City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, May 7, 2013

10:00 AM

Council Chambers

City Council

I. Call to Order

II. Call to Prayer and Pledge of Allegiance

III. Agenda Order

IV. Approval of Minutes

for the April 1, 2, 8, 15, 16 and 18, 2013, meetings of the City Council, and the April 9, 2013, meeting of the Council's HUB committee.

V. PRESENTATION AGENDA

VI. POLICY AGENDA

VI.-1 2013-0267 Extend the State of Emergency for an additional thirty (30) days to allow for the ongoing cleanup resulting from Tornado on February 10, 2013.

VI.-2 2013-0212 Appove or Deny the petition filed by Turtle Creek Development, LLC, to change the zoning designation for a certain property located on the West side of Cross Creek Parkway and lies between W. 4th Street and Hardy Street (Parcel # 051M-11-011, PPIN # 007622, Ward 3), from B-5 (Regional Business) District to R-3 (Multi Family Residential) District. Hattiesburg Planning Commission recommended to APPROVE on April 3, 2013.

Attachments: Cross Creek CC

Ordinance rezone Crosscreek

executed Ordinance rezone Crosscreek ORD#3099

VI.-3 2013-36 Adopt Final Resolution approving application of Pine Belt Regional Solid Waste Management Authority to add Greene County.

Attachments: resolution psw

executed resolution psw RES 2013-35

VI.-4 2013-0221 Adopt a Resolution declaring surplus one (1) 1981 AMC 2.5 Ton 6X6 Truck (NFC# AG0001550172 Serial #10052 Unit #9927) declaring surplus of one (1) Tank-500 gallon (NFC# AG0001527859 Serial # 5933, and declaring surplus of one (1) Rack Fire Hose (NFC#AG0001528406 Serial # None) authorize equipment to be Transfered back to the Mississippi Forestry Commission, Federal Excess Personal Property (FEPP) Cenier, Rt 1, Box 130, Mt. Olive, MS.

Attachments: Forestry Commission Contract

Resolution.surplus

executed Resolution.surplus RES2013-36

Corrected executed Resolution.surplus RES2013-36

VI.-5 2013-38 Adopt Resolution declaring surplus (1) 2001 Cheverolet (Unit 12555, VIN 2G1WF55K819326693), (1) 2006 Chevrolet (Unit 15483, VIN 2G1WS551769431168) and (1) 2001 Chevrolet (Unit 15482, VIN 2G1WS551969432368)l Authorize the donation of said vehicles to the Canton Police Department and removal of said vehicles from inventory.

Attachments: Letter.Canton

Resolution.surplus.Canton

executed Resolution.surplus.Canton RES2013-37

VI.-6 2013-0255 Adopt a Resolution authorizing Requisition No. 21 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.21

executed Bond Requisition No.21 RES2013-38

VI.-7 2013-0258 Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 6 in the amount of $22,394.50 for expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / USA Yeast.

Attachments: Request for Cash No 6

executed Request for Cash No 6

VI.-8 2013-0252 Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 7 in the amount of $1,699,532.00 for expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast.

Attachments: Request for Cash No 7

executed Request for Cash No 7

VI.-9 2013-0256 Authorize Mayor to execute contract with Shows, Dearman & Waits, Inc. for engineering services for the Quinn Street Pedestrian Bridge Rehabilitation project, in triplicate.

Attachments: SDW Agreement Quinn St Bridge

executed SDW Agreement Quinn St Bridge

VI.-10 2013-0257 Authorize Mayor to execute contract with Shows, Dearman & Waits, Inc. for engineering services for the Broad Street Bridge Rehabilitation project, in triplicate.

Attachments: SDW Agreement Broad St Bridge

executed SDW Agreement Broad St Bridge

VI.-11 2013-0247 Authorize Mayor to execute in triplicate agreement with ARE Consultants, Inc. for engineering services on the Priest Creek Bank Stabilization project near the Bobby L. Chain Municipal Airport.

Attachments: ARE Agreement

executed ARE Agreement

VI.-12 2013-0246 Authorize Mayor to execute in triplicate MDA Budget Modification No. 7 for the Fire Station Grant No. R-110-205-01-GZ to increase the match budget by $4,374.36.

Attachments: Hattiesburg 01-GZ #7

executed Hattiesburg 01-GZ #7

VI.-13 2013-0238 Approve and authorize the execution of a Subrecipient Agreement with R3SM to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

Attachments: 2013 R3SM EMERGENCY Repair Subrecipient

Executed 2013 R3SM EMERGENCY Repair Subrecipient

VI.-14 2013-0250 Approve and authorize the execution of a Subrecipient Agreement with Breakthrough Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

Attachments: 2013 BCS EMERGENCY Repair Subrecipient

Executed 2013 BCS EMERGENCY Repair Subrecipient

VI.-15 2013-0251 Approve and authorize the execution of a Subrecipient Agreement with Pinebelt Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

Attachments: 2013 Pinebelt EMERGENCY Repair Subrecipient

Executed 2013 Pinebelt EMERGENCY Repair Subrecipient

VI.-16 2013-0231 Approve policies guiding Community Development Housing Organization (CHDO) activities in accordance with HOME Investment Partnership (HOME) guidelines. {Entitlement}

Attachments: CHDO Policies & Procedures Part 1 of 2

CHDO Policies & Procedures Part 2 or 2

VII. ROUTINE AGENDA

VII.-1 2013-0236 Acknowledge receipt of the monthly budget report for the month ending April 30, 2013, on permanent file in the City Clerk's Office.

Attachments: april reports expenditures

april reports revenues

VII.-2 2013-0263 Acknowledge receipt of the audit for Hattiesburg Convention Center for the fiscal year ending September 30, 2012, from Nicholson & Company P.A. (on file in the City Clerk's office).

Attachments: HCC Annual Report - Financial FYE 2012[1]

VII.-3 2013-0265 Acknowledge receipt of the audit for Hattiesburg Tourism Commission for the fiscal year ending September 30, 2012, from King CPA, PLLC (on file in the City Clerk's office).

Attachments: HTC Annual Report - Financial FYE 2012[1]

VII.-4 2013-37 Acknowledge receipt of letter from the Mississippi State Tax Commission granting the requested ad valorem tax exemption to Kohler Company for a period not exceed ten (10) years, commencing on January 1, 2012 and ending on December 31, 2021 with a true value of $2,725,520; and adopt a final order granting and allowing same..

Attachments: resolution kohler may 7

executed resolution kohler may 7 RES2013-39

VII.-5 2013-0262 Acknowledge draft of the Architectural Program for the Hattiesburg Safety Complex prepared by Albert & McCleskey Architects

Attachments: Hattiesburg Safety Complex - Program Draft 2013-04-30 Final Draft

VII.-6 2013-0219 Acknowledge receipt of order from the Special Court of Eminent Domain directing payment to Greg Wheeler, Appraiser, for appraisal of property for Civil Action No. C013-0033.

Attachments: Court Appointed Appraiser - Payment

VII.-7 2013-0241 Acknowledge renewal of professional services agreement between the City of Hattiesburg and North Greenville Fitness to provide on site physicals for the Fire Department at a cost of $24,917.00.

Attachments: North Greenville Fitness and Cardiac Rehabilitation Clinic, Inc.

VII.-8 2013-0264 Authorize renewal of agreement with MetLife for employee dental insurance and basic life insurance for a period beginning 10/1/13 and ending 9/30/14.

Attachments: MetLife - Hattiesburg Life Dental 2013 renewal letter[1]

VII.-9 2013-0254 Authorize the Mayor to execute a service agreement with Verizon Wireless for utilization and activation of Gobi Chips for HPD mobile computers

Attachments: Verizon.pdf

executed Verizon

VII.-10 2013-0232 Authorize submittal of a grant application to the Federal Home Loan Bank of Dallas for the 2013 Affordable Housing Grant in the amount of $500,000 (nunc pro tunc).

Attachments: Memo - AHP Summary

AHP Grant Summary

VII.-11 2013-0227 Authorize submission of MDEQ Solid Waste 2013 grant in the amount of $75,000.

Attachments: letter

MDEQ Solid Waste 2013 app

executed MDEQ Solid Waste 2013 app

VII.-12 2013-0240 Authorize the Intergovernmental Purchase of a damaged 2012 Dodge Charger (VIN 2C3CDXATXCH148180) from the Forrest County Sheriff's Department as provided for in Section 31-7-13 (Mvi) of the Mississippi Code of 1972.

