book 14V, on page 255 as filed in the Lamar County Chancery Clerk's office, further described as follows:

Commence at the NE corner of Section 3, Township 4 North, Range 14 West; thence East 15.7 feet; thence South 8.2 feet to the Point of Beginning; thence S 6 degrees 35 minutes 30 seconds W for 300 feet; thence West 300 feet; thence N 6 degrees 35 minutes 30 seconds E for 300 feet; thence East for 300 feet to the Point of Beginning, containing 2.05 acres, more or less.

Said parcel contains 25.94 acres net, more or less.

CHANCERY CLERK * LAMAR COUNTY, MISSISSIPPI *

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
BOOK 22-E PAGE 515
INDEXED ✓ RECORDED ✓ ABSTRACTED ✓
D.C.

2.05 acres

A parcel of land in the Northeast Quarter of Northeast Quarter (NE ¼ of NE ¼) of Section 3, and in the Northwest Quarter of the Northwest Quarter (NW ¼ of NW 1/4) of Section 2, all in Township 4 North, Range 14 West, Lamar County, Mississippi, and more particularly described as follows, to-wit:

Commence at the NE corner of the above said Section 3; thence East 15.7 feet; thence South 8.2 feet to the Point of Beginning; thence South 6 degrees 35 minutes 30 seconds West for 300 feet; thence West 300 feet; thence North 6 degrees 35 minutes 30 seconds East for 300 feet; thence East 300 feet to the Point of Beginning. The above described area contains 2.05 acres, more or less, together with all improvements thereon and appurtenances thereunto belonging.

25.94 Acres

A parcel of land located in the NW ¼ of the NW ¼ of Section 2, and also in the NE ¼ of the NE ¼ of Section 3, all in Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at the Northeast Corner of the NW ¼ of Section 2; thence run South 89 degrees 53 minutes 40 seconds West along the north line of Section 2 for 2174.45 feet to and for the Point of Beginning; thence continue South 89 degrees 53 minutes 40 seconds West along said north line for 466.36 feet to the Northeast Corner of Section 3; thence run South 89 degrees 35 minutes 03 seconds West along the North line of said Section 3 for 733.26 feet; thence run South for 874.49 feet to the north right-of-way line of Long Leaf Trace (Rails to Trails); thence run along said north right-of-way for the following calls: along a curve to the right for 845.61 feet, said curve having a radius of 5679.59 feet, an included angle of 08 degrees 31 minutes 50 seconds, a chord length of 844.83 feet, and a chord bearing of South 80 degrees 11 minutes 28 seconds East; thence run South 76 degrees 04 minutes 36 seconds East for 419.45 feet; thence leaving said north right-of-way North for 1125.81 feet back to the Point of Beginning.

Less and Except:

A parcel of land being 2.05 acres described in Deed Book 14V, on page 255 as filed in the Lamar County Chancery Clerk's office, further described as follows:

Commence at the NE corner of Section 3, Township 4 North, Range 14 West; thence East 15.7 feet; thence South 8.2 feet to the Point of Beginning; thence S 6 degrees 35 minutes 30 seconds W for 300 feet; thence West 300 feet; thence N 6 degrees 35 minutes 30 seconds E for 300 feet; thence East for 300 feet to the Point of Beginning, containing 2.05 acres, more or less.

Said parcel contains 25.94 acres net, more or less.

Use Permit upon Review Information *(2 pages)*

see separate applications for digital billboards, junk/tow yards and telecommunications towers

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

   None.

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

   None.

3. What is the expected number of employees? None.

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

   If yes, please explain:

   None, except for normal use of helicopter. See photo of helicopter and manufacturer's specifications attached.

5. Will there be any discharge of air, liquid, or solids? No _____ If yes, please explain:

6. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? No

   If yes, please explain:

7. Parking Requirements: None.

Commercial/Industrial: Paved parking will be provided for _____vehicles, and _____ handicap vehicle(s); with _____ loading spaces.

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

xA. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.

☐B. The need to preserve and encourage the stability of the Hattiesburg business community.

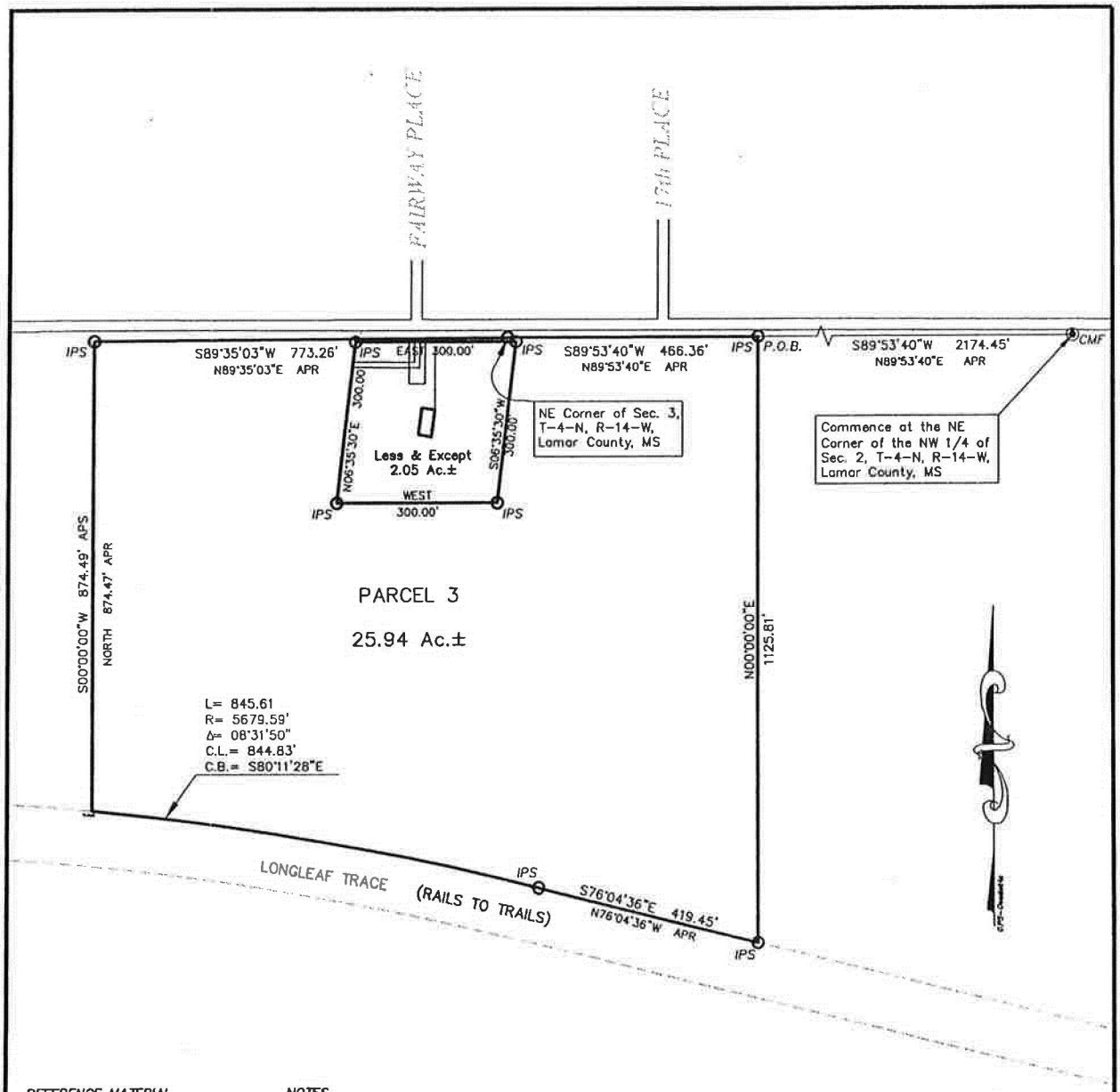
☐C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

☐D. The need to conserve and protect Hattiesburg's physical infrastructure.

☐E. The public need for the proposed use, as opposed to the private interest of an individual.

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

Mr. Rutland plans to construct a high-end single family residence that will be consistent with the Comprehensive Plan's Neighborhood Conservation District classification. Federal Aviation Administration regulations govern operation of helicopters, and Mr. Rutland's private and occasional use of his helicopter for non-commercial purposes is not subject to any federal or city regulation. This application is submitted due to the staff's concern, not Mr. Rutland's, that helicopter usage may constitute an "Airport and Landing Field" within the meaning of §50.03 of the Land Development Code and may require consideration by the Planning Commission.



REFERENCE MATERIAL

1. DB 14V, PG 255
2. DB 18P, PG 12
3. DB 20N, PG 146
4. Previous surveys by Waits Engineering Consultants, LLC

NOTES

1. Class "B" Survey
2. No additional record search of easements was conducted.
3. All property corners are 1/2"x18" rebar unless noted otherwise.
4. Orientation is based upon Geodetic North.
5. Parcel may be subject to J. Ed Turner Road right-of-way.

GRAPHIC SCALE

200 0 100 200

(IN FEET)

1 inch = 200 ft.

LEGAL DESCRIPTION

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 2, and also in the NE 1/4 of the NE 1/4 of Section 3, all in Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at the Northeast Corner of the NW 1/4 of Section 2; thence run South 89 degrees 53 minutes 40 seconds West along the north line of Section 2 for 2174.45 feet to and for the Point of Beginning; thence continue South 89 degrees 53 minutes 40 seconds West along said north line for 466.36 feet to the Northeast Corner of Section 3; thence run South 89 degrees 35 minutes 03 seconds West along the North line of said Section 3 for 733.26 feet; thence run South for 874.49 feet to the north right-of-way line of Long Leaf Trace (Rails to Trails); thence run along said north right-of-way for the following calls: along a curve to the right for 845.61 feet, said curve having a radius of 5679.59 feet, an included angle of 08 degrees 31 minutes 50 seconds, a chord length of 844.83 feet, and a chord bearing of South 80 degrees 11 minutes 28 seconds East; thence run South 76 degrees 04 minutes 36 seconds East for 419.45 feet; thence leaving said north right-of-way run North for 1125.81 feet back to the Point of Beginning.

Less and Except:

A parcel of land being 2.05 acres described in Deed Book 14V, on page 255 as filed in the Lamar County Chancery Clerk's office.

Said parcel contains 25.94 acres net, more or less.

LEGEND

◉	MONUMENT FOUND
O	MONUMENT SET
IPF	IRON PIN FOUND
IPS	IRON PIN SET
CMF	CONCRETE MONUMENT FOUND
APR	AS PER RECORD
APS	AS PER SURVEY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

Clearpoint
Consulting Engineers, P.A.

SURVEY FOR
Brett Matthews
PART OF THE NW 1/4 OF THE NW 1/4 SEC. 2 AND THE NE 1/4 OF THE NE 1/4 OF SEC. 3, T-4-N, R-14-W LAMAR COUNTY, MS

SCALE: 1" = 200'	BEARINGS DETERMINED BY: GPS-GEODETIC
DATE OF SURVEY: XX/XX/XXXX	SURVEYED BY: AR/CT
CLASS OF SURVEY: B	DRAWN BY: RJS

CAD FILE: 81012001.dwg CCE PROJECT NO. 81012001

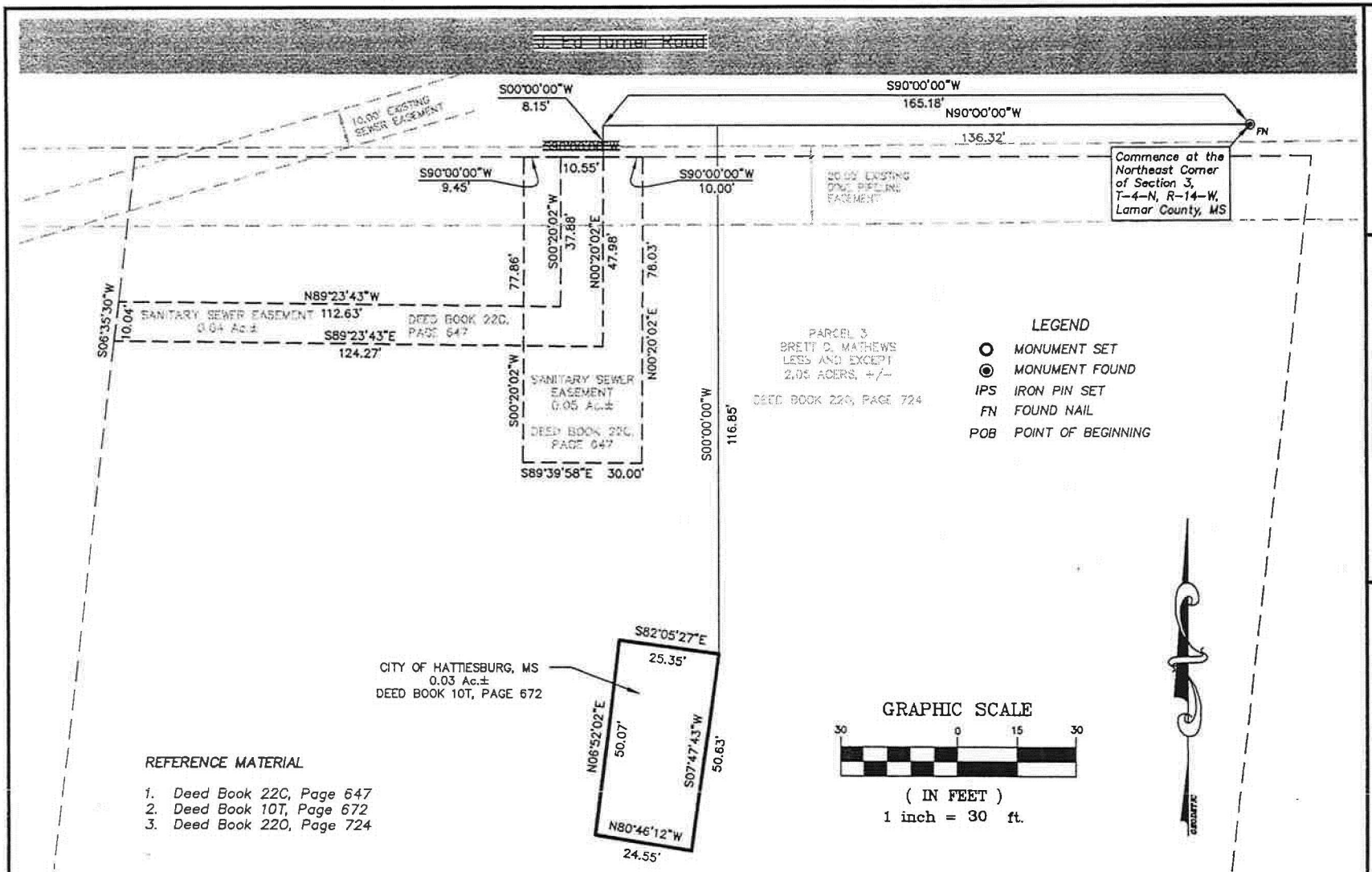


EXHIBIT FOR:
City of Hattiesburg
LESS AND EXCEPT
BRETT C. MATHEWS
Part of the NE 1/4 of the NE 1/4
Section 3, T-4-N, R-14-W
Lamar County, Mississippi

Clearpoint
Consulting Engineers, P.A.
6652 US HWY 98 • Hattiesburg, Mississippi 39402
Ph. (601) 261-2609 • Fax (601) 261-5573

SCALE: 1" = 30'
DATE: 03/12/2013
NOT A BOUNDARY SURVEY

BEARINGS DETERMINED BY: GPS GEODETIC
SURVEYED BY: NOT A BOUNDARY SURVEY
DRAWN BY: JCR

CAD FILE: Exhibit for 25x50 easement.dwg
CCE PROJECT NO. 8101001

724

FILED

2012 SEP 21 AM 8 49

WAYNE SMITH
CHANCERY CLERK

Prepared by:
Stephen G. Younger, Esq.
850 East River Place, Suite 302
Jackson, MS 39202
Tel. No. (601) 353-1571
MSB #6671

Return to:
Stephen G. Younger, Esq.
850 East River Place, Suite 302
Jackson, MS 39202
Tel. No. (601) 353-1571

Indexing instructions:
NE ¼ NE ¼ Sec. 3 and NW ¼ NW ¼ Sec. 2,
T4N, R14W
Lamar County, Mississippi

Grantor:
P.O. Box 14056
Baton Rouge, LA 70898-4056
Tel. No. (225) 766-4500

Grantee:
599 Steed Road
Ridgeland, MS 39157
Tel. No. (601) 898-8013

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid and other good legal, and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **TOTAL ENVIRONMENTAL SOLUTIONS, INC**, a Louisiana corporation, does hereby sell, convey and warrant unto **BRETT C. MATTHEWS** the following described land and property situated in Lamar County, Mississippi, to wit:

Tax Parcel No. 052A-03-001.000

A parcel of land in the Northeast Quarter of Northeast Quarter (NE ¼ of NE ¼) of Section 3, and in the Northwest Quarter of the Northwest Quarter (NW ¼ of NW ¼) of Section 2, all in Township 4 North, Range 14 West, Lamar County, Mississippi, and more particularly described as follows, to-wit:

Commence at the NE corner of the above said Section 3; thence East 15.7 feet; thence South 8.2 feet to the Point of Beginning; thence South 6 degrees 35 minutes 30 seconds West for 300 feet; thence West 300 feet; thence North 6 degrees 35 minutes 30 seconds East for 300 feet; thence East 300 feet to the Point of Beginning. The above described area contains 2.05 acres, more or less, together with all improvements thereon and appurtenances thereunto belonging.

Grantor obtained title by Trustee's Conveyance, United States Bankruptcy Court, Middle District of Louisiana, Case No. 99-10437, filed of record December 27, 2000 in Book 14V at Page 255 (See Tract 2). Grantor acknowledges and hereby discloses that a predecessor in title, Country Club Lake Utilities, Inc., conveyed 1,255.8 square feet, more or less, to the City of Hattiesburg, Mississippi by Warranty Deed filed of record September 10, 1993 in Book 10T Page 672 (See Tract 3). It is the intent of Grantor to convey all property that it acquired and owns by virtue of the Trustee's Conveyance described above.

Excepted from the warranty of this conveyance is a Sanitary Sewer Easement conveyed to the City of Hattiesburg, Mississippi filed December 22, 2011 in Book 22C at Page 647.

The 2012 taxes are herby prorated between the parties and shall be paid by Grantee herein.

WITNESS the signature of Grantor this the 10th day of ~~August~~ September 2012.

TOTAL ENVIRONMENTAL SOLUTIONS, INC,
A Louisiana Corporation

By: Brian Rivet
Print Name: BRIAN RIVET
Title: PRESIDENT

726

STATE OF LOUISIANA
PARISH OF Terrebonne

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, BRIAN RIVET, who acknowledged to me that he/she is PRESIDENT of Total Environmental Solutions, Inc., a Louisiana corporation, and that he/she signed and delivered the above and foregoing instrument of writing on behalf of the corporation on the day and year therein mentioned after first being authorized to do so.

GIVEN under my hand and seal, this the 10th day of ~~August~~ September - 2012.

NOTARY PUBLIC

My Commission Expires:
At Death

JAMES M. FUNDERBURK
NOTARY PUBLIC
Parish of Terrebonne, State of Louisiana
My Commission Is For Life
Bar Roll Number 5785

CHANCERY CLERK
LAMAR COUNTY, MISSISSIPPI

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
LD BOOK 220 PAGE 724
INDEXED ✓ RECORDED ✓ ABSTRACTED ✓
Sharon Herrin D.C.

515

FILED

2012 FEB 9 PM 2 33

WAYNE SMITH
CHANCERY CLERK

Prepared by:
Stephen G. Younger, Esq.
850 East River Place, Suite 302
Jackson, MS 39202
Tel. No. (601) 353-1571
MSB #6671

Return to: /
Stephen G. Younger, Esq.
850 East River Place, Suite 302
Jackson, MS 39202
Tel. No. (601) 353-1571

Indexing instructions:
NW ¼ NW ¼ Sec. 2, and NE ¼ NE ¼ Sec. 3, T4N, R14W
Lamar County, Mississippi

Grantor:
PO Box 16866
Jackson, MS 39236
Tel. No. 601-209-8503

Grantee:
P.O. Box 16866
Jackson, MS 39236
Tel. No. 601-209-8503

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid and other good legal, and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **LL TRACE, LLC, a Mississippi Limited Liability Company**, does hereby sell, convey and warrant unto **BRETT C. MATTHEWS** the following described land and property situated in Lamar County, Mississippi, to wit:

See Exhibit attached hereto and incorporated herein for all purposes.

The 2012 taxes shall be assumed by Grantee herein.

This conveyance is subject to any and all easements, rights of way, covenants, restrictions or conditions of record or in use on subject property.

WITNESS the signatures of the company by its Members, on this the 2nd day of February 2012.

LL TRACE, LLC

By: _____
STAN A. HALL, Member

_____
SAM H. HALL, Member

_____
BRETT C. MATTHEWS, Member

_____
STAN BLACK, Member

_____
L. CARR McCLAIN, Member

STATE OF MISSISSIPPI
COUNTY OF Forrest

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Stan A. Hall, who acknowledged to me that he is a Member of LL Trace, LLC, a Mississippi Limited Liability Company, and that he signed and delivered the above and foregoing instrument of writing on behalf of the company on the day and year therein mentioned after first being authorized to do so.

GIVEN under my hand and seal, this the 2nd day of Feb 2012.

_____
NOTARY PUBLIC

My Commission Expires:

_____

STATE OF MISSISSIPPI
TAMBRA M. GUYSE
NOTARY PUBLIC
ID No 60685
Comm Expires
January 5, 2014
FORREST COUNTY

This conveyance is subject to any and all easements, rights of way, covenants, restrictions or conditions of record or in use on subject property.

WITNESS the signatures of the company by its Members, on this the 2nd day of February 2012.

LL TRACE, LLC

By: _____
STAN A. HALL, Member

_____
SAM H. HALL, Member

_____
BRETT C. MATTHEWS, Member

_____
STAN BLACK, Member

L C McC
L. CARR McCLAIN, Member

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Stan A. Hall, who acknowledged to me that he is a Member of LL Trace, LLC, a Mississippi Limited Liability Company, and that he signed and delivered the above and foregoing instrument of writing on behalf of the company on the day and year therein mentioned after first being authorized to do so.

GIVEN under my hand and seal, this the 2nd day of February 2012.

Steve Younger
NOTARY PUBLIC

STATE OF MISSISSIPPI
STEVE YOUNGER
ID No
NOTARY PUBLIC
Comm Expires
April 8, 2014
MADISON COUNTY

My Commission Expires:
_____

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Stan Black, who acknowledged to me that he is a Member of LL Trace, LLC, a Mississippi Limited Liability Company, and that he signed and delivered the above and foregoing instrument of writing on behalf of the company on the day and year therein mentioned after first being authorized to do so.

GIVEN under my hand and seal, this the 2nd day of February 2012.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
STATE AT LARGE
ID No
13329
NOTARY PUBLIC
Comm Expires
April 8, 2014
MADISON COUNTY

STATE OF MISSISSIPPI
COUNTY OF Forrest

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, L. Carr McClain, who acknowledged to me that he is a Member of LL Trace, LLC, a Mississippi Limited Liability Company, and that he signed and delivered the above and foregoing instrument of writing on behalf of the company on the day and year therein mentioned after first being authorized to do so.

GIVEN under my hand and seal, this the 2nd day of February 2012.

NOTARY PUBLIC

My Commission Expires:

2-4-2013

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 92256
TERESA C. BRANNAN
Commission Expires
Feb. 4, 2013
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF Forrest

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Sam H. Hall, who acknowledged to me that he is a Member of LL Trace, LLC, a Mississippi Limited Liability Company, and that he signed and delivered the above and foregoing instrument of writing on behalf of the company on the day and year therein mentioned after first being authorized to do so.

GIVEN under my hand and seal, this the 2nd day of Feb 2012.

Tambra M. Guyse
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI TAMBRA M. GUYSE NOTARY PUBLIC ID No 60685 Comm Expires January 5, 2014 FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Brett C. Matthews, who acknowledged to me that he is a Member of LL Trace, LLC, a Mississippi Limited Liability Company, and that he signed and delivered the above and foregoing instrument of writing on behalf of the company on the day and year therein mentioned after first being authorized to do so.

GIVEN under my hand and seal, this the 2nd day of February 2012.

Steve Younger
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI STEVE YOUNGER ID No 13329 NOTARY PUBLIC Comm Expires April 8, 2014 MADISON COUNTY

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 3101

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 SO AS TO CHANGE THE ZONING CLASSIFICATION OF A CERTAIN PROPERTY LOCATED ON THE SOUTH SIDE OF J.ED TURNER ROAD (PARCEL # 052A-03-001.00, PPIN 08882, RESPECTIVELY, WARD 1), FROM "UNCLASSIFED" OR "NO ZONING DESIGNATION" TO A-1 (GENERAL AGRICULTRAL) DISTRICT.

IN THE CITY OF HATTIESBURG MISSISSIPPI

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

SECTION 1. That the Comprehensive Zoning 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 recommendation to APPROVE said change in zoning for the following reason:

Annexation (initial zoning)

in connection therewith so that the land described as follows be zoned as follows:

located in the NW ¼ of the NW ¼ of Section 2, and also in the NE ¼ of the NE ¼ of Section 3, all in Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at the Northeast Corner of the NW ¼ of Section 2; thence run South 89 degrees 53 minutes 40 seconds West along the north line of Section 2 for 2174.45 feet to and for the Point of Beginning; thence continue South 89 degrees 53 minutes 40 seconds West along said north line for 466.36 feet to the Northeast Corner of Section 3; thence run South 89 degrees 35 minutes 03 seconds West along the North line of said Section 3 for 733.26 feet; thence run South for 874.49 feet to the north right-of-way line of Long Leaf Trace (Rails to Trails); thence run along said north right-of-way for the following calls: along a curve to the right for 845.61 feet, said curve having a radius of 5679.59 feet, an included angle of 08 degrees 31 minutes 50 seconds, a chord length of 844.83 feet, and a chord bearing of South 80 degrees 11 minutes 28 seconds East; thence run South 76 degrees 04 minutes 36 seconds East for 419.45 feet; thence leaving said north right-of-way North for 1125.81 feet back to the Point of Beginning.

Said recommendation was to change the zoning designation from "unclassified" or "no zoning designation" to A-1 (General Agricultural) District, filed by Lawrence C. Gunn, JR., on behalf of Leslie Rutland, Owner.

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 Ware seconded by Council member Carroll and was adopted by the following vote to-wit:

YEAS: Bradley, Delgado, Carroll, Ware NAYS: None ABSENT: Naylor

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 21st day of May A.D., 2013.

(S E A L)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 21st day of May A.D., 2013.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2013-0284

File ID:	2013-0284	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	Planning Commission
				File Created:	05/14/2013
Brief Title:	Use Permit Upon Review south side of J. Ed Turner Rd.			**Final Action:**	05/21/2013
				Minute Book Number:	MB2013-147

Title:

Approve or Deny the petition filed by Lawrence C. Gunn, Jr. petitioner, on behalf of Leslie Rutland, Owner, to request a Use Permit Upon Review For A "Single, Helicopter Landing Pad"as provided in Article 4, Section 50.03 of the Comprehensive Zoning Ordinance No. 2330 for a certain property located on the south side of J. Ed Turner Rd. (Parcel # 052A-03-001.00, and PPIN # 08882, Ward 3). Hattiesburg Planning Commission recommended to APPROVE on May 1, 2013.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Rutland Use Permit	**Enactment Number:**	
Contact:		**Meeting Date:**	05/21/2013
Drafter:	Chantell Hypolite	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve the petition filed by Lawrence C. Gunn, Jr. petitioner, on behalf of Leslie Rutland, Owner, to request a Use Permit Upon Review For A "Single, Helicopter Landing Pad"as provided in Article 4, Section 50.03 of the Comprehensive Zoning Ordinance No. 2330 for a certain property located on the south side of J. Ed Turner Rd. (Parcel # 052A-03-001.00, and PPIN # 08882, Ward 3). Hattiesburg Planning Commission recommended to APPROVE on May 1, 2013.

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

Yeas: 4 - Bradley, Delgado, Carroll and Ware

Nays: 0:

Absent: 1 - Naylor

Yea:	4	President Bradley Council Member Delgado Council Member Carroll Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-0284

Title

Approve or Deny the petition filed by Lawrence C. Gunn, Jr. petitioner, on behalf of Leslie Rutland, Owner, to request a Use Permit Upon Review For A "Single, Helicopter Landing Pad"as provided in Article 4, Section 50.03 of the Comprehensive Zoning Ordinance No. 2330 for a certain property located on the south side of J. Ed Turner Rd. (Parcel # 052A-03-001.00, and PPIN # 08882, Ward 3). Hattiesburg Planning Commission recommended to APPROVE on May 1, 2013.

Summary

Use Permit Upon Review on the south side of J. Ed Turner Rd.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES

OF THE

REGULAR MEETING

OF THE

HATTIESBURG PLANNING COMMISSION

May 1, 2013

The Hattiesburg Planning Commission did meet in a regular session on May 1, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joe White, Vice- Chairman, presiding.

Commissioners Present: Robin Roberts
Jessie Wilson
Annie Pope
Joseph White, Vice-Chairman
Linda McMurtrey
Richard Conville, Chairman
Eric Martin
Peggy Horton
John Blanks

Commissioners Absent: Don McCleskey
Judy Corts

Also Present: Donovan Scruggs, Planning Manager
Chantell Hypolite, Planner-Apprentice

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

Invocation: John Blanks

AGENDA REVIEW

There came the matter of the Agenda for the May 1, 2013 meeting. The Agenda was approved.

Motion made by: Jessie Wilson

Motion seconded by: Annie Pope

Commissioners voting aye: Robin Roberts
Jessie Wilson
Annie Pope
Linda McMurtrey
Richard Conville

Eric Martin
Peggy Horton
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the April 3, 2013 minutes. A motion was made to approve the minutes as presented.

Motion made by: Robin Roberts

Motion seconded by: John Blanks

Commissioners voting aye: Robin Roberts
Jessie Wilson
Annie Pope
Linda McMurtrey
Richard Conville, Chairman
Eric Martin
Peggy Horton
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

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

BUILDING INSPECTION REPORT

There came the matter of the Inspection Report.

	April 2013	
New Construction:		Dollar Amount
Apartment	7	$9,700,000
Commercial	5	$1,793,000
Residential	2	$130,200
Remodel/Repairs:		
Apartments	2	$200.00

Commercial	32	$10,352,279
Residential	93	$274,887
Historic Commercial	1	$0(storm)
Historic Residential	14	$44,989
Mercury Tests:		
Commercial	1	$100
Residential	14	$1,400

PLANNING REPORT

There came the matter of the Planning Report. Donovan Scruggs informed the Commissioners that Historic Preservation Planner Justin Heskew had resigned. Scruggs updated the Commissioners on the health status of Director Pattie Brantley, who is back home in Hattiesburg recovering. He Informed the Commissioners that the planning staff and the steering committee have received a copy of the Midtown Plan and Form Based Code on April 26, 2013, and the goal is to have the Public Hearing in mid June 2013.

CHAIRMAN REPORT

There came the matter of the Chairman's Report. No chairman report was submitted.

PUBLIC HEARING

A. The matter of the petition has been filed by Erick Garcia to change the zoning designation for a certain property located at 102 & 104 Pinehurst Street (Parcel # 2-029N-09-024.00, PPIN: 13237, Ward 4), from B-3 (Community Business) District to B-1 (Professional Business) District. The recommendation included the stipulation that the zoning buffer requirement not be enforced on adjacent commercial properties.

   a. Discussion
   b. Planning Commission Vote on Item A

Name	Address	City/State	
Presented by:	Ariel Esmer (Business Partner)	902 Hardy St.	Hattiesburg, MS 39401

Proponents: None

Opponents: None

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request.

Motion made by: Jessie Wilson

Motion seconded by: Linda McMurtrey

Commissioners voting aye:
Jessie Wilson
Eric Martin
Linda McMurtrey
Robin Roberts
Annie Pope
John Blanks
Peggy Horton

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners Reason:

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

Comments Written on Ballots:

Recommendation: Waive Buffer Requirements

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

PUBLIC HEARING

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

B. The matter of the petition has been filed by Lawrence Gunn, Jr. on behalf of Leslie Rutland to change the zoning designation for a certain property from "unclassified" or "no zoning designation" to A-1 (General Agricultural) District for a certain property located on the south side of J.Ed Turner Rd.

a. Discussion
b. Planning Commission Vote on Item B

	Name	Address	City/State
Presented by:	Leslie Rutland	9 Medinah	Hattiesburg, MS 39401
Proponents:	Benjamin Stevens	99 Lake Estates D	Hattiesburg, MS 39401
	Theresa Eriason	131 Fair Lake Dr	Hattiesburg, MS 39401
Opponents:	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request.

Motion made by: Linda McMurtrey

Motion seconded by: Robin Roberts

Commissioners voting aye:
Jessie Wilson
Eric Martin
Joseph White
Linda McMurtrey
Annie Pope
John Blanks
Peggy Horton
Robin Roberts

Commissioners voting nay: None
Commissioners abstaining: None

Commissioners Reason:

Annexation (initial zoning)

Comments:

None.

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

PUBLIC HEARING

Chairman Conville declared the Public Hearing open (Public Hearing for this item was held concurrent to the zoning case) and explained the rules and procedures of the hearing

C. The matter of the petition has been filed by Lawrence Gunn, Jr. on behalf of Leslie Rutland to request a Use Permit Upon Review for a "single, helicopter landing pad" as provided in Article 4, Section 50.03 of the Comprehensive Zoning Ordinance No. 2330.

   a. Discussion
   b. Planning Commission Vote on Item C

	Name	Address	City/State
Presented by:	Leslie Rutland	9 Medinah	Hattiesburg, MS 39401
Proponents:	Benaj Ste.	99 Lake Estates Dr.	Hattiesburg, MS 39401
	Theresa Eriason	131 Fair Lake Dr	Hattiesburg, MS 39401
Opponents:	None		

Chairman Conville declared the Public Hearing closed (Public Hearing for this item was held concurrent to the zoning case) and the Business Meeting open to vote on the request.

Motion made by: Linda McMurtrey

Motion seconded by: Robin Roberts

Commissioners voting aye:
Jessie Wilson
Eric Martin
Joseph White
Linda McMurtrey
Annie Pope
John Blanks
Peggy Horton
Robin Roberts

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners Reason:

The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boast community pride.

Comments:

Recommendation: Limit the applicant to one (1) helicopter with a maximum capacity of five (5) people.

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

PRESENTATION

Consideration to endorse the Overpass Study submitted by Linda McMurtrey.

a. Discussion
b. Planning Commission Vote on Item

Presented by: Linda McMurtrey

Motion made by: Robin Roberts

Motion seconded by: Eric Martin

Commissioners voting aye:
Jessie Wilson
Eric Martin
Joseph White
Linda McMurtrey
Annie Pope
John Blanks
Peggy Horton
Robin Roberts

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners Reason:

Endorse the study based on public need and benefit to the City of Hattiesburg.

Comments:

None.

The Hattiesburg Planning Commission voted to **ENDORSE** Item D

There being no further business, the meeting was adjourned at 2:45pm

Richard Conville, Chairman

Chantell Hypolite, Planner- Apprentice

STAFF SUMMARY/MAP

PLANNING COMMISSION May 1, 2013 ITEM C

PROPERTY ADDRESS:
South side of J.Ed Turner Rd. Hattiesburg, MS 39401

Parcels: 052A-03-001.00
PPINs: 08882
Ward: 1

PETITIONER:
Lawrence C. Gunn, Jr. P. O Box Drawer 18109 Hattiesburg, MS 39404

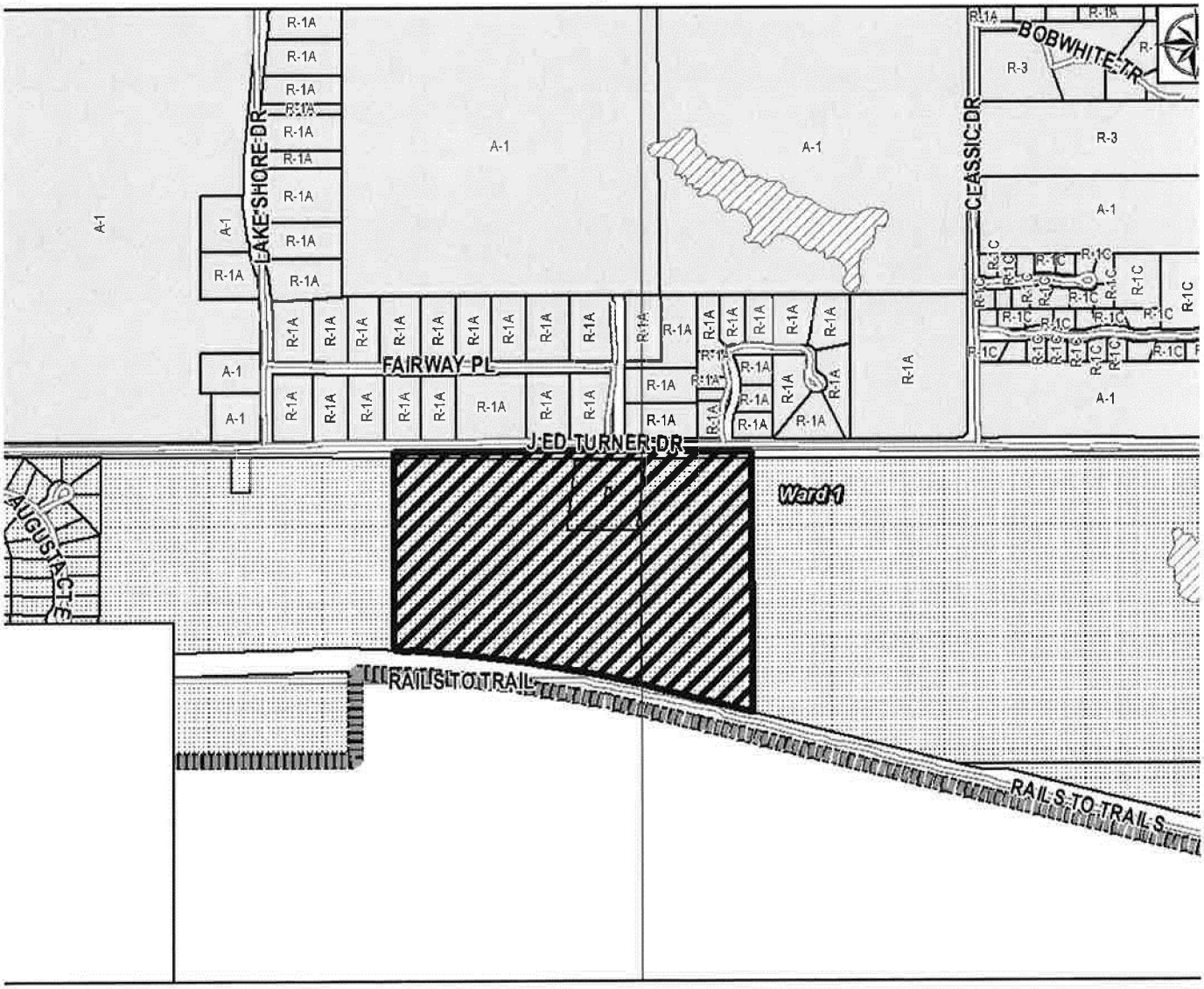
PROPERTY OWNER:
Leslie Rutland P. O Box 2349 Collins, MS 39428

Special Districts:
Flood District: AE Zone

Historic District: N/A

Public Utilities:
Water: City, available on the north side of J.Ed Turner Rd.
Sewer: City, available on the north side of J.Ed Turner Rd.

Site Plan Review Committee (SPRC):
The applicant has not been to SPRC; therefore, site plans for this proposed project have not been reviewed or approved.



STAFF SUMMARY May 2013

J. Ed Turner Rd. : Lawrence C. Gunn / Use Permit Item C

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

- Article 4, Section 50.03 Use permit on review by the Planning Commission.

Requested Action: To request a Use Permit Upon Review for a "single, helicopter landing pad" as provided in the A-1(General Agricultural) District.

Character of the Neighborhood:

This property is located on the south side of J.Ed Turner road. The right of way is a two lane road. The area is primarily residential uses that include single family homes and the Hattiesburg Country Club & golf course. Immediately to the south of the property is the Long Leaf Trace. The new Oak Grove Long Leaf Elementary School has been located in the area to the south of the property as well.

FUTURE LAND USE MAP: Neighborhood Conservation District

District Overview: The N. C. D. is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts

---

Physical Site Characteristics:

The site is located on the south side of J.Ed Turner Road. The applicant is purchasing a large undeveloped parcel of land approximately 28 acres. The applicant is proposing to construct a single-family residence on the property and to preserve the remainder as agricultural use; i.e., timber.

ADJACENT ZONING AND LAND USES:

NORTH: R-1A Single– Family Residential District/ Residential Neighborhoods
SOUTH: Rural/ Unincorporated/ Long Leaf Trace
EAST: Unzoned/Undeveloped
WEST: Unzoned/Undeveloped

CONSIDERATIONS:

- Applicant has requested to have property zoned A-1 (General Agriculture). This property was annexed in September 2007, and has never been assigned a zoning classification.
- The A-1 (General Agricultural) District allows as "Use Permit Upon Review of Planning Commission": 50.03(1) airport and landing field.
- The applicant is requesting a Use Permit Upon Review for a "single, helicopter landing pad". He intends to operate the helicopter for personal non-commercial purposes. This request is consistent with the above cited regulation though to a reduced scale or intensity.
- The applicant owns a private helicopter. He would like to store and land this helicopter on his property. He has indicated the capacity size of four people including the pilot. The helicopter is a 6 cylinder, 245 bhp (Brake Horse Power)), it has an empty weight of helicopter 1,450 lbs. and loaded weight 2,500 lbs.
- The Federal Aviation Administration regulations govern operation of helicopters, and the applicants private and occasional use of his helicopter for non-commercial purposes is not subject to any federal or city regulations.

CRITERA FOR APPROVAL:

- The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
- The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

CONDITION:

- If appropriate , consideration should be given to limit the use to one (1) helicopter with a maximum capacity of four passengers.

PLANNING COMMISSION J.Ed Turner Rd. ITEM B & C

STAFF SUMMARY/MAP

South Side of J. Ed Turner Rd.

Property to the West

South Side J. Ed Turner Rd.

Property to the East

Property to the South

Property to the North

N3245S

Larry Gunn

From: Leslie Rutland [l.rutland@rutlandlumber.com]
ent: Tuesday, February 26, 2013 11:54 AM
To: Larry Gunn

Data from Robinson R44 Raven II Pilot's Operating Handbook and FAA approved rotorcraft flight manual, dated June 13, 2005.

General characteristics

- **Crew:** one or two pilots
- **Capacity:** four, including pilot
- **Payload:** 800 lb (408 kg)
- **Length:** 459" (9.0 m)
- **Rotor diameter:** 33 ft (10.1 m)
- **Tail rotor diameter:** 4 ft 10 in (1.5 m)
- **Height:** 10 ft 9 in (3.3 m)
- **Empty weight:** 1,450 lb (657.7 kg)
- **Loaded weight:** 2,500 lb (1,134 kg)
- **Powerplant:** 1 × Lycoming IO-540-AE1A5 6 cylinder, flat engine with fuel injection, 245 bhp (183 kW)
- **Fuel:** 100 low lead (100LL) fuel or 100/130.
- **Main tank capacity:** 31.6 US gallons (120 liters)
- **Main tank usable fuel:** 30.6 US gallons (116 liters)
- **Auxiliary tank capacity:** 18.5 US gallons (70 liters)
- **Auxiliary tank usable fuel:** 18.3 US gallons (69 liters)

Performance

- **Maximum speed:** 130 kn (240 km/h; 150 mph)
- **Cruise speed:** 110 kn (200 km/h; 130 mph)
- **Range:** 300 nmi (560 km; 350 mi)

- **Altitude restrictions:** 14,000 ft (4,300 m) density altitude or 9,000 ft (2,700 m) above ground level in order to be able to reach ground within 5 minutes in case of fire.

Leslie Rutland

PLEASE TYPE OR PRINT APPLICATION Date: Click here to enter a date.

PUBLIC HEARING APPLICATION

P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
Department of Urban Development
(601) 554-1031 or 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:

Application for (check all appropriate types):

☐ Variance (details below) x Use Permit (details below) x Re-Zoning (details below)

☐ Subdividing of Lot, Parcel or Tract ☐ Overlay District

☐ Street or Alley Renaming ☐ Vacating Street or Alley

☐ Planned Unit Development ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

☐ Sign ☐ Setback (front, side or rear _____) ☐ Off-site Parking

☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space

☐ Other

Land Development Code Article No.		Section		Staff Information – do not complete
Article No.		Section		
Article No.		Section		

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

☐ Auto Sales ☐ Barber/Beauty Shop ☐ Care Center (type_____)

☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Junk Yard

☐ Restaurant ☐ Telecommunications xOther Landing area for helicopter - see attached

Land Development Code Article No.		Section		Staff Information

FOR RE-ZONING ONLY:

Existing Zoning: None-property was previously annexed in Lamar County

Proposed Zoning: A-1 - General Agricultural

C:\Users\SManasco\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\5CTU3XDE\2012 Section 2 - Application Cover Signature Pages and Petitioner Info.docx

FILED

APR 04 2013

EDDIE P. MYERS, CITY CLERK

By _____ Deputy Clerk

Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

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

Pre-Application Date: Click here to enter a date. **Planner:**

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

Project Name: 28 acres on J. Ed Turner Road

Proposed Use(s): Private residence

Project Street Address: south side of J. Ed Turner Road

PPIN Number(s) (If unknown, can be found on tax receipt): 052A-03-001.000

Parcel Number(s):

Flood Zone(s): Historic District(s):

Zoning District(s): Proposed Cost of the Project: $

Project Representative Information

Project Representative and Title: ☐ Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer xOther (Specify): Attorney

Name: Lawrence C. Gunn, Jr. Company Name: Bryan Nelson P.A.

Phone: 601-261-4100 Fax: 601-261-4106 Email: lgunn@bnlawfirm.com

Mailing Address: Post Office Drawer 18109, Hattiesburg, MS 39404-8109

Name: Brett C. Matthews

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

Phone: 601-209-8503 Fax: 601-898-2983 Email: bmatthews@mcicpa.net

Mailing Address: 108 Overbrook Hill, Ridgeland, MS 39157

Name: Leslie Rutland

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

Phone: 601-765-8892 Fax: 601-765-4352 Email: L.rutland@rutlandlumber.com

Mailing Address: Post Office Box 2349, Collins, MS 39428

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

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

599 C Steed Rd, Ridgeland, MS 39157
Street Address *City* *State*

on this the 15th day of March, 2013.

In the matter of this request, the property owner further authorizes the following named person to represent them at the public hearing on this petition. Leslie Rutland or his attorney, Lawrence C. Gunn, Jr. on this the 15th day of March, 2013.

Brett C. Matthews
Property Owner

Property Owner

STATE OF Mississippi

COUNTY OF Madison

Personally came and appeared before me, the within named
Brett C. Matthews

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 15th day of March, 2013.

STATE OF MISSISSIPPI
STEVE YOUNGER
ID No
13329
NOTARY PUBLIC
My Commission Expires:
April 8, 2014

Steve Younger
NOTARY PUBLIC

PLANNING COMMISSION - PETITIONER REQUIRED SUBMITTAL INFORMATION

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

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

_____,
Street Address *City* *State*

on this the _____ day of _____, 20___.

_____
Applicant

_____
Applicant

STATE OF Mississippi

COUNTY OF Covington

Personally came and appeared before me, the within named

Leslie Rutland,

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14th day of March, 2019.

_____
NOTARY PUBLIC

My Commission Expires:

_____

DAWN LAYTON
Commission Expires
Sept. 27, 2019

The subject twenty-eight acres on J. Ed Turner Road is part of a larger parcel that was previously annexed in Lamar County. The property has not been zoned before now. The applicant, Leslie Rutland, has entered into a contract with the owner, Brett Matthews, to purchase the property, subject to its being rezoned and subject to the City granting a use permit to allow Mr. Rutland to house his privately owned helicopter and to land it on the property.

Mr. Rutland's current plan is to build a single-family residence on the property and to preserve the remainder as agricultural use; i.e., timber. Any future development requiring additional zoning change would be focused on some type of residential use, consistent with the city's inclusion of this land within Neighborhood Conservation District #2 in the city's Comprehensive Plan.

LEGAL DESCRIPTION

Parcel 3 (Brett C. Matthews Tract)

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 2, and also in the NE 1/4 of the NE 1/4 of Section 3, all in Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at the Northeast Corner of the NW 1/4 of Section 2; thence run South 89 degrees 53 minutes 40 seconds West along the north line of Section 2 for 2174.45 feet to and for the Point of Beginning; thence continue South 89 degrees 53 minutes 40 seconds West along said north line for 466.36 feet to the Northeast Corner of Section 3; thence run South 89 degrees 35 minutes 03 seconds West along the North line of said Section 3 for 733.26 feet; thence run South for 874.49 feet to the north right-of-way line of Long Leaf Trace (Rails to Trails); thence run along said north right-of-way for the following calls: along a curve to the right for 845.61 feet, said curve having a radius of 5679.59 feet, an included angle of 08 degrees 31 minutes 50 seconds, a chord length of 844.83 feet, and a chord bearing of South 80 degrees 11 minutes 28 seconds East; thence run South 76 degrees 04 minutes 36 seconds East for 419.45 feet; thence leaving said north right-of-way run North for 1125.81 feet back to the Point of Beginning.

Less and Except:

A parcel of land being 2.05 acres described in Deed Book 14V, on page 255 as filed in the Lamar County Chancery Clerk's office, further described as follows:

Commence at the NE corner of Section 3, Township 4 North, Range 14 West; thence East 15.7 feet; thence South 8.2 feet to the Point of Beginning; thence S 6 degrees 35 minutes 30 seconds W for 300 feet; thence West 300 feet; thence N 6 degrees 35 minutes 30 seconds E for 300 feet; thence East for 300 feet to the Point of Beginning, containing 2.05 acres, more or less.

Said parcel contains 25.94 acres net, more or less.

CHANCERY CLERK ★ LAMAR COUNTY, MISSISSIPPI ★

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
BOOK 22-E PAGE 515
INDEXED ✓ RECORDED ✓ ABSTRACTED ✓
D.C.

2.05 acres

A parcel of land in the Northeast Quarter of Northeast Quarter (NE ¼ of NE ¼) of Section 3, and in the Northwest Quarter of the Northwest Quarter (NW ¼ of NW 1/4) of Section 2, all in Township 4 North, Range 14 West, Lamar County, Mississippi, and more particularly described as follows, to-wit:

Commence at the NE corner of the above said Section 3; thence East 15.7 feet; thence South 8.2 feet to the Point of Beginning; thence South 6 degrees 35 minutes 30 seconds West for 300 feet; thence West 300 feet; thence North 6 degrees 35 minutes 30 seconds East for 300 feet; thence East 300 feet to the Point of Beginning. The above described area contains 2.05 acres, more or less, together with all improvements thereon and appurtenances thereunto belonging.

25.94 Acres

A parcel of land located in the NW ¼ of the NW ¼ of Section 2, and also in the NE ¼ of the NE ¼ of Section 3, all in Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at the Northeast Corner of the NW ¼ of Section 2; thence run South 89 degrees 53 minutes 40 seconds West along the north line of Section 2 for 2174.45 feet to and for the Point of Beginning; thence continue South 89 degrees 53 minutes 40 seconds West along said north line for 466.36 feet to the Northeast Corner of Section 3; thence run South 89 degrees 35 minutes 03 seconds West along the North line of said Section 3 for 733.26 feet; thence run South for 874.49 feet to the north right-of-way line of Long Leaf Trace (Rails to Trails); thence run along said north right-of-way for the following calls: along a curve to the right for 845.61 feet, said curve having a radius of 5679.59 feet, an included angle of 08 degrees 31 minutes 50 seconds, a chord length of 844.83 feet, and a chord bearing of South 80 degrees 11 minutes 28 seconds East; thence run South 76 degrees 04 minutes 36 seconds East for 419.45 feet; thence leaving said north right-of-way North for 1125.81 feet back to the Point of Beginning.

Less and Except:

A parcel of land being 2.05 acres described in Deed Book 14V, on page 255 as filed in the Lamar County Chancery Clerk's office, further described as follows:

Commence at the NE corner of Section 3, Township 4 North, Range 14 West; thence East 15.7 feet; thence South 8.2 feet to the Point of Beginning; thence S 6 degrees 35 minutes 30 seconds W for 300 feet; thence West 300 feet; thence N 6 degrees 35 minutes 30 seconds E for 300 feet; thence East for 300 feet to the Point of Beginning, containing 2.05 acres, more or less.

Said parcel contains 25.94 acres net, more or less.

Use Permit upon Review Information *(2 pages)*

see separate applications for digital billboards, junk/tow yards and telecommunications towers

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

   None.

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

   None.

3. What is the expected number of employees? None.

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

   If yes, please explain:

   None, except for normal use of helicopter. See photo of helicopter and manufacturer's specifications attached.

5. Will there be any discharge of air, liquid, or solids? No _____ If yes, please explain:

6. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? No

   If yes, please explain:

7. Parking Requirements: None.

Commercial/Industrial: Paved parking will be provided for _____vehicles, and _____ handicap vehicle(s); with _____ loading spaces.

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

xA. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.

☐B. The need to preserve and encourage the stability of the Hattiesburg business community.

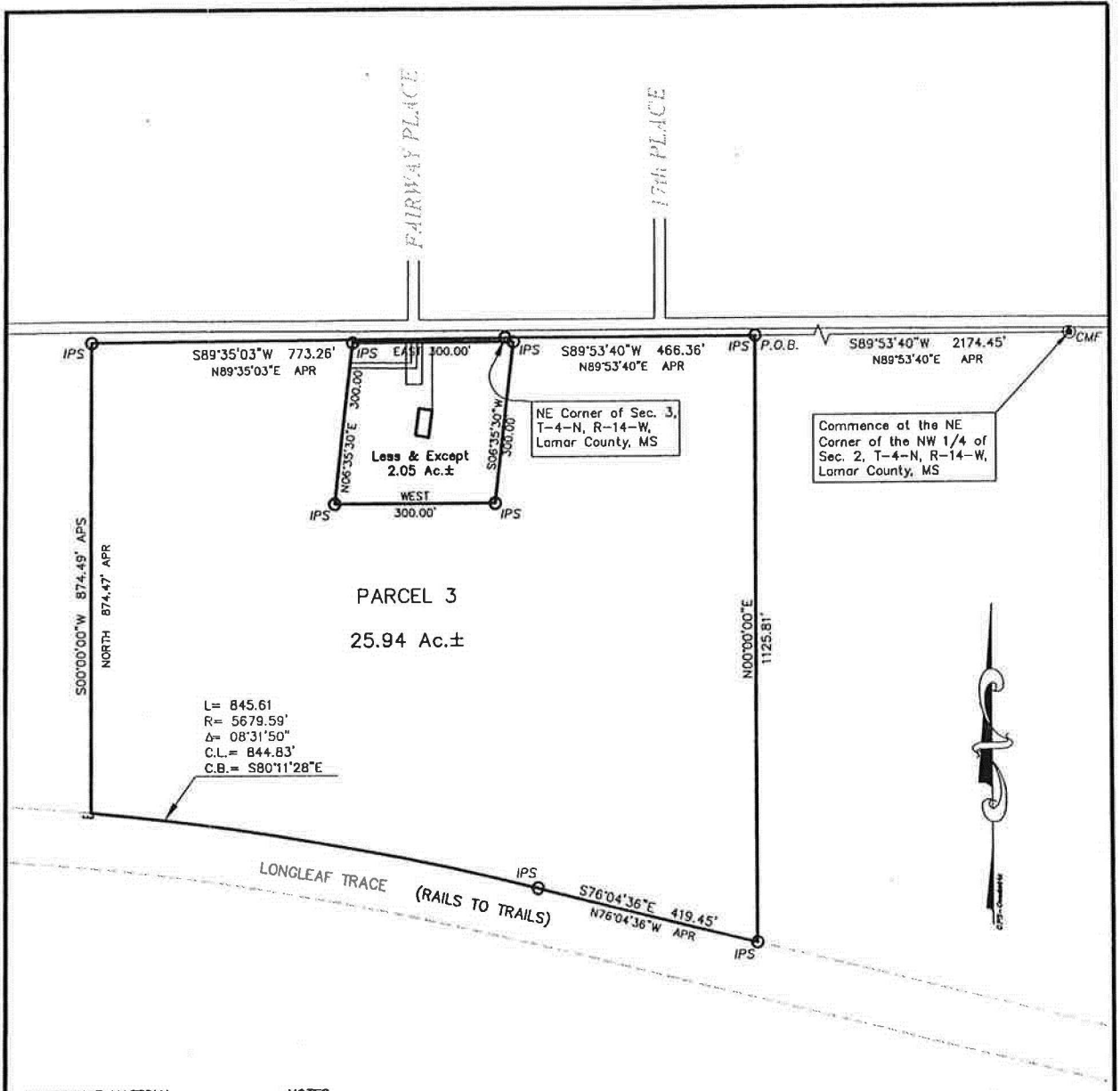
☐C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

☐D. The need to conserve and protect Hattiesburg's physical infrastructure.

☐E. The public need for the proposed use, as opposed to the private interest of an individual.

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

Mr. Rutland plans to construct a high-end single family residence that will be consistent with the Comprehensive Plan's Neighborhood Conservation District classification. Federal Aviation Administration regulations govern operation of helicopters, and Mr. Rutland's private and occasional use of his helicopter for non-commercial purposes is not subject to any federal or city regulation. This application is submitted due to the staff's concern, not Mr. Rutland's, that helicopter usage may constitute an "Airport and Landing Field" within the meaning of §50.03 of the Land Development Code and may require consideration by the Planning Commission.



REFERENCE MATERIAL

1. DB 14V, PG 255
2. DB 18P, PG 12
3. DB 20N, PG 146
4. Previous surveys by Waits Engineering Consultants, LLC

NOTES

1. Class "B" Survey
2. No additional record search of easements was conducted.
3. All property corners are 1/2"x18" rebar unless noted otherwise.
4. Orientation is based upon Geodetic North.
5. Parcel may be subject to J. Ed Turner Road right-of-way.

GRAPHIC SCALE

200 0 100 200

(IN FEET)

1 inch = 200 ft.

LEGAL DESCRIPTION

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 2, and also in the NE 1/4 of the NE 1/4 of Section 3, all in Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at the Northeast Corner of the NW 1/4 of Section 2; thence run South 89 degrees 53 minutes 40 seconds West along the north line of Section 2 for 2174.45 feet to and for the Point of Beginning; thence continue South 89 degrees 53 minutes 40 seconds West along said north line for 466.36 feet to the Northeast Corner of Section 3; thence run South 89 degrees 35 minutes 03 seconds West along the North line of said Section 3 for 733.26 feet; thence run South for 874.49 feet to the north right-of-way line of Long Leaf Trace (Rails to Trails); thence run along said north right-of-way for the following calls: along a curve to the right for 845.61 feet, said curve having a radius of 5679.59 feet, an included angle of 08 degrees 31 minutes 50 seconds, a chord length of 844.83 feet, and a chord bearing of South 80 degrees 11 minutes 28 seconds East; thence run South 76 degrees 04 minutes 36 seconds East for 419.45 feet; thence leaving said north right-of-way run North for 1125.81 feet back to the Point of Beginning.

Less and Except:

A parcel of land being 2.05 acres described in Deed Book 14V, on page 255 as filed in the Lamar County Chancery Clerk's office.

Said parcel contains 25.94 acres net, more or less.

LEGEND

◉	MONUMENT FOUND
O	MONUMENT SET
IPF	IRON PIN FOUND
IPS	IRON PIN SET
CMF	CONCRETE MONUMENT FOUND
APR	AS PER RECORD
APS	AS PER SURVEY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

CAD FILE: 81012001.dwg CCE PROJECT NO. 81012001

Clearpoint
Consulting Engineers, P.A.

SURVEY FOR
Brett Matthews
PART OF THE NW 1/4 OF THE NW 1/4 SEC. 2 AND THE NE 1/4 OF THE NE 1/4 OF SEC. 3, T-4-N, R-14-W LAMAR COUNTY, MS

SCALE: 1" = 200'	BEARINGS DETERMINED BY: GPS-GEODETIC
DATE OF SURVEY: XX/XX/XXXX	SURVEYED BY: AR/CT
CLASS OF SURVEY: B	DRAWN BY: RJS

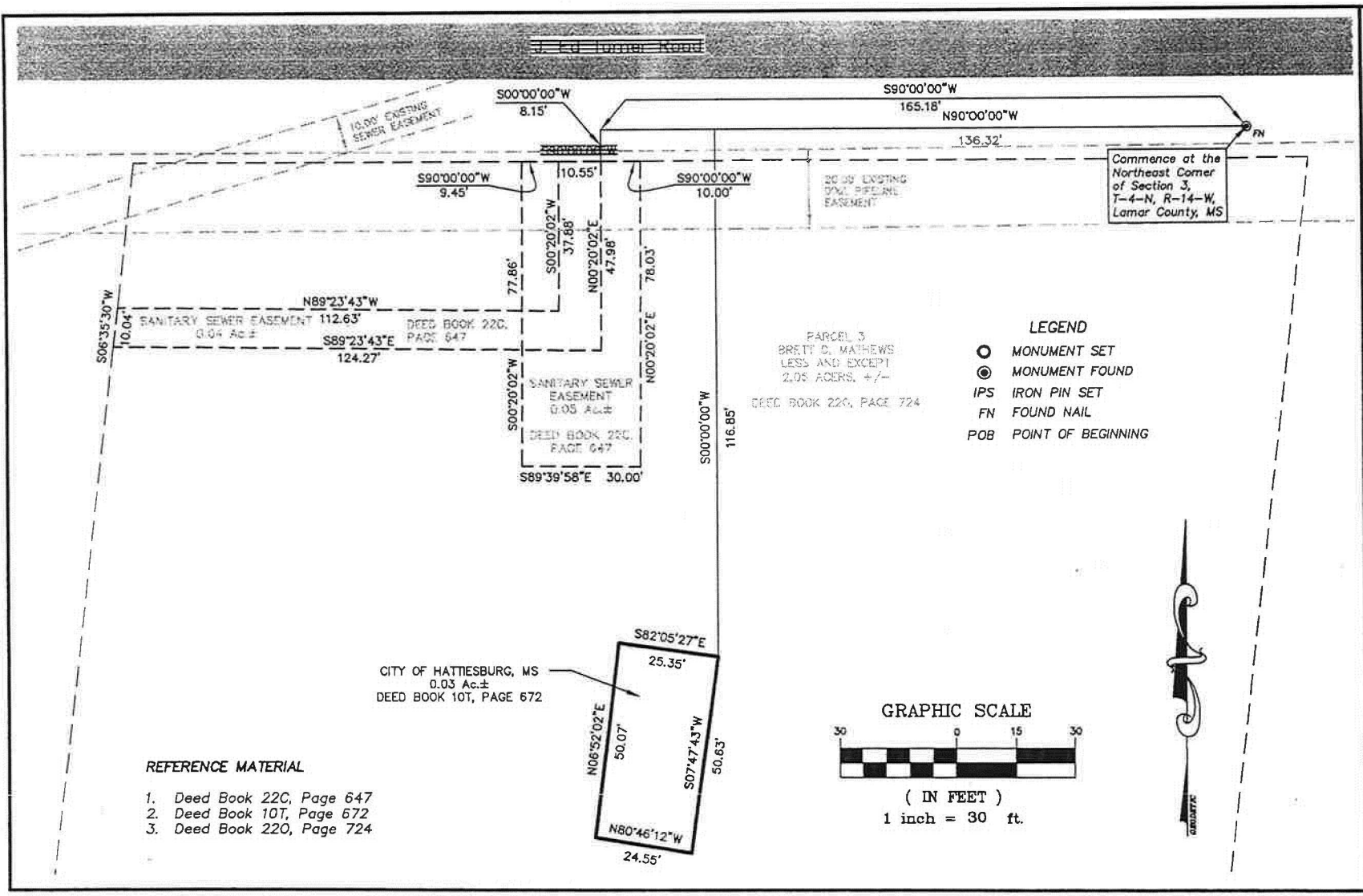


EXHIBIT FOR:
City of Hattiesburg
LESS AND EXCEPT
BRETT C. MATHEWS
Part of the NE 1/4 of the NE 1/4
Section 3, T-4-N, R-14-W
Lamar County, Mississippi

Clearpoint
Consulting Engineers, P.A.
6652 US HWY 98 • Hattiesburg, Mississippi 39402
Ph. (601) 261-2600 • Fax (601) 261-5573

SCALE: 1" = 30'
DATE: 03/12/2013
NOT A BOUNDARY SURVEY

BEARINGS DETERMINED BY: GPS GEODETIC
SURVEYED BY: NOT A BOUNDARY SURVEY
DRAWN BY: JCR

CAD FILE: Exhibit for 25X50 easement.dwg
CCE PROJECT NO. 8101200I

724

FILED

2012 SEP 21 AM 8 49

WAYNE SMITH
CHANCERY CLERK

Prepared by:
Stephen G. Younger, Esq.
850 East River Place, Suite 302
Jackson, MS 39202
Tel. No. (601) 353-1571
MSB #6671

Return to:
Stephen G. Younger, Esq.
850 East River Place, Suite 302
Jackson, MS 39202
Tel. No. (601) 353-1571

Indexing instructions:
NE ¼ NE ¼ Sec. 3 and NW ¼ NW ¼ Sec. 2,
T4N, R14W
Lamar County, Mississippi

Grantor:
P.O. Box 14056
Baton Rouge, LA 70898-4056
Tel. No. (225) 766-4500

Grantee:
599 Steed Road
Ridgeland, MS 39157
Tel. No. (601) 898-8013

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid and other good legal, and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **TOTAL ENVIRONMENTAL SOLUTIONS, INC**, a Louisiana corporation, does hereby sell, convey and warrant unto **BRETT C. MATTHEWS** the following described land and property situated in Lamar County, Mississippi, to wit:

Tax Parcel No. 052A-03-001.000

A parcel of land in the Northeast Quarter of Northeast Quarter (NE ¼ of NE ¼) of Section 3, and in the Northwest Quarter of the Northwest Quarter (NW ¼ of NW ¼) of Section 2, all in Township 4 North, Range 14 West, Lamar County, Mississippi, and more particularly described as follows, to-wit:

Commence at the NE corner of the above said Section 3; thence East 15.7 feet; thence South 8.2 feet to the Point of Beginning; thence South 6 degrees 35 minutes 30 seconds West for 300 feet; thence West 300 feet; thence North 6 degrees 35 minutes 30 seconds East for 300 feet; thence East 300 feet to the Point of Beginning. The above described area contains 2.05 acres, more or less, together with all improvements thereon and appurtenances thereunto belonging.

Grantor obtained title by Trustee's Conveyance, United States Bankruptcy Court, Middle District of Louisiana, Case No. 99-10437, filed of record December 27, 2000 in Book 14V at Page 255 (See Tract 2). Grantor acknowledges and hereby discloses that a predecessor in title, Country Club Lake Utilities, Inc., conveyed 1,255.8 square feet, more or less, to the City of Hattiesburg, Mississippi by Warranty Deed filed of record September 10, 1993 in Book 10T Page 672 (See Tract 3). It is the intent of Grantor to convey all property that it acquired and owns by virtue of the Trustee's Conveyance described above.

Excepted from the warranty of this conveyance is a Sanitary Sewer Easement conveyed to the City of Hattiesburg, Mississippi filed December 22, 2011 in Book 22C at Page 647.

The 2012 taxes are herby prorated between the parties and shall be paid by Grantee herein.

WITNESS the signature of Grantor this the 10th day of ~~August~~ 2012.

TOTAL ENVIRONMENTAL SOLUTIONS, INC,
A Louisiana Corporation

By: Brian Riet
Print Name: BRIAN RIVET
Title: PRESIDENT

726

STATE OF LOUISIANA
PARISH OF Terrebonne

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, BRIAN RIVET, who acknowledged to me that he/she is PRESIDENT of Total Environmental Solutions, Inc., a Louisiana corporation, and that he/she signed and delivered the above and foregoing instrument of writing on behalf of the corporation on the day and year therein mentioned after first being authorized to do so.

GIVEN under my hand and seal, this the 10th day of ~~August~~ September - 2012.

NOTARY PUBLIC

My Commission Expires:
At Death

JAMES M. FUNDERBURK
NOTARY PUBLIC
Parish of Terrebonne, State of Louisiana
My Commission Is For Life
Bar Roll Number 5785

CHANCERY CLERK
LAMAR COUNTY, MISSISSIPPI

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
LD BOOK 220 PAGE 724
INDEXED ✓ RECORDED ✓ ABSTRACTED ✓
Sharon Herrum D.C.

515

FILED

2012 FEB 9 PM 2 33

WAYNE SMITH
CHANCERY CLERK

Prepared by:
Stephen G. Younger, Esq.
850 East River Place, Suite 302
Jackson, MS 39202
Tel. No. (601) 353-1571
MSB #6671

Return to:
Stephen G. Younger, Esq.
850 East River Place, Suite 302
Jackson, MS 39202
Tel. No. (601) 353-1571

Indexing instructions:
NW ¼ NW ¼ Sec. 2, and NE ¼ NE ¼ Sec. 3, T4N, R14W
Lamar County, Mississippi

Grantor:
PO Box 16866
Jackson, MS 39236
Tel. No. 601-209-8503

Grantee:
P.O. Box 16866
Jackson, Ms 39236
Tel. No. 601-209-8503

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid and other good legal, and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **LL TRACE, LLC, a Mississippi Limited Liability Company**, does hereby sell, convey and warrant unto **BRETT C. MATTHEWS** the following described land and property situated in Lamar County, Mississippi, to wit:

See Exhibit attached hereto and incorporated herein for all purposes.

The 2012 taxes shall be assumed by Grantee herein.

This conveyance is subject to any and all easements, rights of way, covenants, restrictions or conditions of record or in use on subject property.

WITNESS the signatures of the company by its Members, on this the 2nd day of February 2012.

LL TRACE, LLC

By: _____
STAN A. HALL, Member

_____
SAM H. HALL, Member

_____
BRETT C. MATTHEWS, Member

_____
STAN BLACK, Member

_____
L. CARR McCLAIN, Member

STATE OF MISSISSIPPI
COUNTY OF Forrest

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Stan A. Hall, who acknowledged to me that he is a Member of LL Trace, LLC, a Mississippi Limited Liability Company, and that he signed and delivered the above and foregoing instrument of writing on behalf of the company on the day and year therein mentioned after first being authorized to do so.

GIVEN under my hand and seal, this the 2nd day of Feb 2012.

_____
NOTARY PUBLIC

My Commission Expires:

_____

STATE OF MISSISSIPPI
TAMBRA M. GUYSE
NOTARY PUBLIC
ID No 60685
Comm Expires
January 5, 2014
FORREST COUNTY

This conveyance is subject to any and all easements, rights of way, covenants, restrictions or conditions of record or in use on subject property.

WITNESS the signatures of the company by its Members, on this the 2nd day of February 2012.

LL TRACE, LLC

By: _____
STAN A. HALL, Member

_____
SAM H. HALL, Member

_____
BRETT C. MATTHEWS, Member

_____
STAN BLACK, Member

L C McC
L. CARR McCLAIN, Member

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Stan A. Hall, who acknowledged to me that he is a Member of LL Trace, LLC, a Mississippi Limited Liability Company, and that he signed and delivered the above and foregoing instrument of writing on behalf of the company on the day and year therein mentioned after first being authorized to do so.

GIVEN under my hand and seal, this the 2nd day of February 2012.

Steve Younger
NOTARY PUBLIC

STATE OF MISSISSIPPI
STEVE YOUNGER
ID No
NOTARY PUBLIC
Comm Expires
April 8, 2014
MADISON COUNTY

My Commission Expires:
_____

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Stan Black, who acknowledged to me that he is a Member of LL Trace, LLC, a Mississippi Limited Liability Company, and that he signed and delivered the above and foregoing instrument of writing on behalf of the company on the day and year therein mentioned after first being authorized to do so.

GIVEN under my hand and seal, this the 2nd day of February 2012.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
STEVE YOUNGER
ID No
13329
NOTARY PUBLIC
Comm Expires
April 8, 2014
MADISON COUNTY

STATE OF MISSISSIPPI
COUNTY OF Forrest

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, L. Carr McClain, who acknowledged to me that he is a Member of LL Trace, LLC, a Mississippi Limited Liability Company, and that he signed and delivered the above and foregoing instrument of writing on behalf of the company on the day and year therein mentioned after first being authorized to do so.

GIVEN under my hand and seal, this the 2nd day of February 2012.

NOTARY PUBLIC

My Commission Expires:

2-4-2013

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 92256
TERESA C. BRANNAN
Commission Expires
Feb. 4, 2013
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF Forrest

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Sam H. Hall, who acknowledged to me that he is a Member of LL Trace, LLC, a Mississippi Limited Liability Company, and that he signed and delivered the above and foregoing instrument of writing on behalf of the company on the day and year therein mentioned after first being authorized to do so.

GIVEN under my hand and seal, this the 2nd day of Feb 2012.

Tambra M. Guyse
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
TAMBRA M. GUYSE
NOTARY PUBLIC
ID No 60685
Comm Expires
January 5, 2014
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Brett C. Matthews, who acknowledged to me that he is a Member of LL Trace, LLC, a Mississippi Limited Liability Company, and that he signed and delivered the above and foregoing instrument of writing on behalf of the company on the day and year therein mentioned after first being authorized to do so.

GIVEN under my hand and seal, this the 2nd day of February 2012.

Steve Younger
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
STEVE YOUNGER
ID No
13329
NOTARY PUBLIC
Comm Expires
April 8, 2014
MADISON COUNTY

City of Hattiesburg, MS

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

Master

File Number: 2013-0294

File ID: 2013-0294 **Type:** Resolution **Status:** Passed

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

File Created: 05/15/2013

Brief Title: May 21, 2013 Budget Amendments **Final Action:** 05/21/2013

Minute Book Number: MB2013-147

Title: Adopt the May 21, 2013 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2013 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Notes:

Sponsors: **Enactment Date:**

Attachments: May 2013 Budget Amendments, executed May 2013 Budget Amendments RES2013-40 **Enactment Number:**

Contact: Connie Everett **Meeting Date:** 05/21/2013

Drafter: Connie Everett **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt the May 21, 2013 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2013 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

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

Yeas: 5 - Bradley, Delgado, Carroll and Ware

Nays: 0

Absent: 1 - Naylor

Yea: 4 President Bradley
Council Member Delgado
Council Member Carroll
Vice President Ware

ΓEL-No Vote: 0

Text of Legislative File 2013-0294

Title
Adopt the May 21, 2013 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2013 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: ***Mayor DuPree, Members of City Council***
FROM: ***Connie Everett, CFO***
DATE: ***May 21, 2013***
SUBJECT: ***Proposed Budget Amendments***

Below is a listing of proposed amendments to the FY 2013 budget for the City of Hattiesburg. General Fund amendments are presented as an adjustment to budgeted ending cash:

Budgeted Ending Cash as amended		$1,482,196
Expenditure Adjustments:		
Elections – supplies	-500	
Elections – wages for pollworkers	-5,000	
Traffic – supplies for signal upgrades, 4th St and Broadway Dr.	-3,200	
Traffic – signal installation, 4th St. and Broadway Dr.	-32,800	
Revised Budgeted Ending Cash		**$1,440,696**

Parks & Recreation Fund – adjust budget for Forrest County contribution for summer day camp $32,718

Please give me a call after you review the above information if you have any questions.

RESOLUTION

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

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

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

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$1,412,283	$168,827	$1,581,110	Budget for purchase orders carried from prior year; budget for tornado repairs; signal upgrades

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$3,229,737	$976,250	$4,205,987	Budget for purchase orders carried from prior year; budget for recycling costs; budget for tornado repairs; signal upgrades

Section 3 . That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 121st day of May, 2013.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 21st day of May, 2013.

ATTEST: APPROVED:

CITY CLERK MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-April Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Revenues & Beg. Cash Balance:							
Taxes -Other	$28,000		$28,000		$28,000		$28,000
Licenses & Permits	4,440,000		4,440,000		$4,440,000		$4,440,000
Intergovernmental Revenues:							$0
Federal	718,771	42,419	761,190	1,060,633	$1,821,823		$1,821,823
State	278,420	-3,295	275,125	171,475	$446,600		$446,600
State-Shared	20,456,000	125,754	20,581,754		$20,581,754		$20,581,754
County/City Shared	66,000		66,000		$66,000		$66,000
Charges for Services:					$0		$0
Public Safety	190,000		190,000		$190,000		$190,000
Streets	20,100		20,100		$20,100		$20,100
Sanitation	2,220,000		2,220,000		$2,220,000		$2,220,000
Misc.	0		0		$0		$0
Fines & Forf.	1,602,000		1,602,000		$1,602,000		$1,602,000
Misc. Revenues	200,350	5,000	205,350		$205,350		$205,350
Transfers-In	794,475		794,475		$794,475		$794,475
Non-Revenue Receipts	1,021,400	567,112	1,588,512		$1,588,512		$1,588,512
TOTAL REVENUES EXCLUSIVE OF			0		0		$0
PROPERTY TAXES	$32,035,516	$736,990	$32,772,506	$1,232,108	$34,004,614	$0	$34,004,614
Beg. Fund Balance	4,600,000	231,301	4,831,301		$4,831,301		4,831,301
Property Tax Levy	12,285,000	0	12,285,000		$12,285,000		12,285,000
TOTAL AVAIL. REVENUES	**$48,920,516**	**$968,291**	**$49,888,807**	**$1,232,108**	**$51,120,915**	**$0**	**$51,120,915**
THE GENERAL FUND EXPENDITURE BUDGETS:							
City Council							
Personnel	$201,850		$201,850		$201,850		201,850
Supplies & Expenses	3,400		3,400		$3,400		3,400
Other Services & Charges	122,465		122,465		$122,465		122,465
Capital Outlays	74,000	4,350	78,350	100	$78,450		78,450
Total - City Council	$401,715	$4,350	$406,065	$100	$406,165	$0	$406,165
City Court							
Personnel	$957,552		$957,552		$957,552		957,552
Supplies & Expenses	13,515		13,515	4,417	$17,932		17,932
Other Services & Charges	141,418	2,801	144,219	14,000	$158,219		158,219
Capital Outlays	0		0		$0		0
Total - City Court	$1,112,485	$2,801	$1,115,286	$18,417	$1,133,703	$0	$1,133,703
Mayor/Admin.							
Personnel	$533,566		$533,566		$533,566		533,566
Supplies & Expenses	12,900		12,900		$12,900		12,900
Other Services & Charges	103,702		103,702		$103,702		103,702
Capital Outlays	0		0		$0		0
Total - Mayor/Admin.	$650,168	$0	$650,168	$0	$650,168	$0	$650,168
Elections							
Personnel	$0		$0		$0		$0
Supplies & Expenses	2,000		2,000		$2,000	$500	2,500
Other Services & Charges	56,000		56,000	7,000	$63,000	$5,000	68,000
Capital Outlays	0		0		$0		0
Total - Elections	$58,000	$0	$58,000	$7,000	$65,000	$5,500	$70,500
Muni. Clerk							
Personnel	$155,351		$155,351		$155,351		$155,351
Supplies & Expenses	3,800		3,800		$3,800		3,800
Other Services & Charges	34,695		34,695		$34,695		34,695
Capital Outlays			0		$0		0
Total - Muni Clerk	$193,846	$0	$193,846	$0	$193,846	$0	$193,846
Accounting							
Personnel	$271,881		$271,881		$271,881		$271,881
Supplies & Expenses	6,855		6,855		$6,855		6,855
Other Services & Charges	2,075		2,075		$2,075		2,075
Capital Outlays			0		$0		0
Total - Accounting	$280,811	$0	$280,811	$0	$280,811	$0	$280,811
Purchasing							
Personnel	$134,382		$134,382		$134,382		$134,382
Supplies & Expenses	6,628		6,628		$6,628		6,628
Other Services & Charges	900		900		$900		900
Capital Outlays			0		$0		0
Total - Purchasing	$141,910	$0	$141,910	$0	$141,910	$0	$141,910
City Attorney							
Personnel	$93,242		$93,242		$93,242		$93,242
Supplies & Expenses			0		$0		0
Other Services & Charges	18,500		18,500		$18,500		18,500
Capital Outlays			0		$0		0
Total - City Attorney	$111,742	$0	$111,742	$0	$111,742	$0	$111,742
Human Resources							
Personnel	$196,129		$196,129		$196,129		$196,129
Supplies & Expenses	8,920		8,920	2,000	$10,920		10,920
Other Services & Charges	4,640	3,200	7,840	3,000	$10,840		10,840
Capital Outlays			0		$0		0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-April Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Total - Human Resources	$209,689	$3,200	$212,889	$5,000	$217,889	$0	$217,889
Loss Control							
Personnel	$104,729		$104,729		$104,729		$104,729
Supplies & Expenses	5,505	217	5,722		$5,722		5,722
Other Services & Charges	4,845		4,845		$4,845		4,845
Capital Outlays			0		$0		0
Total - Loss Control	$115,079	$217	$115,296	$0	$115,296	$0	$115,296
Urban Development							
Personnel	$459,116		$459,116		$459,116		$459,116
Supplies & Expenses	26,960	1,514	28,474		$28,474		28,474
Other Services & Charges	180,841	2,362	183,203	3,780	$186,983		186,983
Capital Outlays	0		0		$0		0
Total - Urban Dev.	$666,917	$3,876	$670,793	$3,780	$674,573	$0	$674,573
Information Systems							
Personnel	$384,354		$384,354		$384,354		$384,354
Supplies & Expenses	46,950		46,950		$46,950		46,950
Other Services & Charges	272,150		272,150		$272,150		272,150
Capital Outlays	245,000	435,904	680,904		$680,904		680,904
Total - Inf. Systems	$948,454	$435,904	$1,384,358	$0	$1,384,358	$0	$1,384,358
Gen. Gov't Building							
Personnel			$0		$0		$0
Supplies & Expenses	27,035		27,035		$27,035		27,035
Other Services & Charges	124,833	1,400	126,233		$126,233		126,233
Capital Outlays			0		$0		0
Total - Gen. Gov't Building	$151,868	$1,400	$153,268	$0	$153,268	$0	$153,268
Intermodal Facility (Depot) O & M:							
Personnel			$0		$0		$0
Supplies & Expenses	13,500		13,500		$13,500		13,500
Other Services & Charges	124,340		124,340		$124,340		124,340
Capital Outlays			0		$0		0
Total - Depot O & M	$137,840	$0	$137,840	$0	$137,840	$0	$137,840
Metro Planning							
Personnel	$209,411		$209,411		$209,411		$209,411
Supplies & Expenses	6,300		6,300	9,493	$15,793		15,793
Other Services & Charges	6,600		6,600	93,450	$100,050		100,050
Capital Outlays	500		500		$500		500
Total - Metro Planning	$222,811	$0	$222,811	$102,943	$325,754	$0	$325,754
Gen. Gov't Insurance/Other serv.							
Personnel	$3,171		$3,171		$3,171		$3,171
Supplies & Expenses	1,200		1,200		$1,200		1,200
Other Services & Charges	1,734,168		1,734,168		$1,734,168		1,734,168
Capital Outlays			0		$0		0
Total - Gen. Gov't Insur/other Serv.	$1,738,539	$0	$1,738,539	$0	$1,738,539	$0	$1,738,539
Federal Programs Administration							
Personnel	$132,184		132,184		$132,184		132,184
Supplies	9,170		9,170	-$4,920	$4,250		4,250
Other Services & Charges	6,400		6,400	-$4,000	$2,400		2,400
Capital Outlay	0		0		$0		0
Total - Federal Programs Admin.	$147,754	$0	$147,754	-$8,920	$138,834	$0	$138,834
Recap - General Government Cost Centers							
Personnel	***$3,836,918***	***$0***	***$3,836,918***	***$0***	***$3,836,918***	***$0***	***$3,836,918***
Supplies & Expenses	***$194,638***	***$1,731***	***$196,369***	***$10,990***	***$207,359***	***$500***	***$207,859***
Other Services & Charges	***$2,938,572***	***$9,763***	***$2,948,335***	***$117,230***	***$3,065,565***	***$5,000***	***$3,070,565***
Capital Outlays	***$319,500***	***$440,254***	***$759,754***	***$100***	***$759,854***	***$0***	***$759,854***
Total - Gen. Government	***$7,289,628***	***$451,748***	***$7,741,376***	***$128,320***	***$7,869,696***	***$5,500***	***$7,875,196***
Police							
Personnel	$9,150,415		$9,150,415		$9,150,415		$9,150,415
Supplies & Expenses	746,641		746,641	380	$747,021		747,021
Other Services & Charges	484,291	5,000	489,291	13,534	$502,825		502,825
Capital Outlays	564,440	52,051	616,491	-180	$616,311		616,311
Total - Police	$10,945,787	$57,051	$11,002,838	$13,734	$11,016,572	$0	$11,016,572
Police & Fire Training							
Personnel	$33,433		$33,433		$33,433		$33,433
Supplies & Expenses	146,368	33,290	179,658	-280	$179,378		179,378
Other Services & Charges	122,764	10,523	133,287		$133,287		133,287
Capital Outlays	0	74,694	74,694		$74,694		74,694
Total - Police & Fire Training	$302,565	$118,507	$421,072	-$280	$420,792	$0	$420,792
Fire							
Personnel	$6,606,588		$6,606,588		$6,606,588		$6,606,588
Supplies & Expenses	368,855	-19,000	349,855		$349,855		349,855
Other Services & Charges	317,095	-2,400	314,695		$314,695		314,695
Capital Outlays	0	23,000	23,000		$23,000		23,000
Total - Fire Dept.	$7,292,538	$1,600	$7,294,138	$0	$7,294,138	$0	$7,294,138

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-April Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Code Enforcement							
Personnel	$542,694		$542,694		$542,694		$542,694
Supplies & Expenses	31,397	672	32,069		$32,069		32,069
Other Services & Charges	55,572	2,150	57,722		$57,722		57,722
Capital Outlays	42,000		42,000		$42,000		42,000
Total - Code Enforcement	$671,663	$2,822	$674,485	$0	$674,485	$0	$674,485
Contractual Services - Public Safety							
Personnel	$162,940		$162,940	$24,330	$187,270		$187,270
Supplies & Expenses	0		0		$0		0
Other Services & Charges	1,512,445		1,512,445	390,934	$1,903,379		1,903,379
Capital Outlays			0		$0		0
Total - Cont. Serv. - Public Safety	$1,675,385	$0	$1,675,385	$415,264	$2,090,649	$0	$2,090,649
Public Services Cost Centers:							
Traffic Maint.							
Personnel	$360,960		$360,960		$360,960		$360,960
Supplies & Expenses	137,544		137,544	81,750	$219,294	$3,200	222,494
Other Services & Charges	44,492		44,492	111,800	$156,292	$32,800	189,092
Capital Outlays	37,550	85,173	122,723		$122,723		122,723
Total - Traffic Maint.	$580,546	$85,173	$665,719	$193,550	$859,269	$36,000	$895,269
Streets							
Personnel	$1,689,175		$1,689,175		$1,689,175		$1,689,175
Supplies & Expenses	466,250	11,536	477,786		$477,786		477,786
Other Services & Charges	233,956	2,816	236,772		$236,772		236,772
Capital Outlays	0	10,438	10,438		$10,438		10,438
Total - Streets	$2,389,381	$24,790	$2,414,171	$0	$2,414,171	$0	$2,414,171
Street Lights							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	1,100,000		1,100,000		$1,100,000		1,100,000
Capital Outlays			0		$0		0
Total - Street Lights	$1,100,000	$0	$1,100,000	$0	$1,100,000	$0	$1,100,000
Engineering							
Personnel	$339,580		$339,580		$339,580		$339,580
Supplies & Expenses	19,200		19,200		$19,200		19,200
Other Services & Charges	262,753	8,947	271,700	138,600	$410,300		410,300
Capital Outlays	0		0		$0		0
Total - Engineering	$621,533	$8,947	$630,480	$138,600	$769,080	$0	$769,080
Shop							
Personnel	$462,974		$462,974	$1,000	$463,974		$463,974
Supplies & Expenses	47,675		47,675		$47,675		47,675
Other Services & Charges	47,351		47,351		$47,351		47,351
Capital Outlays	8,000		8,000		$8,000		8,000
Total - Shop	$566,000	$0	$566,000	$1,000	$567,000	$0	$567,000
GOFS							
Personnel	$314,650		$314,650		$314,650		$314,650
Supplies & Expenses	16,600	285	16,885		$16,885		16,885
Other Services & Charges	24,535		24,535		$24,535		24,535
Capital Outlays	5,945		5,945		$5,945		5,945
Total - GOFS	$361,730	$285	$362,015	$0	$362,015	$0	$362,015
Drainage							
Personnel	$170,878		$170,878		$170,878		$170,878
Supplies & Expenses	74,330	3,396	77,726		$77,726		77,726
Other Services & Charges	436,000		436,000		$436,000		436,000
Capital Outlays	934,850		934,850		$934,850		934,850
Total - Drainage	$1,616,058	$3,396	$1,619,454	$0	$1,619,454	$0	$1,619,454
Construction							
Personnel	$646,819		$646,819		$646,819		$646,819
Supplies & Expenses	140,634		140,634	60,850	$201,484		201,484
Other Services & Charges	106,035	10,207	116,242	5,330	$121,572		121,572
Capital Outlays	44,500		44,500	18,000	$62,500		62,500
Total - Construction	$937,988	$10,207	$948,195	$84,180	$1,032,375	$0	$1,032,375
Sanitation							
Personnel	$1,278,299		$1,278,299		$1,278,299		$1,278,299
Supplies & Expenses	341,350	6,704	348,054		$348,054		348,054
Other Services & Charges	954,865		954,865	665,750	$1,620,615		1,620,615
Capital Outlays	0		0		$0		0
Total - Sanitation	$2,574,514	$6,704	$2,581,218	$665,750	$3,246,968	$0	$3,246,968
Street Cleaning							
Personnel	$63,720		$63,720		$63,720		$63,720
Supplies & Expenses	24,800		24,800		$24,800		24,800
Other Services & Charges	11,100		11,100		$11,100		11,100
Capital Outlays	0	204,793	204,793		$204,793		204,793
Total - Street Cleaning	$99,620	$204,793	$304,413	$0	$304,413	$0	$304,413

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-April Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Health							
Personnel	$405,904		$405,904		$405,904		$405,904
Supplies & Expenses	143,900	1,106	145,006		$145,006		145,006
Other Services & Charges	8,650		8,650		$8,650		8,650
Capital Outlays	0		0		$0		0
Total - Health	$558,454	$1,106	$559,560	$0	$559,560	$0	$559,560
Recap - Public Services:							
Personnel	***$5,732,959***	***$0***	***$5,732,959***	***$1,000***	***$5,733,959***	***$0***	***$5,733,959***
Supplies & Expenses	***$1,412,283***	***23,027***	***1,435,310***	***142,600***	***$1,577,910***	***3,200***	***1,581,110***
Other Services & Charges	***$3,229,737***	***21,970***	***3,251,707***	***921,480***	***$4,173,187***	***32,800***	***4,205,987***
Capital Outlays	***$1,030,845***	***300,404***	***1,331,249***	***18,000***	***$1,349,249***	***0***	***1,349,249***
Total - Public Services	***$11,405,824***	***$345,401***	***$11,751,225***	***$1,083,080***	***$12,834,305***	***$36,000***	***$12,870,305***
Animal Control							
Personnel	$126,599		$126,599		$126,599		$126,599
Supplies & Expenses	23,950		23,950		$23,950		23,950
Other Services & Charges	123,073		123,073		$123,073		123,073
Capital Outlays	0		0		$0		0
Total - Animal Control	$273,622	$0	$273,622	$0	$273,622	$0	$273,622
Human/Social Assist.							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	159,500		159,500		$159,500		159,500
Capital Outlays			0		$0		0
Total - Human/Social Assist.	$159,500	$0	$159,500	$0	$159,500		$159,500
Economic Dev							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	160,000		160,000		$160,000		160,000
Capital Outlays			0		$0		0
Total - Economic Dev.	$160,000	$0	$160,000	$0	$160,000		$160,000
Debt Service							
Principal	$1,741,550	$162,000	$1,903,550		$1,903,550		$1,903,550
Interest	191,175	$11,600	$202,775		$202,775		$202,775
Total Debt Service	$1,932,725	$173,600	$2,106,325	$0	$2,106,325	$0	$2,106,325
Airport							
Personnel	$96,630		$96,630	$2,915	$99,545		$99,545
Supplies & Expenses	56,198		56,198		$56,198		56,198
Other Services & Charges	72,975		72,975		$72,975		72,975
Capital Outlays	0		0		$0		0
Total - Airport	$225,803	$0	$225,803	$2,915	$228,718	$0	$228,718
Cemetery							
Personnel	$613,452		$613,452	$1,000	$614,452		$614,452
Supplies & Expenses	89,350		89,350	1,263	$90,613		90,613
Other Services & Charges	53,350		53,350		$53,350		53,350
Capital Outlays	79,500		79,500		$79,500		79,500
Total - Cemetery	$835,652	$0	$835,652	$2,263	$837,915	$0	$837,915
Parking Garages							
Personnel	$191,979		$191,979		$191,979		$191,979
Supplies & Expenses	7,250		7,250		$7,250		7,250
Other Services & Charges	82,402	3,137	85,539		$85,539		85,539
Capital Outlays	10,000		10,000	70,000	$80,000		80,000
Total - Parking Garages	$291,631	$3,137	$294,768	$70,000	$364,768	$0	$364,768
Transfers to Other Funds	$3,187,234	20,000	$3,207,234	100,000	$3,307,234		$3,307,234
EXPENDITURES & TRANSFERS	**$46,649,557**	**$1,173,866**	**$47,823,423**	**$1,815,296**	**$49,638,719**	**$41,500**	**$49,680,219**
Recap - General Fund							
Personnel	*$27,094,607*	*$0*	*$27,094,607*	*$29,245*	*$27,123,852*	*$0*	*$27,123,852*
Supplies & Expenses	*3,076,930*	*39,720*	*3,116,650*	*154,953*	*3,271,603*	*3,700*	*3,275,303*
Other Services & Charges	*9,311,776*	*50,143*	*9,361,919*	*1,443,178*	*10,805,097*	*37,800*	*10,842,897*
Capital Outlays	*2,046,285*	*890,403*	*2,936,688*	*87,920*	*3,024,608*	*0*	*3,024,608*
Principal Payments	*1,741,550*	*162,000*	*1,903,550*	*0*	*1,903,550*	*0*	*1,903,550*
Interest Payments	*191,175*	*11,600*	*202,775*	*0*	*202,775*	*0*	*202,775*
Total - Gen. Fund Cost Centers	*$43,462,323*	*$1,153,866*	*$44,616,189*	*$1,715,296*	*$46,331,485*	*$41,500*	*$46,372,985*
Transfers to Other Funds	*3,187,234*	*20,000*	*3,207,234*	*100,000*	*3,307,234*	*0*	*3,307,234*
Total - Expenditures & Transfers	*$46,649,557*	*$1,173,866*	*$47,823,423*	*$1,815,296*	*$49,638,719*	*$41,500*	*$49,680,219*
Ending Cash Budget	**$2,270,959**	**-$205,575**	**$2,065,384**	**-$583,188**	**$1,482,196**	**-$41,500**	**$1,440,696**