Attachments: 05-07-Purchase Vehicle from Forrest County

VII.-13 2013-0253 Approve Summary of Recommended Values for Parcels listed below for the 4th Street Expansion Project Phase II (Project No. HPP-7194-00(003) LPA/105845-801000); Authorize issuance of manual checks in payment upon acceptance of offer.

Parcel 2-029L-09-024.00	Permanent Right of Way	$250.00
Parcel 2-029L-09-024.00	Temporary Easement	$900.00
Parcel 2-029L-09-019.00	Temporary Easement	$585.00

Attachments: Summary of Values Parcel 69 & 73

VII.-14 2013-0234 Authorize and approve publication of a Request for Proposals for Community Housing Development Organization (CHDO) funds in connection with the City of Hattiesburg's HOME Investment Partnership Program (HOME).{Entitlement}

Attachments: RFP - June 2013

RFP Instructions June 2013

CHDO APP 12 3 12

CHDO Capacity Assessment 10 17 12

Market needs assessment 10 17 12

executed RFP - June 2013

VII.-15 2013-0239 Approve Specifications and Authorize Publication of Advertisement for Sports Shirts for the Hattiesburg Police Department

Attachments: 05-07-Advertise HPD Sports Shirts

executed 05-07-Advertise HPD Sports Shirts

VII.-16 2013-0249 Approve plans and specifications for the Bobby L. Chain Municipal Airport Runway 31 Drainage & Safety Area Improvements - Part Two (AIP No. 3-28-0031-0020-2013); Authorize advertisement for bids for same.

Attachments: Ad Airport Drainage Part 2

Runway_31_Drainage Plans

Runway_31_Drainage(Hattiesburg)_Specs[1]

executed Ad Airport Drainage Part 2

VII.-17 2013-0245 Approve the issuance of taxi permit for Cecil A. Carter (E-086), to drive for Grove Transit Shuttle.

Attachments: Taxi.Carter

executed Taxi.Carter

VII.-18 2013-0243 Approve sale of grave spaces, per attached memo.

Attachments: cemetery may 7
executed cemetery may 7 deeds
cemetery may 7 receipts

VII.-19 2013-0235 Acknowledge Proof of Publications for the month of March, 2013.

Attachments: Proofs of Pub. March

VII.-20 2013-0248 Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum.{Entitlement}

Attachments: MEMORANDUM-Manual Checks-HOME
HOME Supporting Docs

VII.-21 2013-0244 Approve Claims Docket for the period ending April 30, 2013.

Attachments: Claims Docket 5.7.13

City of Hattiesburg, MS

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

Master

File Number: 2013-0267

File ID: 2013-0267 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 05/02/2013

Brief Title: Extend State of Emergency **Final Action:** 05/07/2013

Minute Book Number: MB2013-132

Title:

Extend the State of Emergency for an additional thirty (30) days to allow for the ongoing cleanup resulting from Tornado on February 10, 2013.

Notes:

Sponsors: **Enactment Date:**

Attachments: **Enactment Number:**

Contact: **Meeting Date:** 05/07/2013

Drafter: Marilyn Schwandt **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Extend the State of Emergency for an additional thirty (30) days to allow for the ongoing cleanup resulting from Tornado on February 10, 2013.

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

Yeas: 3 - Bradley, Delgado and Ware

Nays: 0

Absent: 2 - Carroll and Naylor

Yea: 3 President Bradley
Council Member Delgado
Vice President Ware

ΓEL-No Vote: 0

Text of Legislative File 2013-0267

Title

Extend the State of Emergency for an additional thirty (30) days to allow for the ongoing cleanup resulting from Tornado on February 10, 2013.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg, MS

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

Master

File Number: 2013-0212

File ID:	2013-0212	**Type:**	Ordinance	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	Planning Commission
				File Created:	04/09/2013
Brief Title:	Rezoning West Side of Cross Creek Pkwy			**Final Action:**	05/07/2013
				Minute Book Number:	MB2013-132

Title:

Appove or Deny the petition filed by Turtle Creek Development, LLC, to change the zoning designation for a certain property located on the West side of Cross Creek Parkway and lies between W. 4th Street and Hardy Street (Parcel # 051M-11-011, PPIN # 007622, Ward 3), from B-5 (Regional Business) District to R-3 (Multi Family Residential) District. Hattiesburg Planning Commission recommended to APPROVE on April 3, 2013.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Cross Creek CC, Ordinance rezone Crosscreek, executed Ordinance rezone Crosscreek ORD#3099	**Enactment Number:**	
Contact:		**Meeting Date:**	05/07/2013
Drafter:	Chantell Hypolite	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013	Adopt				Pass

Action Text: A MOTION was made by Council member Delgado and seconded by Council Vice President Ware to Adopt an Ordinance (Number 3099) for the petition filed by Turtle Creek Development, LLC, to change the zoning designation for a certain property located on the West side of Cross Creek Parkway between W. 4th Street and Hardy Street (Parcel # 051M-11-011, PPIN # 007622, Ward 3), from B-5 (Regional Business) District to R-3 (Multi Family Residential) District; Hattiesburg Planning Commission recommended to APPROVE on April 3, 2013.

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

Yeas: 3 - Bradley, Delgado and Ware

Nays: 0

Absent: 2 - Carroll and Naylor

Yea:	3	President Bradley Council Member Delgado Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-0212

Title

Appove or Deny the petition filed by Turtle Creek Development, LLC, to change the zoning designation for a certain property located on the West side of Cross Creek Parkway and lies between W. 4th Street and Hardy Street (Parcel # 051M-11-011, PPIN # 007622, Ward 3), from B-5 (Regional Business) District to R-3 (Multi Family Residential) District. Hattiesburg Planning Commission recommended to APPROVE on April 3, 2013.

Summary

Rezoning West side of Cross Creek Pkwy.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES

OF THE

REGULAR MEETING

OF THE

HATTIESBURG PLANNING COMMISSION

April 3, 2013

The Hattiesburg Planning Commission did meet in a regular session on April 6, 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
Judy Corts
Eric Martin
Peggy Horton
John Blanks

Commissioners Absent: Don McCleskey
Richard Conville

Also Present: Pattie Brantley, AICP, Director of Urban Development
Craig Dearman, Engineer
Donovan Scruggs, Planning Manager
Chantell Hypolite, Planner-Apprentice
Bill Rogers, Land Code Administrator

Joe White, Vice-Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:05 pm.

Invocation: Annie Pope

AGENDA REVIEW

There came the matter of the Agenda for the April 3, 2013 meeting. The Agenda was approved.

Motion made by: Jessie Wilson

Motion seconded by: Linda McMurtrey

Commissioners voting aye: Jessie Wilson
Eric Martin

Joseph White
Linda McMurtrey
Robin Roberts
Judy Corts
Annie Pope
John Blanks
Peggy Horton

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the March 6, 2013 minutes. A motion was made to approve the minutes as presented.

Motion made by: John Blanks

Motion seconded by: Jessie Wilson

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

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineer's Report. Craig Dearman of the Engineering staff delivered a report. Mr. Dearman reported the status of the current road projects that are taking place concurrently throughout the city. Dearman discussed a few projects such as, the adding of bike lanes along city streets, the widening of Hardy St, and the W. 4th St project.

BUILDING INSPECTION REPORT

There came the matter of the Inspection Report. Bill Rogers, Land Code Adminstrator delivered the report.

	March 2013	
New Construction:		Dollar Amount
Apartment	0	-0-
Commercial	3	$469,239
Residential	3	$1,525,000
Remodel/Repairs:		
Apartments	6	$40,000
Commercial	38	$2,744,039
Residential	104	$443,537
Historic Commercial	1	$11,000
Historic Residential	24	$61,580
Mercury Tests:		
Commercial	3	$300
Residential	17	$1,300

PLANNING REPORT

There came the matter of the Planning Report. Donovan Scruggs introduced the new planning commissioners John Blanks and Peggy Horton. Donovan informed Commissioners that the City Council approved both of the last month's agenda items that the council recommended. Scruggs informed the commissioner that he was currently working with a developer in the Midtown area to bring a building to code even though the midtown code is not yet adopted.

CHAIRMAN REPORT

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

PUBLIC HEARING

Vice-Chairman White, declared the Public Hearing open at 1:20 and explained the rules and procedures of the hearing

A. **There came the matter of Item A**, the petition has been filed by Jim Stroo, Owner with the Mayor and Council of the City of Hattiesburg, Mississippi, to request a sign variance of two (2) on-premise free standing signs of Article 5, Section 95.10 (2) of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for certain property located at 114 & 118 Lamar Blvd. (Parcel # 052Q-10-042.00, and PPIN # 021456, Ward 3).

	Name	Address	City/State
Presented by:	Jim Stroo	118 Shamar Blvd.	Hattiesburg, MS 39402
Proponents:	None		
Opponents:	None		

Vice-Chairman White declared the Public Hearing closed at 1:31 p.m. and the Business Meeting open to vote on the request.

Motion made by: Linda McMurtrey

Motion seconded by: Eric Martin

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

Commissioners voting nay: None

Commissioners abstaining: Judy Corts

Commissioners Reason:

That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. Condition: This variance if approved shall limit the applicant to not more than 240 square foot, and the height of the sign is limited to 10 feet.

Comments Written on Ballots:

None

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

PUBLIC HEARING

Vice-Chairman White declared the Public Hearing open at 1:40 and explained the rules and procedures of the hearing

There came the matter of Item B, the petition has been filed by Turtle Creek Development, LLC with the Mayor and Council of the City of Hattiesburg, Mississippi, to change the zoning designation for a certain property located on the West side of Cross Creek Parkway and lies between W. 4th Street and Hardy Street. (Parcel # 051M-11-011.000, PPIN: 007622, Ward 3), from B-5 (Regional Business) District to R-3 (Multi Family Residential) District

	Name	Address	City/State
Presented by:	Ronald Blackwell	6652 U.S Hwy 98	Hattiesburg, MS 39402
Proponents:	None		
Opponents:	John York	8 Woodstone Plaza Ste 6	Hattiesburg, MS 39402

Vice-Chairman White declared the Public Hearing closed at 1:56.m. and the Business Meeting open to vote on the request.

Motion made by: Eric Martin

Motion seconded by: Annie Pope

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

Commissioners voting nay: Robin Roberts

Commissioners abstaining: None

Commissioners Reason:

There is a change in neighborhood character and a public need for the rezoning based on: consistency with the neighborhood, the recently constructed multifamily residential area to north, and less intense commercial development along Cross Creek Pkwy and to the north of the site. .

Comments:

None.

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

There being no further business, the meeting was adjourned at 2:10 pm

_____

Joe White, Vice- Chairman

_____

Chantell Hypolite, Planner- Apprentice

STAFF SUMMARY/MAP

PLANNING COMMISSION April 3, 2013 ITEM B

PROPERTY ADDRESS:
75 Cross Creek Parkway Hattiesburg, MS 39402

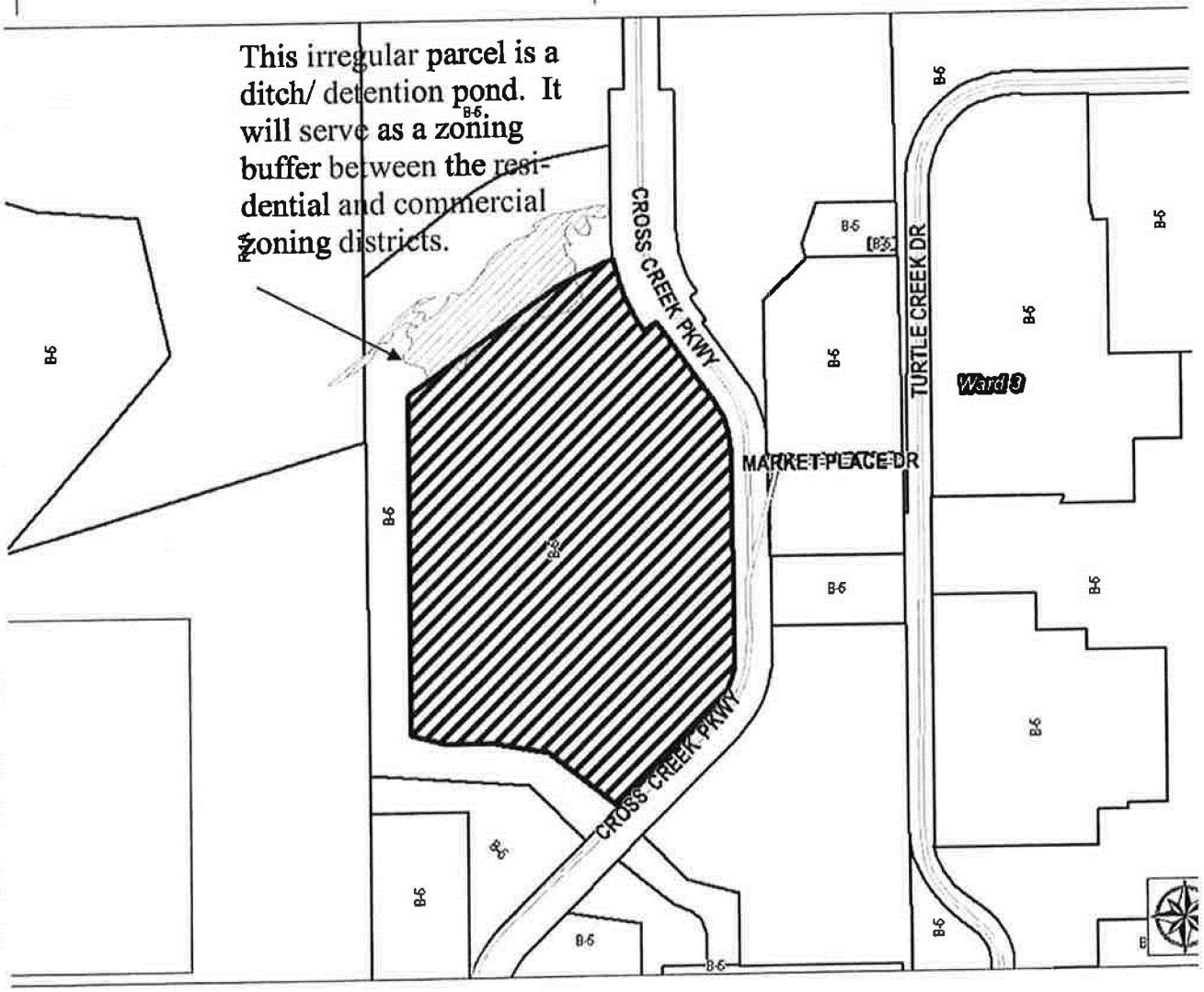
Parcels: 051M-11-011-.00
PPINs: 007622
Ward: 3

PETITIONER:
Turtle Creek Development, LLC, 112 Sheffield Loop, Suite D Hattiesburg, MS 39402
PROPERTY OWNER:
Turtle Creek Development, LLC, 112 Sheffield Loop, Suite D Hattiesburg, MS 39402

SPECIAL DISTRICTS:
Flood District: N/A

Historic District: N/A

SITE PLAN REVIEW COMMITTEE ACTION:
On February 19, 2013 , the SPRC recommended the applicant Turtle Creek Development, LLC, to apply to have the site rezoned to R– 3 to construct the proposed Mutli - Family Residential Complex on their site.



STAFF SUMMARY April 2013

75 Cross Creek Parkway: Turtle Creek Development, LLC Item B

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:
- Article 3, Section 39.02 Amendments

ADJACENT ZONING AND LAND USES:
NORTH: R-3 Multi– Family Residential & Apartment Complex
SOUTH: B-5 Regional Business District & Dental Office
EAST: B-5 Regional Business District & Willie T's Restaurant
WEST: B-5 Regional Business District & Vacant Lot

STREETS & TRAFFIC/PARKING & ACCESS:
The subject property is located on the west side of Cross Creek Pkwy and to the south of W. 4th St. The right-of-way consist of two lanes. The road was created to access the mall & other retail establishments.

PHYSICAL SITE CHARACTERISTICS:
The proposed development is located on the west side of Cross Creek Pkwy. The applicant is proposing to build Multi Family Apartment complex with approximately 228 units. All of the buildings would be 3 stories in height, include about 556 parking spaces, and a clubhouse. The property is bounded on three sides by a ditch and/ or detention area.

CHARACTER OF THE NEIGHBORHOOD:
This property is located on the west side of Cross Creek Pkwy with vacant lots and a mutli-family apartment complex to the North. There is a general mix of multi residential , retail, and commercial development within the area.