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-April Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Parks & Recreation (Fund #2):							
Recreation Maint Cost Center							
Personnel	$1,082,984		$1,082,984		$1,082,984		$1,082,984
Supplies & Expenses	357,446		357,446		$357,446		357,446
Other Services & Charges	189,170	2,089	191,259	20,000	$211,259		211,259
Capital Outlays	489,000	35,890	524,890	209,528	$734,418		734,418
Total - Recreation Maint.	$2,118,600	$37,979	$2,156,579	$229,528	$2,386,107	0	$2,386,107
Recreation Admin.							
Personnel	$469,918		$469,918		$469,918	28,518	$498,436
Supplies & Expenses	98,680	1,810	100,490		$100,490	4,200	104,690
Other Services & Charges	456,884		456,884		$456,884		456,884
Capital Outlays	0		0		$0		0
Total - Recreation Admin.	$1,025,482	$1,810	$1,027,292	$0	$1,027,292	32,718	$1,060,010
Kamper Park Zoo							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges			0		$0		0
Capital Outlays			0		$0		0
Total - Kamper Park	$0	$0	$0	$0	$0	0	$0
Recap - Parks & Recreation Fund:							
Personnel	***$1,552,902***	***$0***	***$1,552,902***	***$0***	$1,552,902	***$28,518***	***$1,581,420***
Supplies & Expenses	***456,126***	***1,810***	***457,936***	***0***	$457,936	***4,200***	***462,136***
Other Services & Charges	***646,054***	***2,089***	***648,143***	***20,000***	$668,143	***0***	***668,143***
Capital Outlays	***489,000***	***35,890***	***524,890***	***209,528***	$734,418	***0***	***734,418***
Total - Recreation Maint.	***$3,144,082***	***$39,789***	***$3,183,871***	***$229,528***	***$3,413,399***	***$32,718***	***$3,446,117***
Municipal Fire Protection (Fund #5):							
Personnel			$0		$0		$0
Supplies & Expenses	72,000		72,000		$72,000		72,000
Other Services & Charges	44,500		44,500		$44,500		44,500
Capital Outlays	423,761	6,728	430,489		$430,489		430,489
Principal Payments	148,560		148,560		$148,560		148,560
Interest Payments	23,540		23,540		$23,540		23,540
Total - Municipal Fire Prot. Fun	***$712,361***	***$6,728***	***$719,089***	***$0***	***$719,089***	***$0***	***$719,089***
Special Streets (Fund #8):							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges			0		$0		0
Capital Outlays	261,000		261,000		$261,000		261,000
Total - Special Streets	***$261,000***	***$0***	***$261,000***	***$0***	***$261,000***	***0***	***$261,000***
Water & Sewer Operation & Maint. (Fund #9):							
Customer Accounts Cost Center							
Personnel	$231,808	$159,912	$391,720		$391,720		$391,720
Supplies & Expenses	7,968	13,000	20,968		$20,968		20,968
Other Services & Charges	121,730	12,300	134,030		$134,030		134,030
Capital Outlays	0	8,000	8,000	20,000	$28,000		28,000
Total - Customer Accounts	$361,506	$193,212	$554,718	$20,000	$574,718	0	$574,718
Water Transmission Cost Center							
Personnel	$897,533	-$159,912	$737,621		$737,621		$737,621
Supplies & Expenses	182,600	-10,000	172,600		$172,600		172,600
Other Services & Charges	550,500		550,500		$550,500		550,500
Capital Outlays	40,000		40,000		$40,000		40,000
Total - Water Trans.	$1,670,633	-$169,912	$1,500,721	$0	$1,500,721	0	$1,500,721
Plant Cost Center							
Personnel	$554,776		$554,776	$3,000	$557,776		$557,776
Supplies & Expenses	168,450	697	169,147		$169,147		169,147
Other Services & Charges	941,510	44,854	986,364		$986,364		986,364
Capital Outlays	19,500		19,500		$19,500		19,500
Total - Plant	$1,684,236	$45,551	$1,729,787	$3,000	$1,732,787	0	$1,732,787
Sewer Cost Center							
Personnel	$686,706		$686,706		$686,706		$686,706
Supplies & Expenses	259,500		259,500		$259,500		259,500
Other Services & Charges	937,250	719	937,969		$937,969		937,969
Capital Outlays	3,000	304,840	307,840		$307,840		307,840
Total - Water Trans.	$1,886,456	$305,559	$2,192,015	$0	$2,192,015	0	$2,192,015
Lagoon Cost Center							
Personnel	$258,485		$258,485		$258,485		$258,485
Supplies & Expenses	376,800		376,800		$376,800		376,800
Other Services & Charges	1,722,400	7,400	1,729,800		$1,729,800		1,729,800
Capital Outlays	60,000		60,000		$60,000		60,000
Principal Payments			0		$0		0
Interest Payments			0		$0		0
Total - Lagoon Cost Center	$2,417,685	$7,400	$2,425,085	$0	$2,425,085	0	$2,425,085
Recap: Water & Sewer O & M Fund:							
Personnel	***$2,629,308***	***$0***	***$2,629,308***	***$3,000***	$2,632,308	***$0***	***$2,632,308***
Supplies & Expenses	***995,318***	***3,697***	***999,015***	***0***	$999,015	***0***	***999,015***
Other Services & Charges	***4,273,390***	***65,273***	***4,338,663***	***0***	$4,338,663	***0***	***4,338,663***
Capital Outlays	***122,500***	***312,840***	***435,340***	***20,000***	$455,340	***0***	***455,340***
Principal Payments	***0***	***0***	***0***	***0***	$0	***0***	***0***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-April Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Interest Payments	***0***	***0***	***0***	***0***	$0	***0***	***0***
Total - Water & Sewer O & M Fu	***$8,020,516***	***$381,810***	***$8,402,326***	***$23,000***	***$8,425,326***	***$0***	***$8,425,326***
Water & Sewer Bond & Int. (Fund #10):							
Principal Payments	$2,070,000		$2,070,000		$2,070,000		$2,070,000
Interest Payments	$1,240,325		$1,240,325	$20,700	$1,261,025		$1,261,025
Paying Agent Fees	$2,500		$2,500		$2,500		$2,500
Total - W & S Bond & Int. Fund	***$3,312,825***	***$0***	***$3,312,825***	***$20,700***	***$3,333,525***	***0***	***$3,333,525***
Water & Sewer Revenue (Fund #11):							
Principal Payments	$463,210		$463,210		$463,210		$463,210
Interest Payments	81,660		81,660		$81,660		81,660
other services & charges	22,400		22,400		$22,400		22,400
Transfers to other funds	14,199,230		14,199,230		$14,199,230		14,199,230
Total - W & S Revenue Fund	***$14,766,500***	***$0***	***$14,766,500***	***$0***	***$14,766,500***	***0***	***$14,766,500***
1999 Tax Increment (Walmart) Bond & Int (Fund #12):							
Principal Payments	$55,000		$55,000		$55,000		$55,000
Interest Payments	9,200		9,200		$9,200		$9,200
Paying Agent Fees	2,000		2,000		$2,000		$2,000
Total - 1999 TIF Bond & Int Fund	***$66,200***	***0***	***$66,200***	***0***	***$66,200***	***0***	***$66,200***
City Bond & Interest (Fund #13):							
Principal Payments	$3,290,730		$3,290,730		$3,290,730		$3,290,730
Interest Payments	636,613		636,613		$636,613		636,613
Other Services & Charges	116,759		116,759		$116,759		116,759
Paying Agent Fees	15,000		15,000		$15,000		15,000
Total - 1999 TIF Bond & Int Fund	***$4,059,102***	***$0***	***$4,059,102***	***$0***	***$4,059,102***	***$0***	***$4,059,102***
USA Yeast Bond & Interest (Fund #15):							
Principal Payments	$385,000	$0	$385,000		$385,000		$385,000
Interest Payments	23,100	0	23,100		$23,100		23,100
other services & charges	5,000		5,000		$5,000		5,000
Total - 1999 TIF Bond & Int Fund	***$413,100***	***0***	***$413,100***	***0***	***$413,100***	***0***	***$413,100***
Police Fines & Forfeitures (Fund #19):							
Personnel			$0		$0		$0
Supplies & Expenses	145,400	1,839	147,239	5,261	$152,500		152,500
Other Services & Charges	30,000	-2,804	27,196		$27,196		27,196
Capital Outlays	74,600		74,600	23,047	$97,647		97,647
Transfers			0		$0		0
Total - Fines & Forf. Fund	***$250,000***	***-$965***	***$249,035***	***$28,308***	***$277,343***	***$0***	***$277,343***
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):							
Principal Payments	$85,000		$85,000		$85,000		$85,000
Interest Payments	3,825		3,825		$3,825		3,825
other services & charges	1,250		1,250		$1,250		1,250
Total - 1999 TIF Bond & Int Fund	***$90,075***	***0***	***$90,075***	***0***	***$90,075***	***0***	***$90,075***
Series 2004 TIF Bond & Int (Home Depot, Fund #21):							
Principal Payments	$75,000		$75,000		$75,000		$75,000
Interest Payments	8,345		8,345		$8,345		8,345
other services & charges	1,000		1,000		$1,000		1,000
Total - 2004 TIF Bond & Int Fund	***$84,345***	***0***	***$84,345***	***0***	***$84,345***	***0***	***$84,345***
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):							
Principal Payments	$95,000		$95,000		$95,000		$95,000
Interest Payments	97,210		97,210		$97,210		97,210
other services & charges	2,000		2,000		$2,000		2,000
Transfers to other Funds			0		$0		0
Total - 2003 TIF Bond & Int Fund	***$194,210***	***$0***	***$194,210***	***$0***	***$194,210***	***0***	***$194,210***
Series 2007 TIFBond & Int (Turtle Creek Fund 23):							
Principal Payments	285,000		285,000		$285,000		285,000
Interest Payments	149,776		149,776		$149,776		149,776
Other Services & Charges	5,000		5,000		$5,000		5,000
Total - 2007 TIF Bond & Int Fund	***$439,776***		***$439,776***		***$439,776***	***$0***	***$439,776***
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):							
Principal Payments	$35,000		35,000		$35,000		35,000
Interest Payments	$18,700		18,700	$700	$19,400		19,400
Other Services & Charges	$1,000		1,000		$1,000		1,000
Total - 2008 TIF Bond & Int Fund	***$54,700***	***$0***	***$54,700***	***$700***	***$55,400***	***$0***	***$55,400***
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):							
Principal Payments	$60,000		60,000		$60,000		60,000
Interest Payments	$32,000		32,000		$32,000		32,000
Other Services & Charges	$1,000		1,000	$1,000	$2,000		2,000
Total - 2008 TIF Bond & Int Fund	***$93,000***	***$0***	***$93,000***	***$1,000***	***$94,000***	***$0***	***$94,000***
Airport Imp. (Fund #39):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	1,413,440	-271,311	1,142,129	306,864	$1,448,993		1,448,993
Total - Airport Imp. Fund	***$1,413,440***	***-$271,311***	***$1,142,129***	***$306,864***	***$1,448,993***	***$0***	***$1,448,993***
2009 Gen.Oblig.Refunding Bonds (Fund #50)							
Bonds Redeemed			0		0		0

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-April Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Interest on Bonds			0		0		0
Paying Agent Fees			0		0		0
Other Services & Charges			0		0		0
Total - 2007 G.O.Refunding	**0**	**0**	**0**		**0**	**0**	**0**
Municipal Road & Bridge (Fund #72):							
Personnel			$0		$0		$0
Supplies & Expenses	225,000		225,000		$225,000		225,000
Other Services & Charges	666,000	41,650	707,650		$707,650		707,650
Capital Outlays	9,071,294	173,291	9,244,585		$9,244,585		9,244,585
Principal	24,293		24,293		$24,293		24,293
Interest	5,690		5,690		$5,690		5,690
Total - Municipal Road & Bridg	***$9,992,277***	***$214,941***	***$10,207,218***	***$0***	***$10,207,218***	***$0***	***$10,207,218***
Mass Transit (Fund #73):							
Personnel	$590,784		$590,784		$590,784		$590,784
Supplies & Expenses	224,300		224,300		$224,300		224,300
Other Services & Charges	169,900		169,900		$169,900		169,900
Capital Outlays	422,579	598,049	1,020,628		$1,020,628		1,020,628
Total - Mass Transit Fund	***$1,407,563***	***$598,049***	***$2,005,612***	***$0***	***$2,005,612***	***$0***	***$2,005,612***
Water & Sewer Construction (Fund #75):							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	1,050,000		1,050,000		$1,050,000		1,050,000
Capital Outlays	8,690,553		8,690,553	5,276,909	$13,967,462		13,967,462
Total - W & S Construction Fun	***$9,740,553***	***$0***	***$9,740,553***	***$5,276,909***	***$15,017,462***	***$0***	***$15,017,462***
Community Centers (Fund #77):							
Personnel	$506,314		$506,314		$506,314		$506,314
Supplies & Expenses	67,900		67,900		$67,900		67,900
Other Services & Charges	263,150	-39,600	223,550	374,800	$598,350		598,350
Capital Outlays	183,500	-28,500	155,000		$155,000		155,000
Total - Community Centers Fun	***$1,020,864***	***-$68,100***	***$952,764***	***$374,800***	***$1,327,564***	***$0***	***$1,327,564***
Series 2009 G.O. Bonds - AMR Project (Fund #78)							
Supplies			0		$0		0
Other Services & Charges	$100,000	***-$61,850***	38,150		$38,150		38,150
Capital Outlay	100,000	***-$88,432***	11,568		$11,568		11,568
Total - Series 2009 G.O. Bonds	***$200,000***	***-$150,282***	***$49,718***	***$0***	***$49,718***	***0***	***$49,718***
Community Dev. Block Grant (Fund #82):							
Personnel	$229,589		$229,589		$229,589		$229,589
Supplies & Expenses	7,900		7,900		$7,900		7,900
Other Services & Charges	564,755	-23,136	541,619		$541,619		541,619
Capital Outlays	1,171,824		1,171,824	-20,364	$1,151,460		1,151,460
Transfers			0		$0		0
Total - CDBG Fund	***$1,974,068***	***-$23,136***	***$1,950,932***	***-$20,364***	***$1,930,568***	***$0***	***$1,930,568***
Series 2002 TIF (Southern Pointe) Construction (Fund # 88):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	0		0		$0		0
Transfers to other Funds			0		$0		0
Total - Series 2002 Const. Fun	***$0***	***$0***	***$0***	***$0***	***$0***	***0***	***$0***
Series 2004 TIF (Home Depot) Construction (Fund # 89):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	0		0		$0		0
Transfers	0		0		$0		0
Total - Series 2004 Const. Fun	***$0***	***$0***	***$0***	***$0***	***$0***	***0***	***$0***
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays			0		$0		0
Transfers	0		0		$0		0
Total - Series 2004 Const. Fun	***$0***	***$0***	***$0***	***$0***	***$0***	***0***	***$0***
TIF (Turtle Creek) Construction (Fund # 91):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	0		0		$0		0
Transfers	0		0	49	$49		49
Total - Series 2004 Const. Fun	***$0***	***$0***	***$0***	***$49***	***$49***	***0***	***$49***
Series 2001 G.O. Bond Construction (Fund # 95):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	187,300		187,300		$187,300		187,300
Transfers	0		0		$0		0
Total - Series 2001 Const. Fun	***$187,300***	***$0***	***$187,300***	***$0***	***$187,300***	***0***	***$187,300***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-April Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Mississippi Dev. Bank Construction (Fund # 96):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges			0		$0		0
Capital Outlays	42,207	85,715	127,922	-17,628	$110,294		110,294
Total - MDB Fund	***$42,207***	***$85,715***	***$127,922***	***-$17,628***	***$110,294***	***0***	***$110,294***
Kamper Park Imp. (Fund #98):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	100,000	-13,903	86,097		$86,097		86,097
Total - Kamper Park Imp. Fund	***$100,000***	***-$13,903***	***$86,097***	***$0***	***$86,097***	***0***	***$86,097***
Series 2010 Water & Sewer G.O. Constr. (Fund #99):							
Personnel							
Supplies & Expenses							
Other Services & Charges			0		$0		0
Capital Outlay	$868,299		868,299		$868,299		868,299
Total - Series 2010 Constr.	***$868,299***	***$0***	***$868,299***	***$0***	***$868,299***		***$868,299***
Series 2012 Water & Sewer Const. (Fund #94):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	9,106,410	-1,111,122	7,995,288	0	$7,995,288		7,995,288
Transfers Out	0		0		$0		0
Total - Series 2006 Const.	***$9,106,410***	***-$1,111,122***	***$7,995,288***	***$0***	***$7,995,288***	***0***	***$7,995,288***
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	$72,014,773	-$311,787	$71,702,986	$6,223,866	$77,926,852	$32,718	$77,959,570
General Fund	$46,649,557	$1,173,866	$47,823,423	$1,815,296	$49,638,719	$41,500	$49,680,219
TOTAL EXPENDITURES & TRANS	$118,664,330	$862,079	$119,526,409	$8,039,162	$127,565,571	$74,218	$127,639,789
Less: Interfund Transfers	-17,386,464	-20,000	-17,406,464	-100,049	-17,506,513	0	-17,506,513
TOTAL EXPENDITURES	$101,277,866	$842,079	$102,119,945	$7,939,113	$110,059,058	$74,218	$110,133,276
Recap of City-Wide Expenditure Budgets:							
Personnel	***$32,603,504***	***$0***	***$32,603,504***	***$32,245***	***$32,635,749***	***$28,518***	***$32,664,267***
Supplies & Expenses	***$5,270,874***	***$47,066***	***$5,317,940***	***$160,214***	***$5,478,154***	***$7,900***	***$5,486,054***
Other Services & Charges	***$17,294,434***	***$31,765***	***$17,326,199***	***$1,838,978***	***$19,165,177***	***$37,800***	***$19,202,977***
Capital Outlays	***$34,774,552***	***$589,648***	***$35,364,200***	***$5,886,276***	***$41,250,476***	***$0***	***$41,250,476***
Principal Payments	***8,813,343***	***162,000***	***8,975,343***	***0***	***8,975,343***	***0***	***8,975,343***
Interest Payments	***2,521,159***	***11,600***	***2,532,759***	***21,400***	***2,554,159***	***0***	***2,554,159***
Total Expenditure Budgets	***$101,277,866***	***$842,079***	***$102,119,945***	***$7,939,113***	***$110,059,058***	***$74,218***	***$110,133,276***

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

GENERAL FUND:

REVENUES & BEG. CASH:	
Taxes - Other	$28,000
Licenses & Permits	4,440,000
Inter-governmental Revenues:	
Federal Grants	1,821,823
State Grants	446,600
State-Shared Revenues	20,581,754
County Shared Revenues	66,000
Charges for Services:	
Public safety	190,000
Streets	20,100
Sanitaiton	2,220,000
Misc.	0
Fines & Forfeits	1,602,000
Miscellaneous	205,350
Transfers-In	794,475
Non-Revenue Receipts	1,588,512
Total From All Sources	
Other Than taxation	34,004,614
Beginning Cash and	
Investment Balance	4,831,301
Amount to be Raised by Tax Levy	12,285,000
TOTAL FROM ALL SOURCES	**$51,120,915**
EXPENDITURES & ENDING CASH:	
General Government:	
Personnel	3,836,918
Supplies & Expenses	207,859
Other services & Charges	3,070,565
Capital Outlays	759,854
Total - General Government	7,875,196
Police Dept.:	
Personnel	9,150,415
Supplies & Expenses	747,021
Other services & Charges	502,825
Capital Outlays	616,311
Total - Police Dept.	11,016,572
Police & Fire Training:	
Personnel	33,433
Supplies & Expenses	179,378
Other services & Charges	133,287
Capital Outlays	74,694
Total - Police & Fire Training	420,792
Fire Dept.:	
Personnel	6,606,588
Supplies & Expenses	349,855
Other services & Charges	314,695
Capital Outlays	23,000
Total - Fire Dept.	7,294,138
Land Development Administration:	
Personnel	542,694
Supplies & Expenses	32,069
Other services & Charges	57,722
Capital Outlays	42,000
Total - Land Dev. Admin.	674,485

Public Safety Contractual Services:	
Personnel	187,270
Other services & Charges	1,903,379
Total - Pub. Safety Cont. Serv.	2,090,649
Public Services:	
Personnel	5,733,959
Supplies & Expenses	1,581,110
Other services & Charges	4,205,987
Capital Outlays	1,349,249
Total - Public Services	12,870,305
Animal Control	
Personnel	126,599
Supplies & Expenses	23,950
Other services & Charges	123,073
Capital Outlays	0
Total - Animal Control	273,622
Human/Social	
Other services & Charges	159,500
Total - Human/Social	159,500
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	160,000
Capital Outlays	0
Total - Eco. Dev.	160,000
Debt Service:	
Prinicpal Payments	1,903,550
Interest Payments	202,775
Total - Debt service	2,106,325
Airport	
Personnel	99,545
Supplies & Expenses	56,198
Other services & Charges	72,975
Capital Outlays	0
Total - Airport	228,718
Cemetery	
Personnel	614,452
Supplies & Expenses	90,613
Other services & Charges	53,350
Capital Outlays	79,500
Total - Cemetery	837,915
Parking Garages	
Personnel	191,979
Supplies & Expenses	7,250
Other services & Charges	85,539
Capital Outlays	80,000
Total - Parking Garages	364,768
Operating Transfers Out	3,307,234
Total Expenditures & Transfers	**49,680,219**
Ending Cash Balance	**$1,440,696**
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$51,120,915**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	$0
State Grants	0
County Shared Revenues	42,603
Misc. grants	0
Charges for Services:	
Culture & Recreation	40,400
Miscellaneous	100,400
Transfers-In	2,102,234
Non-Revenue Receipts	189,528
Total From All Sources Other Than taxation	2,475,165
Beginning Cash and Investment Balance	203,436
Amount to be Raised by Tax Levy	800,000
TOTAL FROM ALL SOURCES	**$3,478,601**

EXPENDITURES & ENDING CASH:

Culture & Recreation:	
Personnel	1,581,420
Supplies & Expenses	462,136
Other services & Charges	668,143
Capital Outlays	734,418
Total Expenditures	$3,446,117
Cash balance at End of Year	32,484
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$3,478,601**

RESOLUTION

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

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

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

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$1,412,283	$168,827	$1,581,110	Budget for purchase orders carried from prior year; budget for tornado repairs; signal upgrades

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$3,229,737	$976,250	$4,205,987	Budget for purchase orders carried from prior year; budget for recycling costs; budget for tornado repairs; signal upgrades

Section 3 . That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 21st day of May, 2013.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 21st day of May, 2013.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-April Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Revenues & Beg. Cash Balance:							
Taxes -Other	$28,000		$28,000		$28,000		$28,000
Licenses & Permits	4,440,000		4,440,000		$4,440,000		$4,440,000
Intergovernmental Revenues:							$0
Federal	718,771	42,419	761,190	1,060,633	$1,821,823		$1,821,823
State	278,420	-3,295	275,125	171,475	$446,600		$446,600
State-Shared	20,456,000	125,754	20,581,754		$20,581,754		$20,581,754
County/City Shared	66,000		66,000		$66,000		$66,000
Charges for Services:					$0		$0
Public Safety	190,000		190,000		$190,000		$190,000
Streets	20,100		20,100		$20,100		$20,100
Sanitation	2,220,000		2,220,000		$2,220,000		$2,220,000
Misc.	0		0		$0		$0
Fines & Forf.	1,602,000		1,602,000		$1,602,000		$1,602,000
Misc. Revenues	200,350	5,000	205,350		$205,350		$205,350
Transfers-In	794,475		794,475		$794,475		$794,475
Non-Revenue Receipts	1,021,400	567,112	1,588,512		$1,588,512		$1,588,512
TOTAL REVENUES EXCLUSIVE OF			0		0		$0
PROPERTY TAXES	$32,035,516	$736,990	$32,772,506	$1,232,108	$34,004,614	$0	$34,004,614
Beg. Fund Balance	4,600,000	231,301	4,831,301		$4,831,301		4,831,301
Property Tax Levy	12,285,000	0	12,285,000		$12,285,000		12,285,000
TOTAL AVAIL. REVENUES	**$48,920,516**	**$968,291**	**$49,888,807**	**$1,232,108**	**$51,120,915**	**$0**	**$51,120,915**
THE GENERAL FUND EXPENDITURE BUDGETS:							
City Council							
Personnel	$201,850		$201,850		$201,850		201,850
Supplies & Expenses	3,400		3,400		$3,400		3,400
Other Services & Charges	122,465		122,465		$122,465		122,465
Capital Outlays	74,000	4,350	78,350	100	$78,450		78,450
Total - City Council	$401,715	$4,350	$406,065	$100	$406,165	$0	$406,165
City Court							
Personnel	$957,552		$957,552		$957,552		957,552
Supplies & Expenses	13,515		13,515	4,417	$17,932		17,932
Other Services & Charges	141,418	2,801	144,219	14,000	$158,219		158,219
Capital Outlays	0		0		$0		0
Total - City Court	$1,112,485	$2,801	$1,115,286	$18,417	$1,133,703	$0	$1,133,703
Mayor/Admin.							
Personnel	$533,566		$533,566		$533,566		533,566
Supplies & Expenses	12,900		12,900		$12,900		12,900
Other Services & Charges	103,702		103,702		$103,702		103,702
Capital Outlays	0		0		$0		0
Total - Mayor/Admin.	$650,168	$0	$650,168	$0	$650,168	$0	$650,168
Elections			-				
Personnel	$0		$0		$0		$0
Supplies & Expenses	2,000		2,000		$2,000	$500	2,500
Other Services & Charges	56,000		56,000	7,000	$63,000	$5,000	68,000
Capital Outlays	0		0		$0		0
Total - Elections	$58,000	$0	$58,000	$7,000	$65,000	$5,500	$70,500
Muni. Clerk							
Personnel	$155,351		$155,351		$155,351		$155,351
Supplies & Expenses	3,800		3,800		$3,800		3,800
Other Services & Charges	34,695		34,695		$34,695		34,695
Capital Outlays			0		$0		0
Total - Muni Clerk	$193,846	$0	$193,846	$0	$193,846	$0	$193,846
Accounting							
Personnel	$271,881		$271,881		$271,881		$271,881
Supplies & Expenses	6,855		6,855		$6,855		6,855
Other Services & Charges	2,075		2,075		$2,075		2,075
Capital Outlays			0		$0		0
Total - Accounting	$280,811	$0	$280,811	$0	$280,811	$0	$280,811
Purchasing							
Personnel	$134,382		$134,382		$134,382		$134,382
Supplies & Expenses	6,628		6,628		$6,628		6,628
Other Services & Charges	900		900		$900		900
Capital Outlays			0		$0		0
Total - Purchasing	$141,910	$0	$141,910	$0	$141,910	$0	$141,910
City Attorney							
Personnel	$93,242		$93,242		$93,242		$93,242
Supplies & Expenses			0		$0		0
Other Services & Charges	18,500		18,500		$18,500		18,500
Capital Outlays			0		$0		0
Total - City Attorney	$111,742	$0	$111,742	$0	$111,742	$0	$111,742
Human Resources							
Personnel	$196,129		$196,129		$196,129		$196,129
Supplies & Expenses	8,920		8,920	2,000	$10,920		10,920
Other Services & Charges	4,640	3,200	7,840	3,000	$10,840		10,840
Capital Outlays			0		$0		0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-April Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Total - Human Resources	$209,689	$3,200	$212,889	$5,000	$217,889	$0	$217,889
Loss Control							
Personnel	$104,729		$104,729		$104,729		$104,729
Supplies & Expenses	5,505	217	5,722		$5,722		5,722
Other Services & Charges	4,845		4,845		$4,845		4,845
Capital Outlays			0		$0		0
Total - Loss Control	$115,079	$217	$115,296	$0	$115,296	$0	$115,296
Urban Development							
Personnel	$459,116		$459,116		$459,116		$459,116
Supplies & Expenses	26,960	1,514	28,474		$28,474		28,474
Other Services & Charges	180,841	2,362	183,203	3,780	$186,983		186,983
Capital Outlays	0		0		$0		0
Total - Urban Dev.	$666,917	$3,876	$670,793	$3,780	$674,573	$0	$674,573
Information Systems							
Personnel	$384,354		$384,354		$384,354		$384,354
Supplies & Expenses	46,950		46,950		$46,950		46,950
Other Services & Charges	272,150		272,150		$272,150		272,150
Capital Outlays	245,000	435,904	680,904		$680,904		680,904
Total - Inf. Systems	$948,454	$435,904	$1,384,358	$0	$1,384,358	$0	$1,384,358
Gen. Gov't Building							
Personnel			$0		$0		$0
Supplies & Expenses	27,035		27,035		$27,035		27,035
Other Services & Charges	124,833	1,400	126,233		$126,233		126,233
Capital Outlays			0		$0		0
Total - Gen. Gov't Building	$151,868	$1,400	$153,268	$0	$153,268	$0	$153,268
Intermodal Facility (Depot) O & M:							
Personnel			$0		$0		$0
Supplies & Expenses	13,500		13,500		$13,500		13,500
Other Services & Charges	124,340		124,340		$124,340		124,340
Capital Outlays			0		$0		0
Total - Depot O & M	$137,840	$0	$137,840	$0	$137,840	$0	$137,840
Metro Planning							
Personnel	$209,411		$209,411		$209,411		$209,411
Supplies & Expenses	6,300		6,300	9,493	$15,793		15,793
Other Services & Charges	6,600		6,600	93,450	$100,050		100,050
Capital Outlays	500		500		$500		500
Total - Metro Planning	$222,811	$0	$222,811	$102,943	$325,754	$0	$325,754
Gen. Gov't Insurance/Other serv.							
Personnel	$3,171		$3,171		$3,171		$3,171
Supplies & Expenses	1,200		1,200		$1,200		1,200
Other Services & Charges	1,734,168		1,734,168		$1,734,168		1,734,168
Capital Outlays			0		$0		0
Total - Gen. Gov't Insur/other Serv.	$1,738,539	$0	$1,738,539	$0	$1,738,539	$0	$1,738,539
Federal Programs Administration							
Personnel	$132,184		132,184		$132,184		132,184
Supplies	9,170		9,170	-$4,920	$4,250		4,250
Other Services & Charges	6,400		6,400	-$4,000	$2,400		2,400
Capital Outlay	0		0		$0		0
Total - Federal Programs Admin.	$147,754	$0	$147,754	-$8,920	$138,834	$0	$138,834
Recap - General Government Cost Centers							
Personnel	***$3,836,918***	***$0***	***$3,836,918***	***$0***	***$3,836,918***	***$0***	***$3,836,918***
Supplies & Expenses	***$194,638***	***$1,731***	***$196,369***	***$10,990***	***$207,359***	***$500***	***$207,859***
Other Services & Charges	***$2,938,572***	***$9,763***	***$2,948,335***	***$117,230***	***$3,065,565***	***$5,000***	***$3,070,565***
Capital Outlays	***$319,500***	***$440,254***	***$759,754***	***$100***	***$759,854***	***$0***	***$759,854***
Total - Gen. Government	***$7,289,628***	***$451,748***	***$7,741,376***	***$128,320***	***$7,869,696***	***$5,500***	***$7,875,196***
Police							
Personnel	$9,150,415		$9,150,415		$9,150,415		$9,150,415
Supplies & Expenses	746,641		746,641	380	$747,021		747,021
Other Services & Charges	484,291	5,000	489,291	13,534	$502,825		502,825
Capital Outlays	564,440	52,051	616,491	-180	$616,311		616,311
Total - Police	$10,945,787	$57,051	$11,002,638	$13,734	$11,016,572	$0	$11,016,572
Police & Fire Training							
Personnel	$33,433		$33,433		$33,433		$33,433
Supplies & Expenses	146,368	33,290	179,658	-280	$179,378		179,378
Other Services & Charges	122,764	10,523	133,287		$133,287		133,287
Capital Outlays	0	74,694	74,694		$74,694		74,694
Total - Police & Fire Training	$302,565	$118,507	$421,072	-$280	$420,792	$0	$420,792
Fire							
Personnel	$6,606,588		$6,606,588		$6,606,588		$6,606,588
Supplies & Expenses	368,855	-19,000	349,855		$349,855		349,855
Other Services & Charges	317,095	-2,400	314,695		$314,695		314,695
Capital Outlays	0	23,000	23,000		$23,000		23,000
Total - Fire Dept.	$7,292,538	$1,600	$7,294,138	$0	$7,294,138	$0	$7,294,138

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-April Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Code Enforcement							
Personnel	$542,694		$542,694		$542,694		$542,694
Supplies & Expenses	31,397	672	32,069		$32,069		32,069
Other Services & Charges	55,572	2,150	57,722		$57,722		57,722
Capital Outlays	42,000		42,000		$42,000		42,000
Total - Code Enforcement	$671,663	$2,822	$674,485	$0	$674,485	$0	$674,485
Contractual Services - Public Safety							
Personnel	$162,940		$162,940	$24,330	$187,270		$187,270
Supplies & Expenses	0		0		$0		0
Other Services & Charges	1,512,445		1,512,445	390,934	$1,903,379		1,903,379
Capital Outlays			0		$0		0
Total - Cont. Serv. - Public Safety	$1,675,385	$0	$1,675,385	$415,264	$2,090,649	$0	$2,090,649
Public Services Cost Centers:							
Traffic Maint.							
Personnel	$360,960		$360,960		$360,960		$360,960
Supplies & Expenses	137,544		137,544	81,750	$219,294	$3,200	222,494
Other Services & Charges	44,492		44,492	111,800	$156,292	$32,800	189,092
Capital Outlays	37,550	85,173	122,723		$122,723		122,723
Total - Traffic Maint.	$580,546	$85,173	$665,719	$193,550	$859,269	$36,000	$895,269
Streets							
Personnel	$1,689,175		$1,689,175		$1,689,175		$1,689,175
Supplies & Expenses	466,250	11,536	477,786		$477,786		477,786
Other Services & Charges	233,956	2,816	236,772		$236,772		236,772
Capital Outlays	0	10,438	10,438		$10,438		10,438
Total - Streets	$2,389,381	$24,790	$2,414,171	$0	$2,414,171	$0	$2,414,171
Street Lights							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	1,100,000		1,100,000		$1,100,000		1,100,000
Capital Outlays			0		$0		0
Total - Street Lights	$1,100,000	$0	$1,100,000	$0	$1,100,000	$0	$1,100,000
Engineering							
Personnel	$339,580		$339,580		$339,580		$339,580
Supplies & Expenses	19,200		19,200		$19,200		19,200
Other Services & Charges	262,753	8,947	271,700	138,600	$410,300		410,300
Capital Outlays	0		0		$0		0
Total - Engineering	$621,533	$8,947	$630,480	$138,600	$769,080	$0	$769,080
Shop							
Personnel	$462,974		$462,974	$1,000	$463,974		$463,974
Supplies & Expenses	47,675		47,675		$47,675		47,675
Other Services & Charges	47,351		47,351		$47,351		47,351
Capital Outlays	8,000		8,000		$8,000		8,000
Total - Shop	$566,000	$0	$566,000	$1,000	$567,000	$0	$567,000
GOFS							
Personnel	$314,650		$314,650		$314,650		$314,650
Supplies & Expenses	16,600	285	16,885		$16,885		16,885
Other Services & Charges	24,535		24,535		$24,535		24,535
Capital Outlays	5,945		5,945		$5,945		5,945
Total - GOFS	$361,730	$285	$362,015	$0	$362,015	$0	$362,015
Drainage							
Personnel	$170,878		$170,878		$170,878		$170,878
Supplies & Expenses	74,330	3,396	77,726		$77,726		77,726
Other Services & Charges	436,000		436,000		$436,000		436,000
Capital Outlays	934,850		934,850		$934,850		934,850
Total - Drainage	$1,616,058	$3,396	$1,619,454	$0	$1,619,454	$0	$1,619,454
Construction							
Personnel	$646,819		$646,819		$646,819		$646,819
Supplies & Expenses	140,634		140,634	60,850	$201,484		201,484
Other Services & Charges	106,035	10,207	116,242	5,330	$121,572		121,572
Capital Outlays	44,500		44,500	18,000	$62,500		62,500
Total - Construction	$937,988	$10,207	$948,195	$84,180	$1,032,375	$0	$1,032,375
Sanitation							
Personnel	$1,278,299		$1,278,299		$1,278,299		$1,278,299
Supplies & Expenses	341,350	6,704	348,054		$348,054		348,054
Other Services & Charges	954,865		954,865	665,750	$1,620,615		1,620,615
Capital Outlays	0		0		$0		0
Total - Sanitation	$2,574,514	$6,704	$2,581,218	$665,750	$3,246,968	$0	$3,246,968
Street Cleaning							
Personnel	$63,720		$63,720		$63,720		$63,720
Supplies & Expenses	24,800		24,800		$24,800		24,800
Other Services & Charges	11,100		11,100		$11,100		11,100
Capital Outlays	0	204,793	204,793		$204,793		204,793
Total - Street Cleaning	$99,620	$204,793	$304,413	$0	$304,413	$0	$304,413

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-April Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Health							
Personnel	$405,904		$405,904		$405,904		$405,904
Supplies & Expenses	143,900	1,106	145,006		$145,006		145,006
Other Services & Charges	8,650		8,650		$8,650		8,650
Capital Outlays	0		0		$0		0
Total - Health	$558,454	$1,106	$559,560	$0	$559,560	$0	$559,560
Recap - Public Services:							
Personnel	***$5,732,959***	***$0***	***$5,732,959***	***$1,000***	***$5,733,959***	***$0***	***$5,733,959***
Supplies & Expenses	***$1,412,283***	***23,027***	***1,435,310***	***142,800***	***$1,577,910***	***3,200***	***1,581,110***
Other Services & Charges	***$3,229,737***	***21,970***	***3,251,707***	***921,480***	***$4,173,187***	***32,800***	***4,205,987***
Capital Outlays	***$1,030,845***	***300,404***	***1,331,249***	***18,000***	***$1,349,249***	***0***	***1,349,249***
Total - Public Services	***$11,405,824***	***$345,401***	***$11,751,225***	***$1,083,080***	***$12,834,305***	***$36,000***	***$12,870,305***
Animal Control							
Personnel	$126,599		$126,599		$126,599		$126,599
Supplies & Expenses	23,950		23,950		$23,950		23,950
Other Services & Charges	123,073		123,073		$123,073		123,073
Capital Outlays	0		0		$0		0
Total - Animal Control	$273,622	$0	$273,622	$0	$273,622	$0	$273,622
Human/Social Assist.							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	159,500		159,500		$159,500		159,500
Capital Outlays			0		$0		0
Total - Human/Social Assist.	$159,500	$0	$159,500	$0	$159,500		$159,500
Economic Dev.							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	160,000		160,000		$160,000		160,000
Capital Outlays			0		$0		0
Total - Economic Dev.	$160,000	$0	$160,000	$0	$160,000		$160,000
Debt Service							
Principal	$1,741,550	$162,000	$1,903,550		$1,903,550		$1,903,550
Interest	191,175	$11,600	$202,775		$202,775		$202,775
Total Debt Service	$1,932,725	$173,600	$2,106,325	$0	$2,106,325	$0	$2,106,325
Airport							
Personnel	$96,630		$96,630	$2,915	$99,545		$99,545
Supplies & Expenses	56,198		56,198		$56,198		56,198
Other Services & Charges	72,975		72,975		$72,975		72,975
Capital Outlays	0		0		$0		0
Total - Airport	$225,803	$0	$225,803	$2,915	$228,718	$0	$228,718
Cemetery							
Personnel	$613,452		$613,452	$1,000	$614,452		$614,452
Supplies & Expenses	89,350		89,350	1,263	$90,613		90,613
Other Services & Charges	53,350		53,350		$53,350		53,350
Capital Outlays	79,500		79,500		$79,500		79,500
Total - Cemetery	$835,652	$0	$835,652	$2,263	$837,915	$0	$837,915
Parking Garages							
Personnel	$191,979		$191,979		$191,979		$191,979
Supplies & Expenses	7,250		7,250		$7,250		7,250
Other Services & Charges	82,402	3,137	85,539		$85,539		85,539
Capital Outlays	10,000		10,000	70,000	$80,000		80,000
Total - Parking Garages	$291,631	$3,137	$294,768	$70,000	$364,768	$0	$364,768
Transfers to Other Funds	$3,187,234	20,000	$3,207,234	100,000	$3,307,234		$3,307,234
EXPENDITURES & TRANSFERS	**$46,649,557**	**$1,173,866**	**$47,823,423**	**$1,815,296**	**$49,638,719**	**$41,500**	**$49,680,219**
Recap - General Fund							
Personnel	*$27,094,607*	*$0*	*$27,094,607*	*$29,245*	*$27,123,852*	*$0*	*$27,123,852*
Supplies & Expenses	*3,076,930*	*39,720*	*3,116,650*	*154,953*	*3,271,603*	*3,700*	*3,275,303*
Other Services & Charges	*9,311,776*	*50,143*	*9,361,919*	*1,443,178*	*10,805,097*	*37,800*	*10,842,897*
Capital Outlays	*2,046,285*	*890,403*	*2,936,688*	*87,920*	*3,024,608*	*0*	*3,024,608*
Principal Payments	*1,741,550*	*162,000*	*1,903,550*	*0*	*1,903,550*	*0*	*1,903,550*
Interest Payments	*191,175*	*11,600*	*202,775*	*0*	*202,775*	*0*	*202,775*
Total - Gen. Fund Cost Centers	*$43,462,323*	*$1,153,866*	*$44,616,189*	*$1,715,296*	*$46,331,485*	*$41,500*	*$46,372,985*
Transfers to Other Funds	*3,187,234*	*20,000*	*3,207,234*	*100,000*	*3,307,234*	*0*	*3,307,234*
Total - Expenditures & Transfers	*$46,649,557*	*$1,173,866*	*$47,823,423*	*$1,815,296*	*$49,638,719*	*$41,500*	*$49,680,219*
Ending Cash Budget	**$2,270,959**	**-$205,575**	**$2,065,384**	**-$583,188**	**$1,482,196**	**-$41,500**	**$1,440,696**

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-April Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Parks & Recreation (Fund #2):							
Recreation Maint. Cost Center							
Personnel	$1,082,984		$1,082,984		$1,082,984		$1,082,984
Supplies & Expenses	357,446		357,446		$357,446		357,446
Other Services & Charges	189,170	2,089	191,259	20,000	$211,259		211,259
Capital Outlays	489,000	35,890	524,890	209,528	$734,418		734,418
Total - Recreation Maint.	$2,118,600	$37,979	$2,156,579	$229,528	$2,386,107	0	$2,386,107
Recreation Admin.							
Personnel	$469,918		$469,918		$469,918	28,518	$498,436
Supplies & Expenses	98,680	1,810	100,490		$100,490	4,200	104,690
Other Services & Charges	456,884		456,884		$456,884		456,884
Capital Outlays	0		0		$0		0
Total - Recreation Admin.	$1,025,482	$1,810	$1,027,292	$0	$1,027,292	32,718	$1,060,010
Kamper Park Zoo							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges			0		$0		0
Capital Outlays			0		$0		0
Total - Kamper Park	$0	$0	$0	$0	$0	0	$0
Recap - Parks & Recreation Fund:							
Personnel	***$1,552,902***	***$0***	***$1,552,902***	***$0***	$1,552,902	***$28,518***	***$1,581,420***
Supplies & Expenses	***456,126***	***1,810***	***457,936***	***0***	$457,936	***4,200***	***462,136***
Other Services & Charges	***646,054***	***2,089***	***648,143***	***20,000***	$668,143	***0***	***668,143***
Capital Outlays	***489,000***	***35,890***	***524,890***	***209,528***	$734,418	***0***	***734,418***
Total - Recreation Maint.	***$3,144,082***	***$39,789***	***$3,183,871***	***$229,528***	***$3,413,399***	***$32,718***	***$3,446,117***
Municipal Fire Protection (Fund #5):							
Personnel			$0		$0		$0
Supplies & Expenses	72,000		72,000		$72,000		72,000
Other Services & Charges	44,500		44,500		$44,500		44,500
Capital Outlays	423,761	6,728	430,489		$430,489		430,489
Principal Payments	148,560		148,560		$148,560		148,560
Interest Payments	23,540		23,540		$23,540		23,540
Total - Municipal Fire Prot. Fun	***$712,361***	***$6,728***	***$719,089***	***$0***	***$719,089***	***$0***	***$719,089***
Special Streets (Fund #8):							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges			0		$0		0
Capital Outlays	261,000		261,000		$261,000		261,000
Total - Special Streets	***$261,000***	***$0***	***$261,000***	***$0***	***$261,000***	***0***	***$261,000***
Water & Sewer Operation & Maint. (Fund #9):							
Customer Accounts Cost Center							
Personnel	$231,808	$159,912	$391,720		$391,720		$391,720
Supplies & Expenses	7,968	13,000	20,968		$20,968		20,968
Other Services & Charges	121,730	12,300	134,030		$134,030		134,030
Capital Outlays	0	8,000	8,000	20,000	$28,000		28,000
Total - Customer Accounts	$361,506	$193,212	$554,718	$20,000	$574,718	0	$574,718
Water Transmission Cost Center							
Personnel	$897,533	-$159,912	$737,621		$737,621		$737,621
Supplies & Expenses	182,600	-10,000	172,600		$172,600		172,600
Other Services & Charges	550,500		550,500		$550,500		550,500
Capital Outlays	40,000		40,000		$40,000		40,000
Total - Water Trans.	$1,670,633	-$169,912	$1,500,721	$0	$1,500,721	0	$1,500,721
Plant Cost Center							
Personnel	$554,776		$554,776	$3,000	$557,776		$557,776
Supplies & Expenses	168,450	697	169,147		$169,147		169,147
Other Services & Charges	941,510	44,854	986,364		$986,364		986,364
Capital Outlays	19,500		19,500		$19,500		19,500
Total - Plant	$1,684,236	$45,551	$1,729,787	$3,000	$1,732,787	0	$1,732,787
Sewer Cost Center							
Personnel	$686,706		$686,706		$686,706		$686,706
Supplies & Expenses	259,500		259,500		$259,500		259,500
Other Services & Charges	937,250	719	937,969		$937,969		937,969
Capital Outlays	3,000	304,840	307,840		$307,840		307,840
Total - Water Trans.	$1,886,456	$305,559	$2,192,015	$0	$2,192,015	0	$2,192,015
Lagoon Cost Center							
Personnel	$258,485		$258,485		$258,485		$258,485
Supplies & Expenses	376,800		376,800		$376,800		376,800
Other Services & Charges	1,722,400	7,400	1,729,800		$1,729,800		1,729,800
Capital Outlays	60,000		60,000		$60,000		60,000
Principal Payments			0		$0		0
Interest Payments			0		$0		0
Total - Lagoon Cost Center	$2,417,685	$7,400	$2,425,085	$0	$2,425,085	0	$2,425,085
Recap: Water & Sewer O & M Fund:							
Personnel	***$2,629,308***	***$0***	***$2,629,308***	***$3,000***	$2,632,308	***$0***	***$2,632,308***
Supplies & Expenses	***995,318***	***3,697***	***999,015***	***0***	$999,015	***0***	***999,015***
Other Services & Charges	***4,273,390***	***65,273***	***4,338,663***	***0***	$4,338,663	***0***	***4,338,663***
Capital Outlays	***122,500***	***312,840***	***435,340***	***20,000***	$455,340	***0***	***455,340***
Principal Payments	***0***	***0***	***0***	***0***	$0	***0***	***0***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-April Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Interest Payments	***0***	***0***	***0***	***0***	$0	***0***	***0***
Total - Water & Sewer O & M Fu	***$8,020,516***	***$381,810***	***$8,402,326***	***$23,000***	***$8,425,326***	***$0***	***$8,425,326***
Water & Sewer Bond & Int. (Fund #10):							
Principal Payments	$2,070,000		$2,070,000		$2,070,000		$2,070,000
Interest Payments	$1,240,325		$1,240,325	$20,700	$1,261,025		$1,261,025
Paying Agent Fees	$2,500		$2,500		$2,500		$2,500
Total - W & S Bond & Int. Fund	***$3,312,825***	***$0***	***$3,312,825***	***$20,700***	***$3,333,525***	***0***	***$3,333,525***
Water & Sewer Revenue (Fund #11):							
Principal Payments	$463,210		$463,210		$463,210		$463,210
Interest Payments	81,660		81,660		$81,660		81,660
other services & charges	22,400		22,400		$22,400		22,400
Transfers to other funds	14,199,230		14,199,230		$14,199,230		14,199,230
Total - W & S Revenue Fund	***$14,766,500***	***$0***	***$14,766,500***	***$0***	***$14,766,500***	***0***	***$14,766,500***
1999 Tax Increment (Walmart) Bond & Int (Fund #12):							
Principal Payments	$55,000		$55,000		$55,000		$55,000
Interest Payments	9,200		9,200		$9,200		$9,200
Paying Agent Fees	2,000		2,000		$2,000		$2,000
Total - 1999 TIF Bond & Int Fund	***$66,200***	***0***	***$66,200***	***0***	***$66,200***	***0***	***$66,200***
City Bond & Interest (Fund #13):							
Principal Payments	$3,290,730		$3,290,730		$3,290,730		$3,290,730
Interest Payments	636,613		636,613		$636,613		636,613
Other Services & Charges	116,759		116,759		$116,759		116,759
Paying Agent Fees	15,000		15,000		$15,000		15,000
Total - 1999 TIF Bond & Int Fund	***$4,059,102***	***$0***	***$4,059,102***	***$0***	***$4,059,102***	***$0***	***$4,059,102***
USA Yeast Bond & Interest (Fund #15):							
Principal Payments	$385,000	$0	$385,000		$385,000		$385,000
Interest Payments	23,100	0	23,100		$23,100		23,100
other services & charges	5,000		5,000		$5,000		5,000
Total - 1999 TIF Bond & Int Fund	***$413,100***	***0***	***$413,100***	***0***	***$413,100***	***0***	***$413,100***
Police Fines & Forfeitures (Fund #19):							
Personnel			$0		$0		$0
Supplies & Expenses	145,400	1,839	147,239	5,261	$152,500		152,500
Other Services & Charges	30,000	-2,804	27,196		$27,196		27,196
Capital Outlays	74,600		74,600	23,047	$97,647		97,647
Transfers			0		$0		0
Total - Fines & Forf. Fund	***$250,000***	***-$965***	***$249,035***	***$28,308***	***$277,343***	***$0***	***$277,343***
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):							
Principal Payments	$85,000		$85,000		$85,000		$85,000
Interest Payments	3,825		3,825		$3,825		3,825
other services & charges	1,250		1,250		$1,250		1,250
Total - 1999 TIF Bond & Int Fund	***$90,075***	***0***	***$90,075***	***0***	***$90,075***	***0***	***$90,075***
Series 2004 TIF Bond & Int (Home Depot, Fund #21):							
Principal Payments	$75,000		$75,000		$75,000		$75,000
Interest Payments	8,345		8,345		$8,345		8,345
other services & charges	1,000		1,000		$1,000		1,000
Total - 2004 TIF Bond & Int Fund	***$84,345***	***0***	***$84,345***	***0***	***$84,345***	***0***	***$84,345***
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):							
Principal Payments	$95,000		$95,000		$95,000		$95,000
Interest Payments	97,210		97,210		$97,210		97,210
other services & charges	2,000		2,000		$2,000		2,000
Transfers to other Funds			0		$0		0
Total - 2003 TIF Bond & Int Fund	***$194,210***	***$0***	***$194,210***	***$0***	***$194,210***	***0***	***$194,210***
Series 2007 TIFBond & Int (Turtle Creek Fund 23):							
Principal Payments	285,000		285,000		$285,000		285,000
Interest Payments	149,776		149,776		$149,776		149,776
Other Services & Charges	5,000		5,000		$5,000		5,000
Total - 2007 TIF Bond & Int Fund	***$439,776***		***$439,776***		***$439,776***	***$0***	***$439,776***
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):							
Principal Payments	$35,000		35,000		$35,000		35,000
Interest Payments	$18,700		18,700	$700	$19,400		19,400
Other Services & Charges	$1,000		1,000		$1,000		1,000
Total - 2008 TIF Bond & Int Fund	***$54,700***	***$0***	***$54,700***	***$700***	***$55,400***	***$0***	***$55,400***
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):							
Principal Payments	$60,000		60,000		$60,000		60,000
Interest Payments	$32,000		32,000		$32,000		32,000
Other Services & Charges	$1,000		1,000	$1,000	$2,000		2,000
Total - 2008 TIF Bond & Int Fund	***$93,000***	***$0***	***$93,000***	***$1,000***	***$94,000***	***$0***	***$94,000***
Airport Imp. (Fund #39):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	1,413,440	-271,311	1,142,129	306,864	$1,448,993		1,448,993
Total - Airport Imp. Fund	***$1,413,440***	***-$271,311***	***$1,142,129***	***$306,864***	***$1,448,993***	***$0***	***$1,448,993***
2009 Gen.Oblig.Refunding Bonds (Fund #50)							
Bonds Redeemed			0		0		0

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
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	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-April Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Interest on Bonds			0		0		0
Paying Agent Fees			0		0		0
Other Services & Charges			0		0		0
Total - 2007 G.O.Refunding	**0**	**0**	**0**		**0**	**0**	**0**
Municipal Road & Bridge (Fund #72):							
Personnel			$0		$0		$0
Supplies & Expenses	225,000		225,000		$225,000		225,000
Other Services & Charges	666,000	41,650	707,650		$707,650		707,650
Capital Outlays	9,071,294	173,291	9,244,585		$9,244,585		9,244,585
Principal	24,293		24,293		$24,293		24,293
Interest	5,690		5,690		$5,690		5,690
Total - Municipal Road & Bridg	***$9,992,277***	***$214,941***	***$10,207,218***	***$0***	***$10,207,218***	***$0***	***$10,207,218***
Mass Transit (Fund #73):							
Personnel	$590,784		$590,784		$590,784		$590,784
Supplies & Expenses	224,300		224,300		$224,300		224,300
Other Services & Charges	169,900		169,900		$169,900		169,900
Capital Outlays	422,579	598,049	1,020,628		$1,020,628		1,020,628
Total - Mass Transit Fund	***$1,407,563***	***$598,049***	***$2,005,612***	***$0***	***$2,005,612***	***$0***	***$2,005,612***
Water & Sewer Construction (Fund #75):							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	1,050,000		1,050,000		$1,050,000		1,050,000
Capital Outlays	8,690,553		8,690,553	5,276,909	$13,967,462		13,967,462
Total - W & S Construction Fun	***$9,740,553***	***$0***	***$9,740,553***	***$5,276,909***	***$15,017,462***	***$0***	***$15,017,462***
Community Centers (Fund #77):							
Personnel	$506,314		$506,314		$506,314		$506,314
Supplies & Expenses	67,900		67,900		$67,900		67,900
Other Services & Charges	263,150	-39,600	223,550	374,800	$598,350		598,350
Capital Outlays	183,500	-28,500	155,000		$155,000		155,000
Total - Community Centers Fun	***$1,020,864***	***-$68,100***	***$952,764***	***$374,800***	***$1,327,564***	***$0***	***$1,327,564***
Series 2009 G.O. Bonds - AMR Project (Fund #78)							
Supplies			0		$0		0
Other Services & Charges	$100,000	***-$61,850***	38,150		$38,150		38,150
Capital Outlay	100,000	***-$88,432***	11,568		$11,568		11,568
Total - Series 2009 G.O. Bonds	***$200,000***	***-$150,282***	***$49,718***	***$0***	***$49,718***	***0***	***$49,718***
Community Dev. Block Grant (Fund #82):							
Personnel	$229,589		$229,589		$229,589		$229,589
Supplies & Expenses	7,900		7,900		$7,900		7,900
Other Services & Charges	564,755	-23,136	541,619		$541,619		541,619
Capital Outlays	1,171,824		1,171,824	-20,364	$1,151,460		1,151,460
Transfers			0		$0		0
Total - CDBG Fund	***$1,974,068***	***-$23,136***	***$1,950,932***	***-$20,364***	***$1,930,568***	***$0***	***$1,930,568***
Series 2002 TIF (Southern Pointe) Construction (Fund # 88):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	0		0		$0		0
Transfers to other Funds			0		$0		0
Total - Series 2002 Const. Fun	***$0***	***$0***	***$0***	***$0***	***$0***	***0***	***$0***
Series 2004 TIF (Home Depot) Construction (Fund # 89):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	0		0		$0		0
Transfers	0		0		$0		0
Total - Series 2004 Const. Fun	***$0***	***$0***	***$0***	***$0***	***$0***	***0***	***$0***
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays			0		$0		0
Transfers	0		0		$0		0
Total - Series 2004 Const. Fun	***$0***	***$0***	***$0***	***$0***	***$0***	***0***	***$0***
TIF (Turtle Creek) Construction (Fund # 91):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	0		0		$0		0
Transfers	0		0	49	$49		49
Total - Series 2004 Const. Fun	***$0***	***$0***	***$0***	***$49***	***$49***	***0***	***$49***
Series 2001 G.O. Bond Construction (Fund # 95):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	187,300		187,300		$187,300		187,300
Transfers	0		0		$0		0
Total - Series 2001 Const. Fun	***$187,300***	***$0***	***$187,300***	***$0***	***$187,300***	***0***	***$187,300***

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	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-April Amend'ts	Amended Budgets	Proposed May Amend'ts	Amended Budgets
Mississippi Dev. Bank Construction (Fund # 96):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges			0		$0		0
Capital Outlays	42,207	85,715	127,922	-17,628	$110,294		110,294
Total - MDB Fund	***$42,207***	***$85,715***	***$127,922***	***-$17,628***	***$110,294***	***0***	***$110,294***
Kamper Park Imp. (Fund #98):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	100,000	-13,903	86,097		$86,097		86,097
Total - Kamper Park Imp. Fund	***$100,000***	***-$13,903***	***$86,097***	***$0***	***$86,097***	***0***	***$86,097***
Series 2010 Water & Sewer G.O. Constr. (Fund #99):							
Personnel							
Supplies & Expenses							
Other Services & Charges			0		$0		0
Capital Outlay	$868,299		868,299		$868,299		868,299
Total - Series 2010 Constr.	***$868,299***	***$0***	***$868,299***	***$0***	***$868,299***		***$868,299***
Series 2012 Water & Sewer Const. (Fund #94):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	9,106,410	-1,111,122	7,995,288	0	$7,995,288		7,995,288
Transfers Out	0		0		$0		0
Total - Series 2006 Const.	***$9,106,410***	***-$1,111,122***	***$7,995,288***	***$0***	***$7,995,288***	***0***	***$7,995,288***
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	**$72,014,773**	**-$311,787**	**$71,702,986**	**$6,223,866**	**$77,926,852**	**$32,718**	**$77,959,570**
General Fund	**$46,649,557**	**$1,173,866**	**$47,823,423**	**$1,815,296**	**$49,638,719**	**$41,500**	**$49,680,219**
TOTAL EXPENDITURES & TRANS	**$118,664,330**	**$862,079**	**$119,526,409**	**$8,039,162**	**$127,565,571**	**$74,218**	**$127,639,789**
Less: Interfund Transfers	**-17,386,464**	**-20,000**	**-17,406,464**	**-100,049**	**-17,506,513**	**0**	**-17,506,513**
TOTAL EXPENDITURES	**$101,277,866**	**$842,079**	**$102,119,945**	**$7,939,113**	**$110,059,058**	**$74,218**	**$110,133,276**
Recap of City-Wide Expenditure Budgets:							
Personnel	***$32,603,504***	***$0***	***$32,603,504***	***$32,245***	***$32,635,749***	***$28,518***	***$32,664,267***
Supplies & Expenses	***$5,270,874***	***$47,066***	***$5,317,940***	***$160,214***	***$5,478,154***	***$7,900***	***$5,486,054***
Other Services & Charges	***$17,294,434***	***$31,765***	***$17,326,199***	***$1,838,978***	***$19,165,177***	***$37,800***	***$19,202,977***
Capital Outlays	***$34,774,552***	***$589,648***	***$35,364,200***	***$5,886,276***	***$41,250,476***	***$0***	***$41,250,476***
Principal Payments	***8,613,343***	***162,000***	***8,975,343***	***0***	***8,975,343***	***0***	***8,975,343***
Interest Payments	***2,521,159***	***11,600***	***2,532,759***	***21,400***	***2,554,159***	***0***	***2,554,159***
Total Expenditure Budgets	***$101,277,866***	***$842,079***	***$102,119,945***	***$7,939,113***	***$110,059,058***	***$74,218***	***$110,133,276***

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

GENERAL FUND:

REVENUES & BEG. CASH:	
Taxes - Other	$28,000
Licenses & Permits	4,440,000
Inter-governmental Revenues:	
Federal Grants	1,821,823
State Grants	446,600
State-Shared Revenues	20,581,754
County Shared Revenues	66,000
Charges for Services:	
Public safety	190,000
Streets	20,100
Sanitaiton	2,220,000
Misc.	0
Fines & Forfeits	1,602,000
Miscellaneous	205,350
Transfers-In	794,475
Non-Revenue Receipts	1,588,512
Total From All Sources Other Than taxation	34,004,614
Beginning Cash and Investment Balance	4,831,301
Amount to be Raised by Tax Levy	12,285,000
TOTAL FROM ALL SOURCES	**$51,120,915**

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	3,836,918
Supplies & Expenses	207,859
Other services & Charges	3,070,565
Capital Outlays	759,854
Total - General Government	7,875,196
Police Dept.:	
Personnel	9,150,415
Supplies & Expenses	747,021
Other services & Charges	502,825
Capital Outlays	616,311
Total - Police Dept.	11,016,572
Police & Fire Training:	
Personnel	33,433
Supplies & Expenses	179,378
Other services & Charges	133,287
Capital Outlays	74,694
Total - Police & Fire Training	420,792
Fire Dept.:	
Personnel	6,606,588
Supplies & Expenses	349,855
Other services & Charges	314,695
Capital Outlays	23,000
Total - Fire Dept.	7,294,138
Land Development Administration:	
Personnel	542,694
Supplies & Expenses	32,069
Other services & Charges	57,722
Capital Outlays	42,000
Total - Land Dev. Admin.	674,485

Public Safety Contractual Services:	
Personnel	187,270
Other services & Charges	1,903,379
Total - Pub. Safety Cont. Serv.	2,090,649
Public Services:	
Personnel	5,733,959
Supplies & Expenses	1,581,110
Other services & Charges	4,205,987
Capital Outlays	1,349,249
Total - Public Services	12,870,305
Animal Control	
Personnel	126,599
Supplies & Expenses	23,950
Other services & Charges	123,073
Capital Outlays	0
Total - Animal Control	273,622
Human/Social	
Other services & Charges	159,500
Total - Human/Social	159,500
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	160,000
Capital Outlays	0
Total - Eco. Dev.	160,000
Debt Service:	
Prinicpal Payments	1,903,550
Interest Payments	202,775
Total - Debt service	2,106,325
Airport	
Personnel	99,545
Supplies & Expenses	56,198
Other services & Charges	72,975
Capital Outlays	0
Total - Airport	228,718
Cemetery	
Personnel	614,452
Supplies & Expenses	90,613
Other services & Charges	53,350
Capital Outlays	79,500
Total - Cemetery	837,915
Parking Garages	
Personnel	191,979
Supplies & Expenses	7,250
Other services & Charges	85,539
Capital Outlays	80,000
Total - Parking Garages	364,768
Operating Transfers Out	3,307,234
Total Expenditures & Transfers	**49,680,219**
Ending Cash Balance	**$1,440,696**
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$51,120,915**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	$0
State Grants	0
County Shared Revenues	42,603
Misc. grants	0
Charges for Services:	
Culture & Recreation	40,400
Miscellaneous	100,400
Transfers-In	2,102,234
Non-Revenue Receipts	189,528
Total From All Sources Other Than taxation	2,475,165
Beginning Cash and Investment Balance	203,436
Amount to be Raised by Tax Levy	800,000
TOTAL FROM ALL SOURCES	**$3,478,601**

EXPENDITURES & ENDING CASH:

Culture & Recreation:	
Personnel	1,581,420
Supplies & Expenses	462,136
Other services & Charges	668,143
Capital Outlays	734,418
Total Expenditures	$3,446,117
Cash balance at End of Year	32,484
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$3,478,601**

City of Hattiesburg, MS

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

Master

File Number: 2013-0288

File ID: 2013-0288 **Type:** Resolution **Status:** Passed

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

File Created: 05/14/2013

Brief Title: Project Resolution Requisition No. 22 - 2012 Bonds **Final Action:** 05/21/2013

Minute Book Number: MB2013-147-148

Title:

Adopt a Resolution authorizing Requisition No. 22 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors: **Enactment Date:**

Attachments: Bond Requisition No.22, executed Bond Requisition No.22 RES2013-41 **Enactment Number:**

Contact: **Meeting Date:** 05/21/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution authorizing Requisition No. 22 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

Yeas: 4 - Bradley, Delgado, Carroll and Ware

Nays: 0

Absent: 1 - Naylor

Yea:	4	President Bradley Council Member Delgado Council Member Carroll Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-0288

Title

Adopt a Resolution authorizing Requisition No. 22 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Adopt a Resolution authorizing Requisition No. 22 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 22 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 22 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on March 29, 2012 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $12,500,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 22 from the Project Fund Construction Account under the Loan in the total aggregate amount of $388,826.07 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. 22 from the Project Fund Construction Account under the Loan in the total aggregate amount of Three hundred eighty-eight thousand eight hundred twenty-six & 07/100 dollars ($388,826.07) 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. 22 in the total aggregate amount of Three hundred eighty-eight thousand eight hundred twenty-six & 07/100 dollars ($388,826.07) 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 21st day of May, 2013.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 21st day of May, 2013.

_____ _____

CITY CLERK MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: **$12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Bonds") secured by $12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Note").**

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

REQUISITION NO.: **22**

DATE OF REQUISITION: **5/21/2013**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	4-D Construction, Inc P O Box 127 Louisville, MS 39339-0127	094695.7245.28	$ 61,222.15	Pay App No. 11	Construction of Hwy 98 Fire Lines for period 3/27/13-4/26/13. MB 2012-1/125
2.	Hensley R. Lee Contracting Inc. 311 Acorn St Picayune, MS 39466	094695.7220.50	$ 127,569.33	Pay App No. 3	Construction on COMSWIP Sewer Phase II for period 3/26/13 - 4/26/13. MB 2012-1/422
3.	Greenbriar DSLP 1941 Hwy 550 NW Brookhaven, MS 39601	094695.7245.18	$ 14,746.60	Pay Est No. 6-Final	Construction of water system rehabilitation at Country Club area for period 12/1/12 - 12/20/12. MB 2012-1/106
4.	Greenbriar DSLP 1941 Hwy 550 NW Brookhaven, MS 39601	094695.7245.03	$ 12,635.00	Pay App No. 6	Construction of Hwy 98 West Booster Station for period 4/1/13-4/28/13 MB 2012-1/156
5.	Suncoast Infrastructure, Inc. P O Box 397 Florence, MS 39073	094695.7220.51	$ 172,652.99	Pay App No. 1	Construction of COMSWIP Sewer Phase IV for period 3/26/13 - 4/25/13. MB 2012-1/413
			$ 388,826.07		

OR 104803

sdw

Engineering Progress

April 30, 2013

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

Attn: Bert Kuyrkendall, P.E.

Re: Highway 98 West Fire Lines
City of Hattiesburg
4-D Construction

Bert:

Enclosed please find Pay Estimate No. 11 in the amount of $61,222.15 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

Cc: Tony McLendon
4-D Construction via Fax 662.773.2095

094695.7245.28
MB 2012-1/125

ENTERED

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

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

Date: 4/30/13

Project: Hwy 98 West Fire Lines 1273-W001
City of Hattiesburg

Pay Estimate No.: Eleven (11)

Contractor:
4-D Construction, Inc.
PO Box 127, Louisville, MS 39401

Pay Period: Mar 27, 2013 - April 26, 2013

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
						CONTRACT TOTAL:	$ 3,849,627.77
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,030	90.00	3266	L.F.	$26.05	$ 85,079.30
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	15,367		13264	L.F.	$29.45	$ 390,624.80
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	32,054		28,754	L.F.	$41.25	$ 1,186,102.50
4	16" Class 350 Ductile Iron Water Pipe (Open Cut)	2,985		2,887	L.F.	$71.15	$ 205,410.05
5	6" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	300		370	L.F.	$52.05	$ 19,258.50
6	8" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	800		1080	L.F.	$65.50	$ 70,740.00
7	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	2,520		2,880	L.F.	$75.50	$ 217,440.00
8	16" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	90		120	L.F.	$105.00	$ 12,600.00
9	8" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	60		530	L.F.	$65.00	$ 34,450.00
10	10" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	1,550		1860	L.F.	$72.50	$ 134,850.00
11	16" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	2,130		2410	L.F.	$119.95	$ 289,079.50
12	22" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	690		690	L.F.	$148.50	$ 102,465.00
13	18" Steel Casing, 0.25" WT (Open Cut)	80		80	L.F.	$65.25	$ 5,220.00
14	12" Steel Casing, 0.25" WT (Bored)	120		100	L.F.	$36.65	$ 3,665.00
15	14" Steel Casing, 0.25" WT (Bored)	1,125		986	L.F.	$42.25	$ 41,658.50
16	18" Steel Casing, 0.25" WT (Bored)	2,525		2,540	L.F.	$70.00	$ 177,800.00
17	24" Steel Casing, 0.25" WT (Bored)	120			L.F.	$76.67	$ -
18	Connection: Proposed 16" to Existing 16" (Straight Connection w/ fittings)	2		2	Each	$2,450.00	$ 4,900.00
19	Connection: Proposed 16" to Existing 16" (Hot Tap w/ Valve Assembly)	1		1	Each	$13,455.00	$ 13,455.00
20	Connection: Proposed 16" to Proposed 16" (Tee & other fittings)	1		1	Each	$5,500.00	$ 5,500.00
21	Connection: Proposed 16" to Proposed 12" (Straight Connection w/ fittings)	1		1	Each	$5,250.00	$ 5,250.00
22	Connection: Proposed 16" to Proposed 8" (Tee & other fittings)	1		1	Each	$4,550.00	$ 4,550.00
23	Connection: Proposed 12" to Proposed 12" (Tee & other fittings)	13		11	Each	$3,205.00	$ 35,255.00
24	Connection: Proposed 12" to Proposed 12" & 8" (Cross & other fittings)	1		1	Each	$3,150.00	$ 3,150.00
25	Connection: Proposed 12" to Proposed 8" (Tee & other fittings)	8		7	Each	$2,850.00	$ 19,950.00
26	Connection: Proposed 8" to Existing 16" (Hot Tap w/ Valve Assembly)	3		2	Each	$4,885.00	$ 9,770.00
27	Connection: Proposed 8" to Proposed 8" (Tee & other fittings)	3		2	Each	$1,650.00	$ 3,300.00
28	Connection: Proposed 8" to Proposed 6" (Tee & other fittings)	4		4	Each	$1,445.00	$ 5,780.00
29	16" Gate Valve	3		3	Each	$6,500.00	$ 19,500.00
30	12" Gate Valve	53		55	Each	$2,250.00	$ 123,750.00
31	8" Gate Valve	27		22	Each	$1,195.00	$ 26,290.00
32	6" Gate Valve	5		5	Each	$725.00	$ 3,625.00
33	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	96	1.00	95	Each	$3,450.00	$ 327,750.00
34	6" Fire Suppression System Connection (Incl. Tee, Valve, Pipe, Disconnection of Existing System, Connection to Existing Fire System, etc.)	10			Each	$3,000.00	$ -
35	Temporary Erosion Control	1	0.05	0.90	L.S.	$25,000.00	$ 22,500.00
36	Grassing	1	0.25	0.90	L.S.	$26,500.00	$ 23,850.00
37	Maintenance of Traffic	1		0.95	L.S.	$75,000.00	$ 71,250.00
38	Mobilization	1		1.00	L.S.	$9,474.72	$ 9,474.72

Total Earned - Regular Work	$ 3,715,292.87
Less 2.5% Retainage	$ 92,882.32
Stored Materials	$ 41,514.20
Total Due - Regular Work	$ 3,663,924.75
Less Previous Payments	$ 3,602,702.60
Net Amount Due This Estimate	$ 61,222.15
Less Deductions	$ -
Net Payment Due	$ 61,222.15

Time Elapsed to Date: 102%
Percent Complete: 97%

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Kyle D. Wallace, P.E.
Project Engineer

APPROVED:
City of Hattiesburg

OWNER

Highway 98 West Fire Lines

Hattiesburg, MS

Pay Estimate No. 11

STORED MATERIALS

Item No.	Item Description	Quantity	Unit Price	Amount
1	12" PC-350 DI SJ Pipe	1,820	$ 22.81	$ 41,514.20
2	16" PC-350 DI SJ Pipe	0	$ 39.44	$ -
3	8" Class 350 Ductile Iron SJ Pipe	0	$ 13.89	$ -
4	6" Class 350 Ductile Iron SJ Pipe	0	$ 10.40	$ -
5	3 way Fire Hydrant w/ Appurtences	0	$ 1,150.00	$ -
6	6" MJ Gate Valve	0	$ 350.00	$ -
7	16" MJ Gate Valve	0	$ 3,850.00	$ -
8	12" MJ Gate Valve	0	$ 1,063.00	$ -
9	8" x FLG Gate Valve	0	$ 4,000.00	$ -
10	16" x FLG Gate Valve	0	$ 625.00	$ -
11	14" Steel Casing	0	$ 18.00	$ -
12	18" Steel Casing	0	$ 28.00	$ -
13	16" HDPE Pipe	0	$ 35.80	$ -
14	10" HDPE Pipe	0	$ 16.60	$ -
15	8" HDPE Pipe	0	$ 11.50	$ -
				$ -
				$ -
				$ -
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				$ -
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				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Total	$ 41,514.20

V 94932 OR 144804

sdw

Engineering Progress

May 1, 2013

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-898

Attn: Bert Kuyrkendall

Re: **Sewer Phase 2 - ComSWIP**
Hensley R Lee

Dear Bert,

Enclosed please find Pay Estimate No. 3 in the amount of $127,569.33 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

ENTERED

094695. 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: 5/1/2013

Project: Comprehensive Sewer Improvements Phase II
City of Hattiesburg

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

Pay Estimate No.: Three (3)

Pay Period: Mar. 26 - April 26, 2013

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			LF	$ 26.00	$ -
2	8" SDR 26 PVC Sewer Pipe (8'-10')	12			LF	$ 28.00	$ -
3	10" SDR 26 PVC Sewer Pipe (6'-8')	80			LF	$ 28.00	$ -
4	10" SDR 26 PVC Sewer Pipe (8'-10')	308			LF	$ 31.00	$ -
5	10" SDR 26 PVC Sewer Pipe (10'-12')	298			LF	$ 35.00	$ -
6	10" SDR 26 PVC Sewer Pipe (12'-14')	259			LF	$ 41.00	$ -
7	12" SDR 26 PVC Sewer Pipe (0'-6')	474			LF	$ 28.00	$ -
8	12" SDR 26 PVC Sewer Pipe (6'-8')	90			LF	$ 32.00	$ -
9	10" DR 11 HDPE Sewer Pipe (Directional Bore)(All Depths)	521			LF	$ 150.00	$ -
10	48" Precast Concrete Sewer Manhole (0'-6')	1			EA	$ 1,700.00	$ -
11	48" Precast Concrete Sewer Manhole (6'-8')	4			EA	$ 1,900.00	$ -
12	48" Precast Concrete Sewer Manhole (8'-10')	2			EA	$ 2,200.00	$ -
13	48" Precast Concrete Sewer Manhole (10'-12')	1			EA	$ 2,700.00	$ -
14	48" Precast Concrete Sewer Manhole (12'-14')	2			EA	$ 3,000.00	$ -
15	60" Precast Concrete Sewer Manhole (0'-6')	1			EA	$ 3,200.00	$ -
16	Drop Manhole Assembly (All Depths)	6			EA	$ 800.00	$ -
17	Demolition and Removal of Existing Manhole	10			EA	$ 500.00	$ -
18	Demolition and Removal of Existing Grinder Station	1			LS	$ 1,000.00	$ -
19	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	805			LF	$ 12.00	$ -
20	8"x8"x6" PVC Tee	5			EA	$ 175.00	$ -
21	10"x10"x6" PVC Tee	9			EA	$ 230.00	$ -
22	12"x12"x6" PVC Tee	3			EA	$ 275.00	$ -
23	6" PVC Cleanout	12			EA	$ 310.00	$ -
24	Crushed Aggregate (Size 825)	735			Ton	$ 35.00	$ -
25	Select Fill Material (Class 9, Group C), LVM	2,251			CY	$ 12.00	$ -
26	Concrete Pavement Repair (All Depths)	10			SY	$ 30.00	$ -
27	Asphalt Pavement Repair (All Depths)	1,670			SY	$ 22.00	$ -
28	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	328			LF	$ 8.00	$ -
29	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			LF	$ 32.00	$ -
30	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	96			LF	$ 34.00	$ -

31	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	160			LF	$ 42.00	$ -
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			LS	$ 2,500.00	$ -
35	Erosion Control	1			LS	$ 2,500.00	$ -
36	Mobilization	1			LS	$ 15,000.00	$ -
37	Maintenance of Traffic	1			LS	$ 10,000.00	$ -
						subtotal	$ -

	SITE 3 - COUNTY ROAD						$217,315.00
38	8" SDR 26 PVC Sewer Pipe (0'-6')	70			LF	$ 23.00	$ -
39	8" SDR 26 PVC Sewer Pipe (6'-8')	577			LF	$ 24.00	$ -
40	8" SDR 26 PVC Sewer Pipe (8'-10')	281			LF	$ 26.00	$ -
41	8" SDR 26 PVC Sewer Pipe (10'-12')	345			LF	$ 30.00	$ -
42	8" SDR 26 PVC Sewer Pipe (12'-14')	365			LF	$ 36.00	$ -
43	8" SDR 26 PVC Sewer Pipe (14'-16')	161			LF	$ 43.00	$ -
44	48" Precast Concrete Sewer Manhole (0'-6')	1			EA	$ 1,500.00	$ -
45	48" Precast Concrete Sewer Manhole (6'-8')	2			EA	$ 1,800.00	$ -
46	48" Precast Concrete Sewer Manhole (8'-10')	1			EA	$ 2,100.00	$ -
47	48" Precast Concrete Sewer Manhole (10'-12')	1			EA	$ 2,500.00	$ -
48	48" Precast Concrete Sewer Manhole (14'-16')	1			EA	$ 2,800.00	$ -
49	Drop Manhole Assembly (All Depths)	2			EA	$ 800.00	$ -
50	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	610			LF	$ 11.00	$ -
51	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	456			LF	$ 12.00	$ -
52	8"x8"x6" PVC Tee	22			EA	$ 175.00	$ -
53	6" PVC Cleanout	22			EA	$ 310.00	$ -
54	Crushed Aggregate (Size 825)	802			Ton	$ 35.00	$ -
55	Select Fill Material (Class 9, Group C), LVM	2,457			CY	$ 12.00	$ -
56	Concrete Pavement Repair (All Depths)	0			SY	$ 30.00	$ -
57	Asphalt Pavement Repair (All Depths)	1,820			SY	$ 22.00	$ -
58	Demolition and Removal of Concrete Headwall	1			EA	$ 750.00	$ -
59	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	92			LF	$ 8.00	$ -
60	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	68			LF	$ 32.00	$ -
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			EA	$ 200.00	$ -
63	Class "B" Concrete, Minor Structures	1			CY	$ 250.00	$ -
64	Grassing	1			LS	$ 2,500.00	$ -
65	Temporary Erosion Control	1			LS	$ 2,500.00	$ -
66	Mobilization	1			LS	$ 15,000.00	$ -
67	Maintenance of Traffic	1			LS	$ 5,000.00	$ -
						subtotal	$ -

	SITE 4 - WEATHERSBY ROAD						$154,249.00
68	6" PVC Sewer Pipe Force Main (All Depths)	10			LF	$ 8.00	$ -
69	8" SDR 26 PVC Sewer Pipe (0'-6')	40			LF	$ 23.00	$ -
70	8" SDR 26 PVC Sewer Pipe (6'-8')	40			LF	$ 24.00	$ -
71	8" SDR 26 PVC Sewer Pipe (8'-10')	90			LF	$ 26.00	$ -
72	8" SDR 26 PVC Sewer Pipe (10'-12')	130			LF	$ 30.00	$ -
73	8" SDR 26 PVC Sewer Pipe (12'-14')	280			LF	$ 36.00	$ -
74	8" SDR 26 PVC Sewer Pipe (14'-16')	220			LF	$ 43.00	$ -
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			LF	$ 38.00	$ -
78	15" SDR 26 PVC Sewer Pipe (10'-12')	21			LF	$ 42.00	$ -
79	15" SDR 26 PVC Sewer Pipe (12'-14')	120			LF	$ 48.00	$ -
80	15" SDR 26 PVC Sewer Pipe (14'-16')	110			LF	$ 55.00	$ -
81	8" Ductile Iron Sewer Pipe (0'-6')	161			LF	$ 55.00	$ -
82	24" Steel Casing (0.25" WT) (Bored)	60			LF	$ 190.00	$ -
83	Abandonement of Existing Sewer Line	250			LF	$ 4.00	$ -
84	48" Precast Concrete Sewer Manhole (0'-6')	1			EA	$ 1,500.00	$ -
85	48" Precast Concrete Sewer Manhole (6'-8')	1			EA	$ 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			EA	$ 2,800.00	$ -
89	60" Precast Concrete Sewer Manhole (12'-14')	1			EA	$ 6,000.00	$ -
90	60" Precast Concrete Sewer Manhole (14'-16')	1			EA	$ 7,200.00	$ -
91	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	92			LF	$ 12.00	$ -
92	8"x8"x6" PVC Tee	3			EA	$ 175.00	$ -
93	6" PVC Cleanout	4			EA	$ 310.00	$ -
94	Crushed Aggregate (Size 825)	185			Ton	$ 35.00	$ -
95	Select Fill Material (Class 9, Group C), LVM	565			CU	$ 12.00	$ -
96	Concrete Pavement Repair (All Depths)	268			SY	$ 30.00	$ -
97	Asphalt Pavement Repair (All Depths)	148			SY	$ 22.00	$ -
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			LS	$ 2,500.00	$ -
103	Mobilization	1			LS	$ 15,000.00	$ -
104	Maintenance of Traffic	1			LS	$ 15,000.00	$ -
						subtotal	$ -

	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	435.00	1115.50	LF	$ 23.00	$ 25,656.50
107	8" SDR 26 PVC Sewer Pipe (6'-8')	1,674	800.00	1616.00	LF	$ 24.00	$ 38,784.00
108	8" SDR 26 PVC Sewer Pipe (8'-10')	721	270.00	587.00	LF	$ 26.00	$ 15,262.00
109	8" SDR 26 PVC Sewer Pipe (10'-12')	1,566	527.00	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			LF	$ 4.00	$ -
113	48" Precast Concrete Sewer Manhole (0'-6')	9	6.00	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	1.00	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			EA	$ 800.00	$ -
119	Demolition and Removal of Existing Manhole	5	1.00	1.00	EA	$ 500.00	$ 500.00
120	Abandonement of Existing Manhole	13			EA	$ 750.00	$ -
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	940.00	1914.00	LF	$ 12.00	$ 22,968.00
123	8"x8"x6" PVC Tee	59	34.00	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	37.00	75.00	EA	$ 310.00	$ 23,250.00
126	Crushed Aggregate (Size 825)	2,021	1101.12	2859.32	Ton	$ 35.00	$ 100,076.20
127	Select Fill Material (Class 9, Group C), LVM	6,192	939.00	3397.42	CU	$ 12.00	$ 40,769.04
128	Concrete Pavement Repair (All Depths)	23			SY	$ 30.00	$ -
129	Asphalt Pavement Repair (All Depths)	6,170			SY	$ 22.00	$ -
130	Concrete Curb & Gutter (Match Existing Type)	35			LF	$ 25.00	$ -
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			LS	$ 2,500.00	$ -
140	Erosion Control	1			LS	$ 2,500.00	$ -
141	Mobilization	1	50%	100%	LS	$ 15,000.00	$ 15,000.00
142	Maintenance of Traffic	1	48%	68%	LS	$ 5,000.00	$ 3,400.00
						subtotal	$ 442,054.74

	SITE 7 - US HIGHWAY 49 SOUTH						$153,182.00
143	10" SDR 26 PVC Sewer Pipe (0'-6')	130			LF	$24.00	$ -
144	10" SDR 26 PVC Sewer Pipe (6'-8')	610			LF	$26.00	$ -
145	10" SDR 26 PVC Sewer Pipe (8'-10')	535			LF	$29.00	$ -
146	10" SDR 26 PVC Sewer Pipe (10'-12')	155			LF	$33.00	$ -
147	10" SDR 26 PVC Sewer Pipe (12'-14')	70			LF	$39.00	$ -
148	10" SDR 26 PVC Sewer Pipe (14'-16')	80			LF	$46.00	$ -
149	10" SDR 26 PVC Sewer Pipe (16'-18')	130			LF	$53.00	$ -
150	10" SDR 26 PVC Sewer Pipe (18'-20')	275			LF	$63.00	$ -
151	10" SDR 26 PVC Sewer Pipe (20'-22')	30			LF	$78.00	$ -
152	8" Ductile Iron Sewer Pipe (0'-6')	340			LF	$55.00	$ -
153	8" Ductile Iron Sewer Pipe (6'-8')	60			LF	$58.00	$ -
154	48" Precast Concrete Sewer Manhole (6'-8')	3			EA	$1,800.00	$ -
155	48" Precast Concrete Sewer Manhole (8'-10')	2			EA	$2,100.00	$ -
156	48" Precast Concrete Sewer Manhole (12'-14')	2			EA	$2,500.00	$ -
157	48" Precast Concrete Sewer Manhole (18'-20')	1			EA	$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			LS	$5,000.00	$ -
164	Mobilization	1			LS	$15,000.00	$ -
165	Maintenance of Traffic	1			LS	$7,000.00	$ -
						subtotal	$ -

Percent Complete: 30%

Time Elapsed to date: 44%

Total Earned - Regular Work	$	442,054.74
Less 10% Retainage	$	44,205.47
Stored Materials	$	44,902.33
Total Due - Regular Work	$	442,751.60
Less Previous Payments	$	315,182.27
Net Amount Due This Estimate	$	127,569.33
Less Deductions	$	-
Net Payment Due	$	127,569.33

CERTIFIED CORRECT:

Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

Comprehensive Sewer Improvements - Phase II
City of Hattiesburg
Stored Materials

Pay Estimate: No. 3

Item No.	Item Description	Quantity	Unit Price	Amount
1	8" SDR 26 PVC Sewer Pipe	3192	$ 3.88	$ 12,384.96
2	10" SDR 26 PVC Sewer Pipe	2972	$ 6.09	$ 18,099.48
3	6" SDR 26 PVC Sewer Pipe	2803	$ 2.15	$ 6,026.45
4	12" SDR 26 PVC Sewer Pipe	478	$ 8.67	$ 4,144.26
5	15" SDR 26 PVC Sewer Pipe	322	$ 13.19	$ 4,247.18
6				$ -
7				$ -
8				$ -
9				$ -
10				$ -
11				$ -
12				$ -
13				$ -
14				$ -
15				$ -
16				$ -
17				$ -
18				$ -
				$ 44,902.33

SANITARY SEWER SCHEDULE

PROJECT Hattiesburg sewer rehab phase II

START DATE January 29,2013

HRL Contracting

COMEPLETION DATE August 17,2013

SITE	STREET	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6	COUNTRY CLUB												
	PARKDALE												
6	COUNTRY CLUB												
	BARRY ST.												
	GRAHAM ST.												
	AMOS ST.												
	BAXTER ST.												
	COLEMAN ST.												
	DONALD ST.												
6	COUNTRY CLUB												
	EVERETT ST.												
3	COUNTY RD.												
	CEDAR												
4	WEATHERSBY												
2	CORRINE ST.												
HWY 49													

Final

OR 144810

CONTRACTOR: GREENBRIAR DSLP
1941 HWY 550 NW
BROOKHAVEN, MS 39601

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

ORIGINAL CONTRACT:	$254,700.00
CHANGE ORDERS:	0.00
REVISED CONTRACT:	$254,700.00
ORIGINAL COMPLETION:	January 5, 2013

PROJECT: WATER SYSTEM REHABILITATION IN THE COUNTRY CLUB AREA -- CONTRACT B

ESTIMATE #: SIX - FINAL

DATE: DECEMBER 1, 2012 to DECEMBER 20, 2012

	THIS PERIOD AMOUNT	TOTAL TO DATE AMOUNT	
BASE BID TOTALS:	3,250.00	~~243,182.00~~	242,682.00
STORED MATERIAL:	0.00	0.00	
TOTALS EARNED:	3,250.00	~~243,182.00~~	242,682.00
AMOUNT RETAINED __%:	-11,996.60	0.00	
PREVIOUS PAYMENT REQUESTS:	0.00	227,935.40	
AMOUNT DUE:	15,246.60	~~15,246.60~~	14,746.60

CONTRACTOR Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment number 1 through 5 Inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated December 20, 2012

GREENBRIAR DSLP
CONTRACTOR

By: _____
Jessie Neal, Managing Partner

ENGINEER Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated April 29, 2013

SHOWS, DEARMAN & WAITS, INC.
ENGINEER

By: _____

OWNER APPROVAL:

BY: _____
CITY OF HATTIESBURG, MS

DATE: 5/13/13

ENTERED

094695. 7245.18
MB 2012-1/ 106

ESTIMATE NUMBER: SIX - FINAL
NAME OF CONTRACTOR: GREENBRIAR DSLP, 1941 HWY 550 NW, BROOKHAVEN, MS 39601
NAME OF OWNER: CITY OF HATTIESBURG, P. O. BOX 1898, HATTIESBURG, MS 39403-1898
CONTRACT AMOUNT: ORIGINAL $ 254,700.00
COMPLETION DATE: ORIGINAL January 5, 2013
DATES OF ESTIMATE: DECEMBER 1, 2012 to DECEMBER 20, 2012
PROJECT DESCRIPTION: WATER SYSTEM REHABILITATION IN THE COUNTRY CLUB AREA -- CONTRACT B

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT
1.	Clearing & Grubbing	LS	1	5,000.00	5,000.00		-	1	5,000.00
2.	Remove and Replace Pipe Culvert, All Sizes	LF	188	20.00	3,760.00		-		-
3.	Remove and Salvage of Existing Fire Hydrants	EA	1	250.00	250.00		-	3	750.00
4.	Cut and Cap Existing Water Line to Stay in Service	EA	2	500.00	1,000.00		-	1	500.00
5.	Granular Material (Class 9, Group C) (Roadway Only)	CY	228	10.00	2,280.00		-	308	3,080.00
6.	Asphalt Pavement Repair (All Thicknesses) (Roadway Only)	SY	560	33.00	18,480.00		-	667	22,011.00
7.	6" PVC Water Line, C900, Class 200 (Open Cut)	LF	2,380	13.00	30,940.00		-	2,320	30,160.00
8.	8" PVC Water Line, C900, Class 200 (Open Cut)	LF	4,760	17.00	80,920.00		-	4,778	81,226.00
9.	12" Steel Casing (0.25 WT) (Bored) (All Depths)	LF	180	70.00	12,600.00		-	180	12,600.00
10.	16" Steel Casing (0.25 WT) (Bored) (All Depths)	LF	120	85.00	10,200.00		-	80	6,800.00
11.	16" Steel Casing (0.25 WT) (Open Cut) (All Depths)	LF	30	40.00	1,200.00		-	80	3,200.00
12.	6" Hot Tap w/Valve to Existing 12" Water Line	EA	2	2,000.00	4,000.00		-	2	4,000.00
13.	8" Hot Tap w/Valve to Existing 12" Water Line	EA	1	2,500.00	2,500.00		-	1	2,500.00
14.	Tie Proposed 6" Water Line to Exist 6" Water Line	EA	1	500.00	500.00		-	1 2	500.00 ~~4,000.00~~
15.	Tie Proposed 6" Water Line to Exist 6" Water Line (w/Tee)	EA	1	800.00	800.00		-	1	800.00
16.	Tie Proposed 6" Water Line to Exist 8" Water Line (w/Tee)	EA	1	900.00	900.00		-	1	900.00
17.	Tie Proposed 8" Water Line to Exist 8" Water Line (w/Tee)	EA	1	950.00	950.00		-		-
18.	6" Gate Valve	EA	3	750.00	2,250.00		-	3	2,250.00
19.	8" Gate Valve	EA	6	1,050.00	6,300.00		-	6	6,300.00
20.	Three Way Fire Hydrant w/Appurtenances (Incl. Tee, 90 Bend, Pipe, Valve, Hydrant, Etc.)	EA	8	3,000.00	24,000.00		-	8	24,000.00
21.	Blow Off w/Valve	EA	1	400.00	400.00		-	1	400.00
22.	Reconnect Existing Service (Incl. Saddle, Service Tubing, Corp. Stop, Fittings, Etc.) (Meter, Meter Box, and Yokes provided by owner)	EA	117	160.00	18,720.00		-	71	11,360.00
23.	Service Line Bore	LF	1,550	5.00	7,750.00		-	1,069	5,345.00
24.	Mobilization	LS	1	5,000.00	5,000.00		-	1	5,000.00
25.	Maintenance of Traffic	LS	1	2,500.00	2,500.00		-	1	2,500.00
26.	Grassing	LS	1	6,500.00	6,500.00	0.50	3,250.00	1	6,500.00
27.	Erosion Control (As Directed)	LS	1	5,000.00	5,000.00		-	1	5,000.00
	TOTALS				$ 254,700.00		$ 3,250.00		$ ~~243,182.00~~

242,682.00

OR 144736

sdw

Engineering Progress

May 6, 2013

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

Attn: Bert Kuyrkendall, P.E.

Re: Highway 98 West Booster Station
City of Hattiesburg

Dear Bert: Green Briar

Enclosed please find Pay Estimate No. 6 in the amount of $12,635.00 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

Cc: Tony McLendon

APPROVED FOR PAYMENT
DATE 5/13/13
SIGNATURE

094695.7245.03
MB 2012-1/156

ENTERED

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

CONTRACTOR: GREENBRIAR DSLP
1941 HWY 550 NW
BROOKHAVEN, MS 39601

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

PROJECT: BOOSTER STATION ALONG U.S. HIGHWAY 98

ORIGINAL CONTRACT:	$390,080.00
CHANGE ORDERS:	0.00
REVISED CONTRACT:	$390,080.00
ORIGINAL COMPLETION:	May 24, 2013

ESTIMATE #: SIX

DATE: APRIL 1, 2013 to APRIL 28, 2013

	THIS PERIOD AMOUNT	TOTAL TO DATE AMOUNT
BASE BID TOTALS:	13,300.00	370,655.00
STORED MATERIAL:	0.00	0.00
TOTALS EARNED:	13,300.00	370,655.00
AMOUNT RETAINED 5 %:	665.00	18,532.75
PREVIOUS PAYMENT REQUESTS:	0.00	339,487.25
AMOUNT DUE:	12,635.00	12,635.00

CONTRACTOR Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment number 1 through 5 Inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated May 1, 2013

GREENBRIAR DSLP
CONTRACTOR

By:
Jessie Neal, Managing Partner

ENGINEER Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated May 6, 2013

SHOWS, DEARMAN & WAITS, INC.
ENGINEER

By:

OWNER APPROVAL:

BY: _____
CITY OF HATTIESBURG, MS

DATE: _____

ESTIMATE NUMBER: SIX
NAME OF CONTRACTOR: GREENBRIAR DSLP, 1941 HWY 550 NW, BROOKHAVEN, MS 39601
NAME OF OWNER: CITY OF HATTIESBURG, P. O. BOX 1898, HATTIESBURG, MS 39403-1898
CONTRACT AMOUNT: ORIGINAL $ 390,080.00
COMPLETION DATE: ORIGINAL May 24, 2013
DATES OF ESTIMATE: APRIL 1, 2013 to APRIL 28, 2013
PROJECT DESCRIPTION: BOOSTER STATION ALONG U.S. HIGHWAY 98

ITEM	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL PRICE	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT
1.	Ductile Iron Water Line, Class 350	LF	60	115.00	6,900.00		-	40	4,600.00
2.	Fence with Gates	LF	161	50.00	8,050.00		-		-
3.	Site Work	LS	1	16,000.00	16,000.00	0.50	8,000.00	1	16,000.00
4.	Erosion Control	LS	1	6,500.00	6,500.00		-	0.85	5,525.00
5.	Block Building with Appurtenances	LS	1	105,630.00	105,630.00		-	1	105,630.00
6.	Suction Pumps	EA	2	22,000.00	44,000.00		-	2	44,000.00
7.	Controls	LS	1	106,000.00	106,000.00	0.05	5,300.00	0.95	100,700.00
8.	Piping	LS	1	30,000.00	30,000.00		-	1	30,000.00
9.	Generator	LS	1	56,000.00	56,000.00		-	0.95	53,200.00
10.	Chlorinator	LS	1	11,000.00	11,000.00		-	1	11,000.00
	TOTALS				$ 390,080.00		$ 13,300.00		$ 370,655.00

sdw

Engineering Progress

May 13, 2013

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-898

Attn: Bert Kuyrkendall

Re: **Sewer Phase 4 - ComSWIP**
Suncoast Infrastructure

Dear Bert,

Enclosed please find Pay Estimate No. 1 in the amount of $172,652.99 for the above referenced project.