FUTURE LAND USE MAP: Regional Business District
District Overview: The R. B. D. is primarily a non-residential district located along major arterial streets and highways. Only limited types of residential uses are allowed and encouraged in this district. The nature and volume of traffic along these corridors are different from other commercial corridors, and the land uses require special consideration because they may generate a higher volume of regional traffic and/ or require frequent access by large trucks and commercial vehicles.
District Characteristics: The R.B.D include the following: suburban-style commercial centers and big-box buildings; well-positioned and screened outdoor uses; mixed use buildings and developments; high-density residential developments (apartment complexes); large parking areas; and light industrial campuses and employment centers. Regulations should promote development patterns that enhance the streetscape; screen outdoor storage and equipment areas from public view, and enable safe circulation among neighboring properties without requiring travel on the street or highway corridor.
District Land Uses: The following land uses should be found in this district: high-density residential uses; public and quasi-public uses; hotels and motels; general indoor and outdoor retail uses; heavy commercial and light industrial uses; service and office land uses; and light industrial campuses and corporate offices.

CONSIDERATIONS:
- The applicant is proposing to "downzone" the parcel from B-5 to R-3. The proposed district is less intensive than the B-5 district, but it will generate significant number of trips per day.
- Recent growth and trends in the area have changed the neighborhood character. The adjacent property to the North was rezoned R-3 Multi-Family Residential in 2006 which provides a basis for the character change in the neighborhood.
- Rezoning the property to the R-3 (Multi Family Residential) District would require adjacent property owners to have 50 foot buffer; however, because of the ditch/detention areas along their Northern, Western, and Southern property lines no buffer would be required.
- The Regional Business District is the same designation of Highway 98 west as well as Interstate 59. This district encourages big box development and more intense development patterns.
- The proposed site was originally zoned for commercial development. The proximity to the Turtle Creek Mall and retail developments along Hwy 98 make it a viable location for retail and commercial development. Rezoning to residential will remove this possibility.

CONSITENCY WITH THE COMPREHENSIVE PLAN:
- High Density Residential developments are identified as uses consistent with the Regional Business District and promotes a mix of uses within the area.

CRITERA FOR APPROVAL:
- There is a change in neighborhood character and a public need for the rezoning based on: consistency with the neighborhood, the recently constructed multifamily residential area to the North, and less intense development along the northern limits of Cross Creek Pkwy.

PLANNING COMMISSION 75 Cross Creek Pkwy. ITEM B

STAFF SUMMARY/MAP



75 Cross Creek Pkwy.



Property to the West



75 Cross Creek Pkwy.



Property to the East



Property to the South



Property to the North

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
MAR 1 1 2013
EDDIE B. 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

[redacted]

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

[redacted]

FOR RE-ZONING ONLY:

Existing Zoning: B-5

Proposed Zoning: R-3

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: Cross Creek Apartments

Proposed Use(s): Multi-family housing

Project Street Address: 75 Cross Creek Parkway Hattiesburg MS 39402

PPIN Number(s) (If unknown, can be found on tax receipt): 007622

Parcel Number(s):

Flood Zone(s): X & AE **Historic District(s):** None

Zoning District(s): B-5 (to R-3) **Proposed Cost of the Project:** $

Project Representative Information

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

Name: Ronald T. Blackwell **Company Name:** Clearpoint Consulting Engineers

Phone: (601) 261-2609 **Fax:** (601) 261-5573 **Email:** ronnie@clearpointengineers.com

Mailing Address: 6652 U.S. Highway 98 Hattiesburg, MS 39402

Name:

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

Turtle Creek Development, LLC

Phone: (601) 264-0403 **Fax:** **Email:**

Mailing Address: 112 Sheffield Loop, Suite D; Hattiesburg, MS 39402

Name:

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

Phone: **Fax:** **Email:**

Mailing Address:

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.)

There has been an increase in the demand for temporary housing in Hattiesburg. Many of the existing, up-scale apartment complexes are at or near capacity, including the Lakes at Turtle Creek Apartments located just north of this site. There are a limited number of apartments located on the western edge of the city, particularly in the suburban business areas. This project will provide residency opportunities in close vicinity to these businesses with convenient and direct access to both U.S. Highway 98 and W. 4th Street via Cross Creek Parkway. This facility will also provide a source of customers for the adjacent Turtle Creek Mall, Turtle Creek Crossing, and nearby businesses and restaurants.

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

_____,
Street Address *City* *State*

on this the _____ day of _____, 20___.

_____ Member
Applicant

_____
Applicant

STATE OF Mississippi

COUNTY OF LAMAR

Personally came and appeared before me, the within named

John York,

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 22 day of February, 2013.

Ann Pace
NOTARY PUBLIC

My Commission Expires:

Dec. 27, 2014

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 97913
ANN PACE
Commission Expires
Dec. 27, 2014
FORREST COUNTY

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

_____,
Street Address *City* *State*

on this the _____ day of _____, 20___.

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

_____

on this the _____ day of _____, 20___.

Jon T. York, Member
Property Owner

Property Owner

STATE OF Mississippi

COUNTY OF LAMAR

Personally came and appeared before me, the within named

John York,

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 22 day of Feb, 2013

Ann Pace
NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 97913
ANN PACE
Commission Expires
Dec. 27, 2014
FORREST COUNTY

My Commission Expires:

Dec 27, 2014

PLANNING COMMISSION-PETITIONER INFORMATION

Deadline for applicant to file petition: _____

Planning Commission Meeting Date: _____
(*Always the FIRST Wednesday of each month*)

Council Agenda Review Meeting Date: _____

City Council Meeting (Vote) Date: _____

There is a 10 day appeal period, required by State Law, between the Planning Commission Meeting and the City Council Meeting, and zoning change ordinances, if adopted by City Council require 30 days before they become effective; therefore, the first possible date you would be eligible to apply for a building permit would be after _____, or later, if any appeals are filed or the petition is tabled for any reason.

Fee Required: $400. (Make checks payable to City of Hattiesburg)

Attach the following paperwork to this application:

_____ Site diagram: Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed buildings, parking areas, street name(s), etc. (*See site diagram example included with this application.*)

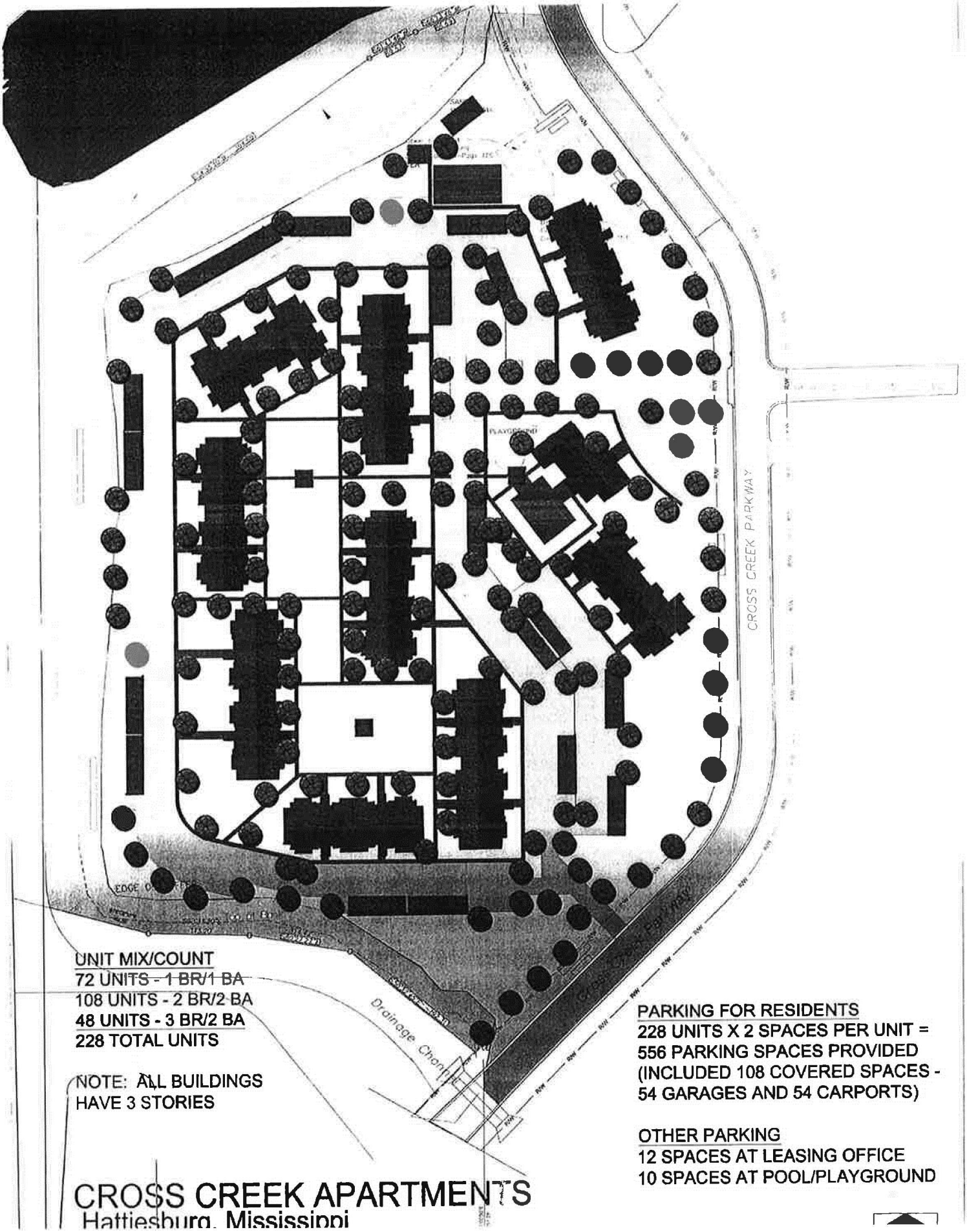
_____ Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project only will also be required).