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

Sincerely,

John T. Weeks, P.E.
Project Engineer

/rs

enclosure

Cc: Wade Phillips, SDW
Suncoast Infrastructure

APPROVED FOR PAYMENT
DATE 5/14/13
SIGNATURE

094695.7220.51
MB 2012-1/413

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

Name and Location of Project:
Comprehensive Sewer Improvements Phase IV
City of Hattiesburg, MS

Project # 13019

Name and Address of Contractor:
Suncoast infrastructure, Inc.
P.O. Box 397
Florence, MS 39073

Estimate No.1 for 3/26/13 to 4/25/13

Item No.	Description of Item	Units	Cost per Unit	Original Contract Quantity	Original Contract Amount	Quantity Adjustment By C.O.	Current Contract Quantity	Current Contract Amount	Previous Quantity	Quantity This Period	Amount This Period	Quantity to Date	Amount to Date	Cost of Uncompleted Work
1	6" CIPP	LF	$18.00	1,057	$19,026.00	0	1,057	$19,026.00	0	1,277	$22,986.00	1,277	$22,986.00	($3,960.00)
2	8" CIPP	LF	$22.00	5,330	$117,260.00	0	5,330	$117,260.00	0	5,127	$112,794.00	5,127	$112,794.00	$4,466.00
3	Remove and Replace Service Lateral	LF	$23.00	700	$16,100.00	0	700	$16,100.00	0	299	$6,877.00	299	$6,877.00	$9,223.00
4	CIPP Service Lateral	LF	$135.00	2,100	$283,500.00	0	2,100	$283,500.00	0	0	$0.00	0	$0.00	$283,500.00
5	Cleanout Assembly	EA	$100.00	112	$11,200.00	0	112	$11,200.00	0	84	$8,400.00	84	$8,400.00	$2,800.00
6	Point Repair	EA	$3,000.00	1	$3,000.00	0	1	$3,000.00	0	5	$15,000.00	5	$15,000.00	($12,000.00)
7	Manhole Replacement	EA	$2,500.00	1	$2,500.00	0	1	$2,500.00	0	0	$0.00	0	$0.00	$2,500.00
8	Manhole Rehabilitation	VF	$240.00	95	$22,800.00	0	95	$22,800.00	0	0	$0.00	0	$0.00	$22,800.00
9	Mobilization	LS	$25,439.00	1	$25,439.00	0	1	$25,439.00	0	1.0	$25,439.00	1.0	$25,439.00	$0.00
10	Road Repair	SY	$45.00	187	$8,415.00	0	187	$8,415.00	0	7.57	$340.65	7.57	$340.65	$8,074.35
	Total Bid				$509,240.00			$509,240.00			$191,836.65		$191,836.65	$317,403.35
CHANGE ORDER SUMMARY														
CHANGE ORDER NO. 1														
C1.1	Item 1	EA	$0.00	0	$0.00	0	0	$0.00	0	0	$0.00	0	$0.00	$0.00
	Change Order No. 1 Total				$0.00			$0.00			$0.00		$0.00	$0.00
	Total Change Orders				$0.00			$0.00			$0.00		$0.00	$0.00
	Grand Total, Base Bid plus Change Orders				$509,240.00			$509,240.00			$191,836.65		$191,836.65	$317,403.35

PERIODIC ESTIMATE FOR PARTIAL PAYMENT	Project No. 13019	Contract No.
Name of Project Comprehensive Sewer Improvements Phase IV	Periodic Estimate Number 1	
Location of Project City of Hattiesburg, MS	Estimate Period From : 3/26/13 To: 4/25/13	
Name & Address of Owner City of Hattiesburg c/o Shows, Dearman, & Waits, Inc. 301 Second Street Hattiesburg, MS 39403	Name and Address of Contractor Suncoast Infrastructure, Inc. P.O. Box 397 Florence, Ms 39073	

SCHEDULE OF CONTRACT CHANGE ORDERS

(List every change order issued to date of this request even if no work has been done under one or more such orders

Contract Change Order NO. (1)	Contract Change Order Date (2)	Description (3)	Additions To Contract Price As Shown on Change Order (4)	Deductions From Contract Price As ShownOn Change Order (5)
		Totals	$0.00	$0.00

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

(a)	ORIGINAL CONTRACT AMOUNT	$509,240.00
(b)	PLUS: ADDITIONS SCHEDULED IN COLUMN 4 ABOVE	$0.00
(c)	LESS: DEDUCTIONS SCHEDULED IN COLUMN 5 ABOVE	$0.00
(d)	ADJUSTED CONTRACT AMOUNT TO DATE	$509,240.00

ANALYSIS OF WORK PERFORMED TO DATE

(a)	COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE	$191,836.65
(b)	EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER	$0.00
(c)	TOTAL COST OF WORK PERFORMED TO DATE	$191,836.65
(d)	ADD: MATERIALS STORED AT CLOSE OF PERIOD	$0.00
(e)	SUBTOTAL OF (c) and (d)	$191,836.65
(f)	LESS: RETAINAGE (10%)	($19,183.67)
(g)	SUBTOTAL OF (e) and (f)	$172,652.99
(h)	LESS: AMOUNT OF PREVIOUS ESTIMATES	$0.00
(i)	AMOUNT DUE THIS ESTIMATE	$172,652.99

CERTIFICATE OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and /or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received.

Suncoast Infrastructure, Inc.
(Contractor)

By: Daniel Harris

Title: Project Manager

Date: 05/08/13

RECOMMENDATION OF ENGINEER

This Periodic Estimate for Partial Payment covers all pay item work performed by the contractor through the estimate period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.

By: John Dear

Title: Engineer

Date: 5/13/13

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

(1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
(3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of March 29, 2012 (the "Loan Agreement").
(4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
(5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Director of Administration/City Clerk
(Authorized City Representative)

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 22 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member Carroll offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 22 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on March 29, 2012 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $12,500,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 22 from the Project Fund Construction Account under the Loan in the total aggregate amount of $388,826.07 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. 22 from the Project Fund Construction Account under the Loan in the total aggregate amount of Three hundred eighty-eight thousand eight hundred twenty-six & 07/100 dollars ($388,826.07) 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. 22 in the total aggregate amount of Three hundred eighty-eight thousand eight hundred twenty-six & 07/100 dollars ($388,826.07) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley
Delgado
Carroll
Ware

NAYS: None ABSENT: Naylor

The President thereby declared the motion carried and the resolution adopted, this the 21st day of May, 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 21st day of May, 2013.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: **$12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Bonds") secured by $12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Note").**

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

REQUISITION NO.: **22**

DATE OF REQUISITION: **5/21/2013**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	4-D Construction, Inc P O Box 127 Louisville, MS 39339-0127	094695.7245.28	$ 61,222.15	Pay App No. 11	Construction of Hwy 98 Fire Lines for period 3/27/13-4/26/13. MB 2012-1/125
2.	Hensley R. Lee Contracting Inc. 311 Acorn St Picayune, MS 39466	094695.7220.50	$ 127,569.33	Pay App No. 3	Construction on COMSWIP Sewer Phase II for period 3/26/13 - 4/26/13. MB 2012-1/422
3.	Greenbriar DSLP 1941 Hwy 550 NW Brookhaven, MS 39601	094695.7245.18	$ 14,746.60	Pay Est No. 6-Final	Construction of water system rehabilitation at Country Club area for period 12/1/12 - 12/20/12. MB 2012-1/106
4.	Greenbriar DSLP 1941 Hwy 550 NW Brookhaven, MS 39601	094695.7245.03	$ 12,635.00	Pay App No. 6	Construction of Hwy 98 West Booster Station for period 4/1/13-4/28/13 MB 2012-1/156
5.	Suncoast Infrastructure, Inc. P O Box 397 Florence, MS 39073	094695.7220.51	$ 172,652.99	Pay App No. 1	Construction of COMSWIP Sewer Phase IV for period 3/26/13 - 4/25/13. MB 2012-1/413
			$ 388,826.07		

OR 104803

sdw

Engineering Progress

April 30, 2013

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

Attn: Bert Kuyrkendall, P.E.

Re: Highway 98 West Fire Lines
City of Hattiesburg
4-D Construction

Bert:

Enclosed please find Pay Estimate No. 11 in the amount of $61,222.15 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

Cc: Tony McLendon
4-D Construction via Fax 662.773.2095

094695.7245.28
MB 2012-1/125

ENTERED

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

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

Date: 4/30/13

Project: Hwy 98 West Fire Lines 1273-W001
City of Hattiesburg

Pay Estimate No.: Eleven (11)

Contractor:
4-D Construction, Inc.
PO Box 127, Louisville, MS 39401

Pay Period: Mar 27, 2013 - April 26, 2013

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
					CONTRACT TOTAL:		$ 3,849,627.77
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,030	90.00	3266	L.F.	$26.05	$ 85,079.30
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	15,367		13264	L.F.	$29.45	$ 390,624.80
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	32,054		28,754	L.F.	$41.25	$ 1,186,102.50
4	16" Class 350 Ductile Iron Water Pipe (Open Cut)	2,985		2,887	L.F.	$71.15	$ 205,410.05
5	6" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	300		370	L.F.	$52.05	$ 19,258.50
6	8" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	800		1080	L.F.	$65.50	$ 70,740.00
7	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	2,520		2,880	L.F.	$75.50	$ 217,440.00
8	16" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	90		120	L.F.	$105.00	$ 12,600.00
9	8" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	60		530	L.F.	$65.00	$ 34,450.00
10	10" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	1,550		1860	L.F.	$72.50	$ 134,850.00
11	16" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	2,130		2410	L.F.	$119.95	$ 289,079.50
12	22" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	690		690	L.F.	$148.50	$ 102,465.00
13	18" Steel Casing, 0.25" WT (Open Cut)	80		80	L.F.	$65.25	$ 5,220.00
14	12" Steel Casing, 0.25" WT (Bored)	120		100	L.F.	$36.65	$ 3,665.00
15	14" Steel Casing, 0.25" WT (Bored)	1,125		986	L.F.	$42.25	$ 41,658.50
16	18" Steel Casing, 0.25" WT (Bored)	2,525		2,540	L.F.	$70.00	$ 177,800.00
17	24" Steel Casing, 0.25" WT (Bored)	120			L.F.	$76.67	$ -
18	Connection: Proposed 16" to Existing 16" (Straight Connection w/ fittings)	2		2	Each	$2,450.00	$ 4,900.00
19	Connection: Proposed 16" to Existing 16" (Hot Tap w/ Valve Assembly)	1		1	Each	$13,455.00	$ 13,455.00
20	Connection: Proposed 16" to Proposed 16" (Tee & other fittings)	1		1	Each	$5,500.00	$ 5,500.00
21	Connection: Proposed 16" to Proposed 12" (Straight Connection w/ fittings)	1		1	Each	$5,250.00	$ 5,250.00
22	Connection: Proposed 16" to Proposed 8" (Tee & other fittings)	1		1	Each	$4,550.00	$ 4,550.00
23	Connection: Proposed 12" to Proposed 12" (Tee & other fittings)	13		11	Each	$3,205.00	$ 35,255.00
24	Connection: Proposed 12" to Proposed 12" & 8" (Cross & other fittings)	1		1	Each	$3,150.00	$ 3,150.00
25	Connection: Proposed 12" to Proposed 8" (Tee & other fittings)	8		7	Each	$2,850.00	$ 19,950.00
26	Connection: Proposed 8" to Existing 16" (Hot Tap w/ Valve Assembly)	3		2	Each	$4,885.00	$ 9,770.00
27	Connection: Proposed 8" to Proposed 8" (Tee & other fittings)	3		2	Each	$1,650.00	$ 3,300.00
28	Connection: Proposed 8" to Proposed 6" (Tee & other fittings)	4		4	Each	$1,445.00	$ 5,780.00
29	16" Gate Valve	3		3	Each	$6,500.00	$ 19,500.00
30	12" Gate Valve	53		55	Each	$2,250.00	$ 123,750.00
31	8" Gate Valve	27		22	Each	$1,195.00	$ 26,290.00
32	6" Gate Valve	5		5	Each	$725.00	$ 3,625.00
33	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	96	1.00	95	Each	$3,450.00	$ 327,750.00
34	6" Fire Suppression System Connection (Incl. Tee, Valve, Pipe, Disconnection of Existing System, Connection to Existing Fire System, etc.)	10			Each	$3,000.00	$ -
35	Temporary Erosion Control	1	0.05	0.90	L.S.	$25,000.00	$ 22,500.00
36	Grassing	1	0.25	0.90	L.S.	$26,500.00	$ 23,850.00
37	Maintenance of Traffic	1		0.95	L.S.	$75,000.00	$ 71,250.00
38	Mobilization	1		1.00	L.S.	$9,474.72	$ 9,474.72

	Total Earned - Regular Work	$ 3,715,292.87
	Less 2.5% Retainage	$ 92,882.32
	Stored Materials	$ 41,514.20
	Total Due - Regular Work	$ 3,663,924.75
	Less Previous Payments	$ 3,602,702.60
	Net Amount Due This Estimate	$ 61,222.15
	Less Deductions	$ -
	Net Payment Due	$ 61,222.15

Time Elapsed to Date:	102%
Percent Complete:	97%

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Kyle D. Wallace, P.E.
Project Engineer

APPROVED:
City of Hattiesburg

OWNER

Highway 98 West Fire Lines

Hattiesburg, MS

Pay Estimate No. 11

STORED MATERIALS

Item No.	Item Description	Quantity	Unit Price	Amount
1	12" PC-350 DI SJ Pipe	1,820	$ 22.81	$ 41,514.20
2	16" PC-350 DI SJ Pipe	0	$ 39.44	$ -
3	8" Class 350 Ductile Iron SJ Pipe	0	$ 13.89	$ -
4	6" Class 350 Ductile Iron SJ Pipe	0	$ 10.40	$ -
5	3 way Fire Hydrant w/ Appurtences	0	$ 1,150.00	$ -
6	6" MJ Gate Valve	0	$ 350.00	$ -
7	16" MJ Gate Valve	0	$ 3,850.00	$ -
8	12" MJ Gate Valve	0	$ 1,063.00	$ -
9	8" x FLG Gate Valve	0	$ 4,000.00	$ -
10	16" x FLG Gate Valve	0	$ 625.00	$ -
11	14" Steel Casing	0	$ 18.00	$ -
12	18" Steel Casing	0	$ 28.00	$ -
13	16" HDPE Pipe	0	$ 35.80	$ -
14	10" HDPE Pipe	0	$ 16.60	$ -
15	8" HDPE Pipe	0	$ 11.50	$ -
				$ -
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				$ -
				$ -
				$ -
			Total	$ 41,514.20

V 94932 OR 144804

sdw

Engineering Progress

May 1, 2013

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-898

Attn: Bert Kuyrkendall

Re: Sewer Phase 2 - ComSWIP
Hensley R Lee

Dear Bert,

Enclosed please find Pay Estimate No. 3 in the amount of $127,569.33 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

ENTERED

094695. 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: 5/1/2013

Project: Comprehensive Sewer Improvements Phase II
City of Hattiesburg
Contractor: Hensley R. Lee Contracting Inc.
311 Acorn St. Picayune, MS 39466
Pay Estimate No.: Three (3)

Pay Period: Mar. 26 - April 26, 2013

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			LF	$ 26.00	$ -
2	8" SDR 26 PVC Sewer Pipe (8'-10')	12			LF	$ 28.00	$ -
3	10" SDR 26 PVC Sewer Pipe (6'-8')	80			LF	$ 28.00	$ -
4	10" SDR 26 PVC Sewer Pipe (8'-10')	308			LF	$ 31.00	$ -
5	10" SDR 26 PVC Sewer Pipe (10'-12')	298			LF	$ 35.00	$ -
6	10" SDR 26 PVC Sewer Pipe (12'-14')	259			LF	$ 41.00	$ -
7	12" SDR 26 PVC Sewer Pipe (0'-6')	474			LF	$ 28.00	$ -
8	12" SDR 26 PVC Sewer Pipe (6'-8')	90			LF	$ 32.00	$ -
9	10" DR 11 HDPE Sewer Pipe (Directional Bore)(All Depths)	521			LF	$ 150.00	$ -
10	48" Precast Concrete Sewer Manhole (0'-6')	1			EA	$ 1,700.00	$ -
11	48" Precast Concrete Sewer Manhole (6'-8')	4			EA	$ 1,900.00	$ -
12	48" Precast Concrete Sewer Manhole (8'-10')	2			EA	$ 2,200.00	$ -
13	48" Precast Concrete Sewer Manhole (10'-12')	1			EA	$ 2,700.00	$ -
14	48" Precast Concrete Sewer Manhole (12'-14')	2			EA	$ 3,000.00	$ -
15	60" Precast Concrete Sewer Manhole (0'-6')	1			EA	$ 3,200.00	$ -
16	Drop Manhole Assembly (All Depths)	6			EA	$ 800.00	$ -
17	Demolition and Removal of Existing Manhole	10			EA	$ 500.00	$ -
18	Demolition and Removal of Existing Grinder Station	1			LS	$ 1,000.00	$ -
19	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	805			LF	$ 12.00	$ -
20	8"x8"x6" PVC Tee	5			EA	$ 175.00	$ -
21	10"x10"x6" PVC Tee	9			EA	$ 230.00	$ -
22	12"x12"x6" PVC Tee	3			EA	$ 275.00	$ -
23	6" PVC Cleanout	12			EA	$ 310.00	$ -
24	Crushed Aggregate (Size 825)	735			Ton	$ 35.00	$ -
25	Select Fill Material (Class 9, Group C), LVM	2,251			CY	$ 12.00	$ -
26	Concrete Pavement Repair (All Depths)	10			SY	$ 30.00	$ -
27	Asphalt Pavement Repair (All Depths)	1,670			SY	$ 22.00	$ -
28	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	328			LF	$ 8.00	$ -
29	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			LF	$ 32.00	$ -
30	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	96			LF	$ 34.00	$ -

31	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	160			LF	$ 42.00	$ -
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			LS	$ 2,500.00	$ -
35	Erosion Control	1			LS	$ 2,500.00	$ -
36	Mobilization	1			LS	$ 15,000.00	$ -
37	Maintenance of Traffic	1			LS	$ 10,000.00	$ -
						subtotal	$ -

	SITE 3 - COUNTY ROAD						$217,315.00
38	8" SDR 26 PVC Sewer Pipe (0'-6')	70			LF	$ 23.00	$ -
39	8" SDR 26 PVC Sewer Pipe (6'-8')	577			LF	$ 24.00	$ -
40	8" SDR 26 PVC Sewer Pipe (8'-10')	281			LF	$ 26.00	$ -
41	8" SDR 26 PVC Sewer Pipe (10'-12')	345			LF	$ 30.00	$ -
42	8" SDR 26 PVC Sewer Pipe (12'-14')	365			LF	$ 36.00	$ -
43	8" SDR 26 PVC Sewer Pipe (14'-16')	161			LF	$ 43.00	$ -
44	48" Precast Concrete Sewer Manhole (0'-6')	1			EA	$ 1,500.00	$ -
45	48" Precast Concrete Sewer Manhole (6'-8')	2			EA	$ 1,800.00	$ -
46	48" Precast Concrete Sewer Manhole (8'-10')	1			EA	$ 2,100.00	$ -
47	48" Precast Concrete Sewer Manhole (10'-12')	1			EA	$ 2,500.00	$ -
48	48" Precast Concrete Sewer Manhole (14'-16')	1			EA	$ 2,800.00	$ -
49	Drop Manhole Assembly (All Depths)	2			EA	$ 800.00	$ -
50	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	610			LF	$ 11.00	$ -
51	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	456			LF	$ 12.00	$ -
52	8"x8"x6" PVC Tee	22			EA	$ 175.00	$ -
53	6" PVC Cleanout	22			EA	$ 310.00	$ -
54	Crushed Aggregate (Size 825)	802			Ton	$ 35.00	$ -
55	Select Fill Material (Class 9, Group C), LVM	2,457			CY	$ 12.00	$ -
56	Concrete Pavement Repair (All Depths)	0			SY	$ 30.00	$ -
57	Asphalt Pavement Repair (All Depths)	1,820			SY	$ 22.00	$ -
58	Demolition and Removal of Concrete Headwall	1			EA	$ 750.00	$ -
59	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	92			LF	$ 8.00	$ -
60	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	68			LF	$ 32.00	$ -
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			EA	$ 200.00	$ -
63	Class "B" Concrete, Minor Structures	1			CY	$ 250.00	$ -
64	Grassing	1			LS	$ 2,500.00	$ -
65	Temporary Erosion Control	1			LS	$ 2,500.00	$ -
66	Mobilization	1			LS	$ 15,000.00	$ -
67	Maintenance of Traffic	1			LS	$ 5,000.00	$ -
						subtotal	$ -

	SITE 4 - WEATHERSBY ROAD						$154,249.00
68	6" PVC Sewer Pipe Force Main (All Depths)	10			LF	$ 8.00	$ -
69	8" SDR 26 PVC Sewer Pipe (0'-6')	40			LF	$ 23.00	$ -
70	8" SDR 26 PVC Sewer Pipe (6'-8')	40			LF	$ 24.00	$ -
71	8" SDR 26 PVC Sewer Pipe (8'-10')	90			LF	$ 26.00	$ -
72	8" SDR 26 PVC Sewer Pipe (10'-12')	130			LF	$ 30.00	$ -
73	8" SDR 26 PVC Sewer Pipe (12'-14')	280			LF	$ 36.00	$ -
74	8" SDR 26 PVC Sewer Pipe (14'-16')	220			LF	$ 43.00	$ -
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			LF	$ 38.00	$ -
78	15" SDR 26 PVC Sewer Pipe (10'-12')	21			LF	$ 42.00	$ -
79	15" SDR 26 PVC Sewer Pipe (12'-14')	120			LF	$ 48.00	$ -
80	15" SDR 26 PVC Sewer Pipe (14'-16')	110			LF	$ 55.00	$ -
81	8" Ductile Iron Sewer Pipe (0'-6')	161			LF	$ 55.00	$ -
82	24" Steel Casing (0.25" WT) (Bored)	60			LF	$ 190.00	$ -
83	Abandonement of Existing Sewer Line	250			LF	$ 4.00	$ -
84	48" Precast Concrete Sewer Manhole (0'-6')	1			EA	$ 1,500.00	$ -
85	48" Precast Concrete Sewer Manhole (6'-8')	1			EA	$ 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			EA	$ 2,800.00	$ -
89	60" Precast Concrete Sewer Manhole (12'-14')	1			EA	$ 6,000.00	$ -
90	60" Precast Concrete Sewer Manhole (14'-16')	1			EA	$ 7,200.00	$ -
91	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	92			LF	$ 12.00	$ -
92	8"x8"x6" PVC Tee	3			EA	$ 175.00	$ -
93	6" PVC Cleanout	4			EA	$ 310.00	$ -
94	Crushed Aggregate (Size 825)	185			Ton	$ 35.00	$ -
95	Select Fill Material (Class 9, Group C), LVM	565			CU	$ 12.00	$ -
96	Concrete Pavement Repair (All Depths)	268			SY	$ 30.00	$ -
97	Asphalt Pavement Repair (All Depths)	148			SY	$ 22.00	$ -
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			LS	$ 2,500.00	$ -
103	Mobilization	1			LS	$ 15,000.00	$ -
104	Maintenance of Traffic	1			LS	$ 15,000.00	$ -
						subtotal	$ -

	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	435.00	1115.50	LF	$ 23.00	$ 25,656.50
107	8" SDR 26 PVC Sewer Pipe (6'-8')	1,674	800.00	1616.00	LF	$ 24.00	$ 38,784.00
108	8" SDR 26 PVC Sewer Pipe (8'-10')	721	270.00	587.00	LF	$ 26.00	$ 15,262.00
109	8" SDR 26 PVC Sewer Pipe (10'-12')	1,566	527.00	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			LF	$ 4.00	$ -
113	48" Precast Concrete Sewer Manhole (0'-6')	9	6.00	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	1.00	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			EA	$ 800.00	$ -
119	Demolition and Removal of Existing Manhole	5	1.00	1.00	EA	$ 500.00	$ 500.00
120	Abandonement of Existing Manhole	13			EA	$ 750.00	$ -
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	940.00	1914.00	LF	$ 12.00	$ 22,968.00
123	8"x8"x6" PVC Tee	59	34.00	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	37.00	75.00	EA	$ 310.00	$ 23,250.00
126	Crushed Aggregate (Size 825)	2,021	1101.12	2859.32	Ton	$ 35.00	$ 100,076.20
127	Select Fill Material (Class 9, Group C), LVM	6,192	939.00	3397.42	CU	$ 12.00	$ 40,769.04
128	Concrete Pavement Repair (All Depths)	23			SY	$ 30.00	$ -
129	Asphalt Pavement Repair (All Depths)	6,170			SY	$ 22.00	$ -
130	Concrete Curb & Gutter (Match Existing Type)	35			LF	$ 25.00	$ -
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			LS	$ 2,500.00	$ -
140	Erosion Control	1			LS	$ 2,500.00	$ -
141	Mobilization	1	50%	100%	LS	$ 15,000.00	$ 15,000.00
142	Maintenance of Traffic	1	48%	68%	LS	$ 5,000.00	$ 3,400.00
						subtotal	$ 442,054.74

	SITE 7 - US HIGHWAY 49 SOUTH						$153,182.00
143	10" SDR 26 PVC Sewer Pipe (0'-6')	130			LF	$24.00	$ -
144	10" SDR 26 PVC Sewer Pipe (6'-8')	610			LF	$26.00	$ -
145	10" SDR 26 PVC Sewer Pipe (8'-10')	535			LF	$29.00	$ -
146	10" SDR 26 PVC Sewer Pipe (10'-12')	155			LF	$33.00	$ -
147	10" SDR 26 PVC Sewer Pipe (12'-14')	70			LF	$39.00	$ -
148	10" SDR 26 PVC Sewer Pipe (14'-16')	80			LF	$46.00	$ -
149	10" SDR 26 PVC Sewer Pipe (16'-18')	130			LF	$53.00	$ -
150	10" SDR 26 PVC Sewer Pipe (18'-20')	275			LF	$63.00	$ -
151	10" SDR 26 PVC Sewer Pipe (20'-22')	30			LF	$78.00	$ -
152	8" Ductile Iron Sewer Pipe (0'-6')	340			LF	$55.00	$ -
153	8" Ductile Iron Sewer Pipe (6'-8')	60			LF	$58.00	$ -
154	48" Precast Concrete Sewer Manhole (6'-8')	3			EA	$1,800.00	$ -
155	48" Precast Concrete Sewer Manhole (8'-10')	2			EA	$2,100.00	$ -
156	48" Precast Concrete Sewer Manhole (12'-14')	2			EA	$2,500.00	$ -
157	48" Precast Concrete Sewer Manhole (18'-20')	1			EA	$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			LS	$5,000.00	$ -
164	Mobilization	1			LS	$15,000.00	$ -
165	Maintenance of Traffic	1			LS	$7,000.00	$ -
						subtotal	$ -

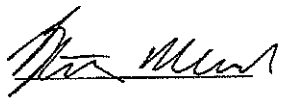
Percent Complete:	30%	**Total Earned - Regular Work**	$ 442,054.74
Time Elapsed to date:	44%	**Less 10% Retainage**	$ 44,205.47
		Stored Materials	$ 44,902.33
		Total Due - Regular Work	$ 442,751.60
		Less Previous Payments	$ 315,182.27
		Net Amount Due This Estimate	$ 127,569.33
		Less Deductions	$ -
		Net Payment Due	$ 127,569.33

CERTIFIED CORRECT:

Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:



OWNER

Comprehensive Sewer Improvements - Phase II
City of Hattiesburg
Stored Materials

Pay Estimate: No. 3

Item No.	Item Description	Quantity	Unit Price	Amount
1	8" SDR 26 PVC Sewer Pipe	3192	$ 3.88	$ 12,384.96
2	10" SDR 26 PVC Sewer Pipe	2972	$ 6.09	$ 18,099.48
3	6" SDR 26 PVC Sewer Pipe	2803	$ 2.15	$ 6,026.45
4	12" SDR 26 PVC Sewer Pipe	478	$ 8.67	$ 4,144.26
5	15" SDR 26 PVC Sewer Pipe	322	$ 13.19	$ 4,247.18
6				$ -
7				$ -
8				$ -
9				$ -
10				$ -
11				$ -
12				$ -
13				$ -
14				$ -
15				$ -
16				$ -
17				$ -
18				$ -
				$ 44,902.33

SANITARY SEWER SCHEDULE

PROJECT Hattiesburg sewer rehab phase II

START DATE January 29,2013

HRL Contracting

COMEPLETION DATE August 17,2013

SITE	STREET	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
3	COUNTY RD.												
	CEDAR												

Final

OR 144810

CONTRACTOR:	GREENBRIAR DSLP 1941 HWY 550 NW BROOKHAVEN, MS 39601	ORIGINAL CONTRACT: CHANGE ORDERS: REVISED CONTRACT:	$254,700.00 0.00 $254,700.00
OWNER:	CITY OF HATTIESBURG P. O. BOX 1898 HATTIESBURG, MS 39403-1898	ORIGINAL COMPLETION:	January 5, 2013

PROJECT: WATER SYSTEM REHABILITATION IN THE COUNTRY CLUB AREA -- CONTRACT B

ESTIMATE #: SIX - FINAL

DATE: DECEMBER 1, 2012 to DECEMBER 20, 2012

	THIS PERIOD AMOUNT	TOTAL TO DATE AMOUNT
BASE BID TOTALS:	3,250.00	~~243,182.00~~ 242,682.00
STORED MATERIAL:	0.00	0.00
TOTALS EARNED:	3,250.00	~~243,182.00~~ 242,682.00
AMOUNT RETAINED __%:	-11,996.60	0.00
PREVIOUS PAYMENT REQUESTS:	0.00	227,935.40
AMOUNT DUE:	15,246.60	~~15,246.60~~ 14,746.60

CONTRACTOR Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment number 1 through 5 Inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated December 20, 2012

GREENBRIAR DSLP
CONTRACTOR

By: _____
Jessie Neal, Managing Partner

ENGINEER Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated April 29, 2013

SHOWS, DEARMAN & WAITS, INC.
ENGINEER

By: _____

OWNER APPROVAL:

BY: _____
CITY OF HATTIESBURG, MS

DATE: 5/13/13

ENTERED

094695. 7245.18
MB 2012-1/ 106

ESTIMATE NUMBER: SIX - FINAL
NAME OF CONTRACTOR: GREENBRIAR DSLP, 1941 HWY 550 NW, BROOKHAVEN, MS 39601
NAME OF OWNER: CITY OF HATTIESBURG, P. O. BOX 1898, HATTIESBURG, MS 39403-1898
CONTRACT AMOUNT: ORIGINAL $ 254,700.00
COMPLETION DATE: ORIGINAL January 5, 2013
DATES OF ESTIMATE: DECEMBER 1, 2012 to DECEMBER 20, 2012
PROJECT DESCRIPTION: WATER SYSTEM REHABILITATION IN THE COUNTRY CLUB AREA – CONTRACT B

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT
1.	Clearing & Grubbing	LS	1	5,000.00	5,000.00		-	1	5,000.00
2.	Remove and Replace Pipe Culvert, All Sizes	LF	188	20.00	3,760.00		-		-
3.	Remove and Salvage of Existing Fire Hydrants	EA	1	250.00	250.00		-	3	750.00
4.	Cut and Cap Existing Water Line to Stay in Service	EA	2	500.00	1,000.00		-	1	500.00
5.	Granular Material (Class 9, Group C) (Roadway Only)	CY	228	10.00	2,280.00		-	308	3,080.00
6.	Asphalt Pavement Repair (All Thicknesses) (Roadway Only)	SY	560	33.00	18,480.00		-	667	22,011.00
7.	6" PVC Water Line, C900, Class 200 (Open Cut)	LF	2,380	13.00	30,940.00		-	2,320	30,160.00
8.	8" PVC Water Line, C900, Class 200 (Open Cut)	LF	4,760	17.00	80,920.00		-	4,778	81,226.00
9.	12" Steel Casing (0.25 WT) (Bored) (All Depths)	LF	180	70.00	12,600.00		-	180	12,600.00
10.	16" Steel Casing (0.25 WT) (Bored) (All Depths)	LF	120	85.00	10,200.00		-	80	6,800.00
11.	16" Steel Casing (0.25 WT) (Open Cut) (All Depths)	LF	30	40.00	1,200.00		-	80	3,200.00
12.	6" Hot Tap w/Valve to Existing 12" Water Line	EA	2	2,000.00	4,000.00		-	2	4,000.00
13.	8" Hot Tap w/Valve to Existing 12" Water Line	EA	1	2,500.00	2,500.00		-	1	2,500.00
14.	Tie Proposed 6" Water Line to Exist 6" Water Line	EA	1	500.00	500.00		-	1 ½	~~500.00~~ 750.00
15.	Tie Proposed 6" Water Line to Exist 6" Water Line (w/Tee)	EA	1	800.00	800.00		-	1	800.00
16.	Tie Proposed 6" Water Line to Exist 8" Water Line (w/Tee)	EA	1	900.00	900.00		-	1	900.00
17.	Tie Proposed 8" Water Line to Exist 8" Water Line (w/Tee)	EA	1	950.00	950.00		-		-
18.	6" Gate Valve	EA	3	750.00	2,250.00		-	3	2,250.00
19.	8" Gate Valve	EA	6	1,050.00	6,300.00		-	6	6,300.00
20.	Three Way Fire Hydrant w/Appurtenances (Incl. Tee, 90 Bend, Pipe, Valve, Hydrant, Etc.)	EA	8	3,000.00	24,000.00		-	8	24,000.00
21.	Blow Off w/Valve	EA	1	400.00	400.00		-	1	400.00
22.	Reconnect Existing Service (Incl. Saddle, Service Tubing, Corp. Stop, Fittings, Etc.) (Meter, Meter Box, and Yokes provided by owner)	EA	117	160.00	18,720.00		-	71	11,360.00
23.	Service Line Bore	LF	1,550	5.00	7,750.00		-	1,069	5,345.00
24.	Mobilization	LS	1	5,000.00	5,000.00		-	1	5,000.00
25.	Maintenance of Traffic	LS	1	2,500.00	2,500.00		-	1	2,500.00
26.	Grassing	LS	1	6,500.00	6,500.00	0.50	3,250.00	1	6,500.00
27.	Erosion Control (As Directed)	LS	1	5,000.00	5,000.00		-	1	5,000.00
	TOTALS				$ 254,700.00		$ 3,250.00		$ ~~243,182.00~~ 242,682.00

OR 144736

sdw

Engineering Progress

May 6, 2013

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

Attn: Bert Kuyrkendall, P.E.

Re: Highway 98 West Booster Station
City of Hattiesburg

Dear Bert: Green Briar

Enclosed please find Pay Estimate No. 6 in the amount of $12,635.00 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

Cc: Tony McLendon

APPROVED FOR PAYMENT
DATE 5/13/13
SIGNATURE

094695.7245.03
MB 2012-1/156

ENTERED

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

CONTRACTOR: GREENBRIAR DSLP
1941 HWY 550 NW
BROOKHAVEN, MS 39601

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

PROJECT: BOOSTER STATION ALONG U.S. HIGHWAY 98

ESTIMATE #: SIX

DATE: APRIL 1, 2013 to APRIL 28, 2013

ORIGINAL CONTRACT:	$390,080.00
CHANGE ORDERS:	0.00
REVISED CONTRACT:	$390,080.00
ORIGINAL COMPLETION:	May 24, 2013

	THIS PERIOD AMOUNT	TOTAL TO DATE AMOUNT
BASE BID TOTALS:	13,300.00	370,655.00
STORED MATERIAL:	0.00	0.00
TOTALS EARNED:	13,300.00	370,655.00
AMOUNT RETAINED 5 %:	665.00	18,532.75
PREVIOUS PAYMENT REQUESTS:	0.00	339,487.25
AMOUNT DUE:	12,635.00	12,635.00

CONTRACTOR Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment number 1 through 5 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated May 1, 2013

GREENBRIAR DSLP
CONTRACTOR

By: _____
Jessie Neal, Managing Partner

ENGINEER Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated May 6, 2013

SHOWS, DEARMAN & WAITS, INC.
ENGINEER

By: _____

OWNER APPROVAL:

BY: _____
CITY OF HATTIESBURG, MS

DATE: 5/21/13

ESTIMATE NUMBER: SIX
NAME OF CONTRACTOR: GREENBRIAR DSLP, 1941 HWY 550 NW, BROOKHAVEN, MS 39601
NAME OF OWNER: CITY OF HATTIESBURG, P. O. BOX 1898, HATTIESBURG, MS 39403-1898
CONTRACT AMOUNT: ORIGINAL $ 390,080.00
COMPLETION DATE: ORIGINAL May 24, 2013
DATES OF ESTIMATE: APRIL 1, 2013 to APRIL 28, 2013
PROJECT DESCRIPTION: BOOSTER STATION ALONG U.S. HIGHWAY 98

ITEM	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL PRICE	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT
1.	Ductile Iron Water Line, Class 350	LF	60	115.00	6,900.00		-	40	4,600.00
2.	Fence with Gates	LF	161	50.00	8,050.00		-		-
3.	Site Work	LS	1	16,000.00	16,000.00	0.50	8,000.00	1	16,000.00
4.	Erosion Control	LS	1	6,500.00	6,500.00		-	0.85	5,525.00
5.	Block Building with Appurtenances	LS	1	105,630.00	105,630.00		-	1	105,630.00
6.	Suction Pumps	EA	2	22,000.00	44,000.00		-	2	44,000.00
7.	Controls	LS	1	106,000.00	106,000.00	0.05	5,300.00	0.95	100,700.00
8.	Piping	LS	1	30,000.00	30,000.00		-	1	30,000.00
9.	Generator	LS	1	56,000.00	56,000.00		-	0.95	53,200.00
10.	Chlorinator	LS	1	11,000.00	11,000.00		-	1	11,000.00
	TOTALS				$ 390,080.00		$ 13,300.00		$ 370,655.00

sdw

Engineering Progress

May 13, 2013

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-898

Attn: Bert Kuyrkendall

Re: **Sewer Phase 4 - ComSWIP**
Suncoast Infrastructure

Dear Bert,

Enclosed please find Pay Estimate No. 1 in the amount of $172,652.99 for the above referenced project.

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

Sincerely,

John T. Weeks, P.E.
Project Engineer

/rs

enclosure

Cc: Wade Phillips, SDW
Suncoast Infrastructure

APPROVED FOR PAYMENT
DATE 5/14/13
SIGNATURE

094695.7220.51
MB 2012-1/413

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

Name and Location of Project:
Comprehensive Sewer Improvements Phase IV
City of Hattiesburg, MS

Project # 13019

Name and Address of Contractor:
Suncoast Infrastructure, Inc.
P.O. Box 397
Florence, MS 39073

Estimate No.1 for 3/28/13 to 4/25/13

Item No.	Description of Item	Units	Cost per Unit	Original Contract Quantity	Original Contract Amount	Quantity Adjustment By C.O.	Current Contract Quantity	Current Contract Amount	Previous Quantity	Quantity This Period	Amount This Period	Quantity to Date	Amount to Date	Cost of Uncompleted Work
1	6" CIPP	LF	$18.00	1,057	$19,026.00	0	1,057	$19,026.00	0	1,277	$22,986.00	1,277	$22,986.00	($3,960.00)
2	8" CIPP	LF	$22.00	5,330	$117,260.00	0	5,330	$117,260.00	0	5,127	$112,794.00	5,127	$112,794.00	$4,466.00
3	Remove and Replace Service Lateral	LF	$23.00	700	$16,100.00	0	700	$16,100.00	0	299	$6,877.00	299	$6,877.00	$9,223.00
4	CIPP Service Lateral	LF	$135.00	2,100	$283,500.00	0	2,100	$283,500.00	0	0	$0.00	0	$0.00	$283,500.00
5	Cleanout Assembly	EA	$100.00	112	$11,200.00	0	112	$11,200.00	0	84	$8,400.00	84	$8,400.00	$2,800.00
6	Point Repair	EA	$3,000.00	1	$3,000.00	0	1	$3,000.00	0	5	$15,000.00	5	$15,000.00	($12,000.00)
7	Manhole Replacement	EA	$2,500.00	1	$2,500.00	0	1	$2,500.00	0	0	$0.00	0	$0.00	$2,500.00
8	Manhole Rehabilitation	VF	$240.00	95	$22,800.00	0	95	$22,800.00	0	0	$0.00	0	$0.00	$22,800.00
9	Mobilization	LS	$25,439.00	1	$25,439.00	0	1	$25,439.00	0	1.0	$25,439.00	1.0	$25,439.00	$0.00
10	Road Repair	SY	$45.00	187	$8,415.00	0	187	$8,415.00	0	7.57	$340.65	7.57	$340.65	$8,074.35
	Total Bid				$509,240.00			$509,240.00			$191,836.65		$191,836.65	$317,403.35
CHANGE ORDER SUMMARY														
CHANGE ORDER NO. 1														
C1.1	Item 1	EA	$0.00	0	$0.00	0	0	$0.00	0	0	$0.00	0	$0.00	$0.00
	Change Order No. 1 Total				$0.00			$0.00			$0.00		$0.00	$0.00
	Total Change Orders				$0.00			$0.00			$0.00		$0.00	$0.00
	Grand Total, Base Bid plus Change Orders				$509,240.00			$509,240.00			$191,836.65		$191,836.65	$317,403.35

PERIODIC ESTIMATE FOR PARTIAL PAYMENT	Project No. 13019	Contract No.
Name of Project Comprehensive Sewer Improvements Phase IV	Periodic Estimate Number 1	
Location of Project City of Hattiesburg, MS	Estimate Period From : 3/26/13 To: 4/25/13	
Name & Address of Owner City of Hattiesburg c/o Shows, Dearman, & Waits, Inc. 301 Second Street Hattiesburg, MS 39403	Name and Address of Contractor Suncoast Infrastructure, Inc. P.O. Box 397 Florence, Ms 39073	

SCHEDULE OF CONTRACT CHANGE ORDERS

(List every change order issued to date of this request even if no work has been done under one or more such orders

Contract Change Order NO. (1)	Contract Change Order Date (2)	Description (3)	Additions To Contract Price As Shown on Change Order (4)	Deductions From Contract Price As ShownOn Change Order (5)
		Totals	$0.00	$0.00

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

(a)	ORIGINAL CONTRACT AMOUNT	$509,240.00
(b)	PLUS: ADDITIONS SCHEDULED IN COLUMN 4 ABOVE	$0.00
(c)	LESS: DEDUCTIONS SCHEDULED IN COLUMN 5 ABOVE	$0.00
(d)	ADJUSTED CONTRACT AMOUNT TO DATE	$509,240.00

ANALYSIS OF WORK PERFORMED TO DATE

(a)	COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE	$191,836.65
(b)	EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER	$0.00
(c)	TOTAL COST OF WORK PERFORMED TO DATE	$191,836.65
(d)	ADD: MATERIALS STORED AT CLOSE OF PERIOD	$0.00
(e)	SUBTOTAL OF (c) and (d)	$191,836.65
(f)	LESS: RETAINAGE (10%)	($19,183.67)
(g)	SUBTOTAL OF (e) and (f)	$172,652.99
(h)	LESS: AMOUNT OF PREVIOUS ESTIMATES	$0.00
(i)	AMOUNT DUE THIS ESTIMATE	$172,652.99

CERTIFICATE OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and /or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received.

Suncoast Infrastructure, Inc.
(Contractor)

By: Daniel Waits

Title: Project Manager

Date: 05/08/13

RECOMMENDATION OF ENGINEER

This Periodic Estimate for Partial Payment covers all pay item work performed by the contractor through the estimate period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.

By: John Vess

Title: Engineer

Date: 5/13/13

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

(1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
(3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of March 29, 2012 (the "Loan Agreement").
(4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
(5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Director of Administration/City Clerk
(Authorized City Representative)

City of Hattiesburg, MS

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

Master

File Number: 2013-0280

File ID: 2013-0280 **Type:** Resolution **Status:** Passed

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

File Created: 05/14/2013

Brief Title: Adopt Resolution and Order to Condemn a portion of Tax Parcel No. 2-029K-09-013.00. **Final Action:** 05/21/2013

Minute Book Number: MB2013-148

Title:

Adopt a Resolution and Order to Condemn a portion of Tax Parcel No. 2-029K-09-013.00 required for the reconstruction of West 4th Street, and further authorizes, requests, and ratifies all actions of City's attorneys and/or other necessary professionals in instituting any and all condemnation proceedings necessary to acquire described property.

Notes:

Sponsors: **Enactment Date:**

Attachments: Latasha Carter - Order to Condemn, 098 Plat, executed Latasha Carter - Order to Condemn RES2013-42 **Enactment Number:**

Contact: **Meeting Date:** 05/21/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution and Order to Condemn a portion of Tax Parcel No. 2-029K-09-013.00 required for the reconstruction of West 4th Street, and further authorizes, requests, and ratifies all actions of City's attorneys and/or other necessary professionals in instituting any and all condemnation proceedings necessary to acquire described property.

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

Yeas: 4 - Bradley, Delgado, Carroll and Ware

Nays: 0

Absent: 1 - Naylor

Yea:	4	President Bradley
		Council Member Delgado
		Council Member Carroll
		Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-0280

Title

Adopt a Resolution and Order to Condemn a portion of Tax Parcel No. 2-029K-09-013.00 required for the reconstruction of West 4th Street, and further authorizes, requests, and ratifies all actions of City's attorneys and/or other necessary professionals in instituting any and all condemnation proceedings necessary to acquire described property.

Summary

Adopt Resolution and Order to Condemn a portion of Tax Parcel No. 2-029K-09-013.00.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg, Mississippi

RESOLUTION AND ORDER TO CONDEMN

Upon careful consideration, the City of Hattiesburg, Mississippi (hereinafter "City"), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to widen, construct or reconstruct a portion of West Fourth Street, located within City limits. To accomplish this project, the City finds it necessary to acquire for public use certain property, or a portion thereof, belonging to the landowners or their successors in title and/or other parties interested in said property as is more particularly described as follows in the construction and/or right-of-way plans for said project, which said plans are made part hereof by reference:

Latasha Marie Carter – Parcel: 2-029K-09-013.00

The City was unable to agree with the owner(s) and/or other parties interested in said property. The City, after solemn and due consideration, determined on January 14, 2013, that said property was necessary for public use and hereby approves and ratifies all actions in condemning said property. Further, the City authorizes, requests and ratifies all actions of its attorneys and/or other necessary professionals in instituting any and all condemnation proceedings necessary to acquire the above described property, or a portion thereof, for the public use as of February 5, 2013, which is more than eleven days after approval of the fair market values by the City, at which time this Order is effective.

In support of this Resolution and Order to Condemn, the City acknowledges and declares its eligibility to obtain the right of immediate title and possession under the provisions of §11-27-81 of the Mississippi Code.

The City further declares that it will suffer irreparable harm and delay by exercising the right to condemn the subject property through eminent domain proceedings pursuant to Code Sections 11-27-1 through 11-27-51, as opposed to claiming the right of immediate title and possession of said property pursuant to Code §11-27-81 through 11-27-91. A construction contract, the completion of which requires the acquisition of the subject property, has been let or will be let in the near future. Federal funding may be utilized in the construction of this project.

In all projects where Federal funds are involved, it is necessary for the City to certify to the Mississippi Department of Transportation, acting as agent for the Federal Highway Administration, that all rights of entry to designated right-of-way property (including the subject property) have been acquired or will immediately be acquired before the release of Federal funds can be authorized. Right of entry to all right-of-way property must be vested in the City of Hattiesburg, Mississippi or the construction project that is subject of said construction contract will be prevented or significantly impaired.

The above and foregoing Resolution and Order to Condemn was introduced by _____,seconded by_____, and was adopted by the following vote, to-wit:

Yeas: Nays: Absent:

The President hereby declared the motion carried and the Resolution and Order to Condemn was adopted, this the _____ day of _____, A.D. 2013.

_____ _____

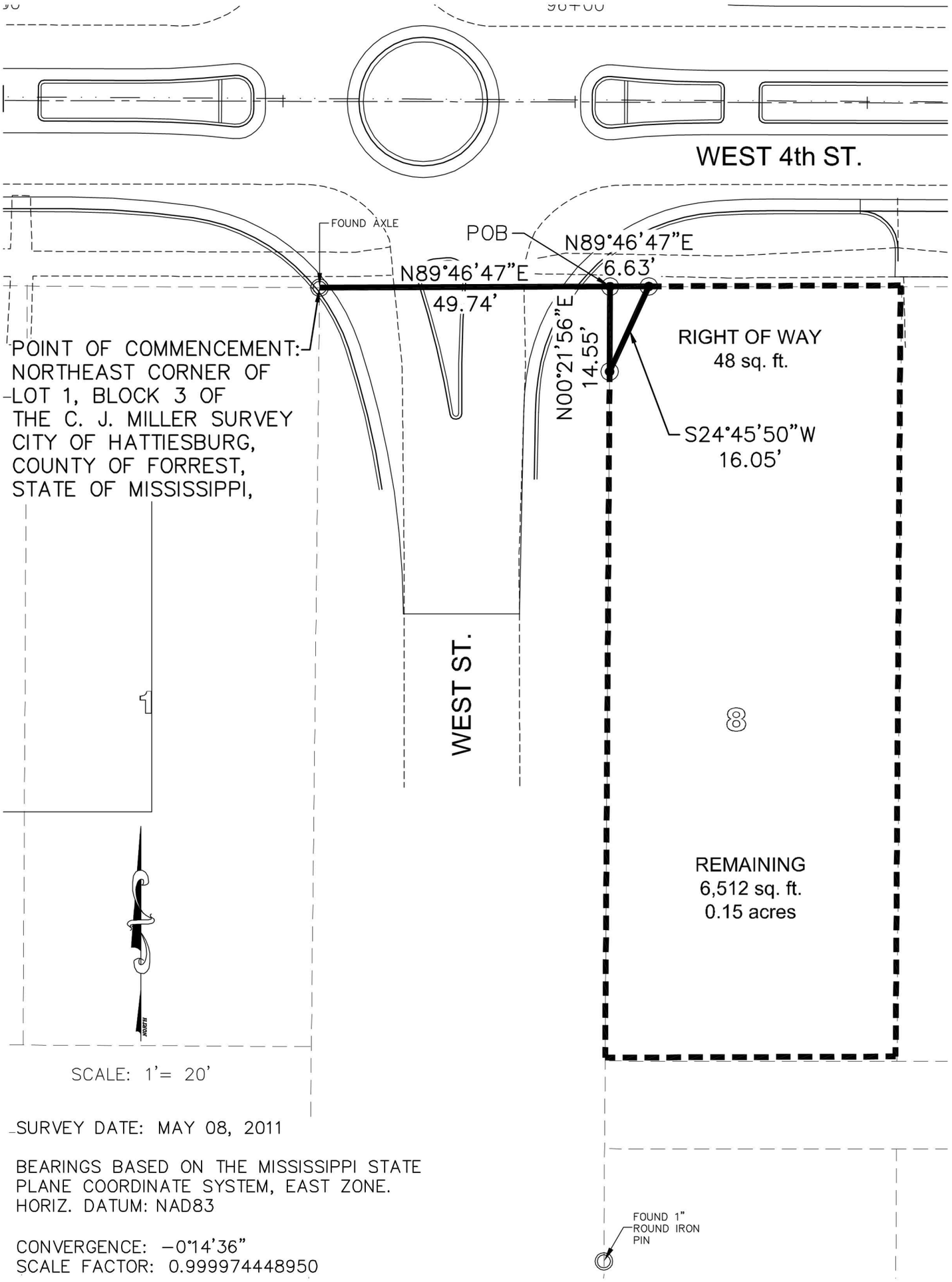
President Clerk of Council

The above and foregoing Resolution and Order to Condemn having been submitted and approved by the Mayor on this, the _____ day of _____, A.D. 2013.

_____ _____

Mayor City Clerk

098



SURVEY DATE: MAY 08, 2011

BEARINGS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE.
HORIZ. DATUM: NAD83

CONVERGENCE: −0°14'36"
SCALE FACTOR: 0.999974448950

REFERENCES:
Deed Book 730, Page 288
Forrest County Tax Map 029K

LEGEND:

ROW	–	RIGHT OF WAY
SQ. FT.	–	SQUARE FEET
POB	–	POINT OF BEGINNING
◎	–	FOUND IRON PIN
◉	–	SET IRON PIN (1/2" REBAR)
℄	–	CENTERLINE

SD&W
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SD-W.COM
P: (601) 544 - 1821
F: (601) 544 - 0501

City of Hattiesburg, Mississippi

RESOLUTION AND ORDER TO CONDEMN

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Latasha Marie Carter – Parcel: 2-029K-09-013.00

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The above and foregoing Resolution and Order to Condemn was introduced by Carroll, seconded by Ware, and was adopted by the following vote, to-wit:

Yeas: Bradley, Delgado, Carroll, Ware Nays: None Absent: Naylor

The President hereby declared the motion carried and the Resolution and Order to Condemn was adopted, this the 21st day of May, A.D. 2013.

President

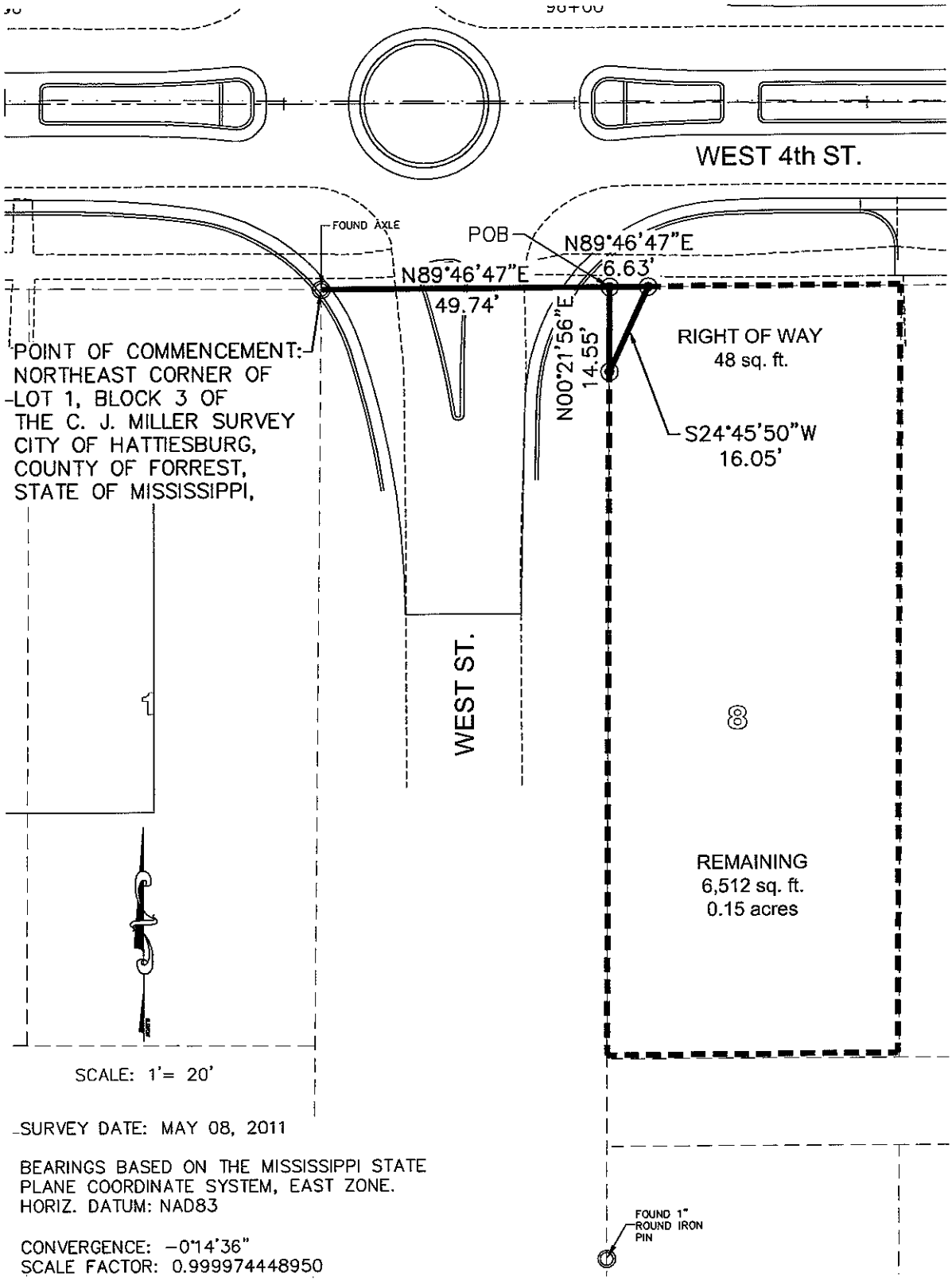
Clerk of Council

The above and foregoing Resolution and Order to Condemn having been submitted and approved by the Mayor on this, the 21st day of May, A.D. 2013.

Mayor

City Clerk

098



SCALE: 1'= 20'

SURVEY DATE: MAY 08, 2011

BEARINGS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE.
HORIZ. DATUM: NAD83

CONVERGENCE: -0°14'36"
SCALE FACTOR: 0.999974448950

REFERENCES:
Deed Book 730, Page 288
Forrest County Tax Map 029K

LEGEND:

ROW	–	RIGHT OF WAY
SQ. FT.	–	SQUARE FEET
POB	–	POINT OF BEGINNING
◎	–	FOUND IRON PIN
◉	–	SET IRON PIN (1/2" REBAR)
℄	–	CENTERLINE

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City of Hattiesburg, MS

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

Master

File Number: 2013-0277

File ID: 2013-0277 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/14/2013

Brief Title: Authorize Mayor to execute Supplemental Agreement No. 5 to the Engineering Service Agreement with ARE Consultants, Inc. for Wetlands Mitigation Plan and related services.

Final Action: 05/21/2013

Minute Book Number: MB2013-148-149

Title:

Authorize Mayor to execute Supplemental Agreement No. 5 to the Engineering Service Agreement with ARE Consultants, Inc. approved at MB 2011-3/567-581 in May 2011. Said supplemental agreement is for Wetlands Mitigation Plan and Administrative Services related to the Runway 31 Drainage and Safety Area Improvements - Part Two, A.I.P. Project No. 3-28-0031-0020-2013, at the Bobby L. Chain Municipal Airport.

Notes:

Sponsors: **Enactment Date:**

Attachments: Letter-Supplemental Agreement No 5, Supplemental Agreement No 5, executed Supplemental Agreement No 5

Enactment Number:

Contact: **Meeting Date:** 05/21/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Authorize Mayor to execute Supplemental Agreement No. 5 to the Engineering Service Agreement with ARE Consultants, Inc. approved at MB 2011-3/567-581 in May 2011. Said supplemental agreement is for Wetlands Mitigation Plan and Administrative Services related to the Runway 31 Drainage and Safety Area Improvements - Part Two, A.I.P. Project No. 3-28-0031-0020-2013, at the Bobby L. Chain Municipal Airport.

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

Yeas: 4 - Bradley, Delgado, Carroll and Ware

Nays: 0

Absent: 1 - Naylor

Yea:	4	President Bradley
		Council Member Delgado
		Council Member Carroll
		Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-0277

Title

Authorize Mayor to execute Supplemental Agreement No. 5 to the Engineering Service Agreement with ARE Consultants, Inc. approved at MB 2011-3/567-581 in May 2011. Said supplemental agreement is for Wetlands Mitigation Plan and Administrative Services related to the Runway 31 Drainage and Safety Area Improvements - Part Two, A.I.P. Project No. 3-28-0031-0020-2013, at the Bobby L. Chain Municipal Airport.

Summary

Authorize Mayor to execute Supplemental Agreement No. 5 to the Engineering Service Agreement with ARE Consultants, Inc. for Wetlands Mitigation Plan and related services.

Budget Information

039551.7295.02 $6,700.00

Expenditure Type

FAA Grant

Purchasing Item

Regular Purchase

Publication Information

ARE CONSULTANTS, INC.

May 10, 2013

Mr. Bert Kuyrkendall
Director of Engineering
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Bobby L. Chain (HGB) Municipal Airport
Runway 31 Drainage and Safety Area Improvements- Part 2
Environmental Mitigation Plan

Dear Mr. Kuyrkendall,

Our contract is for providing engineering and planning services related to the extended safety area mitigation plan. This will be paid by the 2013 grant. Wetlands delineation was performed and with known wetlands, a plan for mitigation is needed in the area off the south end of the runway. This plan and related administrative services are needed to complete the Corps of Engineer's credits requirement for unavoidable loss of wetland function and values.

Please contact us if you require additional information.

Sincerely,

W. Sherwood Bailey Jr.
ARE Consultants, Inc.

1216 S. Morrison, Suite 5 ° Hammond, LA 70403
800 Spring Street, Suite 214 ° Shreveport, LA 71101
Phone (318) 222-8252 ° Fax (318) 222-8251

Supplemental Agreement No.5

for

Environmental Mitigation Plan

Associated with

Runway 31 Drainage and Safety Area Improvements-Part 2

Hattiesburg-Bobby L. Chain Municipal Airport

for the

City of Hattiesburg
Forrest County, Mississippi

Submitted by:

ARE Consultants, Inc.
800 Spring Street, Suite 214
Shreveport, LA 71101

May, 2013

Environmental Mitigation Plan
Runway 31 Drainage and Safety Area Improvements- Part 2

Hattiesburg-Bobby L. Chain Municipal Airport

Hattiesburg, Mississippi

This Supplemental Agreement, made and entered into this _____ day of May, 2013, by and between the City of Hattiesburg, hereinafter called the OWNER, acting by and through the Hattiesburg City Council, hereinafter called the HCC, who is duly authorized to act for and in behalf of said Owner, and ARE Consultants, Inc., hereinafter called the ENGINEER.

WITNESSETH : That;

WHEREAS, the Owner, in May 2011, in concert with the Mississippi Department of Transportation and Development (DoTD), and the Engineer entered into a contract to prepare plans and specifications for Runway 13 Drainage and Safety Area Improvements - Bobby L. Chain Airport hereinafter called the Project, in accordance with guidelines established by the Federal Aviation Administration, hereinafter called FAA; and

WHEREAS, the Owner, with the approval of the DoTD, desires to perform environmental mitigation planning and make application related to the continued construction ; and

WHEREAS, the Engineer is agreeable to undertaking the services under conditions and for fees satisfactory to the Owner and DoTD;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform engineering, field research, and related administrative services, as more particularly described in the sections to follow, in connection with the Project, and in consideration for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. The specific services are detailed in attached exhibit "B".

The Engineer agrees to proceed upon written authorization by the Owner and DoTD, with the services, in proper sequence and in the times specified for the Project as hereinafter set forth.

Contract Time:

The services to be performed under this Supplemental Agreement shall be commenced promptly upon written notice from the owner to proceed and shall be completed within 60 days. The term of this contract may be mutually extended in writing by the parties to this contract for changes to scope.

Compensation:

Compensation to the Engineer for services rendered for this Supplemental Agreement for wetlands delineation and related application will be made on the basis of a lump sum fee.

The total lump sum fee that will be paid to the Engineer under the terms of this Supplemental Agreement is **$6,700.00** payable in monthly installments as specified under "Payment."

Payment:

Payments to the Engineer for services rendered will be made monthly based on a certified invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule. The monthly progress schedule shall show in detail the status of the work, shall be subdivided into appropriate Phases with estimate percentages for each Phase, and shall be a form and with a division of items as approved by the DoTD, The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 61 of the Federal Acquisition Regulation (FAR) as appropriate.

Notice to Proceed:

The Engineer shall proceed with the services specified in this Supplemental Agreement after execution of the agreement and upon direct written order of the owner.

Original Contract:

All the requirements of the aforesaid contract of May , 2011, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

A R E Consultants, Inc.

Witness for First Party

W. Sherwood Bailey, Jr.
Title: President

Witness for First Party

72-1145432
Federal Identification Number

City of Hattiesburg

Witness for Second Party

Mayor Johnny L. DuPree

Witness for Second Party

Environmental Mitigation Plan

Hattiesburg-Bobby L. Chain Municipal Airport
Drainage and Safety Area Improvements- Part 2

Hattiesburg, Mississippi

EXHIBIT A
Contractor Contractual Requirements
Title VI Assurances

During the performance of this contract, the contractor, for himself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA)to be pertinent to as certain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to —

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Minority Business Enterprise (MBE) Assurances

1. **Policy.** It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR 23 apply to this agreement.

2. **MBE Obligation.** The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Environmental Mitigation Planning

Hattiesburg-Bobby L. Chain Municipal Airport

EXHIBIT B
Detailed Scope of Services

This is an Exhibit modification attached to and made a part of the Engineering Services Agreement made on May , 2011, between the City of Hattiesburg and ARE Consultants, Inc. providing for professional engineering services. The Basic Services are amended and supplemented as indicated below:

1. **Paragraph 3.1.2.** According to Article 4 (Special Services) Paragraph , completion of environmental procedures.

a. Environmental Mitigation Planning and Administration

1.Conduct environmental mitigation planning in keeping with the US Army Corps of Engineers(USACE) guidance in the vicinity of the safety area extension.

2. Provide alternate design limits and compete wetlands mitigation plan along with required exhibits and attachments

3. Provide administration associated with obtaining wetland credits.

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for

Environmental Mitigation Plan

Associated with

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for the

City of Hattiesburg
Forrest County, Mississippi

Submitted by:

ARE Consultants, Inc.
800 Spring Street, Suite 214
Shreveport, LA 71101

May, 2013

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Runway 31 Drainage and Safety Area Improvements- Part 2

Hattiesburg-Bobby L. Chain Municipal Airport

Hattiesburg, Mississippi

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written. .

WITNESSES:

A R E Consultants, Inc.

Witness for First Party

W. Sherwood Bailey, Jr.
Title: President

Witness for First Party

72-1145432
Federal Identification Number

City of Hattiesburg

Witness for Second Party

Mayor Johnny L. DuPree

Witness for Second Party

Environmental Mitigation Plan

Hattiesburg-Bobby L. Chain Municipal Airport
Drainage and Safety Area Improvements- Part 2

Hattiesburg, Mississippi

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Environmental Mitigation Planning

Hattiesburg-Bobby L. Chain Municipal Airport

EXHIBIT B
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1.Conduct environmental mitigation planning in keeping with the US Army Corps of Engineers(USACE) guidance in the vicinity of the safety area extension.

2. Provide alternate design limits and compete wetlands mitigation plan along with required exhibits and attachments

3. Provide administration associated with obtaining wetland credits.

City of Hattiesburg, MS

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

Master

File Number: 2013-0282

File ID: 2013-0282 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 05/14/2013

Brief Title: Authorize Mayor to execute Supplemental Agreement No. 1 with Greenbriar Digging Service L.P. for the Country Club Area Water Rehabilitation project.

Final Action: 05/21/2013

Minute Book Number: MB2013-149

Title:

Approve Change Order and authorize Mayor to execute six (6) copies of Supplemental Agreement No. 1 with Greenbriar Digging Service L.P. for the Country Club Area Water Rehabilitation project to reflect final quantities on the project, and a decrease in cost of $12,018.00.

Notes:

Sponsors: **Enactment Date:**

Attachments: letter - Supplemental Agreement No. 1-Greenbriar, affdavit - Supplemental Agreement No. 1-Greenbriar, Supplemental Agreement No. 1-Greenbriar, executed Supplemental Agreement No. 1-Greenbriar

Enactment Number:

Contact: **Meeting Date:** 05/21/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve Change Order and authorize Mayor to execute six (6) copies of Supplemental Agreement No. 1 with Greenbriar Digging Service L.P. for the Country Club Area Water Rehabilitation project to reflect final quantities on the project, and a decrease in cost of $12,018.00.

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

Yeas: 4 - Bradley, Delgado, Carroll and Ware

Nays: 0

Absent: 1 - Naylor

Yea:	4	President Bradley Council Member Delgado Council Member Carroll Vice President Ware
TEL-No Vote:	0	

Text of Legislative File 2013-0282

Title

Approve Change Order and authorize Mayor to execute six (6) copies of Supplemental Agreement No. 1 with Greenbriar Digging Service L.P. for the Country Club Area Water Rehabilitation project to reflect final quantities on the project, and a decrease in cost of $12,018.00.

Summary

Approve Change Order and authorize Mayor to execute Supplemental Agreement No. 1 with Greenbriar Digging Service L.P. for the Country Club Area Water Rehabilitation project.

Budget Information

094695.7245.18

Expenditure Type

Purchasing Item

Publication Information

sdw

Engineering Progress

F 4/30/13

April 29, 2013

City of Hattiesburg
PO Box 1898
Hattiesburg MS 39403-1898

Attn: Bert Kuyrkendall, P.E.

RE: Water System Rehabilitation in the Country Club Area
Hattiesburg, MS

Dear Mr. Kuyrkendall:

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 final estimate no. 6 for the contractor in the amount of $14,746.60
2. Contractor's Affidavit of Guarantee of Materials
3. Contractor's Affidavit of Payment of Debts
4. Consent of Surety to final Payment
5. Supplemental Agreement No. 1

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

GREENBRIAR

1941 Highway 550 NW
Brookhaven, MS 39601-9615
Telephone: 601-833-0975
Fax: 601-833-0986

RE: CITY OF HATTIESBURG, MS
WATER SYSTEM REHABILITATION IN THE
COUNTRY CLUB AREA - CONTRACT B

AFFIDAVIT

We hereby guarantee all materials used by us on the above captioned project to be free from defect for a period of one year or such longer period of time as may be called for in the contract documents for such portions of the work.

GREENBRIAR DIGGING SERVICE L P

BY _____
Jessie Neal

TITLE Managing Partner

DATE December 20, 2012

Subscribed and sworn to before me this

the 20th day of December, 2012

_____
Notary Public

Joan Culpepper

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 89665
JOAN CULPEPPER
Commission Expires
May 27, 2016
LINCOLN COUNTY

GREENBRIAR

1941 Highway 550 NW
Brookhaven, MS 39601-9615
Telephone: 601-833-0975
Fax: 601-833-0986

RE: CITY OF HATTIESBURG, MS
WATER SYSTEM REHABILITATION IN THE
COUNTRY CLUB AREA - CONTRACT B

AFFIDAVIT

I certify that all bills for labor, services, materials and subcontractors have been paid and there are no suits pending in connection with the work done or labor and materials furnished under the above contract; and that we have received full payment for all contract work performed.

GREENBRIAR DIGGING SERVICE L P

BY _____
Jessie Neal

TITLE Managing Partner

DATE December 20, 2012

Subscribed and sworn to before me this

the 20th day of December, 2012

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 89665
JOAN CULPEPPER
Commission Expires
May 27, 2016
LINCOLN COUNTY

_____
Notary Public

Joan Culpepper

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. 43BCSGG0029

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

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

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Water System Rehabilitation in the Hattiesburg Country Club Area- Contract B, City of Hattiesburg, Mississippi

CONTRACT DATED:

PROJECT:
(Name and address)

Water System Rehabilitation in the Hattiesburg Country Club Area- Contract B, City of Hattiesburg, Mississippi

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 16155-0001

, SURETY,

on bond of
(Insert name and address of Contractor)

Greenbriar Digging Service Limited Partnership
1941 Hwy 550 NW
Brookhaven, MS 39601

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 17, 2013
(Insert in writing the month followed by the numeric date and year.)

Hartford Fire Insurance Company
(Surety)

(Signature of authorized representative)

Attest:
(Seal): Peggy Jackson

Trina Cobb Attorney-in-Fact
(Printed name and title)
Resident Mississippi Agent
Bottrell Insurance

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: SurePath**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Trina Cobb *of* **Jackson, MS**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:
Bond No. 43BCSGG0029 on behalf of Greenbriar Digging Service Limited Partnership naming City of Hattiesburg as Obligee in the amount of See Bond Form
on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 17, 2013
Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

THE CITY OF HATTIESBURG
Water System Rehabilitation in the Hattiesburg Country Club Area

SUPPLEMENTAL AGREEMENT NO. 1

FORREST COUNTY, MISSISSIPPI

WHEREAS: We, Greenbriar Digging Service Limited Partnership, Contractor and Hartford Fire Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 3rd Day of April, 2012 for the Water System Rehabilitation in the Hattiesburg Country Club Area.

WHEREAS: The quantities shown in the awarded bid schedule shall be modified as reflected in the attached over-run/under-run statement.

Original Contract Price =	$254,700.00
Project Under-Run =	($12,018.00)
Revised Contract Amount =	$242,682.00

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, Greenbriar Digging Service Limited Partnership, Contractor and Hartford Fire Insurance Company, 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 _____day of APR 23 2013, 2013

Greenbriar Digging Service Limited Partnership

By:_____
Contractor Jessie Neal

Witness: Joni Culpepper
Joni Culpepper

The City of Hattiesburg, MS

By:_____
Johnny L. DuPree, Ph.D, Mayor

Witness:_____

Hartford Fire Insurance Company

By:_____
TRINA COBB
Attorney-In-Fact And
Resident Mississippi Agent

Witness: Neil Case
Neil Case

G:\PROJECTS\Hattiesburg_City Of\1242 - Water System Rehab Hburg Country Club\Corres\Contract B\1242B_Supplemental Agreement No.1.Docx

OVERRUNS & UNDERRUNS
PROJECT: Water System Rehab in the Country Club Area Contract B
CONTRACTOR: Greenbriar DSLP
1941 Hwy 550 NW, Brookhaven, MS 39601

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
1	Clearing & Grubbing	LS	1	1			$ 5,000.00	$ -	$ -
2	Remove and Replace Pipe Culvert, All Sizes	LF	188	0		188	$ 20.00	$ -	$ 3,760.00
3	Remove and Salvage of Existing Fire Hydrants	EA	1	3	2		$ 250.00	$ 500.00	$ -
4	Cut and Cap Existing Water Line to Stay in Service	EA	2	1		1	$ 500.00	$ -	$ 500.00
5	Granular material (Class 9, Group C) (Roadway Only)	CY	228	308	80		$ 10.00	$ 800.00	$ -
6	Asphalt Pavement Repair (All Thicknesses) (Roadway Only)	SY	560	667	107		$ 33.00	$ 3,531.00	$ -
7	6" PVC Water Line, C900, Class 200 (Open Cut)	LF	2380	2320		60	$ 13.00	$ -	$ 780.00
8	8" PVC Water Line, C900, Class 200 (Open Cut)	LF	4760	4778	18		$ 17.00	$ 306.00	$ -
9	12" Steel Casing (0.25 WT) (Bored) (All Depths)	LF	180	180			$ 70.00	$ -	$ -
10	16" Steel Casing (0.25 WT) (Bored) (All Depths)	LF	120	80		40	$ 85.00	$ -	$ 3,400.00
11	16" Steel Casing (0.25 WT) (Open Cut) (All Depths)	LF	30	80	50		$ 40.00	$ 2,000.00	$ -
12	6" Hot Tap w/Valve to Existing 12" Water Line	EA	2	2			$ 2,000.00	$ -	$ -
13	8" Hot Tap w/Valve to Existing 12" Water Line	EA	1	1			$ 2,500.00	$ -	$ -
14	Tie Proposed 6" Water Line to Exist 6" Water Line	EA	1	1			$ 500.00	$ -	$ -
15	Tie Proposed 6" Water Line to Esist 6" Water Line (w/Tee)	EA	1	1			$ 800.00	$ -	$ -
16	Tie Proposed 6" Water Line to Exist 8" Water Line (w/Tee)	EA	1	1			$ 900.00	$ -	$ -
17	Tie Proposed 8" Water Line to Exist 8" Water Line (w/Tee)	EA	1	0		1	$ 950.00	$ -	$ 950.00
18	6" Gate Valve	EA	3	3			$ 750.00	$ -	$ -
19	8" Gate Valve	EA	6	6			$ 1,050.00		
20	Three Way Fire Hydrant w/Appurtenances (Incl. Tee, 90 Bend, Pipe, Valve, Hydrant, Etc.)	EA	8	8			$ 3,000.00	$ -	$ -
21	Blow Off w/Valve	EA	1	1			$ 400.00	$ -	$ -
22	Reconnect Existing Service (Incl. Saddle, Service Tubing, Corp Stop, Fittings, Etc.) (Meter, Meter Box, and Yokes provided by owner)	EA	117	71		46	$ 160.00	$ -	$ 7,360.00
23	Service Line Bore	LF	1550	1069		481	$ 5.00	$ -	$ 2,405.00
24	Mobilization	LS	1	1			$ 5,000.00	$ -	$ -
25	Maintenance of Traffic	LS	1	1			$ 2,500.00	$ -	$ -
26	Grassing	LS	1	1			$ 6,500.00	$ -	$ -
27	Erosion Control (As Directed)	LS	1	1			$ 5,000.00	$ -	$ -
								$ 7,137.00	$ 19,155.00

PROJECT DECREASE	$ 12,018.00
Original Contract Amount	$ 254,700.00
Underrun	$ 12,018.00
Final Contract Amount	$ 242,682.00

THE CITY OF HATTIESBURG
Water System Rehabilitation in the Hattiesburg Country Club Area

SUPPLEMENTAL AGREEMENT NO. 1

FORREST COUNTY, MISSISSIPPI

WHEREAS: We, Greenbriar Digging Service Limited Partnership, Contractor and Hartford Fire Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 3rd Day of April, 2012 for the Water System Rehabilitation in the Hattiesburg Country Club Area.

WHEREAS: The quantities shown in the awarded bid schedule shall be modified as reflected in the attached over-run/under-run statement.

Original Contract Price =	$254,700.00
Project Under-Run =	($12,018.00)
Revised Contract Amount =	$242,682.00

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, Greenbriar Digging Service Limited Partnership, Contractor and Hartford Fire Insurance Company, 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 _____ day of APR 23 2013, 2013

Greenbriar Digging Service Limited Partnership

By: _____
Contractor Jessie Neal

Witness: Toni Culpepper
Toni Culpepper

The City of Hattiesburg, MS

By: _____
Johnny L. DuPree, Ph.D, Mayor

Witness: _____

Hartford Fire Insurance Company

By: _____
TRINA COBB
Attorney-In-Fact And
Resident Mississippi Agent

Witness: _____
Neil Case

OVERRUNS & UNDERRUNS
PROJECT: Water System Rehab in the Country Club Area Contract B
CONTRACTOR: Greenbriar DSLP
1941 Hwy 550 NW, Brookhaven, MS 39601

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
1	Clearing & Grubbing	LS	1	1			$ 5,000.00	$ -	$ -
2	Remove and Replace Pipe Culvert, All Sizes	LF	188	0		188	$ 20.00	$ -	$ 3,760.00
3	Remove and Salvage of Existing Fire Hydrants	EA	1	3	2		$ 250.00	$ 500.00	$ -
4	Cut and Cap Existing Water Line to Stay in Service	EA	2	1		1	$ 500.00	$ -	$ 500.00
5	Granular material (Class 9, Group C) (Roadway Only)	CY	228	308	80		$ 10.00	$ 800.00	$ -
6	Asphalt Pavement Repair (All Thicknesses) (Roadway Only)	SY	560	667	107		$ 33.00	$ 3,531.00	$ -
7	6" PVC Water Line, C900, Class 200 (Open Cut)	LF	2380	2320		60	$ 13.00	$ -	$ 780.00
8	8" PVC Water Line, C900, Class 200 (Open Cut)	LF	4760	4778	18		$ 17.00	$ 306.00	$ -
9	12" Steel Casing (0.25 WT) (Bored) (All Depths)	LF	180	180			$ 70.00	$ -	$ -
10	16" Steel Casing (0.25 WT) (Bored) (All Depths)	LF	120	80		40	$ 85.00	$ -	$ 3,400.00
11	16" Steel Casing (0.25 WT) (Open Cut) (All Depths)	LF	30	80	50		$ 40.00	$ 2,000.00	$ -
12	6" Hot Tap w/Valve to Existing 12" Water Line	EA	2	2			$ 2,000.00	$ -	$ -
13	8" Hot Tap w/Valve to Existing 12" Water Line	EA	1	1			$ 2,500.00	$ -	$ -
14	Tie Proposed 6" Water Line to Exist 6" Water Line	EA	1	1			$ 500.00	$ -	$ -
15	Tie Proposed 6" Water Line to Esist 6" Water Line (w/Tee)	EA	1	1			$ 800.00	$ -	$ -
16	Tie Proposed 6" Water Line to Exist 8" Water Line (w/Tee)	EA	1	1			$ 900.00	$ -	$ -
17	Tie Proposed 8" Water Line to Exist 8" Water Line (w/Tee)	EA	1	0		1	$ 950.00	$ -	$ 950.00
18	6" Gate Valve	EA	3	3			$ 750.00	$ -	$ -
19	8" Gate Valve	EA	6	6			$ 1,050.00		
20	Three Way Fire Hydrant w/Appurtenances (Incl. Tee, 90 Bend, Pipe, Valve, Hydrant, Etc.)	EA	8	8			$ 3,000.00	$ -	$ -
21	Blow Off w/Valve	EA	1	1			$ 400.00	$ -	$ -
22	Reconnect Existing Service (Incl. Saddle, Service Tubing, Corp Stop, Fittings, Etc.) (Meter, Meter Box, and Yokes provided by owner)	EA	117	71		46	$ 160.00	$ -	$ 7,360.00
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26	Grassing	LS	1	1			$ 6,500.00	$ -	$ -
27	Erosion Control (As Directed)	LS	1	1			$ 5,000.00	$ -	$ -
								$ 7,137.00	$ 19,155.00

PROJECT DECREASE	$ 12,018.00
Original Contract Amount	$ 254,700.00
Underrun	$ 12,018.00
Final Contract Amount	$ 242,682.00

City of Hattiesburg, MS

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

Master

File Number: 2013-0293

File ID: 2013-0293 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/14/2013

Brief Title: Authorize Mayor to execute Addendum No. 1 to the Professional Services Agreement with Neel-Schaffer, Inc. for the Downtown Improvements Project Phase I.

Final Action: 05/21/2013

Minute Book Number: MB2013-149

Title:

Authorize Mayor to execute Addendum No. 1 to the Professional Services Agreement with Neel-Schaffer, Inc. for the Downtown Improvements Project Phase I.

Notes: 072201.7230.27
+ $21,524.00

Sponsors:

Enactment Date:

Attachments: NS Downtown SA-Addendum 2, executed NS Downtown SA-Addendum 2

Enactment Number:

Contact:

Meeting Date: 05/21/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Authorize Mayor to execute Addendum No. 1 to the Professional Services Agreement with Neel-Schaffer, Inc. for the Downtown Improvements Project Phase I.

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

Yeas: 4 - Bradley, Delgado, Carroll and Ware

Nays: 0

Absent: 1 - Naylor

Yea:	4	President Bradley Council Member Delgado Council Member Carroll Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-0293

Title

Authorize Mayor to execute Addendum No. 1 to the Professional Services Agreement with Neel-Schaffer, Inc. for the Downtown Improvements Project Phase I.

Summary

Authorize Mayor to execute Addendum No. 1 to the Professional Services Agreement with Neel-Schaffer, Inc. for the Downtown Improvements Project Phase I.

Budget Information

072201.7230.27
Increase in contract amount $21,524.00

Expenditure Type

Regular Budget

Purchasing Item

Publication Information

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

May 14, 2013

Bertran Kuyrkendall, P.E.
Director of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: DOWNTOWN IMPROVEMENTS – PHASE I PROJECT
SUPPLEMENTAL AGREEMENT
CITY OF HATTIESBURG, MS

Dear Mr. Kuyrkendall:

Enclosed please find three (3) copies of a Supplemental Agreement for the professional services contract between the City of Hattiesburg and Neel Schaffer for the above referenced project.

If you have any questions, comments or need additional information concerning this matter, please feel free to call me at (601) 545-1565.

Sincerely,

NEEL-SCHAFFER, INC.

William F. (Billy) Waits, P.E., P.L.S

Attachments

Post Office Box 1487 •Hattiesburg, MS 39403-1487 •601.545.1565 • Fax 601.545.2267

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN THE

CITY OF HATTIESBURG

AND

NEEL-SCHAFFER, INC.

DOWNTOWN IMPROVEMENTS – PHASE I

THIS IS AN AMENDMENT made on _____, to the Prime Agreement for Professional Services (Prime Agreement) between the **CITY OF HATTIESBURG**, P. O. Box 1898, Hattiesburg, Mississippi 39403-1898 **(OWNER)** and **NEEL-SCHAFFER, INC.**, 704 Hardy Street, Hattiesburg, Mississippi 39401 **(ENGINEER)** executed on October 2, 2012 for Design Phase Services on the Downtown Improvements – Phase I Project. The original contract was a fixed fee amount of $98,450.00.

1. The **ENGINEER** and **OWNER** hereby agree to the following changes and amendments to the Prime Agreement, Exhibit A – Scope of Work, as requested by the Owner:

1. **Williams Street/East Hardy Street Roundabout Design**
2. **Extension of Streetscape & Sidewalk Limits on Hardy Street and Mcleod Street**
3. **Design of Roundabout and Hardy Street Extension Irrigation System**
4. **Prepare Bancorp South Landscaping Plan and Lee Site Parking Layout**
5. **Prepare Short Street Parking Area Layout and Design**
6. **Prepare Batson Street Brick Repair Layout and Design**

2. The **ENGINEER** and **OWNER** hereby agree to the described changes and amendments to the Prime Agreement, Exhibit A, and agree to revise the total compensation of the Prime Agreement to: Total: $119,974.00

IN WITNESS WHEREOF, the parties hereto have made and executed this **Agreement** as of the day and year first written above.

OWNER: CITY OF HATTIESBURG	**ENGINEER: NEEL-SCHAFFER, INC.**
_____	_____
WITNESS: _____	**WITNESS:** _____

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

September 10, 2012

Honorable Johnny L. DuPree, Ph.D.
Mayor
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

Reference: HATTIESBURG DOWNTOWN IMPROVEMETNS – PHASE I
LETTER AGREEMENT FOR PROFESSIONAL SERVICES

Dear Mr. DuPree:

Neel-Schaffer is pleased to submit this Letter Agreement for professional services to design the Hattiesburg Downtown Improvements - PHASE I. We will provide our services as described in the enclosed Exhibit A, "Scope of Work". Design/bidding phase services will be performed for a fixed fee of $98,450.00. Construction phase and Implementation phase services will be performed on an hourly basis with an estimated amount of $118,430.00.

All services will be performed in accordance with 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: 10-2-12

EXHIBIT A

Downtown Improvements – PHASE I

Scope of Work

The scope of work will include the following:
Engineering design and bidding of the following aspects of the project.

- Supplemental boundary and topographic surveying for Roundabout.
- Engineering and Bidding Services.
- Construction Phase Services
- Public Relations and Information Support

I- TWO WAY TRAFFIC:
Construction plans shall be prepared for the conversion of one-way streets of Pine and Front to two-way traffic. Corresponding traffic signals will be removed and replaced with 4 way stop signs. Existing traffic signals on Main Street will be modified.

II - ON-STREET PARKING:
Construction plans shall be prepared to alter on-street parking in the downtown area. Existing on-street parking striping will be removed, and restriped in accordance to the new on-street parking layout to increase the amount of on-street parking. Approximately ***100*** on-street parking spaces will be added to the downtown area.

III - ROUNDABOUT:
Construction plans shall be prepared for a roadway roundabout at the West Pine/Hardy intersection, to include drainage, curbing, paving, striping, landscaping and sidewalk improvements.

IV - WAYFINDING:
Construction plans shall be prepared for the construction of Primary and Secondary Gateway (directional signs) in prominent locations around the City, as outlined in the previously prepared report.

The scope of this contract WILL NOT include right-of-way acquisition, wetland delineation and mitigation, traffic study or any environmental assessments.

N

NOT TO SCALE

PHASE I IMPROVEMENTS

LEGEND:

ON STREET PARKING STRIPING

CONVERT ONE WAY TRAFFIC TO TWO WAY TRAFFIC

MODIFY EXISTING TRAFFIC SIGNAL FOR TWO WAY TRAFFIC

REMOVE TRAFFIC SIGNAL AND REPLACE WITH STOP SIGNAGE

PROPOSED ROUNDABOUT

EXHIBIT A-1

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 14, 2013

Bertran Kuyrkendall, P.E.
Director of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: DOWNTOWN IMPROVEMENTS – PHASE I PROJECT
SUPPLEMENTAL AGREEMENT
CITY OF HATTIESBURG, MS

Dear Mr. Kuyrkendall:

Enclosed please find three (3) copies of a Supplemental Agreement for the professional services contract between the City of Hattiesburg and Neel Schaffer for the above referenced project.

If you have any questions, comments or need additional information concerning this matter, please feel free to call me at (601) 545-1565.

Sincerely,

NEEL-SCHAFFER, INC.

William F. (Billy) Waits, P.E., P.L.S

Attachments

Post Office Box 1487 •Hattiesburg, MS 39403-1487 •601.545.1565 • Fax 601.545.2267

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN THE

CITY OF HATTIESBURG

AND

NEEL-SCHAFFER, INC.

DOWNTOWN IMPROVEMENTS – PHASE I

THIS IS AN AMENDMENT made on _____, to the Prime Agreement for Professional Services (Prime Agreement) between the **CITY OF HATTIESBURG**, P. O. Box 1898, Hattiesburg, Mississippi 39403-1898 **(OWNER)** and **NEEL-SCHAFFER, INC.**, 704 Hardy Street, Hattiesburg, Mississippi 39401 **(ENGINEER)** executed on October 2, 2012 for Design Phase Services on the Downtown Improvements – Phase I Project. The original contract was a fixed fee amount of $98,450.00.

1. The **ENGINEER** and **OWNER** hereby agree to the following changes and amendments to the Prime Agreement, Exhibit A – Scope of Work, as requested by the Owner:

1. **Williams Street/East Hardy Street Roundabout Design**
2. **Extension of Streetscape & Sidewalk Limits on Hardy Street and Mcleod Street**
3. **Design of Roundabout and Hardy Street Extension Irrigation System**
4. **Prepare Bancorp South Landscaping Plan and Lee Site Parking Layout**
5. **Prepare Short Street Parking Area Layout and Design**
6. **Prepare Batson Street Brick Repair Layout and Design**

2. The **ENGINEER** and **OWNER** hereby agree to the described changes and amendments to the Prime Agreement, Exhibit A, and agree to revise the total compensation of the Prime Agreement to: Total: $119,974.00

IN WITNESS WHEREOF, the parties hereto have made and executed this **Agreement** as of the day and year first written above.

OWNER: CITY OF HATTIESBURG

WITNESS:

ENGINEER: NEEL-SCHAFFER, INC.

WITNESS:

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

September 10, 2012

Honorable Johnny L. DuPree, Ph.D.
Mayor
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

Reference: HATTIESBURG DOWNTOWN IMPROVEMETNS – PHASE I
LETTER AGREEMENT FOR PROFESSIONAL SERVICES

Dear Mr. DuPree:

Neel-Schaffer is pleased to submit this Letter Agreement for professional services to design the Hattiesburg Downtown Improvements - PHASE I. We will provide our services as described in the enclosed Exhibit A, "Scope of Work". Design/bidding phase services will be performed for a fixed fee of $98,450.00. Construction phase and Implementation phase services will be performed on an hourly basis with an estimated amount of $118,430.00.

All services will be performed in accordance with 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: 10-2-12

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267

EXHIBIT A

Downtown Improvements – PHASE I

Scope of Work

The scope of work will include the following:
Engineering design and bidding of the following aspects of the project.

- Supplemental boundary and topographic surveying for Roundabout.
- Engineering and Bidding Services.
- Construction Phase Services
- Public Relations and Information Support

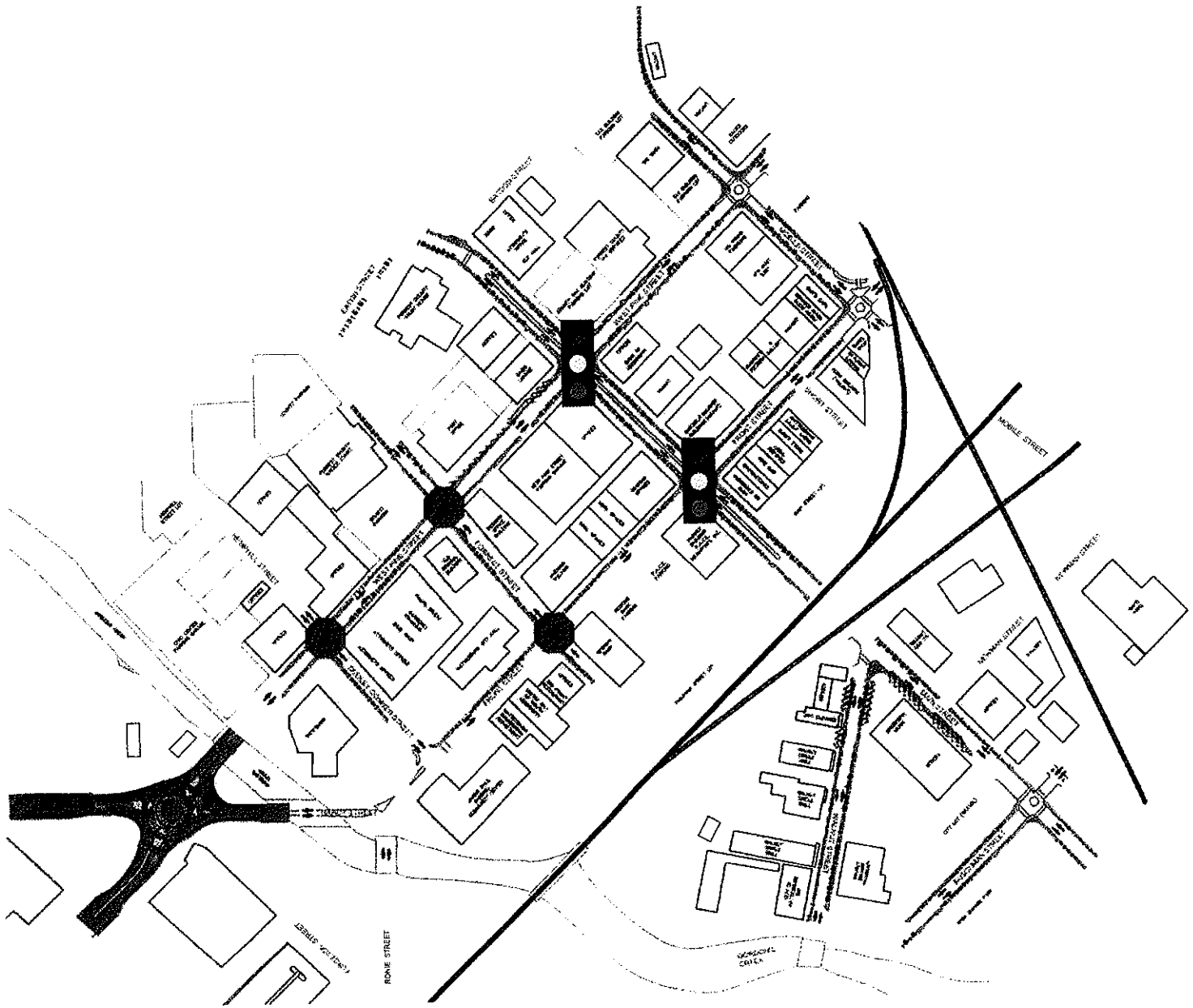
I- TWO WAY TRAFFIC:
Construction plans shall be prepared for the conversion of one-way streets of Pine and Front to two-way traffic. Corresponding traffic signals will be removed and replaced with 4 way stop signs. Existing traffic signals on Main Street will be modified.

II - ON-STREET PARKING:
Construction plans shall be prepared to alter on-street parking in the downtown area. Existing on-street parking striping will be removed, and restriped in accordance to the new on-street parking layout to increase the amount of on-street parking. Approximately ***100*** on-street parking spaces will be added to the downtown area.

III - ROUNDABOUT:
Construction plans shall be prepared for a roadway roundabout at the West Pine/Hardy intersection, to include drainage, curbing, paving, striping, landscaping and sidewalk improvements.

IV - WAYFINDING:
Construction plans shall be prepared for the construction of Primary and Secondary Gateway (directional signs) in prominent locations around the City, as outlined in the previously prepared report.

The scope of this contract WILL NOT include right-of-way acquisition, wetland delineation and mitigation, traffic study or any environmental assessments.



N

NOT TO SCALE

PHASE I IMPROVEMENTS

LEGEND:

- ON STREET PARKING STRIPING
- CONVERT ONE WAY TRAFFIC TO TWO WAY TRAFFIC
- MODIFY EXISTING TRAFFIC SIGNAL FOR TWO WAY TRAFFIC
- REMOVE TRAFFIC SIGNAL AND REPLACE WITH STOP SIGNAGE
- PROPOSED ROUNDABOUT

EXHIBIT A-1

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.

City of Hattiesburg, MS

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

Master

File Number: 2013-0292

File ID: 2013-0292 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/14/2013

Brief Title: Authorize Mayor to execute Addendum No. 2 to the Midtown Preliminary Engineering Contract with Hattiesburg Resources Group, LLC (HRG) originally approved at MB 2012-1/397.

Final Action: 05/21/2013

Minute Book Number: MB2013-149-150

Title:

Authorize Mayor to execute Addendum No. 2 to the Midtown Preliminary Engineering Contract with Hattiesburg Resources Group, LLC (HRG) originally approved at MB 2012-1/397.

Notes:

Sponsors: **Enactment Date:**

Attachments: Midtown Addendum No 2, executed Midtown Addendum No 2

Enactment Number:

Contact: **Meeting Date:** 05/21/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Authorize Mayor to execute Addendum No. 2 to the Midtown Preliminary Engineering Contract with Hattiesburg Resources Group, LLC (HRG) originally approved at MB 2012-1/397.

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

Yeas: 4 - Bradley, Delgado, Carroll and Ware

Nays: 0

Absent: 1 - Naylor

Yea:	4	President Bradley Council Member Delgado Council Member Carroll Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-0292

Title

Authorize Mayor to execute Addendum No. 2 to the Midtown Preliminary Engineering Contract with Hattiesburg Resources Group, LLC (HRG) originally approved at MB 2012-1/397.

Summary

Authorize Mayor to execute Addendum No. 2 to the Midtown Preliminary Engineering Contract with Hattiesburg Resources Group, LLC (HRG) originally approved at MB 2012-1/397.