_____ Payment to the City of Hattiesburg for filing application in the amount of $400.00

_____ A letter of approval/denial from all adjoining property owners must be obtained and submitted with application.

_____ Electronic copy of legal description ONLY, saved as Word or WordPerfect document OR emailed to kbhatt@hattiesburgms.com

You will be responsible for posting a sign (prepared by Urban Development Staff) a minimum of fifteen (15) days prior to the hearing date, and for maintaining it for the duration of the public hearing process.



UNIT MIX/COUNT
72 UNITS - 1 BR/1 BA
108 UNITS - 2 BR/2 BA
48 UNITS - 3 BR/2 BA
228 TOTAL UNITS

NOTE: ALL BUILDINGS HAVE 3 STORIES

PARKING FOR RESIDENTS
228 UNITS X 2 SPACES PER UNIT =
556 PARKING SPACES PROVIDED
(INCLUDED 108 COVERED SPACES -
54 GARAGES AND 54 CARPORTS)

OTHER PARKING
12 SPACES AT LEASING OFFICE
10 SPACES AT POOL/PLAYGROUND

CROSS CREEK APARTMENTS
Hattiesburg, Mississippi

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FILED

'00 OCT 3 AM 11 22

WAYNE SMITH
CHANCERY CLERK

STATE OF MISSISSIPPI

COUNTY OF LAMAR

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby irrevocably acknowledged and confessed, I, **SIDNEY MALONE**, Grantor herein, do hereby grant, bargain, sell, convey and warrant unto **TURTLE CREEK DEVELOPMENT, LLC**, a Mississippi limited liability company, Grantee herein, all of my right, title and interest in and to the following described real property lying and being situated in Lamar County, Mississippi, and being more particularly described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof for all purposes as if copied at length herein.

This conveyance and the warranty hereof are subject to:

1. Any valid prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, in, on and under subject property.

2. Encroachments, variation in area or in measurements, boundary line disputes, roadways and matters not of record, including lack of access, which would be disclosed by an accurate survey and inspection of the property.

3. Any valid easements or other uses of subject property not visible from the surface, or easements or claims of easements, not shown by the public records.

4. Any valid rights or claims of parties in possession not shown by public records.

5. Zoning ordinances and land use restrictions of applicable governmental units.

6. A twenty (20) foot right-of-way easement along the East twenty (20) feet of the W ½ of the NW ¼ of Section 11, Township 4 North, Range 14 West, created by that certain Right-of-Way Easement by O. E. Hart, Jr., and Frances D. Hart, Grantor, to Arnold Line Water Association, Inc., Grantee, dated June 26, 1972, and recorded in Book 9G, at Page 237, of the Land Deed Records on file in the office of the Chancery Clerk of Lamar County, Mississippi.

7. A twenty (20) foot right-of-way easement along the North twenty (20) feet of that part of the NE ¼ of the NW ¼ and the North twenty (20) feet of the West twenty (20) feet of that part of the NW ¼ of the NE ¼ of Section 11, Township 4 North, Range 14 West created by that certain Right-of-Way Easement by O. E. Hart, Jr., Grantor to Arnold Line Water

Association, Inc., Grantee, dated June 19, 1973, and recorded in Book 9G at Page 236, of the Land Deed Records on file in the office of the Chancery Clerk of Lamar County, Mississippi.

8. A one hundred (100) foot right-of-way easement created by that certain Right-of-Way Instrument by Mrs. O. E. Hart, Jr., individually, and as Administratrix of the Estate of O. E. Hart, Jr., deceased and Mary Frances Newcomer, Grantors, to South Mississippi Electric Power Association, Grantee, dated September 29, 1987, and recorded in Book 8J at Page 331 of the Land Deed Records on file in the office of the Chancery Clerk of Lamar County, Mississippi.

9. A one hundred (100) foot right-of-way easement created by that certain Right-of-Way Instrument by W. R. Oliver and wife, Viola Oliver, and Luther Smith, Grantors, to Mississippi Power Company, Grantee, dated March 11, 1930, and recorded in Book AA, at Page 507, of the Land Deed Records on file in the office of the Chancery Clerk of Lamar County, Mississippi.

10. A one hundred (100) foot right-of-way easement created by that certain Right-of-Way Instrument by W. R. Oliver and wife, Viola Oliver, and Luther Smith, Grantors, to Mississippi Power Company, Grantee, dated March 11, 1930, and recorded in Book AA at Page 508, of the Land Deed Records on file in the office of the Chancery Clerk of Lamar County, Mississippi.

11. A buffer zone and certain rights and restrictions related thereto as prescribed by that certain Protective Covenants instrument by Mrs. O. E. Hart, Jr., Mary Frances Newcomer, R. L. Kemp, Jr., Bennett V. York and CBL & Associates, Inc., Grantors, to University Place Subdivision, Grantees, dated December 1, 1989, and recorded in Book 9D at Page 542, of the Land Deed Records on file in the office of the Chancery Clerk of Lamar County, Mississippi.

12. Slope and Fill Easement and Temporary Construction Easement executed by R. L. Kemp, Jr., in favor of Turtle Creek Limited Partnership on October 11, 1993, and recorded in Land Deed Book 10V at Page 352, in the office of the Chancery Clerk of Lamar County, Mississippi.

13. Easement executed by R. L. Kemp, Jr., in favor of Mississippi Power Company and South Mississippi Electric Power Association on November 16, 1993, and recorded in Land Deed Book 10-W at Page 642, in the office of the Chancery Clerk of Lamar County, Mississippi.

14. That certain right-of-way easement executed by Sidney Malone to Pearl River Valley Electric Power Association dated March 10, 1994, and recorded in Land Deed Book 11A

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at Page 349, and also, that certain right-of-way easement executed by Sidney Malone to Pearl River Valley Electric Power Association dated March 10, 1994 and recorded in Land Deed Book 11A at Page 351 in the office of the Chancery Clerk of Lamar County, Mississippi.

The Grantee, by its acceptance hereof, hereby agrees to assume and pay the Grantor's share of the balance due on that certain indebtedness from Kemp Real Estate Company, York Real Estate Company and Sidney Malone to Southgate Timber Company dated August 26, 1999 in the original principal sum of $90,000.00.

All ad valorem taxes on the property conveyed herein for the year 2000 shall be prorated between Grantor and Grantee.

The Grantor herein warrants that the property herein described and conveyed is not a part of his homestead.

WITNESS THE SIGNATURE of the Grantor on this, the 25th day of September, A.D., 2000.