Budget Information

072201.6015 $16,050.00

Expenditure Type

Regular Budget

Purchasing Item

Publication Information

HRG
HATTIESBURG RESOURCE GROUP, LLC
ENGINEERING SOLUTIONS FOR SOUTH MISSISSIPPI

May 14, 2013

Mayor Johnny DuPree, PhD
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: HATTIESBURG RESOURCE GROUP, LLC
MIDTOWN PRELIMINARY ENGINEERING DESIGN
ADDENDUM NO. 2

Dear Mayor DuPree:

Hattiesburg Resource Group, LLC (HRG) is pleased to provide professional services to assist the City of Hattiesburg for the preliminary engineering design of the MIDTOWN project.

Our services for ADDENDUM NO. 2 will be performed, as described on the attached Scope of Work (Exhibit "A"), for the additional services requested on S. 30th Avenue, Alley running adjacent to Hardy Street and Bus Transfer Station and Bus Stops .

Compensation for ADDENDUM NO. 2 will be performed on an hourly basis with a not-to-exceed fee of $16,050.00.

Please indicate your acceptance of this Agreement by executing both original documents and returning one to our office. Thank you for the opportunity to be of continued service to you.

Sincerely,

HATTIESBURG RESOURCE GROUP, LLC

ACCEPTED:

BY: _____

DATE: _____

_____ _____
Shea McNease, P.E. Michael Essary, P.E.

Exhibit "A"

City of Hattiesburg

Midtown Preliminary Engineering Design

ADDENDUM NO. 2

Scope of Work

		Hours	Rate	Total
Task 1	**Identification into existing scope**			
1.1	Identification into existing scope	4	$100.00	$400.00
Task 2	**Coordination**			
2.1	Identify and document prior planning efforts	4	$130.00	$520.00
2.2	Coordinate with current planning effort (Midtown Consultant Team)	7	$130.00	$910.00
Task 3	**Design Development**			
3.1	Roadway Plan Component for S. 30th Ave, Alley running adjacent to Hardy Street and Bus Transfer Station and Bus Stops			
	a. Develop overall engineering layouts that include:			
	1. Roadway Configuration, based on form based land use code typical sections	45	$100.00	$4,500.00
	2. Landscape improvements	35	$100.00	$3,500.00
	3. Sidewalks	25	$100.00	$2,500.00
Task 3	**Implementation**			
4.3	Cost estimates	14	$130.00	$1,820.00
Task 4	**Deliverable**			
5.1	Format all inventory, plans and narratives into draft document	4	$100.00	$400.00
5.2	Revise based on comments	10	$100.00	$1,000.00
5.3	Provide (10) print copies and 1 digital copy of final plan to City	5	$100.00	$500.00
			Total Fee =	**$16,050.00**

W ARLINGTON LOOP
31ST AVE
LORRAINE ST
W ARLINGTON LOOP
29TH AVE
AUGUSTA ST
28TH AVE.
ALLEY
HARDY ST
HWY 49

HRG
HATTIESBURG RESOURCE GROUP, LLC
ENGINEERING SOLUTIONS FOR SOUTH MISSISSIPPI

May 14, 2013

Mayor Johnny DuPree, PhD
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: HATTIESBURG RESOURCE GROUP, LLC
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ADDENDUM NO. 2

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Please indicate your acceptance of this Agreement by executing both original documents and returning one to our office. Thank you for the opportunity to be of continued service to you.

Sincerely,

HATTIESBURG RESOURCE GROUP, LLC

Shea McNease, P.E. Michael Essary, P.E.

ACCEPTED:

BY: _____

DATE: 5/21/13

Exhibit "A"

City of Hattiesburg

Midtown Preliminary Engineering Design

ADDENDUM NO. 2

Scope of Work

		Hours	Rate	Total
Task 1	**Identification into existing scope**			
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5.3	Provide (10) print copies and 1 digital copy of final plan to City	5	$100.00	$500.00
			Total Fee =	**$16,050.00**

LORRAINE ST
ARLINGTON
H AVE

City of Hattiesburg, MS

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

Master

File Number: 2013-0279

File ID: 2013-0279 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/14/2013

Brief Title: Grant Easement to Pearl River Valley EPA allowing access to the Hwy 98 West Booster Station. **Final Action:** 05/21/2013

Minute Book Number: MB2013-150

Title:

Authorize granting of Right of Way Easement to Pearl River Valley Electric Power Association as described in attached Exhibit A allowing access to the Hwy 98 West Booster Station for the installation and maintenance of electric power; Authorize Mayor to execute said Easement.

Notes:

Sponsors: **Enactment Date:**

Attachments: Easement-Pearl River Valley EPA, executed
Easement - Pearl River Valley EPA

Enactment Number:

Contact: **Meeting Date:** 05/21/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Authorize granting of Right of Way Easement to Pearl River Valley Electric Power Association as described in attached Exhibit A allowing access to the Hwy 98 West Booster Station for the installation and maintenance of electric power; Authorize Mayor to execute said Easement.

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

Yeas: 4 - Bradley, Delgado, Carroll and Ware

Nays: 0

Absent: 1 - Naylor

Yea:	4	President Bradley Council Member Delgado Council Member Carroll Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-0279

Title

Authorize granting of Right of Way Easement to Pearl River Valley Electric Power Association as described in attached Exhibit A allowing access to the Hwy 98 West Booster Station for the installation and maintenance of electric power; Authorize Mayor to execute said Easement.

Summary

Authorize granting of Right of Way Easement to Pearl River Valley Electric Power Association as described in attached Exhibit A allowing access to the Hwy 98 West Booster Station for the installation and maintenance of electric power; Authorize Mayor to execute said Easement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

FOR CHANCERY CLERK USE ONLY

County	Section	Township	Range	Book	Page
Prepared by & Return to:	Pearl River Valley Electric Power Association, P. O. Box 1217, Columbia, MS 39429				

RIGHT-OF-WAY EASEMENT

STATE OF MISSISSIPPI
COUNTY OF Forrest

MSEP _____ JOB NO _____
PRVEPA 24std (Revised 02-1-2013) MAP NO _____

THIS EASEMENT, made on date shown below by and between **Pearl River Valley Electric Power Association whose address is 1422 Highway 13 North, Columbia, Mississippi, 39429-1217, phone number 601-736-2666,** (hereinafter the "Association") and The City of Hattiesburg, phone 601-545-4640,
address P.O. Box 1898, Hattiesburg, MS 39403-1898,
and _____, phone _____,
address _____, (hereinafter the "Grantor").

WHEREAS, in accordance with Association's By-Laws, Section 1.09, and Service Rules and Regulations, Section V.2, a member of Association shall execute, deliver, and grant to Association a right-of-way easement for furnishing electric service to member and/or other members of Association;

WHEREAS, Grantor is owner, lessee, and/or authorized agent of certain lands (hereinafter "Grantor's land") situated in part of the SE 1/4 of the SE 1/4 of Section 10 T-4-N, R-14-W, Lamar County, MS
as more particularly described in instruments on file and of record in the Chancery Clerk's office of said county;

WHEREAS, Grantor hereby gives his consent and approval to Association for the creation of a right-of-way easement over, across, and under Grantor's land, See Exhibit "A";

NOW THEREFORE, Grantor hereby grants unto Association, its successors, and assigns, a perpetual utility easement in, upon, over, across, along, and under portions of Grantor's land, (hereinafter "Easement Area"), for the installation and maintenance of electric distribution power lines, wires, equipment, and Association's communication cables (hereinafter "facilities"). Facilities installed hereunder shall remain the property of Association and Association shall be solely responsible for the construction, operation, and maintenance of facilities within Easement Area. Grantor also agrees to license, permit, or otherwise agree to the joint pole use or occupancy of the facilities by any other association or corporation having a current joint use agreement with Association for communication or television purposes.

IN FURTHER consideration of the promises, mutual covenants, and agreements contained herein, Association and Grantor agree as follows:

1. **Location and Width of Easement Area:** Location of Easement Area on Grantor's land shall be determined by the actual centerline placement of facilities by Association during the initial construction of facilities, or by description thereof by exhibit attached hereto. Width of Easement Area shall be determined by "Facility Type" described below and measured from centerline of facilities.

Facility Type (width on either side of power line centerline with total width shown in parenthesis)	**Single Phase**	**Three Phase**
a. Anchors; Guys; & Overhead Services, 600 volts or less	5 (10) ft.	5 (10) ft.
b. Facilities along, beside, adjacent to Roads, Streets, Highways, Lanes, Alleys, & Property Lines	25 (50) ft.	25 (50) ft.
c. Facilities within landscaped, maintained yards & 100 ft. from Residence & Business w/HVAC	10 (20) ft.	15 (30) ft.
d. All Other Overhead Facilities	15 (30) ft.	25 (50) ft.
e. All Underground Facilities	7.5 (15) ft.	7.5 (15) ft.

2. **Ingress and Egress:** Association shall have free ingress and egress over Easement Area and over adjoining land of Grantor's property to the extent necessary for the purposes contained herein, using gates, lanes, driveways, roads, and adjoining public roads where reasonably necessary and practical as determined by Association.
3. **Use of Easement Area:** Association shall have right to place, construct, reconstruct, upgrade, improve, alter, operate, use, inspect, patrol, maintain, repair, replace, relocate, read meter, leave de-energized, modify, or remove its facilities within Easement Area, and make such changes, alterations, substitutions, additions to or extensions of its facilities within Easement Area as it may deem advisable, including right to increase the number of wires, cables, lines, or equipment, for the distribution of electrical energy and technological purposes (including but not limited to Association's control, data acquisition, and operation of facilities).

4. **Damages to Property:** Association shall be liable to Grantor for any physical damages to Grantor's land and property situated within and outside Easement Area caused by the negligence of Association, its employees, agents, or contractors. Association shall repair, or at the option of Association reimburse Grantor for the reasonable costs of repairs for any such physical damage, provided repairs are mutually agreed upon by both Grantor and Association. Likewise, Grantor shall be liable to Association for any damages to Association's facilities located on, under, or within Easement Area caused by negligence of Grantor.
5. **Grantor's rights unaffected:** Grantor reserves the right to use and enjoy the land contained within Easement Area in any manner not inconsistent with the rights and privileges granted to Association, including, but not limited to, the right to construct driveways, roads, streets, sidewalks, entranceways, parking lots, or uses of like nature, over and across said Easement Area, provided said uses shall be subject to federal, state, and local safety codes, and Grantor does not construct or install buildings, signs, post and/or fence within Easement Area containing underground facilities, or other like structure within Easement Area that will interfere or conflict with Association facilities without first notifying and obtaining Association's consent. Association shall have right to withhold permission for such construction or installation if within Association's sole opinion said construction will interfere or conflict with Association's facilities.
6. **Maintenance of vegetation:** Association shall have the right from time to time to: (a) clear, cut, trim, control growth, apply herbicides to, and remove trees, shrubbery, brush, and other growth and obstructions of any kind and description within entire Easement Area to keep such growth and obstructions clear of facilities; and (b) cut down or trim any and all dead, decayed, diseased, weak, leaning, or dangerous tree ("Danger Tree") now or hereafter located on that part of Grantor's land outside Easement Area that is tall enough to fall within 5 feet of Association's wires or any other part of the facilities, provided Association notifies Grantor prior to cutting any danger tree that is not dead, diseased, or decayed.
7. **Notice of buried structures:** Association is responsible for calling the Mississippi 811 System for locating other buried utilities and for damages to other utilities within Easement Area caused by Association's negligence. Prior to Association's placement of any facilities on Grantor's land or property, Grantor shall give Association notice of the presence and location of any buried structures not owned by other utilities such as water line, septic tank, field line, etc., situated in or under Grantor's land. Association shall not be responsible for damages to any buried structure, except for other utilities covered under the Mississippi 811 System, now in place or hereafter placed and installed within Grantor's land that Grantor did not make known to Association.
8. **Underground facilities:** The following additional provisions shall apply to any Easement Area granted for underground facilities:
   a. Grantor agrees to clear and remove any and all growth, material, and obstructions from Easement Area prior to Association installing underground facilities;
   b. Grade slope within an Easement Area shall not exceed 25 percent. If slope exceeds 25 percent, Grantor shall be responsible for grading slope to 25 percent or less, or Association may shift its facilities laterally until such grade slope is available;
   c. After installation of underground facilities, Association shall back-fill all trenches to grade level without compacting. Grantor shall be solely responsible for compacting back-filled trenches and back-filling any settlement of trenches and excavated areas. Association shall not be responsible for damages to roads, streets, parking lots, sidewalks, or other surfaced areas caused by or resulting from the settlement of trenches and excavated areas. Grantor will indemnify and hold Association harmless against any and all claims or liability for property damage or injury to persons or animals due to or as a result of settlement of trenched or excavated areas;
   d. Association shall have the right to dig up, remove, or destroy any landscaping and/or paved areas located or situated in Easement Area in order to maintain, inspect, operate, or reconstruct its facilities. Association shall repair and restore any part of a paved area so removed or destroyed to the same condition that existed prior thereto or may be reasonably possible. Grantor shall bear the sole risk for any damage to any signs, shrubbery, trees, fences, landscaping, or structures situated within Easement Area resulting from any work or other activities performed by Association in accordance with this right-of-way easement; and Association shall not be liable or responsible for any such damage;
   e. A minimum separation of 4 feet is required between Association's underground facilities and facilities of any other utility or structure placed within Easement Area. Location and/or depth for each utility's facilities shall be established by mutual agreement of the utilities or construction drawings approved by the utilities, or by exhibit attached hereto.
9. **Underground facilities in subdivision or development:** All provisions in paragraph 8.0 above and the following additional provisions shall apply to any Easement Area granted for underground facilities within a platted subdivision or development:
   a. Grantor agrees to establish for all lots or parcels presently designated on recorded plat, or as hereafter surveyed, laid out, and re-platted, a 15 foot wide Easement Area (i) adjacent, along, and beside all roads, streets, thoroughfares, lanes, and alleys, (ii) adjacent, along, and beside all property lines of each individual lot or parcel (excluding lot lines where multi-tenant buildings are connected across lot lines), (iii) within all landscaped lanes and green areas, and (iv) within each individual lot or parcel from Association's transformer to meter or delivery point;
   b. Association will determine the meter location for any lot designated as "zero-lot-line" and/or any lot with less than a 15 foot "setback". For such lots, Grantor shall be responsible for furnishing and installing at Grantor's expense electrical conduits from the electric meter to Association's transformer or pedestal in accordance with Association's specifications;
   c. Grantor agrees that in the event that Grantor makes any change to or expansion of subdivision or development that requires the relocation of facilities installed in any Easement Area, Association will relocate its facilities at the sole cost and expense of Grantor provided that: (1) such relocation is sound and feasible from an engineering standpoint, and (2) Grantor grants Association an alternative, adequate easement, as determined by Association, for said relocation;
   d. If all or portions of adjacent lots are sold as one parcel, or lots are re-platted, and no Association facilities exist between lot lines within said parcels, the easement established by this document between said lot lines of any such parcel shall terminate;
   e. The terms and provisions of any separate Contract Agreement for Electrical Facilities entered into between Association, Grantor, or Developer for a platted subdivision or development shall be incorporated herein as if fully written into this Right-of-Way Easement.
10. **Use of Grantor's land:** Association agrees to use land for purpose authorized in this easement. During the period of construction, maintenance, inspection, repair, or reconstruction of facilities, Grantor grants unto Association the right to use such parts of Grantor's land that abut Easement Area that are necessary and reasonable to allow Association to bring machinery, supplies, and equipment to the area of construction, and to place thereon during the period of such work any equipment, supplies, and materials excavated from Easement Area. Upon completion of such work, Association shall, at its sole cost and expense, restore the surface of Grantor's land abutting Easement Area to the same condition existing prior to such activity as may be reasonably possible.
11. **Relocation of Facilities:** After facilities are installed by Association, Grantor shall not make any change to the surface grade and elevation, or change the property layout, and/or use of Grantor's land that would require Association to relocate its facilities within Easement Area without Association's prior written approval.
12. **Termination of Easement:** All prior right-of-way easements granted to Association for same Easement Area described herein or for adjacent facilities that are relocated to Easement Area described herein are hereby cancelled and released. In the event right-of-way easement granted ceases to be utilized for purposes described herein or is abandoned, excluding facilities intentionally left de-energized for providing two-way feeds, emergency back-up, etc., and for any period of non-use due to force majeure, e.g., Acts of God, wars, strikes, and other reasons beyond Association's control, said easement shall automatically terminate and return to Grantor or its assigns. All above ground facilities within cancelled or released Easement Area will be removed by Association and upon completion of such work will restore Easement Area to same condition existing prior to such removal activity.

13. **Warranty of title:** Grantor hereby represents and covenants that he(she) is the owner, lessee, and/or authorized agent of the above described lands, warrants that he(she) has legal authority to grant this easement, and agrees to indemnify and save and hold harmless Association, its officers, agents, and employees from any and all liens, claims, costs, liability, damages, and/or legal fees for or on account of Association's use of said easement from Grantor's misrepresentation of his(her) legal authority to execute this easement. This Right-of-Way Easement shall be binding upon Grantor, his legal representatives, heirs, executors, administrators, successors, and assigns. Grantor agrees that any instrument executed or given from and after the date hereof relating to Grantor's land shall be given subject to this easement and the existence of this easement shall be recited in any such instrument.
14. **Waiver:** Association's failure to exercise any right granted herein or its failure to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements contained herein shall in no way be construed to constitute a waiver, relinquishment, or release of such rights, obligations, covenants, or agreements.

IN WITNESS WHEREOF, the above and foregoing easement is hereby granted and made effective on the _____ day of _____, _____, subject to all of its terms, conditions, and provisions provided for herein.

WITNESS (Legal Name): **GRANTOR (Legal Name):** _____

_____ ◄Signature► _____

◄Print Name & Title►

GRANTOR ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid County and State, on this _____ day of _____, _____, within my jurisdiction, the within named _____, who acknowledged that he(she) executed the above and foregoing instrument as owner of said lands, or he(she) is authorized to execute easement by said company, and that for and on behalf of 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.

My commission expires: _____ Notary Public _____

WITNESS ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid County and State, on this _____ day of _____, _____, within my jurisdiction, _____, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he(she) saw the above named _____, whose name is subscribed thereto, sign, and deliver the same to Pearl River Valley Electric Power Association; and that Affiant subscribed his(her) name as a witness thereto in the presence of _____.

My commission expires: _____ Notary Public _____

WITNESS (Legal Name): **GRANTOR (Legal Name):** _____

_____ ◄Signature► _____

◄Print Name & Title►

GRANTOR ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid County and State, on this _____ day of _____, _____, within my jurisdiction, the within named _____, who acknowledged that he(she) executed the above and foregoing instrument as owner of said lands, or he(she) is authorized to execute easement by said company, and that for and on behalf of 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.

My commission expires: _____ Notary Public _____

WITNESS ACKNOWLEDGEMENT

STATE OF _____

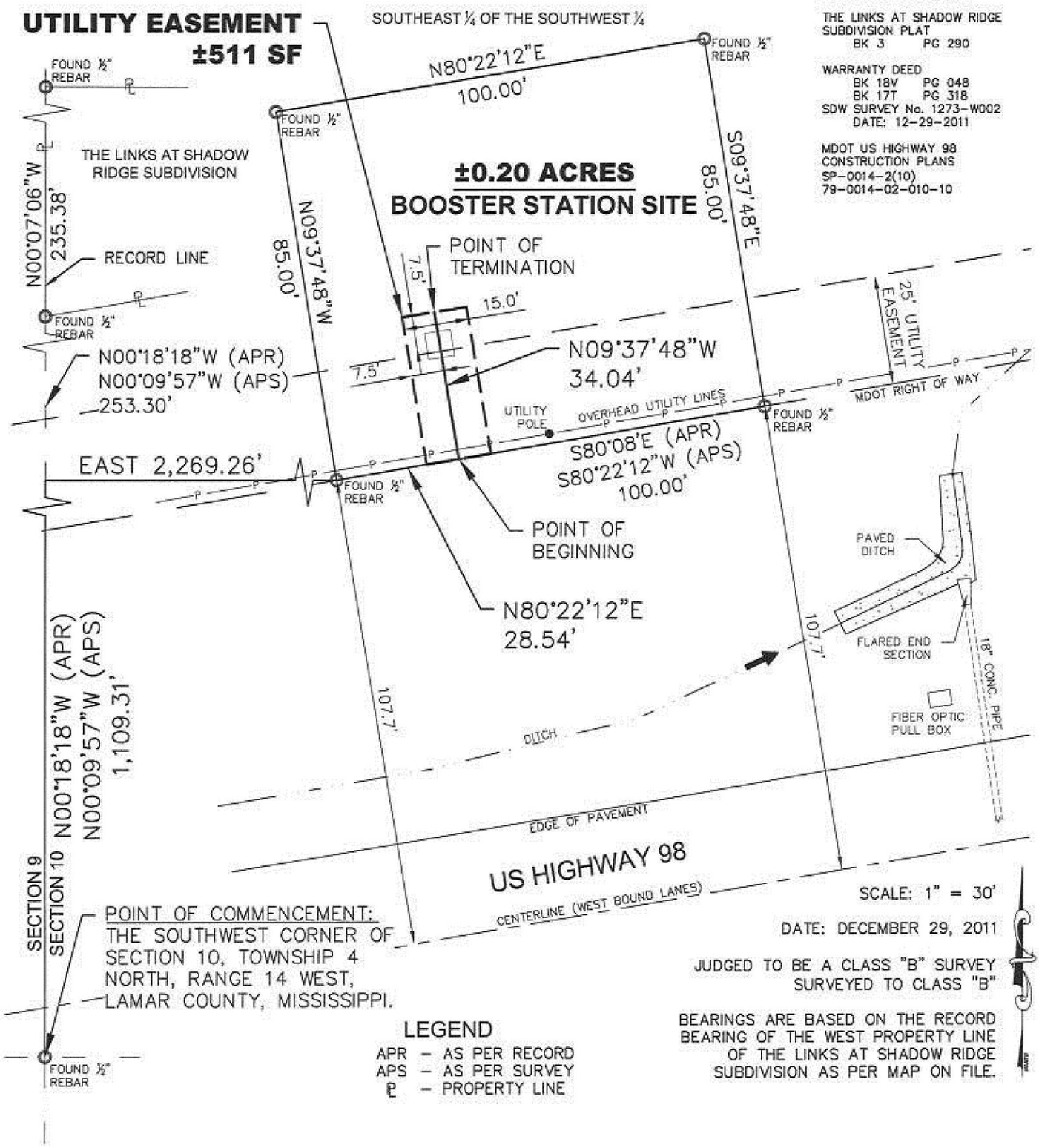
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid County and State, on this _____ day of _____, _____, within my jurisdiction, _____, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he(she) saw the above named _____, whose name is subscribed thereto, sign, and deliver the same to Pearl River Valley Electric Power Association; and that Affiant subscribed his(her) name as a witness thereto in the presence of _____.

My commission expires: _____ Notary Public _____

EXHIBIT 'A'

UTILITY EASEMENT PLAT



REFERENCE MATERIALS:
LAMAR COUNTY TAX MAP

THE LINKS AT SHADOW RIDGE SUBDIVISION PLAT
BK 3 PG 290

WARRANTY DEED
BK 18V PG 048
BK 17T PG 318
SDW SURVEY No. 1273-W002
DATE: 12-29-2011

MDOT US HIGHWAY 98
CONSTRUCTION PLANS
SP-0014-2(10)
79-0014-02-010-10

STATE OF MISSISSIPPI
COUNTY OF LAMAR
CITY OF HATTIESBURG

A 15.0 foot wide Utility Easement being part of the Southeast ¼ of the Southwest ¼ of Section 10, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi, and being more particularly described as being 7.5 feet on either side of a Line described as Commencing at a ½ Inch Rebar representing the Southwest Corner of the Southwest ¼ of said Southwest ¼ of Section 10, thence run N00°09'57"W along the West Line of said Southwest ¼ of the Southwest ¼ for 1,109.31 feet, thence run East for 2,269.26 feet to a Point on the Northern Right of Way Line of US Highway 98 and the Southwest Corner of the Grantor's Property, thence run N80°22'12"E along said Northern Right of Way Line for 28.54 feet to the Point of Beginning; thence run N09°37'48"W for 34.04 feet to the Point of Termination, comprising 511 Square Feet, more or less.

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SD-W.COM
P: (601) 544 - 1821
F: (601) 544 - 0501

THIS DOCUMENT IS NOT A LEGAL SURVEY.

FOR CHANCERY CLERK USE ONLY					
County	**Section**	**Township**	**Range**	**Book**	**Page**
Prepared by & Return to:	Pearl River Valley Electric Power Association, P. O. Box 1217, Columbia, MS 39429				

RIGHT-OF-WAY EASEMENT

STATE OF MISSISSIPPI MSEP _____ JOB NO _____

COUNTY OF Forrest PRVEPA 24std (Revised 02-1-2013) MAP NO _____

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address P.O. Box 1898, Hattiesburg, MS 39403-1898,
and _____, phone _____,
address _____, (hereinafter the "Grantor").

WHEREAS, in accordance with Association's By-Laws, Section 1.09, and Service Rules and Regulations, Section V.2, a member of Association shall execute, deliver, and grant to Association a right-of-way easement for furnishing electric service to member and/or other members of Association;

WHEREAS, Grantor is owner, lessee, and/or authorized agent of certain lands (hereinafter "Grantor's land") situated in part of the SE 1/4 of the SE 1/4 of Section 10
T-4-N, R-14-W, Lamar County, MS
as more particularly described in instruments on file and of record in the Chancery Clerk's office of said county;

WHEREAS, Grantor hereby gives his consent and approval to Association for the creation of a right-of-way easement over, across, and under Grantor's land, See Exhibit "A"
_____
_____;

NOW THEREFORE, Grantor hereby grants unto Association, its successors, and assigns, a perpetual utility easement in, upon, over, across, along, and under portions of Grantor's land, (hereinafter "Easement Area"), for the installation and maintenance of electric distribution power lines, wires, equipment, and Association's communication cables (hereinafter "facilities"). Facilities installed hereunder shall remain the property of Association and Association shall be solely responsible for the construction, operation, and maintenance of facilities within Easement Area. Grantor also agrees to license, permit, or otherwise agree to the joint pole use or occupancy of the facilities by any other association or corporation having a current joint use agreement with Association for communication or television purposes.

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1. **Location and Width of Easement Area:** Location of Easement Area on Grantor's land shall be determined by the actual centerline placement of facilities by Association during the initial construction of facilities, or by description thereof by exhibit attached hereto. Width of Easement Area shall be determined by "Facility Type" described below and measured from centerline of facilities.

Facility Type (width on either side of power line centerline with total width shown in parenthesis)	**Single Phase**	**Three Phase**
a. Anchors; Guys; & Overhead Services, 600 volts or less	5 (10) ft.	5 (10) ft.
b. Facilities along, beside, adjacent to Roads, Streets, Highways, Lanes, Alleys, & Property Lines	25 (50) ft.	25 (50) ft.
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3. **Use of Easement Area:** Association shall have right to place, construct, reconstruct, upgrade, improve, alter, operate, use, inspect, patrol, maintain, repair, replace, relocate, read meter, leave de-energized, modify, or remove its facilities within Easement Area, and make such changes, alterations, substitutions, additions to or extensions of its facilities within Easement Area as it may deem advisable, including right to increase the number of wires, cables, lines, or equipment, for the distribution of electrical energy and technological purposes (including but not limited to Association's control, data acquisition, and operation of facilities).

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5. **Grantor's rights unaffected:** Grantor reserves the right to use and enjoy the land contained within Easement Area in any manner not inconsistent with the rights and privileges granted to Association, including, but not limited to, the right to construct driveways, roads, streets, sidewalks, entranceways, parking lots, or uses of like nature, over and across said Easement Area, provided said uses shall be subject to federal, state, and local safety codes, and Grantor does not construct or install buildings, signs, post and/or fence within Easement Area containing underground facilities, or other like structure within Easement Area that will interfere or conflict with Association facilities without first notifying and obtaining Association's consent. Association shall have right to withhold permission for such construction or installation if within Association's sole opinion said construction will interfere or conflict with Association's facilities.
6. **Maintenance of vegetation:** Association shall have the right from time to time to: (a) clear, cut, trim, control growth, apply herbicides to, and remove trees, shrubbery, brush, and other growth and obstructions of any kind and description within entire Easement Area to keep such growth and obstructions clear of facilities; and (b) cut down or trim any and all dead, decayed, diseased, weak, leaning, or dangerous tree ("Danger Tree") now or hereafter located on that part of Grantor's land outside Easement Area that is tall enough to fall within 5 feet of Association's wires or any other part of the facilities, provided Association notifies Grantor prior to cutting any danger tree that is not dead, diseased, or decayed.
7. **Notice of buried structures:** Association is responsible for calling the Mississippi 811 System for locating other buried utilities and for damages to other utilities within Easement Area caused by Association's negligence. Prior to Association's placement of any facilities on Grantor's land or property, Grantor shall give Association notice of the presence and location of any buried structures not owned by other utilities such as water line, septic tank, field line, etc., situated in or under Grantor's land. Association shall not be responsible for damages to any buried structure, except for other utilities covered under the Mississippi 811 System, now in place or hereafter placed and installed within Grantor's land that Grantor did not make known to Association.
8. **Underground facilities:** The following additional provisions shall apply to any Easement Area granted for underground facilities:
   a. Grantor agrees to clear and remove any and all growth, material, and obstructions from Easement Area prior to Association installing underground facilities;
   b. Grade slope within an Easement Area shall not exceed 25 percent. If slope exceeds 25 percent, Grantor shall be responsible for grading slope to 25 percent or less, or Association may shift its facilities laterally until such grade slope is available;
   c. After installation of underground facilities, Association shall back-fill all trenches to grade level without compacting. Grantor shall be solely responsible for compacting back-filled trenches and back-filling any settlement of trenches and excavated areas. Association shall not be responsible for damages to roads, streets, parking lots, sidewalks, or other surfaced areas caused by or resulting from the settlement of trenches and excavated areas. Grantor will indemnify and hold Association harmless against any and all claims or liability for property damage or injury to persons or animals due to or as a result of settlement of trenched or excavated areas;
   d. Association shall have the right to dig up, remove, or destroy any landscaping and/or paved areas located or situated in Easement Area in order to maintain, inspect, operate, or reconstruct its facilities. Association shall repair and restore any part of a paved area so removed or destroyed to the same condition that existed prior thereto or may be reasonably possible. Grantor shall bear the sole risk for any damage to any signs, shrubbery, trees, fences, landscaping, or structures situated within Easement Area resulting from any work or other activities performed by Association in accordance with this right-of-way easement; and Association shall not be liable or responsible for any such damage;
   e. A minimum separation of 4 feet is required between Association's underground facilities and facilities of any other utility or structure placed within Easement Area. Location and/or depth for each utility's facilities shall be established by mutual agreement of the utilities or construction drawings approved by the utilities, or by exhibit attached hereto.
9. **Underground facilities in subdivision or development:** All provisions in paragraph 8.0 above and the following additional provisions shall apply to any Easement Area granted for underground facilities within a platted subdivision or development:
   a. Grantor agrees to establish for all lots or parcels presently designated on recorded plat, or as hereafter surveyed, laid out, and re-platted, a 15 foot wide Easement Area (i) adjacent, along, and beside all roads, streets, thoroughfares, lanes, and alleys, (ii) adjacent, along, and beside all property lines of each individual lot or parcel (excluding lot lines where multi-tenant buildings are connected across lot lines), (iii) within all landscaped lanes and green areas, and (iv) within each individual lot or parcel from Association's transformer to meter or delivery point;
   b. Association will determine the meter location for any lot designated as "zero-lot-line" and/or any lot with less than a 15 foot "setback". For such lots, Grantor shall be responsible for furnishing and installing at Grantor's expense electrical conduits from the electric meter to Association's transformer or pedestal in accordance with Association's specifications;
   c. Grantor agrees that in the event that Grantor makes any change to or expansion of subdivision or development that requires the relocation of facilities installed in any Easement Area, Association will relocate its facilities at the sole cost and expense of Grantor provided that: (1) such relocation is sound and feasible from an engineering standpoint, and (2) Grantor grants Association an alternative, adequate easement, as determined by Association, for said relocation;
   d. If all or portions of adjacent lots are sold as one parcel, or lots are re-platted, and no Association facilities exist between lot lines within said parcels, the easement established by this document between said lot lines of any such parcel shall terminate;
   e. The terms and provisions of any separate Contract Agreement for Electrical Facilities entered into between Association, Grantor, or Developer for a platted subdivision or development shall be incorporated herein as if fully written into this Right-of-Way Easement.
10. **Use of Grantor's land:** Association agrees to use land for purpose authorized in this easement. During the period of construction, maintenance, inspection, repair, or reconstruction of facilities, Grantor grants unto Association the right to use such parts of Grantor's land that abut Easement Area that are necessary and reasonable to allow Association to bring machinery, supplies, and equipment to the area of construction, and to place thereon during the period of such work any equipment, supplies, and materials excavated from Easement Area. Upon completion of such work, Association shall, at its sole cost and expense, restore the surface of Grantor's land abutting Easement Area to the same condition existing prior to such activity as may be reasonably possible.
11. **Relocation of Facilities:** After facilities are installed by Association, Grantor shall not make any change to the surface grade and elevation, or change the property layout, and/or use of Grantor's land that would require Association to relocate its facilities within Easement Area without Association's prior written approval.
12. **Termination of Easement:** All prior right-of-way easements granted to Association for same Easement Area described herein or for adjacent facilities that are relocated to Easement Area described herein are hereby cancelled and released. In the event right-of-way easement granted ceases to be utilized for purposes described herein or is abandoned, excluding facilities intentionally left de-energized for providing two-way feeds, emergency back-up, etc., and for any period of non-use due to force majeure, e.g., Acts of God, wars, strikes, and other reasons beyond Association's control, said easement shall automatically terminate and return to Grantor or its assigns. All above ground facilities within cancelled or released Easement Area will be removed by Association and upon completion of such work will restore Easement Area to same condition existing prior to such removal activity.

13. **Warranty of title:** Grantor hereby represents and covenants that he(she) is the owner, lessee, and/or authorized agent of the above described lands, warrants that he(she) has legal authority to grant this easement, and agrees to indemnify and save and hold harmless Association, its officers, agents, and employees from any and all liens, claims, costs, liability, damages, and/or legal fees for or on account of Association's use of said easement from Grantor's misrepresentation of his(her) legal authority to execute this easement. This Right-of-Way Easement shall be binding upon Grantor, his legal representatives, heirs, executors, administrators, successors, and assigns. Grantor agrees that any instrument executed or given from and after the date hereof relating to Grantor's land shall be given subject to this easement and the existence of this easement shall be recited in any such instrument.
14. **Waiver:** Association's failure to exercise any right granted herein or its failure to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements contained herein shall in no way be construed to constitute a waiver, relinquishment, or release of such rights, obligations, covenants, or agreements.

IN WITNESS WHEREOF, the above and foregoing easement is hereby granted and made effective on the 21st day of May, 2013, subject to all of its terms, conditions, and provisions provided for herein.

WITNESS (Legal Name): **GRANTOR (Legal Name):** City of Hattiesburg

Johnny L. DuPree, Mayor ◄Signature►

◄Print Name & Title►

GRANTOR ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid County and State, on this _____ day of _____, _____, within my jurisdiction, the within named _____, who acknowledged that he(she) executed the above and foregoing instrument as owner of said lands, or he(she) is authorized to execute easement by said company, and that for and on behalf of 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.

My commission expires: _____ Notary Public _____

WITNESS ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid County and State, on this _____ day of _____, _____, within my jurisdiction, _____, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he(she) saw the above named _____, whose name is subscribed thereto, sign, and deliver the same to Pearl River Valley Electric Power Association; and that Affiant subscribed his(her) name as a witness thereto in the presence of _____.

My commission expires: _____ Notary Public _____

WITNESS (Legal Name): **GRANTOR (Legal Name):** _____

_____ ◄Signature► _____

◄Print Name & Title►

GRANTOR ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid County and State, on this _____ day of _____, _____, within my jurisdiction, the within named _____, who acknowledged that he(she) executed the above and foregoing instrument as owner of said lands, or he(she) is authorized to execute easement by said company, and that for and on behalf of 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.

My commission expires: _____ Notary Public _____

WITNESS ACKNOWLEDGEMENT

STATE OF _____

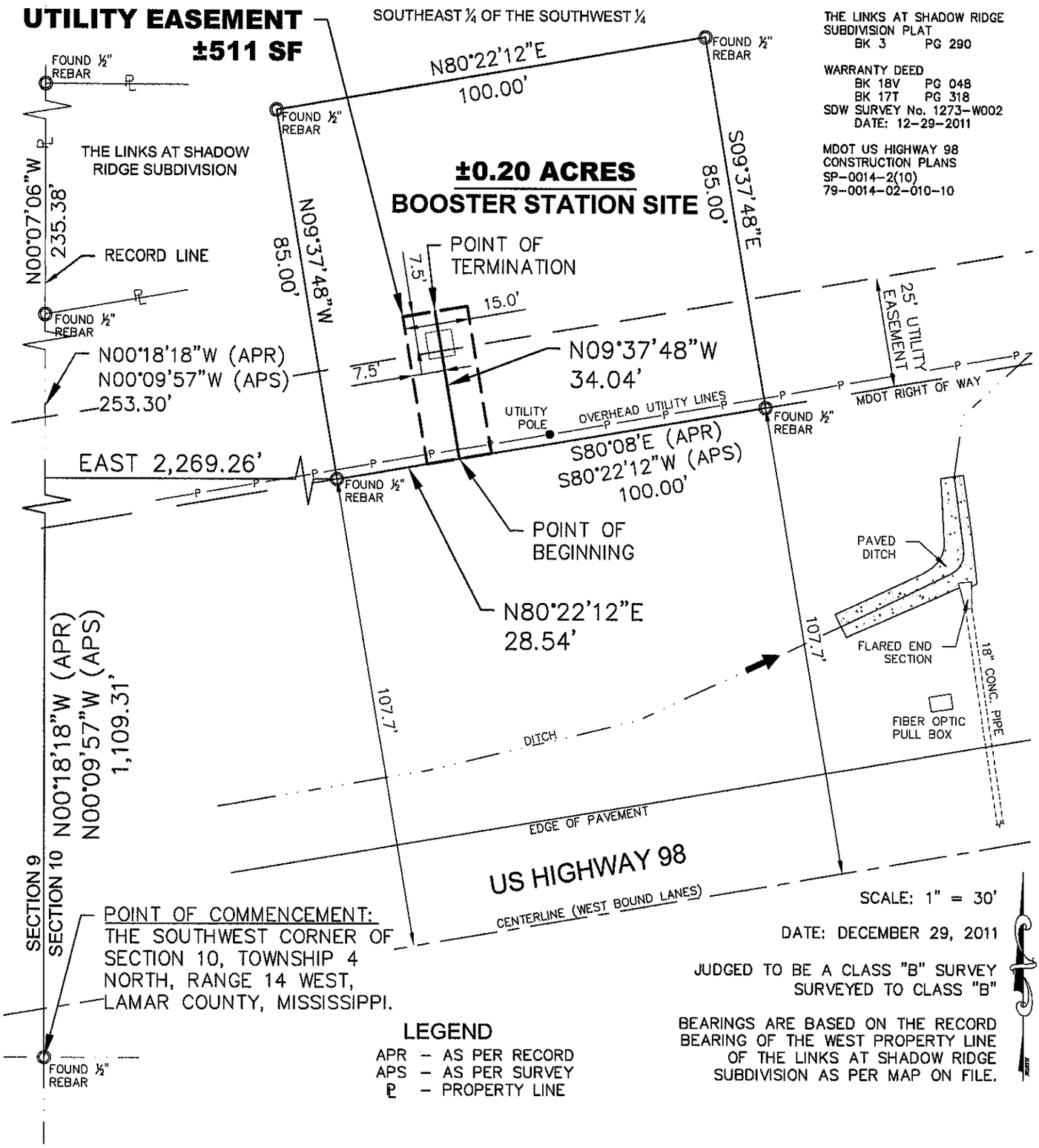
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid County and State, on this _____ day of _____, _____, within my jurisdiction, _____, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he(she) saw the above named _____, whose name is subscribed thereto, sign, and deliver the same to Pearl River Valley Electric Power Association; and that Affiant subscribed his(her) name as a witness thereto in the presence of _____.

My commission expires: _____ Notary Public _____

EXHIBIT 'A'

UTILITY EASEMENT PLAT



REFERENCE MATERIALS:
LAMAR COUNTY TAX MAP

THE LINKS AT SHADOW RIDGE SUBDIVISION PLAT
BK 3 PG 290

WARRANTY DEED
BK 18V PG 048
BK 17T PG 318
SDW SURVEY No. 1273-W002
DATE: 12-29-2011

MDOT US HIGHWAY 98
CONSTRUCTION PLANS
SP-0014-2(10)
79-0014-02-010-10

SCALE: 1" = 30'

DATE: DECEMBER 29, 2011

JUDGED TO BE A CLASS "B" SURVEY
SURVEYED TO CLASS "B"

BEARINGS ARE BASED ON THE RECORD BEARING OF THE WEST PROPERTY LINE OF THE LINKS AT SHADOW RIDGE SUBDIVISION AS PER MAP ON FILE.

LEGEND

APR – AS PER RECORD
APS – AS PER SURVEY
℄ – PROPERTY LINE

STATE OF MISSISSIPPI
COUNTY OF LAMAR
CITY OF HATTIESBURG

A 15.0 foot wide Utility Easement being part of the Southeast ¼ of the Southwest ¼ of Section 10, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi, and being more particularly described as being 7.5 feet on either side of a Line described as Commencing at a ½ Inch Rebar representing the Southwest Corner of the Southwest ¼ of said Southwest ¼ of Section 10, thence run N00°09'57"W along the West Line of said Southwest ¼ of the Southwest ¼ for 1,109.31 feet, thence run East for 2,269.26 feet to a Point on the Northern Right of Way Line of US Highway 98 and the Southwest Corner of the Grantor's Property, thence run N80°22'12"E along said Northern Right of Way Line for 28.54 feet to the Point of Beginning; thence run N09°37'48"W for 34.04 feet to the Point of Termination, comprising 511 Square Feet, more or less.

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SD-W.COM
P: (601) 544 - 1821
F: (601) 544 - 0501

THIS DOCUMENT IS NOT A LEGAL SURVEY.

City of Hattiesburg, MS

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

Master

File Number: 2013-0291

File ID: 2013-0291 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/14/2013

Brief Title: TIGER V Grant Application for the Mid Town Infrastructure Improvements Project. **Final Action:**

Minute Book Number: MB2013-151

Title:

Authorize submission of TIGER V Grant application to the United States Department of Transportation for the Mid Town Infrastructure Improvements Project.

Notes: $3,000,000.00 Local Match

Sponsors: **Enactment Date:**

Attachments: Midtown Letter - 2013, executed Midtown Letter - 2013 **Enactment Number:**

Contact: **Meeting Date:** 05/21/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013					

Text of Legislative File 2013-0291

Title

Authorize submission of TIGER V Grant application to the United States Department of Transportation for the Mid Town Infrastructure Improvements Project.

Summary

Authorize submission of TIGER V Grant application to the United States Department of Transportation for the Mid Town Infrastructure Improvements Project.

Budget Information

$3,000,000.00 Local Share

Expenditure Type

TIGER V Grant

Purchasing Item

Publication Information

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Dave J. Ware, II*	*Henry Naylor*

May 21, 2013

Mr. Howard Hill
TIGER IV Discretionary Grant Program Manager
US Department of Transportation
1200 New Jersey Avenue, SE, W84-224
Washington, DC 20590

RE: MIDTOWN INFRASTRUCTURE IMPROVEMENTS PROJECT – TIGER V GRANT APPLICATION

Dear Mr. Hill:

Please accept this letter representing our support for the proposed Mid Town Infrastructure Improvements project. The City of Hattiesburg will support this application financially in the amount of $3,000,000.00 as part of a local match.

We look forward to working with the other members of the local partnership in a project that will be a catalyst to create a vibrant mixed-use district by constructing a complete streets network within the Midtown area.

Sincerely,

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

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Dave J. Ware, II*	*Henry Naylor*

May 21, 2013

Mr. Howard Hill
TIGER IV Discretionary Grant Program Manager
US Department of Transportation
1200 New Jersey Avenue, SE, W84-224
Washington, DC 20590

RE: MIDTOWN INFRASTRUCTURE IMPROVEMENTS PROJECT – TIGER V GRANT APPLICATION

Dear Mr. Hill:

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We look forward to working with the other members of the local partnership in a project that will be a catalyst to create a vibrant mixed-use district by constructing a complete streets network within the Midtown area.

Sincerely,

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

City of Hattiesburg, MS

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

Master

File Number: 2013-0289

File ID:	2013-0289	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/14/2013
Brief Title:	TIGER V Grant application for the Twin Forks Parkway Project.			**Final Action:**	
				Minute Book Number:	MB2013-151

Title:

Authorize submission of TIGER V Grant application to the United States Department of Transportation for the Twin Forks Parkway Project.

Notes: $2,250,000.00 Local Share

Sponsors:		**Enactment Date:**	
Attachments:	Twin Forks Letter - 2013, TFR Exhibit, executed Twin Forks Letter - 2013	**Enactment Number:**	
Contact:		**Meeting Date:**	05/21/2013
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013					

Text of Legislative File 2013-0289

Title

Authorize submission of TIGER V Grant application to the United States Department of Transportation for the Twin Forks Parkway Project.

Summary

Authorize submission of TIGER V Grant application to the United States Department of Transportation for the Twin Forks Parkway Project.

Budget Information

$2,250,000.00 Local Share

Expenditure Type

TIGER V Grant

Purchasing Item

Publication Information

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Dave J. Ware, II*	*Henry Naylor*

May 21, 2013

Mr. Howard Hill
TIGER IV Discretionary Grant Program Manager
US Department of Transportation
1200 New Jersey Avenue, SE, W84-224
Washington, DC 20590

RE: TWIN FORKS PARKWAY PROJECT – TIGER V GRANT APPLICATION

Dear Mr. Hill:

Please accept this letter representing our support for the proposed Twin Forks Parkway project. The City of Hattiesburg will support this application financially in the amount of two million two hundred fifty thousand dollars ($2,250,000.00) as part of a local match.

We look forward to working with the other members of the local partnership in a project that will improve access for our citizens living on the eastern side of town to the rest of our city.

Sincerely,

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

Twin Forks Parkway

Overall Plan

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Dave J. Ware, II*	*Henry Naylor*

May 21, 2013

Mr. Howard Hill
TIGER IV Discretionary Grant Program Manager
US Department of Transportation
1200 New Jersey Avenue, SE, W84-224
Washington, DC 20590

RE: TWIN FORKS PARKWAY PROJECT – TIGER V GRANT APPLICATION

Dear Mr. Hill:

Please accept this letter representing our support for the proposed Twin Forks Parkway project. The City of Hattiesburg will support this application financially in the amount of two million two hundred fifty thousand dollars ($2,250,000.00) as part of a local match.

We look forward to working with the other members of the local partnership in a project that will improve access for our citizens living on the eastern side of town to the rest of our city.

Sincerely,

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

City of Hattiesburg, MS

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

Master

File Number: 2013-0269

File ID:	2013-0269	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/07/2013
Brief Title:	MDOT UYC grant 2013 MOU			**Final Action:**	
				Minute Book Number:	MB2013-151

Title: Authorize submission of MDOT Urban Youth Corps 2013 grant award paperwork in the amount of $35,000.

Notes: four copies of MOU to be signed and returned to MDOT with copy of council minutes

Sponsors:		**Enactment Date:**	
Attachments:	HBG MDOT UYC MOU 2013, executed HBG MDOT UYC MOU 2013	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Brett Benson	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013					

Text of Legislative File 2013-0269

Title
Authorize submission of MDOT Urban Youth Corps 2013 grant award paperwork in the amount of $35,000.

Summary
Budget Information
Expenditure Type
Purchasing Item
Publication Information

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

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

May 3, 2013

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

SUBJECT: City of Hattiesburg – Urban Youth Corps Program 2013

Dear Mayor Dupree:

We are pleased to congratulate you on receiving 2013 Urban Youth Corps Funds that have been made available to you by the Mississippi Department of Transportation (MDOT). On April 23, 2013, the Mississippi Transportation Commission (MTC) approved up to $35,000.00 in Federal SAFTEA-LU Funds. These funds require a local match of 20 percent for the total cost of the project.

Enclosed are four (4) copies of the Memorandum of Understanding (MOU) between your City and the MDOT. This MOU must be executed before continuing with the development of your program, and the City must pass a board or council order authorizing its execution.. You must sign all four copies of the MOU and have your signature attested. Please return all four copies along with a copy of your board or council order to the MDOT as soon as possible. We will forward two (2) fully executed copies for your file and use.

Please note revised language in Section 1(s) of the MOU regarding press releases and promotional materials. Attached is a sample press release for dissemination of any public information pertaining to the Urban Youth Corps program. Additionally, in Section 4 of the MOU, please note a deadline date of October 31, 2013, for expenses incurred.

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 or via email at pmorgan@mdot.ms.gov.

Sincerely,

Jeffrey C. Altman

Jeffrey C. Altman, P.E.
State Engineer for Local Public Agencies

JCA:phm

Pc: Commissioner Tom King, Southern District
Tim Ryan, Assistant to the Commissioner, Southern District
Melinda McGrath, Executive Director
Mark McConnell, Chief Engineer
Randy Battey, Assistant Chief Engineer, Operations, MDOT
Kelly Castleberry, District 6 Engineer, MDOT
David Seyfarth, District 6 LPA Engineer/Coordinator, MDOT

RECEIVED
MAY 07 2013

Contact: Michael Flood, MDOT Media & Community Relations
(601) 359-7074 or mflood@mdot.ms.gov
www.GoMDOT.com

MDOT Partners with City of (insert city name) for Urban Youth Corps Program

JACKSON, Miss., (insert date) – The Mississippi Department of Transportation (MDOT) and the City of (insert city) recently announced that (insert city) will provide job opportunities in transportation-related settings to individuals between the ages of 16 and 25 as part of the 2013 Urban Youth Corps Program.

Eligible cities are awarded $35,000 in Federal Highway Administration funds for their Urban Youth Corps Program, which provides participants with on-the-job training, work experience and basic life skills.

"We're excited about this opportunity for our youth," said (insert area) District Transportation Commissioner (insert name). "This experience will not only provide employment and training, but also introduce youth to transportation-related work. The intent behind this program is to educate this younger generation about the transportation industry, MDOT, and the many careers available in this industry."

"The Urban Youth Corps Program provides jobs and on-site training for our youth," said (insert city official name or their quote here). "It's a good day anytime we can put someone to work."

(Insert city name) has selected (insert name of project) for this year's Urban Youth Corps Program. Participants will (insert full description of project).

Individuals wishing to learn more about (insert city name) 2013 Urban Youth Corps Program should contact (insert city official/department name, phone number and email address).

# # #

For more information about MDOT, visit www.GoMDOT.com. Follow and "Like" MississippiDOT on Twitter and Facebook or visit www.MDOTtraffic.com for traffic alerts and updates. Never drive distracted - pull off the road to a safe location before checking these web or social media sites.

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: 2013 Urban Youth Corps program to do landscaping and scenic beautification within highway rights-of-way along Highway 49N and 49S from Interstate 59 to the City of Hattiesburg limit lines, (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 $35,000 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").

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, 2013. 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 _____, 2013, 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 _____, 2013, Minute Book _____, and Page No. ____.

ATTEST: _____
Secretary, Transportation Commission

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: 2013 Urban Youth Corps program to do landscaping and scenic beautification within highway rights-of-way along Highway 49N and 49S from Interstate 59 to the City of Hattiesburg limit lines, (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 $35,000 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").

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, 2013. 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.

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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.

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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.

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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 of Hattiesburg,
(City)

LOCATED IN THE COUNTY OF Forrest/Lamar,

MAYOR

5/21/13
DATE

Authorized on the 21st day of May, 2013, 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 _____, 2013, 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: 2013-0274

File ID: 2013-0274 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/14/2013

Brief Title: Authorize Mayor to Enter into a Lease Agreement between the City of Hattiesburg and Daytona Harley Davidson **Final Action:**

Minute Book Number: MB2013-152

Title:

Authorize Mayor to Enter into a Lease Agreement between the City of Hattiesburg and Daytona Harley Davidson for the lease of twelve motorcycles for the Hattiesburg Police Department for One Year, with the option to renew for One Year, commencing on April 1, 2013 and ending on March 31, 2014.

Notes:

Sponsors: **Enactment Date:**

Attachments: 05-21-Harley Lease Agreement, executed
05-21-Harley Lease Agreement

Enactment Number:

Contact: **Meeting Date:** 05/21/2013

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013					

Text of Legislative File 2013-0274

Title

Authorize Mayor to Enter into a Lease Agreement between the City of Hattiesburg and Daytona Harley Davidson for the lease of twelve motorcycles for the Hattiesburg Police Department for One Year, with the option to renew for One Year, commencing on April 1, 2013 and ending on March 31, 2014.

Summary

Authorize Mayor to Enter into a Lease Agreement between the City of Hattiesburg and

Daytona Harley Davidson

BRUCE ROSSMEYER'S
HARLEY-DAVIDSON
POLICE & FLEET SALES

Barry T. Kuhnly
Manager

April 30, 2013

Lt. Harris Tapp
Hattiesburg Police Department
#1 Government Plaza
Hattiesburg, MS 39401

Dear Lt. Tapp:

Enclosed please find four original signed copies of the new police motorcycle lease agreement for the twelve police motorcycles. Please have all four signed and return two to me at the Daytona address along with updated proof of insurance.

If you have any further questions please feel free to contact me at any time. My cell phone number is 954-257-2073.

Sincerely,

Barry T Kuhnly
Manager, Police and Fleet Sales
Bruce Rossmeyer's Daytona Harley-Davidson

Daytona Harley-Davidson • 1637 North US Hwy 1 • Ormond Beach, FL 32174
Cell: 954-257-2073 • Fax: 386-671-7077 • E-mail: bkuhnly@brucerossmeyer.com

MOTORCYCLE LEASE AGREEMENT

This Motorcycle Lease Agreement (the "Lease") is made this 21st day of February, 2013 by and between Bruce Rossmeyer's Daytona Harley-Davidson, 1637 North US HWY 1, Ormond Beach, FL 32174, ("Dealer" or "Lessor") and The City of Hattiesburg Police Department, (the "Department" or "Lessee"), whose address is #1 Government Plaza, Hattiesburg, Mississippi 39401 for the lease of police motorcycles (hereinafter referred to as "the vehicles") as described in Exhibit "A" attached hereto, for use by the Department's authorized employees in the performance of police-related or law-enforcement duties. The terms and conditions of the Lease are as follows:

1. **Term**: The term of this Lease shall be twelve (12) months commencing on April 1, 2013 and ending on March 31, 2014. Lessee shall have the right to extend or renew the term of this Lease for one year provided that Lessor agrees upon the same terms and conditions as provided in the Lease. In the event Lessee elects to exercise its option to renew the terms of this Lease then Lessee shall provide Lessor with written notice of its election. Such written notice must be submitted to the Lessor within 90 days of the end of the lease.

2. **Payment**: Lessee shall make monthly lease payments to Lessor in the amount of **$325.00** for each vehicle commencing April 1, 2013. In the event Lessee is subject to budgetary constraints, an alternative payment plan for the lease (i.e. a lump-sum payment) can be arranged with Lessor.

3. **Miscellaneous Fees**: Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for each of the leased vehicles. Any cost associated with the installation of a police package, or any additional equipment purchased by the department for the vehicles will be the responsibility of the Lessee.

4. **Delivery and Return**: The Lessor shall deliver to Lessee the vehicles ready for service to the Hattiesburg Police Department, #1 Government Plaza, Hattiesburg, Mississippi. At the end of the lease the Lessor shall pick up the vehicles at the same location.

5. **Maintenance, Repairs and Operating Expenses**: Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicles that are not covered by warranty. Lessee agrees to service the vehicles by a certified technician according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicles must not invalidate any warranty. In addition to required maintenance the vehicles when returned to Lessor shall have only normal wear. Any damage by misuse, neglect, or damage from accidents will be the responsibility of the Lessee.

6. **Use and Subleasing**: Lessee agrees that the vehicles (a) will be operated only by authorized licensed drivers employed by Lessee as law-enforcement officers; (b) will be kept free of all fines, liens and encumbrances; (c) will not be used illegally, improperly, for hire, or contrary to the manufacturer's recommendations; and (d) will not be altered, marked or have equipment installed on them without Lessor's consent. Police emergency equipment and markings are acceptable.

7. **Insurance**: During the term of the Lease Lessee must maintain public liability and physical damage insurance on the vehicles that covers both Lessee and Lessor. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor will evidence of this insurance. Lessee's insurance policy must provide that Lessor will be notified in writing at least 10 days before the insurance is cancelled or coverage altered and that Lessor, or its representatives, may have full access to any claim file in the event of an insurable loss. In the event of a total loss or destruction of vehicles, Lessee's maximum exposure shall be the Dealer's cost of the vehicle as shown on its books/records.

Lessor or Dealer shall provide the Lessee or Department with evidence of insurance as follows: Workers Compensation, General Liability, Automobile Liability, and Errors and Omissions (Professional) Liability.

Lessors or Dealers insurance shall apply only when the vehicles are in Dealer's care, custody or control.

8. **Notice of Accidents and Cooperation**: Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicles. Lessee will make a complete report to Lessor within 48 hours after any accident, theft or loss involving the vehicles.

9. **Indemnification**: Lessee agrees to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorneys fees, arising out of the use of the vehicles while in the care, custody or control of the Lessee.

10. **Limitation of Liability**: Lessor shall not be liable for any indirect or consequential damages or inconvenience (except for those relating to personal injury) which may result to Lessor from any damages to, or defect in, the vehicles for the time needed to repair or service the vehicles. Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor makes no express warranties covering the vehicles. In particular, Lessor makes no express warranties of vehicle condition, merchantability, durability or fitness for a particular purpose of use covering the vehicle, and Lessor expressly disclaims any such express warranties.

11. **Return of the Vehicles**: At the end of the Lease, the Department must return the vehicles to Lessor in good condition, without damage, excessive wear or use and with all the original equipment installed by the manufacturer.

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DAYTONA HARLEY DAVIDSON

By: _____
Barry Kuhnly, Manager
Police/Fleet Sales & Leasing

Date: 4/29/13

THE CITY OF HATTIESBURG, MS

By: _____
Signature

Title: _____

_____

EXHIBIT "A"

February 21, 2013

Lessee's Name: The City of Hattiesburg Police Department

Model Year: 2013

Model Description: FLHP Road King, solid black with anti-lock brakes

Number of Units: 12

Vehicle Identification Number:

1. 1HD1FHM10DB666191
2. 1HD1FHM18DB666844
3. 1HD1FHM12DB666953
4. 1HD1FHM16DB667717
5. 1HD1FHM18DB669078
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Barry Kuhnly, Manager
Police/Fleet Sales & Leasing

Date: 4/29/13

THE CITY OF HATTIESBURG, MS

By: _____
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Barry Kuhnly, Manager
Police/Fleet Sales & Leasing

Date: 4/29/13

THE CITY OF HATTIESBURG, MS

By: _____
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THE CITY OF HATTIESBURG, MS

By: _____
Signature

Title: Mayor

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City of Hattiesburg, MS

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

Master

File Number: 2013-0283

File ID: 2013-0283 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/14/2013

Brief Title: Acknowledge receipt of bids on May 9, 2013 for the Quinn Street Pedestrian Bridge Rehabilitation Project, and award contract to Bush Construction Co., Inc. in the amount of $35,665.54 as being the lowest and best bid received.

Final Action:

Minute Book Number: MB2013-152

Title:

Acknowledge receipt of bids on May 9, 2013 for the Quinn Street Pedestrian Bridge Rehabilitation Project, and award contract to Bush Construction Co., Inc. in the amount of $35,665.54 as being the lowest and best bid received.

Notes:

Sponsors: **Enactment Date:**

Attachments: Bid Tab, 1289 BridgePlns_2013-03-21_signed **Enactment Number:**

Contact: **Meeting Date:** 05/21/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013					

Text of Legislative File 2013-0283

Title

Acknowledge receipt of bids on May 9, 2013 for the Quinn Street Pedestrian Bridge Rehabilitation Project, and award contract to Bush Construction Co., Inc. in the amount of $35,665.54 as being the lowest and best bid received.

Summary

Acknowledge receipt of bids on May 9, 2013 for the Quinn Street Pedestrian Bridge Rehabilitation Project, and award contract to Bush Construction Co., Inc. in the amount of

$35,665.54 as being the lowest and best bid received.

Budget Information
Account number to be determined

Expenditure Type
Regular Budget Item

Purchasing Item
Sealed Bid

Publication Information

sdw

Engineering Progress

May 9, 2013

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Bert Kuyrkendall, P.E.

RE: **Quinn Street Pedestrian Bridge Rehab**
City of Hattiesburg

Dear Mr. Kuyrkendall:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on May 9, 2013 for the above referenced project.

I am recommending the lowest bidder, Bush Construction Co, Inc., of Laurel, MS in the bid amount of Thirty-Five Thousand, Six Hundred and Sixty-Five Dollars and Fifty-Four Cents ($35,665.54).

Enclosed is a copy of the original bid from Bush Construction Co., Inc. and the original bids from all other bidders.

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

Sincerely,

Nicholas M. Connolly, P.E., P.L.S.
Project Engineer

/rs
Enclosures

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

BID TAB

May 9, 2013

Project: QUINN STREET PEDESTRIAN BRIDGE REHAB

Project No. 1289

BUSH CONSTRUCTION CO, INC
P.O. Box 8327
Laurel, MS 39441

DOZER, LLC
P. O. Box 2131
Natchez, MS 39121

BASE BID

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Timber Cap Replacement	1	EA	$14,942.16	$14,942.16	$25,000.00	$25,000.00
2	Removal of Asphalt	21	SY	$27.72	$582.12	$100.00	$2,100.00
3	Concrete Walk	15.4	SY	$507.92	$7,821.97	$350.00	$5,390.00
4	Concrete Ramp	9.1	SY	$232.35	$2,114.39	$350.00	$3,185.00
5	Handrail	50	LF	$170.44	$8,522.00	$400.00	$20,000.00
6	Detectable Warning (3'x2')	3	EA	$149.56	$448.68	$400.00	$1,200.00
7	6" HDPE Pipe	6	LF	$37.44	$224.64	$40.00	$240.00
8	Silt Fence	85	LF	$7.48	$635.80	$12.00	$1,020.00
9	Grassing and Sodding	1	LS	$373.78	$373.78	$4,500.00	$4,500.00
	Bid Total:				$35,665.54		$62,635.00

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on May 9, 2013, and that said tabulation is true and correct to the best of my belief.

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

Comments:

CONSTRUCTION PLANS

FOR

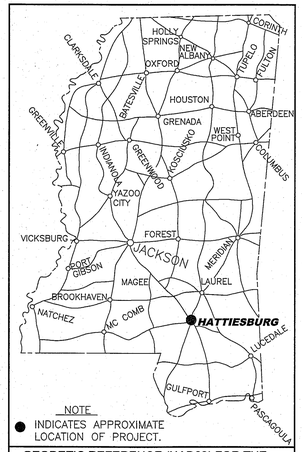
QUINN STREET PEDESTRIAN BRIDGE REHABILITATION

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY
MISSISSIPPI

MARCH 2013



NOTE
● INDICATES APPROXIMATE LOCATION OF PROJECT.

GEODETIC REFERENCE (NAD83) FOR THE APPROXIMATE MIDDLE OF THE PROJECT:
LATITUDE: N 31°19'42.37"
LONGITUDE: W 89°19'13.38"

SHEET INDEX

1	COVER SHEET
2	GENERAL NOTES & VICINITY MAP
3	PLAN AND PROFILE OF BRIDGE
4	MISCELLANEOUS DETAILS
5	CURB - CUT RAMP
6	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
7	DETAILS OF SEDIMENT BARRIER APPLICATIONS
8	DETAILS OF SILT FENCE INSTALLATION
250	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)

MAYOR

Johnny DuPree, Ph. D.

COUNCIL PERSONS

Kim Bradley, President
Carter Carroll
Deborah Denard Delgado
Dave Ware
Henry E. Naylor

DIRECTOR OF ENGINEERING

Bert Kuyrkendall, P.E.

NICHOLAS A. CONNOLLY REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR P.E. 12701 L.S. 2973 STATE OF MISSISSIPPI 3/27/2013

PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39403-1711
HTTP://WWW.SD-W.COM
P: (601) 544 - 1821
F: (601) 544 - 0501

Sheet No. 1
Drawing No.: 1289

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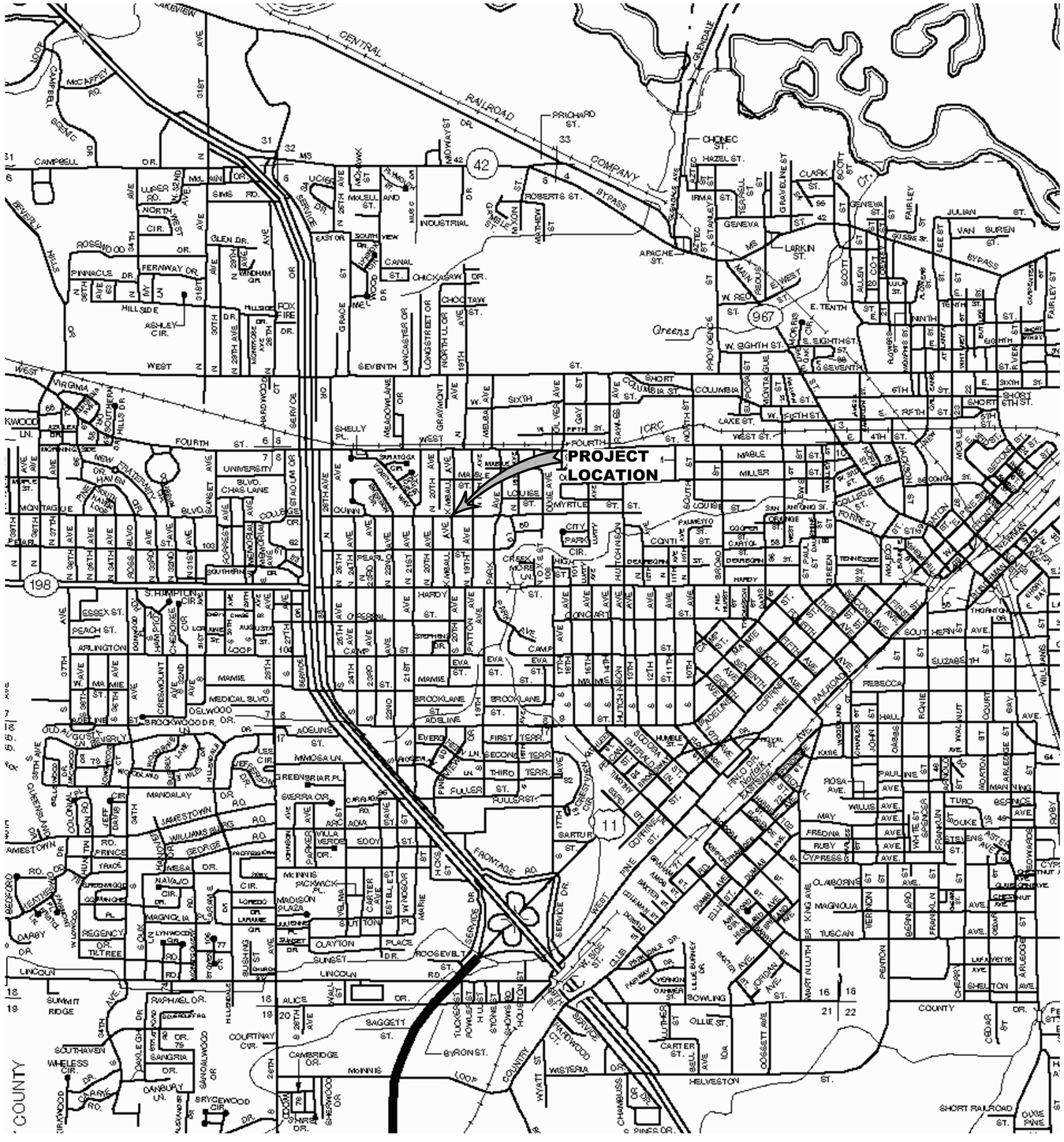
RANGE 13 WEST

TOWNSHIP 5 NORTH

TOWNSHIP 4 NORTH


PROJECT LOCATION
CENTRAL RAILROAD COMPANY
PRICHARD ST.
CHOCTAW ST.
CHICKASAW DR.
INDUSTRIAL CANAL
ROBERTS ST. BYPASS
APACHE ST.
W. RESERVOIR ST.
E. TENTH
W. 39TH ST.
E. SIXTH ST.
SEVENTH
SHORT COLUMBIA ST.
COLUMBIA
WEST FIFTH ST.
FOURTH
LAKE ST.
MABLE
MILLER
LOUISE
MYRTLE ST.
CITY PARK
CREEK
CONTI
PALMETTO
HARDY
BROOKLANE
ADELINE
EVERGREEN
FIRST TERR.
SECOND TERR.
THIRD TERR.
FULLER ST.
MIMOSA LN.
GREENBRIAR PL.
SIERRA DR.
MANDALAY
JAMESTOWN
WILLIAMS RIVER
GEORGE
MESA
NAVAJO
LOREDO
LARAMIE
MADISON PLACE
MONNIS PACKWICK PL.
CLAYTON PLACE
SUNSET
LINCOLN RD.
ROOSEVELT
ALICE
BAGGETT ST.
BYRON ST.
CAMBRIDGE DR.
COURTNAY CIR.
SOUTHAVEN
WHELESS CIR.
OAKLEIGH
SANGRIA
OANBURY LN.
BRYCEWOOD CIR.
SUMMIT RIDGE
RAPHAEL DR.
S. HUMPTON CIR.
ESSEX ST.
PEACH ST.
ARLINGTON
MEDICAL BLVD.
DELWOOD DR.
BROCKWOOD DR.
OLD AUGUSTA
BEVERLY
ROSEMOOD
CAMPBELL
MCKEEVER RD.
UPPER RD.
NORTH VIEW CIR.
GLEN DR.
SIMS RD.
PINNACLE DR.
FERNWAY DR.
HILLSIDE
ASHLEY CIR.
FOX FIRE
WEST
VIRGINIA
KWOOD LN.
MORNINGSIDE
NEW HAVEN
UNIVERSITY BLVD.
CHAS LANE
MONTAGUE
BLVD.
SUNSET
MEMORIAL
SOUTHERN
CAMPUS
FRATERNITY
SOUTHERN HILLS DR.
MEADOWLANE
GRAYMONT
SHELLY PL.
SARATOGA
VIRGINIA CT.
WAY
ICRC
CREEK PARK CIR.
HIGH
DEARBORN
HUTCHINSON
PATTON
CAMP
EVA
MAMIE
ADSLINE
SLADE
LESS
JEFF DAVIS
PRINCE
YAZOO
CHEROKEE
CREEKMOUNT
CREEKMONT
CREEKWOOD
CREEKSIDE
CREEKVIEW
CREEKRIDGE
CREEKWAY
CREEKSHORE
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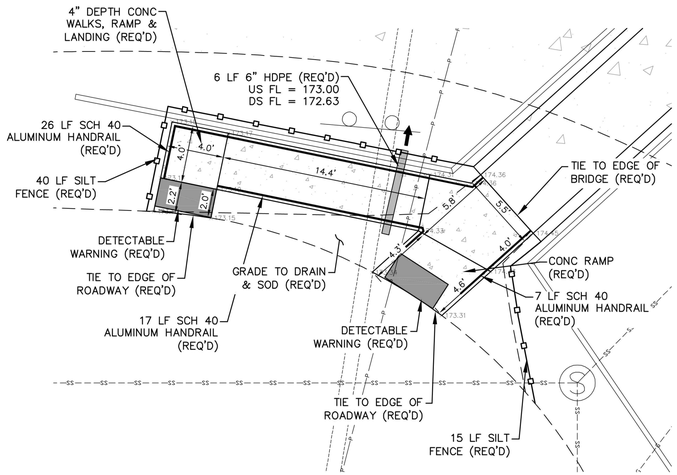
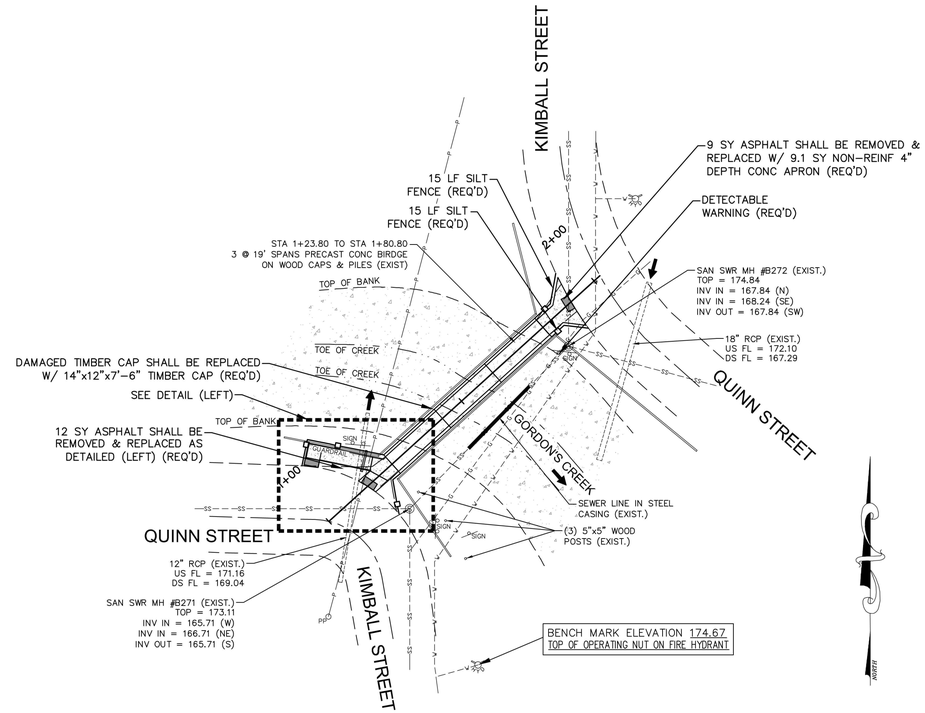
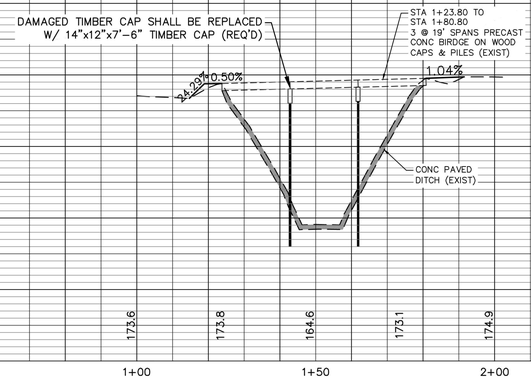
CREEKWOOD



ENLARGED PLAN VIEW OF RAMP

SCALE: 1" = 5'





QUINN STREET BRIDGE
CITY OF HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY

DRAWN BY: RES
DATE: 01-24-2013
CHECKED BY: NMC
SCALE: 1"=20' H, 1"=5' V

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SD-W.COM
P: (601) 544 - 5521
F: (601) 544 - 0501

DRAWING NO. 1289
SHEET 3

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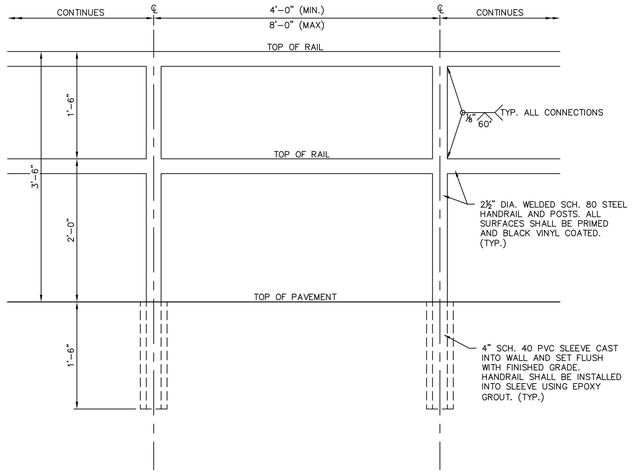
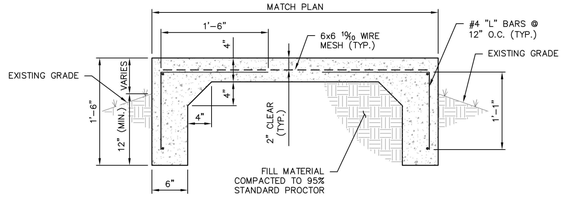


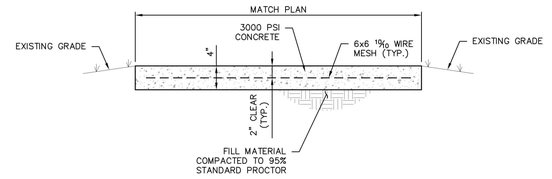
TYPICAL HANDRAIL ELEVATION DETAIL

SCALE: 1" = 1'



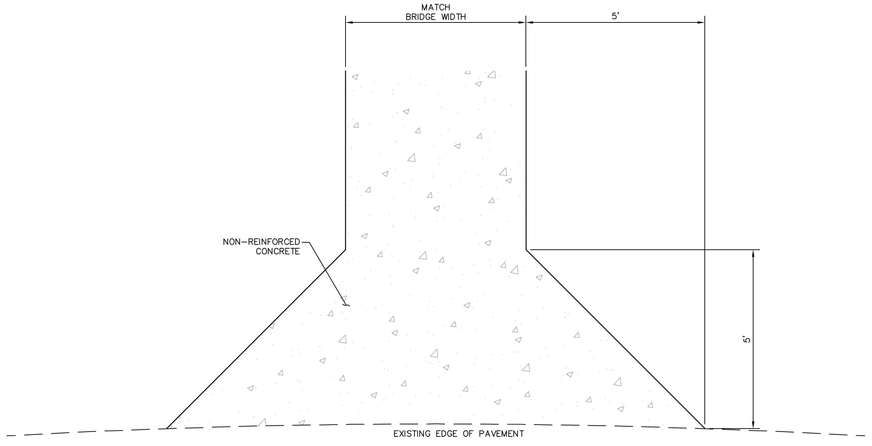
RAMP SECTION ABOVE GRADE

SCALE: 1" = 1'



RAMP SECTION AT GRADE

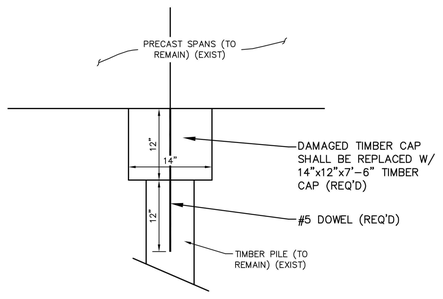
SCALE: 1" = 1'



CONCRETE APRON DETAIL

PLAN VIEW

SCALE: 1" = 2'



CAP REPAIR DETAIL

ELEVATION VIEW

SCALE: 1" = 1'

NO.	DATE	DESCRIPTION	BY

MISCELLANEOUS DETAILS

QUINN STREET BRIDGE
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SD-W.COM
P: (601) 544 - 1821
F: (601) 544 - 0501

Drawn by: PAT	Checked by: NMC
Date: 02-04-2013	Scale: AS NOTED
Drawing No.: 1289	Sheet No. 4

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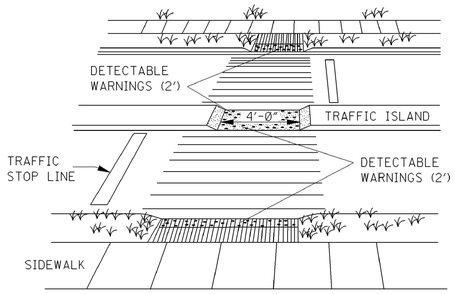
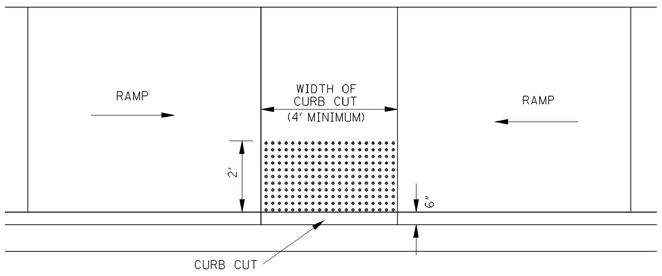
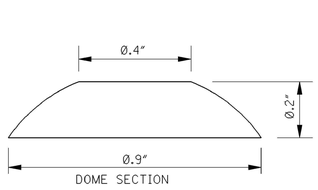
MISS.	

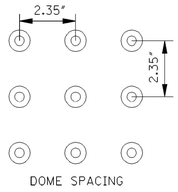


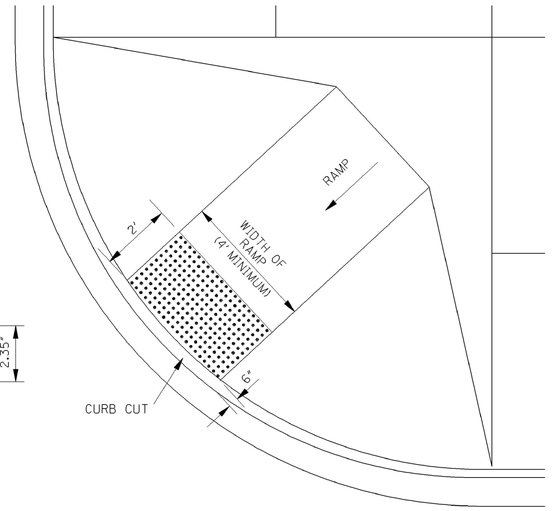
TRAFFIC ISLAND CUTAWAY

NOTE: PASSAGE THROUGH TRAFFIC ISLAND SHALL BE FLUSH WITH ROADWAY.





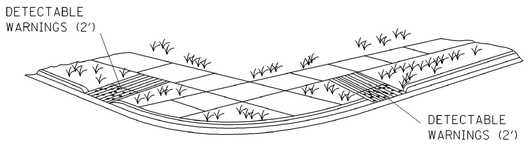


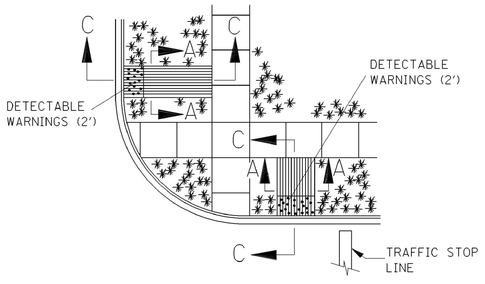


DETECTABLE WARNINGS (TRUNCATED DOMES) FOR BLIND & LOW VISION PEDESTRIANS

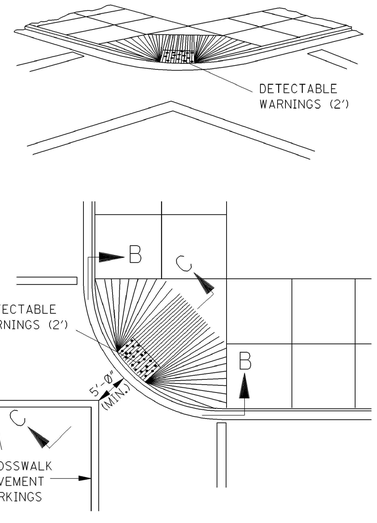
GENERAL NOTES:

1. LOCATION AND TYPE OF CURB RAMP SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED.
2. THE CURB RAMP SHALL BE PAID FOR AS SIDEWALK.
3. THE THICKNESS OF THE CURB RAMP SHALL BE A MINIMUM OF 4" .
4. ALL RAMP SLOPES SHALL NOT BE STEEPER THAN 12:1.
5. DETECTABLE WARNINGS ARE REQ'D ON CURB CUT RAMPS AT ALL STREET CROSSINGS AND AT SIGNALIZED DRIVEWAY CROSSINGS.
6. TRUNCATED DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINATE DIRECTION OF TRAVEL ON THE RAMP TO ALLOW WHEELS TO ROLL BETWEEN DOMES.
7. THERE SHALL BE A MINIMUM OF 70% CONTRAST IN LIGHT REFLECTANCE BETWEEN THE DETECTABLE WARNING AREA AND THE ADJOINING AREAS, OR THE DETECTABLE AREA SHALL BE "SAFETY YELLOW".



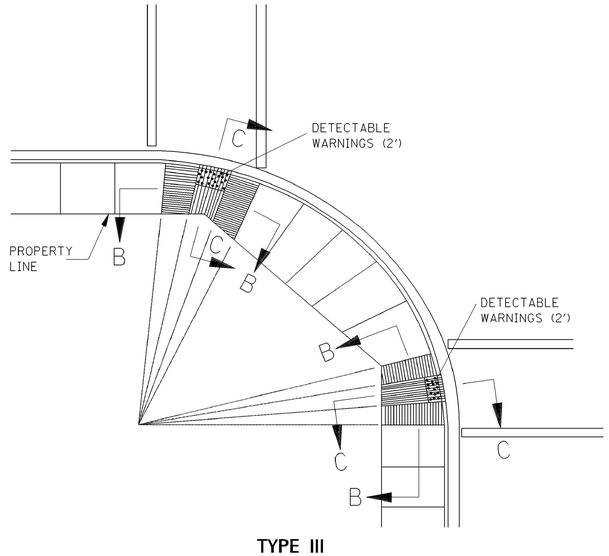


TYPE I

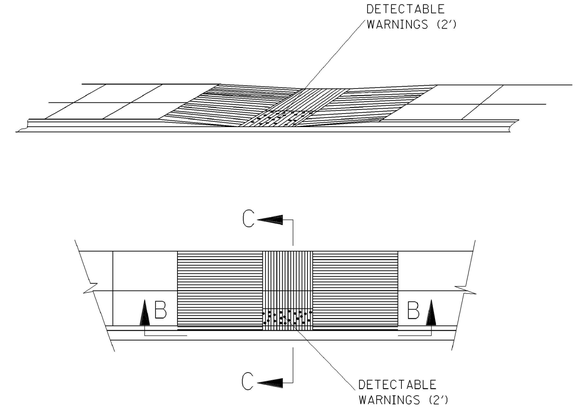


TYPE II

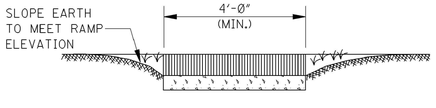
NOTE: IN NEW CONSTRUCTION, THE TYPE II DIAGONAL CURB RAMP SHALL ONLY BE USED IF OTHER CURB RAMP TYPES AS SHOWN ON THIS SHEET ARE NOT PRACTICAL FOR THE LOCATION.



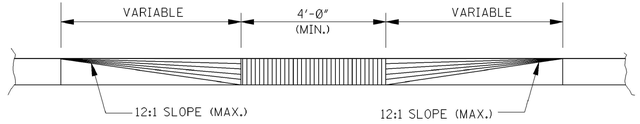
TYPE III



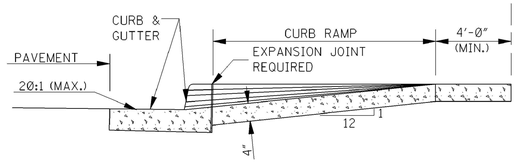
TYPE IV (TANGENT)



SECTION A–A



SECTION B–B



SECTION C–C

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CURB – CUT RAMP

BY	REVISION	DATE

WORKING NUMBER: SDCCR-1

FILENAME: ADA\ADARAMP.DGN

DESIGN TEAM _____ CHECKED _____ DATE _____

SHEET NUMBER: 5

DRAWING No.: 1289

PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

11/9/2005 7:54 AM ADARAMP.DGN

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STATE	PROJECT NO.
MISS.	

NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).

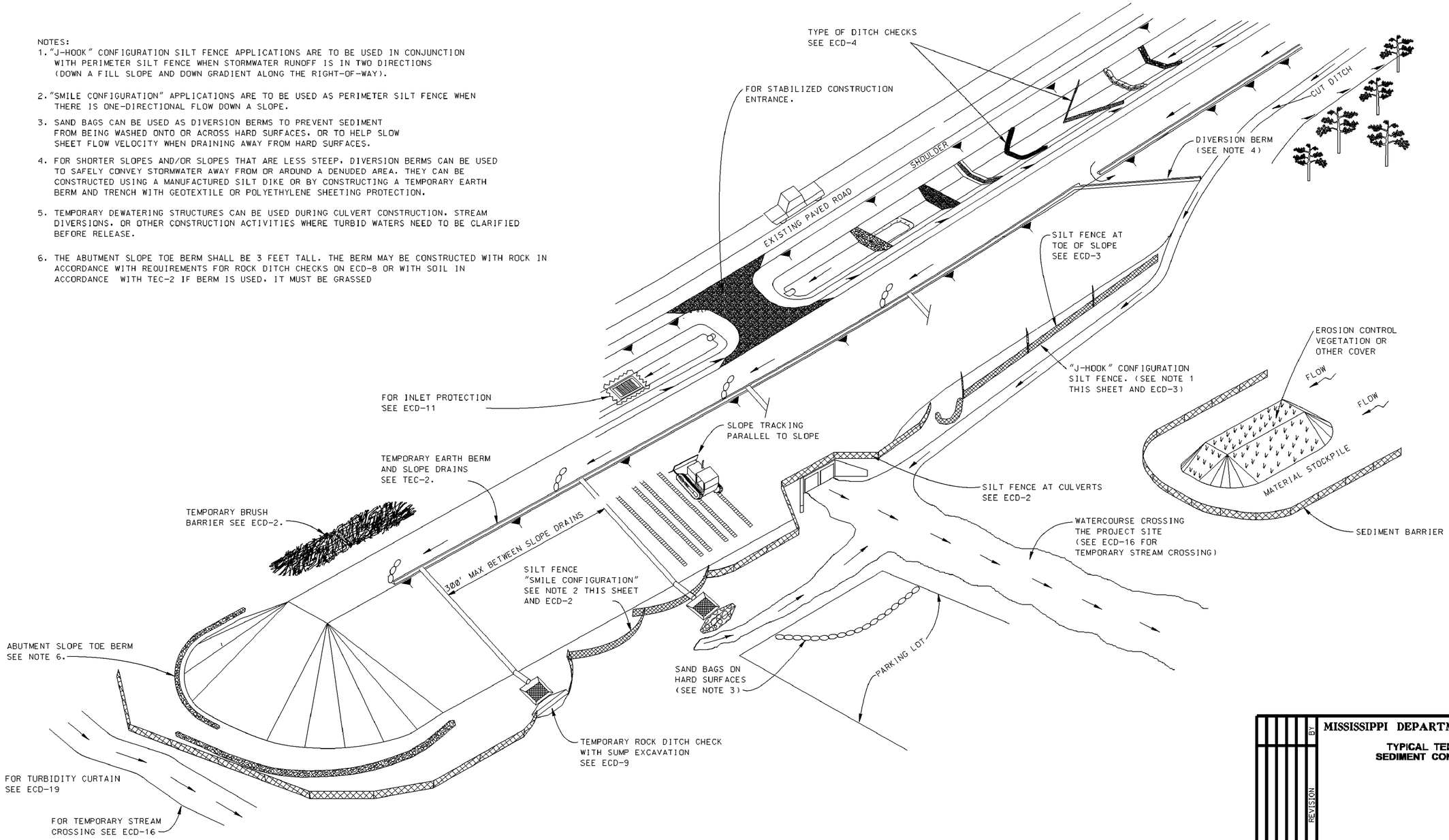
2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.

3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.

4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.

5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.

6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED



BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS

FILENAME: EROSION CONTROL\ECD-1.DGN

DESIGN TEAM _____ CHECKED _____ DATE _____

WORKING NUMBER: ECD-1

SHEET NUMBER: 6

DRAWING No.: 1289

PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

1/19/2010 12:18PM ECD-1.DGN

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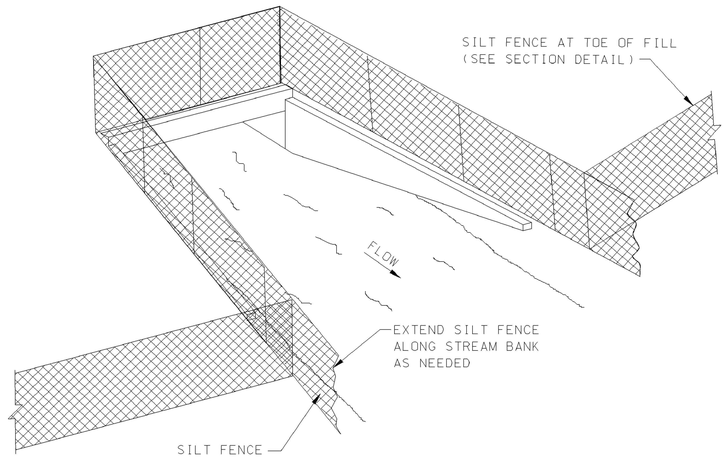
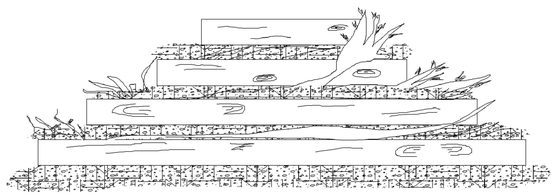
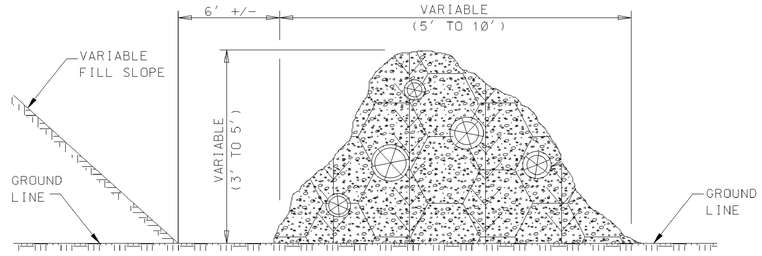
STATE	PROJECT NO.
MISS.	



SEDIMENT BARRIER AT CROSS DRAIN



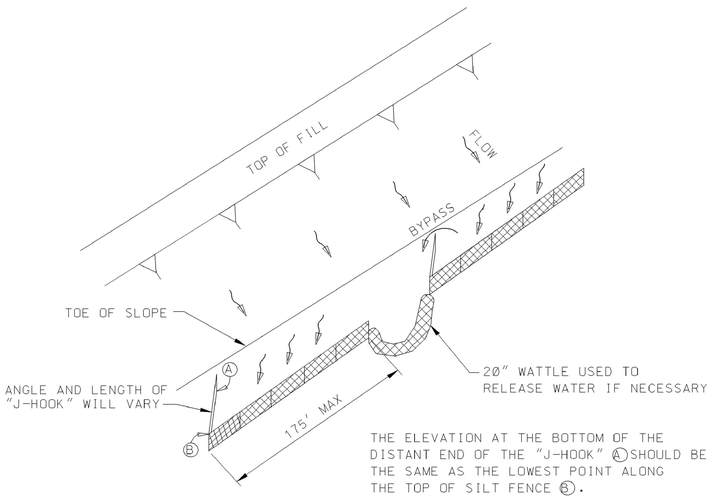
FRONT ELEVATION



SIDE ELEVATION

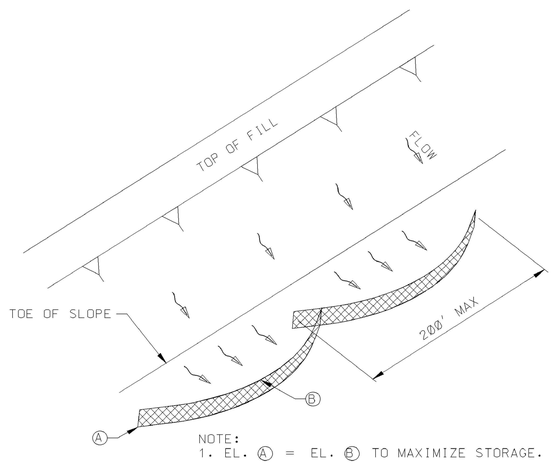
TEMPORARY BRUSH BARRIER

NOTES:
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPERATE PAYMENT



THE ELEVATION AT THE BOTTOM OF THE DISTANT END OF THE "J-HOOK" (A) SHOULD BE THE SAME AS THE LOWEST POINT ALONG THE TOP OF SILT FENCE (B).

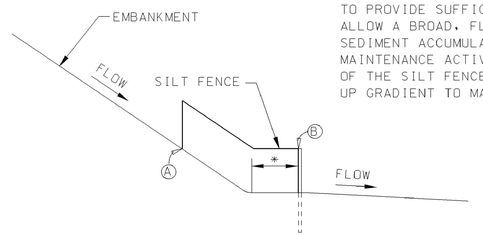
"J-HOOK" SILT FENCE APPLICATION



NOTE:
1. EL. (A) = EL. (B) TO MAXIMIZE STORAGE.

"SMILE-CONFIGURATION" SILT FENCE APPLICATION

NOTE:
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



* SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

SILT FENCE SECTION AT TOE OF FILL

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DETAILS OF SEDIMENT BARRIER APPLICATIONS

BY	REVISION	DATE

WORKING NUMBER: ECD-2

SHEET NUMBER: 7

FILENAME: EROSION CONTROL\ECD-2.DGN

DESIGN TEAM _____ CHECKED _____ DATE _____

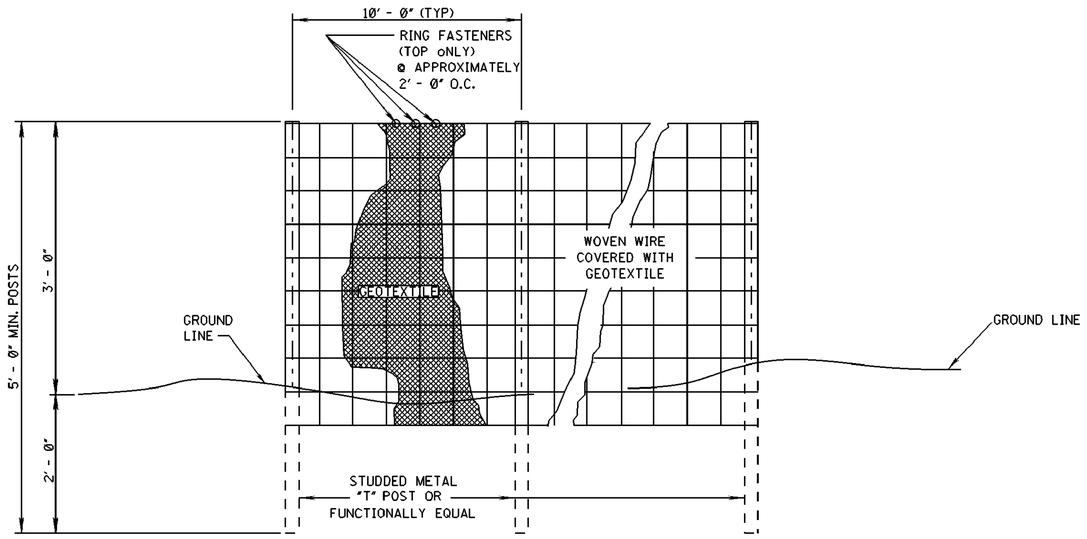
DRAWING No.: 1289

PLOT
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

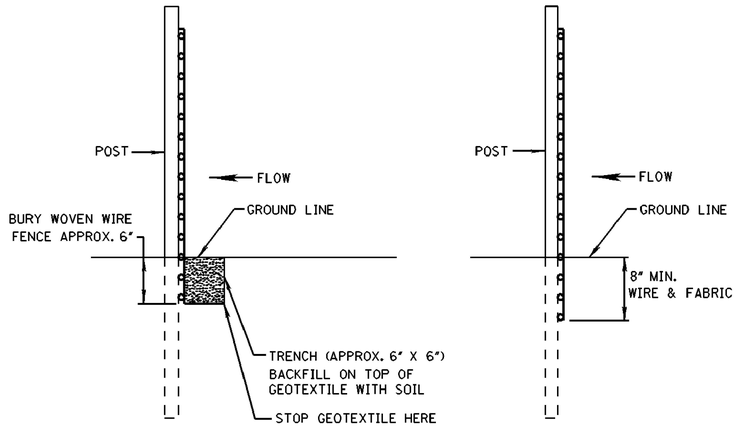
1/28/2010 8:54 AM ECD-2.DGN

G:\PROJECTS\Traffic\Eng_City\all\1289 - Quinn St Bridge\1289Orig\1289Orig.dgn,7/3/2013 4:34:51 PM

STATE	PROJECT NO.
MISS.	



ELEVATION VIEW

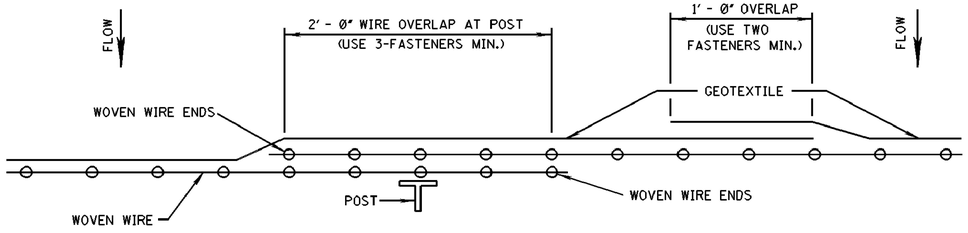


METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTUREED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
7. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE,



PLAN VIEW

REQUIRED LAPPING

REVISION	BY	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DETAILS OF SILT FENCE INSTALLATION

WORKING NUMBER: ECD-3

SHEET NUMBER: 8

FILENAME: EROSION CONTROL\ECD-3.DGN

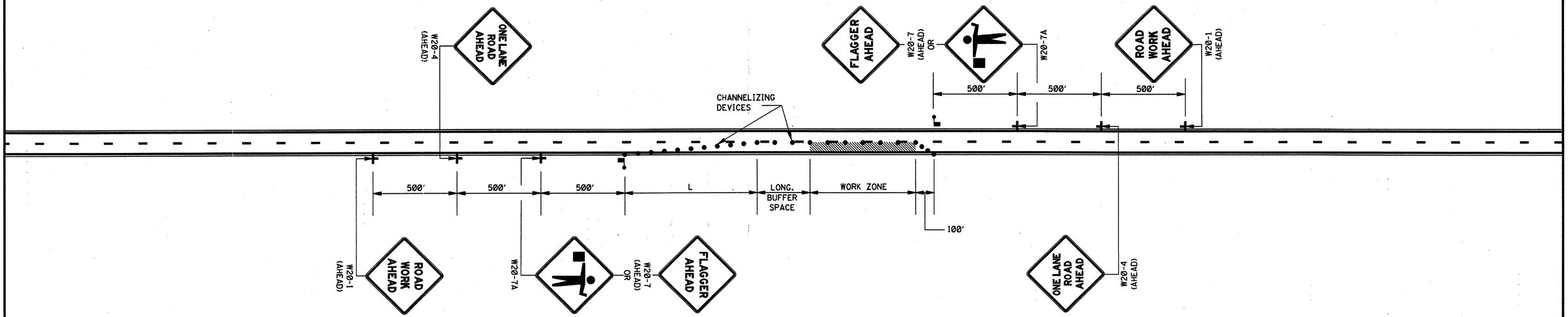
DESIGN TEAM _____ CHECKED _____ DATE _____

DRAWING No.: 1289

PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

1/20/2010 8:09 AM ECD-3.DGN

STATE	PROJECT NO.
MISS.	



LEGEND

- FLAGGER
- CHANNELIZING DEVICES

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		MINIMUM LONGITUDINAL BUFFER SPACE (ft)	TAPER † RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
≤40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
L = WS FOR SPEEDS OF 45 mph OR GREATER
L = $WS^2/60$ FOR SPEEDS OF 40 mph OR LESS
WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
4. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" × 48".
5. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
6. WHERE THE WORK ZONE IS STATIONARY, THE W20-7 (500 FT.) SIGN OR THE W20-7A SIGN TOGETHER WITH THE W20-7 (500 FT.) SUPPLEMENTAL PLATE SHOULD BE USED TO INDICATE THE DISTANCE TO THE FLAGGER.

REVISION	BY	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TRAFFIC CONTROL PLAN WITH FLAGGER
(ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)

ENGLISH

WORKING NUMBER TCP-1

ISSUE DATE: OCTOBER 1, 1998

SHEET NUMBER 250

DRAWING No.: 1289

G:\PROJECTS\Hattiesburg_City of\1289 - Quins St Bridge\1289dwg\1289_stnds.dwg, 250, 3/5/2013 4:34:41 PM

City of Hattiesburg, MS

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

Master

File Number: 2013-0275

File ID: 2013-0275 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/14/2013

Brief Title: Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #2 - Repair and Rehabilitation of City Streets

Final Action:

Minute Book Number: MB2013-152

Title:

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #2 - Repair and Rehabilitation of City Streets

Notes:

Sponsors:

Enactment Date:

Attachments: 05-21-Advertise PS 2, executed 05-21-Advertise PS 2

Enactment Number:

Contact:

Meeting Date: 05/21/2013

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013					

Text of Legislative File 2013-0275

Title

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #2 - Repair and Rehabilitation of City Streets

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #2 - Repair and Rehabilitation of City Streets

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, June 27, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies, to-wit:

ITEM #2 REPAIR AND REHABILITATION OF CITY STREETS

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 21st day of May, 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR ITEM #2: REPAIR AND REHABILITATION OF CITY STREETS FOR THE ENGINEERING DEPARTMENT

Bidder shall bid on furnishing materials, labor and equipment to repair and rehabilitate city streets for the Engineering Department which meets or exceeds the Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004, together with all provisions and/or addendum to the standards, amendments and/or special duty approved and adopted.

Bidder will be properly licensed within the State of Mississippi for street construction work and will place license number and certificate of responsibility number on bid and in the lower left hand corner of the envelope as required by law.

Temporary traffic control for construction zones is included in bid price and subject to referenced specifications.

Work performed under the terms of this contract shall not exceed one hundred and fifty thousand dollars ($150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

It is the intent of the City of Hattiesburg to award one contract for all items contained herein.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars ($1,000,000.00) for bodily injury and property damage.

Asphalt prices will be subject to fuel adjustments as per the 2004 edition of the Mississippi Department of Transportation "standard specifications for Road and Bridge Construction," Section 109.07 of said specifications.

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.

PRICES shall be FIRM for a period beginning on July 17, 2013, and ending March 31, 2014, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within 120 days from the date the order is received by the accepted bidder. Ship in full, freight prepaid. No partial shipment accepted.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, June 27, 2013, 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
REPAIR AND REHABILITATION OF CITY STREETS
ENGINEERING DEPARTMENT, ITEM #2
OPEN 10:00 A.M. JUNE 27, 2013
CERTIFICATE OF RESPONSIBILITY NO. _____

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 21st day of May A. D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
ENGINEERING DEPARTMENT

BID FORM FOR ITEM #2-REPAIR & REHABILITATION OF CITY STREETS FOR THE ENGINEERING DEPARTMENT

PAY ITEM #	PAY ITEM	UNITS	UNIT PRICE
201-B	Clearing and Grubbing	Acre	
202-A	Removal of Existing Traffic Stripe	L.F.	
202-A	Removal of Rail Crossing: Rail Lines and Ties	each	
202-B	Removal of Traffic Stripe by Grinding	L.F.	
203-A	Unclassified Excavation	C.Y.	
203-I	Motor Grader per Hour	hour	
209-A	Geotextile Stabilization, Type V	S.Y.	
225-A	Grassing	Acre	
304-A	Granular Material, Class 9, Group C	C.Y.	
304-F	Crushed Stone or Crushed Concrete Base, size 825, Roadbed Construction	ton	
304-H	Crushed Stone or Crushed Concrete Base, size 825, Base Repair	ton	
307-C	8" Soil-Lime-Water Mixing	S.Y.	
307-D	Lime	ton	
308-A	Portland Cement	ton	
308-B	8" Soil-Cement-Water Mixing at 5% Concentration	S.Y.	
403-A	SC-1 Hot Mix Asphalt Surface Course	ton	
403-M	BB-1 Hot Mix Asphalt Base Course	ton	
406-A	Cold Milling of Asphalt Pavement	ton	
407-A	Asphalt for Tack Coat, EA-4	gallon	
413-A	Joint Sealer Material	gallon	
413-C	Cleaning and Sealing Cracks/Joints	L.F.	
450	Milling Purchase - Price for Contractor to sell milled asphalt material to City of Hattiesburg	ton	

625-A	4" Painted Traffic Stripe, Skip White & Yellow	L.F.	
625-C	4" Painted Traffic Stripe, Continuous White & Yellow	L.F.	
625-E	4" Painted Detail Traffic Stripe	L.F.	
625-F	Painted Legend	S.F.	
626-A	4"Thermoplastic Traffic Stripe, Skip White or Yellow, 90 Mil Thickness	L.F.	
626-B	4" Thermoplastic Traffic Stripe, Continuous White or Yellow, 90 Mil Thickness	L.F.	
626-G	Thermoplastic Detail Stripe 4" equivalent, 90 Mil Thickness	L.F.	
626-H	Thermoplastic Legend, 90 Mil Thickness	S.F.	
627-C	Red-Clear Reflective Raised Markers	each	
627-D	Two-Way Yellow Reflective Raised Markers	each	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & EMAIL

DATE OF BID

OFFICIAL'S NAME & TITLE

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., Thursday, June 27, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies, to-wit:

ITEM #2 REPAIR AND REHABILITATION OF CITY STREETS

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 21st day of May, 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Tobi P. Myers

CITY CLERK

(SEAL)

SPECIFICATIONS FOR ITEM #2: REPAIR AND REHABILITATION OF CITY STREETS FOR THE ENGINEERING DEPARTMENT

Bidder shall bid on furnishing materials, labor and equipment to repair and rehabilitate city streets for the Engineering Department which meets or exceeds the Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004, together with all provisions and/or addendum to the standards, amendments and/or special duty approved and adopted.

Bidder will be properly licensed within the State of Mississippi for street construction work and will place license number and certificate of responsibility number on bid and in the lower left hand corner of the envelope as required by law.

Temporary traffic control for construction zones is included in bid price and subject to referenced specifications.

Work performed under the terms of this contract shall not exceed one hundred and fifty thousand dollars ($150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

It is the intent of the City of Hattiesburg to award one contract for all items contained herein.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars ($1,000,000.00) for bodily injury and property damage.

Asphalt prices will be subject to fuel adjustments as per the 2004 edition of the Mississippi Department of Transportation "standard specifications for Road and Bridge Construction," Section 109.07 of said specifications.

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.

PRICES shall be FIRM for a period beginning on July 17, 2013, and ending March 31, 2014, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within 120 days from the date the order is received by the accepted bidder. Ship in full, freight prepaid. No partial shipment accepted.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, June 27, 2013, 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
REPAIR AND REHABILITATION OF CITY STREETS
ENGINEERING DEPARTMENT, ITEM #2
OPEN 10:00 A.M. JUNE 27, 2013
CERTIFICATE OF RESPONSIBILITY NO. _____

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 21st day of May A. D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
ENGINEERING DEPARTMENT

BID FORM FOR ITEM #2-REPAIR & REHABILITATION OF CITY STREETS FOR THE ENGINEERING DEPARTMENT

PAY ITEM #	PAY ITEM	UNITS	UNIT PRICE
201-B	Clearing and Grubbing	Acre	
202-A	Removal of Existing Traffic Stripe	L.F.	
202-A	Removal of Rail Crossing: Rail Lines and Ties	each	
202-B	Removal of Traffic Stripe by Grinding	L.F.	
203-A	Unclassified Excavation	C.Y.	
203-I	Motor Grader per Hour	hour	
209-A	Geotextile Stabilization, Type V	S.Y.	
225-A	Grassing	Acre	
304-A	Granular Material, Class 9, Group C	C.Y.	
304-F	Crushed Stone or Crushed Concrete Base, size 825, Roadbed Construction	ton	
304-H	Crushed Stone or Crushed Concrete Base, size 825, Base Repair	ton	
307-C	8" Soil-Lime-Water Mixing	S.Y.	
307-D	Lime	ton	
308-A	Portland Cement	ton	
308-B	8" Soil-Cement-Water Mixing at 5% Concentration	S.Y.	
403-A	SC-1 Hot Mix Asphalt Surface Course	ton	
403-M	BB-1 Hot Mix Asphalt Base Course	ton	
406-A	Cold Milling of Asphalt Pavement	ton	
407-A	Asphalt for Tack Coat, EA-4	gallon	
413-A	Joint Sealer Material	gallon	
413-C	Cleaning and Sealing Cracks/Joints	L.F.	
450	Milling Purchase - Price for Contractor to sell milled asphalt material to City of Hattiesburg	ton	

625-A	4" Painted Traffic Stripe, Skip White & Yellow	L.F.	
625-C	4" Painted Traffic Stripe, Continuous White & Yellow	L.F.	
625-E	4" Painted Detail Traffic Stripe	L.F.	
625-F	Painted Legend	S.F.	
626-A	4"Thermoplastic Traffic Stripe, Skip White or Yellow, 90 Mil Thickness	L.F.	
626-B	4" Thermoplastic Traffic Stripe, Continuous White or Yellow, 90 Mil Thickness	L.F.	
626-G	Thermoplastic Detail Stripe 4" equivalent, 90 Mil Thickness	L.F.	
626-H	Thermoplastic Legend, 90 Mil Thickness	S.F.	
627-C	Red-Clear Reflective Raised Markers	each	
627-D	Two-Way Yellow Reflective Raised Markers	each	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & EMAIL

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: 2013-0276

File ID: 2013-0276 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 05/14/2013

Brief Title: Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #25 - Concrete and Brick Transportation Structures

Final Action:

Minute Book Number: MB2013-152

Title:

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #25 - Concrete and Brick Transportation Structures

Notes:

Sponsors: **Enactment Date:**

Attachments: 05-21-Advertise PS 25, executed 05-21-Advertise PS 25

Enactment Number:

Contact: **Meeting Date:** 05/21/2013

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013					

Text of Legislative File 2013-0276

Title

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #25 - Concrete and Brick Transportation Structures

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #25 - Concrete and Brick Transportation Structures

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, June 27, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies, to-wit:

ITEM #25 CONCRETE AND BRICK TRANSPORTATION STRUCTURES

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 21st day of May, 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR ITEM #25: CONCRETE & BRICK TRANSPORTATION STRUCTURES FOR THE ENGINEERING DEPARTMENT

Bidder shall bid on furnishing materials, labor, forms and equipment to install concrete & brick transportation structures for the Engineering Department, which meets or exceeds Mississippi Highway Standard Specifications for Roads & Bridge Construction, 2004, together with all provisions and/or addendums to the standards, amendments and/or special duty approved and adopted.

Bid prices include excavation & subgrade preparation necessary for construction of bid items. Temporary traffic control for construction zones is included in bid price and subject to referenced specifications.

Sidewalk construction and curb ramps shall meet current ADA Design Guidelines. Appurtenances associated with accessible design, such as detectable warning strips, are included in pay item bid prices.

Work performed under the terms of this contract which provides new installation of sanitary and storm sewer shall not exceed one hundred and fifty thousand dollars ($150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars ($1,000,000.00) for bodily injury and property damage.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PRICES shall be FIRM for a period beginning on July 17, 2013, and ending March 31, 2015, 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.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, June 27, 2013 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
CONCRETE AND BRICK TRANSPORTATION STRUCTURES
ENGINEERING DEPARTMENT, ITEM #25
OPEN 10:00 A.M. JUNE 27, 2013

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 21st day of May A. D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
ENGINEERING DEPARTMENT

BID FORM FOR ITEM #25 - CONCRETE AND BRICK TRANSPORTATION STRUCTURES FOR THE ENGINEERING DEPARTMENT

PAY ITEM #	PAY ITEM	UNITS	UNIT PRICE
608-A	4" Concrete Sidewalk, Without Reinforcement	S.Y.	
609-B	Concrete Curb, Header	L.F.	
609-D	Combination Concrete Curb & Gutter	L.F.	
611-B	Brick Pavers	S.Y.	
611-C	Roadway Brick Paving Repair, Including 4" Concrete Base & Dry Sand Bedding and Joint Fill; Bricks Provided by City	S.Y.	
614-A	Concrete Driveway, Without Reinforcement	S.Y.	
616-A	Concrete Median and/or Island Pavement, 6"	S.Y.	
625-A	6" Painted Traffic Stripe, Skip White & Yellow	L.F.	
625-C	6" Painted Traffic Stripe, Continuous White & Yellow	L.F.	
625-E	6" Painted Detail Traffic Stripe	L.F.	
625-F	Painted Legend	S.F.	
650	Imprinted Aggregate Reinforced Preformed Thermoplastic Pavement Markers	S.F.	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & EMAIL

DATE OF BID

OFFICIAL'S NAME & TITLE

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., Thursday, June 27, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies, to-wit:

ITEM #25 CONCRETE AND BRICK TRANSPORTATION STRUCTURES

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.

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PUBLISHED by Order of the Council on this, the 21st day of May, 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Tobi R. Myers
CITY CLERK

(SEAL)

SPECIFICATIONS FOR ITEM #25: CONCRETE & BRICK TRANSPORTATION STRUCTURES FOR THE ENGINEERING DEPARTMENT

Bidder shall bid on furnishing materials, labor, forms and equipment to install concrete & brick transportation structures for the Engineering Department, which meets or exceeds Mississippi Highway Standard Specifications for Roads & Bridge Construction, 2004, together with all provisions and/or addendums to the standards, amendments and/or special duty approved and adopted.

Bid prices include excavation & subgrade preparation necessary for construction of bid items. Temporary traffic control for construction zones is included in bid price and subject to referenced specifications.

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Work performed under the terms of this contract which provides new installation of sanitary and storm sewer shall not exceed one hundred and fifty thousand dollars ($150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

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PRICES shall be FIRM for a period beginning on July 17, 2013, and ending March 31, 2015, 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.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

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Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
CONCRETE AND BRICK TRANSPORTATION STRUCTURES
ENGINEERING DEPARTMENT, ITEM #25
OPEN 10:00 A.M. JUNE 27, 2013

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 21st day of May A. D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
ENGINEERING DEPARTMENT

BID FORM FOR ITEM #25 - CONCRETE AND BRICK TRANSPORTATION STRUCTURES FOR THE ENGINEERING DEPARTMENT

PAY ITEM #	PAY ITEM	UNITS	UNIT PRICE
608-A	4" Concrete Sidewalk, Without Reinforcement	S.Y.	
609-B	Concrete Curb, Header	L.F.	
609-D	Combination Concrete Curb & Gutter	L.F.	
611-B	Brick Pavers	S.Y.	
611-C	Roadway Brick Paving Repair, Including 4" Concrete Base & Dry Sand Bedding and Joint Fill; Bricks Provided by City	S.Y.	
614-A	Concrete Driveway, Without Reinforcement	S.Y.	
616-A	Concrete Median and/or Island Pavement, 6"	S.Y.	
625-A	6" Painted Traffic Stripe, Skip White & Yellow	L.F.	
625-C	6" Painted Traffic Stripe, Continuous White & Yellow	L.F.	
625-E	6" Painted Detail Traffic Stripe	L.F.	
625-F	Painted Legend	S.F.	
650	Imprinted Aggregate Reinforced Preformed Thermoplastic Pavement Markers	S.F.	

_____

NAME OF COMPANY

_____

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & EMAIL

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: 2013-0271

File ID:	2013-0271	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/09/2013
Brief Title:	Acknowledge receipt of Privilege License report			**Final Action:**	
				Minute Book Number:	MB2013-152

Title:

Acknowledge receipt of Privilege License report for the month of April 2013 from the Tax Department, as per recommendation.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	PTL APR 2013, PTL APR 2013 RENEWALS, April PL letter	**Enactment Number:**	
Contact:		**Meeting Date:**	05/21/2013
Drafter:	Marilyn Schwandt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013					

Text of Legislative File 2013-0271

Title

Acknowledge receipt of Privilege License report for the month of April 2013 from the Tax Department, as per recommendation.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130635	250.00		CARROLL GATLIN DBA LAGNIAPPE BEEF 5328 HWY 49 SOUTH FOXWORTH, MS 39483
0130636	20.00		QUALITY TAXES, LLC 1507 HARDY ST., STE 201 HATTIESBURG, MS 39402
0130637	20.00		LILLY PAD HOME HEALTH AGENCY 1507 HARDY ST., STE 201 HATTIESBURG, MS 39402
0130641	20.00		COLUMBIA PSYCHOLOGICAL SERVICES,PA 610 ADELINE ST. 1A PETAL, MS 39465
0130647	20.00		THE LUCKY RABBIT, LLC 416 E. PINE ST HATTIESBURG, MS 39401
0130648	30.00		ADVANCED CONSTRUCTION SERVICES, INC 2201 BABCOCK BLVD PITTSBURGH, PA 15237
0130658	20.00		RAZS 2 RICH$$,LLC 560 WEATHERSBY RD, STE 140 HATTIESBURG, MS 39402
0130659	20.00		STEWARD CONSTRUCTION CO. INC 3007 CITIZENS PKWY SELMA, AL 36701
0130669	20.00		QUALITY FLOORING 5257 OLD HWY 11 COLUMBIA, MS 39429
0130670	20.00		KERLEY & CLARK 201 A HARDY ST. JACKSON, MS 39216
0130672	14.60		KIKA'S #1 831 HARDY STREET ELLISVILLE, MS 39437
0130683	20.00		BILLIANT HAIR EXTENSION 113 N 33RD AVE. HATTIESBURG, MS 39401
0130684	6.25		SINSATIONS II 156 S PINE DR PASS CHRISTIAN, MS 39571

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130686	25.00		MATTRESS EXPRESS BY WOODSTOCK FURN. 6175 HWY 98 STE 10 MERIDIAN, MS 39303
0130689	20.00		PINE BELT NUTRITION 500 CAMPBELL LOOP, STE 100 HATTIESBURG, MS 39401
0130709	20.00		EAGLE'S POINTE CLINIC OF 5910 HWY 49 SOUTH, STE 15 HATTIESBURG, MS 39402
0130721	20.00		BRIDGETT N. WILSON 2300 LINCOLN RD #9 HATTIESBURG, MS 39402
0130722	20.00		CALL MY FRIDAY.COM 627 N. MAIN ST. HATTIESBURG, MS 39401
0130724	138.00	93.84	SADDLE CREEK CORPORATION 185 J M TATUM INDUSTRIAL DR. #3 LAKELAND, FL 33801
0130732	20.00		THE MISSION STORE 515 SCOOBA ST PETAL, MS 39465
0130733	50.00		SOUTHERN PROHIBITION BREWING, LLC 301 MOBILE ST HATTIESBURG, MS 39401
0130740	20.00		FFT AFRICAN HAIR BRAIDING 1019 W. PINE ST, STE A HATTIESBURG, MS 39401
0130743	20.00		JAVA WERKS COFFEE & TEA 2902 HARDY ST. STE 10 HATTIESBURG, MS 39402
0130748	30.00		HIGGINS ELECTRIC INC. OF DOTHAN 1350 COLUMBIA HIGHWAY DOTHAN, AL 36301
0130751	20.00		POLLY ESTHERS CLOSET LLC 1317 HARDY STREET HATTIESBURG, MS 39401
0130752	30.00		PAPA MURPHY'S PIZZA 6169 HWY 98, STE 20 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130766	20.00		RONALD R. BOWEN COUNSELING 607 CORINNE ST., C-1 BIRMINGHAM, AL 35244
0130770	250.00		QUALITY ROOFING & CONSTRUCTION 990 HARDY STREET HATTIEEESBURG, MS 39401
0130780	30.00		DRAYER PHYSICAL THERAPY INSTITUTE 16 OFFICE PARK DR,. STE 21 HUMMELSTOWN, PA 17036
0130794	20.00		AT YOUR COMMAND 541 HELVESTON RD. APT. 807 HATTIESBURG, MS 39401
0130795	30.00		BETTER LIFE HOMEMAKER LLC 701 RIVER ST. HATTIESBURG, MS 39401
0130796	20.00		HATTIESBURG CHIROPRACTIC ACCIDENT 4700 HARDY ST., SUITE M HATTIESBURG, MS 39402
0130805	32.50		UNIFORMS ETC 201 SOUTH 28TH AVE HATTIESBURG, MS 39401
0130819	20.00		BIG GOLD PHOTOGRAPHY 508 MAMIE STREET HATTIESBURG, MS 39401
0130825	20.00	3.60	VILLA BELLA 5268 OLD HWY 11, STE 6 HATTIESBURG, MS 39402
0130826	20.00		FIVE AND DIME, LLC 2609 LINCOLN ROAD COLUMBIA, MS 39429
36	1,376.35	97.44	

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130613	30.00		BEACON SALES ACQUISITION 75 LIBERTY PLACE H'BURG MS 39402 ATLANTA, GA 30340
0130614	30.00		PALM BEACH TAN 6117 US HWY 98 STE 50 MADISON, MS 39110
0130615	300.00		MINGLEDORFF'S INC. 1851 LINCOLN ROAD HATTIESBURG, MS NORCROSS, GA 30092
0130616	54.00		AULTMAN, TYNER, RUFFIN, LTD. 315 HEMPHILL ST. HATTIESBURG, MS 39403
0130617	45.00		WELLS FARGO ADVISORS, LLC 6555 HWY 98, SUITE D H'BURG, MS ST. LOUIS, MO 63103
0130618	20.00		SPEED ELECTRIC MOTOR CO. 511 NORTH ST. HATTIESBURG, MS 39403
0130619	300.00		ECONOMY SUPPLY CO. INC. 200 2ND ST. HATTIESBURG, MS 39403
0130620	30.00		SUBWAY @HATTIESBURG CLINIC 415 SOUTH 28TH AVE. HATTIESBURG, MS 39402
0130621	330.00		U-HAUL CO. OF MISSISSIPPI 918 BROADWAY DR. PHOENIX, AZ 85036
0130623	20.00		MONEY CO USA TAX SERVICE 215 BROADWAY DRIVE, SUITE 40-D MEMPHIS, TN 38125
0130624	20.00		CASH DEPOT TITLE LOANS OF MS, LLC 998 HARDY ST CORDOVA, TN 38088
0130625	20.00		STEVE FLOYD PROPERTIES INC. 5912 HWY 49 HATTIESBURG, MS 39401
0130626	20.00		BEVON ACCOUNTING, PLLC DBA MORRIS 610 WEST PINE ST. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130627	380.00		KAY JEWELERS #677 1000 TURTLE CREEK DR. STE 440 AKRON, OH 44333
0130628	20.00	4.20	WESLEY BEHAVIORAL HEALTH 239 METHODIST BLVD. HATTIESBURG, MS 39402
0130629	20.00		WESLEY BEHAVIORAL HEALTH 239 METHODIST BLVD. HATTIESBURG, MS 39402
0130630	20.00		GUESS GALLERY & GIFTS 5296 OLD HWY 11 #5 HATTIESBURG, MS 39402
0130631	560.00		EXPERT TIRE OF HATTIESBURG 205 HARDY ST. CLEVELAND, OH 44181
0130632	20.00		ARROWSMITH ENTERPRISES 301 HUMBLE AVE STE 135 HATTIESBURG, MS 39403
0130633	30.00		JACKSON & ARRINGTON, PLLC 309 SOUTH 40TH AVENUE HATTIESBURG, MS 39404
0130634	20.00	2.20	BAINTER ELECTRIC/JAMES R. BAINTER 1706 LOUISE ST. HATTIESBURG, MS 39401
0130638	20.00		BIG BOYZ CAR SALES, LLC 41 KING RD HATTIESBURG, MS 39402
0130639	32.50		HOT TOPIC #657 1000 TURTLE CREEK DRIVE #350 CITY OF INDUSTRY, CA 91748
0130640	300.00		MICHAELS #9816 4400 HARDY ST. DFW, TX 75261
0130642	97.50		LA MEXICANA 5224 HWY 42 UNIT II HATTIESBURG, MS 39401
0130643	30.00		LIL' TEKNON LEARNING CENTER 125 WEST 8TH STREET HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130644	25.00		MATTRESS DIRECT OF NEW ORLEANS 6101 HWY 98, SUITE 50 BATON ROUGE, LA 70810
0130645	20.00		LA MEXICANA #2 806 JAMES STREET HATTIESBURG, MS 39401
0130646	20.00		THE ROBINS AND MORTON GROUP 400 SHADES CREEK PRKWY STE 200 BIRMINGHAM, AL 35259
0130649	20.00	4.20	MONEY CO USA TAX SERVICE 215 BROADWAY DRIVE, SUITE 40-D MEMPHIS, TN 38125
0130650	50.00		HUB CITY SCRUBS AND UNIFORMS 123 SOUTH 27TH AVENUE SUITE A HATTIESBURG, MS 39401
0130651	20.00	2.80	FLOYD'S GRILL 6004 HWY 98 WEST(LOWE'S PARKING LT) HATTIESBURG, MS 39402
0130652	20.00		LIL' BUTCHER SHOPPE 1910 BROADWAY DR. PURVIS, MS 39475
0130653	60.00		WARD'S 717 BARTUR ST. HATTIESBURG, MS 39401
0130654	20.00		JIM SMITH SERVICES, INC. 315 EAST 3RD. ST. HATTIESBURG, MS 39404
0130655	20.00		LE'S SEAFOOD MARKET & DELI 5332 HWY 42 BYPASS HATTIESBURG, MS 39401
0130656	20.00	3.40	OATIS PAINT & BODY 409 PROVIDENCE ST. HATTIESBURG, MS 39402
0130657	20.00		JIM SMITH SERVICES, INC. 315 EAST 3RD ST. HATTIESBURG, MS 39404
0130660	39.00		MAACO AUTO PAINTING & BODYWORK 1915 LINCOLN ROAD HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130661	20.00		MS SNOWBALL QUEEN 2800 LINCOLN RD HATTIESBURG, MS 39401
0130662	40.00		TISH GAMMILL INTERIOR DESIGN, LLC 3820 HARDY STREET HATTIESBURG, MS 39402
0130663	20.00	4.20	SACK'S INC. 200 E. PINE ST. HATTIESBURG, MS 39401
0130664	20.00		SACK'S INC. 200 E. PINE ST. HATTIESBURG, MS 39401
0130665	30.00	3.30	H & C PLUMBING 308 OLD HWY 24 SUMRALL, MS 39482
0130666	25.00		SOLAR SUPPLY INC. 401 PROVIDENCE ST. LAKE CHARLES, LA 70602
0130667	20.00		BELL, J. C. 1210 W. PINE ST. HATTIESBURG, MS 39401
0130668	20.00		JR. FOOD MART OFFICE HATTIESBURG 2506 WEST 7TH STREET FLOWOOD, MS 39232
0130671	20.00	2.20	HUB CITY METALS 1507 N. MAIN STREET HATTIESBURG, MS 39403
0130673	20.00		SBA NETWORK SERVICES, LLC 5900 BROKEN SOUND PARKWAY BOCA RATON, FL 33487
0130674	150.00		ADVANCE AUTO PARTS #5604 300 BROADWAY DR ROANOKE, VA 24001
0130675	20.00		TURKOYZ, INC 6156 HWY 98 W., STE B JACKSON, MS 39211
0130676	32.50		SHERWIN WILLIAMS COMPANY #7455 6424 US HWY 98 CLEVELAND, OH 44101

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130677	20.00		ELITE SCREENPRINTING 200 N 40TH AVE SUITE 70 HATTIESBURG, MS 39401
0130678	30.00		TROPICAL SMOOTHIE CAFE 6129 U.S. HWY 98 HATTIESBURG, MS 39402
0130679	20.00		PREMIER AUTOMOBILE GROUP, INC. 1419 WEST PINE STREET HATTIESBURG, MS 39403
0130680	30.00		GREAT LENGTHS HAIR SALON 28 MARKET COURT, SUITE 110 HATTIESBURG, MS 39402
0130681	20.00		DESIGNER CLOTHING OUTLET 118 BUSCHMAN ST HATTIESBURG, MS 39403
0130682	30.00		COMPLETE CONSTRUCTION CONTRACTORS 21313 TURKEY CREEK DR BATON ROUGE, LA 70817
0130685	20.00	2.40	SECRET GALLERY MARKETPLACE LLC 6555 HWY 98 WEST, STE 7 HATTIESBURG, MS 39402
0130687	20.00		GORDON'S CREEK PRESS, INC. 1316 HARDY STREET HATTIESBURG, MS 39401
0130688	50.00		TUESDAY MORNING, INC. #362 4700 HARDY ST. STE. K DALLAS, TX 75240
0130690	20.00	2.40	PERFECT TOUCH SALON 6086 HWY 98 WEST STE 5A HATTIESBURG, MS 39402
0130691	30.00	5.40	THE COOP DEVILLE 4960 HARDY STREET HATTIESBURG, MS 39401
0130692	20.00	2.60	RUFF AND TUFF LAWN CARE 3000 MESA DR. HATTIESBURG, MS 39401
0130693	20.00		THE EDGE BOUTIQUE, LLC 6565 US HWY 98 W STE #20 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130694	20.00		CASHMART, INC. 1900 D HARDY STREET HATTIESBURG, MS 39401
0130695	150.00	16.50	HOLIDAY INN HATTIESBURG 10 GATEWAY DR INDIANAPOLIS, IN 46241
0130696	30.00	3.30	BAKER PETROLITE 16 OFFICE PARK DRIVE, SUITE 16 HATTIESBURG, MS 39402
0130697	20.00		LEONARD ELECTRIC, HEATING & AIR CELERY STALK #8-54 HILLCREST DR. HATTIESBURG, MS 39404
0130698	20.00		LEONARD ELECTRIC, HEATING & AIR CELERY STALK #8 54 HILLCREST DR. HATTIESBURG, MS 39404
0130699	20.00		HERITAGE VISION CENTER, INC. 6096 HWY 98, SUITE 1 HATTIESBURG, MS 39402
0130700	20.00		MALLETTE ELECTRICAL 23 MCMAHON RD PURVIS, MS 39475
0130701	20.00	2.40	BLESSNS OF BEAUTY SALON 2315 LINCOLN RD, STE 20 HATTIESBURG, MS 39401
0130702	20.00	2.60	KIMS TAX AND FINANCIAL SERVICES LLC 1520 ADELINE STREET STE B HATTIESBURG, MS 39403
0130703	32.50	4.55	CT BEAUTY SUPPLY 5912 US HWY 49 STE A-1A HATTIESBURG, MS 39401
0130704	20.00	4.00	BEAUTY MART 1208 HARDY STREET HATTIESBURG, MS 39402
0130705	20.00		MISSISSIPPI TITLE LOANS, INC. 211 BROADWAY DR. ATLANTA, GA 30350
0130706	20.00		ONE STOP TIRE SHOP 1813 EDWARDS STREET, STE 10 HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130707	32.50		THE CHILDREN'S PLACE #4031 6055 HWY 98, SUITE 10 H'BURG, MS EDINA, MN 55435
0130708	50.00		DOLLAR GENERAL #8538 7068 HWY 49 GOODLETSVILLE, TN 37072
0130710	300.00		T J MAXX #597 5024 HARDY STREET FRAMINGHAM, MA 01701
0130711	20.00		JERRY W. CARTER SERVICE CO. LAMAR COUNTY SUMRALL, MS 39482
0130712	20.00		SHOEMAKE, CHARLES 26 CANEBRAKE BLVD. HATTIESBURG, MS 39404
0130713	20.00		SHOEMAKE, LEE EMC 26 CANEBRAKE BLVD. HATTIESBURG, MS 39404
0130714	30.00		EAGLE SERVICE CORPORATION 108 NORTH 38TH AVENUE HATTIESBURG, MS 39403
0130715	54.00		JOHN L. SANFORD, JR., INC. 480 J.M. TATUM INDUSTRIAL DRIVE HATTIESBURG, MS 39401
0130716	20.00		CONNIE'S DAY CARE 321 S. 23RD AVE. HATTIESBURG, MS 39401
0130717	20.00		WALNUT SQUARE PHARMACY 124 WALNUT STREET BLDG #3 HATTIESBURG, MS 39401
0130718	440.00		TREES N TRENDS, INC. 5912 U.S. HWY 49, CLOVERLEAF MALL PADUCAH, KY 42002
0130719	20.00		KINGS RV REPAIRS & SALES 7322 US HWY 49 HATTIESBURG, MS 39402
0130720	30.00		MCALISTER'S DELI OF HATTIESBURG 2300 HARDY STREET RIDGELAND, MS 39158

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130723	20.00		ULTRA VIRIES HAIR SALON 505 MOBILE STREET HATTIESBURG, MS 39403
0130725	138.00	77.28	SADDLE CREEK CORPORATION 185 J M TATUM INDUSTRIAL DR. #3 LAKELAND, FL 33801
0130726	138.00	60.72	SADDLE CREEK CORPORATION 185 J M TATUM INDUSTRIAL DR. #3 LAKELAND, FL 33801
0130727	138.00	44.16	SADDLE CREEK CORPORATION 185 J M TATUM INDUSTRIAL DR. #3 LAKELAND, FL 33801
0130728	138.00	27.60	SADDLE CREEK CORPORATION 185 J M TATUM INDUSTRIAL DR. #3 LAKELAND, FL 33801
0130729	138.00		SADDLE CREEK CORPORATION 185 J M TATUM INDUSTRIAL DR. #3 LAKELAND, FL 33801
0130730	80.00		WESTERN CONTAINER 110 WL RUNNELS INDUSTRIAL DRIVE HATTIESBURG, MS 39401
0130731	250.00		O'REILLY AUTO PARTS #943 304 BROADWAY DRIVE SPRINGFIELD, MO 65801
0130734	20.00		THE GOLD SHOP 3801 W. 4TH STREET ABITA SPRINGS, LA 70420
0130735	20.00	4.20	MIKE GARVEY REAL ESTATE INC. 105 WALNUT ST. HATTIESBURG, MS 39403
0130736	20.00	2.20	LETT CHIROPRACTIC CENTER 1509 HARDY ST. HATTIESBURG, MS 39401
0130737	20.00		JAMES L. QUINN ATTRONEY AT LAW PLLC 807 WEST PINE ST. HATTIESBURG, MS 39401
0130738	20.00		DENNIS PIERCE, INC. 23 LIBERTY PLACE HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130739	30.00		PIERCON, INC. 23 LIBERTY PLACE HATTIESBURG, MS 39402
0130741	20.00	2.80	A-SONSHINE BAIL BONDING 524 E 9TH ST HATTIESBURG, MS 39401
0130742	20.00		ANDERSON MACHINE & STEEL WORKS 309 MOBILE ST. HATTIESBURG, MS 39401
0130744	20.00	2.20	TAMMY'S HOUSE OF BEAUTY PHASE II 600 KATIE AVE. HATTIESBURG, MS 39401
0130745	20.00	2.20	TAMMY'S HOUSE OF BEAUTY 515 KATIE AVE HATTIESBURG, MS 39401
0130746	30.00	3.90	SOUTHERN NEUROLOGIC & SPINAL INST. 1 LINCOLN PARKWAY STE 300 HATTIESBURG, MS 39402
0130747	30.00	3.30	MAC'S LANDSCAPE RESTORATION 201 EAST 7TH ST. HATTIESBURG, MS 39401
0130749	20.00	4.40	WILLIAM PEEBLES 307 3RD AVE HATTIESBURG, MS 39401
0130750	20.00		WILLIAM PEEBLES 307 3RD AVE HATTIESBURG, MS 39401
0130758	30.00	3.30	AMERICAN AIR SPECIALIST OF MS 199 SULLIVAN KILRAIN RD. HATTIESBURG, MS 39403
0130759	30.00		LASER MANIA INC. 905 HARDY ST HATTIESBURG, MS 39401
0130760	20.00	2.20	JOHNSON ELECTRIC 1426 WEST 7TH STREET HATTIESBURG, MS 39404
0130761	20.00	2.20	JOHNSON ELECTRIC 1424 1/2 W. 7TH ST. HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130762	20.00	2.20	JOHNSON ELECTRIC 1424 1/2 W. 7TH ST. HATTIESBURG, MS 39404
0130763	30.00		ACTION MARINE & POWER CENTER 6453 HWY 49 HATTIESBURG, MS 39402
0130764	32.50		MAURICES #1666 6055 U S HWY 98, STE 20 DULUTH, MN 55802
0130765	50.00	7.00	CITY GEAR #20 1000 TURTLE CREEK STE 15 MEMPHIS, TN 38122
0130767	20.00		CECIL HINTON CO. 3506 ROSEWOOD DR. HATTIESBURG, MS 39401
0130768	92.50		AMERICAN EAGLE OUTFITTERS #0194 1000 TURTLE CREEK DRIVE LISLE, IL 60532
0130769	30.00		CARRIAGE INN MOTEL 914 BROADWAY DR. HATTIESBURG, MS 39401
0130771	20.00		MIKE'S FRUIT STAND #1 216 DEWEY ST. MOSELLE, MS 39459
0130772	20.00	11.40	WATSON, PERCY W. ATTORNEY 930 N. MAIN ST. HATTIESBURG, MS 39403
0130773	20.00	9.00	WATSON, PERCY W. ATTORNEY 930 N. MAIN ST. HATTIESBURG, MS 39403
0130774	20.00	6.60	WATSON, PERCY W. ATTORNEY 930 N. MAIN ST. HATTIESBURG, MS 39403
0130775	20.00	4.20	WATSON, PERCY W. ATTORNEY 930 N. MAIN ST. HATTIESBURG, MS 39403
0130776	20.00		WATSON, PERCY W. ATTORNEY 930 N. MAIN ST. HATTIESBURG, MS 39403

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130777	20.00	2.40	THE NEXT LEVEL BARBER SHOP 6086 HWY 98 STE 6 HATTIESBURG, MS 39402
0130778	40.00		JOURNEYS KIDZ #1634 1000 TURTLE CREEK DRIVE SUITE 400 NASHVILLE, TN 37202
0130779	20.00		CLASSIC DESIGNS 1606 S. 28TH AVE HATTIESBURG, MS 39401
0130781	20.00		CURTIS SMITH PLLC 10 PROFESSIONAL PARKWAY SUITE C HATTIESBURG, MS 39401
0130782	20.00		CLINE'S SIGNS & DESIGNS 1118 WEST PINE STREET HATTIESBURG, MS 39401
0130783	20.00		TURTLE CREEK LAUNDRY, LLC 6068 HWY 98, SUITE 2 AND 3 BASSFIELD, MS 39421
0130784	20.00		R & M INC. 1701 E. HARDY ST. HATTIESBURG, MS 39401
0130785	20.00		SACK'S INC. 200 E. PINE ST. HATTIESBURG, MS 39401
0130786	32.50		AUTOMOTIVE COLOR, INC. 1206 WEST PINE STREET JACKSON, MS 39212
0130787	200.00		ANDERSON CARPET ONE 515 WEST SCOOBA ST. HATTIESBURG, MS 39401
0130788	20.00		DYE PLUMBING, HEATING & A/C 2109 W. 4TH ST. HATTIEBSURG, MS 39403
0130789	20.00		DYE PLUMBING, HEATING & A/C 2109 W. 4TH ST. HATTIEBSURG, MS 39401
0130790	39.00		PREMIER HOME FURNISHINGS, INC. 909 HARDY ST. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130791	54.00		MORTGAGE FUNDING CORPORATION 12 & 14 PLAZA DRIVE HATTIESBURG, MS 39404
0130792	20.00		PEROXIDE 1910 HARDY ST, SUITE A HATTIESBURG, MS 39402
0130793	20.00		RGS CONSULTING, LLC 100 W. FLORENCE ST HATTIESBURG, MS HATTIESBURG, MS 39403
0130797	30.00		LAGNIAPPE EYE CARE 6152 HWY 98, STE 30 HATTIESBURG, MS 39402
0130798	90.00		WARD'S 101 THORNHILL HATTIESBURG, MS 39402
0130799	30.00		KARE-IN-HOME HEALTH SERVICES, INC. 6222 US HWY 98, STE 200 GULFPORT, MS 39503
0130800	20.00		BROOM COMPUTER SERVICE 1009 HARDY STREET HATTIESBURG, MS 39403
0130801	20.00		VIDEO IMAGE PRODUCTIONS 104 N 12TH AVE HATTIESBURG, MS 39404
0130802	42.00		TOWN & COUNTRY CLEANERS 3400 HARDY ST. HATTIESBURG, MS 39401
0130803	30.00		WRIGHT & WRIGHT CPA'S, PLLC 10 PLAZA DR. HATTIESBURG, MS 39402
0130804	20.00		DISCOUNT TOBACCO 121 BROADWAY DR. HATTIESBURG, MS 39401
0130806	20.00		PATCH MASTERS, LLC 5216 OLD HWY 42 HATTIESBURG, MS 39401
0130807	20.00		JAMES STREET LAUNDRY MAT 802 JAMES STREET HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130808	30.00		DAY'S INN 111 THORNHILL DR. HATTIESBURG, MS 39402
0130809	30.00	6.30	SOUTHERN DIVERSIFIED PRODUCTS, LLC 2714 HARDY ST. HATTIESBURG, MS 39402
0130810	30.00		SOUTHERN DIVERSIFIED PRODUCTS, LLC 2714 HARDY ST. HATTIESBURG, MS 39402
0130811	20.00		HERNANDEZ TIRE SHOP 902 HARDY ST LAUREL, MS 39440
0130812	20.00		HEARING SOLUTIONS OF THE PINE BELT, 22 MILLBRANCH ROAD #500 HATTIESBURG, MS 39402
0130813	50.00		SCHOOL & CARNIVAL SUPPLIES, INC. 5583 HWY 42 GULFPORT,, MS 39507
0130814	30.00	6.30	ALBERT & ASSOCIATES ARCHITECTS PA 514 MAIN ST. HATTIESBURG, MS 39403
0130815	30.00		ALBERT & ASSOCIATES ARCHITECTS PA 514 MAIN ST. HATTIESBURG, MS 39403
0130816	20.00		CAMERON ELECTRIC MOTOR CO. INC. 115 WEST RD ST. HATTIESBURG, MS 39403
0130817	30.00		PROFESSIONAL PC SOLUTIONS, LLC 4 WILLOW POINT STE 6 HATTIESBURG, MS 39402
0130818	20.00		FOOD ENGINEERING SERVICES 2010 OAK GROVE ROAD BLDG 3 SUITE 1 HATTIESBURG, MS 39402
0130820	30.00		MCMAHAN REALTY 100 N. 33RD AVE. HATTIESBURG, MS 39401
0130821	150.00		HOOD INDUSTRIES, INC. 15 PROFESSIONAL PARKWAY HATTIESBURG,, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130822	32.50		PAYLESS SHOESOURCE #5523 53 LAKEWOOD DRIVE TOPEKA, KS 66601
0130823	30.00		PENSKE TRUCK LEASING 6839 US HWY 49 NORTH READING, PA 19603
0130824	30.00		PALMER ELECTRIC, INC. PETAL, MS PETAL, MS 39465
0130827	30.00		SUBWAY 6762 HWY 49 NORTH HATTIESBURG, MS 39402
0130828	20.00		BRONZE BEACH TANNING SALON LLC 4356 LINCOLN RD EXT HATTIESBURG, MS 39402
0130829	20.00		THE GAS COMPANY 5297 OLD HWY 11, STE 7 HATTIESBURG, MS 39402
0130830	20.00		THE DESIGNER'S FABRIC SHOP 5317 OLD HWY 11 STE 11 HATTIESBURG, MS 39402
0130831	30.00		HATTIESBURG ORTHODONTICS, PLLC 704 SOUTH 28TH AVENUE SUITE 20 HATTIESBURG, MS 39402
0130832	20.00		HAHN PLUMBING, HEATING & COOLING 109 TALL PINES DR. HATTIESBURG, MS 39401
0130833	20.00		HAHN PLUMBING 109 TALL PINES DR. HATTIESBURG, MS 39402
0130834	20.00	9.00	MISSISSIPPI SECURITY, LLC 200 PARK AVE. HATTIESBURG, MS 39401
0130835	20.00	6.60	MISSISSIPPI SECURITY, LLC 200 PARK AVE. HATTIESBURG, MS 39401
0130836	20.00	4.20	MISSISSIPPI SECURITY, LLC 200 PARK AVE. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
April 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0130837	20.00		MISSISSIPPI SECURITY, LLC 200 PARK AVE. HATTIESBURG, MS 39401
0130838	20.00		SOUTH ALABAMA ELECTRIC CO 762 HOLCOMBE AVE MOBILE, AL 36660
0130839	20.00		JOSEPH RAWSON WORKS 2814 WILLIAMSBURG RD HATTIESBURG, MS 39401

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Dave J. Ware, II*	*Henry Naylor*

May 9, 2013

Mayor & Council
City of Hattiesburg

Attached is a copy of the Privilege License Report for the month of April. The breakdown for this month's collection is as follows:

New Licenses	$ 1,376.35
Renewed Licenses	$ 8,974.50
Penalties	$ 487.95

The grand total collected for April was **$10,838.80.**

Respectfully,

Marilyn Schwandt

Marilyn Schwandt
Deputy City Clerk

City of Hattiesburg, MS

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

Master

File Number: 2013-0273

File ID:	2013-0273	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	05/13/2013
Brief Title:	Sale of grave spaces for May 2013			**Final Action:**	
				Minute Book Number:	MB2013-152

Title:

Approve sale of grave spaces for May, 2013, as per memo.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Cem. memo for May, Cem deed receipts for may, Cem deeds for May, executed Cem deeds for May	**Enactment Number:**	
Contact:		**Meeting Date:**	05/21/2013
Drafter:	Marilyn Schwandt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	05/21/2013					

Text of Legislative File 2013-0273

Title

Approve sale of grave spaces for May, 2013, as per memo.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

TO: CITY COUNCIL

FROM: Robert Harvey, General Manager of Cemeteries

DATE: May 21, 2013

RE: Grave Sells

The following represent the grave spaces sold from April 29, 2013 through May 10, 2013:

Douglas DeWayne Johnson
(1) space $175.00
South Half (S1/2) of the Northeast Quarter (NE1/4)
Lot 89, Section 37, Highland Cemetery

Felicia Stafford
(1) space $175.00
North Half (N1/2) of the Northeast Quarter (NE1/4)
Lot 98, Section 37, Highland

Hulett-Winstead Funeral Home(Brandy Broadwater)
(1) space $175.00
South Half (S1/2) of the Northeast Quarter (NE1/4)
Lot 51, Section 35, Highland Cemetery

Pamela Draughn
(1) space $175.00
South Half (S1/2) of the Northeast Quarter (NE1/4)
Lot 34, Section 35 , Highland Cemetery

Doris Simmons
(1) space $175.00
North Half (N1/2) of the Northwest Quarter (NW1/4)
Lot 63, Section 37, Highland Cemetery

Hall-Fairley Mortuary
(3) spaces $525.00
South Half (S1/2) of the Northwest Quarter (NW1/4) and
Southwest Quarter (SW1/4)
Lot 85, Section 37, Highland Cemetery

Johnnie Lee Donald
(1) space $150.00
East Half (1/2) of the Northeast Quarter (NE1/4)
Lot 27, Section 1, South Hill Cemetery

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-29- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ Douglas DeWayne Johnson

ADDRESS 104 Katie Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 89 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 6125

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-29- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ Felicia Stafford

ADDRESS 502 West 7th St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ NE ¼ Lot No. 98 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 170

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-30- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ Hulett-Winstead (Brandy Broadwater)

ADDRESS 806 Bay St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 51 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 11157

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 5-1- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ Pamela Draughn

ADDRESS 914 Spencer St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 34 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 2934

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn H Hunter

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 5/7 2013

SOLD TO:

Mr.. Mrs. Miss Doris Simmons

ADDRESS 1007 Fairley St. H'burg MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ NW ¼ Lot No. 63 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 5-8- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ Hall-Fairley Mortuary

ADDRESS 710 Hall Avenue Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NW ¼ Lot No. 85 Section No. 37 in Highland Cemetery

SW ¼

Number of grave spaces 3 Price per grave space $ 175.00

Price Received $ 525.00

CITY OF HATTIESBURG, MISSISSIPPI

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 5-10 20 13

SOLD TO:

Mr.. Mrs. Miss Johnnie Lee Donald

ADDRESS 447 Helveston rd. apt 126 Hattiesburg 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E ½ NE ¼ Lot No. 27 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 John H Williams
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 Felicia Stafford, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 98 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 21st day of May, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of May, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Brandy Broadwater 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: 51 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 21st day of May, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of May, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Pamela Draughn 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: 34 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 21st day of May, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of May, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Dorris Simmoms 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: 63 Section Number:37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of May, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of May, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

(Corrected)

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars ($525.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Hall-Fairley Mortuary, 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 S½) of the Northwest Quarter (NW¼
Lot 85 Section 37

and
Southwest Quarter(SW1/4)

Lot 85 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing three (3) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of May, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of May, 2013.

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 Johnnie Lee Donald, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)
of the
Northeast Quarter (NE¼)

Lot Number: 27 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 21st day of May, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of May, 2013.

My Commission Expires:

_____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Douglas DeWayne 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 (1/2) of the Northeast Quarter (NE1/4)

Lot Number: 89 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 21st day of May, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of May, 2013.

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Felicia Stafford, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 98 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 21st day of May, 2013.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of May, 2013.

My Commission Expires:

STATE OF MISSISSIPPI HAZEL B. KING ID NO. 80272 Commission Expires 09/26/2014 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 Brandy Broadwater 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: 51 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 21st day of May, 2013.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of May, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
HAZEL B. YOUNG
ID NO. 80272
Commission Expires
09/26/2014
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 Pamela Draughn 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: 34 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 21st day of May, 2013.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of May, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
HAZEL B. YOUNG
ID NO. 80272
Commission Expires
09/26/2014
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 Dorris Simmoms 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: 63 Section Number:37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of May, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of May, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI HAZEL B. YOUNG ID NO. 80272 Commission Expires 09/26/2014 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

(Corrected)

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars ($525.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Hall-Fairley Mortuary, 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 S½) of the Northwest Quarter (NW¼
Lot 85 Section 37

and
Southwest Quarter(SW1/4)

Lot 85 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing three (3) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of May, 2013.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this the 21st day of May, 2013.

My Commission Expires:

STATE OF MISSISSIPPI
HAZEL B. YOUNG
ID NO. 80270
Commission Expires
09/26/2014
NOTARY PUBLIC
FORREST COUNTY

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 Johnnie Lee Donald, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)
of the
Northeast Quarter (NE¼)

Lot Number: 27 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 21st day of May, 2013.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of May, 2013.

My Commission Expires:

STATE OF MISSISSIPPI
HAZEL B. YOUNG
ID NO. 80272
Commission Expires
09/26/2014
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 Douglas DeWayne 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 (1/2) of the Northeast Quarter (NE1/4)

Lot Number: 89 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 21st day of May, 2013.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of May, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI HAZEL B. YOUNG ID NO. 80272 Commission Expires 09/26/2014 NOTARY PUBLIC FORREST COUNTY

City of Hattiesburg, MS

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

Master

File Number: 2013-0272

File ID:	2013-0272	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/13/2013
Brief Title:	Proof of publication for April 2013.			**Final Action:**	
				Minute Book Number:	MB2013-152

Title:
Acknowledge proof of publications for April, 2013.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	April Proof of Pub	**Enactment Number:**	
Contact:		**Meeting Date:**	05/21/2013
Drafter:	Marilyn Schwandt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013					

Text of Legislative File 2013-0272

Title

Acknowledge proof of publications for April, 2013.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PROOF HERE

C19347
THE CITY OF HATTIESBURG,
0200434563

ADVERTISEMENT for BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg will receive sealed bids until **10:00 a.m. on May 9, 2013,** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

QUINN STREET PEDESTRIAN BRIDGE REHABILITATION CITY of HATTIESBURG FORREST COUNTY, MISSISSIPPI

Plans, specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P.O Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon a non-refundable deposit of $100.00. All bids must be accompanied by a bid security equal to five percent (5%) of the amount of the bid in the form of a certified check, cashier's check, or a bid bond written by a company properly licensed in Mississippi.

The successful bidder will be required to furnish a contract bond written by a company licensed in Mississippi. The bond will be in the amount equal to One Hundred Percent (100%) of the contract amount.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID OPENING TIME: 10:00 a.m.
QUINN STREET PEDESTRIAN BRIDGE REHABILITATION HATTIESBURG, MISSISSIPPI
DATE of BID OPENING: May 9, 2013

No bid may be withdrawn for a period of sixty (60) days. The owner reserves the right to reject any or all bids received and to waive informalities.

The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-14 of the Mississippi Code of 1972, annotated and amended, and other applicable state law; but the council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 2nd day of April A.D., 2013.

CITY of HATTIESBURG

BY Eddie R Myers /s/
Eddie Myers, City Clerk

PUBLISH: 4/10/13 & 4/17/13

0200434563-01

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

BEVERLY BENNETT

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

4/10/2013
4/17/2013

Size: 379 words / 1.00 col. x 98.00 lines
Published: 2 time(s)
Total: $95.38

Signed Beverly Bennett
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 4/17/2013.

Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru Notary Public Underwriters

(SEAL)

STATE OF MISSISSIPPI
RICK TYLER
NOTARY PUBLIC
ID No. 90075
Commission Expires
June 29, 2016
RANKIN COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PROOF HERE

C19347
THE CITY OF HATTIESBURG,
0200435558
Bus Shelter ADA Bids

ADVERTISEMENT for BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg will receive sealed bids until ***10:00 a.m. on May 23, 2013,*** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

HUB CITY TRANSIT BUS SHELTER
ADA ACCESSIBILITY PROJECT
CITY of HATTIESBURG
FORREST COUNTY, MISSISSIPPI

Plans, specifications, and proposal forms may be obtained for free in digital format by sending an email request to Stuart Healy at healysf@cdmsmith.com. If the Bidder so chooses, hardcopies of the Contract Documents may be procured upon payment of a non-refundable Plan Deposit of $100.00 per set, including priority delivery, made out to CDM Smith Inc., 421 Wando Park Boulevard, Suite 210, Mt. Pleasant, SC 29464. All bids must be accompanied by a bid security equal to five percent (5%) of the amount of the bid in the form of a certified check, cashier's check, or a bid bond written by a company properly licensed in Mississippi.

The successful bidder will be required to furnish a contract bond written by a company licensed in Mississippi. The bond will be in the amount equal to One Hundred Percent (100%) of the contract amount.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID FOR CONSTRUCTION OF:
HUB CITY TRANSIT BUS SHELTER
ADA ACCESSIBILITY PROJECT

No bid may be withdrawn for a period of sixty (60) days. The owner reserves the right to reject any or all bids received and to waive informalities.

The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-14 of the Mississippi Code of 1972, annotated and amended, and other applicable state law; but the council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 16th day of April, A.D., 2013.

CITY of HATTIESBURG

BY:Eddie R Myers
/s/ Eddie Myers, City Clerk

PUBLISH: April 22, 2013 and April 29, 2013
0200435558-01

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

4/22/2013
4/29/2013

Size: 415 words / 1.00 col. x 103.00 lines
Published: 2 time(s)
Total: $103.30

Signed Ann Middeke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 4/29/2013.

Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru Notary Public Underwriters

(SEAL)

STATE OF MISSISSIPPI
RICK TYLER
NOTARY PUBLIC
ID No. 90075
Commission Expires
June 29, 2016
RANKIN COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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:

4/4/2013
4/4/2013
4/4/2013

Size: 403 words / 1.00 col. x 109.00 lines
Published: 1 time(s)
Total: $55.61

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/4/2013.

Jennifer J. Brogdon
Notary Public

April 4, 2013
Date

STATE OF MISSISSIPPI (SEAL) NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200433849
Budget Amendment 10%

RESOLUTION

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

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

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer Construction Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE $8,690,553

CUMULATIVE AMENDMENTS $5,276,909

AMENDED BUDGET $13,967,462

DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
Budget ending cash and note proceeds for capital project

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS: Bradley, Delgado, Carroll, Ware, Naylor
NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 19th day of March, 2013.

(SEAL)

ATTEST:

Debra K Bernardo/s/
CLERK OF COUNCIL

ADOPTED:

Kim Bradley/s/
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of March, 2013.

ATTEST:

Eddie R Myers/s/
CITY CLERK

APPROVED:

Johnny L DuPree/s/
MAYOR

Publish: April 4, 2013
0200433849-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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:

4/10/2013
4/10/2013
4/17/2013

Size: 378 words / 1.00 col. x 95.00 lines
Published: 2 time(s)
Total: $92.16

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/17/2013.

Jennifer J Brogdon
Notary Public

April 17, 2013
Date

(SEAL) STATE OF MISSISSIPPI NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200434510
NTB-Quinn Street Bridge

ADVERTISEMENT for BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg will receive sealed bids until 10:00 a.m. on May 9, 2013 , in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

QUINN STREET PEDESTRIAN
BRIDGE REHABILITATION
CITY of HATTIESBURG
FORREST COUNTY, MISSISSIPPI

Plans, specifications and proposal forms may be obtained from Shows, Dearman & Watts, Inc., P.O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon a non-refundable deposit of $100.00. All bids must be accompanied by a bid security equal to five percent (5%) of the amount of the bid in the form of a certified check, cashier's check, or a bid bond written by a company properly licensed in Mississippi.

The successful bidder will be required to furnish a contract bond written by a company licensed in Mississippi. The bond will be in the amount equal to One Hundred Percent (100%) of the contract amount.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID OPENING TIME: 10:00 a.m.
QUINN STREET PEDESTRIAN
BRIDGE REHABILITATION
HATTIESBURG, MISSISSIPPI
DATE of BID OPENING: May 9, 2013

No bid may be withdrawn for a period of sixty (60) days. The owner reserves the right to reject any or all bids received and to waive informalities.

The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-14 of the Mississippi Code of 1972, annotated and amended, and other applicable state law; but the council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 2nd day of April A.D., 2013.

CITY of HATTIESBURG

BY:Eddie R Myers/s/
Eddie Myers, City Clerk

PUBLISH:
4/10/13 & 4/17/13

0200434510-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200434630
NOITRF-2013 Rehab

OBJECTIONS TO RELEASE OF FUNDS

HUD/Mississippi State office will accept objections to its release of funds and the Responsible Entity's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Hattiesburg; (b) the City of Hattiesburg has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the project have committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58), and shall be addressed to HUD, at 100 West Capitol Street, Dr. A. H. McCoy Federal Building, Room 910, Jackson, Mississippi 39269-1096. Potential objectors should contact HUD to verify the actual last day of the objection period.

Andrew Ellard,
Department of Federal & State Programs
Johnny L. Dupree, Ph.D.,
Mayor, City of Hattiesburg

Publish: April 12, 2013
0200434630-01

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:

4/12/2013
4/12/2013
4/12/2013

Size: 609 words / 1.00 col. x 153.00 lines
Published: 1 time(s)
Total: $80.33

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/12/2013.

Jennifer J. Brogdon
Notary Public

April 12, 2013
Date

STATE OF MISSISSIPPI NOTARY PUBLIC (SEAL) ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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:

4/12/2013
4/12/2013

Size: 271 words / 1.00 col. x 70.00 lines
Published: 1 time(s)
Total: $70.04

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/12/2013.

Jennifer J. Brogdon
Notary Public

April 12, 2013
Date

STATE OF MISSISSIPPI NOTARY PUBLIC (SEAL) ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200434747
PN-May

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Erick Garcia, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi. This request, if approved, would change the zoning designation for a certain property located south of Hardy Street and west of Pinehurst Street. (Parcel # 2-029N-09-024.00, PPIN: 13237, Ward 4), from B-3 (Community Business) District to B-1 (Professional Business) District. Said property being more particularly described as follows, to-wit:
The South Half of Lots 1 and 2 of the W.C. Bennett Addition to the City of Hattiesburg, Forrest County, Mississippi, the same being part are subdivision of the Hardy Subdivision of Blocks F and G of the John Kamper Survay of the City of Hattiesburg, Mississippi (1-00 & 102 Pinehurst.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, May 1, 2013, 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 8th day of April, 2013.
CITY OF HATTIESBURG, MISSISSIPPI
BY: Eddie Myers
/s/
CITY CLERK
(SEAL)

Publish:
April 12, 2013
0200434747-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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:

4/12/2013
4/12/2013

Size: 444 words / 1.00 col. x 103.00 lines
Published: 1 time(s)
Total: $60.28

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/12/2013.

Jennifer J. Brogdon
Notary Public

April 12, 2013
Date

STATE OF MISSISSIPPI NOTARY PUBLIC (SEAL) ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200434750
PN-May

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Lawrence C. Gunn, JR. on behalf of Leslie Rutland, Owner with the Mayor and Council of the City of Hattiesburg, Mississippi, to request a Use Permit Upon Review for a "single, helicopter landing pad" as provided in Article 4, Section 50.03 of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for certain property located on the south side of J. Ed Turner Rd. (Parcel # 052A-03-001.00, and PPIN # 08882, Ward 3), said property being located in the NW ¼ of the NW ¼ of Section 2, and also in the NE ¼ of the NE ¼ of Section 3, all in Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at the Northeast Corner of the NW ¼ of Section 2; thence run South 89 degrees 53 minutes 40 seconds West along the north line of Section 2 for 2174.45 feet to and for the Point of Beginning; thence continue South 89 degrees 53 minutes 40 seconds West along said north line for 466.36 feet to the Northeast Corner of Section 3; thence run South 89 degrees 35 minutes 03 seconds West along the North line of said Section 3 for 733.26 feet; thence run South for 874.49 feet to the north right-of-way line of Long Leaf Trace (Rails to Trails); thence run along said north right-of-way for the following calls: along a curve to the right for 645.61 feet, said curve having a radius of 5679.59 feet, an included angle of 08 degrees 31 minutes 50 seconds, a chord length of 644.83 feet, and a chord bearing of South 80 degrees 11 minutes 28 seconds East; thence run South 76 degrees 04 minutes 36 seconds East for 419.45 feet; thence leaving said north right-of-way North for 1125.81 feet back 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 1, 2013, 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 8th day of April, 2013.
CITY OF HATTIESBURG, MISSISSIPPI
BY: Eddie Myers
/s/
CITY CLERK
(SEAL)

Publish
April 12, 2013

0200434750-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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:

4/12/2013
4/12/2013

Size: 460 words / 1.00 col. x 110.00 lines
Published: 1 time(s)
Total: $62.20

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/12/2013.

Jennifer J. Brogdon
Notary Public

April 12, 2013
Date

STATE OF MISSISSIPPI (SEAL) NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON My Commission Expires Sept. 4, 2016 FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200434762
PN-May

L 12, 2013 » HATT

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Lawrence C. Gunn, JR. on behalf of Leslie Rutland, Owner with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330 as amended, of the City of Hattiesburg, Mississippi. This request, if approved, would change the zoning designation for a certain property from "unclassified" or "no zoning designation" to A-1 (General Agricultural) District for a certain property located on the south side of J.Ed Turner Rd. (Parcel # 052A-03-001.00, and PPIN # 08882, Ward 1), said property being located in the NW ¼ of the NW ¼ of Section 2, and also in the NE ¼ of the NE ¼ of Section 3, all in Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at the Northeast Corner of the NW ¼ of Section 2; thence run South 89 degrees 53 minutes 40 seconds West along the north line of Section 2 for 2174.45 feet to and for the Point of Beginning; thence continue South 89 degrees 53 minutes 40 seconds West along said north line for 466.36 feet to the Northeast Corner of Section 3; thence run South 89 degrees 35 minutes 03 seconds West along the North line of said Section 3 for 733.26 feet; thence run South for 874.49 feet to the north right-of-way line of Long Leaf Trace (Rails to Trails); thence run along said north right-of-way for the following calls: along a curve to the right for 845.61 feet, said curve having a radius of 5679.59 feet, an included angle of 08 degrees 31 minutes 50 seconds, a chord length of 844.83 feet, and a chord bearing of South 80 degrees 11 minutes 28 seconds East; thence run South 76 degrees 04 minutes 36 seconds East for 419.45 feet; thence leaving said north right-of-way North for 1125.61 feet back 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 1, 2013, in the Jackie Dale 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 8th day of April, 2013.

CITY OF HATTIESBURG, MISSISSIPPI
BY: Eddie Myers
s/
CITY CLERK
(SEAL)

Publish
April 12, 2013

0200434782-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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:

4/19/2013
4/19/2013
4/19/2013
4/26/2013

Size: 413 words / 1.00 col. x 100.00 lines
Published: 2 time(s)
Total: $100.11

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/26/2013.

Jennifer J. Brogdon
Notary Public

April 26, 2013
Date

(SEAL)

MISSISSIPPI NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200435295
NTB- Bus Shelter

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg will receive sealed bids until 10:00 a.m. on May 23, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

HUB CITY TRANSIT BUS SHELTER
ADA ACCESSIBILITY PROJECT
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

Plans, specifications, and proposal forms may be obtained for free in digital format by sending an email request to Stuart Healy at healyst@cdmsmith.com. If the Bidder so chooses, hardcopies of the Contract Documents may be procured upon payment of a non-refundable Plan Deposit of $100.00 per set, including priority delivery, made out to CDM Smith Inc., 421 Wando Park Boulevard, Suite 210, Mt. Pleasant, SC 29464. All bids must be accompanied by a bid security equal to five percent (5%) of the amount of the bid in the form of a certified check, cashier's check, or a bid bond written by a company properly licensed in Mississippi.

The successful bidder will be required to furnish a contract bond written by a company licensed in Mississippi. The bond will be in the amount equal to One Hundred Percent (100%) of the contract amount.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID FOR CONSTRUCTION OF: HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT

No bid may be withdrawn for a period of sixty (60) days. The owner reserves the right to reject any or all bids received and to waive informalities.

The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-14 of the Mississippi Code of 1972, annotated and amended, and other applicable state law; but the council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 16th day of April, A.D., 2013.

CITY of HATTIESBURG

BY: Eddie R Myers/s/
Eddie Myers, City Clerk

Publish: April 19 & 26, 2013
0200435295-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200435361
Poll Worker Training

PUBLIC NOTICE

Poll Manger training for upcoming City of Hattiesburg elections will be held at Jackie Dole Sherrill Community Center Monday, April 22, 2013, at 6:00 p.m..

If you have questions regarding training please call the City Clerk's Office at (601) 545-4553.

Eddie R. Myers /s/
City Clerk

Publish: April 19, 2013
0200435361-01 +

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:

4/19/2013
4/19/2013
4/19/2013

Size: 76 words / 1.00 col. x 18.00 lines
Published: 1 time(s)
Total: $16.37

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/19/2013.

Jennifer J. Brogdon
Notary Public

April 19, 2013
Date

STATE OF MISSISSIPPI NOTARIAL PUBLIC SEAL
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,
0200435444
RESOLUTION

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:

4/20/2013

Size: 901 words / 2.00 col. x 17
Published: 1 time(s)
Total: $113.12

Signed Kathy Bull
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed be

Jennifer J. B
Notary Public

April 20, 2013
Date

STATE OF MISSISSIPPI (SEAL) NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2015 FORREST COUNTY

RESOLUTION

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

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

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Safety Contractual Services Personal Services Unappropriated

Fund Balance:

ORIGINAL BALANCE
$162,940

CUMULATIVE AMENDMENTS
$24,330

AMENDED BUDGET
$187,270

DESCRIPTION OF ITEMS
NOT PREVIOUSLY
LISTED
Increase budget for special duty wages

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Safety Contractual Services Other Services & Charges

Unappropriated Fund Balance:

ORIGINAL BALANCE
$1,512,445

CUMULATIVE AMENDMENTS
$390,934

AMENDED BUDGET
$1,903,379

DESCRIPTION OF ITEMS
NOT PREVIOUSLY
LISTED
Adjust grant budget, budget for radio system upgrade, increase budget for prisoner housing

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Services Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE
$1,412,283

CUMULATIVE AMENDMENTS
$165,627

AMENDED BUDGET
$1,577,910

DESCRIPTION OF ITEMS
NOT PREVIOUSLY LISTED
Budget for purchase orders carried from prior year; budget for tornado repairs

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Services Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE
$3,229,737

CUMULATIVE AMENDMENTS
$943,450

AMENDED BUDGET
$4,173,187

DESCRIPTION OF ITEMS
NOT PREVIOUSLY
LISTED
Budget for purchase orders carried from prior year; budget for recycling costs; budget for tornado repairs

Section 5. That the following budget amendments are hereby authorized to be made in the City's Parks & Recreation Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE
$489,000

CUMULATIVE AMENDMENTS
$245,418

AMENDED BUDGET
$734,418

DESCRIPTION OF ITEMS
NOT PREVIOUSLY
LISTED
Budget for purchase orders carried from prior year, budget for tornado repairs; budget grant award

Section 6. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE
$74,600

CUMULATIVE AMENDMENTS
$23,047

AMENDED BUDGET
$97,647

DESCRIPTION OF ITEMS
NOT PREVIOUSLY
LISTED
Budget forfeiture funds received for equipment purchases

Section 7. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS: Bradley, Carroll, Delgado, Ware, Naylor
NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 16th day of April, 2013.

(SEAL)

ATTEST: ADOPTED:

Debra K Bernardo/s/ CLERK OF COUNCIL
Kim Bradley/s/ PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of April, 2013.

ATTEST: APPROVED:

Eddie R Myers/s/ CITY CLERK
Johnny L DuPree/s/ MAYOR

Publish: April 20, 2013 0200435444-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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:

4/24/2013
4/24/2013
4/24/2013
5/1/2013

Size: 270 words / 1.00 col. x 63.00 lines
Published: 2 time(s)
Total: $68.65

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 5/1/2013.

Jennifer J. Brogdon
Notary Public

May 1, 2013
Date

STATE OF MISSISSIPPI NOTARY PUBLIC (SEAL) ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200435386
NTB-BACKHOE

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 16 2013, in the City Clerk=s Office in the City Hall of said City for furnishing the City=s requirements of the following items for the Public Works Department, to-wit:

12 MONTH RENTAL ON A NEW CURRENT MODEL 2013 WHEEL LOADER BACKHOE

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 20t 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 16th day of April, 2013

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R Myers/s/
CITY CLERK

(SEAL)

Publish: April 24, 2013 May 1, 2013 0200435386-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200435391
NTB- Fire Dept Uniforms

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 16, 2013, in the City Clerk=s Office in the City Hall of said City for furnishing the City=s requirements of the following supplies, to-wit:

ITEM #17 UNIFORMS FOR THE HATTIESBURG FIRE DEPARTMENT

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.
Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.
The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 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 16th day of April, 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R Myers/s/
CITY CLERK

(SEAL)

Publish: April 24, 2013 May 1, 2013

0200435391-01

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:

4/24/2013
4/24/2013
4/24/2013
5/1/2013

Size: 261 words / 1.00 col. x 60.00 lines
Published: 2 time(s)
Total: $63.67

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 5/1/2013.

Jennifer J. Brogdon
Notary Public

May 1, 2013
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

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:

4/27/2013
4/27/2013
4/27/2013

Size: 95 words / 1.00 col. x 20.00 lines
Published: 1 time(s)
Total: $18.65

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/27/2013.

Jennifer J. Brogdon
Notary Public

April 27, 2013
Date

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2015
FOREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200436064
Testing Voting Machine

RIL 27, 2013 » 9B

PUBLIC NOTICE

The City of Hattiesburg will hold logic and accuracy testing of the TSX Voting machines that will be used in the upcoming elections on May 7, 2013. The testing will start Tuesday, April 30, 2013, 9:00 a.m. and will continue until completed at City Hall, 2nd floor.

The public is invited to attend.

Eddie R. Myers /s/
City Clerk

Publish: April 27, 2013
0200436064-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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:

4/27/2013
4/27/2013
4/27/2013

Size: 69 words / 1.00 col. x 15.00 lines
Published: 1 time(s)
Total: $15.53

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/27/2013.

Jennifer J. Brugdon
Notary Public

April 27, 2013
Date

(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 90911 JENNIFER J. BRUGDON Commission Expires Sept. 6, 2016 FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200436067
Poll Worker Training

PUBLIC NOTICE

Poll Manger training for upcoming City of Hattiesburg elections will be held at Jackie Dale Sharrill Community Center, Wednesday, May 1, 2013, at 5:00 p.m.

If you have questions regarding training please call the City Clerk's Office at (601)545-4553..

Publish: April 27, 2013
0200436067-01

City of Hattiesburg, MS

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

Master

File Number: 2013-0278

File ID:	2013-0278	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/14/2013
Brief Title:	CDBG Manual Checks			**Final Action:**	
				Minute Book Number:	MB2013-152

Title:

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

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	CDBG Supporting Docs, MEMORANDUM-Manual Checks-CDBG	**Enactment Number:**	
Contact:		**Meeting Date:**	05/21/2013
Drafter:	Anita Bratcher	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/21/2013					

Text of Legislative File 2013-0278

Title

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

Summary

CDBG Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH
Phone #(601)408-3588

Address: **28 Pine Street**
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Maudell Corley
302 Hall Ave.
Hattiesburg, MS 39401

Request: **Change order request for cost and installation of sit-down type tub for Home. Cost of building needed walls, adding of additional circuits for Running motor and heater connected to tub and bracing/build-up of flooring Under home at tub.**

Cost of tub and pick-up/delivery	$ 3,500.00
Cost to build extra walls and finish (Tear out wall)	$ 2,200.00
Cost to add additional circuits	$ 580.00
Cost to install tub with relocating drain (Tile surround)	$ 1040.00
Cost to brace up floor/level	$ 1,600.00
Total cost of change orders	$ 8,920.00

Signature: Johnnie L Smith
Date: 4-25-13
5/13/13

05-13-13P04:04 RCVD

"Breaking the Shackles of Poverty Through Services"

INVOICE
REIMBURSEMENT

Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
P 601-582-3475
F 601-582-0149

BILL TO:
City of Hattiesburg
Department of Federal & State Programs
P. O. Box 1898, Hattiesburg, MS 39401
Phone: 601.545.4558

Project	Property Address	Invoice	Date
Emergency Repair	306 J C Killingsworth	01	May 2,2013

Quantity	Description	Unit Price	Total
1	Draw – electrical	1	650.00
1	Materials	1	1150.07
1	Labor	1	699.93
			$2,500.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

Jerry Arrington
P. O. Box 722
Mt. Olive, MS 39119
Phone 601-606-0678

INVOICE

DATE: MAY 1, 2013

TO:
BREAKTHROUGH COMMUNITY SERVICES, INC.
1313 COUNTRY CLUB ROAD
HATTIESBURG, MS 39401
(601) 582-3475

FOR:
306 J C Killingsworth
Hattiesburg, MS 39401

DESCRIPTION	AMOUNT
Draw Request – Emergency Repair – 306 J C Killingsworth	
Electrical – Install smoke detectors and lights	650.00
Materials	1150.07
Labor	699.93
TOTAL	**$2,500.00**

Jerry Arrington

Make all checks payable to **Jerry Arrington**
Payment is due within 30 days.
If you have any questions concerning this invoice, call 601-606-0678

Thank you for your business!

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 14, 2013

The following request for payment is being submitted for approval during the City Council's May 21, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	**Maudell Corley**
Activity:	Rehabilitation
Program:	CDBG
Project Site:	302 Hall Ave
Amount Requested:	**$650.00**
Purpose of Request:	Temporary Relocation – 5/07/201 – 6/06/2013
Work Provided by:	n/a

Recipient:	**Smith's Remodeling**
Activity:	Rehabilitation
Program:	CDBG
Project Site:	302 Hall Ave.
Amount Requested:	**$8,920.00**
Purpose of Request:	Change Order #2
Work Provided by:	Smith's Remodeling

Recipient:	**Breakthrough Community Services**
Activity:	Emergency Repair
Program:	CDBG
Project Site:	306 JC Killingsworth
Amount Requested:	**$2,500.00**
Purpose of Request:	Draw #1
Work Provided by:	J & J Construction

City of Hattiesburg, MS

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

Master

File Number: 2013-0295

File ID:	2013-0295	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	05/15/2013
Brief Title:	Claims Docket			**Final Action:**	
				Minute Book Number:	MB2013-152

Title:
Approve Claims Docket for the period ending May 17, 2013.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Claims Docket 5-17-13	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	05/21/2013					

Text of Legislative File 2013-0295

Title
Approve Claims Docket for the period ending May 17, 2013.

Summary
Claims Docket.