Sidney Malone
SIDNEY MALONE

STATE OF MISSISSIPPI

COUNTY OF Lamar

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 25th day of September, 2000, within my jurisdiction, the within named SIDNEY MALONE, who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

Sue S. Denson
NOTARY PUBLIC

My commission expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG 10, 2003
BONDED THRU STEGALL NOTARY SERVICE

Grantor's Address:
3802 West Fourth Street
Hattiesburg, MS 39402
(601) 268-9222

Grantee's Address
112 Sheffield Loop
Hattiesburg, MS 39402
(601) 264-0403

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EXHIBIT "A"

A part of the SW1/4 of NW1/4, NW1/4 of NW1/4 and NE1/4 of NW1/4 of Section 11, Township 4 North, Range 14 West, all in the City of Hattiesburg, County of Lamar, State of Mississippi, being more particularly described as commencing at the Southeast corner of said SW1/4 of NW1/4; thence run North 89 degrees 52 minutes 07 seconds West along the South line of said SW1/4 of NW1/4 a distance of 170 feet to the point of beginning: Thence run North 00 degrees 42 minutes 10 seconds West along the West line of proposed Mall Commercial Complex, a subdivision in said city, county and state a distance of 2,187.31 feet to the North line of said Mall Commercial Complex; thence run South 89 degrees 50 minutes 46 seconds East along said North line a distance of 1,493.42 feet to the East line of said NE1/4 of NW1/4; thence run North 00 degrees 18 minutes 41 seconds West along said East line a distance of 459.10 feet to the North line of said Section 11; thence run North 89 degrees 45 minutes 08 seconds West along the North line of said Section 11 a distance of 2,667.40 feet to the West line of said Section 11; thence run South 00 degrees 42 minutes 10 seconds East along the West line of said Section 11 a distance of 2,651.0 feet to the South line of said SW1/4 of NW1/4; thence run South 89 degrees 52 minutes 07 seconds East along the South line of said SW1/4 of NW1/4 a distance of 1,170.46 feet back to the point of beginning; containing 87.01 acres, more or less.

TOGETHER WITH, all rights, privileges, licenses and easements as set forth in that certain Warranty Deed executed by Turtle Creek Limited Partnership in favor of R. L. Kemp, Jr., dated August 17, 1993, and recorded in Book 10-T, at page 70, in the office of the Chancery Clerk of Lamar County, Mississippi, including the non-exclusive right, privilege, license and easement of passage and use, both pedestrian and vehicular, for the purpose of ingress and egress between the property herein conveyed to Grantee and Turtle Creek Drive as initially constructed and/or subsequently relocated within the property upon which an enclosed regional shopping center to be known as Turtle Creek Mall is to be constructed in the property shown on the Final Subdivision of Commercial Mall Complex filed in Plat Book 2, Page 83, in the Land Records of Lamar County, Mississippi, in two (2) locations along the Northern boundary and two (2) locations along the Western boundary of said Commercial Mall Complex in exact locations and widths to be submitted to and approved by (i) the City of Hattiesburg and (ii) the parties to that certain Operating and Easement Agreement dated August 20, 1993, recorded in Book 10-T, Page 1, Land Records of Lamar County, Mississippi. The locations of the access easements between the Northern boundary of the Commercial Mall Complex and

Turtle Creek Drive shall be relocated and/or terminated in part to accommodate the extension and relocation of portions of Turtle Creek Drive in conjunction with the development of Phase II of Turtle Creek Mall; provided, however, the access afforded to Grantee's adjacent property following subject relocation and/or termination shall be comparable in size and convenience to that originally provided to Grantee hereunder. Said right, privilege, license and easement constitutes a servitude upon the said Commercial Mall Complex property, to run with the land, to be an appurtenant benefit of the property herein conveyed.

TOGETHER WITH all improvements thereon situated and appurtenances thereunto belonging.

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI - LAMAR COUNTY
WAYNE SMITH, CHANCERY CLERK
LD BOOK 145 PAGE 306
INDEXED ✓ RECORDED ✓ ABSTRACTED
Shirley Broome D.C.

CHANCERY CLERK
LAMAR COUNTY, MISSISSIPPI

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 WEST SIDE OF CROSS CREEK PKWY (PARCEL # 051M-11-011.000, PPIN # 007622, WARD 3), FROM B-5 (REGIONAL BUSINESS) DISTRICT TO R-3 (MULTI-FAMILY RESIDENTIAL) 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 change in neighborhood character and a public need for the rezoning based on: consistency with the neighborhood, the recently constructed multifamily residential area to north, and less intense commercial development along Cross Creek Pkwy and to the north of the site.

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

A parcel of land being located in the SW ¼ of the NW ¼ , and the NW ¼ of the NW ¼ , Section 11, Township 4 North, Range 14 West, Lamar County, MS, and being more particularly described as follows:

Commence at the Southwest Corner of the Southwest ¼ of the Northwest ¼ of said Section 11, thence North for 367.72 feet; thence East for 521.57 feet to and for the Point of Beginning, said point also being on the western boundary of Cross Creek Parkway, and on the eastern boundary of a drainage easement as described on a survey of said drainage easement by Clearpoint Consulting Engineers dated April 4, 2007; thence along the eastern boundary of said drainage easement for the following calls: thence North 50 degrees 32 minutes 45 seconds West for 192.55 feet; thence North 80 degrees 27 minutes 27 seconds West for 114.42 feet; thence North 88 degrees 33 minutes 29 seconds West for 113.20 feet; thence North 75 degrees 02 minutes 18 seconds West for 69.83 feet; thence North 00 degrees 00 minutes 31 seconds West for 277.17 feet; thence North 00 degrees 03 minutes 39 seconds East for 459.94 feet; thence North 54 degrees 55 minutes 10 seconds East for 394.69 feet; thence North 61 degrees 43 minutes 46 seconds East for 59.57 feet; thence North 66 degrees 13 minutes 46 seconds East for 86.94 feet to the western boundary of Cross Creek Parkway; thence leaving said drainage easement, run along the western boundary of Cross Creek Parkway for the following calls; thence along a curve to the left for 160.43 feet, said curve having a radius of 370.00 feet, included angle of 24 degrees 50 minutes 36 seconds, chord length of 159.18 feet, and chord bearing of South 23 degrees 29 minutes 19 seconds East; thence North 54 degrees 05 minutes 23 seconds East for 30.00 feet; thence South 35 degrees 54 minutes 37 seconds East for 216.89 feet; thence along a curve to the right for 107.48 feet, said curve having a radius of 175.00 feet, included angle of 35 degrees 11 minutes 20 seconds, chord length of 105.80 feet, and chord bearing of South 18 degrees 18 minutes 57 seconds East; thence South 00 degrees 43 minutes 17 seconds East for 443.81 feet; thence along a curve to the right for 139.92 feet, said curve having a radius of 175.00 feet, included angle of 45 degrees 48 minutes 37 seconds, chord length of 136.22 feet, and chord bearing of South 22 degrees 11 minutes 02 seconds West; thence South 45 degrees 05 minutes 20 seconds West for 304.53 feet back to the Point of Beginning.
Said parcel contains 14.80 acres more or less.

This property may also be identified as being located on the west side of Cross Creek Pkwy (Parcel # 051M-11-011.000, PPIN 007622, Ward 3).

Said recommendation was to change the zoning designation from B-5 (Regional Business) District to R-3 (Multi-Family Residential) District, filed by Ronald Blackwell, Petitioner, on behalf of Turtle Creek Development, LLC, 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

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 3099

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 WEST SIDE OF CROSS CREEK PKWY (PARCEL # 051M-11-011.000, PPIN # 007622, WARD 3), FROM B-5 (REGIONAL BUSINESS) DISTRICT TO R-3 (MULTI-FAMILY RESIDENTIAL) 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 change in neighborhood character and a public need for the rezoning based on: consistency with the neighborhood, the recently constructed multifamily residential area to north, and less intense commercial development along Cross Creek Pkwy and to the north of the site.

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

A parcel of land being located in the SW ¼ of the NW ¼ , and the NW ¼ of the NW ¼ , Section 11, Township 4 North, Range 14 West, Lamar County, MS, and being more particularly described as follows:

Commence at the Southwest Corner of the Southwest ¼ of the Northwest ¼ of said Section 11, thence North for 367.72 feet; thence East for 521.57 feet to and for the Point of Beginning, said point also being on the western boundary of Cross Creek Parkway, and on the eastern boundary of a drainage easement as described on a survey of said drainage easement by Clearpoint Consulting Engineers dated April 4, 2007; thence along the eastern boundary of said drainage easement for the following calls: thence North 50 degrees 32 minutes 45 seconds West for 192.55 feet; thence North 80 degrees 27 minutes 27 seconds West for 114.42 feet; thence North 88 degrees 33 minutes 29 seconds West for 113.20 feet; thence North 75 degrees 02 minutes 18 seconds West for 69.83 feet; thence North 00 degrees 00 minutes 31 seconds West for 277.17 feet; thence North 00 degrees 03 minutes 39 seconds East for 459.94 feet; thence North 54 degrees 55 minutes 10 seconds East for 394.69 feet; thence North 61 degrees 43 minutes 46 seconds East for 59.57 feet; thence North 66 degrees 13 minutes 46 seconds East for 86.94 feet to the western boundary of Cross Creek Parkway; thence leaving said drainage easement, run along the western boundary of Cross Creek Parkway for the following calls; thence along a curve to the left for 160.43 feet, said curve having a radius of 370.00 feet, included angle of 24 degrees 50 minutes 36 seconds, chord length of 159.18 feet, and chord bearing of South 23 degrees 29 minutes 19 seconds East; thence North 54 degrees 05 minutes 23 seconds East for 30.00 feet; thence South 35 degrees 54 minutes 37 seconds East for 216.89 feet; thence along a curve to the right for 107.48 feet, said curve having a radius of 175.00 feet, included angle of 35 degrees 11 minutes 20 seconds, chord length of 105.80 feet, and chord bearing of South 18 degrees 18 minutes 57 seconds East; thence South 00 degrees 43 minutes 17 seconds East for 443.81 feet; thence along a curve to the right for 139.92 feet, said curve having a radius of 175.00 feet, included angle of 45 degrees 48 minutes 37 seconds, chord length of 136.22 feet, and chord bearing of South 22 degrees 11 minutes 02 seconds West; thence South 45 degrees 05 minutes 20 seconds West for 304.53 feet back to the Point of Beginning.
Said parcel contains 14.80 acres more or less.