..Budget Information

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MAY 17, 2013

Date - 05/16/13

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND								
00001	A A A AMBULANCE SERVICE	12-55747 WRI	00133356	12005320	SERV 10/21/12 WRIGHT-PRISONER	05/17/13	230474	204.28-
00001	A A A AMBULANCE SERVICE	13-14075 LUS	00133356	12005321	SERV 3/17/13 LUSIGNAN-PRISNR	05/17/13	230474	278.01-
A A AAMBULANCE SERVICE								
Sum								482.29-
00001	A 1 FIRE EQUIPMENT	1468	00132721	12004887	RPLCMNT NOZZLE P/F ACADEMY	05/17/13	230476	483.89-
A 1 FIRE EQUIPMENT								
Sum								483.89-
00001	A. RIFKIN CO.	4108068	00132932	12004943	ELECTION BAGS	05/17/13	230477	319.41-
A. RIFKIN CO.								
Sum								319.41-
00001	AAMCO TRANS/AUTOMOTIVE S	126094	00132890	12004780	DOOR REPR U#17113 POLICE	05/17/13	230478	155.00-
AAMCOTRANS/AUTOMOTIVE S								
Sum								155.00-
00001	ABSOLUTE PRINT SOLUTIONS	166784	00132742	12004812	VOTER CARDS	05/17/13	230479	536.29-
ABSOLUTE PRINT SOLUTIONS								
Sum								536.29-
00001	ADAMS, WILMA (POLL WORKE	5/7/13 PRIMA	02013453	12005232	5/7/13 PRIMARY ELECTION	05/17/13	230481	143.00-
ADAMS,WILMA (POLL WORKE								
Sum								143.00-
00001	ADVANCE AUTO PARTS	560431277261	00133114	12005351	REPR PTS U#10200 POLICE	05/17/13	230483	122.21-
00001	ADVANCE AUTO PARTS	560431147216	00132845	12005360	REPR PTS U#9605 STREET	05/17/13	230483	156.90-
ADVANCE AUTO PARTS								
Sum								279.11-
00001	ADVANCED JANITORIAL SERV	20285 CITY H	00132923	12004771	SERVS 4/13 CITY HALL/ENGR	05/17/13	230484	1,925.00-
00001	ADVANCED JANITORIAL SERV	20285 TRAFFI	00132923	12004772	SERVS 4/13 TRAFFIC OFFICE	05/17/13	230484	250.00-
ADVANCED JANITORIAL SERV								
Sum								2,175.00-
00001	AIRGAS USA LLC (NORDAN S	9909419387 G	00133328	12005319	CYL RENT 5/13 VARI DEPTS	05/17/13	230486	587.92-
AIRGASUSA LLC (NORDAN S								
Sum								587.92-
00001	ALLBRITTON CHAIN SAW & L	26077	00132945	12004981	BRUSH CUTTER HEALTH/STREET	05/17/13	230488	3,100.00-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ALLBRITTON CHAIN SAW & L								
Sum								3,100.00-
00001	ALLEN, ASHLEY (POLL WORK	5/7/13 PRIMA	02013453	12005308	5/7/13 PRIMARY ELECTION	05/17/13	230489	18.00-
ALLEN,ASHLEY (POLL WORK								
Sum								18.00-
00001	ALVAREZ, PEDRO (POLL WOR	5/7/13 PRIMA	02013453	12005207	5/7/13 PRIMARY ELECTION	05/17/13	230491	143.00-
ALVAREZ, PEDRO (POLL WOR								
Sum								143.00-
00001	AMERICAN HEART ASSOC (RE	DAMAGE DEP R	02013456	12005186	DAMAGE DEPOSIT REFUND	05/17/13	230492	550.00-
AMERICAN HEART ASSOC (RE								
Sum								550.00-
00001	ARNOLD LINE WATER ASSN I	2145 4/25/13	00020138	12004849	SERV 3/21-4/23/13 #8 FIRE STA	05/17/13	230496	23.00-
ARNOLDLINE WATER ASSN I								
Sum								23.00-
00001	ASH MILLWORKS	35216	00132944	12005158	BLDG MATLS SHOP OFFICE RENOVA	05/17/13	230498	1,347.90-
ASH MILLWORKS								
Sum								1,347.90-
00001	AT&T	601M23905500	00020138	12004938	VEHICLE LOC MNT 5/13 POLICE	05/17/13	230500	202.00-
00001	AT&T	601M28940440	00020138	12005368	MNTHLY 5/13 VARI DEPTS	05/17/13	230500	279.75-
AT&T								
Sum								481.75-
00001	ATCO INTERNATIONAL	I0375277	00133137	12005170	ANT KILLER CEMETERY	05/17/13	230501	511.00-
ATCO INTERNATIONAL								
Sum								511.00-
00001	AUTO ARMATURE SERVICE IN	0451	00132807	12004850	BATTERY U#14245 POLICE	05/17/13	230502	119.95-
00001	AUTO ARMATURE SERVICE IN	0452	00132807	12004851	BATTERY U#19083 POLICE	05/17/13	230502	149.95-
00001	AUTO ARMATURE SERVICE IN	0453	00132807	12004852	BATTERY U#17893 POLICE	05/17/13	230502	158.95-
00001	AUTO ARMATURE SERVICE IN	0455	00132917	12005090	BATTERY U#17528 TRAFFIC	05/17/13	230502	119.95-
00001	AUTO ARMATURE SERVICE IN	0702	00133154	12005378	ALTERNATOR U#10799 STREET	05/17/13	230502	149.95-
00001	AUTO ARMATURE SERVICE IN	0703	00133154	12005379	BATTERY U#8877 SANIT	05/17/13	230502	253.90-
00001	AUTO ARMATURE SERVICE IN	0701	00133155	12005380	BATTERY U#16722 STREET	05/17/13	230502	119.95-
AUTO ARMATURE SERVICE IN								
Sum								1,072.60-
00001	AUTO TRIM	6145	00132950	12004781	TINT WINDOWS U#17579 POLICE	05/17/13	230503	130.00-
AUTO TRIM								
Sum								130.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	AUTO ZONE	0139485144	00132848	12004859	REPR PTS U#9605 STREET	05/17/13	230504	38.11-
00001	AUTO ZONE	0139462256	00132261	12005141	GENERATOR BATTERY P/F ACDMY	05/17/13	230504	159.97-
AUTO ZONE								
Sum								198.08-
00001	AUTOMOTIVE GLASS SPECIAL	I142299	00132589	12004885	MIRROR REPR U#14128 POLICE	05/17/13	230506	38.00-
00001	AUTOMOTIVE GLASS SPECIAL	I142540	00132866	12004895	WINDSHIELD U#16240 CONSTR	05/17/13	230506	225.00-
00001	AUTOMOTIVE GLASS SPECIAL	I142210	00132427	12004897	SIDE MIRROR U#13024 FORESTRY	05/17/13	230506	38.00-
00001	AUTOMOTIVE GLASS SPECIAL	I142214	00132435	12004982	DOOR GLASS U#17017 STREET	05/17/13	230506	280.74-
AUTOMOTIVE GLASS SPECIAL								
Sum								581.74-
00001	BANCORPSOUTH EQUIPMENT F	002-0070193-	02013429	12004765	GARB TRK LEASE DUE 5/13	05/01/13	17665	34,542.83-
BANCORPSOUTH EQUIPMENT F								
Sum								34,542.83-
00001	BARDWELL, CARLA (POLL WO	5/7/13 PRIMA	02013453	12005246	5/7/13 PRIMARY ELECTION	05/17/13	230511	143.00-
BARDWELL, CARLA (POLL WO								
Sum								143.00-
00001	BAYES, VAL (POLL WORKER)	5/7/13 PRIMA	02013453	12005244	5/7/13 PRIMARY ELECTION	05/17/13	230514	143.00-
BAYES,VAL (POLL WORKER)								
Sum								143.00-
00001	BEAVER INDUSTRIES INC	11509	00133112	12005352	LUBRICANTS/OIL POLICE STOCK	05/17/13	230515	170.00-
BEAVERINDUSTRIES INC								
Sum								170.00-
00001	BENNETT'S LOCK & KEY SHO	62331	00131978	12004873	LOCKS/KEYS 4/13 POLICE	05/17/13	230517	4.75-
00001	BENNETT'S LOCK & KEY SHO	62336	00131978	12004874	LOCKS/KEYS 4/13 POLICE	05/17/13	230517	6.60-
00001	BENNETT'S LOCK & KEY SHO	62357	00131978	12004875	LOCKS/KEYS 4/13 POLICE	05/17/13	230517	27.57-
00001	BENNETT'S LOCK & KEY SHO	62364	00131978	12004876	LOCKS/KEYS 4/13 POLICE	05/17/13	230517	1.25-
00001	BENNETT'S LOCK & KEY SHO	62377	00131978	12004877	LOCKS/KEYS 4/13 POLICE	05/17/13	230517	20.00-
00001	BENNETT'S LOCK & KEY SHO	62382	00131978	12004878	LOCKS/KEYS 4/13 POLICE	05/17/13	230517	6.25-
BENNETT'S LOCK & KEY SHO								
Sum								66.42-
00001	BENSON, LINDA (POLL WORK	5/7/13 PRIMA	02013453	12005287	5/7/13 PRIMARY ELECTION	05/17/13	230518	163.00-
BENSON, LINDA (POLL WORK								
Sum								163.00-
00001	BETHLEY, CHERYL (POLL WO	5/7/13 PRIMA	02013453	12005212	5/7/13 PRIMARY ELECTION	05/17/13	230519	143.00-
BETHLEY, CHERYL (POLL WO								
Sum								143.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	BIG DADDY'S PARTY JUMPS	14058	00133172	12005315	KIDS ENTERTAINMENT TRAIN DAY	05/17/13	230521	350.00-
00001	BIG DADDY'S PARTY JUMPS	14125	00133362	12005316	FUN JUMP GENERATOR TRAIN DAY	05/17/13	230521	55.00-
BIG DADDY'S PARTY JUMPS								
Sum								405.00-
00001	BLAND, LENA MAE (POLL WO	5/7/13 PRIMA	02013453	12005297	5/7/13 PRIMARY ELECTION	05/17/13	230522	143.00-
BLAND,LENA MAE (POLL WO								
Sum								143.00-
00001	BLOSSMAN GAS INC	PO#132937 5/	00132937	12004980	PROPANE U#1302 STREET	05/17/13	230523	75.00-
BLOSSMAN GAS INC								
Sum								75.00-
00001	BLOUNT, EARNEST (POL	5/7/13 PRIMA	02013453	12005279	5/7/13 PRIMARY ELECTION	05/17/13	230524	143.00-
BLOUNT, EARNEST (POL								
Sum								143.00-
00001	BOURNE BROTHERS PRINTING	47243	00133174	12005343	ADDRESS STAMP MUN COURT	05/17/13	230527	93.75-
BOURNEBROTHERS PRINTING								
Sum								93.75-
00001	BRIDGE & WATSON INC	VOTING RIGHT	00133124	12004952	VOTING RIGHTS LITIGATION 4/13	05/17/13	230531	10,335.71-
BRIDGE& WATSON INC								
Sum								10,335.71-
00001	BROADWAY DRIVE TIRE	087106	00132469	12005008	TIRE U#3643 HEALTH	05/17/13	230532	71.00-
BROADWAY DRIVE TIRE								
Sum								71.00-
00001	BROWN, CHRISTINE	TRAV ADVANCE	00133059	12004949	TRAV ADV-TRANSIT SERV CLASS	05/17/13	230533	1,092.88-
BROWN,CHRISTINE								
Sum								1,092.88-
00001	BROWN, HATTIE (POLL WO	5/7/13 PRIM	02013453	12005284	5/7/13 PRIMARY ELECTION	05/17/13	230534	143.00-
BROWN,HATTIE (POLL WO								
Sum								143.00-
00001	BRUCE & LUCY SCOTT (REFU	DAMAGE DEP R	02013456	12005182	DAMAGE DEPOSIT REFUND	05/17/13	230535	300.00-
00001	BRUCE & LUCY SCOTT (REFU	DAMAGE DEP R	02013456	12005183	DAMAGE DEPOSIT REFUND	05/17/13	230535	200.00-
BRUCE& LUCY SCOTT (REFU								
Sum								500.00-
00001	BURKETT, JOYCE (POLL WOR	5/7/13 PRIMA	02013453	12005224	5/7/13 PRIMARY ELECTION	05/17/13	230542	193.00-
BURKETT, JOYCE (POLL WOR								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								193.00-
00001	C D W GOVERNMENT	CB26343	00132999	12004946	EXCHANGE SERVER HARD DRIVE	05/17/13	230544	1,628.16-
C D WGOVERNMENT								
Sum								1,628.16-
00001	C SPIRE WIRELESS (CELLUL	3/23/13-4/22	02013467	12005381	CELL SERV 3/13 VARI DEPTS	05/17/13	230545	7,430.98-
C SPIRE WIRELESS (CELLUL								
Sum								7,430.98-
00001	CARQUEST AUTO PARTS STOR	14758-5135	00132306	12004853	REPR PTS POLICE STOCK	05/17/13	230548	122.08-
00001	CARQUEST AUTO PARTS STOR	14758-5137	00132297	12004860	REPR PTS U#12023 STREET	05/17/13	230548	115.38-
00001	CARQUEST AUTO PARTS STOR	14758-5141	00132298	12004861	REPR PTS U#12023 STREET	05/17/13	230548	188.74-
00001	CARQUEST AUTO PARTS STOR	14758-5140	00132298	12004862	REPR PTS U#11970 CONSTR	05/17/13	230548	68.70-
00001	CARQUEST AUTO PARTS STOR	14758-4521	00132628	12004863	REPR PTS U#15784 STREET	05/17/13	230548	163.51-
00001	CARQUEST AUTO PARTS STOR	14758-4522	00132628	12004864	REPR PTS U#17508 STREET	05/17/13	230548	20.48-
00001	CARQUEST AUTO PARTS STOR	14758-5477	00132792	12004983	REPR PTS U#16201 STREET	05/17/13	230548	96.88-
00001	CARQUEST AUTO PARTS STOR	14758-5482	00132808	12004984	REPR PTS U#10799 STREET	05/17/13	230548	73.06-
00001	CARQUEST AUTO PARTS STOR	14758-5479	00132849	12004994	REPR PTS U#9604 SHOP	05/17/13	230548	35.72-
00001	CARQUEST AUTO PARTS STOR	14758-5480	00132849	12004995	REPR PTS U#14012 STREET	05/17/13	230548	97.00-
00001	CARQUEST AUTO PARTS STOR	14758-6006	00133113	12005353	REPR PTS POLICE STOCK	05/17/13	230548	556.57-
00001	CARQUEST AUTO PARTS STOR	14758-6007	00133113	12005354	REPR PTS POLICE STOCK	05/17/13	230548	135.15-
CARQUEST AUTO PARTS STOR								
Sum								1,673.27-
00001	CARTER, BEVERLY/ELECTION	5/7/13 PRIMA	02013453	12005210	5/7/13 PRIMARY ELECTION	05/17/13	230549	163.00-
CARTER, BEVERLY/ELECTION								
Sum								163.00-
00001	CARTER, QUIENTA (POLL WO	5/7/13 PRIMA	02013453	12005214	5/7/13 PRIMARY ELECTION	05/17/13	230550	193.00-
CARTER, QUIENTA (POLL WO								
Sum								193.00-
00001	CASTLE, RUSSLYN (POLL WO	5/7/13 PRIMA	02013453	12005271	5/7/13 PRIMARY ELECTION	05/17/13	230551	143.00-
CASTLE, RUSSLYN (POLL WO								
Sum								143.00-
00001	CHAIN ELECTRIC COMPANY	24317	00132813	12005044	GENERATOR REPR JAMES ST FACL	05/17/13	230554	57.96-
CHAINELECTRIC COMPANY								
Sum								57.96-
00001	CHESTER, DENISE (POLL WO	5/7/13 PRIMA	02013453	12005211	5/7/13 PRIMARY ELECTION	05/17/13	230555	143.00-
CHESTER, DENISE (POLL WO								
Sum								143.00-
00001	CICIS PIZZA	PO#133228 5/	00133228	12005313	FOOD NATL TRAIN DAY 5/11/13	05/17/13	230557	80.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CICISPIZZA								
Sum								80.00-
00001	CITY OF HATTIESBURG FUND	REIM PAYROLL	20134320	12004764	3/22/13 P/R RECONCILING DIFF	05/01/13	17664	57.38-
00001	CITY OF HATTIESBURG FUND	TRF COVER 1S	02013435	12004766	TRF COV 1ST 5/13 PAYROLL	05/01/13	17666	885,796.76-
00001	CITY OF HATTIESBURG FUND	TRF 2ND MAY	02013457	12005342	TRF COVER 2ND MAY 2013 PAYROLL	05/15/13	17685	1,014,488.42-
CITY OF HATTIESBURG FUND								
Sum								1,900,342.56-
00001	CLARION LEDGER (ADVERTIS	C19347 41149	00133374	12005345	PROOFS PUBLICATION 4/13	05/17/13	230559	198.68-
CLARION LEDGER (ADVERTIS								
Sum								198.68-
00001	CLARKE POWER SERVICES IN	C108002943:0	00132564	12005043	REPR PTS U#15064 FIRE DEPT	05/17/13	230561	1,162.56-
00001	CLARKE POWER SERVICES IN	C108003037:0	00132564	12005050	CREDIT	05/17/13	230561	1,147.56
CLARKEPOWER SERVICES IN								
Sum								15.00-
00001	CLEMTS HARDWARE	105824	00132764	12004842	HAND TOOLS SANIT DEPT	05/17/13	230563	584.95-
CLEMTSHARDWARE								
Sum								584.95-
00001	COMCAST CABLEVISION OF H	095776410200	00133123	12004963	BRDBAND 5/15-6/14 #7 FIRE STA	05/17/13	230569	60.02-
COMCAST CABLEVISION OF H								
Sum								60.02-
00001	COMPREHENSIVE RADIOLOGY	03425512501	00133354	12005327	SERV 8/11/12 BRANTLEY-PRISONR	05/17/13	230570	159.00-
COMPREHENSIVE RADIOLOGY								
Sum								159.00-
00001	COMSOUTH	169548	00132679	12004845	RADIO ANTENNA AIRPT TERMINAL	05/17/13	230571	855.00-
00001	COMSOUTH	169579	00132767	12004884	RADIO BATTERIES POLICE DEPT	05/17/13	230571	1,176.00-
00001	COMSOUTH	169633	00132972	12004886	RADIO REPR POLICE DEPT	05/17/13	230571	75.00-
00001	COMSOUTH	169714	00132978	12005079	RADIO ANTENNA-BURNETT-POLICE	05/17/13	230571	38.00-
00001	COMSOUTH	169734	00133180	12005080	RADIO ANTENNA-JACKSON-POLICE	05/17/13	230571	38.00-
00001	COMSOUTH	169521	00132645	12005082	RADIO REPR POLICE DEPT	05/17/13	230571	415.00-
00001	COMSOUTH	169795	00132956	12005092	RADIOS-HEALTH DIVISION	05/17/13	230571	3,435.00-
00001	COMSOUTH	169150	00131721	12005095	RADIO/EQUIP U#18566 CEMETERY	05/17/13	230571	1,625.00-
COMSOUTH								
Sum								7,657.00-
00001	CONLEY, CASHENA (POLL WO	5/7/13 PRIMA	02013453	12005229	5/7/13 PRIMARY ELECTION	05/17/13	230572	163.00-
CONLEY, CASHENA (POLL WO								
Sum								163.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	CONLEY, KEOSHA (POLL WOR	5/7/13 PRIMA	02013453	12005257	5/7/13 PRIMARY ELECTION	05/17/13	230573	143.00-
CONLEY, KEOSHA (POLL WOR								
Sum								143.00-
00001	CONSOLIDATED PLASTICS CO	7356620	00132778	12005127	FLOOR MATS TRAIN DEPOT	05/17/13	230574	737.13-
CONSOLIDATED PLASTICS CO								
Sum								737.13-
00001	COUGHLIN'S FLORIST	PO#133210 5/	00133210	12005078	WREATHS POLICE MEMORIAL DAY	05/17/13	230578	200.00-
COUGHLIN'S FLORIST								
Sum								200.00-
00001	COURTESY MOTORS INC	177516	00133073	12005024	OIL CHANGE U#17527 FED/STATE	05/17/13	230579	36.96-
00001	COURTESY MOTORS INC	177539	00133116	12005025	BRAKE REPR U#17527 FED/STATE	05/17/13	230579	194.95-
COURTESY MOTORS INC								
Sum								231.91-
00001	CROCKELL, CHARLOTTE (REF	DAMAGE DEP R	02013456	12005184	DAMAGE DEPOSIT REFUND	05/17/13	230581	300.00-
CROCKELL, CHARLOTTE (REF								
Sum								300.00-
00001	CROCKET, TAWNYA (POLL WO	5/7/13 PRIMA	02013453	12005253	5/7/13 PRIMARY ELECTION	05/17/13	230582	143.00-
CROCKET, TAWNYA (POLL WO								
Sum								143.00-
00001	CROCKRUM, DARRELL (POLL	5/7/13 PRIMA	02013453	12005200	5/7/13 PRIMARY ELECTION	05/17/13	230583	143.00-
CROCKRUM, DARRELL (POLL								
Sum								143.00-
00001	CROWELL RODRICK	TRAVEL REIMB	00133296	12005142	EXPNS ROPE RESCUE CLASSES	05/17/13	230584	125.24-
CROWELL RODRICK								
Sum								125.24-
00001	D P S CRIME LAB	IN 711 13CL0	00133360	12005318	ANALYTICAL FEES 5/13 POLICE	05/17/13	230587	150.00-
00001	D P S CRIME LAB	IN 711 13CL0	00133401	12005357	EVIDENCE ANALYSIS FIRE DEPT	05/17/13	230587	50.00-
D P SCRIME LAB								
Sum								200.00-
00001	DAVIS, ANGELA (POLL WORK	5/7/13 PRIMA	02013453	12005213	5/7/13 PRIMARY ELECTION	05/17/13	230588	163.00-
DAVIS,ANGELA (POLL WORK								
Sum								163.00-
00001	DAVIS, RUTHIE (POLL WORK	5/7/13 PRIMA	02013453	12005252	5/7/13 PRIMARY ELECTION	05/17/13	230589	143.00-
DAVIS,RUTHIE (POLL WORK								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								143.00-
00001	DELTA FOREMOST CHEMICAL	942838	00132853	12004826	CLEANING SUPP FIRE DEPT	05/17/13	230591	270.71-
DELTAFOREMOST CHEMICAL								
Sum								270.71-
00001	DEMENT PRINTING COMPANY	0131309-001	00132775	12004813	VOTER SIGNATURE BOOKS	05/17/13	230592	228.80-
00001	DEMENT PRINTING COMPANY	0130873.001	00132338	12004882	BALLOTS FOR ELECTION	05/17/13	230592	254.03-
00001	DEMENT PRINTING COMPANY	0131640-001	00132863	12005124	AFFIDAVIT/BALLOT ENVELOPES	05/17/13	230592	113.94-
00001	DEMENT PRINTING COMPANY	0130872-001	00132338	12005367	ELECTION SUPPLIES	05/17/13	230592	156.15-
DEMENTPRINTING COMPANY								
Sum								752.92-
00001	DENT, INEZ (POLL WORKER	5/7/13 PRIMA	02013453	12005261	5/7/13 PRIMARY ELECTION	05/17/13	230594	143.00-
DENT,INEZ (POLL WORKER								
Sum								143.00-
00001	DEPOT COFFEEHOUSE AND BI	829863	00133093	12005022	REFRSHMNTS MPO MEET 5/8/13	05/17/13	230595	50.00-
DEPOTCOFFEEHOUSE AND BI								
Sum								50.00-
00001	DOSS, PERRY (POLL WORKER	5/7/13 PRIMA	02013453	12005219	5/7/13 PRIMARY ELECTION	05/17/13	230598	143.00-
DOSS,PERRY (POLL WORKER								
Sum								143.00-
00001	DOSS, SONDRA S (POLL WO	5/7/13 PRIMA	02013453	12005218	5/7/13 PRIMARY ELECTION	05/17/13	230599	163.00-
DOSS,SONDRA S (POLL WO								
Sum								163.00-
00001	DOSSETT PONTIAC CADILLAC	PNCS127819	00132918	12004822	IGNITION REPR U#19083 POLICE	05/17/13	230600	814.18-
DOSSETT PONTIAC CADILLAC								
Sum								814.18-
00001	DRUNK BUSTERS OF AMERICA	14586	00132225	12005140	TRAINING EQUIP P/F ACADEMY	05/17/13	230601	177.00-
DRUNKBUSTERS OF AMERICA								
Sum								177.00-
00001	DUNAGIN PEST CONTROL(PRE	8751728	00020133	12005098	Q/E 6/30/13 POLICE COMPLEX	05/17/13	230605	135.00-
00001	DUNAGIN PEST CONTROL(PRE	8752023	00020133	12005099	Q/E 6/30/13 POLICE SUB-STA	05/17/13	230605	56.70-
00001	DUNAGIN PEST CONTROL(PRE	8751712	00020133	12005100	Q/E 6/30/13 #1 FIRE STA	05/17/13	230605	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8751713	00020133	12005101	Q/E 6/30/13 #2 FIRE STA	05/17/13	230605	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8751714	00020133	12005102	Q/E 6/30/13 #3 FIRE STA	05/17/13	230605	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8751721	00020133	12005103	Q/E 6/30/13 #4 FIRE STA	05/17/13	230605	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8751716	00020133	12005104	Q/E 6/30/13 #5 FIRE STA	05/17/13	230605	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8751717	00020133	12005105	Q/E 6/30/13 #6 FIRE STA	05/17/13	230605	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8751718	00020133	12005106	Q/E 6/30/13 #7 FIRE STA	05/17/13	230605	54.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	DUNAGIN PEST CONTROL(PRE	8751719	00020133	12005107	QE 6/30/13 #8 FIRE STA	05/17/13	230605	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8751727	00020133	12005108	Q/E 6/30/13 POLICE RANGE	05/17/13	230605	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8751730	00020133	12005109	Q/E 6/30/13 P/F ACADEMY	05/17/13	230605	60.00-
00001	DUNAGIN PEST CONTROL(PRE	8752024	00020133	12005110	Q/E 6/30/13 POL PAVILION	05/17/13	230605	56.70-
00001	DUNAGIN PEST CONTROL(PRE	8751705	00020133	12005111	Q/E 6/30/13 CITY HALL	05/17/13	230605	75.00-
00001	DUNAGIN PEST CONTROL(PRE	8751738	00020133	12005112	Q/E 6/30/13 TRAFFIC OFFICE	05/17/13	230605	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8751711	00020133	12005113	Q/E 6/30/13 ENGR OFFICES	05/17/13	230605	60.00-
00001	DUNAGIN PEST CONTROL(PRE	8751703	00020133	12005114	Q/E 6/30/13 CITY BARN	05/17/13	230605	285.00-
00001	DUNAGIN PEST CONTROL(PRE	8751697	00020133	12005115	Q/E 6/30/13 AIRPORT	05/17/13	230605	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8751696	00020133	12005116	Q/E 6/30/13 AIRPORT MAINT	05/17/13	230605	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8751989	00020133	12005117	Q/E 6/30/13 HANGER #3	05/17/13	230605	54.00-
00001	DUNAGIN PEST CONTROL(PRE	8751709	00020133	12005118	Q/E 6/30/13 TRAIN DEPOT	05/17/13	230605	45.00-
00001	DUNAGIN PEST CONTROL(PRE	8751722	00020133	12005119	Q/E 6/30/13 HILND CEM	05/17/13	230605	45.00-
00001	DUNAGIN PEST CONTROL(PRE	8751734	00020133	12005120	Q/E 6/30/13 SOUTH HILL CEM	05/17/13	230605	45.00-
								---
DUNAGIN PEST CONTROL(PRE								
Sum								1,565.40-
00001	DUNCAN LARRY (POLL WORKE	5/7/13 PRIMA	02013453	12005193	5/7/13 PRIMARY ELECTIONS	05/17/13	230606	50.00-
								---
DUNCANLARRY (POLL WORKE								
Sum								50.00-
00001	DWIGHT, LILLIE (POLL WOR	5/7/13 PRIMA	02013453	12005240	5/7/13 PRIMARY ELECTION	05/17/13	230609	143.00-
								---
DWIGHT, LILLIE (POLL WOR								
Sum								143.00-
00001	EASHMOND, JACQUELINE (P	5/7/13 PRIM	02013453	12005281	5/7/13 PRIMARY ELECTION	05/17/13	230610	163.00-
								---
EASHMOND, JACQUELINE (P								
Sum								163.00-
00001	EASHMOND, JOHNNIE L JR (	5/7/13 PRIMA	02013453	12005286	5/7/13 PRIMARY ELECTION	05/17/13	230611	193.00-
								---
EASHMOND, JOHNNIE L JR (								
Sum								193.00-
00001	EASTERLING, ISAIAH (POLL	5/7/13 PRIMA	02013453	12005227	5/7/13 PRIMARY ELECTION	05/17/13	230613	143.00-
								---
EASTERLING, ISAIAH (POLL								
Sum								143.00-
00001	EATION, JOHN	TRAVEL REIMB	00133034	12004888	EXPNS ROPE RESCUE CLASSES	05/17/13	230614	25.87-
								---
EATION, JOHN								
Sum								25.87-
00001	ECONOMY SUPPLY CO	190002	00132678	12004805	FENCE BLDG MATLS HANGAR #1	05/17/13	230615	3,355.65-
00001	ECONOMY SUPPLY CO	190788	00132992	12005026	ROOF REPR SUPP POLICE DEPT	05/17/13	230615	77.00-
00001	ECONOMY SUPPLY CO	191182	00133007	12005045	HEDGE TRIMMERS TRAFFIC DEPT	05/17/13	230615	145.00-
00001	ECONOMY SUPPLY CO	189746	00132516	12005167	BLDG MATLS SANIT OFFICE RENOV	05/17/13	230615	234.90-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ECONOMY SUPPLY CO								
Sum								3,812.55-
00001	EDWARDS, RUBY (POLL WORK	5/7/13 PRIMA	02013453	12005198	5/7/13 PRIMARY ELECTION	05/17/13	230616	143.00-
EDWARDS, RUBY (POLL WORK								
Sum								143.00-
00001	ELKINS WHOLESALE INC	172668-00	00132881	12004825	JANIT SUPP FIRE DEPT	05/17/13	230617	159.95-
ELKINSWHOLESALE INC								
Sum								159.95-
00001	EMERGENCY EQUIPMENT PROF	406458	00131678	12005149	REPR PTS U#11353/APPLIANCE	05/17/13	230619	3,461.22-
00001	EMERGENCY EQUIPMENT PROF	406607	00133290	12005151	REPRS U#18098 FIRE DEPT	05/17/13	230619	246.51-
00001	EMERGENCY EQUIPMENT PROF	406609	00133290	12005152	REPRS U#13932 FIRE DEPT	05/17/13	230619	282.00-
EMERGENCY EQUIPMENT PROF								
Sum								3,989.73-
00001	ENVIRONMENTAL SAFETY & I	13-1537	00132472	12005028	HAZMAT GEAR/SUPP P/F ACADEMY	05/17/13	230622	1,485.50-
ENVIRONMENTAL SAFETY & I								
Sum								1,485.50-
00001	EPHEIM, ELSIE (POLL WORK	5/7/13 PRIMA	02013453	12005220	5/7/13 PRIMARY ELECTION	05/17/13	230623	143.00-
EPHEIM, ELSIE (POLL WORK								
Sum								143.00-
00001	EVANS, DELORIS (POLL WOR	5/7/13 PRIMA	02013453	12005230	5/7/13 PRIMARY ELECTION	05/17/13	230626	193.00-
EVANS,DELORIS (POLL WOR								
Sum								193.00-
00001	EVIDENT INC	76816A	00133208	12005311	PRISONER PROPERTY BAGS	05/17/13	230627	169.00-
00001	EVIDENT INC	75824A	00132291	12005349	FINGERPRINT SUPP POLICE DEPT	05/17/13	230627	563.50-
00001	EVIDENT INC	75824B	00132291	12005350	FINGERPRINT SUPP POLICE DEPT	05/17/13	230627	135.00-
EVIDENT INC								
Sum								867.50-
00001	EZELL, LATOURSHA R (POLL	5/7/13 PRIMA	02013453	12005268	5/7/13 PRIMARY ELECTION	05/17/13	230628	143.00-
EZELL,LATOURSHA R (POLL								
Sum								143.00-
00001	FAIRLEY, BRENDERLYN (P	5/7/13 PRIM	02013453	12005283	5/7/13 PRIMARY ELECTION	05/17/13	230629	143.00-
FAIRLEY, BRENDERLYN (P								
Sum								143.00-
00001	FARRELL-CALHOUN	4815	00132907	12005359	PAINT SUPP TRAFFIC STOCK	05/17/13	230633	404.76-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
FARRELL-CALHOUN								
Sum								404.76-
00001	FASTENAL COMPANY	MSHAT158818	00132551	12004795	RECIPROCATING SAW STREET DIV	05/17/13	230634	223.85-
00001	FASTENAL COMPANY	MSHAT159498	00132958	12005147	GLOVES-FIRE INVESTIGATIONS	05/17/13	230634	68.88-
00001	FASTENAL COMPANY	MSHAT159474	00133012	12005155	MARKING PAINT ENGR DEPT	05/17/13	230634	56.86-
00001	FASTENAL COMPANY	MSHAT159495	00133052	12005161	DUCT TAPE CONSTR DEPT	05/17/13	230634	222.26-
00001	FASTENAL COMPANY	MSHAT159350	00133366	12005363	VENDING SUPP 4/13 PUB WORKS	05/17/13	230634	273.39-
FASTENAL COMPANY								
Sum								845.24-
00001	FEDERAL EXPRESS	2-235-23362	00133250	12005156	SERV 4/4/13 ENGR DEPT	05/17/13	230635	15.18-
00001	FEDERAL EXPRESS	2-250-61118	00133250	12005157	SERV 4/19/13 ENGR DEPT	05/17/13	230635	15.18-
FEDERAL EXPRESS								
Sum								30.36-
00001	FERGUSON ENTERPRISES INC	1183355	00132974	12005148	TOILET-FIRE ADM OFFICE	05/17/13	230636	79.00-
FERGUSON ENTERPRISES INC								
Sum								79.00-
00001	FIREFIGHTERS BOOKSTORE	31010-00	00132984	12005027	FIRE CODE MANUAL P/F ACADEMY	05/17/13	230638	108.00-
FIREFIGHTERS BOOKSTORE								
Sum								108.00-
00001	FITNESS EXPO (MISSISSIPP	5454650	00132536	12004958	WEIGHT ROOM EQUIP REPR ACDMY	05/17/13	230639	292.56-
FITNESS EXPO (MISSISSIPP								
Sum								292.56-
00001	FITZGERALD, MIKE (POLL	5/7/13 PRIMA	02013453	12005248	5/7/13 PRIMARY ELECTION	05/17/13	230640	193.00-
FITZGERALD, MIKE (POLL								
Sum								193.00-
00001	FLEMING, MICHAEL	TRAV ADVANCE	00133203	12005081	TRAV ADV-MLEOA CONF-BILOXI	05/17/13	230641	746.00-
FLEMING, MICHAEL								
Sum								746.00-
00001	FLOWERS, CORASHA (POLL W	5/7/13 PRIMA	02013453	12005264	5/7/13 PRIMARY ELECTION	05/17/13	230642	163.00-
FLOWERS, CORASHA (POLL W								
Sum								163.00-
00001	FLOYD, LUCILLE (POLL WOR	5/7/13 PRIMA	02013453	12005260	5/7/13 PRIMARY ELECTION	05/17/13	230643	143.00-
FLOYD,LUCILLE (POLL WOR								
Sum								143.00-
00001	FLUKER, MARK (POLL WORKE	5/7/13 PRIMA	02013453	12005267	5/7/13 PRIMARY ELECTION	05/17/13	230644	193.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
FLUKER, MARK (POLL WORKE								
Sum								193.00-
00001	FOREMOST PROMOTIONS	199178	00130309	12004900	FIRE EDUCATION SUPPLIES	05/17/13	230646	14.00-
FOREMOST PROMOTIONS								
Sum								14.00-
00001	FORESTRY SUPPLIERS INC	453451-00	00132839	12004807	RAKES FORESTRY DIVISION	05/17/13	230647	108.10-
FORESTRY SUPPLIERS INC								
Sum								108.10-
00001	FORREST CTY DISTRICT ATT	BAD CHECK FE	02013450	12005178	BAD CHECK RECOVERY FEE	05/17/13	230648	80.00-
FORREST CTY DISTRICT ATT								
Sum								80.00-
00001	FORREST CTY SUPERVISORS	2012 DODGE C	00133260	12005132	PURCHASE DAMAGED 2012 AUTO	05/17/13	230649	8,634.00-
00001	FORREST CTY SUPERVISORS	JAIL 3/13 EX	00133358	12005335	JAIL 3/13 EXPENSES	05/17/13	230649	80,000.00-
00001	FORREST CTY SUPERVISORS	JAIL 3/13 ME	00133358	12005336	JAIL 3/13 MEDICAL	05/17/13	230649	1,376.00-
FORREST CTY SUPERVISORS								
Sum								90,010.00-
00001	FORREST GENERAL HOSPITAL	34806620 GUI	00133353	12005322	SERV 12/15/12 GUILBEAU-PRSNR	05/17/13	230650	4,524.15-
00001	FORREST GENERAL HOSPITAL	35189711 LUS	00133353	12005323	SERV 3/17/13 LUSIGNAN-PRISONR	05/17/13	230650	1,670.40-
00001	FORREST GENERAL HOSPITAL	35187947 LUS	00133353	12005324	SERV 3/16/13 LUSIGNAN-PRISONR	05/17/13	230650	1,364.00-
00001	FORREST GENERAL HOSPITAL	35243286 TAY	00133353	12005325	SERV 3/30/13 TAYLOR-PRISONER	05/17/13	230650	880.60-
FORREST GENERAL HOSPITAL								
Sum								8,439.15-
00001	FORREST GENERAL HOSPITAL	EAP CHARGE 5	00132983	12004814	EAP CHARGE 5/13	05/17/13	230651	1,785.00-
FORREST GENERAL HOSPITAL								
Sum								1,785.00-
00001	FUELMAN OF MS	BG127044 NP3	00133167	12005031	FUEL CHGS 4/22-28/13 FIRE DEP	05/17/13	230652	172.84-
00001	FUELMAN OF MS	BG127044 NP3	00133140	12005034	FUEL-QUINN 4/23-24 SEMINAR	05/17/13	230652	44.36-
00001	FUELMAN OF MS	BG127044 NP3	00133359	12005317	FUEL CHGS 4/29-5/5/13 POLICE	05/17/13	230652	98.78-
00001	FUELMAN OF MS	BG127044 NP3	00133402	12005355	FUEL CHGS 4/29-5/5 FIRE DEPT	05/17/13	230652	151.40-
FUELMAN OF MS								
Sum								467.38-
00001	G & K SERVICES	1035367559	00132986	12004836	UNIFORMS/MOP 4/02 ENGR	05/17/13	230661	8.90-
00001	G & K SERVICES	1035369668	00132986	12004837	UNIFORMS/MOP 4/09 ENGR	05/17/13	230661	8.90-
00001	G & K SERVICES	1035371757	00132986	12004838	UNIFORMS/MOP 4/16 ENGR	05/17/13	230661	8.90-
00001	G & K SERVICES	1035373880	00132986	12004839	UNIFORMS/MOP 4/23 ENGR	05/17/13	230661	8.90-
00001	G & K SERVICES	1035375976	00132986	12004840	UNIFORMS/MOP 4/30 ENGR	05/17/13	230661	8.90-
00001	G & K SERVICES	1035369687	00133053	12004901	UNIFORMS 4/09 STREET	05/17/13	230661	132.00-
00001	G & K SERVICES	1035371776	00133053	12004902	UNIFORMS 4/16 STREET	05/17/13	230661	132.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	G & K SERVICES	1035373899	00133053	12004903	UNIFORMS 4/23 STREET	05/17/13	230661	132.00-
00001	G & K SERVICES	1035375995	00133053	12004904	UNIFORMS 4/30 STREET	05/17/13	230661	132.00-
00001	G & K SERVICES	1035369688	00133053	12004905	UNIFORMS 4/09 SHOP	05/17/13	230661	44.00-
00001	G & K SERVICES	1035371777	00133053	12004906	UNIFORMS 4/16 SHOP	05/17/13	230661	44.00-
00001	G & K SERVICES	1035373900	00133053	12004907	UNIFORMS 4/13 SHOP	05/17/13	230661	119.60-
00001	G & K SERVICES	1035375996	00133053	12004908	UNIFORMS 4/30 SHOP	05/17/13	230661	8.50-
00001	G & K SERVICES	1035369683	00133053	12004909	UNIFORMS 4/09 GO&FS	05/17/13	230661	8.00-
00001	G & K SERVICES	1035371772	00133053	12004910	UNIFORMS 4/16 GO&FS	05/17/13	230661	8.00-
00001	G & K SERVICES	1035373895	00133053	12004911	UNIFORMS 4/23 GO&FS	05/17/13	230661	8.00-
00001	G & K SERVICES	1035375991	00133053	12004912	UNIFORMS 4/30 GO&FS	05/17/13	230661	8.00-
00001	G & K SERVICES	1035369682	00133053	12004913	UNIFORMS 4/09 GO&FS	05/17/13	230661	31.66-
00001	G & K SERVICES	1035371771	00133053	12004914	UNIFORMS 4/16 GO&FS	05/17/13	230661	31.66-
00001	G & K SERVICES	1035373894	00133053	12004915	UNIFORMS 4/23 GO&FS	05/17/13	230661	31.66-
00001	G & K SERVICES	1035375990	00133053	12004916	UNIFORMS 4/30 GO&FS	05/17/13	230661	31.66-
00001	G & K SERVICES	1035369689	00133053	12004917	MOP/MAT 4/09 GO&FS	05/17/13	230661	16.50-
00001	G & K SERVICES	1035371778	00133053	12004918	MOP/MAT 4/16 GO&FS	05/17/13	230661	16.50-
00001	G & K SERVICES	1035373901	00133053	12004919	MOP/MAT 4/23 GO&FS	05/17/13	230661	16.50-
00001	G & K SERVICES	1035375997	00133053	12004920	MOP/MAT 4/30 GO&FS	05/17/13	230661	16.50-
00001	G & K SERVICES	1035369686	00133053	12004921	UNIFORMS 4/09 SANIT	05/17/13	230661	135.27-
00001	G & K SERVICES	1035371775	00133053	12004922	UNIFORMS 4/16 SANIT	05/17/13	230661	135.63-
00001	G & K SERVICES	1035373898	00133053	12004923	UNIFORMS 4/23 SANIT	05/17/13	230661	135.63-
00001	G & K SERVICES	1035375994	00133053	12004924	UNIFORMS 4/30 SANIT	05/17/13	230661	136.36-
00001	G & K SERVICES	1035369690	00133053	12004925	MOP/MAT 4/09 SANIT	05/17/13	230661	24.95-
00001	G & K SERVICES	1035371779	00133053	12004926	MOP/MAT 4/16 SANIT	05/17/13	230661	24.95-
00001	G & K SERVICES	1035373902	00133053	12004927	MOP/MAT 4/23 SANIT	05/17/13	230661	24.95-
00001	G & K SERVICES	1035375998	00133053	12004928	MOP/MAT 4/30 SANIT	05/17/13	230661	24.95-
00001	G & K SERVICES	1035369684	00133053	12004929	UNIFORMS 4/09 HEALTH	05/17/13	230661	38.18-
00001	G & K SERVICES	1035371773	00133053	12004930	UNIFORMS 4/16 HEALTH	05/17/13	230661	38.18-
00001	G & K SERVICES	1035373896	00133053	12004931	UNIFORMS 4/23 HEALTH	05/17/13	230661	38.18-
00001	G & K SERVICES	1035375992	00133053	12004932	UNIFORMS 4/30 HEALTH	05/17/13	230661	38.18-
00001	G & K SERVICES	1035369685	00133053	12004933	UNIFORMS 4/09 HEALTH	05/17/13	230661	20.00-
00001	G & K SERVICES	1035371774	00133053	12004934	UNIFORMS 4/16 HEALTH	05/17/13	230661	20.00-
00001	G & K SERVICES	1035373897	00133053	12004935	UNIFORMS 4/23 HEALTH	05/17/13	230661	20.00-
00001	G & K SERVICES	1035375993	00133053	12004936	UNIFORMS 4/30 HEALTH	05/17/13	230661	20.00-
00001	G & K SERVICES	1035369669	00133199	12005052	UNIFORMS 4/09 TRAFFIC	05/17/13	230661	30.30-
00001	G & K SERVICES	1035369670	00133199	12005053	UNIFORMS 4/16 TRAFFIC	05/17/13	230661	20.00-
00001	G & K SERVICES	1035373881	00133199	12005054	UNIFORMS 4/23 TRAFFIC	05/17/13	230661	20.00-
00001	G & K SERVICES	1035375977	00133199	12005055	UNIFORMS 4/30 TRAFFIC	05/17/13	230661	20.00-
00001	G & K SERVICES	1035369670	00133199	12005056	UNIFORMS 4/09 CONSTR	05/17/13	230661	47.09-
00001	G & K SERVICES	1035371759	00133199	12005057	UNIFORMS 4/16 CONSTR	05/17/13	230661	47.09-
00001	G & K SERVICES	1035373882	00133199	12005058	UNIFORMS 4/23 CONSTR	05/17/13	230661	47.09-
00001	G & K SERVICES	1035375978	00133199	12005059	UNIFORMS 4/30 CONSTR	05/17/13	230661	47.09-
00001	G & K SERVICES	1035369671	00133199	12005060	MATS 4/09 CONSTR	05/17/13	230661	6.40-
00001	G & K SERVICES	1035371760	00133199	12005061	MATS 4/16 CONSTR	05/17/13	230661	6.40-
00001	G & K SERVICES	1035373883	00133199	12005062	MATS 4/23 CONSTR	05/17/13	230661	6.40-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	G & K SERVICES	1035375979	00133199	12005063	MATS 4/30 CONSTR	05/17/13	230661	6.40-
00001	G & K SERVICES	1035369691	00133199	12005064	UNIFORMS 4/09 AIRPORT	05/17/13	230661	12.00-
00001	G & K SERVICES	1035371780	00133199	12005065	UNIFORMS/MATS 4/16 AIRPORT	05/17/13	230661	16.70-
00001	G & K SERVICES	1035373903	00133199	12005066	UNIFORMS/MATS 4/23 AIRPORT	05/17/13	230661	16.70-
00001	G & K SERVICES	1035375999	00133199	12005067	UNIFORMS/MATS 4/30 AIRPORT	05/17/13	230661	16.70-
G & KSERVICES								
Sum								2,255.01-
00001	G G A ADMINISTRATORS	CAFE PLAN AD	00132922	12004775	CAFE PLAN ADM FEES 5/13	05/17/13	230662	300.30-
G G AADMINISTRATORS								
Sum								300.30-
00001	GADDIS, BERYL (POLL WORK	5/7/13 PRIMA	02013453	12005262	5/7/13 PRIMARY ELECTION	05/17/13	230663	163.00-
GADDIS, BERYL (POLL WORK								
Sum								163.00-
00001	GALL'S INC	000568732	00132841	12004778	CRIME SCENE BARRIER TAPE	05/17/13	230664	931.99-
00001	GALL'S INC	000584804	00132959	12004956	DUTY GEAR POLICE STOCK	05/17/13	230664	398.96-
GALL'SINC								
Sum								1,330.95-
00001	GARY'S SMALL ENGINE REPA	05/02/2013	00133020	12005009	REPRS U#17876 HEALTH	05/17/13	230668	509.98-
GARY'SSMALL ENGINE REPA								
Sum								509.98-
00001	GCSTC, LLC	REG-PITTS 6/	00133065	12004960	REG-PITTS-INTERDICTION TECH	05/17/13	230669	250.00-
00001	GCSTC, LLC	REG-SYBERT 6	00133214	12005085	REG-SYBERT-INTERDICTION CLASS	05/17/13	230669	250.00-
00001	GCSTC, LLC	REG-STUART 6	00133215	12005086	REG-STUART-INTERDICTION CLASS	05/17/13	230669	250.00-
GCSTC,LLC								
Sum								750.00-
00001	GILLILANDS ELECTRONICS S	54326	00131134	12005033	PHONE STICK #2 FIRE STA	05/17/13	230670	202.68-
00001	GILLILANDS ELECTRONICS S	54376	00133371	12005362	PROGRAM PHONE PUBLIC WORKS	05/17/13	230670	65.00-
GILLILANDS ELECTRONICS S								
Sum								267.68-
00001	GLOBAL INDUSTRIAL EQUIPM	105632333	00132333	12004857	BARRICADE TAPE FIRE DEPT	05/17/13	230671	197.52-
GLOBALINDUSTRIAL EQUIPM								
Sum								197.52-
00001	GLOCK INC	REG-JOHNSON	00133066	12004961	REG-JOHNSON-ARMORER'S COURSE	05/17/13	230672	195.00-
GLOCKINC								
Sum								195.00-
00001	GRAHAM, NELDA (POLL WORK	5/7/13 PRIMA	02013453	12005236	5/7/13 PRIMARY ELECTION	05/17/13	230674	163.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GRAHAM, NELDA (POLL WORK								
Sum								163.00-
00001	GRIFFIN, GERALDINE H (PO	5/7/13 PRIMA	02013453	12005285	5/7/13 PRIMARY ELECTION	05/17/13	230676	143.00-
GRIFFIN, GERALDINE H (PO								
Sum								143.00-
00001	GUEST SERVICES INC	193918 PRESL	00133068	12005029	MEALS 5/5-17 LEADERSHIP SMNAR	05/17/13	230677	300.48-
00001	GUEST SERVICES INC	193918 JACKS	00133068	12005030	MEALS 5/5-17 LEADERSHIP SMNAR	05/17/13	230677	300.48-
GUESTSERVICES INC								
Sum								600.96-
00001	H'BURG AMERICAN ACCT #1	H12998 41164	00133323	12005310	PROOFS PUBLICATION 4/13	05/17/13	230678	816.72-
H'BURGAMERICAN ACCT #1								
Sum								816.72-
00001	H'BURG CLINIC PA (PRISON	1028000274 J	00133355	12005326	SERV 7/11/13 JAMES-PRISONER	05/17/13	230679	259.00-
H'BURGCLINIC PA (PRISON								
Sum								259.00-
00001	H'BURG COCA COLA BOTTLIN	56102031236	00133334	12005377	BOTTLED WATER MAYOR'S OFFICE	05/17/13	230680	90.00-
H'BURGCOCA COLA BOTTLIN								
Sum								90.00-
00001	H'BURG HYDRAULICS INC	51389	00133026	12004998	REPRS U#14406 SANIT	05/17/13	230681	261.06-
00001	H'BURG HYDRAULICS INC	51349	00132905	12005013	REPR PTS U#16010 FORESTRY	05/17/13	230681	92.21-
H'BURGHYDRAULICS INC								
Sum								353.27-
00001	HALSEN PRODUCTS COMPANY	0118304-IN	00132776	12005012	CHAINSAW CHAPS-FORESTRY	05/17/13	230683	214.60-
HALSENPRODUCTS COMPANY								
Sum								214.60-
00001	HAMPTON, ROSEZELLAR (POL	5/7/13 PRIMA	02013453	12005256	5/7/13 PRIMARY ELECTION	05/17/13	230684	143.00-
HAMPTON, ROSEZELLAR (POL								
Sum								143.00-
00001	HATTIESBURG HIGH SCHOOL	DAMAGE DEP R	02013456	12005181	DAMAGE DEPOSIT REFUND	05/17/13	230687	300.00-
HATTIESBURG HIGH SCHOOL								
Sum								300.00-
00001	HAVARD PEST CONTROL INC	622186	00133259	12005166	SENTRICON RNWL CONSTR/TRAFFIC	05/17/13	230688	249.00-
00001	HAVARD PEST CONTROL INC	634454	00133304	12005172	SENTRICON RNWL CEMETERY	05/17/13	230688	249.00-
HAVARDPEST CONTROL INC								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								498.00-
00001	HAWTHORNE, KATHERINE (PO	5/7/13 PRIMA	02013453	12005225	5/7/13 PRIMARY ELECTION	05/17/13	230689	143.00-
HAWTHORNE, KATHERINE (PO								
Sum								143.00-
00001	HELLO DIRECT INC	HD01750580	00132966	12004951	HEADSET RPLCMNT	05/17/13	230692	111.85-
HELLODIRECT INC								
Sum								111.85-
00001	HENDRIX, VIRGINIA B (POL	5/7/13 PRIMA	02013453	12005239	5/7/13 PRIMARY ELECTION	05/17/13	230694	143.00-
HENDRIX, VIRGINIA B (POL								
Sum								143.00-
00001	HERTIAGE ENTERPRISES, IN	DAMAGE DEP R	02013456	12005185	DAMAGE DEPOSIT REFUND	05/17/13	230695	450.00-
HERTIAGE ENTERPRISES, IN								
Sum								450.00-
00001	HILL, BETTY B (POLL WORK	5/7/13 PRIMA	02013453	12005199	5/7/13 PRIMARY ELECTION	05/17/13	230696	143.00-
HILL,BETTY B (POLL WORK								
Sum								143.00-
00001	HILL, LEROY COFFEE CO IN	12345	00133125	12004940	COFFEE SERV M/ADM	05/17/13	230697	193.56-
00001	HILL, LEROY COFFEE CO IN	12520	00133125	12004941	COFFEE SERV M/ADM	05/17/13	230697	71.33-
HILL,LEROY COFFEE CO IN								
Sum								264.89-
00001	HORNE, HOWARD R (POLL WO	5/7/13 PRIMA	02013453	12005226	5/7/13 PRIMARY ELECTION	05/17/13	230700	143.00-
HORNE,HOWARD R (POLL WO								
Sum								143.00-
00001	HORNSBY AUTO PARTS	036201	00133136	12005049	TRAILER JACK-CEMETERY	05/17/13	230701	39.99-
HORNSBY AUTO PARTS								
Sum								39.99-
00001	HOSSLEY, LINDA (POLL WOR	5/7/13 PRIMA	02013453	12005295	5/7/13 PRIMARY ELECTION	05/17/13	230703	143.00-
HOSSLEY, LINDA (POLL WOR								
Sum								143.00-
00001	HUB CITY WEST FARM & GAR	230508	00132494	12005093	FOOD FOR LIVE ANIMAL TRAPS	05/17/13	230705	135.94-
HUB CITY WEST FARM & GAR								
Sum								135.94-
00001	HUBERTS TRIM SHOP	151303	00133031	12004999	SEAT REPR U#15892 SANIT	05/17/13	230706	90.00-
HUBERTS TRIM SHOP								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								90.00-
00001	HUDSON'S TREASURE HUNT (	ALTA NOLAN 1	02013451	12005179	MERCHANT FEE & FINE	05/17/13	230707	58.19-
00001	HUDSON'S TREASURE HUNT (	ALTA NOLAN 1	02013451	12005180	MERCHANT FEE & FINE	05/17/13	230707	56.01-
HUDSON'S TREASURE HUNT (								
Sum								114.20-
00001	ICE PLANT INC	06-300523	00132921	12004801	BAGS/ICE 4/25 PUBLIC WORKS	05/17/13	230709	191.10-
ICE PLANT INC								
Sum								191.10-
00001	INDOFF INC	2273525	00132925	12004979	JANIT/OFFICE SUPP PUB WORKS	05/17/13	230710	893.95-
00001	INDOFF INC	2273532	00132935	12004997	SHREDDER-J BROWN-GO&FS	05/17/13	230710	159.99-
00001	INDOFF INC	2277174	00133071	12005139	TRASH CAN P/F ACADEMY	05/17/13	230710	92.69-
00001	INDOFF INC	2277966	00133138	12005145	JANIT SUPP FIRE DEPT	05/17/13	230710	773.75-
00001	INDOFF INC	2277981	00133138	12005146	JANIT SUPP FIRE DEPT	05/17/13	230710	19.56-
00001	INDOFF INC	2275085	00132925	12005176	JANIT SUPP PUBLIC WORKS	05/17/13	230710	15.39-
INDOFFINC								
Sum								1,955.33-
00001	INGRAM EQUIPMENT CO LLC	0017377-IN	00132304	12004803	REPR PTS U#17726 SANIT	05/17/13	230712	277.68-
INGRAMEQUIPMENT CO LLC								
Sum								277.68-
00001	INTERFACE SECURITY SYSTE	16667302	00132942	12004809	SECURITY 5/13 CEM/FORESTRY	05/17/13	230713	31.45-
INTERFACE SECURITY SYSTE								
Sum								31.45-
00001	INTL ASSN OF ARSON INVES	MBRSHP DUES-	00132990	12004831	APPL/MBRSHP DUES-MORGAN	05/17/13	230714	75.00-
00001	INTL ASSN OF ARSON INVES	MBRSHP DUES-	00132990	12004832	APPL/MBRSHP DUES-DAVIS	05/17/13	230714	75.00-
INTL ASSN OF ARSON INVES								
Sum								150.00-
00001	IRBY, STUART C CO	S007405363.0	00132934	12004794	FREIGHT CHGS PO#132436	05/17/13	230716	85.00-
00001	IRBY, STUART C CO	S007492972.0	00132737	12004804	ELEC SUPP AIRPORT MAINT OFFC	05/17/13	230716	54.59-
00001	IRBY, STUART C CO	S007405363.0	00132436	12004835	SIGNAL SUPP TORNADO DAMAGE	05/17/13	230716	897.80-
00001	IRBY, STUART C CO	S007457622.0	00131977	12005018	ELEC SUPP 4/13 POLICE DEPT	05/17/13	230716	133.92-
00001	IRBY, STUART C CO	S007509750.0	00133049	12005126	ELEC SUPP-LIGHTS-CITY HALL	05/17/13	230716	62.46-
00001	IRBY, STUART C CO	S007381969.0	00131287	12005162	D/T LIGHTS TORNADO DAMAGE	05/17/13	230716	5,071.00-
00001	IRBY, STUART C CO	S007381969.0	00131287	12005163	D/T LIGHTS TORNADO DAMAGE	05/17/13	230716	22,925.00-
00001	IRBY, STUART C CO	S007428787.0	00131814	12005164	D/T LIGHTS TORNADO DAMAGE	05/17/13	230716	3,986.70-
00001	IRBY, STUART C CO	S007416492.0	00131814	12005165	D/T LIGHTS TORNADO DAMAGE	05/17/13	230716	211.53-
00001	IRBY, STUART C CO	S007416492.0	00131814	12005173	D/T LIGHTS TORNADO DAMAGE	05/17/13	230716	211.53-
00001	IRBY, STUART C CO	S007416492.0	00131814	12005174	CREDIT	05/17/13	230716	211.53
IRBY,STUART C CO								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								33,428.00-
00001	IVORY, EVELYN M (POLL WO	5/7/13 PRIMA	02013453	12005222	5/7/13 PRIMARY ELECTION	05/17/13	230717	143.00-
IVORY,EVELYN M (POLL WO								
Sum								143.00-
00001	JACKSON, JOYCE (POLL WOR	5/7/13 PRIMA	02013453	12005233	5/7/13 PRIMARY ELECTION	05/17/13	230720	143.00-
JACKSON, JOYCE (POLL WOR								
Sum								143.00-
00001	JACKSON, TONY M (POLL WO	5/7/13 PRIMA	02013453	12005299	5/7/13 PRIMARY ELECTION	05/17/13	230722	143.00-
JACKSON, TONY M (POLL WO								
Sum								143.00-
00001	JOHNNY'S WRECKER SERVICE	21584	00132675	12005006	TOWING U#16080 SANIT	05/17/13	230727	250.00-
00001	JOHNNY'S WRECKER SERVICE	21591	00132675	12005007	TOWING U#16010 CEMETERY	05/17/13	230727	200.00-
00001	JOHNNY'S WRECKER SERVICE	21717	00132886	12005091	TOWING U#17729 SANIT	05/17/13	230727	250.00-
00001	JOHNNY'S WRECKER SERVICE	21741	00133150	12005366	TOWING U#13024 CEMETERY	05/17/13	230727	250.00-
JOHNNY'S WRECKER SERVICE								
Sum								950.00-
00001	JOHNSON, MARTHA R (POLL	5/7/13 PRIMA	02013453	12005217	5/7/13 PRIMARY ELECTION	05/17/13	230728	143.00-
JOHNSON, MARTHA R (POLL								
Sum								143.00-
00001	JOHNSON, ROBERT A (POLL	5/7/13 PRIMA	02013453	12005216	5/7/13 PRIMARY ELECTION	05/17/13	230729	193.00-
JOHNSON, ROBERT A (POLL								
Sum								193.00-
00001	JONES, TANESHIA N (POLL	5/7/13 PRIMA	02013453	12005292	5/7/13 PRIMARY ELECTION	05/17/13	230732	143.00-
JONES,TANESHIA N (POLL								
Sum								143.00-
00001	JORDAN, DEBORAH (POLL W	5/7/13 PRIMA	02013453	12005265	5/7/13 PRIMARY ELECTION	05/17/13	230734	143.00-
JORDAN, DEBORAH (POLL W								
Sum								143.00-
00001	JORDAN, JEAN C (POLL WOR	5/7/13 PRIMA	02013453	12005303	5/7/13 PRIMARY ELECTION	05/17/13	230735	143.00-
JORDAN, JEAN C (POLL WOR								
Sum								143.00-
00001	JORDAN, V.E. (POLL WORKE	5/7/13 PRIMA	02013453	12005242	5/7/13 PRIMARY ELECTION	05/17/13	230737	143.00-
JORDAN, V.E. (POLL WORKE								
Sum								143.00-
00001	KENTWOOD SPRINGWATER	836781	00133084	12004957	DRINKING WATER POLICE DEPT	05/17/13	230739	171.25-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
KENTWOOD SPRINGWATER								
Sum								171.25-
00001	KNIGHT, DAVID (POLL WORK	5/7/13 PRIMA	02013453	12005196	5/7/13 PRIMARY ELECTION	05/17/13	230744	193.00-
KNIGHT, DAVID (POLL WORK								
Sum								193.00-
00001	KNIGHT, FANNIE L (POLL W	5/7/13 PRIMA	02013453	12005195	5/7/13 PRIMARY ELECTION	05/17/13	230745	163.00-
KNIGHT, FANNIE L (POLL W								
Sum								163.00-
00001	KOPSINIS, PATRICIA (POLL	5/7/13 PRIMA	02013453	12005272	5/7/13 PRIMARY ELECTION	05/17/13	230746	143.00-
KOPSINIS, PATRICIA (POLL								
Sum								143.00-
00001	LAMAR CTY SHERIFF	JAIL 4/13	00133357	12005337	JAIL EXPENSE 4/13	05/17/13	230751	1,160.00-
LAMARCTY SHERIFF								
Sum								1,160.00-
00001	LANCASTER'S MACHINE & WE	21225	00132652	12004790	REPRS U#2681 FIRE DEPT	05/17/13	230752	200.00-
00001	LANCASTER'S MACHINE & WE	21232	00133085	12004991	REPRS U#13987 STREET	05/17/13	230752	735.00-
00001	LANCASTER'S MACHINE & WE	21220	00132846	12005004	REPRS U#17726 SANIT	05/17/13	230752	1,163.00-
LANCASTER'S MACHINE & WE								
Sum								2,098.00-
00001	LASTER, JAMARA J (POLL W	5/7/13 PRIMA	02013453	12005300	5/7/13 PRIMARY ELECTION	05/17/13	230753	193.00-
LASTER, JAMARA J (POLL W								
Sum								193.00-
00001	LEWIS, GLENDA (POLL WORK	5/7/13 PRIMA	02013453	12005294	5/7/13 PRIMARY ELECTION	05/17/13	230755	143.00-
LEWIS,GLENDA (POLL WORK								
Sum								143.00-
00001	LEWIS, KEVIN (POLL WORKE	5/7/13 PRIMA	02013453	12005192	5/7/13 PRIMARY ELECTIONSSS	05/17/13	230756	50.00-
LEWIS,KEVIN (POLL WORKE								
Sum								50.00-
00001	LOCKE, DEBRA (POLL WORKE	5/7/13 PRIMA	02013453	12005341	5/7/13 PRIMARY ELECTION	05/17/13	230759	193.00-
LOCKE,DEBRA (POLL WORKE								
Sum								193.00-
00001	LONGSTAFF, CARY R (POLL	5/7/13 PRIMA	02013453	12005206	5/7/13 PRIMARY ELECTION	05/17/13	230761	143.00-
LONGSTAFF, CARY R (POLL								
Sum								143.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	LORMAN EDUCATION SERVICE	2703562-1	00133293	12005143	REG-TRAXLER/WEAVER 4/4/13	05/17/13	230762	518.00-
LORMANEDUCATION SERVICE								
Sum								518.00-
00001	LOWE'S OF HATTIESBURG IN	967605	00132580	12004779	STREET MARKING PAINT-POLICE	05/17/13	230763	235.16-
00001	LOWE'S OF HATTIESBURG IN	945785	00131902	12004786	SHOWER HEADS #4 FIRE STA	05/17/13	230763	28.46-
00001	LOWE'S OF HATTIESBURG IN	924009	00132740	12004800	HAND TOOLS CONSTR DEPT	05/17/13	230763	295.89-
LOWE'SOF HATTIESBURG IN								
Sum								559.51-
00001	LOWERY, ERNESTINE (POLL	5/7/13 PRIMA	02013453	12005235	5/7/13 PRIMARY ELECTION	05/17/13	230764	163.00-
LOWERY, ERNESTINE (POLL								
Sum								163.00-
00001	M & M PUBLISHING INC	INE53	00133130	12005020	PANEL ON HBRG AREA MAP M/ADM	05/17/13	230765	995.00-
M & MPUBLISHING INC								
Sum								995.00-
00001	MAGEE, CARRIE B (POLL WO	5/7/13 PRIMA	02013453	12005276	5/7/13 PRIMARY ELECTION	05/17/13	230766	143.00-
MAGEE,CARRIE B (POLL WO								
Sum								143.00-
00001	MAGEE, CLARENCE E (POLL	5/7/13 PRIMA	02013453	12005277	5/7/13 PRIMARY ELECTION	05/17/13	230767	193.00-
MAGEE,CLARENCE E (POLL								
Sum								193.00-
00001	MARVIN'S INC	15285977-413	00132681	12004868	CEMENT DRAINAGE STOCK	05/17/13	230768	641.20-
MARVIN'S INC								
Sum								641.20-
00001	MCALISTERS DELI	694994 PO#13	00132496	12004768	PINEBELT WELLNESS LUNCHEON	05/17/13	230769	224.00-
MCALISTERS DELI								
Sum								224.00-
00001	MCCi LLC	2793	00132955	12004767	LEGISTAR ADD-ON CITIZEN SUITE	05/17/13	230770	6,000.00-
MCCi LLC								
Sum								6,000.00-
00001	MCCAIN UNIFORMS	253913-1	00128959	12005038	JACKET-BADON-POLICE DEPT	05/17/13	230771	37.00-
00001	MCCAIN UNIFORMS	254206-1	00132578	12005075	UNIFORM PANTS-COOK-POLICE	05/17/13	230771	130.00-
00001	MCCAIN UNIFORMS	254436-1	00132578	12005076	UNIFORM PANTS-COOK-POLICE	05/17/13	230771	195.00-
MCCAINUNIFORMS								
Sum								362.00-
00001	MCELHANEY PLUMBING INC	200895	00131302	12004847	HARDWARE SUPP 3/13 POLICE	05/17/13	230772	80.19-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	MCELHANEY PLUMBING INC	200896	00131976	12004848	HARDWARE SUPP 4/13 POLICE	05/17/13	230772	151.90-
00001	MCELHANEY PLUMBING INC	206802	00133090	12005340	ICE MACHINE PTS HEALTH BLDG	05/17/13	230772	152.90-
MCELHANEY PLUMBING INC								
Sum								384.99-
00001	MCFARLIN, DOROTHY (POLL	5/7/13 PRIMA	02013453	12005289	5/7/13 PRIMARY ELECTION	05/17/13	230773	163.00-
MCFARLIN, DOROTHY (POLL								
Sum								163.00-
00001	MCGEE, KATIE (POLL WORKE	5/7/13 PRIMA	02013453	12005231	5/7/13 PRIMARY ELECTION	05/17/13	230774	163.00-
MCGEE,KATIE (POLL WORKE								
Sum								163.00-
00001	MCGILBERRY, JASHAAD (POL	5/7/13 PRIMA	02013453	12005273	5/7/13 PRIMARY ELECTION	05/17/13	230775	143.00-
MCGILBERRY, JASHAAD (POL								
Sum								143.00-
00001	MCGOWAN, MARY (POLL WORK	5/7/13 PRIMA	02013453	12005278	5/7/13 PRIMARY ELECTION	05/17/13	230777	163.00-
MCGOWAN, MARY (POLL WORK								
Sum								163.00-
00001	MCINTYRE, BEVERLY (POLL	5/7/13 PRIMA	02013453	12005280	5/7/13 PRIMARY ELECTION	05/17/13	230779	143.00-
MCINTYRE, BEVERLY (POLL								
Sum								143.00-
00001	MCKELLER, TONY G (POLL W	5/7/13 PRIMA	02013453	12005293	5/7/13 PRIMARY ELECTION	05/17/13	230780	143.00-
MCKELLER, TONY G (POLL W								
Sum								143.00-
00001	MCLAUGHLIN, KATONYA	TRAV ADVANCE	00133060	12004950	TRAV ADV-TRANSIT SERV CLASS	05/17/13	230781	1,092.88-
MCLAUGHLIN, KATONYA								
Sum								1,092.88-
00001	MCLEMORE, BRANDON	TRAV ADVANCE	00132987	12004823	TRAV ADV-HOMICIDE/COURTRM CLS	05/17/13	230782	316.80-
MCLEMORE, BRANDON								
Sum								316.80-
00001	MCMULLAN EQUIPMENT CO	147576P	00132891	12004820	REPR PTS U#18320 POLICE	05/17/13	230783	34.66-
MCMULLAN EQUIPMENT CO								
Sum								34.66-
00001	MEEKS, BOBBIE R (POLL WO	5/7/13 PRIMA	02013453	12005302	5/7/13 PRIMARY ELECTION	05/17/13	230786	143.00-
MEEKS,BOBBIE R (POLL WO								
Sum								143.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	METRO CRIMESTOPPERS INC	CITY COURT C	02013425	12004811	CITY COURT COSTS 4/13	05/01/13	17671	1,807.80-
METROCRIMESTOPPERS INC								
Sum								1,807.80-
00001	MID SOUTH UNIFORM & SUPP	497277	00132463	12004818	NAME TAG-DONALD-POLICE DEPT	05/17/13	230788	21.00-
00001	MID SOUTH UNIFORM & SUPP	497722	00131961	12004955	BODY ARMOR LATERAL OFFICERS	05/17/13	230788	6,034.00-
00001	MID SOUTH UNIFORM & SUPP	497988	00132039	12005131	BODY ARMOR-LEWIS-POLICE DEPT	05/17/13	230788	825.00-
MID SOUTH UNIFORM & SUPP								
Sum								6,880.00-
00001	MIKE'S TIRE & WHEEL CO	2166948	00132667	12004891	TIRES U#17838 FIRE DEPT	05/17/13	230789	1,012.24-
00001	MIKE'S TIRE & WHEEL CO	2166949	00132901	12004892	ALIGNMENT U#17838 FIRE DEPT	05/17/13	230789	79.95-
00001	MIKE'S TIRE & WHEEL CO	7800988	00133048	12004985	TRAILER TIRES U#15640 STREET	05/17/13	230789	93.02-
00001	MIKE'S TIRE & WHEEL CO	2167108	00132814	12005089	TIRE MONITOR U#15914 QUINN	05/17/13	230789	78.27-
00001	MIKE'S TIRE & WHEEL CO	2166994	00132936	12005361	TIRES U#11949 ENGR	05/17/13	230789	348.16-
MIKE'STIRE & WHEEL CO								
Sum								1,611.64-
00001	MILLENNIUM MUSIC CENTER	PO#133363 5/	00133363	12005373	SOUND SYS MEMORIAL DAY 5/15	05/17/13	230790	175.00-
MILLENNIUM MUSIC CENTER								
Sum								175.00-
00001	MILLER, BARBARA (POLL WO	5/7/13 PRIMA	02013453	12005215	5/7/13 PRIMARY ELECTION	05/17/13	230791	163.00-
MILLER, BARBARA (POLL WO								
Sum								163.00-
00001	MITCHELL TOOL SALES & SE	86748	00132782	12004841	PLUMBING BITS CONSTR DEPT	05/17/13	230795	135.95-
MITCHELL TOOL SALES & SE								
Sum								135.95-
00001	MOLLY MAID	SERVS 5/13 C	00133016	12004896	SERVS 5/13 CEM/FORESTRY	05/17/13	230796	245.00-
MOLLYMAID								
Sum								245.00-
00001	MOORE'S LOCK AND KEY LLC	14231	00132876	12004773	DUP KEYS U18705,18706,11519	05/17/13	230797	145.00-
MOORE'S LOCK AND KEY LLC								
Sum								145.00-
00001	MORSE, BRYAN	TRAV ADVANCE	00133126	12004959	TRAV ADV-FIELD ARMORER SCHOOL	05/17/13	230798	560.48-
MORSE,BRYAN								
Sum								560.48-
00001	MOSELEY, CAROL (POLL WOR	5/7/13 PRIMA	02013453	12005254	5/7/13 PRIMARY ELECTION	05/17/13	230799	143.00-
MOSELEY, CAROL (POLL WOR								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								143.00-
00001	MOSSON KENDRICK (POLL WO	5/7/13 PRIMA	02013453	12005194	5/7/13 PRIMARY ELECTIONSSS	05/17/13	230800	50.00-
MOSSONKENDRICK (POLL WO								
Sum								50.00-
00001	MS ASSN OF POLYGRAPH EXA	REG-SHAPPLEY	00133262	12005135	REG-SHAPPLEY-CONF-PEARL,MS	05/17/13	230801	125.00-
00001	MS ASSN OF POLYGRAPH EXA	2013 DUES-SH	00133262	12005136	2013 MBRSHP DUES-SHAPPLEY	05/17/13	230801	50.00-
MS ASSN OF POLYGRAPH EXA								
Sum								175.00-
00001	MS DEPT OF INFORMATION T	IN 601 COH19	02013438	12004937	LONG DISTANCE 4/13 VARI DEPTS	05/17/13	230802	12,468.35-
00001	MS DEPT OF INFORMATION T	IN 601 COZ27	02013449	12005097	NCIC CHARGE 4/13 POLICE DEPT	05/17/13	230802	224.00-
MS DEPT OF INFORMATION T								
Sum								12,692.35-
00001	MS FIRE & SAFETY OF HBUR	34711	00133079	12004990	RECHG EXTINGUISHERS MNT SHOP	05/17/13	230803	184.00-
MS FIRE & SAFETY OF HBUR								
Sum								184.00-
00001	MS FIRE CHIEF'S CONFEREN	REG-WEBSTER	00133224	12005153	REG-WEBSTER-CONF-NATCHEZ	05/17/13	230804	55.00-
MS FIRE CHIEF'S CONFEREN								
Sum								55.00-
00001	MS MISS HOSPITALITY	MISS HOSPITA	00133095	12004942	MISS HOSPITALITY PAGEANT AD	05/17/13	230805	350.00-
MS MISS HOSPITALITY								
Sum								350.00-
00001	MS MUNICIPAL WORKERS' CO	4848	00133322	12005309	3RD PYMT FY 10/12-9/13	05/17/13	230806	248,483.00-
MS MUNICIPAL WORKERS' CO								
Sum								248,483.00-
00001	MS POWER COMPANY	5/13 GENERAL	00201315	12005369	MNTHLY ELEC-GENERAL	05/17/13	230807	13,088.14-
MS POWER COMPANY								
Sum								13,088.14-
00001	MS STATE/TAX COMM/TAX EX	PO#133385 5/	00133385	12005364	TAG U#19101 CONSTR	05/17/13	230810	12.00-
MS STATE/TAX COMM/TAX EX								
Sum								12.00-
00001	MS STATE/TREASURER/FINAN	FINE COLLECT	02013426	12004810		05/01/13	17670	102,948.55-
MS STATE/TREASURER/FINAN								
Sum								102,948.55-
00001	MYERS, ALMA (POLL WORKER	5/7/13 PRIMA	02013453	12005208	5/7/13 PRIMARY ELECTION	05/17/13	230811	163.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MYERS,ALMA (POLL WORKER								
Sum								163.00-
00001	MYERS, DONNIE (POLL WORK	5/7/13 PRIMA	02013453	12005209	5/7/13 PRIMARY ELECTION	05/17/13	230812	193.00-
MYERS,DONNIE (POLL WORK								
Sum								193.00-
00001	NAFECO-NORTH ALABAMA FIR	688777 FRT	00131951	12005175	FREIGHT CHGS	05/17/13	230813	32.00-
NAFECO-NORTH ALABAMA FIR								
Sum								32.00-
00001	NAPA AUTO PARTS	489103	00132963	12004787	REPR PTS VARI FIRE UNITS	05/17/13	230815	342.79-
00001	NAPA AUTO PARTS	487988	00132460	12004854	REPR PTS POLICE STOCK	05/17/13	230815	14.80-
00001	NAPA AUTO PARTS	488409	00132629	12004858	REPR PTS U#15921 TRAFFIC	05/17/13	230815	137.50-
00001	NAPA AUTO PARTS	488761	00132809	12004865	REPR PTS U#11911 STREET	05/17/13	230815	49.05-
00001	NAPA AUTO PARTS	488812	00132844	12004866	REPR PTS U#12065 STREET	05/17/13	230815	52.68-
00001	NAPA AUTO PARTS	488387	00132622	12004871	REPR PTS U#15963 AIRPORT	05/17/13	230815	101.73-
00001	NAPA AUTO PARTS	487968	00132429	12004872	REPR PTS U#13024 CEMETERY	05/17/13	230815	14.10-
00001	NAPA AUTO PARTS	489392	00133083	12004962	MAINT SUPP U#13560 FIRE DEPT	05/17/13	230815	84.71-
00001	NAPA AUTO PARTS	489257	00133029	12004986	REPR PTS STREET STOCK	05/17/13	230815	252.84-
00001	NAPA AUTO PARTS	489258	00133029	12004987	REPR PTS U#12065 STREET	05/17/13	230815	33.68-
00001	NAPA AUTO PARTS	489279	00133041	12005014	REPR PTS U#12891 CEMETERY	05/17/13	230815	31.38-
00001	NAPA AUTO PARTS	489532	00133164	12005032	REPR PTS FIRE DEPT STOCK	05/17/13	230815	38.52-
00001	NAPA AUTO PARTS	489619	00133201	12005087	REPR PTS U#13932,U#13933 FIRE	05/17/13	230815	158.14-
NAPA AUTO PARTS								
Sum								1,311.92-
00001	NEWELL PAPER COMPANY	560968	00132871	12004770	JANIT SUPP CITY HALL	05/17/13	230817	263.52-
NEWELLPAPER COMPANY								
Sum								263.52-
00001	NICKS, HELEN M (POLL WOR	5/7/13 PRIMA	02013453	12005223	5/7/13 PRIMARY ELECTION	05/17/13	230818	143.00-
NICKS,HELEN M (POLL WOR								
Sum								143.00-
00001	NORFOLK SOUTHERN CORP	90075913	00133143	12005037	5/13 LEASE RR ST PK LOT	05/17/13	230820	1,402.10-
NORFOLK SOUTHERN CORP								
Sum								1,402.10-
00001	NORTH GREENVILLE FITNESS	164-2013	00133204	12005088	ANNUAL HAZ-MAT TEAM PHYSICALS	05/17/13	230821	24,917.00-
NORTHGREENVILLE FITNESS								
Sum								24,917.00-
00001	O'NEAL, HELEN (POLL WORK	5/7/13 PRIMA	02013453	12005291	5/7/13 PRIMARY ELECTION	05/17/13	230822	143.00-
O'NEAL, HELEN (POLL WORK								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								143.00-
00001	OFFICE DEPOT INC	1571133841	00132722	12004784	IPAD CASE/KEYBOARD P/F ACDMY	05/17/13	230825	99.99-
00001	OFFICE DEPOT INC	654425953001	00132710	12004791	OFFICE SUPP LAND CODE	05/17/13	230825	406.28-
00001	OFFICE DEPOT INC	654425954001	00132710	12004792	OFFICE SUPP LAND CODE	05/17/13	230825	14.61-
00001	OFFICE DEPOT INC	654424118001	00132707	12004793	FAX MACHINE LAND CODE	05/17/13	230825	199.99-
00001	OFFICE DEPOT INC	653538541001	00132498	12004808	CAMERA-FORESTRY ARBORIST	05/17/13	230825	249.99-
00001	OFFICE DEPOT INC	1571133842	00132716	12004833	OFFICE SUPP TRAFFIC/CONSTR	05/17/13	230825	47.23-
00001	OFFICE DEPOT INC	1571828737	00132735	12004844	OFFICE SUPP AIRPORT MAINT	05/17/13	230825	180.95-
00001	OFFICE DEPOT INC	652637819001	00132278	12004898	CARD STOCK CITY CLERK	05/17/13	230825	200.46-
00001	OFFICE DEPOT INC	653621548001	00132278	12004899	CREDIT RETURN	05/17/13	230825	200.46
00001	OFFICE DEPOT INC	1574080647	00132971	12005125	OFFICE SUPP COURT/PRINTER	05/17/13	230825	910.85-
00001	OFFICE DEPOT INC	655817219001	00132965	12005130	LIT ORGANIZER INT'L AFFAIRS	05/17/13	230825	159.98-
00001	OFFICE DEPOT INC	655817810001	00132946	12005138	PROJECTOR POLICE CLASSROOM	05/17/13	230825	449.99-
OFFICEDEPOT INC								
Sum								2,719.86-
00001	OVERHEAD DOOR CO OF HBUR	63082	00132968	12004829	BAY DOOR REPR #6 FIRE STA	05/17/13	230828	130.00-
OVERHEAD DOOR CO OF HBUR								
Sum								130.00-
00001	OWENS BUSINESS MACHINES	248663	00133098	12004945	COPIER MAINT 3/13-2/14 M CLK	05/17/13	230829	390.00-
OWENSBUSINESS MACHINES								
Sum								390.00-
00001	P A C E HEAD START	PO#132408 OB	00132408	12005021	HEALTH FAIR OBESITY AD 4/16	05/17/13	230830	250.00-
P A CE HEAD START								
Sum								250.00-
00001	PACE A J (POLL WORKER)	5/7/13 PRIMA	02013453	12005237	5/7/13 PRIMARY ELECTION	05/17/13	230831	193.00-
PACE AJ (POLL WORKER)								
Sum								193.00-
00001	PACE, LOTTIE (POLL WORKE	5/7/13 PRIMA	02013453	12005238	5/7/13 PRIMARY ELECTION	05/17/13	230832	143.00-
PACE,LOTTIE (POLL WORKE								
Sum								143.00-
00001	PARKER, GERALDINE (POLL	5/7/13 PRIMA	02013453	12005259	5/7/13 PRIMARY ELECTION	05/17/13	230833	143.00-
PARKER, GERALDINE (POLL								
Sum								143.00-
00001	PEANUTS TOWING SERVICE	63031	00132970	12004782	TOWING SEIZED VEHICLE	05/17/13	230837	100.00-
00001	PEANUTS TOWING SERVICE	62719	00132842	12004798	TOWING U#16237 STREET	05/17/13	230837	120.00-
00001	PEANUTS TOWING SERVICE	62941	00133200	12005068	TOWING DODGE DURANGE-WAHL	05/17/13	230837	100.00-
00001	PEANUTS TOWING SERVICE	63135	00133200	12005069	TOWING U#14683 LAND CODE	05/17/13	230837	75.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PEANUTS TOWING SERVICE								
Sum								395.00-
00001	PEARL RIVER VALLEY EPA (	102100005 5/	00201315	12005188	MNTHLY 5/13 #8 FIRE STA	05/17/13	230838	564.63-
00001	PEARL RIVER VALLEY EPA (	5/13 GENERAL	00201315	12005189	MNTHLY 5/13 PUBLIC SERVICES	05/17/13	230838	5,244.35-
PEARLRIVER VALLEY EPA (								
Sum								5,808.98-
00001	PENNEY, J C COMMERCIAL	P9119003600Y	00132507	12005077	CLOTH ALLOW-FRAZIER-POLICE	05/17/13	230839	133.00-
PENNEY, J C COMMERCIAL								
Sum								133.00-
00001	PERFORMANCE TRAINING SYS	PO#132720 4/	00132720	12005083	NEW TESTBANKS/UPDATES-ACDMY	05/17/13	230840	1,892.50-
PERFORMANCE TRAINING SYS								
Sum								1,892.50-
00001	PERKINS, CARLA (POLL WOR	5/7/13 PRIMA	02013453	12005305	5/7/13 PRIMARY ELECTION	05/17/13	230841	143.00-
PERKINS, CARLA (POLL WOR								
Sum								143.00-
00001	PHILLIPS CAR CARE CENTER	2606	00133257	12005154	REPRS U#14683 LAND CODE	05/17/13	230842	212.05-
PHILLIPS CAR CARE CENTER								
Sum								212.05-
00001	PILEUM CORPORATION	11902	00133131	12005072	MICROSOFT EXCHANGE TO DOMAIN	05/17/13	230844	2,080.00-
PILEUMCORPORATION								
Sum								2,080.00-
00001	PINE BELT OIL COMPANY IN	1009595	00132930	12004880	WEEKLY GAS,DIESEL PUB WORKS	05/17/13	230845	24,310.25-
00001	PINE BELT OIL COMPANY IN	678343	00132815	12004894	REPR DIESEL GAS PUMP GO&FS	05/17/13	230845	104.00-
00001	PINE BELT OIL COMPANY IN	POLICE 4/1-4	00133111	12004953	MINIT MART CHGS 4/13 POLICE	05/17/13	230845	5,383.20-
00001	PINE BELT OIL COMPANY IN	FIRE 4/1-4/3	00133111	12004954	MINIT MART CHGS 4/13 FIRE	05/17/13	230845	1,781.01-
00001	PINE BELT OIL COMPANY IN	680111	00133092	12004992	MNTHLY GAS CARD FEE PUB WORKS	05/17/13	230845	671.04-
00001	PINE BELT OIL COMPANY IN	681784	00133139	12005096	OIL/LUBRICANTS FIRE DEPT	05/17/13	230845	2,586.88-
00001	PINE BELT OIL COMPANY IN	681821	00133166	12005171	GAS,DIESEL CEM/FORESTRY	05/17/13	230845	3,142.38-
00001	PINE BELT OIL COMPANY IN	680594	00133094	12005338	GREASE/HYD FLUID PUB WORKS	05/17/13	230845	1,531.54-
00001	PINE BELT OIL COMPANY IN	1009519	00133080	12005370	WEEKLY GAS,DIESEL PUB WORKS	05/17/13	230845	23,611.98-
00001	PINE BELT OIL COMPANY IN	1009589	00133287	12005371	WEEKLY GAS,DIESEL PUB WORKS	05/17/13	230845	24,673.05-
PINE BELT OIL COMPANY IN								
Sum								87,795.33-
00001	PINE BELT REGIONAL SOLID	100006 4/13	00133181	12005046	REFUSE DISPOSAL 4/13 SANIT	05/17/13	230846	43,117.44-
PINE BELT REGIONAL SOLID								
Sum								43,117.44-
00001	PINEBELT FEDERAL CREDIT	LEIN PAYOFF-	00133258	12005137	LEIN PAYOFF FORFEITED VEHICLE	05/17/13	230847	1,346.76-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PINEBELT FEDERAL CREDIT								
Sum								1,346.76-
00001	PITNEY BOWES INC-METER R	0988915-MRI3	00133142	12005023	QTR MAIL MACHINE LEASE	05/17/13	230849	1,566.00-
PITNEYBOWES INC-METER R								
Sum								1,566.00-
00001	PITTMAN, PATRICIA (POLL	5/7/13 PRIMA	02013453	12005228	5/7/13 PRIMARY ELECTION	05/17/13	230850	163.00-
PITTMAN, PATRICIA (POLL								
Sum								163.00-
00001	POLK, EMMA (POLL WORKER)	5/7/13 PRIMA	02013453	12005301	5/7/13 PRIMARY ELECTION	05/17/13	230851	143.00-
POLK,EMMA (POLL WORKER)								
Sum								143.00-
00001	POOLE, EULA J (POLL WORK	5/7/13 PRIMA	02013453	12005204	5/7/13 PRIMARY ELECTION	05/17/13	230852	143.00-
POOLE,EULA J (POLL WORK								
Sum								143.00-
00001	POPE, ANGELA (POLL WORKE	5/7/13 PRIMA	02013453	12005304	5/7/13 PRIMARY ELECTION	05/17/13	230853	143.00-
POPE,ANGELA (POLL WORKE								
Sum								143.00-
00001	POPE, JESSIE O JRR (POLL	5/7/13 PRIMA	02013453	12005282	5/7/13 PRIMARY ELECTION	05/17/13	230854	143.00-
POPE,JESSIE O JRR (POLL								
Sum								143.00-
00001	PRUITT GROUP, THE	LOBBY RETAIN	00132981	12004815	LOBBYING RETAINER FEE 5/13	05/17/13	230856	3,000.00-
PRUITTGROUP, THE								
Sum								3,000.00-
00001	PUBLIC AGENCY TRAINING C	REG-MCLEMORE	00132988	12004824	REG-MCLEMORE CLASS 5/21-23	05/17/13	230857	295.00-
PUBLICAGENCY TRAINING C								
Sum								295.00-
00001	PYLE, MILLS & DYE PA	FAIRLEY VS C	00133404	12005346	SERVS FAIRLEY VS CITY	05/17/13	230859	7,600.58-
00001	PYLE, MILLS & DYE PA	RAY VS CITY	00133404	12005347	SERVS RAY VS CITY	05/17/13	230859	680.79-
PYLE,MILLS & DYE PA								
Sum								8,281.37-
00001	RAINEY, BILL MILLWORKS	13993	00132035	12005356	DOOR FOR FIRE ADM OFFICE	05/17/13	230862	3,918.00-
RAINEY, BILL MILLWORKS								
Sum								3,918.00-
00001	RATLIFF, PATRICIA (POLL	5/7/13 PRIMA	02013453	12005202	5/7/13 PRIMARY ELECTION	05/17/13	230864	143.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
RATLIFF, PATRICIA (POLL								
Sum								143.00-
00001	RATLIFF, TROYANA (POLL	5/7/13 PRIMA	02013453	12005203	5/7/13 PRIMARY ELECTION	05/17/13	230865	143.00-
RATLIFF, TROYANA (POLL								
Sum								143.00-
00001	RAY-E FOUNDATION INC	JUNETEENTH A	00133405	12005348	JUNETEENTH AD 2013	05/17/13	230866	1,000.00-
RAY-EFOUNDATION INC								
Sum								1,000.00-
00001	RELIABLE WELDING & MACH	38301	00133086	12005374	VALVE REPR U#17728 SANIT	05/17/13	230869	1,747.36-
RELIABLE WELDING & MACH								
Sum								1,747.36-
00001	RICOH CORP	5025849787	00132933	12004769	COPIER OVERAGE 1/22-4/21/13	05/17/13	230870	577.78-
RICOHCORP								
Sum								577.78-
00001	RILEY, ANGELA RASULALLAH	5/7/13 PRIMA	02013453	12005243	5/7/13 PRIMARY ELECTION	05/17/13	230871	143.00-
RILEY,ANGELA RASULALLAH								
Sum								143.00-
00001	RJ YOUNG COMPANY	336623	00132973	12004783	COPIER LEASE 3/28-4/28 DETECT	05/17/13	230873	518.00-
00001	RJ YOUNG COMPANY	336376	00132953	12004785	COPIER 3/26-4/26 P/F ACADEMY	05/17/13	230873	718.67-
00001	RJ YOUNG COMPANY	336571	00132938	12004789	COPIER SERV CONTRACT FIRE DEP	05/17/13	230873	196.00-
00001	RJ YOUNG COMPANY	337458	00133033	12004890	COPIER OVERAGE 1/28-4/28 FIRE	05/17/13	230873	4.74-
00001	RJ YOUNG COMPANY	337463	00133128	12004993	COPIER 3/28-4/28 ENGR	05/17/13	230873	348.30-
RJ YOUNG COMPANY								
Sum								1,785.71-
00001	ROBBINS, ARTIST (POLL WO	5/7/13 PRIMA	02013453	12005274	5/7/13 PRIMARY ELECTION	05/17/13	230874	163.00-
ROBBINS, ARTIST (POLL WO								
Sum								163.00-
00001	ROBINSON ELECTRIC SUPPLY	2145095-01	00132601	12004869	ELEC SUPP-LIGHTS-AIRPORT	05/17/13	230875	115.00-
ROBINSON ELECTRIC SUPPLY								
Sum								115.00-
00001	ROBINSON, GLORIA (POLL W	5/7/13 PRIMA	02013453	12005245	5/7/13 PRIMARY ELECTION	05/17/13	230876	143.00-
ROBINSON, GLORIA (POLL W								
Sum								143.00-
00001	ROCKING C TRUCK & TRAILE	1290038038	00132677	12004988	REPR PTS U#12956 STREET	05/17/13	230877	1,218.24-
00001	ROCKING C TRUCK & TRAILE	1290038198	00132677	12005016	CREDIT	05/17/13	230877	175.00