This property may also be identified as being located on the west side of Cross Creek Pkwy (Parcel # 051M-11-011.000, PPIN 007622, Ward 3).

Said recommendation was to change the zoning designation from B-5 (Regional Business) District to R-3 (Multi-Family Residential) District, filed by Ronald Blackwell, Petitioner, on behalf of Turtle Creek Development, LLC, 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 Delgado seconded by Council member Ware and was adopted by the following vote to-wit:

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

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 7th day of May A.D., 2013.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 7th 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: 2013-36

File ID:	2013-36	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/29/2013
Brief Title:	Adopt Final Resolution			**Final Action:**	05/07/2013
				Minute Book Number:	MB2013-133

Title:

Adopt Final Resolution approving application of Pine Belt Regional Solid Waste Management Authority to add Greene County.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	resolution psw, executed resolution psw RES 2013-35	**Enactment Number:**	
Contact:		**Meeting Date:**	05/07/2013
Drafter:	Marilyn Schwandt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Adopt Final Resolution approving application of Pine Belt Regional Solid Waste Management Authority to add Greene County.

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

Yeas: 3 - Bradley, Delgado and Ware

Nays: 0

Absent: 2 - Carroll and Naylor

Yea: 3 President Bradley
Council Member Delgado
Vice President Ware

ΓEL-No Vote: 0

Text of Legislative File 2013-36

Title

Adopt Final Resolution approving application of Pine Belt Regional Solid Waste Management Authority to add Greene County.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION FINALLY APPROVING APPLICATION OF
PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

WHEREAS, the Pine Belt Regional Solid Waste Management Authority previously submitted an application Certifying the Adoption of a Resolution of the Pine Belt Regional Solid Waste Management Authority and requesting that the City of Hattiesburgt adopt a Resolution Authorizing the said amendment, a copy of said Application being attached hereto as Exhibit "A" and

WHEREAS, on March 18, 2013, the City Council of the City of Hattiesburg adopted a Resolution Authorizing an Amendment to the Incorporation Agreement of the Pine Belt Regional Solid Waste Management Authority, a copy of which is attached hereto as Exhibit "B", and

WHEREAS, the said Resolution of the City Council of the City of Hattiesburg was published in the *Hattiesburg American* on April 12, 2013, and April 19, 2013, as required by *Miss. Code Ann* § 17-17-311, the Proof of Publication being attached hereto as Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the amendment to the Incorporation Agreement of the Pine Belt Regional Solid Waste Management Authority to add Greene County, Mississippi, as a participant; unit of government of the Pine Belt Regional Solid Waste Management Authority with full privileges, rights and obligations as set forth in the Incorporation Agreement be and the same is hereby finally approved.

SECTION 2. That a copy of the signed application and all accompanying documents shall be spread upon the minutes of the Board as called for in Miss. Code Ann. § 17-17-311 (2).

SECTION 3. That the President and Secretary shall certify this resolution and transmit the same to the Authority.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted on this, the _____ day of _____, A.D., 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 _____ day of _____, 2013.

ATTEST: APPROVED:

CITY CLERK MAYOR

APPLICATION TO THE CITY OF Hattiesburg, MISSISSIPPI, CERTIFYING THE ADOPTION OF A RESOLUTION OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AND REQUESTING THAT THE CITY OF Hattiesburg, MISSISSIPPI, ADOPT A RESOLUTION AUTHORIZING THE SAID AMENDMENT

The undersigned chairman and Secretary, respectively, of the Board of Commissioners of the Pine Belt Regional Solid Waste Management Authority, do hereby certify to the City of Hattiesburg, Mississippi, that the Authority adopted the attached resolution on February 13, 2013, at its regularly scheduled meeting. Pursuant to Miss. Code Ann. § 17-17-311 (2), the Authority requests that the City of Hattiesburg, Mississippi, adopt a Resolution approving the said proposed amendment to the Incorporation Agreement of the Authority.

This, the 19th day of February, A.D., 2013.

Tommy B. Rogers
CHAIRMAN
PINE BELT REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY

(SEAL)

ATTEST:

SECRETARY

Exhibit A

RESOLUTION OF THE CITY COUNCIL OF HATTIESBURG AUTHORIZING AN AMENDMENT TO THE INCORPORATION AGREEMENT OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY.

WHEREAS, the Pine Belt Regional Solid Waste Management Authority ("the Authority") was created pursuant to *Miss. Code Ann.* §17-17-301 *et. seq.*, and an Incorporation Agreement was filed with the Secretary of State on May 14, 1992 (the "Incorporation Agreement"); and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated January 16, 1997, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest and Jones Counties and the Secretary of State; and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated May 8, 2002, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest , Jones and Stone Counties and the Secretary of State; and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated November 14, 2007, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest, Jones, Stone and Jefferson Davis Counties and the Secretary of State; and

WHEREAS, the Authority by Resolution adopted a Resolution on February 13, 2013, amending the Incorporation Agreement so as to make Greene County, Mississippi, a legally constituted participating unit of government of the Authority with full privileges, rights and obligations as set forth in the Incorporation Agreement as amended; and

WHEREAS, under *Miss. Code Ann.* § 17-17-311 (2) it is necessary for two-thirds (2/3) of the governing bodies of the members of the Authority to approve the proposed amendment before it becomes effective; and

WHEREAS, the City Council of Hattiesburg, Mississippi ("the Council") has determined that it would be in the best interest of Hattiesburg, Mississippi and the Authority to approve the proposed amendment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the amendment to the Incorporation Agreement of the Pine Belt Regional Solid Waste Management Authority to add Greene County, Mississippi, as a participating Unit of Government of the Authority with full privileges, rights and obligations as set forth in the Incorporation Agreement be and the same is hereby authorized within the meaning of *Miss. Code Ann.* § 17-17-311 (2).

Exhibit B

SECTION 2. That a copy of the signed application and all accompanying documents shall be spread upon the minutes of the Council as called for in *Miss. Code Ann.* § 17-17-311 (2).

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 19th day of March, 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of March, 2013.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

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
4/12/2013
4/19/2013

Size: 662 words / 1.00 col. x 170.00 lines
Published: 2 time(s)
Total: $154.89

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 NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PASTE PROOF HERE

H19570
POPE & POPE,
0200434785
Resolutions H'Burg

RESOLUTION OF THE CITY COUNCIL OF HATTIESBURG AUTHORIZING AN AMENDMENT TO THE INCORPORATION AGREEMENT OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY.

WHEREAS, the Pine Belt Regional Solid Waste Management Authority ("the Authority") was created pursuant to Miss. Code Ann. §17-17-301 et. seq., and an Incorporation Agreement was filed with the Secretary of State on May 14, 1992 (the "Incorporation Agreement"); and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated January 16, 1997, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest and Jones Counties and the Secretary of State; and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated May 8, 2002, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest, Jones and Stone Counties and the Secretary of State; and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated November 14, 2007, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest, Jones, Stone and Jefferson Davis Counties and the Secretary of State; and

WHEREAS, the Authority by Resolution adopted a Resolution on February 19, 2013, amending the Incorporation Agreement so as to make Greene County, Mississippi, a legally constituted participating unit of government of the Authority with full privileges, rights and obligations set forth in the Incorporation Agreement as amended; and

WHEREAS, under Miss. Code Ann. § 17-17-311 (2) it is necessary for two-thirds (2/3) of the governing bodies of the members of the Authority to approve the proposed amendment, failing it becomes effective; and

WHEREAS, the City Council of Hattiesburg, Mississippi (the Council") has determined that it would be in the best interest of Hattiesburg, Mississippi and the Authority to approve the proposed amendment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the amendment to the Incorporation Agreement of the Pine Belt Regional Solid Waste Management Authority to add Greene County, Mississippi, as a participating Unit of Government of the Authority with full privileges, rights and obligations as set forth in the Incorporation Agreement be and the same is hereby authorized within the meaning of Miss. Code Ann. § 17-17-311 (2).