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ROCKING C TRUCK & TRAILE								
Sum								1,043.24-
00001	ROGERS-DABBS CHEVROLET H	49206	00131500	12005177	2013 VAN U#19101 CONSTR DEPT	05/17/13	230878	17,957.00-
ROGERS-DABBS CHEVROLET H								
Sum								17,957.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINION-801	00132368	12004964	TITLE OPINION 801 E 7TH ST	05/17/13	230880	250.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINION-606	00132703	12004965	TITLE OPINION 606 MEMPHIS ST	05/17/13	230880	250.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINION-1401	00132703	12004966	TITLE OPINION 1401 KINNARD ST	05/17/13	230880	250.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINION-1100	00132703	12004967	TITLE OPINION 1100 CEDAR ST	05/17/13	230880	250.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINION-105	00132703	12004968	TITLE OPINION 105 MONTAGUE ST	05/17/13	230880	250.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINION-112	00132703	12004969	TITLE OPINION-112 EDNA ST	05/17/13	230880	250.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINION-814	00132703	12004970	TITLE OPINION 814 BUSCHMAN ST	05/17/13	230880	250.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINION-1009	00132703	12004971	TITLE OPINION 1009 JOHN ST	05/17/13	230880	250.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINION-411	00132703	12004972	TITLE OPINION 411 CLARK ST	05/17/13	230880	250.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINION-SHOR	00132703	12004973	TITLE OPINION SHORT 9TH ST	05/17/13	230880	250.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINION-210	00132703	12004974	TITLE OPINION 210 ROSA AVE	05/17/13	230880	250.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINION-414	00132703	12004975	TITLE OPINION 414 W 4TH ST	05/17/13	230880	250.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINION-110	00132703	12004976	TITLE OPINION 110 JULIAN ST	05/17/13	230880	250.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINION-1004	00132703	12004977	TITLE OPINION 1004 SOUTHERN	05/17/13	230880	250.00-
ROGERS, KEVIN & ASSOCIAT								
Sum								3,500.00-
00001	ROTO-ROOTER	405169	00132812	12005365	CLEAR MAIN DRAIN AIRPORT	05/17/13	230881	989.89-
ROTO-ROOTER								
Sum								989.89-
00001	SACKS OUTDOOR SUPPLY	16573	00132732	12004776	UNIFORM BOOTS ROBINSON	05/17/13	230882	280.00-
00001	SACKS OUTDOOR SUPPLY	16703	00132732	12004777	UNIFORM PANTS-PACK	05/17/13	230882	139.92-
00001	SACKS OUTDOOR SUPPLY	16706	00132887	12004819	CLOTH ALLOW-BYRD-POLICE DEPT	05/17/13	230882	228.86-
SACKSOUTDOOR SUPPLY								
Sum								648.78-
00001	SANDY RUN FARM & NURSERY	3355 & 3357	00132969	12004879	TORNADO DEBRIS & GRINDING	05/03/13	17672	21,937.86-
SANDYRUN FARM & NURSERY								
Sum								21,937.86-
00001	SCHWANDT, MARILYN T	PETTY CASH 4	00133165	12005019	PETTY CASH VARI DEPTS	05/17/13	230886	396.60-
SCHWANDT, MARILYN T								
Sum								396.60-
00001	SCOTTS HYDRAULIC SERVICE	14360	00132619	12005000	REPRS U#11434 SANIT	05/17/13	230888	935.30-
SCOTTSHYDRAULIC SERVICE								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								935.30-
00001	SERVICEMASTER/PETAL	19559	00132669	12005128	REFINISH FLOORS TRAIN DEPOT	05/17/13	230889	2,220.00-
SERVICEMASTER/PETAL								
Sum								2,220.00-
00001	SHAPPLEY, MICHAEL	TRAV ADVANCE	00133261	12005133	TRAV ADV-POLYGRAPH CONF-PEARL	05/17/13	230890	353.00-
SHAPPLEY, MICHAEL								
Sum								353.00-
00001	SHAW, DORIS (POLL WORKER	5/7/13 PRIMA	02013453	12005234	5/7/13 PRIMARY ELECTION	05/17/13	230891	143.00-
SHAW,DORIS (POLL WORKER								
Sum								143.00-
00001	SHELBY, NINIKA (POLL WOR	5/7/13 PRIMA	02013453	12005269	5/7/13 PRIMARY ELECTION	05/17/13	230892	163.00-
SHELBY, NINIKA (POLL WOR								
Sum								163.00-
00001	SHEMPER, LINDA (POLL WOR	5/7/13 PRIMA	02013453	12005251	5/7/13 PRIMARY ELECTION	05/17/13	230893	143.00-
SHEMPER, LINDA (POLL WOR								
Sum								143.00-
00001	SHEMPER, MICHAEL J PLLC	SERVICES 4/1	00133424	12005372	SERVS 4/13 MUN COURT	05/17/13	230894	489.60-
SHEMPER, MICHAEL J PLLC								
Sum								489.60-
00001	SHERWIN-WILLIAMS COMPANY	0096-7	00132738	12004978	YELLOW TRAFFIC PAINT-STOCK	05/17/13	230895	1,575.00-
SHERWIN-WILLIAMS COMPANY								
Sum								1,575.00-
00001	SHOWS DEARMAN & WAITS IN	17407	00133276	12005159	SERV 1/26-3/23 GORDON CREEK	05/17/13	230897	2,125.00-
00001	SHOWS DEARMAN & WAITS IN	17449	00133268	12005160	SERV 3/24-4/20 GORDON CRK	05/17/13	230897	1,046.00-
SHOWSDEARMAN & WAITS IN								
Sum								3,171.00-
00001	SMITH, SANDRA (POLL WO	5/7/13 PRIMA	02013453	12005241	5/7/13 PRIMARY ELECTION	05/17/13	230901	143.00-
SMITH,SANDRA (POLL WO								
Sum								143.00-
00001	SMITHKA, PAULA (POLL WOR	5/7/13 PRIMA	02013453	12005249	5/7/13 PRIMARY ELECTION	05/17/13	230902	163.00-
SMITHKA, PAULA (POLL WOR								
Sum								163.00-
00001	SOLAR SUPPLY INC	3441744	00132889	12004821	A/C REPR PTS POLICE DEPT	05/17/13	230903	20.70-
00001	SOLAR SUPPLY INC	3441827	00132781	12004947	HVAC UNIT FILTERS MAYOR'S OFC	05/17/13	230903	157.32-
00001	SOLAR SUPPLY INC	3441730	00132919	12004948	HVAC UNIT REPR HUMAN RES	05/17/13	230903	64.28-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	SOLAR SUPPLY INC	3441754	00132916	12004996	LINESET-STORAGE BLDG PUB WRKS	05/17/13	230903	192.94-
SOLARSUPPLY INC								
Sum								435.24-
00001	SOUTH MS EMERGENCY PHYSI	19844644-271	00133361	12005328	SERV 12/20/12 EASHMOND-PRSNR	05/17/13	230904	512.00-
00001	SOUTH MS EMERGENCY PHYSI	21455787-27-	00133361	12005329	SERV 1/2/13 MCKINES-PRISONER	05/17/13	230904	774.52-
00001	SOUTH MS EMERGENCY PHYSI	121270689/27	00133361	12005330	SERV 3/30/13 TAYLOR-PRISONER	05/17/13	230904	633.00-
00001	SOUTH MS EMERGENCY PHYSI	119593343/27	00133361	12005331	SERV 2/9/13 WRIGHT-PRISONER	05/17/13	230904	512.00-
00001	SOUTH MS EMERGENCY PHYSI	119640506/27	00133361	12005332	SERV 2/10/13 WRIGHT-PRISONER	05/17/13	230904	763.00-
00001	SOUTH MS EMERGENCY PHYSI	120715243/27	00133361	12005333	SERV 3/16/13 LUSIGNAN-PRISONR	05/17/13	230904	512.00-
00001	SOUTH MS EMERGENCY PHYSI	120759155/27	00133361	12005334	SERV 3/17/13 LUSIGNAN-PRISONR	05/17/13	230904	852.00-
SOUTHMS EMERGENCY PHYSI								
Sum								4,558.52-
00001	SOUTHERN ACCOUNTING SYST	04130484	00132215	12004881	RECEIPT PAPER MUN COURT	05/17/13	230905	293.54-
SOUTHERN ACCOUNTING SYST								
Sum								293.54-
00001	SOUTHERN FIRE & SPRINKLE	09-4191	00130517	12004774	SPRINKLER SYS CERTIF-DEPOT	05/17/13	230906	350.00-
SOUTHERN FIRE & SPRINKLE								
Sum								350.00-
00001	SOUTHERN PINE ELECTRIC P	5/13 GENERAL	00201315	12005187	MNTHLY 5/13 PUBLIC SERVICES	05/17/13	230909	1,269.72-
SOUTHERN PINE ELECTRIC P								
Sum								1,269.72-
00001	SOUTHERN TIRE MART LLC	11072221	00132179	12004830	TIRE SERV U#11353 FIRE DEPT	05/17/13	230911	568.99-
00001	SOUTHERN TIRE MART LLC	11073833	00132528	12004893	TIRE REPR U#11353 FIRE DEPT	05/17/13	230911	35.00-
SOUTHERN TIRE MART LLC								
Sum								603.99-
00001	SOUTHGROUP (HATTIESBURG	HATTIES-03 1	00133202	12005073	INCREASE LIMIT OF BD TO STATE	05/17/13	230913	326.00-
SOUTHGROUP (HATTIESBURG								
Sum								326.00-
00001	STANDARD OFFICE SUPPLY C	0034318-001	00132893	12004816	COPY PAPER POLICE DEPT	05/17/13	230915	240.00-
00001	STANDARD OFFICE SUPPLY C	0034292-001	00132862	12004817	NOTE CARDS-LAW ENFORCE WEEK	05/17/13	230915	41.98-
00001	STANDARD OFFICE SUPPLY C	0034396-001	00132816	12004843	CITATIONS ANIMAL CONTROL	05/17/13	230915	126.05-
00001	STANDARD OFFICE SUPPLY C	0034508-001	00133027	12004944	ELECTION SUPPLIES	05/17/13	230915	139.70-
00001	STANDARD OFFICE SUPPLY C	0034072-001	00132411	12005017	OFFICE SUPP MUN COURT	05/17/13	230915	56.97-
00001	STANDARD OFFICE SUPPLY C	0033364-001	00131750	12005070	CREDIT	05/17/13	230915	207.96
00001	STANDARD OFFICE SUPPLY C	0034560-001	00133072	12005123	ELECTION SUPPLIES 5/7/13	05/17/13	230915	260.12-
00001	STANDARD OFFICE SUPPLY C	0034743-001	00133067	12005129	OFFICE SUPP POLICE DEPT	05/17/13	230915	49.91-
00001	STANDARD OFFICE SUPPLY C	0034567-001	00133089	12005312	ELECTION SUPPLIES	05/17/13	230915	81.06-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
STANDARD OFFICE SUPPLY C								
Sum								787.83-
00001	STAPLETON, ELODIA B (POL	5/7/13 PRIMA	02013453	12005275	5/7/13 PRIMARY ELECTION	05/17/13	230916	143.00-
STAPLETON, ELODIA B (POL								
Sum								143.00-
00001	STATE FIRE ACADEMY	20587 EATON	00133032	12004889	REG-EATON 3/18-21 ROPE RESCUE	05/17/13	230917	60.00-
00001	STATE FIRE ACADEMY	20688 MORGAN	00133251	12005144	REG-MORGAN FIRE INSPECT CLASS	05/17/13	230917	285.00-
STATEFIRE ACADEMY								
Sum								345.00-
00001	STRICK'S BAR-B-QUE	1742	00133039	12005121	FOOD YOUTH COUNCIL DINNER	05/17/13	230919	500.00-
00001	STRICK'S BAR-B-QUE	1742(B)	00133241	12005122	ADDL AMT DUE PO#133039	05/17/13	230919	118.00-
STRICK'S BAR-B-QUE								
Sum								618.00-
00001	SULLIVAN, DOROTHY JEAN (	5/7/13 PRIMA	02013453	12005205	5/7/13 PRIMARY ELECTION	05/17/13	230921	143.00-
SULLIVAN, DOROTHY JEAN (								
Sum								143.00-
00001	SUNBELT FIRE INC	78826	00132939	12004788	REPR PTS U#15064 FIRE DEPT	05/17/13	230922	126.18-
00001	SUNBELT FIRE INC	78525	00132568	12004827	REPR PTS U#13560 FIRE DEPT	05/17/13	230922	215.60-
00001	SUNBELT FIRE INC	78579	00132568	12004828	REPR PTS U#13560 FIRE DEPT	05/17/13	230922	118.36-
SUNBELT FIRE INC								
Sum								460.14-
00001	SWEET PEPPERS (LINCOLN R	PO#133229 5/	00133229	12005314	FOOD NATL TRAIN DAY 5/11/13	05/17/13	230923	349.95-
SWEETPEPPERS (LINCOLN R								
Sum								349.95-
00001	TAYLOR, TAMMY (POLL WORK	5/7/13 PRIM	02013453	12005298	5/7/13 PRIMARY ELECTION	05/17/13	230925	163.00-
TAYLOR, TAMMY (POLL WORK								
Sum								163.00-
00001	TEMPLE INC	INV0120990	00132437	12004834	SIGN BRACKETS-TORNADO DAMAGE	05/17/13	230926	1,060.45-
TEMPLEINC								
Sum								1,060.45-
00001	THOMAS, MELODY (POLL W	5/7/13 PRIMA	02013453	12005258	5/7/13 PRIMARY ELECTION	05/17/13	230928	143.00-
THOMAS, MELODY (POLL W								
Sum								143.00-
00001	THOMPSON, BOBBY (POLL W	5/7/13 PRIMA	02013453	12005288	5/7/13 PRIMARY ELECTION	05/17/13	230929	193.00-
THOMPSON, BOBBY (POLL W								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								193.00-
00001	THYSSENKRUPP ELEVATOR CO	3000561688	00133141	12005036	MAINT 5/13 PINE ST GARAGE	05/17/13	230930	410.45-
THYSSENKRUPP ELEVATOR CO								
Sum								410.45-
00001	TRACTOR SUPPLY	200153104	00132859	12005010	PITCH FORK-FORESTRY	05/17/13	230931	39.99-
00001	TRACTOR SUPPLY	20015371	00132859	12005011	PITCH FORKS-FORESTRY	05/17/13	230931	119.97-
TRACTOR SUPPLY								
Sum								159.96-
00001	TRUCK SERVICE & EQUIPMEN	311109	00132108	12004989	REPR PTS U#7873 STREET	05/17/13	230937	316.06-
00001	TRUCK SERVICE & EQUIPMEN	310881	00131457	12005001	REPR PTS SANIT STOCK	05/17/13	230937	64.68-
00001	TRUCK SERVICE & EQUIPMEN	311372	00132625	12005002	REPR PTS U#14410 SANIT	05/17/13	230937	307.22-
TRUCKSERVICE & EQUIPMEN								
Sum								687.96-
00001	TRUCKPRO INC	039-0525614	00133022	12005003	REPR PTS U#17731 SANIT	05/17/13	230938	450.87-
TRUCKPRO INC								
Sum								450.87-
00001	TRUCKS PLUS AUTO ACCESSO	25903	00133035	12004883	TOOLBOX U#19008 POLICE	05/17/13	230939	259.00-
00001	TRUCKS PLUS AUTO ACCESSO	25946	00133076	12005084	TRAILER HITCHES TOW VEHICLES	05/17/13	230939	478.00-
TRUCKSPLUS AUTO ACCESSO								
Sum								737.00-
00001	TRUSTMARK BUSINESS CARD	3018 DUPREE	00133370	12005344	LATE FEE/FINANCE CHARGE	05/17/13	230941	42.15-
TRUSTMARK BUSINESS CARD								
Sum								42.15-
00001	TRUSTMARK NATIONAL BANK/	18143/284011	02013430	12004762	GARB CAN LEASE DUE 5/30/13	05/01/13	17662	23,186.40-
00001	TRUSTMARK NATIONAL BANK/	42912/273350	02013452	12005191	POLICE CARS LEASE DUR 5/17	05/14/13	17684	36,946.33-
TRUSTMARK NATIONAL BANK/								
Sum								60,132.73-
00001	ULTIMATE PARTY #3 (WAS	307040	00133188	12005071	SUPP-MAYOR'S FIN ED INITIATIV	05/17/13	230943	40.67-
ULTIMATE PARTY #3 (WAS								
Sum								40.67-
00001	UNDERWOOD'S SMALL ENGINE	955223	00132769	12004855	MOWER REPR LAKEVIEW P/F ACDMY	05/17/13	230944	137.15-
00001	UNDERWOOD'S SMALL ENGINE	955224	00132770	12004856	MOWER REPR LAKEVIEW P/F ACDMY	05/17/13	230944	136.25-
00001	UNDERWOOD'S SMALL ENGINE	955514	00133347	12005358	LAWN MOWER REPR #6 FIRE STA	05/17/13	230944	54.35-
UNDERWOOD'S SMALL ENGINE								
Sum								327.75-
00001	UNITED PARCEL SERVICE IN	00008E1Y1518	00133256	12005134	SHIP CHGS 4/6,4/25 POLICE	05/17/13	230946	8.54-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
UNITEDPARCEL SERVICE IN								
Sum								8.54-
00001	V F W OF THE US	PARKING SPAC	00132982	12004846	PARKING SPACES 5/13	05/17/13	230948	75.00-
V F WOF THE US								
Sum								75.00-
00001	WARE, HARRIET B (POLL WO	5/7/13 PRIMA	02013453	12005307	5/7/13 PRIMARY ELECTION	05/17/13	230959	18.00-
WARE,HARRIET B (POLL WO								
Sum								18.00-
00001	WARE, TOMMIE L (POLL WOR	5/7/13 PRIMA	02013453	12005247	5/7/13 PRIMARY ELECTION	05/17/13	230960	143.00-
WARE,TOMMIE L (POLL WOR								
Sum								143.00-
00001	WARREN, DOROTHY (POLL WO	5/7/13 PRIMA	02013453	12005266	5/7/13 PRIMARY ELECTION	05/17/13	230963	143.00-
WARREN, DOROTHY (POLL WO								
Sum								143.00-
00001	WASTE MANAGEMENT OF SOUT	0006513-2526	00133015	12005047	REFUSE DISPOSAL 4/1-16 SANIT	05/17/13	230964	22,834.46-
00001	WASTE MANAGEMENT OF SOUT	0006552-2526	00133182	12005048	REFUSE DISPOSAL 4/16-30 SANIT	05/17/13	230964	22,454.30-
WASTEMANAGEMENT OF SOUT								
Sum								45,288.76-
00001	WASTE PRO HATTIESBURG	265181	00133306	12005168	RECYCLE SRV 4/13 RESIDENTIAL	05/17/13	230965	20,784.30-
00001	WASTE PRO HATTIESBURG	265038	00133306	12005169	RECYCLE HAUL CHGS 4/13	05/17/13	230965	4,650.00-
WASTEPRO HATTIESBURG								
Sum								25,434.30-
00001	WATERS INTERNATIONAL TRU	8-231080080	00132631	12004796	REPR PTS SANIT STOCK	05/17/13	230967	123.40-
00001	WATERS INTERNATIONAL TRU	231080057	00132631	12004797	REPRS STREET UNIT	05/17/13	230967	694.27-
00001	WATERS INTERNATIONAL TRU	231200068	00132961	12004867	REPRS U#16082 STREET	05/17/13	230967	2,257.69-
00001	WATERS INTERNATIONAL TRU	231200065	00132960	12004870	REPRS U#17720 SANIT	05/17/13	230967	477.68-
00001	WATERS INTERNATIONAL TRU	230720040	00131685	12005005	REPRS U#17730 SANIT	05/17/13	230967	213.41-
00001	WATERS INTERNATIONAL TRU	8-231220087	00133042	12005015	REPR PTS U#12891 CEMETERY	05/17/13	230967	167.28-
00001	WATERS INTERNATIONAL TRU	8-231280019	00133153	12005339	REPR PTS U#17725 SANIT	05/17/13	230967	69.16-
WATERSINTERNATIONAL TRU								
Sum								4,002.89-
00001	WATKINS, ANNIE (POLL WOR	5/7/13 PRIMA	02013453	12005221	5/7/13 PRIMARY ELECTION	05/17/13	230968	143.00-
WATKINS, ANNIE (POLL WOR								
Sum								143.00-
00001	WEATHERSBY, FALEY B	5/7/13 PRIMA	02013453	12005197	5/7/13 PRIMARY ELECTION	05/17/13	230970	143.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WEATHERSBY, FALEY B								
Sum								143.00-
00001	WEBSTER, DAVID R	TRAV ADVANCE	00133223	12005150	TRAV ADV-FIRE CHIEFS CONF	05/17/13	230973	362.80-
WEBSTER, DAVID R								
Sum								362.80-
00001	WEST, A THOMSON REUTERS	826954672	00133096	12004939	WEST INFO CHGS 3/13 MUN COUR	05/17/13	230975	101.77-
00001	WEST, A THOMSON REUTERS	22132731	00131555	12005376	LAW SUBSCRIPT 3/13-9/13	05/17/13	230975	4,417.00-
WEST,A THOMSON REUTERS								
Sum								4,518.77-
00001	WHITE, PORSHALAIN (POLL	5/7/13 PRIMA	02013453	12005263	5/7/13 PRIMARY ELECTION	05/17/13	230979	163.00-
WHITE,PORSHALAIN (POLL								
Sum								163.00-
00001	WILLMUT GAS & OIL COMPAN	5/13 GENERAL	00201315	12005190	MNTHLY 5/13 PUBLIC SERVICES	05/17/13	230980	1,600.15-
WILLMUT GAS & OIL COMPAN								
Sum								1,600.15-
00001	WILSON, BEVERLY INEZ (PO	5/7/13 PRIMA	02013453	12005290	5/7/13 PRIMARY ELECTION	05/17/13	230981	143.00-
WILSON, BEVERLY INEZ (PO								
Sum								143.00-
00001	WILSON, BIANCA (POLL WOR	5/7/13 PRIMA	02013453	12005296	5/7/13 PRIMARY ELECTION	05/17/13	230982	143.00-
WILSON, BIANCA (POLL WOR								
Sum								143.00-
00001	WILSON, GLENDA (POLL WOR	5/7/13 PRIMA	02013453	12005201	5/7/13 PRIMARY ELECTION	05/17/13	230983	143.00-
WILSON, GLENDA (POLL WOR								
Sum								143.00-
00001	WOOD, ANNE (POLL WORKER)	5/7/13 PRIMA	02013453	12005270	5/7/13 PRIMARY ELECTION	05/17/13	230985	143.00-
WOOD,ANNE (POLL WORKER)								
Sum								143.00-
00001	WOODSTONE	PO#127672 5/	00127672	12005094	RPLCMNT MONUMENT MOWER DAMAGE	05/17/13	230986	425.00-
WOODSTONE								
Sum								425.00-
00001	WOULLARD, LAHOPE K (POLL	5/7/13 PRIMA	02013453	12005306	5/7/13 PRIMARY ELECTION	05/17/13	230987	18.00-
WOULLARD, LAHOPE K (POLL								
Sum								18.00-
00001	WOULLARD, WILLIE (POLL	5/7/13 PRIMA	02013453	12005250	5/7/13 PRIMARY ELECTION	05/17/13	230988	163.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WOULLARD, WILLIE (POLL							
Sum							163.00-
Sum							2,975,768.99-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS& RECREATION FUND								
00002	A & R FARM AND GARDEN	261791	00132830	12001282	FIRE ANT KILLER GRNDS MAINT	05/17/13	230473	168.88-
00002	A & R FARM AND GARDEN	261790	00132989	12001284	FIRE ANT KILLER GRNDS MAINT	05/17/13	230473	168.88-
A & RFARM AND GARDEN								
Sum								337.76-
00002	ADAMS NURSERY	262739	00132998	12001266	LANDSCAPE PLANTS GRNDS MAINT	05/17/13	230480	46.85-
ADAMSNURSERY								
Sum								46.85-
00002	ADCOCK POOLS AND SPA	59294	00132497	12001306	FOUNTAIN/POOL VACUUM	05/17/13	230482	2,498.00-
00002	ADCOCK POOLS AND SPA	59284	00133219	12001313	POOL TEST KITS	05/17/13	230482	143.94-
ADCOCKPOOLS AND SPA								
Sum								2,641.94-
00002	AGRI-AFC LLC	1035953	00133192	12001372	FERTILIZER ALL BALLFIELDS	05/17/13	230485	4,889.30-
AGRI-AFC LLC								
Sum								4,889.30-
00002	ALL SOUTH PORTABLE SANIT	10984	00132700	12001293	PORTALETS 4/9-5/7 TOWN SQ PARK	05/17/13	230487	150.00-
00002	ALL SOUTH PORTABLE SANIT	11040	00133248	12001378	PORTALETS CHAIN PARK	05/17/13	230487	260.00-
ALL SOUTH PORTABLE SANIT								
Sum								410.00-
00002	ALLEN, MATT	OFFICIAL 4/2	02013414	12001317	OFFICIAL-ADULT SOFTBALL	05/17/13	230490	136.00-
ALLEN,MATT								
Sum								136.00-
00002	ANOINTED HANDS CLEANING	19	00133297	12001311	SERV 4/13 GRNDS MAINT	05/17/13	230494	250.00-
ANOINTED HANDS CLEANING								
Sum								250.00-
00002	AUTO ARMATURE SERVICE IN	0666	00133333	12001375	BATTERY U#8667 GRNDS MAINT	05/17/13	230502	119.95-
AUTO ARMATURE SERVICE IN								
Sum								119.95-
00002	B S N SPORTS	95302618	00132372	12001267	BACKSTOP PADS DAHMER FIELDS	05/17/13	230507	1,942.56-
B S NSPORTS								
Sum								1,942.56-
00002	B W I	11858091	00133185	12001373	DRYING AGENT ALL BALLFIELDS	05/17/13	230508	757.80-
B W I								
Sum								757.80-
00002	BELL, DEVON	OFFICIAL 4/2	02013414	12001318	OFFICIAL-ADULT SOFTBALL	05/17/13	230516	153.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BELL,DEVON								
Sum								153.00-
00002	BETTS, SHERMAN	OFFICIAL 4/2	02013414	12001319	OFFICIAL-ADULT BASKETBALL	05/17/13	230520	595.00-
BETTS,SHERMAN								
Sum								595.00-
00002	BOND, MARK	OFFICIAL 4/2	02013414	12001320	OFFICIAL-ADULT SOFTBALL	05/17/13	230525	168.00-
BOND,MARK								
Sum								168.00-
00002	BRACKMAN MOWER WAREHOUSE	IN0119123	00133106	12001289	REPRS U#17561 GRNDS MAINT	05/17/13	230528	417.75-
00002	BRACKMAN MOWER WAREHOUSE	IN0119124	00133108	12001290	REPR PTS U#18576 GRNDS MAINT	05/17/13	230528	31.90-
00002	BRACKMAN MOWER WAREHOUSE	0119176	00133148	12001309	WEEDEATER REPR PTS	05/17/13	230528	467.25-
BRACKMAN MOWER WAREHOUSE								
Sum								916.90-
00002	BRADDOCK, ARETHA	OFFICIAL 4/2	02013414	12001321	OFFICIAL-ADULT SOFTBALL	05/17/13	230529	68.00-
BRADDOCK, ARETHA								
Sum								68.00-
00002	BUNCH, LATOYA L	OFFICIAL 4/2	02013414	12001322	OFFICIAL-YOUTH SPORTS	05/17/13	230539	476.00-
BUNCH,LATOYA L								
Sum								476.00-
00002	BURKE, HOWARD	OFFICIAL 4/2	02013414	12001323	OFFICIAL-YOUTH SPORTS	05/17/13	230540	299.00-
BURKE,HOWARD								
Sum								299.00-
00002	C SPIRE WIRELESS (CELLUL	3/23/13-4/22	02013467	12001381	CELL SERV 3/13 PARKS & REC	05/17/13	230545	203.74-
C SPIRE WIRELESS (CELLUL								
Sum								203.74-
00002	CARQUEST AUTO PARTS STOR	14758-5136	00132306	12001265	REPR PTS U#11961 GRNDS MAINT	05/17/13	230548	192.44-
00002	CARQUEST AUTO PARTS STOR	14758-4171	00132529	12001286	POOL VACUUM BATTERY/CHARGER	05/17/13	230548	171.96-
CARQUEST AUTO PARTS STOR								
Sum								364.40-
00002	CITY OF HATTIESBURG FUND	TRF COV 1ST	02013435	12001251	TRF COV 1ST 5/15 PAYROLL	05/01/13	36435	40,715.62-
00002	CITY OF HATTIESBURG FUND	TRF 2ND MAY	02013457	12001376	TRF COVER 2ND MAY 2013 PAYROLL	05/15/13	36450	51,743.56-
CITY OF HATTIESBURG FUND								
Sum								92,459.18-
00002	COLQUITT, ARIEL	SPORTS SERVS	02013415	12001346	SPORTS SUPPORT SERVICES	05/17/13	230567	70.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COLQUITT, ARIEL								
Sum								70.00-
00002	COLQUITT, EMMA	SPORTS SERVS	02013415	12001347	SPORTS SUPPORT SERVICES	05/17/13	230568	245.00-
COLQUITT, EMMA								
Sum								245.00-
00002	COOLEY, NAKITA	SPORTS SERVS	02013415	12001345	SPORTS SUPPORT SERVICES	05/17/13	230576	280.00-
COOLEY, NAKITA								
Sum								280.00-
00002	COPY CATS PRINTING	311969	00132699	12001288	SENIOR PROM FLYERS 2013	05/17/13	230577	307.50-
COPY CATS PRINTING								
Sum								307.50-
00002	COURTNEY'S RESTAURANT EQ	7588	00133157	12001292	ICE MACH SERV CALL TATUM SB	05/17/13	230580	90.00-
COURTNEY'S RESTAURANT EQ								
Sum								90.00-
00002	CURTIS, GEORGE	SPORTS SERVS	02013415	12001348	SPORTS SUPPORT SERVICES	05/17/13	230585	175.00-
CURTIS, GEORGE								
Sum								175.00-
00002	CURTIS, MALCOLM	OFFICIAL 4/2	02013414	12001324	OFFICIAL-ADULT SOFTBALL	05/17/13	230586	255.00-
CURTIS, MALCOLM								
Sum								255.00-
00002	DAVIS, WARDELL	OFFICIAL 4/2	02013414	12001325	OFFICIAL-ADULT SOFTBALL	05/17/13	230590	612.00-
DAVIS,WARDELL								
Sum								612.00-
00002	DENLEY'S HORTICULTURE SE	1916	00133119	12001283	CHEMICALS CAMERON FIELD	05/17/13	230593	460.00-
DENLEY'S HORTICULTURE SE								
Sum								460.00-
00002	DIXON, TIMOTHY	OFFICIAL 4/2	02013414	12001326	OFFICIAL-ADULT SOFTBALL	05/17/13	230596	483.00-
DIXON,TIMOTHY								
Sum								483.00-
00002	DOLEAC ELECTRIC CO INC	H13891	00133226	12001296	SECURITY LIGHT REPR TATUM PK	05/17/13	230597	1,120.97-
DOLEACELECTRIC CO INC								
Sum								1,120.97-
00002	DUNAGIN PEST CONTROL(PRE	8751724	00020133	12001297	Q/E 6/30/13 MAINT BLDG	05/17/13	230605	54.00-
00002	DUNAGIN PEST CONTROL(PRE	8751702	00020133	12001298	Q/E 6/30/13 CARPENTER SHOP	05/17/13	230605	54.00-
00002	DUNAGIN PEST CONTROL(PRE	8751698	00020133	12001299	Q/E 6/30/13 BOYS BRHOOD	05/17/13	230605	54.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002	DUNAGIN PEST CONTROL(PRE	8751701	00020133	12001300	Q/E 6/30/13 CAMERON FLD	05/17/13	230605	54.00-
00002	DUNAGIN PEST CONTROL(PRE	8751707	00020133	12001301	Q/E 6/30/13 DAHMER POOL	05/17/13	230605	54.00-
00002	DUNAGIN PEST CONTROL(PRE	8751735	00020133	12001302	Q/E 6/30/13 TATUM SOCCER	05/17/13	230605	135.00-
00002	DUNAGIN PEST CONTROL(PRE	8751737	00020133	12001303	Q/E 6/30/13 TIMBERTON	05/17/13	230605	81.00-
DUNAGIN PEST CONTROL(PRE								
Sum								486.00-
00002	DUNMORE, JOHNATHAN	SPORTS SERVS	02013415	12001349	SPORTS SUPPORT SERVICES	05/17/13	230607	294.00-
DUNMORE, JOHNATHAN								
Sum								294.00-
00002	EASTERLING, ISAIAH (POLL	OFFICIAL 4/2	02013414	12001327	OFFICIAL-ADULT SOFTBALL	05/17/13	230612	187.00-
EASTERLING, ISAIAH (POLL								
Sum								187.00-
00002	ELKINS WHOLESALE INC	172562-00	00132832	12001278	JANIT SUPP GRNDS MAINT	05/17/13	230617	593.44-
00002	ELKINS WHOLESALE INC	172562-01	00132832	12001279	JANIT SUPP GRNDS MAINT	05/17/13	230617	96.80-
00002	ELKINS WHOLESALE INC	173192-00	00132977	12001280	JANIT SUPP GRNDS MAINT	05/17/13	230617	157.56-
00002	ELKINS WHOLESALE INC	173192-01	00132977	12001281	JANIT SUPP GRNDS MAINT	05/17/13	230617	290.40-
00002	ELKINS WHOLESALE INC	173880-00	00133149	12001304	JANIT SUPP GRNDS MAINT	05/17/13	230617	137.42-
ELKINSWHOLESALE INC								
Sum								1,275.62-
00002	ESTERS, WILLARD (BUTCH)	OFFICIAL 4/2	02013414	12001328	OFFICIAL-ADULT SOFTBALL	05/17/13	230625	170.00-
ESTERS, WILLARD (BUTCH)								
Sum								170.00-
00002	FAIRLEY, LAKENDRA	SPORTS SERVS	02013415	12001350	SPORTS SUPPORT SERVICES	05/17/13	230630	224.00-
FAIRLEY, LAKENDRA								
Sum								224.00-
00002	FAIRLEY, WILLIAM (VASTON	SPORTS SERVS	02013415	12001351	SPORTS SUPPORT SERVICES	05/17/13	230632	450.00-
FAIRLEY, WILLIAM (VASTON								
Sum								450.00-
00002	G & K SERVICES	1035367563	00133047	12001268	UNIFORMS 4/02 GRNDS MAINT	05/17/13	230661	92.18-
00002	G & K SERVICES	1035369672	00133047	12001269	UNIFORMS 4/09 GRNDS MAINT	05/17/13	230661	92.18-
00002	G & K SERVICES	1035371761	00133047	12001270	UNIFORMS 4/16 GRNDS MAINT	05/17/13	230661	231.62-
00002	G & K SERVICES	1035373884	00133047	12001271	UNIFORMS 4/23 GRNDS MAINT	05/17/13	230661	88.18-
00002	G & K SERVICES	1035375980	00133047	12001272	UNIFORMS 4/30 GRNDS MAINT	05/17/13	230661	88.18-
00002	G & K SERVICES	1035367564	00133046	12001273	MATS 4/02 GRNDS MAINT	05/17/13	230661	3.40-
00002	G & K SERVICES	1035369673	00133046	12001274	MATS 4/09 GRNDS MAINT	05/17/13	230661	3.40-
00002	G & K SERVICES	1035371762	00133046	12001275	MATS 4/16 GRNDS MAINT	05/17/13	230661	3.40-
00002	G & K SERVICES	1035373885	00133046	12001276	MATS 4/23 GRNDS MAINT	05/17/13	230661	3.40-
00002	G & K SERVICES	1035375981	00133046	12001277	MATS 4/31 GRNDS MAINT	05/17/13	230661	3.40-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
G & KSERVICES								
Sum								609.34-
00002	GARNER LUMLEY ELECTRIC S	487065	00132976	12001257	B/O ELEC SUPP PO#131790	05/17/13	230666	150.00-
GARNERLUMLEY ELECTRIC S								
Sum								150.00-
00002	GRAVES, GARY L	OFFICIAL 4/2	02013414	12001329	OFFICIAL-ADULT BASKETBALL	05/17/13	230675	255.00-
GRAVES, GARY L								
Sum								255.00-
00002	HARRIS, DRE	SPORTS SERVS	02013415	12001352	SPORTS SUPPORT SERVICES	05/17/13	230685	175.00-
HARRIS, DRE								
Sum								175.00-
00002	HORNE, BRENDA	SPORTS SERVS	02013415	12001353	SPORTS SUPPORT SERVICES	05/17/13	230699	112.00-
HORNE,BRENDA								
Sum								112.00-
00002	HOSKINS, JAZAMINE	SPORTS SERVS	02013415	12001354	SPORTS SUPPORT SERVICES	05/17/13	230702	175.00-
HOSKINS, JAZAMINE								
Sum								175.00-
00002	IRBY, STUART C CO	S007531719.0	00133156	12001307	ELEC SUPP TMBRTN WALK TRAIL	05/17/13	230716	476.70-
00002	IRBY, STUART C CO	S007531719.0	00133156	12001308	ELEC SUPP TMBRTN WALK TRAIL	05/17/13	230716	96.18-
IRBY,STUART C CO								
Sum								572.88-
00002	JACKSON, FREDDIE	SPORTS SERVS	02013415	12001355	SPORTS SUPPORT SERVICES	05/17/13	230719	231.00-
JACKSON, FREDDIE								
Sum								231.00-
00002	JOHN'S IRON WORKS	PO#133062 5/	00133062	12001291	REPR TATUM PARK SOCCER GOAL	05/17/13	230726	960.00-
JOHN'SIRON WORKS								
Sum								960.00-
00002	JONES, ANN	PETTY CASH 5	00133303	12001305	PETTY CASH GRNDS MAINT	05/17/13	230730	170.28-
JONES,ANN								
Sum								170.28-
00002	JORDAN, BRITTNI	SPORTS SERVS	02013415	12001356	SPORTS SUPPORT SERVICES	05/17/13	230733	315.00-
JORDAN, BRITTNI								
Sum								315.00-
00002	JORDAN, SARDE	SPORTS SERVS	02013415	12001357	SPORTS SUPPORT SERVICES	05/17/13	230736	224.00-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
JORDAN, SARDE								
Sum								224.00-
00002	KELLY, KEITH	OFFICIAL 4/2	02013414	12001330	OFFICIAL-ADULT BASKETBALL	05/17/13	230738	102.00-
KELLY,KEITH								
Sum								102.00-
00002	KETTLEY, ANNETTE	SPORTS SERVS	02013415	12001358	SPORTS SUPPORT SERVICES	05/17/13	230740	182.00-
KETTLEY, ANNETTE								
Sum								182.00-
00002	KEYS, MECHEKA	SPORTS SERVS	02013415	12001359	SPORTS SUPPORT SERVICES	05/17/13	230741	245.00-
KEYS,MECHEKA								
Sum								245.00-
00002	KIRKSEY, JOHNATHAN	OFFICIAL 4/2	02013414	12001331	OFFICIAL-ADULT BASKETBALL	05/17/13	230742	425.00-
KIRKSEY, JOHNATHAN								
Sum								425.00-
00002	KIRKSEY, NANCY JONES	SPORTS SERVS	02013415	12001360	SPORTS SUPPORT SERVICES	05/17/13	230743	420.00-
KIRKSEY, NANCY JONES								
Sum								420.00-
00002	LEE, BRIAN M	OFFICIAL 4/2	02013414	12001332	OFFICIAL-ADULT SOFTBALL	05/17/13	230754	170.00-
LEE, BRIAN M								
Sum								170.00-
00002	LOCKE, JACKIE W	SPORTS SERVS	02013415	12001361	SPORTS SUPPORT SERVICES	05/17/13	230760	280.00-
LOCKE,JACKIE W								
Sum								280.00-
00002	LOWE'S OF HATTIESBURG IN	952651	00131912	12001253	TRASH CANS GRNDS MAINT	05/17/13	230763	918.00-
00002	LOWE'S OF HATTIESBURG IN	967636	00132186	12001254	TENTS FOR CITY EVENTS	05/17/13	230763	680.20-
LOWE'SOF HATTIESBURG IN								
Sum								1,598.20-
00002	MCNAIR, EVELENE	OFFICIAL 4/2	02013414	12001333	OFFICIAL-ADULT BASKETBALL	05/17/13	230784	578.00-
MCNAIR, EVELENE								
Sum								578.00-
00002	MCPHAIL, HOWARD F	OFFICIAL 4/2	02013414	12001334	OFFICIAL-ADULT BASKETBALL	05/17/13	230785	180.00-
00002	MCPHAIL, HOWARD F	SPORTS SERVS	02013415	12001362	SPORTS SUPPORT SERVICES	05/17/13	230785	500.00-
MCPHAIL, HOWARD F								
Sum								680.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002	MIKE'S TIRE & WHEEL CO	2166667	00132563	12001258	TIRE REPR/TUBE U#16977	05/17/13	230789	31.16-
MIKE'STIRE & WHEEL CO								
Sum								31.16-
00002	MILLER, CLIFF	OFFICIAL 4/2	02013414	12001335	OFFICIAL-ADULT SOFTBALL	05/17/13	230792	68.00-
MILLER, CLIFF								
Sum								68.00-
00002	MILLER, LLOYD M	OFFICIAL 4/2	02013414	12001336	OFFICIAL-ADULT BASKETBALL	05/17/13	230793	544.00-
MILLER, LLOYD M								
Sum								544.00-
00002	MINGO, DEMYRON MANDELA	OFFICIAL 4/2	02013414	12001337	OFFICIAL-ADULT BASKETBALL	05/17/13	230794	255.00-
MINGO,DEMYRON MANDELA								
Sum								255.00-
00002	MS POWER COMPANY	5/13 PKS/REC	00201315	12001379	MNTHLY ELEC-PARKS & REC	05/17/13	230807	1,494.97-
MS POWER COMPANY								
Sum								1,494.97-
00002	NEWELL PAPER COMPANY	560861	00132829	12001252	INSECTICIDE GRNDS MAINT	05/17/13	230817	144.00-
NEWELLPAPER COMPANY								
Sum								144.00-
00002	PATTERSON, ISIAH	OFFICIAL 4/2	02013414	12001338	OFFICIAL-ADULT BASKETBALL	05/17/13	230835	544.00-
PATTERSON, ISIAH								
Sum								544.00-
00002	PIONEER MANUFACTURING CO	INV476042	00132872	12001285	BALLFIELD MARKING PAINT	05/17/13	230848	1,500.00-
PIONEER MANUFACTURING CO								
Sum								1,500.00-
00002	POWELL, RANDY	SPORTS SERVS	02013415	12001363	SPORTS SUPPORT SERVICES	05/17/13	230855	245.00-
POWELL, RANDY								
Sum								245.00-
00002	RANKIN, DEANGELO	SPORTS SERVS	02013415	12001364	SPORTS SUPPORT SERVICES	05/17/13	230863	329.00-
RANKIN, DEANGELO								
Sum								329.00-
00002	RECREONICS INC	627216	00133005	12001314	LIFEGUARD EMER RESPONSE KITS	05/17/13	230868	539.30-
RECREONICS INC								
Sum								539.30-
00002	SHERWIN-WILLIAMS COMPANY	9785-6	00132709	12001262	PAINT MACHINE GRNDS MAINT	05/17/13	230895	96.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002	SHERWIN-WILLIAMS COMPANY	9847-4	00132709	12001263	CREDIT	05/17/13	230895	96.00
SHERWIN-WILLIAMS COMPANY								
Sum								
00002	SIGNS FIRST	H-41175	00133177	12001377	PETS SIGNS TATUM SOFTBALL	05/17/13	230898	65.10-
SIGNSFIRST								
Sum								65.10-
00002	SIMPSON, LYNN	OFFICIAL 4/2	02013414	12001339	OFFICIAL-ADULT SOFTBALL	05/17/13	230899	204.00-
SIMPSON, LYNN								
Sum								204.00-
00002	SIMPSON, NELDA	SPORTS SERVS	02013415	12001365	SPORTS SUPPORT SERVICES	05/17/13	230900	56.00-
SIMPSON, NELDA								
Sum								56.00-
00002	SOUTHERN MS PINE STRAW	8310	00132869	12001256	PINE STRAW CHAIN PARK	05/17/13	230908	375.00-
SOUTHERN MS PINE STRAW								
Sum								375.00-
00002	TROTTER, COREY	OFFICIAL 4/2	02013414	12001340	OFFICIAL-ADULT SOFTBALL	05/17/13	230935	221.00-
TROTTER, COREY								
Sum								221.00-
00002	TROTTER, WILLIE	OFFICIAL 4/2	02013414	12001341	OFFICIAL-ADULT SOFTBALL	05/17/13	230936	238.00-
TROTTER, WILLIE								
Sum								238.00-
00002	TRUSSELL, JAY	OFFICIAL 4/2	02013414	12001342	OFFICIAL-ADULT SOFTBALL	05/17/13	230940	238.00-
TRUSSELL, JAY								
Sum								238.00-
00002	UNITED FENCE COMPANY	00015348	00131590	12001259	FENCE REPR DAHMER FLD #1	05/17/13	230945	175.00-
00002	UNITED FENCE COMPANY	00015349	00131591	12001260	FENCE REPR DAHMER FLD #2	05/17/13	230945	959.85-
00002	UNITED FENCE COMPANY	00015350	00131597	12001261	FENCE REPR DAHMER FLD #3	05/17/13	230945	558.45-
00002	UNITED FENCE COMPANY	00015384	00133227	12001310	RAIL FENCE TATUM PARK EXIT	05/17/13	230945	385.00-
00002	UNITED FENCE COMPANY	00015383	00132537	12001312	FENCE REPR CE ROY TORNADO	05/17/13	230945	2,022.37-
UNITEDFENCE COMPANY								
Sum								4,100.67-
00002	VARNADO, ALEXZANDRIA	SPORTS SERVS	02013415	12001366	SPORTS SUPPORT SERVICES	05/17/13	230950	105.00-
VARNADO, ALEXZANDRIA								
Sum								105.00-
00002	VARNADO, UNDRA	SPORTS SERVS	02013415	12001367	SPORTS SUPPORT SERVICES	05/17/13	230951	175.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
VARNADO, UNDRA								
Sum								175.00-
00002	VESELY'S NURSERY	PO#133176 5/	00133176	12001295	FLOWERS TATUM PARK SIGN	05/17/13	230952	179.00-
00002	VESELY'S NURSERY	PO#133246 5/	00133246	12001374	LANDSCAPE PLANTS VETERANS PK	05/17/13	230952	300.00-
VESELY'S NURSERY								
Sum								479.00-
00002	VINCENT, CALVIN JR	SPORTS SERVS	02013415	12001368	SPORTS SUPPORT SERVICES	05/17/13	230953	315.00-
VINCENT, CALVIN JR								
Sum								315.00-
00002	VULCAN MATERIALS CO	30260125	00132820	12001294	LIMESTONE DAHMER PK EXIT ROAD	05/17/13	230954	1,167.61-
VULCANMATERIALS CO								
Sum								1,167.61-
00002	W.A.POWE AQUATICS, LLC	#3	00133298	12001315	SUMMER AQUATIC PROGRAM	05/17/13	230955	4,000.00-
W.A.POWE AQUATICS, LLC								
Sum								4,000.00-
00002	WALKER, TEDDRIC	OFFICIAL 4/2	02013414	12001343	OFFICIAL-ADULT SOFTBALL	05/17/13	230956	68.00-
WALKER, TEDDRIC								
Sum								68.00-
00002	WALLEY, DEVIN	OFFICIAL 4/2	02013414	12001344	OFFICIAL-ADULT SOFTBALL	05/17/13	230957	204.00-
WALLEY, DEVIN								
Sum								204.00-
00002	WARE, DERRICK	SPORTS SERVS	02013415	12001369	SPORTS SUPPORT SERVICES	05/17/13	230958	245.00-
WARE,DERRICK								
Sum								245.00-
00002	WATER FLOW PRODUCTIONS I	8114	00133118	12001287	IRRIGATION REPR TATUM SOFTBAL	05/17/13	230966	313.63-
WATERFLOW PRODUCTIONS I								
Sum								313.63-
00002	WHEELER, CURTIS	SPORTS SERVS	02013415	12001370	SPORTS SUPPORT SERVICES	05/17/13	230977	294.00-
WHEELER, CURTIS								
Sum								294.00-
00002	WILLMUT GAS & OIL COMPAN	5/13 PKS/REC	00201315	12001316	MNTHLY GAS-PARKS & REC	05/17/13	230980	60.64-
WILLMUT GAS & OIL COMPAN								
Sum								60.64-
00002	WINDHAM, CRYSTAL	SPORTS SERVS	02013415	12001371	SPORTS SUPPORT SERVICES	05/17/13	230984	224.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WINDHAM, CRYSTAL							
Sum							224.00-
Sum							141,893.25-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION								
00005	SUNBELT FIRE INC	78008	00131719	12000038	TURNOUT GEAR RECRUITS/OFFICRS	05/17/13	230922	11,501.00-
SUNBELT FIRE INC								
Sum								11,501.00-
00005	TRUSTMARK NATIONAL BANK/	ACCT00028401	02013439	12000036	FIRE TRK LEASE NOTE #33523	05/07/13	21664	14,340.60-
TRUSTMARK NATIONAL BANK/								
Sum								14,340.60-
Sum								25,841.60-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER OPERATION/MAINT.								
00009	ADVANCED JANITORIAL SERV	20285 WTR OF	00132923	12001052	SERVS 4/13 WTR BILL OFFICE	05/17/13	230484	495.00-
ADVANCED JANITORIAL SERV								
Sum								495.00-
00009	AUTO ARMATURE SERVICE IN	0454	00132807	12001062	ALTERNATOR U#13510 TRANS	05/17/13	230502	99.95-
00009	AUTO ARMATURE SERVICE IN	0642	00133291	12001123	ALT/BATTERIES U#15916 SEWER	05/17/13	230502	543.85-
AUTO ARMATURE SERVICE IN								
Sum								643.80-
00009	AUTOMOTIVE GLASS SPECIAL	I142541	00132914	12001069	WINDSHIELD U#18587 PLANT	05/17/13	230506	540.00-
AUTOMOTIVE GLASS SPECIAL								
Sum								540.00-
00009	BONNER ANALYTICAL TESTIN	52325	00133069	12001078	REPEAT 4/13 SOUTH LAGOON	05/17/13	230526	79.60-
00009	BONNER ANALYTICAL TESTIN	52323	00133069	12001079	TOTAL COLIFORM VARI LOC	05/17/13	230526	400.00-
00009	BONNER ANALYTICAL TESTIN	52432	00133222	12001110	BOIL WTR SAMPLES	05/17/13	230526	159.00-
00009	BONNER ANALYTICAL TESTIN	52373	00133222	12001111	REPEAT 4/13 SOUTH LAGOON	05/17/13	230526	74.60-
BONNERANALYTICAL TESTIN								
Sum								713.20-
00009	BRUNINI	187734	00133100	12001086	SERVS 3/13 WIS-PAK	05/17/13	230536	2,145.00-
00009	BRUNINI	187732	00133100	12001087	SERVS 3/13 USA YEAST/MDEQ	05/17/13	230536	6,093.09-
00009	BRUNINI	187733	00133100	12001088	SERVS 3/13 GULF RESTORATION	05/17/13	230536	14,825.68-
BRUNINI								
Sum								23,063.77-
00009	BURKETT RADIATOR SHOP	62460	00133213	12001155	A/C REPR U#13080 PLANT	05/17/13	230541	1,142.50-
BURKETT RADIATOR SHOP								
Sum								1,142.50-
00009	C SPIRE WIRELESS (CELLUL	3/23/13-4/22	02013467	12001158	CELL SERV 3/13 W&SO&M	05/17/13	230545	207.31-
C SPIRE WIRELESS (CELLUL								
Sum								207.31-
00009	CAMPER CITY OF HATTIESBU	22856	00133179	12001157	DUMP TRUCK/TRAILER REPR-SEWER	05/17/13	230546	455.00-
CAMPERCITY OF HATTIESBU								
Sum								455.00-
00009	CARQUEST AUTO PARTS STOR	14758-5138	00132297	12001063	REPR PTS U#14128 PLANT	05/17/13	230548	151.04-
00009	CARQUEST AUTO PARTS STOR	14758-5139	00132287	12001065	REPR PTS U#12689 TRANS	05/17/13	230548	103.16-
00009	CARQUEST AUTO PARTS STOR	14758-5478	00132792	12001072	REPR PTS U#14702 SEWER	05/17/13	230548	14.39-
00009	CARQUEST AUTO PARTS STOR	14758-5476	00132873	12001094	REPR PTS U#18706 WTR OFFICE	05/17/13	230548	115.03-
CARQUEST AUTO PARTS STOR								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								383.62-
00009	CENTRAL PIPE SUPPLY INC	R84145	00131285	12001081	PLUMB SUPP SEWER STOCK	05/17/13	230552	1,982.87-
00009	CENTRAL PIPE SUPPLY INC	R84945	00131285	12001082	PLUMB SUPP SEWER STOCK	05/17/13	230552	360.69-
00009	CENTRAL PIPE SUPPLY INC	R87862	00132993	12001095	PLUMB SUPP TRANS STOCK	05/17/13	230552	1,659.80-
00009	CENTRAL PIPE SUPPLY INC	R87861	00133061	12001097	PLUMB SUPP SEWER DEPT	05/17/13	230552	383.60-
00009	CENTRAL PIPE SUPPLY INC	R88018	00133171	12001109	PLUMB SUPP TRANS STOCK	05/17/13	230552	465.12-
CENTRAL PIPE SUPPLY INC								
Sum								4,852.08-
00009	CERTIFIED LABORATORIES	1087400	00132843	12001068	CHEMICALS WTR PLANT	05/17/13	230553	3,182.00-
00009	CERTIFIED LABORATORIES	1101077	00133104	12001120	CHEMICALS PLT/SWR/LAGOON	05/17/13	230553	25,098.00-
00009	CERTIFIED LABORATORIES	1098965	00133120	12001124	ADDL AMT DUE PO#133104	05/17/13	230553	2,812.00-
CERTIFIED LABORATORIES								
Sum								31,092.00-
00009	CHLORINATION & CONTROLS	4893	00132541	12001153	PUMP EQUIP PTS WTR PLANT	05/17/13	230556	1,830.00-
CHLORINATION & CONTROLS								
Sum								1,830.00-
00009	CITY OF HATTIESBURG FUND	TRF 1ST 5/13	02013435	12001051	TRF 1ST 5/13 PAYROLL	05/01/13	21663	70,896.38-
00009	CITY OF HATTIESBURG FUND	TRF 2ND MAY	02013457	12001118	TRF COVER 2ND MAY 2013 PAYROLL	05/15/13	21665	94,132.40-
CITY OF HATTIESBURG FUND								
Sum								165,028.78-
00009	COBURN'S SUPPLY CO INC	605812695	00132910	12001064	PLUMB SUPP TRANS STOCK	05/17/13	230565	433.32-
00009	COBURN'S SUPPLY CO INC	605787514	00132662	12001073	PLUMB SUPP TRANS STOCK	05/17/13	230565	626.64-
COBURN'S SUPPLY CO INC								
Sum								1,059.96-
00009	CONTROL SYSTEMS INC	47138	00132964	12001058		05/17/13	230575	2,997.34-
00009	CONTROL SYSTEMS INC	47165	00132964	12001059	SERV CALL WESLEY PLANT	05/17/13	230575	702.98-
00009	CONTROL SYSTEMS INC	47176	00133109	12001093	SERV CALL SCADA SYS S LAGOON	05/17/13	230575	2,465.76-
00009	CONTROL SYSTEMS INC	46811	00131247	12001121	SERV CALL IND PARK TANK	05/17/13	230575	447.00-
00009	CONTROL SYSTEMS INC	46857	00131247	12001122	SERV CALL WESLEY TANK	05/17/13	230575	722.08-
CONTROL SYSTEMS INC								
Sum								7,335.16-
00009	COURTESY MOTORS INC	399727	00133024	12001083	REPR PTS U#13062 SEWER	05/17/13	230579	78.29-
COURTESY MOTORS INC								
Sum								78.29-
00009	DUNAGIN PEST CONTROL(PRE	8751742	00020133	12001101	Q/E 6/30/13 WATER OFFICE	05/17/13	230605	54.00-
00009	DUNAGIN PEST CONTROL(PRE	8751739	00020133	12001102	Q/E 6/30/13 PLT-LOWER	05/17/13	230605	54.00-
00009	DUNAGIN PEST CONTROL(PRE	8751740	00020133	12001103	Q/E 6/30/13 PLT-UPPER	05/17/13	230605	54.00-
00009	DUNAGIN PEST CONTROL(PRE	8751743	00020133	12001104	Q/E 6/30/13 PLT-JAMES ST	05/17/13	230605	56.70-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009	DUNAGIN PEST CONTROL(PRE	8751699	00020133	12001105	Q/E 6/30/13 BURKETT STA	05/17/13	230605	45.00-
00009	DUNAGIN PEST CONTROL(PRE	8751710	00020133	12001106	Q/E 6/30/13 E LAUREL STA	05/17/13	230605	45.00-
00009	DUNAGIN PEST CONTROL(PRE	8751726	00020133	12001107	Q/E 6/30/13 N LAGOON PLT	05/17/13	230605	45.00-
DUNAGIN PEST CONTROL(PRE								
Sum								353.70-
00009	G & K SERVICES	1035367566	00133411	12001128	UNIFORMS 4/02 TRANS	05/17/13	230661	44.00-
00009	G & K SERVICES	1035369675	00133411	12001129	UNIFORMS 4/09 TRANS	05/17/13	230661	44.00-
00009	G & K SERVICES	1035371764	00133411	12001130	UNIFORMS 4/16 TRANS	05/17/13	230661	44.00-
00009	G & K SERVICES	1035373887	00133411	12001131	UNIFORMS 4/23 TRANS	05/17/13	230661	44.00-
00009	G & K SERVICES	1035375983	00133411	12001132	UNIFORMS 4/30 TRANS	05/17/13	230661	44.00-
00009	G & K SERVICES	1035367570	00133411	12001133	MOP/MAT 4/02 PLANT	05/17/13	230661	17.70-
00009	G & K SERVICES	1035369679	00133411	12001134	MOP/MAT 4/09 PLANT	05/17/13	230661	19.95-
00009	G & K SERVICES	1035371768	00133411	12001135	MOP/MAT 4/06 PLANT	05/17/13	230661	19.95-
00009	G & K SERVICES	1035373891	00133411	12001136	MOP/MAT 4/23 PLANT	05/17/13	230661	19.95-
00009	G & K SERVICES	1035375987	00133411	12001137	MOP/MAT 4/30 PLANT	05/17/13	230661	19.95-
00009	G & K SERVICES	1035367567	00133411	12001138	UNIFORMS 4/02 PLANT	05/17/13	230661	52.00-
00009	G & K SERVICES	1035369676	00133411	12001139	UNIFORMS 4/09 PLANT	05/17/13	230661	52.00-
00009	G & K SERVICES	1035371765	00133411	12001140	UNIFORMS 4/16 PLANT	05/17/13	230661	52.00-
00009	G & K SERVICES	1035373888	00133411	12001141	UNIFORMS 4/23 PLANT	05/17/13	230661	52.00-
00009	G & K SERVICES	1035375984	00133411	12001142	UNIFORMS 4/30 PLANT	05/17/13	230661	52.00-
00009	G & K SERVICES	1035367565	00133411	12001143	UNIFORMS 4/02 SEWER	05/17/13	230661	52.00-
00009	G & K SERVICES	1035369674	00133411	12001144	UNIFORMS 4/09 SEWER	05/17/13	230661	52.00-
00009	G & K SERVICES	1035371763	00133411	12001145	UNIFORMS 4/16 SEWER	05/17/13	230661	52.00-
00009	G & K SERVICES	1035373886	00133411	12001146	UNIFORMS 4/23 SEWER	05/17/13	230661	83.50-
00009	G & K SERVICES	1035375982	00133411	12001147	UNIFORMS 4/30 SEWER	05/17/13	230661	48.00-
00009	G & K SERVICES	1035367568	00133411	12001148	UNIFORMS 4/02 LAGOON	05/17/13	230661	20.00-
00009	G & K SERVICES	1035369677	00133411	12001149	UNIFORMS 4/09 LAGOON	05/17/13	230661	32.60-
00009	G & K SERVICES	1035371766	00133411	12001150	UNIFORMS 4/16 LAGOON	05/17/13	230661	16.00-
00009	G & K SERVICES	1035373889	00133411	12001151	UNIFORMS 4/23 LAGOON	05/17/13	230661	16.00-
00009	G & K SERVICES	1035375985	00133411	12001152	UNIFORMS 4/30 LAGOON	05/17/13	230661	16.00-
G & KSERVICES								
Sum								965.60-
00009	GANDER MOUNTAIN	315-21-4172	00132997	12001100	LIFE JACKETS LAGOON DIVISION	05/17/13	230665	74.97-
GANDERMOUNTAIN								
Sum								74.97-
00009	H'BURG HYDRAULICS INC	51390	00133051	12001084	REPRS U#18897 SEWER	05/17/13	230681	202.54-
H'BURGHYDRAULICS INC								
Sum								202.54-
00009	HACH COMPANY	8266901	00132779	12001057	CHEMICALS WATER PLANT	05/17/13	230682	638.64-
HACH COMPANY								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								638.64-
00009	HCP PUMPS AMERICA INC	1872	00132926	12001070	AIR FILTERS SOUTH LAGOON	05/17/13	230690	1,440.10-
HCP PUMPS AMERICA INC								
Sum								1,440.10-
00009	I C M-IMPROVED CONSTR ME	MB424899TM	00132648	12001108	PAINT STOCKS TRANS DEPT	05/17/13	230708	103.00-
I C M-IMPROVED CONSTR ME								
Sum								103.00-
00009	INDOFF INC	2273551	00132941	12001075	OFFICE SUPP WTR PLANT	05/17/13	230710	177.91-
00009	INDOFF INC	2273561	00132941	12001076	OFFICE SUPP WTR PLANT	05/17/13	230710	9.33-
INDOFFINC								
Sum								187.24-
00009	INDUSTRIAL ELECTRIC MOTO	5087886	00132250	12001080	REPR PUMP MOTOR WTR PLANT	05/17/13	230711	2,972.09-
INDUSTRIAL ELECTRIC MOTO								
Sum								2,972.09-
00009	IRBY, STUART C CO	S007510945.0	00133006	12001117	ELEC SUPP NORTH LAGOON	05/17/13	230716	117.78-
IRBY,STUART C CO								
Sum								117.78-
00009	JET CONSTRUCTION	1607	00133088	12001119	CLAY GRAVEL WTR DEPT	05/17/13	230724	1,150.00-
JET CONSTRUCTION								
Sum								1,150.00-
00009	JOHNNY'S WRECKER SERVICE	21679	00133099	12001085	TOWING U#10811 SEWER	05/17/13	230727	500.00-
JOHNNY'S WRECKER SERVICE								
Sum								500.00-
00009	MIKE'S TIRE & WHEEL CO	2167166	00133146	12001091	REPRS U#18587 WTR PLANT	05/17/13	230789	95.45-
00009	MIKE'S TIRE & WHEEL CO	2167310	00133391	12001156	18' TRAILER SEWER DEPT	05/17/13	230789	328.90-
MIKE'STIRE & WHEEL CO								
Sum								424.35-
00009	MS POWER COMPANY	5/13 W&SO&M	00201315	12001127	MNTHLY ELEC-W&SO&M	05/17/13	230807	40,017.24-
MS POWER COMPANY								
Sum								40,017.24-
00009	MS RURAL WATER ASSN	REG-LASSITER	00133183	12001096	REG-LASSITER-TRAINING-BILOXI	05/17/13	230808	125.00-
MS RURAL WATER ASSN								
Sum								125.00-
00009	NAPA AUTO PARTS	489072	00132948	12001092	PLIERS-LAGOON	05/17/13	230815	43.99-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
NAPA AUTO PARTS								
Sum								43.99-
00009	PEANUTS TOWING SERVICE	62594 CREDIT	00143605	12001067	DOUBLE PAYMENT CREDIT	05/17/13	230837	65.00
00009	PEANUTS TOWING SERVICE	63105	00133054	12001089	TOWING U#9745 LAGOON	05/17/13	230837	75.00-
PEANUTS TOWING SERVICE								
Sum								10.00-
00009	PEARL RIVER VALLEY EPA (	5/13 W&SO&M	00201315	12001115	MNTHLY 5/13 PUBLIC SERVICES	05/17/13	230838	5,847.22-
PEARLRIVER VALLEY EPA (								
Sum								5,847.22-
00009	PINE BELT OIL COMPANY IN	WTR TRANS 4/	00133111	12001071	MINIT MART CHGS 4/13 TRANS	05/17/13	230845	600.08-
PINE BELT OIL COMPANY IN								
Sum								600.08-
00009	PUMP AND CONTROL SERVICE	452	00132744	12001055	MAINT/REPRS S LAGOON 4/16-19	05/17/13	230858	3,200.00-
00009	PUMP AND CONTROL SERVICE	453	00132947	12001066	MAINT/REPRS S LAGOON 4/22-25	05/17/13	230858	3,200.00-
00009	PUMP AND CONTROL SERVICE	454	00133107	12001125	MAINT/REPRS S LAGOON 4/29-5/3	05/17/13	230858	2,400.00-
00009	PUMP AND CONTROL SERVICE	455	00133289	12001126	MAINT/REPRS S LAGOON 5/6-9/13	05/17/13	230858	3,200.00-
PUMP AND CONTROL SERVICE								
Sum								12,000.00-
00009	QUALITY DATA SYSTEMS INC	10016155	00132168	12001053	CHECK ENDORSER WTR BILL OFFC	05/17/13	230860	2,495.00-
QUALITY DATA SYSTEMS INC								
Sum								2,495.00-
00009	SCHWANDT, MARILYN T	PETTY CASH 4	00133165	12001090	PETTY CASH CUST ACCTS	05/17/13	230885	19.98-
SCHWANDT, MARILYN T								
Sum								19.98-
00009	SCOGGINS PUMP REPAIR	8952	00132759	12001060	PUMP-SOUTH LAGOON	05/17/13	230887	1,197.00-
SCOGGINS PUMP REPAIR								
Sum								1,197.00-
00009	SHERWIN-WILLIAMS COMPANY	0110-6	00132692	12001077	PAINT SUPP WTR PLANT SIGNS	05/17/13	230895	35.67-
SHERWIN-WILLIAMS COMPANY								
Sum								35.67-
00009	SOLAR SUPPLY INC	3441882	00132657	12001099	INDOOR PCB BOARD PLT #2 LAB	05/17/13	230903	67.00-
SOLARSUPPLY INC								
Sum								67.00-
00009	SOUTHERN GAS & SUPPLY OF	30914108	00133134	12001112	CUTTING TORCHES LAGOON	05/17/13	230907	140.00-
00009	SOUTHERN GAS & SUPPLY OF	30914115	00133134	12001113	NYLON SLINGS LAGOON	05/17/13	230907	275.36-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SOUTHERN GAS & SUPPLY OF								
Sum								415.36-
00009	SOUTHERN PINE ELECTRIC P	5/13 W&SO&M	00201315	12001114	MNTHLY 5/13 PUBLIC SERVICES	05/17/13	230909	596.77-
SOUTHERN PINE ELECTRIC P								
Sum								596.77-
00009	SOUTHERN PIPE & SUPPLY C	6556572-00	00132702	12001054	BACKWATER VALVES SEWER DEPT	05/17/13	230910	144.45-
00009	SOUTHERN PIPE & SUPPLY C	6592402-00	00132994	12001098	PLUMB SUPP SEWER STOCK	05/17/13	230910	235.52-
SOUTHERN PIPE & SUPPLY C								
Sum								379.97-
00009	U S POSTMASTER-POSTAGE (	POSTAGE 5/13	00132985	12001056	POSTAGE 5/13 WATER OFFICE	05/17/13	230942	3,500.00-
U S POSTMASTER-POSTAGE (								
Sum								3,500.00-
00009	WATERS INTERNATIONAL TRU	231200093	00132902	12001074	REPRS U#9768 TRANS	05/17/13	230967	1,461.79-
WATERSINTERNATIONAL TRU								
Sum								1,461.79-
00009	WILLMUT GAS & OIL COMPAN	5/13 W&SO&M	00201315	12001116	MNTHLY GAS-W&SO&M	05/17/13	230980	437.72-
WILLMUT GAS & OIL COMPAN								
Sum								437.72-
Sum								317,300.27-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER FUND								
00011	A DOLLAR CASH ADVANCE	METER DEP RF	02013441	12000630	METER DEPOSIT REFUND	05/17/13	230475	20.15-
A DOLLAR CASH ADVANCE								
Sum								20.15-
00011	ANDREWS, PAMELA D	METER DEP RF	02013441	12000629	METER DEPOSIT REFUND	05/17/13	230493	7.64-
ANDREWS, PAMELA D								
Sum								7.64-
00011	ASIAN MARKET	METER DEP RF	02013441	12000647	METER DEPOSIT REFUND	05/17/13	230499	20.28-
ASIANMARKET								
Sum								20.28-
00011	AUTOMOTIVE GLASS	METER DEP RF	02013441	12000621	METER DEPOSIT REFUND	05/17/13	230505	40.00-
AUTOMOTIVE GLASS								
Sum								40.00-
00011	BAKER-EAGLE PROP	METER DEP RF	02013441	12000653	METER DEPOSIT REFUND	05/17/13	230509	100.00-
BAKER-EAGLE PROP								
Sum								100.00-
00011	BAY ST PRESBYTERIAN NURS	WATER RFD AC	02013442	12000619	WATER OVERPAYMENT REFUND	05/17/13	230513	310.47-
BAY STPRESBYTERIAN NURS								
Sum								310.47-
00011	BRASWELL, BOBBY G JR	METE DEP RFD	02013441	12000637	METER DEPOSIT REFUND	05/17/13	230530	3.82-
BRASWELL, BOBBY G JR								
Sum								3.82-
00011	BRYANT, MELISSA B	METER DEP RF	02013441	12000643	METER DEPOSIT REFUND	05/17/13	230538	.53-
BRYANT, MELISSA B								
Sum								.53-
00011	BURNS, GERARD	METER DEP RF	02013441	12000626	METER DEPOSIT REFUND	05/17/13	230543	3.82-
BURNS,GERARD								
Sum								3.82-
00011	CITY OF HATTIESBURG FUND	APRIL WATER	02013431	12000610	APRIL WATER DIST IN MAY	05/01/13	36447	88,209.05-
CITY OF HATTIESBURG FUND								
Sum								88,209.05-
00011	CLARK, OLIVE F	METER DEP RF	02013441	12000644	METER DEPOSIT REFUND	05/17/13	230560	3.82-
CLARK,OLIVE F								
Sum								3.82-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011	COLEMAN, JACQUELINE M	METER DEP RF	02013441	12000623	METER DEPOSIT REFUND	05/17/13	230566	75.00-
COLEMAN, JACQUELINE M								
Sum								75.00-
00011	ERWIN, MICHAEL C	METER DEP RF	02013441	12000648	METER DEPOSIT REFUND	05/17/13	230624	3.82-
ERWIN,MICHAEL C								
Sum								3.82-
00011	FIELDS, THOMAS	METER DEP RF	02013437	12000616	METER DEPOSIT REFUND	05/17/13	230637	2.64-
FIELDS, THOMAS								
Sum								2.64-
00011	FORD, CHARLES	METER DEP RF	02013441	12000652	METER DEPOSIT REFUND	05/17/13	230645	2.64-
FORD,CHARLES								
Sum								2.64-
00011	GOINS ,GLADYS M	METER DEP RF	02013441	12000641	METER DEPOSIT REFUND	05/17/13	230673	38.82-
GOINS,GLADYS M								
Sum								38.82-
00011	HARTFIELD, STACY D	METER DEP RF	02013437	12000613	METER DEPOSIT REFUND	05/17/13	230686	36.64-
HARTFIELD, STACY D								
Sum								36.64-
00011	HEIDELBERG, OLA MAE	METER DEP RF	02013441	12000651	METER DEPOSIT REFUND	05/17/13	230691	38.82-
HEIDELBERG, OLA MAE								
Sum								38.82-
00011	HEMBREE, MITCHELL	METER DEP RF	02013437	12000617	METER DEPOSIT REFUND	05/17/13	230693	55.82-
HEMBREE, MITCHELL								
Sum								55.82-
00011	JAVA WERKS COFFEE CO	METER DEP RF	02013441	12000625	METER DEPOSIT REFUND	05/17/13	230723	20.15-
JAVA WERKS COFFEE CO								
Sum								20.15-
00011	KRAKOWSKI, MATTHEW	METER DEP RF	02013441	12000654	METER DEPOSIT REFUND	05/17/13	230747	38.82-
KRAKOWSKI, MATTHEW								
Sum								38.82-
00011	KUYRKENDALL, BERTRAM	METER DEP RF	02013437	12000614	METER DEPOSIT REFUND	05/17/13	230748	38.82-
KUYRKENDALL, BERTRAM								
Sum								38.82-
00011	LACHER, JEFFREY J	METER DEP RF	02013441	12000632	METER DEPOSIT REFUND	05/17/13	230750	38.82-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
LACHER, JEFFREY J								
Sum								38.82-
00011	LITTLE RODNEY JR	METER DEP RF	02013437	12000611	METER DEPOSIT REFUND	05/17/13	230757	75.00-
LITTLERODNEY JR								
Sum								75.00-
00011	LITTLE, JANICE L	METER DEP RF	02013441	12000627	METER DEPOSIT REFUND	05/17/13	230758	3.82-
LITTLE, JANICE L								
Sum								3.82-
00011	MCGILVERY, ALICIA	METER DEP RF	02013441	12000639	METER DEPOSIT REFUND	05/17/13	230776	4.58-
MCGILVERY, ALICIA								
Sum								4.58-
00011	MCILWAIN, JACQUELINE	WATER RFD AC	02013465	12000657	WATER OVERPAYMENT RFD	05/17/13	230778	46.75-
MCILWAIN, JACQUELINE								
Sum								46.75-
00011	NETWORK SERVICES (NSI)	10201490000	02013468	12000659	WATER COLLECTIONS FEES	05/17/13	230816	276.09-
NETWORK SERVICES (NSI)								
Sum								276.09-
00011	OTT, DAVID M	METER DEP RF	02013441	12000624	METER DEPOSIT REFUND	05/17/13	230827	40.00-
OTT, DAVID M								
Sum								40.00-
00011	PARRIS, HAROLD	METER DEP RF	02013441	12000622	METER DEPOSIT REFUND	05/17/13	230834	40.00-
PARRIS, HAROLD								
Sum								40.00-
00011	PATTERSON, JOHN	METER DEP RF	02013441	12000645	METER DEPOSIT REFUND	05/17/13	230836	17.42-
PATTERSON, JOHN								
Sum								17.42-
00011	PHILLIPS, CHARLES F	METER DEP RF	02013441	12000649	METER DEPOSIT REFUND	05/17/13	230843	3.82-
PHILLIPS, CHARLES F								
Sum								3.82-
00011	RAHAIM, DELORES	METER DEP RF	02013441	12000620	METER DEPOSIT REFUNDS	05/17/13	230861	75.00-
RAHAIM, DELORES								
Sum								75.00-
00011	READ, SUSAN L	METER DEP RF	02013441	12000628	METER DEPOSIT REFUND	05/17/13	230867	3.82-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
READ,SUSAN L								
Sum								3.82-
00011	RINNOVATO PROPERTIES, LL	METER DEP RF	02013441	12000638	METER DEPOSIT REFUND	05/17/13	230872	38.82-
RINNOVATO PROPERTIES, LL								
Sum								38.82-
00011	SHOEMAKER PROPERTIES 124	METER DEP RF	02013441	12000635	METER DEPOSIT REFUND	05/17/13	230896	55.82-
SHOEMAKER PROPERTIES 124								
Sum								55.82-
00011	SOUTHGATE EXEC LODGING	METER DEP RF	02013441	12000636	METER DEPOSIT REFUND	05/17/13	230912	38.82-
SOUTHGATE EXEC LODGING								
Sum								38.82-
00011	STUART, MARLA	METER DEP RF	02013441	12000642	METER DEPOSIT REFUND	05/17/13	230920	73.17-
STUART, MARLA								
Sum								73.17-
00011	TAGGE, JAMES F	METER DEP RF	02013441	12000631	METER DEPOSIT REFUND	05/17/13	230924	38.82-
TAGGE,JAMES F								
Sum								38.82-
00011	THE HOME SELLING TEAM, L	METER DEP RF	02013441	12000634	METER DEPOSIT REFUND	05/17/13	230927	2.64-
THE HOME SELLING TEAM, L								
Sum								2.64-
00011	TRAN, NGA T	METER DEP RF	02013437	12000618	METER DEPOSIT REFUND	05/17/13	230933	38.82-
TRAN,NGA T								
Sum								38.82-
00011	UPTON ADVERTISING	METER DEP RF	02013441	12000640	METER DEPOSIT REFUND	05/17/13	230947	20.15-
UPTONADVERTISING								
Sum								20.15-
00011	VANDIVER, IVER	WATER RFD AC	02013466	12000656	WATER OVERPAYMENT RFD	05/17/13	230949	36.18-
VANDIVER, IVER								
Sum								36.18-
00011	WATKINS, GEORGENE	WATER RFD NO	02013465	12000658	WATER OVERPAYMENT REFUND	05/17/13	230969	300.00-
WATKINS, GEORGENE								
Sum								300.00-
00011	WEAVER, CYNTHIA	METER DEP RF	02013437	12000615	METER DEPOSIT REFUND	05/17/13	230971	55.82-
WEAVER, CYNTHIA								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								55.82-
00011	WEBB, RANDALL	METER DEP RF	02013437	12000612	METER DEPOSIT REFUND	05/17/13	230972	48.41-
WEBB,RANDALL								
Sum								48.41-
00011	WEST, RANDALL	METER DEP RF	02013441	12000655	METER DEPOSIT REFUND	05/17/13	230976	3.82-
WEST,RANDALL								
Sum								3.82-
00011	YAWN, SHANNON D	METER DEP RF	02013441	12000650	METER DEPOSIT REFUND	05/17/13	230989	38.82-
YAWN,SHANNON D								
Sum								38.82-
00011	YOUNG, JAMES A	METER DEP RF	02013441	12000646	METER DEPOSIT REFUND	05/17/13	230990	34.88-
YOUNG,JAMES A								
Sum								34.88-
00011	63 DBC LLC	METER DEP RF	02013441	12000633	METER DEPOSIT REFUND	05/17/13	230991	30.15-
63 DBCLLC								
Sum								30.15-
Sum								90,551.83-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CITY B& I								
00013	TRUSTMARK NATIONAL BANK/	ACCT 2733502	02013443	12000011	DEBT SERV-D/T LIGHTING	05/09/13	17680	330,281.75-
TRUSTMARK NATIONAL BANK/								
Sum								330,281.75-
Sum								330,281.75-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICEFORFEITURES FUND								
00019	JOE USRY CHRYSLER	27222 PO#131	00131816	12000062	2013 DODGE RAM U#19100 HPD	05/17/13	230725	22,782.00-
JOE USRY CHRYSLER								
Sum								22,782.00-
Sum								22,782.00-

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/	62161 FEE'03	02013444	12000004	AGENT FEES '03 CHAUVET SQ TIF	05/09/13	17681	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	02013445	12000002	DEBT SER PAY-T/C COM KOHLS	05/09/13	17678	76,000.00-
FIRSTNATL BANK OF CLARK								
Sum								76,000.00-
Sum								76,000.00-

	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	02013423	12000073	MILLAGE DIST TO TIF FUND	05/01/13	36442	68,410.09-
CITY OF HATTIESBURG FUND								
Sum								68,410.09-
00027	H'BURG PUBLIC SCHOOLS	APRIL MILLAG	02013419	12000068	APRIL MILLAGE DIST IN MAY	05/01/13	36430	327,500.74-
00027	H'BURG PUBLIC SCHOOLS	APRIL MILLAG	02013419	12000069	APRIL MILLAGE DIST IN MAY	05/01/13	36432	45,032.86-
00027	H'BURG PUBLIC SCHOOLS	MARCH DIST I	02013419	12000075	MARCH DIST IN APRIL ADDTL AMT	05/02/13	36445	20.00-
H'BURGPUBLIC SCHOOLS								
Sum								372,553.60-
00027	LIBRARY, THE	APRIL MILLAG	02013419	12000067	APRIL MILLAGE DIST IN MAY	05/01/13	36429	15,164.95-
LIBRARY, THE								
Sum								15,164.95-
Sum								456,128.64-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND								
00039	ARE CONSULTANTS INC	130402A	00133299	12000036	SERV PRIEST CRK BANK STABL	05/17/13	230495	5,250.00-
00039	ARE CONSULTANTS INC	12-1002M	00133301	12000037	SERV 4/7-26/13 AIRPORT PLAN	05/17/13	230495	1,249.92-
00039	ARE CONSULTANTS INC	130219R	00133302	12000038	SERV 4/6-26/13 AIRPORT DRNGE	05/17/13	230495	15,612.02-
ARE CONSULTANTS INC								
Sum								22,111.94-
Sum								22,111.94-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE								
00072	BANCORPSOUTH EQUIPMENT F	MASTER LEASE	02013448	12000244	TRACTOR LEASE PMT DUE 5/15/13	05/10/13	41053	1,412.41-
BANCORPSOUTH EQUIPMENT F								
Sum								1,412.41-
00072	DUNN ROADBUILDERS LLC	APPL#3 HARDY	00133388	12000261	CONSTR 4/13 HARDY ST WIDENING	05/17/13	230608	101,938.08-
DUNN ROADBUILDERS LLC								
Sum								101,938.08-
00072	FORREST CTY CIRCUIT COUR	C012-0913	00133018	12000241	RIGHT OF WAY TAX PARCEL#2-029E	05/02/13	41052	700.00-
FORREST CTY CIRCUIT COUR								
Sum								700.00-
00072	GARVEY, MIKE INC REALTOR	4-30-13	00133311	12000259	SERVS LLT GATEWAY TO MAIN	05/17/13	230667	800.00-
GARVEY, MIKE INC REALTOR								
Sum								800.00-
00072	HRG (HATTIESBURG RESOURC	011004-01-2	00133309	12000253	SERV 3/13 MIDTOWN PRE ENGR	05/17/13	230704	27,740.02-
HRG (HATTIESBURG RESOURC								
Sum								27,740.02-
00072	JACKSON BOWMAN & ARRINGT	52177	00133315	12000254	APPRAISAL 4TH ST EXPAN PH II	05/17/13	230718	800.00-
00072	JACKSON BOWMAN & ARRINGT	52324	00133312	12000256	SERV 4/13 4TH ST EXPAN PH III	05/17/13	230718	2,726.41-
00072	JACKSON BOWMAN & ARRINGT	52143	00133313	12000257	SERV 2/27-3/28 4TH ST PH III	05/17/13	230718	986.50-
00072	JACKSON BOWMAN & ARRINGT	52323	00133314	12000258	SERV 4/12-26/13 4TH ST PH II	05/17/13	230718	61.57-
JACKSON BOWMAN & ARRINGT								
Sum								4,574.48-
00072	SHOWS DEARMAN & WAITS IN	17375	00133263	12000245	SRV 1/27-2/23 BROAD ST BRIDGE	05/17/13	230897	1,600.00-
00072	SHOWS DEARMAN & WAITS IN	17445	00133267	12000246	SRV 3/24-4/30 DAM INVENTORY	05/17/13	230897	1,500.00-
00072	SHOWS DEARMAN & WAITS IN	17400	00133269	12000247	SRV 10/12-3/13 QUINN ST BRDGE	05/17/13	230897	1,790.00-
00072	SHOWS DEARMAN & WAITS IN	17444	00133271	12000248	SRV 3/24-4/20 4TH ST R/WAY	05/17/13	230897	85.00-
00072	SHOWS DEARMAN & WAITS IN	17446	00133272	12000249	SRV 3/24-4/30 4TH ST PHASE II	05/17/13	230897	1,135.00-
00072	SHOWS DEARMAN & WAITS IN	17431	00133275	12000250	SRV 3/24-4/20 LLT/ZOO/DEPOT	05/17/13	230897	2,592.00-
00072	SHOWS DEARMAN & WAITS IN	17441	00133273	12000252	SRV 3/24-4/20 C CLUB ROAD	05/17/13	230897	18,167.50-
00072	SHOWS DEARMAN & WAITS IN	17429	00133319	12000260	SERV 3/24-4/20 HARDY ST/H 49	05/17/13	230897	15,128.43-
SHOWSDEARMAN & WAITS IN								
Sum								41,997.93-
00072	TRAFFIC CONTROL PRODUCTS	T-104(1)	00131832	12000242	BIKE LANE STRIPING	05/17/13	230932	23,945.86-
00072	TRAFFIC CONTROL PRODUCTS	T-104(1) ADD	00133160	12000243	ADDL AMT DUE PO#131832	05/17/13	230932	2,266.00-
TRAFFIC CONTROL PRODUCTS								
Sum								26,211.86-
00072	WARREN PAVING INC	APPL#1 4TH S	00133264	12000251	SRV 3/24-4/30 4TH ST PHASE I	05/17/13	230962	82,054.28-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WARRENPAVING INC								
Sum								82,054.28-
00072	WHEELER, GREG	818 W 5TH ST	00133316	12000255	APPRAISAL LLT GATEWAY TO MAIN	05/17/13	230978	1,000.00-
WHEELER, GREG								
Sum								1,000.00-
Sum								288,429.06-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND								
00073	ADVANCED JANITORIAL SERV	20285 MASS T	00132923	12000337	SERVS 4/13 MASS TRANS OFFICE	05/17/13	230484	345.00-
ADVANCED JANITORIAL SERV								
Sum								345.00-
00073	AIRGAS USA LLC (NORDAN S	9909419387 M	00133328	12000370	CYL RENT 5/13 MASS TRANSIT	05/17/13	230486	33.92-
AIRGASUSA LLC (NORDAN S								
Sum								33.92-
00073	BARDING GENERATOR & STAR	153966	00132424	12000338	BATTERY U#16760	05/17/13	230510	175.95-
BARDING GENERATOR & STAR								
Sum								175.95-
00073	BRUSKE PRODUCTS	836083	00132904	12000343	BRUSHES/HANDLES-SHOP	05/17/13	230537	160.13-
BRUSKEPRODUCTS								
Sum								160.13-
00073	C SPIRE WIRELESS (CELLUL	3/23/13-4/22	02013467	12000374	CELL SERV 3/13 MASS TRANSIT	05/17/13	230545	57.05-
C SPIRE WIRELESS (CELLUL								
Sum								57.05-
00073	CARQUEST AUTO PARTS STOR	14758-5729	00132439	12000361	SEAT COVERS U#17382	05/17/13	230548	148.89-
CARQUEST AUTO PARTS STOR								
Sum								148.89-
00073	CITY OF HATTIESBURG FUND	TRF COV 1ST	02013435	12000336	TRF COV 1ST 5/13 PAYROLL	05/01/13	17666	17,515.26-
00073	CITY OF HATTIESBURG FUND	TRF 2ND MAY	02013457	12000372	TRF COVER 2ND MAY 2013 PAYROLL	05/15/13	17685	22,775.12-
CITY OF HATTIESBURG FUND								
Sum								40,290.38-
00073	CLARKE POWER SERVICES IN	S108005180:0	00132838	12000345	REPRS U#16761	05/17/13	230561	1,135.19-
CLARKEPOWER SERVICES IN								
Sum								1,135.19-
00073	DOSSETT PONTIAC CADILLAC	86826	00132159	12000344	CLUTCH U#16761	05/17/13	230600	393.68-
DOSSETT PONTIAC CADILLAC								
Sum								393.68-
00073	DUNAGIN PEST CONTROL(PRE	8751725	00020133	12000368	Q/E 6/30/13 MASS TRANSIT	05/17/13	230605	54.00-
DUNAGIN PEST CONTROL(PRE								
Sum								54.00-
00073	ELLARD, ANDREW	TRAV ADVANCE	00133058	12000362	TRAV ADV-TRANSIT SERV CLASS	05/17/13	230618	1,092.88-
ELLARD, ANDREW								

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								1,092.88-
00073	EMPIRE TRUCK SALES (H'BU	RE00616610:0	00132307	12000363	BRAKE REPR U#16235	05/17/13	230620	1,104.28-
00073	EMPIRE TRUCK SALES (H'BU	CE006074764:	00132069	12000364	REPR PTS U#14952,U#14953	05/17/13	230620	959.48-
00073	EMPIRE TRUCK SALES (H'BU	RE006016701:	00133078	12000371	REPRS U#16234	05/17/13	230620	1,352.93-
EMPIRETRUCK SALES (H'BU								
Sum								3,416.69-
00073	G & K SERVICES	1035367569	00133001	12000346	UNIFORMS 4/02 DRIVERS	05/17/13	230661	36.00-
00073	G & K SERVICES	1035369678	00133001	12000347	UNIFORMS 4/09 DRIVERS	05/17/13	230661	36.00-
00073	G & K SERVICES	1035371767	00133001	12000348	UNIFORMS 4/16 DRIVERS	05/17/13	230661	36.00-
00073	G & K SERVICES	1035373890	00133001	12000349	UNIFORMS 4/23 DRIVERS	05/17/13	230661	36.00-
00073	G & K SERVICES	1035375986	00133001	12000350	UNIFORMS 4/30 DRIVERS	05/17/13	230661	36.00-
00073	G & K SERVICES	1035367571	00133002	12000351	UNIFORMS 4/02 MECHANICS	05/17/13	230661	8.00-
00073	G & K SERVICES	1035369680	00133002	12000352	UNIFORMS 4/09 MECHANICS	05/17/13	230661	8.00-
00073	G & K SERVICES	1035371769	00133002	12000353	UNIFORMS 4/16 MECHANICS	05/17/13	230661	8.00-
00073	G & K SERVICES	1035373892	00133002	12000354	UNIFORMS 4//23 MECHANICS	05/17/13	230661	8.00-
00073	G & K SERVICES	1035375988	00133002	12000355	UNIFORMS 4/30 MECHANICS	05/17/13	230661	8.00-
00073	G & K SERVICES	1035367572	00133003	12000356	MATS 4/02	05/17/13	230661	5.10-
00073	G & K SERVICES	1035369681	00133003	12000357	MATS 4/09	05/17/13	230661	5.10-
00073	G & K SERVICES	1035371770	00133003	12000358	MATS 4/16	05/17/13	230661	5.10-
00073	G & K SERVICES	1035373893	00133003	12000359	MATS 4/23	05/17/13	230661	5.10-
00073	G & K SERVICES	1035375989	00133003	12000360	MATS 4/30	05/17/13	230661	5.10-
G & KSERVICES								
Sum								245.50-
00073	O'REILLY AUTO PARTS	0943-372022	00131239	12000365	BATTERIES U#16761	05/17/13	230823	235.98-
O'REILLY AUTO PARTS								
Sum								235.98-
00073	OFFICE DEPOT INC	653538573001	00132517	12000339	BAL STMT	05/17/13	230825	126.09-
00073	OFFICE DEPOT INC	654392627001	00132517	12000340	BAL STMT	05/17/13	230825	126.09
OFFICEDEPOT INC								
Sum								
00073	OLD RIVER TRUCK SALES IN	10231120004	00132736	12000366	A/C REPR U#14952	05/17/13	230826	395.39-
00073	OLD RIVER TRUCK SALES IN	10231190016	00132931	12000367	A/C REPR U#14952	05/17/13	230826	773.72-
OLD RIVER TRUCK SALES IN								
Sum								1,169.11-
00073	STATE INDUSTRIAL PRODUCT	96236349	00131576	12000342	COIL DOCTOR-BUSES	05/17/13	230918	163.80-
STATEINDUSTRIAL PRODUCT								
Sum								163.80-
00073	WARING OIL CO (GULFPORT)	001228741	00133162	12000369	MOTOR OIL FOR BUSES	05/17/13	230961	1,770.75-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WARINGOIL CO (GULFPORT)							
Sum							1,770.75-
Sum							50,888.90-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND								
00075	CLEARWATER CONSULTANTS I	58.11301	00133266	12000077	SRV 10/12-4/13 WASTEWTR TRTMT	05/17/13	230562	2,461.10-
CLEARWATER CONSULTANTS I								
Sum								2,461.10-
00075	HRG (HATTIESBURG RESOURC	011001-06-1	00133305	12000080	SERV 3/13 S LAGOON SURVEY	05/17/13	230704	25,100.00-
00075	HRG (HATTIESBURG RESOURC	011001-05-5	00133308	12000081	SERV 3/13 WASTEWTR DECISION	05/17/13	230704	15,135.31-
00075	HRG (HATTIESBURG RESOURC	011003-01-8	00133307	12000082	SERV 3/13 USA YEAST FACILITY	05/17/13	230704	4,901.53-
HRG (HATTIESBURG RESOURC								
Sum								45,136.84-
00075	L & A CONTRACTING CO	474.020	00133265	12000078	APPL#20 S LAGOON SLUDGE RMVL	05/17/13	230749	222,197.42-
L & ACONTRACTING CO								
Sum								222,197.42-
00075	SCHWANDT, MARILYN T	PETTY CASH 4	00133165	12000076	PETTY CASH W&S CONSTR	05/17/13	230883	21.12-
SCHWANDT, MARILYN T								
Sum								21.12-
00075	SHOWS DEARMAN & WAITS IN	17430	00133270	12000079	SRV 3/24-4/20 JAMES ST WELL#3	05/17/13	230897	540.36-
SHOWSDEARMAN & WAITS IN								
Sum								540.36-
Sum								270,356.84-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND								
00077	ARRINGTON, TAMEKA (REFU	SHERRILL CNT	02013455	12000306	DAMAGE DEPOSIT REFUND	05/17/13	230497	50.00-
ARRINGTON, TAMEKA (REFU								
Sum								50.00-
00077	BARNETT, JULIA (REFUNDS)	SHERRILL CNT	02013455	12000307	DAMAGE DEPOSIT REFUND	05/17/13	230512	100.00-
BARNETT, JULIA (REFUNDS)								
Sum								100.00-
00077	BENN, BRENDA DR (REFUNDS	REFUND DEP &	02013436	12000286	REFUND DEPOSIT & RENT	05/02/13	36448	262.50-
00077	BENN, BRENDA DR (REFUNDS	REFUND DEP &	02013436	12000286	REFUND DEPOSIT & RENT	05/02/13	36448	262.50
00077	BENN, BRENDA DR (REFUNDS	RENFUND DEP	02013436	12000287	REFUND DEP & RENT	05/02/13	36449	262.50-
BENN,BRENDA DR (REFUNDS								
Sum								262.50-
00077	C SPIRE WIRELESS (CELLUL	3/23/13-4/22	02013467	12000318	CELL SERV 3/13 COMM CNTRS	05/17/13	230545	49.61-
C SPIRE WIRELESS (CELLUL								
Sum								49.61-
00077	CITY OF HATTIESBURG FUND	TRF 1ST 5/13	02013435	12000284	TRF 1ST 5/13 PAYROLL	05/01/13	36435	14,427.16-
00077	CITY OF HATTIESBURG FUND	TRF 2ND MAY	02013457	12000314	TRF COVER 2ND MAY 2013 PAYROLL	05/15/13	36450	20,685.20-
CITY OF HATTIESBURG FUND								
Sum								35,112.36-
00077	CLINESIGNS	PO#133004 5/	00133004	12000289	LETTER NEW COMM CNTR VANS	05/17/13	230564	130.00-
CLINESIGNS								
Sum								130.00-
00077	DUNAGIN PEST CONTROL(PRE	8751700	00020133	12000292	Q/E 6/30/13 CE ROY CNTR	05/17/13	230605	120.00-
00077	DUNAGIN PEST CONTROL(PRE	8751732	00020133	12000293	Q/E 6/30/13 SHERRILL CNTR	05/17/13	230605	120.00-
00077	DUNAGIN PEST CONTROL(PRE	8751733	00020133	12000294	Q/E 6/30/13 SIGLER BLDG	05/17/13	230605	54.00-
00077	DUNAGIN PEST CONTROL(PRE	8751731	00020133	12000295	Q/E 6/30/13 REC CNTR	05/17/13	230605	54.00-
00077	DUNAGIN PEST CONTROL(PRE	8751706	00020133	12000296	Q/E 6/30/13 CULTURAL CNTR	05/17/13	230605	54.00-
DUNAGIN PEST CONTROL(PRE								
Sum								402.00-
00077	ENDOM TRAILERS	R43861	00131075	12000291	STORAGE UNIT-CE ROY-TORNADO	05/17/13	230621	100.00-
ENDOMTRAILERS								
Sum								100.00-
00077	FAIRLEY, NIKI (REFUNDS)	CULTURAL CNT	02013455	12000305	DAMAGE DEPOSIT REFUND	05/17/13	230631	250.00-
FAIRLEY, NIKI (REFUNDS)								
Sum								250.00-
00077	HINTON, WILLIE (REFUNDS	SHERRILL CNT	02013455	12000309	DAMAGE DEPOSIT REFUND	05/17/13	230698	100.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HINTON, WILLIE (REFUNDS								
Sum								100.00-
00077	JACKSON, ROOSEVELT III	123126	00133075	12000300	PAINT LOBBY/AUD/ETC-SHERRILL	05/17/13	230721	4,895.00-
JACKSON, ROOSEVELT III								
Sum								4,895.00-
00077	JONES, CLAUDETTE (REFUN	CULTURAL CNT	02013455	12000308	DAMAGE DEPOSIT REFUND	05/17/13	230731	250.00-
JONES,CLAUDETTE (REFUN								
Sum								250.00-
00077	MID SOUTH GLASS INC	0038939	00133064	12000298	SEAL WINDOWS/DOORS-SHERRILL	05/17/13	230787	550.00-
MID SOUTH GLASS INC								
Sum								550.00-
00077	MS FIRE & SAFETY OF HBUR	34574	00133294	12000301	TEST EXTINGUISHERS-CULT CNTR	05/17/13	230803	77.00-
00077	MS FIRE & SAFETY OF HBUR	34642	00133294	12000302	TEST EXTINGUISHERS MCNAIR CTR	05/17/13	230803	64.00-
00077	MS FIRE & SAFETY OF HBUR	34650	00133294	12000303	TEST EXTINGUISHER SIGLER CNTR	05/17/13	230803	35.00-
MS FIRE & SAFETY OF HBUR								
Sum								176.00-
00077	MS POWER COMPANY	5/13 COMM CN	00201315	12000315	MNTHLY ELEC-COMM CNTRS	05/17/13	230807	2,402.92-
MS POWER COMPANY								
Sum								2,402.92-
00077	MS STATE/TAX COMM/TAX EX	PO#133425 5/	00133425	12000316	TAGS U#19098,#19099 C CTRS	05/17/13	230810	24.00-
MS STATE/TAX COMM/TAX EX								
Sum								24.00-
00077	NAPA AUTO PARTS	487967	00132429	12000288	REPR PTS U#11200 COMM CNTRS	05/17/13	230815	59.78-
NAPA AUTO PARTS								
Sum								59.78-
00077	NOBLES CONTRACTING LLC	EST#3 SHERRI	00133300	12000304	FLOOR RENOVA SHERRILL AUD	05/17/13	230819	33,345.00-
NOBLESCONTRACTING LLC								
Sum								33,345.00-
00077	SCHWANDT, MARILYN T	PETTY CASH 4	00133165	12000290	PETTY CASH COMM CNTRS	05/17/13	230884	19.60-
SCHWANDT, MARILYN T								
Sum								19.60-
00077	SPECIALTY SERVICES LLC	#3	00131564	12000313	REPRS CE ROY CNTR TORNADO 2/13	05/17/13	230914	92,925.00-
SPECIALTY SERVICES LLC								
Sum								92,925.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00077	THYSSENKRUPP ELEVATOR CO	84485	00133295	12000299	MAINT 5/13 CULTURAL CNTR	05/17/13	230930	850.87-
THYSSENKRUPP ELEVATOR CO								
Sum								850.87-
00077	TREES & TRENDS	PO#132920 4/	00132920	12000297	CREDENZA CE ROY CNTR LOBBY	05/17/13	230934	550.00-
TREES& TRENDS								
Sum								550.00-
00077	WEST JONES HIGH SCHOOL	CULTURAL CNT	02013455	12000310	DAMAGE DEPOSIT REFUND	05/17/13	230974	50.00-
00077	WEST JONES HIGH SCHOOL	CULTURAL CNT	02013455	12000311	DAMAGE DEPOSIT REFUND	05/17/13	230974	250.00-
WEST JONES HIGH SCHOOL								
Sum								300.00-
00077	WILLMUT GAS & OIL COMPAN	5/13 COMM CN	00201315	12000312	MNTHLY GAS-COMM CNTRS	05/17/13	230980	348.60-
WILLMUT GAS & OIL COMPAN								
Sum								348.60-
Sum								173,253.24-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT								
00082	C SPIRE WIRELESS (CELLUL	3/23/13-4/22	02013467	12000182	CELL SERV 3/13 CDBG	05/17/13	230545	31.93-
C SPIRE WIRELESS (CELLUL								
Sum								31.93-
00082	CITY OF HATTIESBURG FUND	TRF 1ST 5/13	02013435	12000172	TRF 1ST 5/13 PAYROLL	05/01/13	36436	7,005.76-
00082	CITY OF HATTIESBURG FUND	TRF 2ND MAY	02013457	12000180	TRF COVER 2ND MAY 2013 PAYROLL	05/15/13	36455	8,790.57-
CITY OF HATTIESBURG FUND								
Sum								15,796.33-
00082	COMMUNITY CONNECTIONS (C	367482	00133132	12000177	620 BARKLEY RD DRAW 5 DIRT	05/08/13	36451	2,462.00-
COMMUNITY CONNECTIONS (C								
Sum								2,462.00-
00082	MCMULLAN EQUIPMENT CO	343176	00132957	12000173	OIL CHANGE U#18711 CDBG	05/17/13	230783	27.22-
MCMULLAN EQUIPMENT CO								
Sum								27.22-
00082	OFFICE DEPOT INC	1573032166 &	00132861	12000176	OFFICE SUPP CDBG/HOME PROGRAM	05/17/13	230825	321.76-
00082	OFFICE DEPOT INC	655818371001	00132928	12000179	OFFICE SUPP CDBG/HOME PROG	05/17/13	230825	172.30-
OFFICEDEPOT INC								
Sum								494.06-
00082	RJ YOUNG COMPANY	336574	00132954	12000174	COPIER MNT 3/29-4/28 CDBG	05/17/13	230873	187.22-
RJ YOUNG COMPANY								
Sum								187.22-
00082	SPECIALTY ABATEMENT SERV	12-08057	00133133	12000178	310 N 21ST AVE LEAD ABATEMENT	05/08/13	36454	1,618.00-
SPECIALTY ABATEMENT SERV								
Sum								1,618.00-
Sum								20,616.76-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2010 W&S GO BONDS								
00099	MS STATE/ENVIRO QUALITY(	PENALTY 6034	00133310	12000038	PENALTY DUE SOUTH LAGOON	05/17/13	230809	5,000.00-
MS STATE/ENVIRO QUALITY(								
Sum								5,000.00-
00099	SHOWS DEARMAN & WAITS IN	17434	00133274	12000037	SRV 3/24-4/20 592 WEST SEWER	05/17/13	230897	1,960.00-
SHOWSDEARMAN & WAITS IN								
Sum								1,960.00-
Sum								6,960.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GrandTotal Level Sum							5,270,165.07-

City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, May 21, 2013

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Items VI.-13 and VI.-14 at the request of the Administration as follows:

VI.-13 2013-0298 Approve engagement letter from Pittman, Howdeshell, Hinton & Hightower, PLLC for legal services related to the acquisition of a permanent utility easement as described in the attached survey.

Attachments: Pittman Engagement Letter

Survey-Hattiesburg Liquid Entertainment

VI.-14 2013-0299 Adopt Resolution and Order to Condemn a portion of property located at or near 1900 N. 31st Avenue, and as further described in the attached survey, for use by the city as a permanent utility easement.

Attachments: Order to Condemn

Survey-Hattiesburg Liquid Entertainment

executed Order to Condemn RES2013-43

City of Hattiesburg, MS

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

Master

File Number: 2013-0298

File ID: 2013-0298 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 05/21/2013

Brief Title: Approve engagement letter from Pittman, Howdeshell, Hinton & Hightower for legal services related to the acquisition of a permanent utility easement.

Final Action: 05/21/2013

Minute Book Number: MB2013-150-151

Title:

Approve engagement letter from Pittman, Howdeshell, Hinton & Hightower, PLLC for legal services related to the acquisition of a permanent utility easement as described in the attached survey.

Notes: 001203.6049

Sponsors:

Enactment Date:

Attachments: Pittman Engagement Letter, Survey-Hattiesburg Liquid Entertainment

Enactment Number:

Contact:

Meeting Date: 05/21/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	05/21/2013					
1	City Council	05/21/2013	Approve				Pass

Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve engagement letter from Pittman, Howdeshell, Hinton & Hightower, PLLC for legal services related to the acquisition of a permanent utility easement as described in the attached survey.

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

Yeas: 5 - Bradley, Delgado, Carroll and Ware

Nays: 0

Absent: 1 - Naylor

Yea:	4	President Bradley
		Council Member Delgado
		Council Member Carroll
		Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-0298

Title

Approve engagement letter from Pittman, Howdeshell, Hinton & Hightower, PLLC for legal services related to the acquisition of a permanent utility easement as described in the attached survey.

Summary

Approve engagement letter from Pittman, Howdeshell, Hinton & Hightower, PLLC for legal services related to the acquisition of a permanent utility easement as described in the attached survey.

Budget Information

001203.6049

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

PITTMAN, HOWDESHELL, HINTON & HIGHTOWER, PLLC

ATTORNEYS AT LAW

MILBRANCH OFFICE PARK
140 MAYFAIR RD., SUITE 700
HATTIESBURG, MISSISSIPPI 39402

JACK H. PITTMAN
CHRISTOPHER M. HOWDESHELL
DONALD E. HINTON, JR.*
KARL C. HIGHTOWER
BENJAMIN A. SNOW

*ALSO ADMITTED IN ALABAMA

TELEPHONE: 601 264-3314
FACSIMILE: 601 261-3411

REPLY TO:
P.O. DRAWER 17138
HATTIESBURG, MS 39404-7138

May 20, 2013

Bert R. Kuyrkendall, P.E.
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

RE: Legal Services
Acquisition of Property for Sewer & Drainage Easement
Highway 49 Option Property
NW¼ of the SE¼, Section 31, Township 5 North,
Range 13 West, City of Hattiesburg,
Forrest County, Mississippi

Dear Bert:

Please accept this correspondence as memorializing an agreement between Pittman, Howdeshell, Hinton & Hightower, PLLC and the City of Hattiesburg for legal services regarding the above-referenced matter. Specifically, our firm will take the required steps to file and prosecute eminent domain proceedings for the acquisition of the property necessary for the sewer easement. For this work, we will charge a rate of $150.00 per hour, plus incidental expenses such as filing fees, postage, copying costs, etc.

Attached hereto is a Resolution and Order to Condemn which must be approved by the City Council before condemnation proceedings can be instituted. Please ask the council to approve same and return a copy to me for attachment to the condemnation pleadings. Please also be advised that the right of acquiring the property through the statutory "Quick Take" procedures is available through Mississippi Code Annotated §11-27-81(f). If the City would rather not acquire the property through the "Quick Take" procedures, please let me know.

We appreciate your confidence in our firm. Should you have any questions, please do not hesitate to call.

Respectfully,

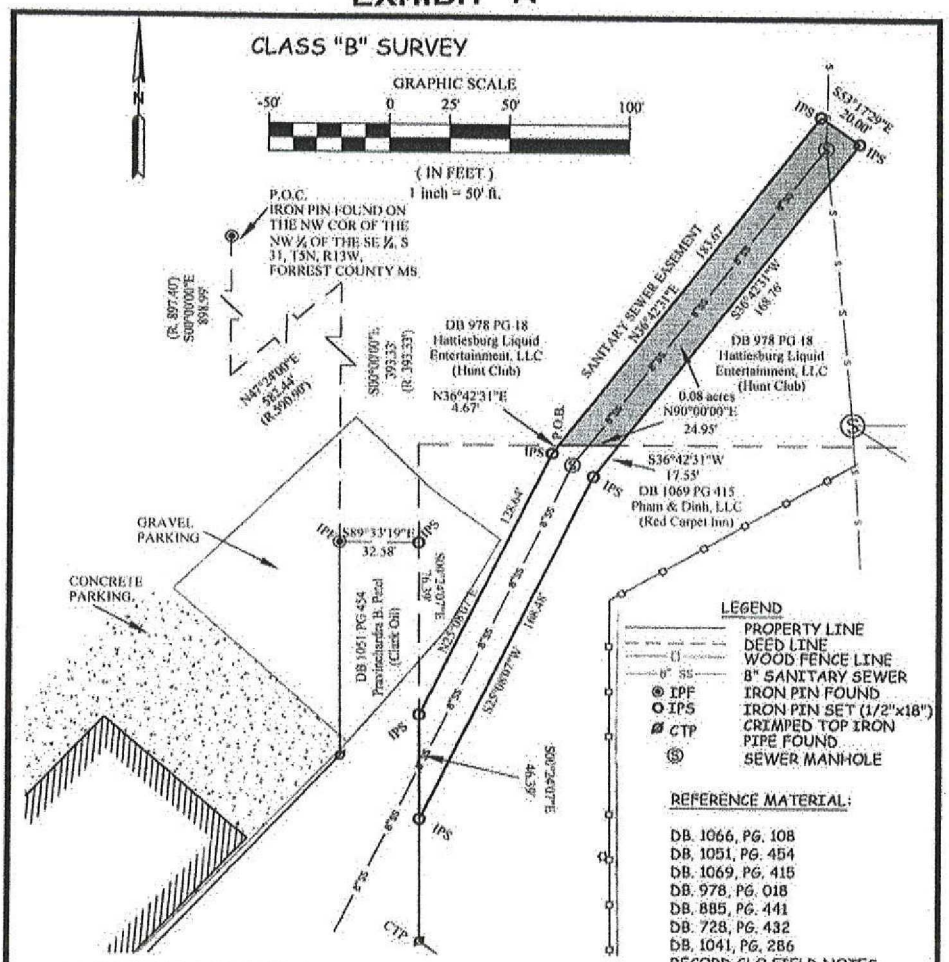
PITTMAN, HOWDESHELL,
HINTON & HIGHTOWER, PLLC

Christopher M. Howdeshell

CMH:bws

Attachment

EXHIBIT A



REFERENCE MATERIAL:

DB. 1066, PG. 108
DB. 1051, PG. 454
DB. 1069, PG. 415
DB. 978, PG. 018
DB. 885, PG. 441
DB. 728, PG. 432
DB. 1041, PG. 286
RECORD GLO FIELD NOTES

Hunt Club Sewer Easement Description:
Commence at a iron pin found on the Northwest corner, of the Northwest 1/4, of the Southeast 1/4, of Section 31, Township 5 North, Range 13 West, Forrest County Mississippi, thence run South for 898.99 feet; thence run North 47°24' East for 582.44 feet; thence run South for 393.33 feet to the north line of a parcel of land recorded at deed book 1051 page 454 in the records of the chancery clerk's office of Forrest County Mississippi; thence along said north line South 89°33'19" East for 32.38 feet to the East line of DB 1051 PG 454; thence along said East line South 00°24'07" East for 76.39 feet to a point; thence leaving said DB 1051 PG 454 run North 25°08'07" East for 128.64' feet; thence North 36 °42'31" East for 4.67 feet to the point of beginning; thence North 36 °42'31" East for 183.67 feet thence South 53°17'29"East for 20.00' feet; thence South 36°42'31" West for 168.76 feet; thence West for 24.95 feet back to the Point of Beginning.
Said parcel contains 0.08 acres more or less and is located in the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 5 North, Range 13 West, Forrest County Mississippi.

NOTE:

ALL BEARINGS SHOWN ON THIS PLAT ARE GEODETIC NORTH AS DETERMINED BY A GPS OBSERVATION.

NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.

NO ABSTRACT OF TITLE, TITLE COMMITMENT, OR RESULTS OF SUCH WERE FURNISHED TO THE SURVEYOR, NOR WAS ANY SUCH MADE BY THE SURVEYOR, ALL RECORDS USED ARE LISTED HEREON.

Clearpoint
Consulting Engineers, P.A.
6652 US HWY 98 • Hattiesburg, Mississippi 39402
Ph. (601) 261-2609 • Fax (601) 261-5573

SURVEY FOR:
The City of Hattiesburg MS
NW 1/4 OF SE 1/4
SW 1/4 OF SE 1/4
SECTION 31, T 5 N, R 13 W
FORREST COUNTY, MISSISSIPPI

DONALD T. BLACKWELL — REGISTERED PROFESSIONAL — LAND SURVEYOR — FILE 3700 — STATE OF MISSISSIPPI — 4-2-12

SCALE: 1" = 100'	BEARINGS DETERMINED BY: GPS OBSERVATION
DATE OF FIELD SURVEY: 2/20/12	SURVEYED BY: Chris Thaggard
DATE OF SURVEY: 3/26/12	DRAWN BY: PHILLIP BALL

CAD FILE: 80852001 SURVEY PLAT CCE PROJECT NO. 80852001

ALL-STATE LEGAL®
EXHIBIT
"A"

City of Hattiesburg, MS

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

Master

File Number: 2013-0299

File ID: 2013-0299 **Type:** Resolution **Status:** Passed

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

File Created: 05/21/2013

Brief Title: Adopt Resolution and Order to Condemn property required by the city for use as a permanent utility easement.

Final Action: 05/21/2013

Minute Book Number: MB2013-151

Title:

Adopt Resolution and Order to Condemn a portion of property located at or near 1900 N. 31st Avenue, and as further described in the attached survey, for use by the city as a permanent utility easement.

Notes:

Sponsors: **Enactment Date:**

Attachments: Order to Condemn, Survey-Hattiesburg Liquid Entertainment, executed Order to Condemn RES2013-43

Enactment Number:

Contact: **Meeting Date:** 05/21/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	05/21/2013					
1	City Council	05/21/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt Resolution and Order to Condemn a portion of property located at or near 1900 N. 31st Avenue, and as further described in the attached survey, for use by the city as a permanent utility easement.

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

Yeas: 4 - Bradley, Delgado, Carroll and Ware

Nays: 0

Absent: 1 - Naylor

Yea:	4	President Bradley Council Member Delgado Council Member Carroll Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-0299

Title

Adopt Resolution and Order to Condemn a portion of property located at or near 1900 N. 31st Avenue, and as further described in the attached survey, for use by the city as a permanent utility easement.

Summary

Adopt Resolution and Order to Condemn property as described in the attached survey for use by the city as a permanent utility easement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg, Mississippi

RESOLUTION AND ORDER TO CONDEMN

Upon careful consideration, the City of Hattiesburg, Mississippi (hereinafter "City"), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct a permanent utility easement on property located in the NW¼ of the SE¼ of Section 31, Township 5 North, Range 13 West, located within City limits. To accomplish this project, the City finds it necessary to acquire for public use certain property belonging to Zions First National Bank or their successors in title and/or other parties interested in said property as is more particularly described in Exhibit "A" attached hereto and incorporated herein.

Being advised that no agreement could be reached with the owner(s) and/or other parties interested in said property, the City, after solemn and due consideration, does hereby declare said property necessary for public use and orders that it be condemned. Further, the City authorizes and requests its attorneys and/or other necessary professionals to institute any and all condemnation proceedings necessary to acquire the above described property for the public use mentioned.

In support of this Resolution and Order to Condemn, the City acknowledges and declares its eligibility to obtain the right of immediate title and possession under the provisions of §11-27-81 of the Mississippi Code.

The City further declares that it will suffer irreparable harm and delay by exercising the right to condemn the subject property through eminent domain proceedings pursuant to Code Sections 11-27-1 through 11-27-51, as opposed to claiming the right of immediate title and possession of said property pursuant to Code §11-27-81 through 11-27-91. A construction contract, the completion of which requires the acquisition of the subject property, has been let or will be let in the near future. Right-of-Way or other entry to the necessary property must be vested in the City of Hattiesburg, Mississippi or the construction project that is subject of said construction contract may be prevented or significantly impaired.

The above and foregoing Resolution and Order to Condemn was introduced by _____, seconded by _____, and was adopted by the following vote, to-wit:

Yeas: Nays: Absent:

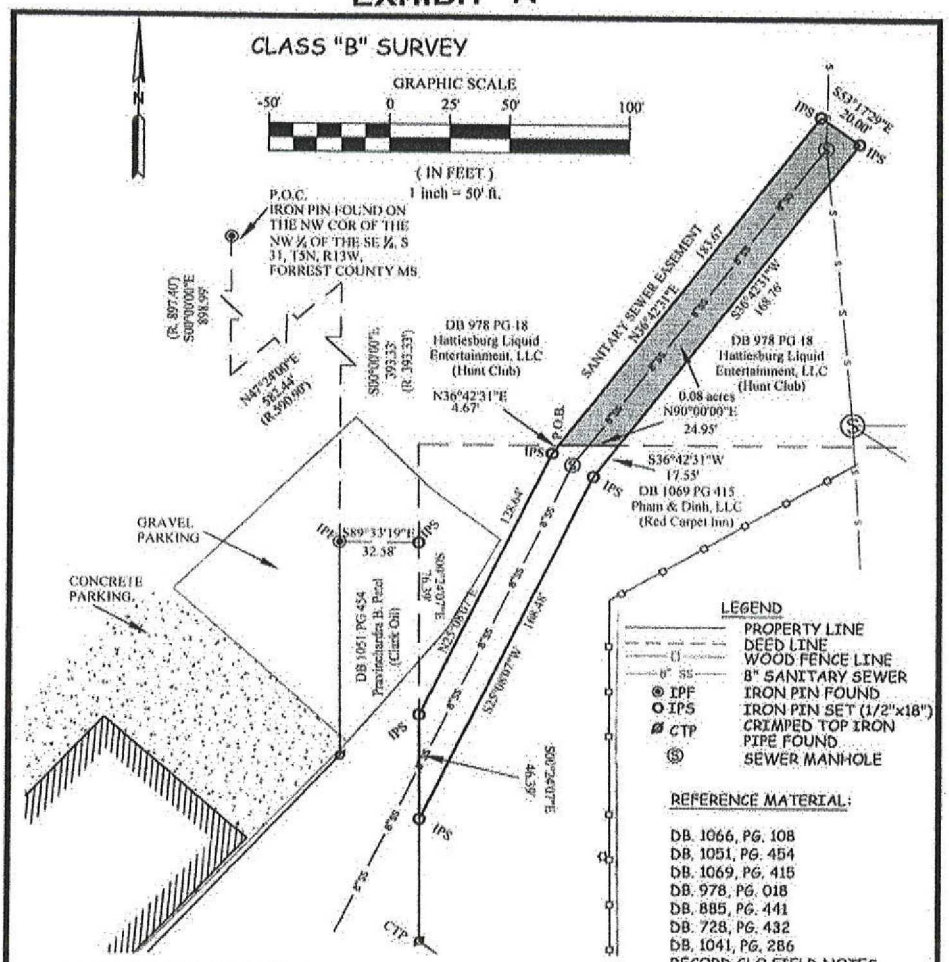
The President hereby declared the motion carried and the Resolution and Order to Condemn was adopted, this the _____ day of _____, A.D. 2013.

_____ _____
President Clerk of Council

The above and foregoing Resolution and Order to Condemn having been submitted and approved by the Mayor on this, the _____ day of _____, A.D. 2013.

_____ _____
Mayor City Clerk

EXHIBIT A



REFERENCE MATERIAL:

DB. 1066, PG. 108
DB. 1051, PG. 454
DB. 1069, PG. 415
DB. 978, PG. 018
DB. 885, PG. 441
DB. 728, PG. 432
DB. 1041, PG. 286
RECORD GLO FIELD NOTES

Hunt Club Sewer Easement Description:
Commence at a iron pin found on the Northwest corner, of the Northwest 1/4, of the Southeast 1/4, of Section 31, Township 5 North, Range 13 West, Forrest County Mississippi, thence run South for 898.99 feet; thence run North 47°24' East for 582.44 feet; thence run South for 393.33 feet to the north line of a parcel of land recorded at deed book 1051 page 454 in the records of the chancery clerk's office of Forrest County Mississippi; thence along said north line South 89°33'19" East for 32.38 feet to the East line of DB 1051 PG 454; thence along said East line South 00°24'07" East for 76.39 feet to a point; thence leaving said DB 1051 PG 454 run North 25°08'07" East for 128.64' feet; thence North 36 °42'31" East for 4.67 feet to the point of beginning; thence North 36 °42'31" East for 183.67 feet thence South 53°17'29"East for 20.00' feet; thence South 36°42'31" West for 168.76 feet; thence West for 24.95 feet back to the Point of Beginning.
Said parcel contains 0.08 acres more or less and is located in the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 5 North, Range 13 West, Forrest County Mississippi.

NOTE:

ALL BEARINGS SHOWN ON THIS PLAT ARE GEODETIC NORTH AS DETERMINED BY A GPS OBSERVATION.

NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.

NO ABSTRACT OF TITLE, TITLE COMMITMENT, OR RESULTS OF SUCH WERE FURNISHED TO THE SURVEYOR, NOR WAS ANY SUCH MADE BY THE SURVEYOR, ALL RECORDS USED ARE LISTED HEREON.

Clearpoint
Consulting Engineers, P.A.
6652 US HWY 98 • Hattiesburg, Mississippi 39402
Ph. (601) 261-2609 • Fax (601) 261-5573

SURVEY FOR:
The City of Hattiesburg MS
NW 1/4 OF SE 1/4
SW 1/4 OF SE 1/4
SECTION 31, T 5 N, R 13 W
FORREST COUNTY, MISSISSIPPI

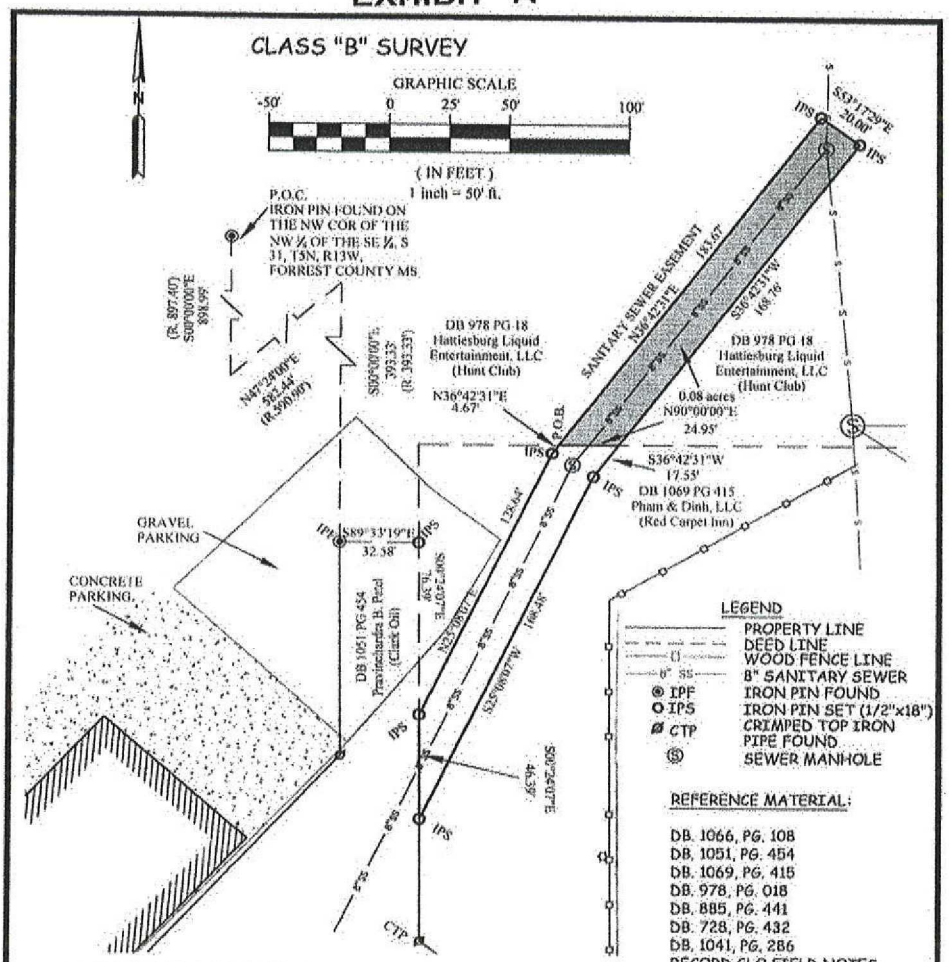
DONALD T. BLACKWELL — REGISTERED PROFESSIONAL — LAND SURVEYOR — FILE 3700 — STATE OF MISSISSIPPI — 4-2-12

SCALE: 1" = 100'	BEARINGS DETERMINED BY: GPS OBSERVATION
DATE OF FIELD SURVEY: 2/20/12	SURVEYED BY: Chris Thaggard
DATE OF SURVEY: 3/26/12	DRAWN BY: PHILLIP BALL

CAD FILE: 80852001 SURVEY PLAT CCE PROJECT NO. 80852001

ALL-STATE LEGAL®
EXHIBIT
"A"

EXHIBIT A



REFERENCE MATERIAL:

DB. 1066, PG. 108
DB. 1051, PG. 454
DB. 1069, PG. 415
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NOTE:

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Consulting Engineers, P.A.
6652 US HWY 98 • Hattiesburg, Mississippi 39402
Ph. (601) 261-2609 • Fax (601) 261-5573

SURVEY FOR:
The City of Hattiesburg MS
NW 1/4 OF SE 1/4
SW 1/4 OF SE 1/4
SECTION 31, T 5 N, R 13 W
FORREST COUNTY, MISSISSIPPI

DONALD T. BLACKWELL — REGISTERED PROFESSIONAL — LAND SURVEYOR — FILE 3700 — STATE OF MISSISSIPPI — 4-2-12

SCALE: 1" = 100'	BEARINGS DETERMINED BY: GPS OBSERVATION
DATE OF FIELD SURVEY: 2/20/12	SURVEYED BY: Chris Thaggard
DATE OF SURVEY: 3/26/12	DRAWN BY: PHILLIP BALL

CAD FILE: 80852001 SURVEY PLAT CCE PROJECT NO. 80852001

ALL-STATE LEGAL®
EXHIBIT
"A"

City of Hattiesburg, Mississippi

RESOLUTION AND ORDER TO CONDEMN

Upon careful consideration, the City of Hattiesburg, Mississippi (hereinafter "City"), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct a permanent utility easement on property located in the NW¼ of the SE¼ of Section 31, Township 5 North, Range 13 West, located within City limits. To accomplish this project, the City finds it necessary to acquire for public use certain property belonging to Zions First National Bank or their successors in title and/or other parties interested in said property as is more particularly described in Exhibit "A" attached hereto and incorporated herein.

Being advised that no agreement could be reached with the owner(s) and/or other parties interested in said property, the City, after solemn and due consideration, does hereby declare said property necessary for public use and orders that it be condemned. Further, the City authorizes and requests its attorneys and/or other necessary professionals to institute any and all condemnation proceedings necessary to acquire the above described property for the public use mentioned.

In support of this Resolution and Order to Condemn, the City acknowledges and declares its eligibility to obtain the right of immediate title and possession under the provisions of §11-27-81 of the Mississippi Code.

The City further declares that it will suffer irreparable harm and delay by exercising the right to condemn the subject property through eminent domain proceedings pursuant to Code Sections 11-27-1 through 11-27-51, as opposed to claiming the right of immediate title and possession of said property pursuant to Code §11-27-81 through 11-27-91. A construction contract, the completion of which requires the acquisition of the subject property, has been let or will be let in the near future. Right-of-Way or other entry to the necessary property must be vested in the City of Hattiesburg, Mississippi or the construction project that is subject of said construction contract may be prevented or significantly impaired.

The above and foregoing Resolution and Order to Condemn was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

Yeas: Bradley, Delgado, Carroll, Ware

Nays: None

Absent: Naylor

The President hereby declared the motion carried and the Resolution and Order to Condemn was adopted, this the 21st day of May, A.D. 2013.

President

Clerk of Council

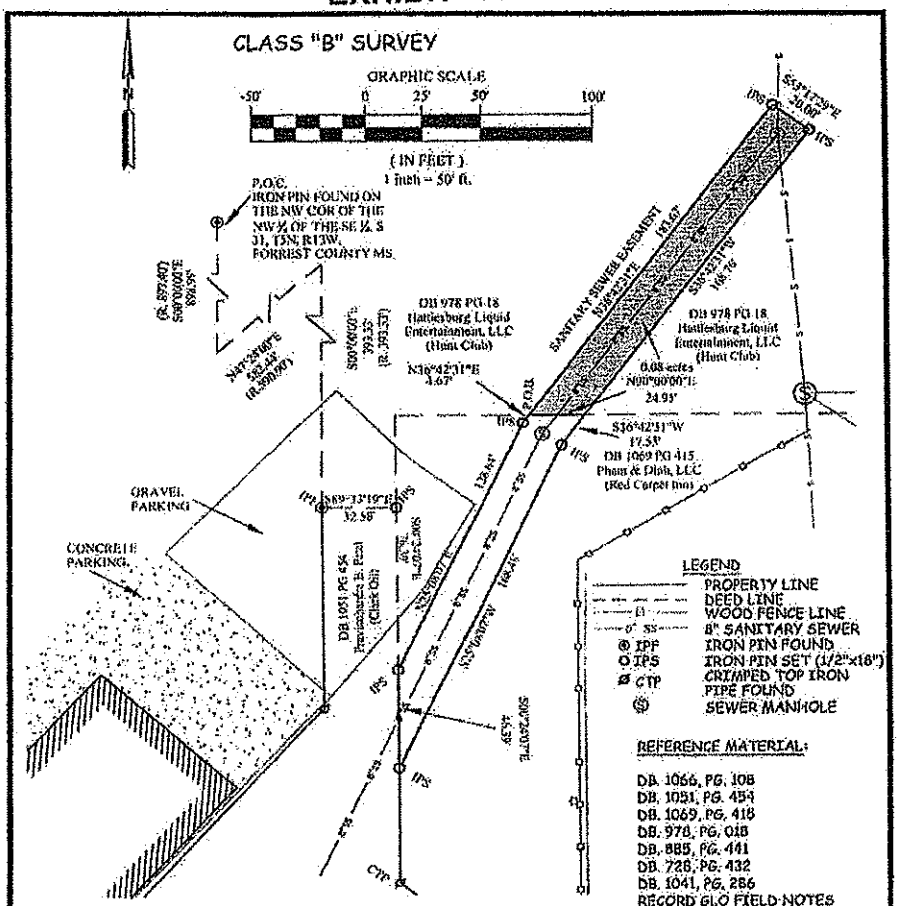
The above and foregoing Resolution and Order to Condemn having been submitted and approved by the Mayor on this, the 21st day of May, A.D. 2013.

Mayor

City Clerk

EXHIBIT A

CLASS "B" SURVEY



REFERENCE MATERIAL:

DB. 1066, PG. 108
DB. 1051, PG. 454
DB. 1069, PG. 418
DB. 978, PG. 018
DB. 885, PG. 441
DB. 726, PG. 432
DB. 1041, PG. 286
RECORD GLO FIELD NOTES

Hunt Club Sewer Easement Description:
Commence at a iron pin found on the Northwest corner, of the Northwest 1/4, of the Southeast 1/4, of Section 31, Township 5 North, Range 13 West, Forrest County Mississippi, thence run South for 808.99 feet; thence run North 47°24' East for 582.44 feet; thence run South for 393.33 feet to the north line of a parcel of land recorded at deed book 1051 pages 454 in the records of the chancery clerk's office of Forrest County Mississippi; thence along said north line South 89°33'19" East for 32.58 feet to the East line of DB 1051 PG 454; thence along said East line South 00°24'07" East for 76.30 feet to a point; thence leaving said DB 1051 PG 454 run North 25°08'07" East for 138.64' feet; thence North 36°42'31" East for 4.67 feet to the point of beginning; thence North 36°42'31" East for 183.07 feet thence South 53°17'29" East for 20.00' feet; thence South 36°42'31" West for 168.76 feet; thence West for 24.95 feet back to the Point of Beginning.
Said parcel contains 0.08 acres more or less and is located in the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 5 North, Range 13 West, Forrest County Mississippi.

NOTE:

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NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.

NO ABSTRACT OF TITLE, TITLE COMMITMENT, OR RESULTS OF SUCH WERE FURNISHED TO THE SURVEYOR, NOR WAS ANY SUCH MADE BY THE SURVEYOR. ALL RECORDS USED ARE LISTED HEREON.

Clearpoint
Consulting Engineers, P.A.
6552 US HWY 98 • Hattiesburg, Mississippi 39402
Ph. (601) 261-2609 • Fax (601) 261-5573

SURVEY FOR:
The City of Hattiesburg MS
NW 1/4 OF SE 1/4
SW 1/4 OF SE 1/4
SECTION 31, T 5 N, R 13 W
FORREST COUNTY, MISSISSIPPI

RONALD T. BLACKWELL — REGISTERED PROFESSIONAL ENGINEER — No. 13170 — STATE OF MISSISSIPPI

SCALE: 1" = 100'	BEARINGS DETERMINED BY: GPS OBSERVATION
DATE OF FIELD SURVEY: 2/20/12	SURVEYED BY: Chris Thoggard
DATE OF SURVEY: 3/26/12	DRAWN BY: PHILLIP BALL

CAD FILE: 8585000 SURVEY PLAT COE PROJECT NO. 8585001

ALL-STATE LEGAL®
EXHIBIT
"A"

City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, May 21, 2013

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item VI.-12 at the request of the Administration as follows:

2013-0296 Approve and authorize execution of Fee-In-Lieu of Ad Valorem Taxation Agreement between the City of Hattiesburg, Forrest County, the Forrest County Tax Assessor and Stion Corporation.

Attachments: Stion Fee-In-Lieu of Ad Valorem Taxation Agreement

Stion FIL - Fully Executed Final Version

City of Hattiesburg, MS

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

Master

File Number: 2013-0296

File ID: 2013-0296 **Type:** Regular Agenda Item **Status:** Approved

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

File Created: 05/17/2013

Brief Title: Fee-In-Lieu of Ad Valorem Taxation Agreement between the City of Hattiesburg, Forrest County, the Forrest County Tax Assessor and Stion Corporation

Final Action: 05/21/2013

Minute Book Number: MB2013-150

Title:

Approve and authorize execution of Fee-In-Lieu of Ad Valorem Taxation Agreement between the City of Hattiesburg, Forrest County, the Forrest County Tax Assessor and Stion Corporation.

Notes:

Sponsors:

Enactment Date:

Attachments: Stion Fee-In-Lieu of Ad Valorem Taxation Agreement, Stion FIL - Fully Executed Final Version

Enactment Number:

Contact:

Meeting Date: 05/21/2013

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	05/21/2013					
1	City Council	05/21/2013	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve and authorize execution of Fee-In-Lieu of Ad Valorem Taxation Agreement between the City of Hattiesburg, Forrest County, the Forrest County Tax Assessor and Stion Corporation.

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

Yeas: 4 - Bradley, Delgado, Carroll and Ware

Nays: 0

Absent: 1 - Naylor

Yea:	4	President Bradley Council Member Delgado Council Member Carroll Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-0296

Title

Approve and authorize execution of Fee-In-Lieu of Ad Valorem Taxation Agreement between the City of Hattiesburg, Forrest County, the Forrest County Tax Assessor and Stion Corporation.

Summary

Fee-In-Lieu of Ad Valorem Taxation Agreement between the City of Hattiesburg, Forrest County, the Forrest County Tax Assessor and Stion Corporation

Budget Information

Expenditure Type

Purchasing Item

Publication Information

FEE-IN-LIEU OF AD VALOREM TAXATION AGREEMENT

This Fee-in-Lieu Agreement ("Agreement") is made and entered into as of _____, 2013, by and among Forrest County, Mississippi (the "County"), the Tax Assessor of Forrest County, Mississippi (the "Tax Assessor"), the City of Hattiesburg, Mississippi (the "City"), and Stion Corporation, a Delaware corporation, or its subsidiary or affiliate (the "Company").

RECITALS:

WHEREAS, the Company contemplates the establishment of an industrial plant in the southern United States for the purpose of manufacturing solar panels, which plant is projected to create a minimum of one thousand (1,000) new full-time jobs and to require an investment of at least Five Hundred Million Dollars ($500,000,000.00) in the County; and

WHEREAS, the County, the City, the Tax Assessor and the Mississippi Development Authority ("MDA") are desirous of having the Company locate the Project (as defined in Section 1.15 below) in the County; and

WHEREAS, the County, the City, the Tax Assessor, MDA and the Company have determined that the Hattiesburg Site (as defined in Section 1.11 below) is suitable for the Project; and

WHEREAS, the Company has entered into a Memorandum of Understanding with MDA, the County and the City (the "MOU") to induce the Company to locate the Project at the Hattiesburg Site; and

WHEREAS, the Project will be eligible to pay a fee in-lieu of ad valorem taxes pursuant to Section 27-31-104 of the Mississippi Code of 1972, as amended, (the "Fee-in-Lieu") (Sections of the Mississippi Code being hereinafter referred to as "Section") when capital investment in the Project reaches One Hundred Million Dollars ($100,000,000.00) (the "Minimum Capital Investment"); and

WHEREAS, by virtue of the Company having received a loan pursuant to Section 57-1-221, the County and City are authorized to grant, and the MDA is authorized to approve, a Fee-in-Lieu with a term of up to fifteen (15) years; and

WHEREAS, the MOU sets forth the agreement of the parties thereto for the Company to enter into a Fee-in-Lieu agreement ("FILA") with the County and the City, and, pursuant to said MOU, the County, the City, the Tax Assessor and the Company have negotiated this FILA providing for fee-in-lieu payments in an amount equal to one-third (1/3) of the then current total of all ad valorem taxes applicable to property eligible for the Fee-in-Lieu and otherwise payable by the Company related thereto; and

WHEREAS, upon execution of this FILA, the parties will submit to MDA the Certificate of Approval attached to this FILA as Exhibit A in order for MDA to give its final approval to the terms of this FILA, as required by Section 27-31-104;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, the parties agree as follows:

Section 1. Definitions. The following capitalized terms shall be defined as follows:

1.1 "Additional Property" shall mean any Fee Property which was purchased, constructed or brought into the County and placed into service after the First Assessment Date but during

the first five (5) years of Initial Fee Term and which is otherwise taxable after the First Fee Year.

1.2 "Assessment Date" shall mean, for Original Property, the January 1 following the Qualification Date, and for Additional Property, the January 1 following the placement into commercial service of that additional property. However, if either the Qualification Date or placement into commercial service occurs between January 1 and March 1 of a calendar year, then the Assessment Date for each such item of property will be deemed to have occurred on January 1 of such year.

1.3 "Company" shall mean Stion Corporation, a Delaware corporation, as hereinbefore defined, together with all permitted successors and assigns.

1.4 "Company Property" shall mean and include all real and personal property or property interests included in or related to the Project and which would be subject to ad valorem taxation to the Company but for this FILA, including, without limitation, real property, real property interests such as easements, real property improvements, all tangible personal property such as machinery, equipment, office furnishings and equipment, leasehold interests in real or personal property, raw materials, work-in-process and finished goods inventories, and any and all other property or property interests which would be taxed to the Company but for this FILA. The term "Company Property" does not mean or include property that is, by virtue of statute, custom, practice or action of local authorities, either non-taxable or exempted from ad valorem taxation.

1.5 "Extended Fee Term" shall mean a period of up to five (5) years after the Initial Fee Term, representing the unexpired portion of any Fee Payment Period for any Additional Property placed into service after the First Assessment Date but prior to the Sixth Assessment Date

and for which the ten (10) year Fee Payment Period would extend beyond the end of the Initial Fee Term.

1.6 "Fee Payment" shall mean the payment made annually by the Company entity to satisfy its Fee-in-Lieu obligations under this Agreement.

1.7 "Fee Payment Period" shall mean, with respect to each item or component of Property or taxable Company Property interest, a period of ten (10) consecutive years.

1.8 "Fee Property" shall mean any and all Company Property which would be subject to ad valorem taxation during the Fee Payment Period but for this FILA, specifically excluding, however, finished goods inventory. Company Property which is otherwise subject to an exemption from all ad valorem taxation is not defined as Fee Property. After any item of Company Property has been treated as Fee Property not subject to ad valorem taxation for a period of ten (10) years, it becomes Non-Fee Property, is no longer Fee Property and is subject to ad valorem taxation in accordance with the provisions of this Agreement and Mississippi law.

1.9 "First Assessment Date" shall mean the first Assessment Date following the Qualification Date.

1.10 "First Fee Year" shall mean the tax year which begins with the First Assessment Date.

1.11 "Hattiesburg Site" shall mean the real property described on Exhibit B attached hereto.

1.12 "Initial Fee Term" shall mean a period of ten (10) consecutive years beginning on the First Assessment Date.

1.13 "Non-Fee Property" shall mean individual items or components of Fee Property which have already received a Fee-in-Lieu for ten (10) years and which are thereafter subject to

full ad valorem tax taxation in accordance with the provisions of this Agreement and Mississippi law.

1.14 "Original Property" shall mean Company Property which was present in the County and otherwise taxable in the First Fee Year.

1.15 "Project" shall mean the Company's facility located in the City of Hattiesburg, Forrest County, and used for manufacturing solar panels, as well as related property or investments located at the Project Site as well as other locations in the County where the Company carries on operations related to said manufacturing operations, such as temporary or ancillary facilities, and shall include all machinery, equipment, office furnishings, fixtures and similar items necessary for such manufacturing process.

1.16 "Project Site" shall mean that portion of the Hattiesburg Site owned or leased by the Company.

1.17 "Qualification Date" shall mean the date on or after the Start of Commercial Production on which the Company shall have made the Minimum Capital Investment.

1.18 "Sixth Assessment Date" shall mean the Assessment Date which begins the sixth year of the Initial Fee Term, i.e. five (5) years after the First Fee Year.

1.19 "Sixth Fee Year" shall mean the tax year which begins with the Sixth Assessment Date.

1.20 "Start of Commercial Production" shall mean the date on which commercial production of solar panels, as evidenced by product invoiced for sale, commences from the Project.

1.21 "Taxes Otherwise Payable" shall have the meaning set forth in Section 4(a)(i) below.

Section 2. Consent and Approval.

(a) The City and the County agree that, upon the Qualification Date, the Project and the Company's ownership interests therein will be eligible for the Fee-in-Lieu granted by this Agreement.

(b) As evidenced by the Certificate of Approval attached to this Agreement as Exhibit A, MDA has consented to and approved the agreement of the City and the County to grant a Fee-in-Lieu to the Company and the Project as set forth in Section 4 below and has specifically approved this FILA.

(c) The County, pursuant to a resolution duly approved and adopted by its Board of Supervisors in the form and manner required by law, and the City, pursuant to a resolution duly approved and adopted by its City Council in the form and manner required by law, hereby contract for and grant a Fee-in-Lieu to the Company and the Project, conditioned upon the Project satisfying the Minimum Capital Investment, as more particularly described in Section 4 below.

Section 3. Company Representations and Undertakings.

(a) The Company represents and warrants that the capital costs incurred with respect to the Project in the State, determined in accordance with generally accepted accounting principles, will equal or exceed the Minimum Capital Investment prior to the Start of Commercial Production. The Minimum Capital Investment shall not include non-capitalizable costs under GAAP or non-taxable soft costs, but shall include capital costs paid by the Company for infrastructure required by the Project even though said property will not be owned by the Company.

(b) Upon satisfaction of the Minimum Capital Investment, the Company will provide a certificate to that effect to MDA, the County, and the City, duly executed by an officer with authority.

(c) Following the Start of Commercial Production, the Company will provide a certificate to MDA, the City and the County, duly executed by an officer with authority stating that commercial production has started, specifying the date thereof and designating the Qualification Date.

Section 4. Fee-in-Lieu.

(a) Amount. The annual Fee-in-Lieu amount shall be equal to one-third (1/3) of the total of all ad valorem taxes otherwise due and payable for that tax year on Fee Property as follows:

(i) The Fee-in-Lieu payment to be made hereunder is not a fixed dollar amount, but rather is an amount equal to one-third (1/3) of the ad valorem taxes that would, but for this Agreement, be payable upon the Fee Property (the "Taxes Otherwise Payable"). As a consequence, the amount of the Fee-in-Lieu payment may change annually based upon changes in the assessed value of the Fee Property or based upon increases or decreases in the total tax millage rate used to calculate the Taxes Otherwise Payable. In this respect, if the aggregate of the County, City and local school district and community college (jointly "School District") millage rates are increased or decreased and such increase or decrease is applicable generally to all taxpayers, then the Fee-in-Lieu Payment will be increased or decreased so as to remain equivalent to the one-third (⅓) of Taxes Otherwise Payable resulting from such higher or lower aggregate millage. For purposes of the Agreement, the Fee Property shall not include finished goods inventory,

and such finished goods inventory will be assessed and taxed separately and shall be subject to exemptions to be granted by the County and the City pursuant to Sections 6(a) and 6(c) of the Agreement.

(ii) The amount of the Fee-in-Lieu payment is to be calculated based only upon the Taxes Otherwise Payable, including school district taxes, community college taxes, City taxes, County taxes and state taxes levied under Code Section 27-39-329. Non-Fee Property shall not be considered in the determination of Taxes Otherwise Payable. Similarly, any Company Property which is exempted by statute or non-taxable by local custom from all ad valorem tax, shall not be considered in the determination of Taxes Otherwise Payable for calculation of the amount of the Fee-in-Lieu payment.

(iii) The amounts paid under this Agreement shall be apportioned among the County, City and the School District in the respective amounts which shall be equal to each entity's pro rata share based upon the proportion that the millage imposed for that entity by the appropriate levying authority bears to the total millage imposed by all levying authorities.

(b) Term. The total term of the Fee-in-Lieu shall be fifteen (15) years. However, no item or component of, or interest in, Company Property will receive the benefits of the Fee-in-Lieu for more than ten (10) years as follows:

(i) With respect to Original Property, the Fee-in-Lieu will commence in the First Fee Year and continue for a consecutive period of ten (10) years. Based upon the Company's representation that the Start of Commercial Production occurred after the Assessment Date for the 2012 tax year, the parties anticipate that the First Fee Year will

be tax year 2013, and that the Initial Fee Term will run through the end of the 2022 tax year.

(ii) With respect to Additional Property which is placed into service after the First Assessment Date but prior to the Sixth Assessment Date, the Fee-in-Lieu will commence on the Assessment Date applicable to each item of said property and will continue for a period of ten (10) consecutive years, notwithstanding the fact that the Fee-in-Lieu extends into the Extended Fee Term. Any Company Property placed in service after the Sixth Assessment Date will not be subject to or included in the Fee-in-Lieu and will be subject to full taxation. Based upon the Company's representations described in Section 4(b)(i) above, the parties anticipate that the Sixth Assessment Date will be January 1, 2018 (or for certain property not later than March 1, 2018), and that the Sixth Fee Year will be 2018, and that property placed into service thereafter will not be subject to the Fee-in-Lieu.

(iii) In the event the Start of Commercial Production occurs before the Company has satisfied the Minimum Capital Investment, i.e., before the Qualification Date, then upon proper application the Company will be entitled to the exemptions set forth in Section 6 until such time as the Minimum Capital Investment has been made and the term of the Fee-in-Lieu begins or such maximum period of time allowed by statute, whichever is shorter. However, in no event shall the total term of the exemptions under Section 6 and the Fee-in-Lieu exceed ten (10) years with respect to any single item or component of, or interest, in Company Property.

(iv) The parties agree that cessation of Project operations for a continuous period of twelve (12) months or more, excluding events caused by force majeure shall,

cause this Agreement, and all unexpired exemptions and agreement terms relating to the fee-in-lieu arrangement referenced herein to become void on a proactive or going forward basis without necessity for official action by the governing authorities of either County or City, provided that in such event, if the Project operations are begun at a later date, a new fee-in-lieu arrangement may be granted subject to the same terms, approval and certification of the Agreement for the unexpired balance of the period covered by the original fee-in-lieu provided by this Agreement.

(c) No Special Levies. During the Fee Term, no special tax levies in the nature of taxes, franchise fees or special assessments will be imposed by the County or the City against the Company or the Project which are not imposed against all taxpayers in the County generally.

(d) Determination of Fee Amount, Billing and Payment.

(i) The Tax Assessor, the City, the County and the Company, in performing and carrying out the terms of this Agreement, will employ the statutory process for determination of the ad valorem Taxes Otherwise Payable up to the point that the Company tax rolls are approved by the Mississippi Department of Revenue ("MDOR"). Said process shall include an annual rendition by the Company, annual determination of true value and assessed value of the Fee Property by the Tax Assessor and determination of applicable tax millage rates. The amount of Taxes Otherwise Payable will be determined based upon the assessed value of Fee Property and the total ad valorem tax millage rate for the tax year in question, and the Fee-in-Lieu payment will be one-third (1/3) of that amount.

(ii) The County will issue a statement showing the amount of Fee-in-Lieu

payment (County's Statement) not later than December 31 of each year. The statement shall include the underlying calculations used to compute the amounts owed.

(iii) Payment will be due on February 1 of the subsequent year or thirty (30) days after receipt of the County's Statement, whichever is later.

(iv) A penalty of one percent (1%) per month after the due date will be assessed for failure to pay the amount shown on the County's Statement when due.

(v) In the event that after issuance of the County's Statement there remains a dispute regarding the amount of the Fee-in-Lieu payment, the Tax Assessor, the City and the Company will first confer in good faith. If they do not agree to a resolution of the dispute within a reasonable time, any party may bring an action in a court of competent jurisdiction to resolve the dispute. Because the Fee-in-Lieu payment is not a tax, the case need not be filed or prosecuted as a tax appeal pursuant to Sections 11-51-77 or 27-35-119 of the Mississippi Code or other statutory mechanism. The Company may pay the disputed amount into the registry of the court and thereby avoid the imposition of the 1% per month penalty referenced above.

Section 5. Assessment. The Company, the County, the City and the Tax Assessor agree as follows:

(a) Company-Owned Property Prior to Start of Commercial Production. Consistent with the policy and practice of the Tax Assessor of not attributing a taxable value to real property improvements and personal property prior to its being placed into commercial operation, the Parties agree that real property improvements and personal property owned by the Company will not be assigned a value for ad valorem tax purposes (and consequently the Company will not

have any obligation for any Fee-in-Lieu payments or ad valorem tax payments) until the Start of Commercial Production.

(b) After the Applicable Term. After the initial ten (10) year Fee Payment Period, the Company's Original Property will become Non-Fee Property and will no longer be subject to the Fee- in-Lieu. After each item of Additional Property has been subject to the Fee-in-Lieu for ten (10) years, it becomes Non-Fee Property and will no longer be subject to the Fee-in-Lieu. Said Non-Fee Property will be assessed and taxed in accordance with Mississippi law and as provided in this Agreement, and any dispute regarding assessment or taxation shall be resolved as provided herein.

(c) Appraisal and Depreciation. The Tax Assessor, the City and the County agree that at all times after the Start of Commercial Production, the Company Property is to be assessed based upon its fair market value and that much of it is special use property which has a limited useful life due to special circumstances pertaining to the Company's manufacturing process.

For taxable personal property representing manufacturing equipment, the annual true value and assessed value will be determined in accordance with the provisions of the MDOR ad valorem tax rules (or any successor rules), the then-applicable provisions of Mississippi law and recognized appraisal principles. Additionally, if the Company presents evidence meeting the requirements of the MDOR guidelines of additional physical deterioration and/or obsolescence, including functional obsolescence, then the Tax Assessor will consider and, if such evidence is adequate, implement such additional depreciation in accordance with the then-applicable legal provisions.

In determining the true value of any property, the Tax Assessor will assess Company Property in a manner consistent with the assessment of property owned by other taxpayers, so as to achieve uniform and equal treatment of all taxpayers. In so doing, if the Tax Assessor implements appraisal methods or principles to reduce an assessment for any similarly-situated taxpayer, said methods or principles will be implemented for Company Property.

In the event any of the City, County or the Company believes that the methodology set forth above does not accurately calculate, or that the determined true value does not represent, fair market value for an asset, the parties (with the City and County acting together) shall jointly select an appraiser (or failing agreement, each shall select an appraiser who shall select a third neutral appraiser) who has experience in the appraisal of manufacturing facilities and equipment and who is certified by a recognized professional appraisal organization and is licensed by the State of Mississippi Appraisal Board to provide a market value appraisal for use by the parties in determining the true value of the asset. For real property and improvements, said process is only applicable at the initial appraisal and each appraisal required by the MDOR guidelines (generally every four years) to establish the true value of the real property. The Company and the City/County shall share equally the fees of any appraiser(s) so selected.

The City/County and the Tax Assessor agree to apply to Company property accelerated depreciation factors allowed under Mississippi law, regulation or policy for property of the same type and use as the Company's property. The City/County and the Tax Assessor agree to offer the Company the treatment with regard to tax exemptions at least as favorable as that offered to any other taxpayer.

(d) Assessment Methodology. The City, the County and the Tax Assessor agree that the assessed valuation of property owned by the Company shall be determined by the same

methodology as applied to similar properties located in the County, and not by any other methodology that results in a higher assessed value. The City, the County and the Tax Assessor agree that the valuation methods used to arrive at this valuation are based upon sound recognized economic principles, are in compliance with Mississippi law and are appropriate and reasonable under the circumstances. Based upon the significant economic impact of the Company's commitments as set forth in the MOU, the City, the County and the Tax Assessor acknowledge that application of these valuation methods is in the best interest of the State, City and County and that Company has materially relied on such valuation in deciding to locate the Project in the County.

Section 6. Other Agreements Regarding Taxation.

(a) Finished Goods Exemption. The City and the County agree that, in addition to the Fee-in-Lieu granted under this Agreement and to any other exemption allowed by law, the exemption allowed by Section 27-31-7 of the Mississippi Code of 1972, as amended, will be granted for Company Property described therein, commencing with the Start of Commercial Production. This exemption shall not apply to Company Property covered by the Free Port Warehouse Exemption described in Section 6(c) below.

(b) Ten-Year Industrial Exemption. The City and the County agree that the ten-year exemption for new investment in plant and equipment allowed by Sections 27-31-101 and 27-31-105(1) of the Mississippi Code of 1972, as amended, will be granted for all Company Property qualified therefor which is not then Fee Property nor exempt from all ad valorem taxation. Notwithstanding the foregoing, no exemption shall be provided from taxes under this subsection (b) for school district taxes, or the State mandated general county levy.

(c) Free Port Warehouse Exemption. The Free Port Warehouse license and exemption allowed by Section 27-31-51, et seq., Mississippi Code of 1972, as amended, will be granted for Company Property qualified therefor upon filing of proper applications by the Company.

Section 7. Additional Provisions.

(a) Assignment and Other Ownership Changes. The parties agree that the benefits of this Agreement are granted to the Project. The City, the County, the Tax Assessor, and MDA consent, without any requirement of further approval, to the assignment by the Company, in whole or in part, of its ownership rights in the Project and/or this Agreement and the rights and duties thereunder, and any subsequent assignment, to any person or entity which accepts and agrees to the obligations and commitments contained in this Agreement and the MOU. The Company agrees to give prompt notice of any such assignment to MDA, the City and the County, and in any event will provide notice in time for the Tax Assessor to properly direct the annual statement described in Section 4(d)(ii) of this Agreement. The parties agree that the tax benefits granted herein shall inure to the benefit of the Company's successors and assigns which may lawfully receive the benefits hereunder. This Agreement shall be binding upon the parties, their respective assigns and successors in title, and any owner of the Project which benefits from this Agreement.

(b) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. This Agreement may not be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought. Nothing in this Agreement, express or

implied, shall be construed to give any person or entity (other than the parties hereto, their successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, condition or provision contained herein.

(c) Presumption. No presumption will apply in favor of any party hereto in the interpretation of this Agreement or in the resolution of any ambiguity of any provision hereof.

(d) Severability. If any clause, provision, or section of this Agreement is held to be illegal or invalid, the invalidity of such clause, or provision or section shall not affect any of the remaining clauses, provisions, or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision, or section had not been contained herein. If any abatement or exemption provided in this Agreement is held to be illegal or invalid in whole or in part, this Agreement shall be construed to provide the maximum lawful tax benefit for the Company for the maximum lawful term.

(e) Counterparts. This Agreement may be executed in any number of counterparts each of which, when so executed and delivered, shall be an original, but all such counterparts shall together be one and the same agreement.

(f) Applications and Documentation. The Company acknowledges and agrees that it will file such documentation or applications as may be required by the laws of the State of Mississippi to result in the Project being taxed as provided for in this Agreement. The City, the County and the Tax Assessor each agree that they will promptly consider and approve any such documentation or applications to the extent required to ensure that the Project is taxed as provided in this Agreement. The parties agree that a Fee-in-Lieu under Code Section 27-31-104 or 27-31-105(2) is a fee in lieu of tax and not an exemption from tax. Consequently, the provisions of Code Sections 27-31-101 through 27-31-117, as the same relate to exemptions, do

not apply to the Fee-in-Lieu or this FILA.

(g) Notices. Any notices under this Agreement shall be in writing and shall be addressed as follows:

City of Hattiesburg	**Mayor Johnny L. DuPree** 200 Forrest Street (39401) P.O. Box 1898 Hattiesburg, MS 39403-1898 Fax: 601-545-4608
Forrest County, Mississippi	**Forrest County Board of Supervisors** David Hogan, President 641 North Main Street (39401) P.O. Box 1310 Hattiesburg, MS 39403-1310 Fax: 601-545-6095
Forrest County Tax Assessor	**Tax Assessor** Mary Ann Palmer 601 North Main Street (39401) P.O. Box 1626 Hattiesburg, MS 39403-1626 Fax: 601-545-6180
Mississippi Development Authority	**Executive Director** 501 North West St. (39202) Post Office Box 849 Jackson, MS 39205-3613 Fax: 601-359-3613
Stion Corporation	**Chief Executive Officer** Chester Farris 6321 St. Ignacid Avenue San Jose, CA 95119
With a copy to:	Otis R. Tims Mitchell, McNutt & Sams, P.A. 105 South Front Street P. O. Box 7120 Tupelo, MS 38802-7120 662-842-3871 Fax 662-842-8450

(h) The provisions of Sections 5, 6, and 7 are intended to extend beyond the Fee Payment Period.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first above written.

FORREST COUNTY, MISSISSIPPI

_____
David Hogan, President,
Board of Supervisors

CITY OF HATTIESBURG, MISSISSIPPI

_____
Johnny L. DuPree, Mayor

TAX ASSESSOR OF FORREST COUNTY

_____
Mary Ann Palmer, Forrest County Tax Assessor

STION CORPORATION

_____
_____, Chief Financial Officer

EXHIBIT "A"

CERTIFICATE OF FINAL APPROVAL
OF THE
MISSISSIPPI DEVELOPMENT AUTHORITY

As required by Section 27-31-104, Mississippi Code of 1972, as amended (2012) (the "Code"), the Mississippi Development Authority ("MDA"), an agency of and acting for and on behalf of the State of Mississippi, has reviewed certain provisions of the Fee-in-Lieu of Ad Valorem Taxation Agreement ("Agreement") among the Board of Supervisors of Forrest County, Mississippi, the Forrest County Tax Assessor, and the City of Hattiesburg, Mississippi (collectively "Taxing Authorities") and Stion Corporation (the "Company"), which it deemed relevant to its statutory duties under Section 27-31-104 of the Code and that relate to a Fee-in-Lieu of ad valorem property taxes approved by the Taxing Authorities for the benefit of and granted to the Company and the Project (as defined in the Agreement).

MDA now finds that the relevant provisions of the Agreement (specifically including, but not necessarily limited, to Section of the Agreement), regarding a Fee-in-Lieu under Section 27-31-104, satisfy the statutory requirements of Sections 17-25-23 and 27-31-104 in that the Project received a loan pursuant to Section 57-1-221, and that Agreement: is made with respect to the Project, which is an "enterprise" as described in Section 27-31-101 of the Code; requires an investment of not less than One Hundred Million Dollars ($100,000,000.00) in the Project in the state in order to qualify for the Fee-in-Lieu; provides that the Fee-in-Lieu will not be less than one-third (⅓) of the Taxes which would otherwise be levied and due on the assessable Project property; allows the school districts to receive their statutorily required pro rata share of the annual Fee-in-Lieu payment; and provides for a Term of not more than twenty (20) years (as authorized by Section 17-25-23(4)). MDA does not express any opinion as to the other provisions of the Agreement not related to the application of Sections 17-25-23 and 27-31-104.

This Certificate of Final Approval is intended to and does constitute the statutorily-required final approval by the MDA of the Fee-in-Lieu for the Project Company's Project in Forrest County, Mississippi pursuant to Sections 27-31-104, and no further application need be filed pursuant to Section 27-31-101 *et seq*. and no approvals need be given by the Mississippi Department of Revenue.

APPROVED this the _____ day of _____, 2012.

MISSISSIPPI DEVELOPMENT AUTHORITY

By:_____
Brent Christensen, Executive Director

Date:_____, 2012

EXHIBIT B

Real Property Description

FEE-IN-LIEU OF AD VALOREM TAXATION AGREEMENT

This Fee-in-Lieu Agreement ("Agreement") is made and entered into as of May 23rd, 2013, by and among Forrest County, Mississippi (the "County"), the Tax Assessor of Forrest County, Mississippi (the "Tax Assessor"), the City of Hattiesburg, Mississippi (the "City"), and Stion Corporation, a Delaware corporation, or its subsidiary or affiliate (the "Company").

RECITALS:

WHEREAS, the Company contemplates the establishment of an industrial plant in the southern United States for the purpose of manufacturing solar panels, which plant is projected to create a minimum of one thousand (1,000) new full-time jobs and to require an investment of at least Five Hundred Million Dollars ($500,000,000.00) in the County; and

WHEREAS, the County, the City, the Tax Assessor and the Mississippi Development Authority ("MDA") are desirous of having the Company locate the Project (as defined in Section 1.15 below) in the County; and

WHEREAS, the County, the City, the Tax Assessor, MDA and the Company have determined that the Hattiesburg Site (as defined in Section 1.11 below) is suitable for the Project; and

WHEREAS, the Company has entered into a Memorandum of Understanding with MDA, the County and the City (the "MOU") to induce the Company to locate the Project at the Hattiesburg Site; and

WHEREAS, the Project will be eligible to pay a fee in-lieu of ad valorem taxes pursuant to Section 27-31-104 of the Mississippi Code of 1972, as amended, (the "Fee-in-Lieu") (Sections of the Mississippi Code being hereinafter referred to as "Section") when capital investment in the Project reaches One Hundred Million Dollars ($100,000,000.00) (the "Minimum Capital Investment"); and

WHEREAS, by virtue of the Company having received a loan pursuant to Section 57-1-221, the County and City are authorized to grant, and the MDA is authorized to approve, a Fee-in-Lieu with a term of up to fifteen (15) years; and

WHEREAS, the MOU sets forth the agreement of the parties thereto for the Company to enter into a Fee-in-Lieu agreement ("FILA") with the County and the City, and, pursuant to said MOU, the County, the City, the Tax Assessor and the Company have negotiated this FILA providing for fee-in-lieu payments in an amount equal to one-third (1/3) of the then current total of all ad valorem taxes applicable to property eligible for the Fee-in-Lieu and otherwise payable by the Company related thereto; and

WHEREAS, upon execution of this FILA, the parties will submit to MDA the Certificate of Approval attached to this FILA as Exhibit A in order for MDA to give its final approval to the terms of this FILA, as required by Section 27-31-104;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, the parties agree as follows:

Section 1. Definitions. The following capitalized terms shall be defined as follows:

1.1 "Additional Property" shall mean any Fee Property which was purchased, constructed or brought into the County and placed into service after the First Assessment Date but during

the first five (5) years of Initial Fee Term and which is otherwise taxable after the First Fee Year.

1.2 "Assessment Date" shall mean, for Original Property, the January 1 following the Qualification Date, and for Additional Property, the January 1 following the placement into commercial service of that additional property. However, if either the Qualification Date or placement into commercial service occurs between January 1 and March 1 of a calendar year, then the Assessment Date for each such item of property will be deemed to have occurred on January 1 of such year.

1.3 "Company" shall mean Stion Corporation, a Delaware corporation, as hereinbefore defined, together with all permitted successors and assigns.

1.4 "Company Property" shall mean and include all real and personal property or property interests included in or related to the Project and which would be subject to ad valorem taxation to the Company but for this FILA, including, without limitation, real property, real property interests such as easements, real property improvements, all tangible personal property such as machinery, equipment, office furnishings and equipment, leasehold interests in real or personal property, raw materials, work-in-process and finished goods inventories, and any and all other property or property interests which would be taxed to the Company but for this FILA. The term "Company Property" does not mean or include property that is, by virtue of statute, custom, practice or action of local authorities, either non-taxable or exempted from ad valorem taxation.

1.5 "Extended Fee Term" shall mean a period of up to five (5) years after the Initial Fee Term, representing the unexpired portion of any Fee Payment Period for any Additional Property placed into service after the First Assessment Date but prior to the Sixth Assessment Date

and for which the ten (10) year Fee Payment Period would extend beyond the end of the Initial Fee Term.

1.6 "Fee Payment" shall mean the payment made annually by the Company entity to satisfy its Fee-in-Lieu obligations under this Agreement.

1.7 "Fee Payment Period" shall mean, with respect to each item or component of Property or taxable Company Property interest, a period of ten (10) consecutive years.

1.8 "Fee Property" shall mean any and all Company Property which would be subject to ad valorem taxation during the Fee Payment Period but for this FILA, specifically excluding, however, finished goods inventory. Company Property which is otherwise subject to an exemption from all ad valorem taxation is not defined as Fee Property. After any item of Company Property has been treated as Fee Property not subject to ad valorem taxation for a period of ten (10) years, it becomes Non-Fee Property, is no longer Fee Property and is subject to ad valorem taxation in accordance with the provisions of this Agreement and Mississippi law.

1.9 "First Assessment Date" shall mean the first Assessment Date following the Qualification Date.

1.10 "First Fee Year" shall mean the tax year which begins with the First Assessment Date.

1.11 "Hattiesburg Site" shall mean the real property described on Exhibit B attached hereto.

1.12 "Initial Fee Term" shall mean a period of ten (10) consecutive years beginning on the First Assessment Date.

1.13 "Non-Fee Property" shall mean individual items or components of Fee Property which have already received a Fee-in-Lieu for ten (10) years and which are thereafter subject to

full ad valorem tax taxation in accordance with the provisions of this Agreement and Mississippi law.

1.14 "Original Property" shall mean Company Property which was present in the County and otherwise taxable in the First Fee Year.

1.15 "Project" shall mean the Company's facility located in the City of Hattiesburg, Forrest County, and used for manufacturing solar panels, as well as related property or investments located at the Project Site as well as other locations in the County where the Company carries on operations related to said manufacturing operations, such as temporary or ancillary facilities, and shall include all machinery, equipment, office furnishings, fixtures and similar items necessary for such manufacturing process.

1.16 "Project Site" shall mean that portion of the Hattiesburg Site owned or leased by the Company.

1.17 "Qualification Date" shall mean the date on or after the Start of Commercial Production on which the Company shall have made the Minimum Capital Investment.

1.18 "Sixth Assessment Date" shall mean the Assessment Date which begins the sixth year of the Initial Fee Term, i.e. five (5) years after the First Fee Year.

1.19 "Sixth Fee Year" shall mean the tax year which begins with the Sixth Assessment Date.

1.20 "Start of Commercial Production" shall mean the date on which commercial production of solar panels, as evidenced by product invoiced for sale, commences from the Project.

1.21 "Taxes Otherwise Payable" shall have the meaning set forth in Section 4(a)(i) below.

Section 2. Consent and Approval.

(a) The City and the County agree that, upon the Qualification Date, the Project and the Company's ownership interests therein will be eligible for the Fee-in-Lieu granted by this Agreement.

(b) As evidenced by the Certificate of Approval attached to this Agreement as Exhibit A, MDA has consented to and approved the agreement of the City and the County to grant a Fee-in-Lieu to the Company and the Project as set forth in Section 4 below and has specifically approved this FILA.

(c) The County, pursuant to a resolution duly approved and adopted by its Board of Supervisors in the form and manner required by law, and the City, pursuant to a resolution duly approved and adopted by its City Council in the form and manner required by law, hereby contract for and grant a Fee-in-Lieu to the Company and the Project, conditioned upon the Project satisfying the Minimum Capital Investment, as more particularly described in Section 4 below.

Section 3. Company Representations and Undertakings.

(a) The Company represents and warrants that the capital costs incurred with respect to the Project in the State, determined in accordance with generally accepted accounting principles, will equal or exceed the Minimum Capital Investment prior to the Start of Commercial Production. The Minimum Capital Investment shall not include non-capitalizable costs under GAAP or non-taxable soft costs, but shall include capital costs paid by the Company for infrastructure required by the Project even though said property will not be owned by the Company.

(b) Upon satisfaction of the Minimum Capital Investment, the Company will provide a certificate to that effect to MDA, the County, and the City, duly executed by an officer with authority.

(c) Following the Start of Commercial Production, the Company will provide a certificate to MDA, the City and the County, duly executed by an officer with authority stating that commercial production has started, specifying the date thereof and designating the Qualification Date.

Section 4. Fee-in-Lieu.

(a) Amount. The annual Fee-in-Lieu amount shall be equal to one-third (1/3) of the total of all ad valorem taxes otherwise due and payable for that tax year on Fee Property as follows:

(i) The Fee-in-Lieu payment to be made hereunder is not a fixed dollar amount, but rather is an amount equal to one-third (1/3) of the ad valorem taxes that would, but for this Agreement, be payable upon the Fee Property (the "Taxes Otherwise Payable"). As a consequence, the amount of the Fee-in-Lieu payment may change annually based upon changes in the assessed value of the Fee Property or based upon increases or decreases in the total tax millage rate used to calculate the Taxes Otherwise Payable. In this respect, if the aggregate of the County, City and local school district and community college (jointly "School District") millage rates are increased or decreased and such increase or decrease is applicable generally to all taxpayers, then the Fee-in-Lieu Payment will be increased or decreased so as to remain equivalent to the one-third (⅓) of Taxes Otherwise Payable resulting from such higher or lower aggregate millage. For purposes of the Agreement, the Fee Property shall not include finished goods inventory,

and such finished goods inventory will be assessed and taxed separately and shall be subject to exemptions to be granted by the County and the City pursuant to Sections 6(a) and 6(c) of the Agreement.

(ii) The amount of the Fee-in-Lieu payment is to be calculated based only upon the Taxes Otherwise Payable, including school district taxes, community college taxes, City taxes, County taxes and state taxes levied under Code Section 27-39-329. Non-Fee Property shall not be considered in the determination of Taxes Otherwise Payable. Similarly, any Company Property which is exempted by statute or non-taxable by local custom from all ad valorem tax, shall not be considered in the determination of Taxes Otherwise Payable for calculation of the amount of the Fee-in-Lieu payment.

(iii) The amounts paid under this Agreement shall be apportioned among the County, City and the School District in the respective amounts which shall be equal to each entity's pro rata share based upon the proportion that the millage imposed for that entity by the appropriate levying authority bears to the total millage imposed by all levying authorities.

(b) Term. The total term of the Fee-in-Lieu shall be fifteen (15) years. However, no item or component of, or interest in, Company Property will receive the benefits of the Fee-in-Lieu for more than ten (10) years as follows:

(i) With respect to Original Property, the Fee-in-Lieu will commence in the First Fee Year and continue for a consecutive period of ten (10) years. Based upon the Company's representation that the Start of Commercial Production occurred after the Assessment Date for the 2012 tax year, the parties anticipate that the First Fee Year will

be tax year 2013, and that the Initial Fee Term will run through the end of the 2022 tax year.

(ii) With respect to Additional Property which is placed into service after the First Assessment Date but prior to the Sixth Assessment Date, the Fee-in-Lieu will commence on the Assessment Date applicable to each item of said property and will continue for a period of ten (10) consecutive years, notwithstanding the fact that the Fee-in-Lieu extends into the Extended Fee Term. Any Company Property placed in service after the Sixth Assessment Date will not be subject to or included in the Fee-in-Lieu and will be subject to full taxation. Based upon the Company's representations described in Section 4(b)(i) above, the parties anticipate that the Sixth Assessment Date will be January 1, 2018 (or for certain property not later than March 1, 2018), and that the Sixth Fee Year will be 2018, and that property placed into service thereafter will not be subject to the Fee-in-Lieu.

(iii) In the event the Start of Commercial Production occurs before the Company has satisfied the Minimum Capital Investment, i.e., before the Qualification Date, then upon proper application the Company will be entitled to the exemptions set forth in Section 6 until such time as the Minimum Capital Investment has been made and the term of the Fee-in-Lieu begins or such maximum period of time allowed by statute, whichever is shorter. However, in no event shall the total term of the exemptions under Section 6 and the Fee-in-Lieu exceed ten (10) years with respect to any single item or component of, or interest, in Company Property.

(iv) The parties agree that cessation of Project operations for a continuous period of twelve (12) months or more, excluding events caused by force majeure shall,

cause this Agreement, and all unexpired exemptions and agreement terms relating to the fee-in-lieu arrangement referenced herein to become void on a proactive or going forward basis without necessity for official action by the governing authorities of either County or City, provided that in such event, if the Project operations are begun at a later date, a new fee-in-lieu arrangement may be granted subject to the same terms, approval and certification of the Agreement for the unexpired balance of the period covered by the original fee-in-lieu provided by this Agreement.

(c) No Special Levies. During the Fee Term, no special tax levies in the nature of taxes, franchise fees or special assessments will be imposed by the County or the City against the Company or the Project which are not imposed against all taxpayers in the County generally.

(d) Determination of Fee Amount, Billing and Payment.

(i) The Tax Assessor, the City, the County and the Company, in performing and carrying out the terms of this Agreement, will employ the statutory process for determination of the ad valorem Taxes Otherwise Payable up to the point that the Company tax rolls are approved by the Mississippi Department of Revenue ("MDOR"). Said process shall include an annual rendition by the Company, annual determination of true value and assessed value of the Fee Property by the Tax Assessor and determination of applicable tax millage rates. The amount of Taxes Otherwise Payable will be determined based upon the assessed value of Fee Property and the total ad valorem tax millage rate for the tax year in question, and the Fee-in-Lieu payment will be one-third (1/3) of that amount.

(ii) The County will issue a statement showing the amount of Fee-in-Lieu

payment (County's Statement) not later than December 31 of each year. The statement shall include the underlying calculations used to compute the amounts owed.

(iii) Payment will be due on February 1 of the subsequent year or thirty (30) days after receipt of the County's Statement, whichever is later.

(iv) A penalty of one percent (1%) per month after the due date will be assessed for failure to pay the amount shown on the County's Statement when due.

(v) In the event that after issuance of the County's Statement there remains a dispute regarding the amount of the Fee-in-Lieu payment, the Tax Assessor, the City and the Company will first confer in good faith. If they do not agree to a resolution of the dispute within a reasonable time, any party may bring an action in a court of competent jurisdiction to resolve the dispute. Because the Fee-in-Lieu payment is not a tax, the case need not be filed or prosecuted as a tax appeal pursuant to Sections 11-51-77 or 27-35-119 of the Mississippi Code or other statutory mechanism. The Company may pay the disputed amount into the registry of the court and thereby avoid the imposition of the 1% per month penalty referenced above.

Section 5. Assessment. The Company, the County, the City and the Tax Assessor agree as follows:

(a) Company-Owned Property Prior to Start of Commercial Production. Consistent with the policy and practice of the Tax Assessor of not attributing a taxable value to real property improvements and personal property prior to its being placed into commercial operation, the Parties agree that real property improvements and personal property owned by the Company will not be assigned a value for ad valorem tax purposes (and consequently the Company will not

have any obligation for any Fee-in-Lieu payments or ad valorem tax payments) until the Start of Commercial Production.

(b) After the Applicable Term. After the initial ten (10) year Fee Payment Period, the Company's Original Property will become Non-Fee Property and will no longer be subject to the Fee- in-Lieu. After each item of Additional Property has been subject to the Fee-in-Lieu for ten (10) years, it becomes Non-Fee Property and will no longer be subject to the Fee-in-Lieu. Said Non-Fee Property will be assessed and taxed in accordance with Mississippi law and as provided in this Agreement, and any dispute regarding assessment or taxation shall be resolved as provided herein.

(c) Appraisal and Depreciation. The Tax Assessor, the City and the County agree that at all times after the Start of Commercial Production, the Company Property is to be assessed based upon its fair market value and that much of it is special use property which has a limited useful life due to special circumstances pertaining to the Company's manufacturing process.

For taxable personal property representing manufacturing equipment, the annual true value and assessed value will be determined in accordance with the provisions of the MDOR ad valorem tax rules (or any successor rules), the then-applicable provisions of Mississippi law and recognized appraisal principles. Additionally, if the Company presents evidence meeting the requirements of the MDOR guidelines of additional physical deterioration and/or obsolescence, including functional obsolescence, then the Tax Assessor will consider and, if such evidence is adequate, implement such additional depreciation in accordance with the then-applicable legal provisions.

In determining the true value of any property, the Tax Assessor will assess Company Property in a manner consistent with the assessment of property owned by other taxpayers, so as to achieve uniform and equal treatment of all taxpayers. In so doing, if the Tax Assessor implements appraisal methods or principles to reduce an assessment for any similarly-situated taxpayer, said methods or principles will be implemented for Company Property.

In the event any of the City, County or the Company believes that the methodology set forth above does not accurately calculate, or that the determined true value does not represent, fair market value for an asset, the parties (with the City and County acting together) shall jointly select an appraiser (or failing agreement, each shall select an appraiser who shall select a third neutral appraiser) who has experience in the appraisal of manufacturing facilities and equipment and who is certified by a recognized professional appraisal organization and is licensed by the State of Mississippi Appraisal Board to provide a market value appraisal for use by the parties in determining the true value of the asset. For real property and improvements, said process is only applicable at the initial appraisal and each appraisal required by the MDOR guidelines (generally every four years) to establish the true value of the real property. The Company and the City/County shall share equally the fees of any appraiser(s) so selected.

The City/County and the Tax Assessor agree to apply to Company property accelerated depreciation factors allowed under Mississippi law, regulation or policy for property of the same type and use as the Company's property. The City/County and the Tax Assessor agree to offer the Company the treatment with regard to tax exemptions at least as favorable as that offered to any other taxpayer.

(d) Assessment Methodology. The City, the County and the Tax Assessor agree that the assessed valuation of property owned by the Company shall be determined by the same

methodology as applied to similar properties located in the County, and not by any other methodology that results in a higher assessed value. The City, the County and the Tax Assessor agree that the valuation methods used to arrive at this valuation are based upon sound recognized economic principles, are in compliance with Mississippi law and are appropriate and reasonable under the circumstances. Based upon the significant economic impact of the Company's commitments as set forth in the MOU, the City, the County and the Tax Assessor acknowledge that application of these valuation methods is in the best interest of the State, City and County and that Company has materially relied on such valuation in deciding to locate the Project in the County.

Section 6. Other Agreements Regarding Taxation.

(a) Finished Goods Exemption. The City and the County agree that, in addition to the Fee-in-Lieu granted under this Agreement and to any other exemption allowed by law, the exemption allowed by Section 27-31-7 of the Mississippi Code of 1972, as amended, will be granted for Company Property described therein, commencing with the Start of Commercial Production. This exemption shall not apply to Company Property covered by the Free Port Warehouse Exemption described in Section 6(c) below.

(b) Ten-Year Industrial Exemption. The City and the County agree that the ten-year exemption for new investment in plant and equipment allowed by Sections 27-31-101 and 27-31-105(1) of the Mississippi Code of 1972, as amended, will be granted for all Company Property qualified therefor which is not then Fee Property nor exempt from all ad valorem taxation. Notwithstanding the foregoing, no exemption shall be provided from taxes under this subsection (b) for school district taxes, or the State mandated general county levy.

(c) Free Port Warehouse Exemption. The Free Port Warehouse license and exemption allowed by Section 27-31-51, et seq., Mississippi Code of 1972, as amended, will be granted for Company Property qualified therefor upon filing of proper applications by the Company.

Section 7. Additional Provisions.

(a) Assignment and Other Ownership Changes. The parties agree that the benefits of this Agreement are granted to the Project. The City, the County, the Tax Assessor, and MDA consent, without any requirement of further approval, to the assignment by the Company, in whole or in part, of its ownership rights in the Project and/or this Agreement and the rights and duties thereunder, and any subsequent assignment, to any person or entity which accepts and agrees to the obligations and commitments contained in this Agreement and the MOU. The Company agrees to give prompt notice of any such assignment to MDA, the City and the County, and in any event will provide notice in time for the Tax Assessor to properly direct the annual statement described in Section 4(d)(ii) of this Agreement. The parties agree that the tax benefits granted herein shall inure to the benefit of the Company's successors and assigns which may lawfully receive the benefits hereunder. This Agreement shall be binding upon the parties, their respective assigns and successors in title, and any owner of the Project which benefits from this Agreement.

(b) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. This Agreement may not be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought. Nothing in this Agreement, express or

implied, shall be construed to give any person or entity (other than the parties hereto, their successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, condition or provision contained herein.

(c) Presumption. No presumption will apply in favor of any party hereto in the interpretation of this Agreement or in the resolution of any ambiguity of any provision hereof.

(d) Severability. If any clause, provision, or section of this Agreement is held to be illegal or invalid, the invalidity of such clause, or provision or section shall not affect any of the remaining clauses, provisions, or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision, or section had not been contained herein. If any abatement or exemption provided in this Agreement is held to be illegal or invalid in whole or in part, this Agreement shall be construed to provide the maximum lawful tax benefit for the Company for the maximum lawful term.

(e) Counterparts. This Agreement may be executed in any number of counterparts each of which, when so executed and delivered, shall be an original, but all such counterparts shall together be one and the same agreement.

(f) Applications and Documentation. The Company acknowledges and agrees that it will file such documentation or applications as may be required by the laws of the State of Mississippi to result in the Project being taxed as provided for in this Agreement. The City, the County and the Tax Assessor each agree that they will promptly consider and approve any such documentation or applications to the extent required to ensure that the Project is taxed as provided in this Agreement. The parties agree that a Fee-in-Lieu under Code Section 27-31-104 or 27-31-105(2) is a fee in lieu of tax and not an exemption from tax. Consequently, the provisions of Code Sections 27-31-101 through 27-31-117, as the same relate to exemptions, do

not apply to the Fee-in-Lieu or this FILA.

(g) Notices. Any notices under this Agreement shall be in writing and shall be addressed as follows:

City of Hattiesburg	**Mayor Johnny L. DuPree** 200 Forrest Street (39401) P.O. Box 1898 Hattiesburg, MS 39403-1898 Fax: 601-545-4608
Forrest County, Mississippi	**Forrest County Board of Supervisors** David Hogan, President 641 North Main Street (39401) P.O. Box 1310 Hattiesburg, MS 39403-1310 Fax: 601-545-6095
Forrest County Tax Assessor	**Tax Assessor** Mary Ann Palmer 601 North Main Street (39401) P.O. Box 1626 Hattiesburg, MS 39403-1626 Fax: 601-545-6180
Mississippi Development Authority	**Executive Director** 501 North West St. (39202) Post Office Box 849 Jackson, MS 39205-3613 Fax: 601-359-3613
Stion Corporation	**Chief Executive Officer** Chester Farris 6321 St. Ignacid Avenue San Jose, CA 95119
With a copy to:	Otis R. Tims Mitchell, McNutt & Sams, P.A. 105 South Front Street P. O. Box 7120 Tupelo, MS 38802-7120 662-842-3871 Fax 662-842-8450

(h) The provisions of Sections 5, 6, and 7 are intended to extend beyond the Fee Payment Period.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first above written.

FORREST COUNTY, MISSISSIPPI

David Hogan, President,
Board of Supervisors

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree, Mayor

TAX ASSESSOR OF FORREST COUNTY

Mary Ann Palmer, Forrest County Tax Assessor

STION CORPORATION

Douglas Devine, Chief Financial Officer

EXHIBIT "A"

CERTIFICATE OF FINAL APPROVAL
OF THE
MISSISSIPPI DEVELOPMENT AUTHORITY

As required by Section 27-31-104, Mississippi Code of 1972, as amended (2012) (the "Code"), the Mississippi Development Authority ("MDA"), an agency of and acting for and on behalf of the State of Mississippi, has reviewed certain provisions of the Fee-in-Lieu of Ad Valorem Taxation Agreement ("Agreement") among the Board of Supervisors of Forrest County, Mississippi, the Forrest County Tax Assessor, and the City of Hattiesburg, Mississippi (collectively "Taxing Authorities") and Stion Corporation (the "Company"), which it deemed relevant to its statutory duties under Section 27-31-104 of the Code and that relate to a Fee-in-Lieu of ad valorem property taxes approved by the Taxing Authorities for the benefit of and granted to the Company and the Project (as defined in the Agreement).

MDA now finds that the relevant provisions of the Agreement (specifically including, but not necessarily limited, to Section of the Agreement), regarding a Fee-in-Lieu under Section 27-31-104, satisfy the statutory requirements of Sections 17-25-23 and 27-31-104 in that the Project received a loan pursuant to Section 57-1-221, and that Agreement: is made with respect to the Project, which is an "enterprise" as described in Section 27-31-101 of the Code; requires an investment of not less than One Hundred Million Dollars ($100,000,000.00) in the Project in the state in order to qualify for the Fee-in-Lieu; provides that the Fee-in-Lieu will not be less than one-third (⅓) of the Taxes which would otherwise be levied and due on the assessable Project property; allows the school districts to receive their statutorily required pro rata share of the annual Fee-in-Lieu payment; and provides for a Term of not more than twenty (20) years (as authorized by Section 17-25-23(4)). MDA does not express any opinion as to the other provisions of the Agreement not related to the application of Sections 17-25-23 and 27-31-104.

This Certificate of Final Approval is intended to and does constitute the statutorily-required final approval by the MDA of the Fee-in-Lieu for the Project Company's Project in Forrest County, Mississippi pursuant to Sections 27-31-104, and no further application need be filed pursuant to Section 27-31-101 *et seq*. and no approvals need be given by the Mississippi Department of Revenue.

APPROVED this the 21st day of November, 2013.

MISSISSIPPI DEVELOPMENT AUTHORITY

By: _____
Brent Christensen, Executive Director

Date: November 21, 2013

MISSISSIPPI DEVELOPMENT AUTHORITY OFFICIAL SEAL

1502893_1

EXHIBIT B

Real Property Description

City of Hattiesburg, MS

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

Meeting Agenda

Tuesday, May 21, 2013

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Items VI.-13 and VI.-14 at the request of the Administration as follows:

VI.-13 2013-0298

Approve engagement letter from Pittman, Howdeshell, Hinton & Hightower, PLLC for legal services related to the acquisition of a permanent utility easement as described in the attached survey.

Attachments: Pittman Engagement Letter

Survey-Hattiesburg Liquid Entertainment

VI.-14 2013-0299

Adopt Resolution and Order to Condemn a portion of property located at or near 1900 N. 31st Avenue, and as further described in the attached survey, for use by the city as a permanent utility easement.

Attachments: Order to Condemn

Survey-Hattiesburg Liquid Entertainment

City of Hattiesburg, MS

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

Master

File Number: 2013-0298

File ID: 2013-0298 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 05/21/2013

Brief Title: Approve engagement letter from Pittman, Howdeshell, Hinton & Hightower for legal services related to the acquisition of a permanent utility easement.

Final Action: 05/21/2013

Minute Book Number: MB2013-150-151

Title:

Approve engagement letter from Pittman, Howdeshell, Hinton & Hightower, PLLC for legal services related to the acquisition of a permanent utility easement as described in the attached survey.

Notes: 001203.6049

Sponsors:

Enactment Date:

Attachments: Pittman Engagement Letter, Survey-Hattiesburg Liquid Entertainment

Enactment Number:

Contact:

Meeting Date: 05/21/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	05/21/2013					
1	City Council	05/21/2013	Approve				Pass

Action Text: A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve engagement letter from Pittman, Howdeshell, Hinton & Hightower, PLLC for legal services related to the acquisition of a permanent utility easement as described in the attached survey.

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

Yeas: 5 - Bradley, Delgado, Carroll and Ware

Nays: 0

Absent: 1 - Naylor

Yea:	4	President Bradley
		Council Member Delgado
		Council Member Carroll
		Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-0298

Title

Approve engagement letter from Pittman, Howdeshell, Hinton & Hightower, PLLC for legal services related to the acquisition of a permanent utility easement as described in the attached survey.

Summary

Approve engagement letter from Pittman, Howdeshell, Hinton & Hightower, PLLC for legal services related to the acquisition of a permanent utility easement as described in the attached survey.

Budget Information

001203.6049

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

PITTMAN, HOWDESHELL, HINTON & HIGHTOWER, PLLC

ATTORNEYS AT LAW

MILBRANCH OFFICE PARK
140 MAYFAIR RD., SUITE 700
HATTIESBURG, MISSISSIPPI 39402

JACK H. PITTMAN
CHRISTOPHER M. HOWDESHELL
DONALD E. HINTON, JR.*
KARL C. HIGHTOWER
BENJAMIN A. SNOW

*ALSO ADMITTED IN ALABAMA

TELEPHONE: 601 264-3314
FACSIMILE: 601 261-3411

REPLY TO:
P.O. DRAWER 17138
HATTIESBURG, MS 39404-7138

May 20, 2013

Bert R. Kuyrkendall, P.E.
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

RE: Legal Services
Acquisition of Property for Sewer & Drainage Easement
Highway 49 Option Property
NW¼ of the SE¼, Section 31, Township 5 North,
Range 13 West, City of Hattiesburg,
Forrest County, Mississippi

Dear Bert:

Please accept this correspondence as memorializing an agreement between Pittman, Howdeshell, Hinton & Hightower, PLLC and the City of Hattiesburg for legal services regarding the above-referenced matter. Specifically, our firm will take the required steps to file and prosecute eminent domain proceedings for the acquisition of the property necessary for the sewer easement. For this work, we will charge a rate of $150.00 per hour, plus incidental expenses such as filing fees, postage, copying costs, etc.

Attached hereto is a Resolution and Order to Condemn which must be approved by the City Council before condemnation proceedings can be instituted. Please ask the council to approve same and return a copy to me for attachment to the condemnation pleadings. Please also be advised that the right of acquiring the property through the statutory "Quick Take" procedures is available through Mississippi Code Annotated §11-27-81(f). If the City would rather not acquire the property through the "Quick Take" procedures, please let me know.

We appreciate your confidence in our firm. Should you have any questions, please do not hesitate to call.

Respectfully,

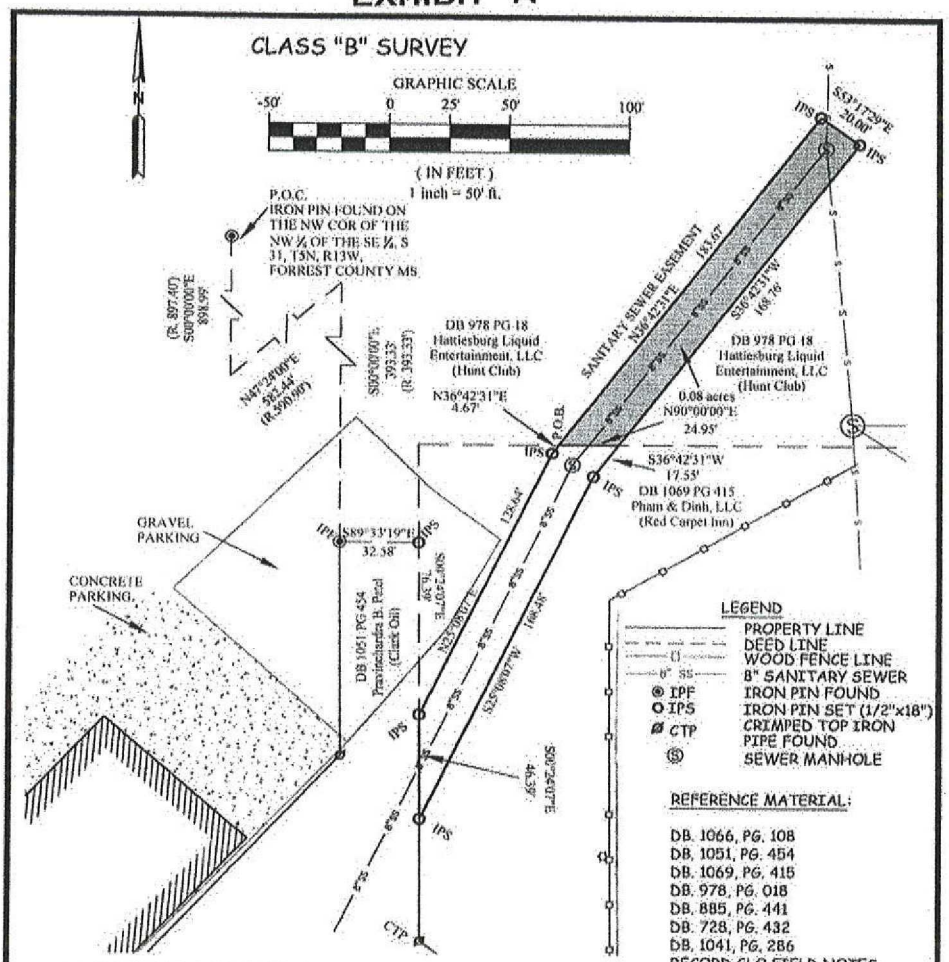
PITTMAN, HOWDESHELL,
HINTON & HIGHTOWER, PLLC

Christopher M. Howdeshell

CMH:bws

Attachment

EXHIBIT A



REFERENCE MATERIAL:

DB. 1066, PG. 108
DB. 1051, PG. 454
DB. 1069, PG. 415
DB. 978, PG. 018
DB. 885, PG. 441
DB. 728, PG. 432
DB. 1041, PG. 286
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Commence at a iron pin found on the Northwest corner, of the Northwest 1/4, of the Southeast 1/4, of Section 31, Township 5 North, Range 13 West, Forrest County Mississippi, thence run South for 898.99 feet; thence run North 47°24' East for 582.44 feet; thence run South for 393.33 feet to the north line of a parcel of land recorded at deed book 1051 page 454 in the records of the chancery clerk's office of Forrest County Mississippi; thence along said north line South 89°33'19" East for 32.38 feet to the East line of DB 1051 PG 454; thence along said East line South 00°24'07" East for 76.39 feet to a point; thence leaving said DB 1051 PG 454 run North 25°08'07" East for 128.64' feet; thence North 36 °42'31" East for 4.67 feet to the point of beginning; thence North 36 °42'31" East for 183.67 feet thence South 53°17'29"East for 20.00' feet; thence South 36°42'31" West for 168.76 feet; thence West for 24.95 feet back to the Point of Beginning.
Said parcel contains 0.08 acres more or less and is located in the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 5 North, Range 13 West, Forrest County Mississippi.

NOTE:

ALL BEARINGS SHOWN ON THIS PLAT ARE GEODETIC NORTH AS DETERMINED BY A GPS OBSERVATION.

NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.

NO ABSTRACT OF TITLE, TITLE COMMITMENT, OR RESULTS OF SUCH WERE FURNISHED TO THE SURVEYOR, NOR WAS ANY SUCH MADE BY THE SURVEYOR, ALL RECORDS USED ARE LISTED HEREON.

Clearpoint
Consulting Engineers, P.A.
6652 US HWY 98 • Hattiesburg, Mississippi 39402
Ph. (601) 261-2609 • Fax (601) 261-5573

SURVEY FOR:
The City of Hattiesburg MS
NW 1/4 OF SE 1/4
SW 1/4 OF SE 1/4
SECTION 31, T 5 N, R 13 W
FORREST COUNTY, MISSISSIPPI

DONALD T. BLACKWELL — REGISTERED PROFESSIONAL — LAND SURVEYOR — FILE 3700 — STATE OF MISSISSIPPI — 4-2-12

SCALE: 1" = 100'	BEARINGS DETERMINED BY: GPS OBSERVATION
DATE OF FIELD SURVEY: 2/20/12	SURVEYED BY: Chris Thaggard
DATE OF SURVEY: 3/26/12	DRAWN BY: PHILLIP BALL

CAD FILE: 80852001 SURVEY PLAT CCE PROJECT NO. 80852001

ALL-STATE LEGAL®
EXHIBIT
"A"

City of Hattiesburg, MS

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

Master

File Number: 2013-0299

File ID: 2013-0299 **Type:** Resolution **Status:** Passed

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

File Created: 05/21/2013

Brief Title: Adopt Resolution and Order to Condemn property required by the city for use as a permanent utility easement.

Final Action: 05/21/2013

Minute Book Number: MB2013-151

Title:

Adopt Resolution and Order to Condemn a portion of property located at or near 1900 N. 31st Avenue, and as further described in the attached survey, for use by the city as a permanent utility easement.

Notes:

Sponsors: **Enactment Date:**

Attachments: Order to Condemn, Survey-Hattiesburg Liquid Entertainment, executed Order to Condemn RES2013-43

Enactment Number:

Contact: **Meeting Date:** 05/21/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	05/21/2013					
1	City Council	05/21/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt Resolution and Order to Condemn a portion of property located at or near 1900 N. 31st Avenue, and as further described in the attached survey, for use by the city as a permanent utility easement.

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

Yeas: 4 - Bradley, Delgado, Carroll and Ware

Nays: 0

Absent: 1 - Naylor

Yea:	4	President Bradley Council Member Delgado Council Member Carroll Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-0299

Title

Adopt Resolution and Order to Condemn a portion of property located at or near 1900 N. 31st Avenue, and as further described in the attached survey, for use by the city as a permanent utility easement.

Summary

Adopt Resolution and Order to Condemn property as described in the attached survey for use by the city as a permanent utility easement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg, Mississippi

RESOLUTION AND ORDER TO CONDEMN

Upon careful consideration, the City of Hattiesburg, Mississippi (hereinafter "City"), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct a permanent utility easement on property located in the NW¼ of the SE¼ of Section 31, Township 5 North, Range 13 West, located within City limits. To accomplish this project, the City finds it necessary to acquire for public use certain property belonging to Zions First National Bank or their successors in title and/or other parties interested in said property as is more particularly described in Exhibit "A" attached hereto and incorporated herein.

Being advised that no agreement could be reached with the owner(s) and/or other parties interested in said property, the City, after solemn and due consideration, does hereby declare said property necessary for public use and orders that it be condemned. Further, the City authorizes and requests its attorneys and/or other necessary professionals to institute any and all condemnation proceedings necessary to acquire the above described property for the public use mentioned.

In support of this Resolution and Order to Condemn, the City acknowledges and declares its eligibility to obtain the right of immediate title and possession under the provisions of §11-27-81 of the Mississippi Code.

The City further declares that it will suffer irreparable harm and delay by exercising the right to condemn the subject property through eminent domain proceedings pursuant to Code Sections 11-27-1 through 11-27-51, as opposed to claiming the right of immediate title and possession of said property pursuant to Code §11-27-81 through 11-27-91. A construction contract, the completion of which requires the acquisition of the subject property, has been let or will be let in the near future. Right-of-Way or other entry to the necessary property must be vested in the City of Hattiesburg, Mississippi or the construction project that is subject of said construction contract may be prevented or significantly impaired.

The above and foregoing Resolution and Order to Condemn was introduced by _____, seconded by _____, and was adopted by the following vote, to-wit:

Yeas: Nays: Absent:

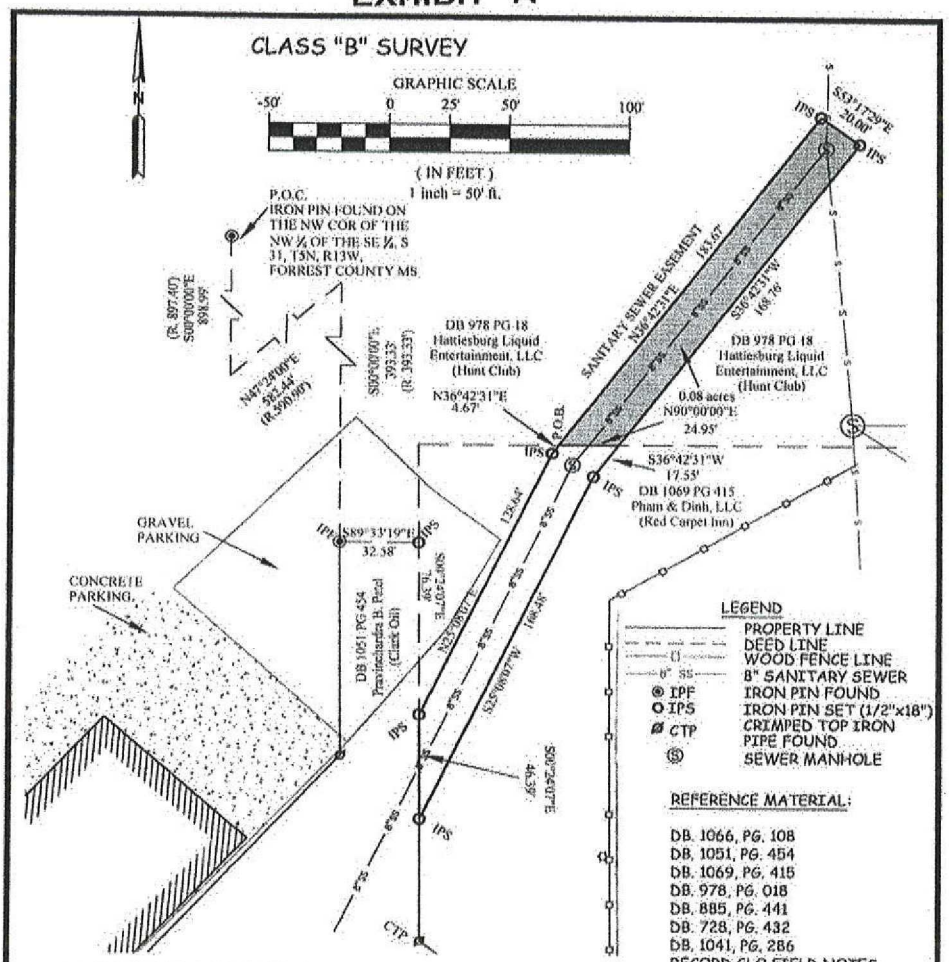
The President hereby declared the motion carried and the Resolution and Order to Condemn was adopted, this the _____ day of _____, A.D. 2013.

_____ _____
President Clerk of Council

The above and foregoing Resolution and Order to Condemn having been submitted and approved by the Mayor on this, the _____ day of _____, A.D. 2013.

_____ _____
Mayor City Clerk

EXHIBIT A



REFERENCE MATERIAL:

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DB. 1051, PG. 454
DB. 1069, PG. 415
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Clearpoint
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Ph. (601) 261-2609 • Fax (601) 261-5573

SURVEY FOR:
The City of Hattiesburg MS
NW 1/4 OF SE 1/4
SW 1/4 OF SE 1/4
SECTION 31, T 5 N, R 13 W
FORREST COUNTY, MISSISSIPPI

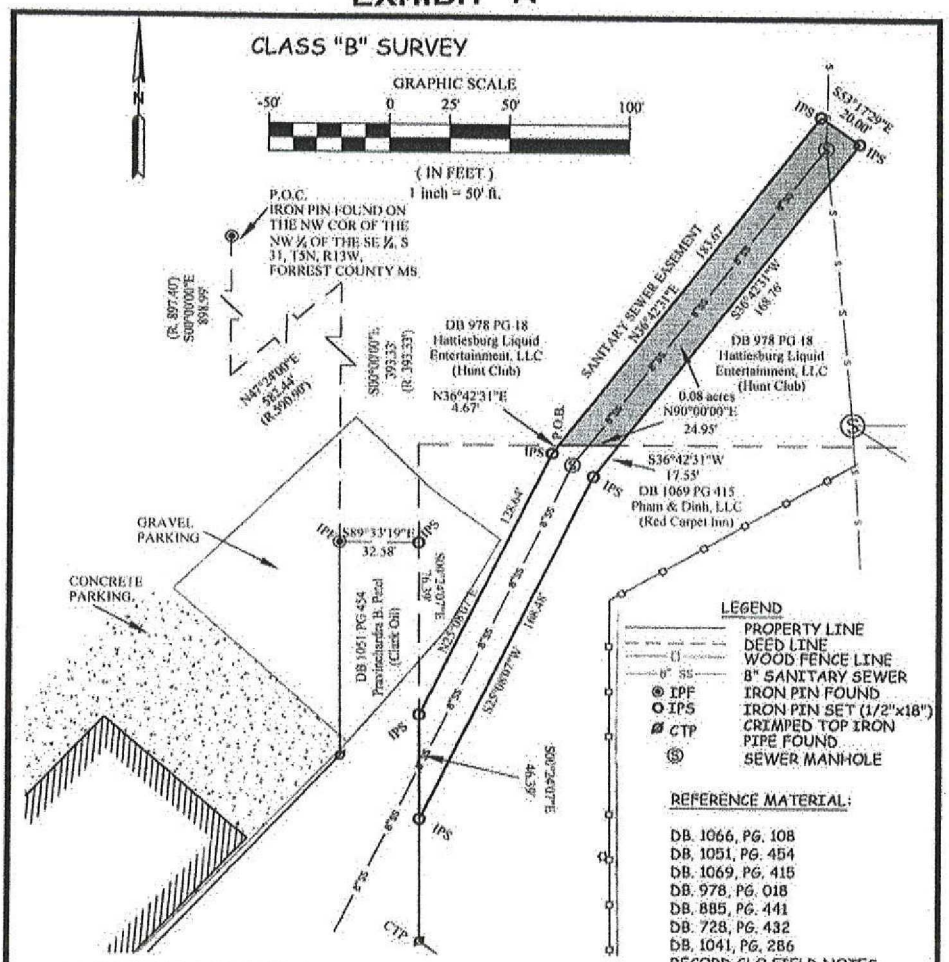
DONALD T. BLACKWELL — REGISTERED PROFESSIONAL — LAND SURVEYOR — FILE 3700 — STATE OF MISSISSIPPI — 4-2-12

SCALE: 1" = 100'	BEARINGS DETERMINED BY: GPS OBSERVATION
DATE OF FIELD SURVEY: 2/20/12	SURVEYED BY: Chris Thaggard
DATE OF SURVEY: 3/26/12	DRAWN BY: PHILLIP BALL

CAD FILE: 80852001 SURVEY PLAT CCE PROJECT NO. 80852001

ALL-STATE LEGAL®
EXHIBIT
"A"

EXHIBIT A



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CAD FILE: 80852001 SURVEY PLAT CCE PROJECT NO. 80852001

ALL-STATE LEGAL®
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City of Hattiesburg, Mississippi

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The above and foregoing Resolution and Order to Condemn was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

Yeas: Bradley, Delgado, Carroll, Ware

Nays: None

Absent: Naylor

The President hereby declared the motion carried and the Resolution and Order to Condemn was adopted, this the 21st day of May, A.D. 2013.

President

Clerk of Council

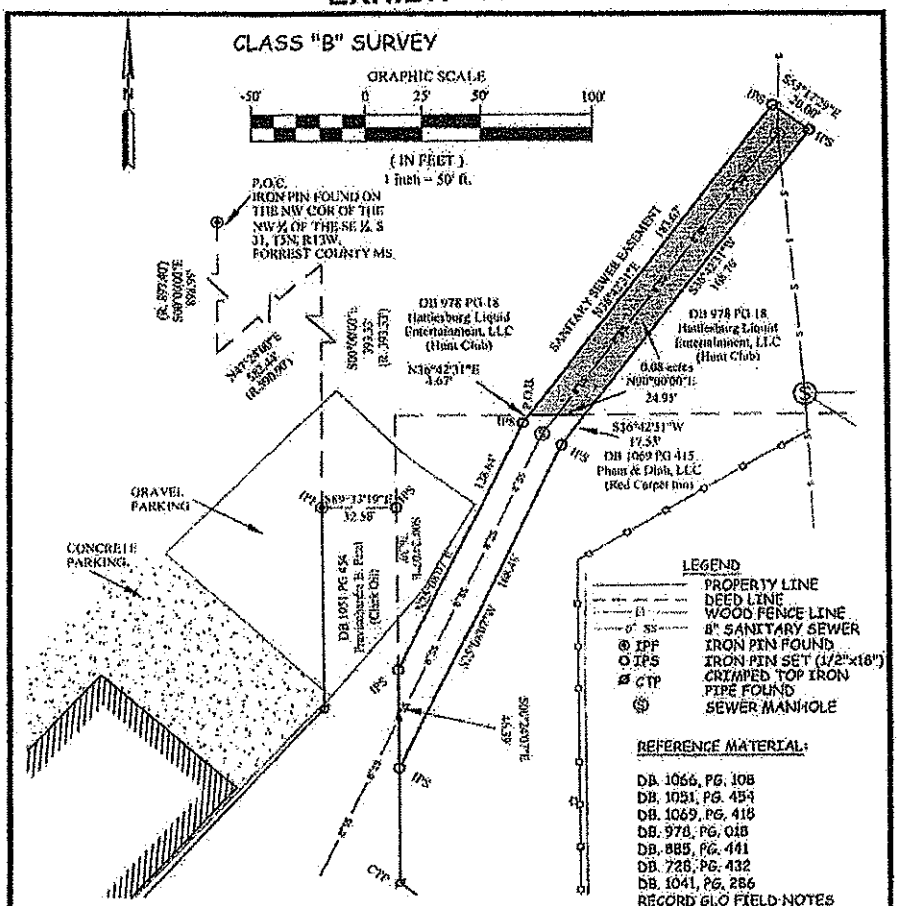
The above and foregoing Resolution and Order to Condemn having been submitted and approved by the Mayor on this, the 21st day of May, A.D. 2013.

Mayor

City Clerk

EXHIBIT A

CLASS "B" SURVEY



REFERENCE MATERIAL:

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SURVEY FOR:
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NW 1/4 OF SE 1/4
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FORREST COUNTY, MISSISSIPPI

RONALD T. BLACKWELL — REGISTERED PROFESSIONAL — No. 13570 — STATE OF MISSISSIPPI

SCALE: 1" = 100'	BEARINGS DETERMINED BY: GPS OBSERVATION
DATE OF FIELD SURVEY: 2/20/12	SURVEYED BY: Chris Thoggard
DATE OF SURVEY: 3/26/12	DRAWN BY: PHILLIP BALL

CAD FILE: 8585000 SURVEY PLAT COE PROJECT NO. 8585001

ALL-STATE LEGAL®

EXHIBIT

"A"