SECTION 2. That a copy of this signed application and all accompanying documents shall be spread upon the minutes of the Council as called for in Miss. Code Ann. § 17-17-311 (2).

The above and foregoing Resolution, after having been first read to and by the Council, was introduced by councilperson Delgado, seconded by Councilperson Carroll, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, on this the 19th day of March, 2013.

(SEAL)

ATTEST:
/s/ Debra K. Dombo
CLERK OF COUNCIL

ADOPTED:
/s/ Kim Bradley
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of March, A.D., 2013.

ATTEST:
/s/ Eddie R. Myers
CITY CLERK

ADOPTED:
/s/ John P. DuPree
MAYOR

Publish: April 12 & 19, 2013
H19570#1#2#3

Exhibit C

Pope & Pope, P.A.

Attorneys and Counselors
Post Office Box 17527
Hattiesburg, Mississippi 39404-7527

Moran M. Pope, Jr.
Moran M. Pope, III

Telephone 601-268-9997
Facsimile 601-268-6218
E-Mail attorneys@popelaw.com
110 S. 40th Ave., Suite 10
Hattiesburg, MS 39402

April 23, 2013

Thomas W. Tyner, Esq.
Mr. Bobby R. Rushing
D. Scott Gibson, Esq.
Paul D. Walley, Esq.
Tommy B. Rogers, Esq.
Mr. Charles Miller
Mr. Dennis Keveryn
Mr. Eddie Myers

RE: Resolution Finally Approving Application of Pine Belt Regional Solid Waste Management Authority

Gentlemen:

The publication of all the Resolutions passed recently by the boards or councils has been completed. Enclosed is a form for a Resolution to finally approve the adding of Greene County as a member of the Pine Belt Solid Waste Management Authority, and I would ask that you have your board or council approve this. Once it is approved, please forward to the address above three certified copies of the resolution after it has been approved and adopted. This will complete the process.

Thank you for your cooperation in this matter.

Sincerely,

POPE & POPE, P.A.

Moran M. Pope, III

Enclosures
cc: Mr. Tony Harrison

04-24-13A10:52 RCVD

Pope & Pope, P.A.

Attorneys and Counselors
Post Office Box 17527
Hattiesburg, Mississippi 39404-7527

Moran M. Pope, Jr.
Moran M. Pope, III

Telephone 601-268-9997
Facsimile 601-268-6218
E-Mail attorneys@popelaw.com
110 S. 40th Ave., Suite 10
Hattiesburg, MS 39402

April 23, 2013

Thomas W. Tyner, Esq.
Mr. Bobby R. Rushing
D. Scott Gibson, Esq.
Paul D. Walley, Esq.
Tommy B. Rogers, Esq.
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Mr. Eddie Myers

RE: Resolution Finally Approving Application of Pine Belt Regional Solid Waste Management Authority

Gentlemen:

The publication of all the Resolutions passed recently by the boards or councils has been completed. Enclosed is a form for a Resolution to finally approve the adding of Greene County as a member of the Pine Belt Solid Waste Management Authority, and I would ask that you have your board or council approve this. Once it is approved, please forward to the address above three certified copies of the resolution after it has been approved and adopted. This will complete the process.

Thank you for your cooperation in this matter.

Sincerely,

POPE & POPE, P.A.

Moran M. Pope, III

Enclosures
cc: Mr. Tony Harrison

RESOLUTION FINALLY APPROVING APPLICATION OF
PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

WHEREAS, the Pine Belt Regional Solid Waste Management Authority previously submitted an application Certifying the Adoption of a Resolution of the Pine Belt Regional Solid Waste Management Authority and requesting that the City of Hattiesburgt adopt a Resolution Authorizing the said amendment, a copy of said Application being attached hereto as Exhibit "A" and

WHEREAS, on March 18, 2013, the City Council of the City of Hattiesburg adopted a Resolution Authorizing an Amendment to the Incorporation Agreement of the Pine Belt Regional Solid Waste Management Authority, a copy of which is attached hereto as Exhibit "B", and

WHEREAS, the said Resolution of the City Council of the City of Hattiesburg was published in the *Hattiesburg American* on April 12, 2013, and April 19, 2013, as required by *Miss. Code Ann* § 17-17-311, the Proof of Publication being attached hereto as Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the amendment to the Incorporation Agreement of the Pine Belt Regional Solid Waste Management Authority to add Greene County, Mississippi, as a participant; unit of government of the Pine Belt Regional Solid Waste Management Authority with full privileges, rights and obligations as set forth in the Incorporation Agreement be and the same is hereby finally approved.

SECTION 2. That a copy of the signed application and all accompanying documents shall be spread upon the minutes of the Board as called for in Miss. Code Ann. § 17-17-311 (2).

SECTION 3. That the President and Secretary shall certify this resolution and transmit the same to the Authority.

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

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

The President thereby declared the motion carried and the Resolution adopted on this, the 7th day of May, A.D., 2013.

(SEAL)

ATTEST:

Debra K. Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of May, 2013.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

APPLICATION TO THE CITY OF Hattiesburg, MISSISSIPPI, CERTIFYING THE ADOPTION OF A RESOLUTION OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AND REQUESTING THAT THE CITY OF Hattiesburg, MISSISSIPPI, ADOPT A RESOLUTION AUTHORIZING THE SAID AMENDMENT

The undersigned chairman and Secretary, respectively, of the Board of Commissioners of the Pine Belt Regional Solid Waste Management Authority, do hereby certify to the City of Hattiesburg, Mississippi, that the Authority adopted the attached resolution on February 13, 2013, at its regularly scheduled meeting. Pursuant to Miss. Code Ann. § 17-17-311 (2), the Authority requests that the City of Hattiesburg, Mississippi, adopt a Resolution approving the said proposed amendment to the Incorporation Agreement of the Authority.

This, the 19th day of February, A.D., 2013.

Tommy B. Rogers
CHAIRMAN
PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

(SEAL)

ATTEST:

SECRETARY

Exhibit A

RESOLUTION OF THE CITY COUNCIL OF HATTIESBURG AUTHORIZING AN AMENDMENT TO THE INCORPORATION AGREEMENT OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY.

WHEREAS, the Pine Belt Regional Solid Waste Management Authority ("the Authority") was created pursuant to *Miss. Code Ann.* §17-17-301 *et. seq.,* and an Incorporation Agreement was filed with the Secretary of State on May 14, 1992 (the "Incorporation Agreement"); and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated January 16, 1997, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest and Jones Counties and the Secretary of State; and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated May 8, 2002, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest , Jones and Stone Counties and the Secretary of State; and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated November 14, 2007, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest, Jones, Stone and Jefferson Davis Counties and the Secretary of State; and

WHEREAS, the Authority by Resolution adopted a Resolution on February 13, 2013, amending the Incorporation Agreement so as to make Greene County, Mississippi, a legally constituted participating unit of government of the Authority with full privileges, rights and obligations as set forth in the Incorporation Agreement as amended; and

WHEREAS, under *Miss. Code Ann.* § 17-17-311 (2) it is necessary for two-thirds (2/3) of the governing bodies of the members of the Authority to approve the proposed amendment before it becomes effective; and

WHEREAS, the City Council of Hattiesburg, Mississippi ("the Council") has determined that it would be in the best interest of Hattiesburg, Mississippi and the Authority to approve the proposed amendment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the amendment to the Incorporation Agreement of the Pine Belt Regional Solid Waste Management Authority to add Greene County, Mississippi, as a participating Unit of Government of the Authority with full privileges, rights and obligations as set forth in the Incorporation Agreement be and the same is hereby authorized within the meaning of *Miss. Code Ann.* § 17-17-311 (2).

Exhibit B

SECTION 2. That a copy of the signed application and all accompanying documents shall be spread upon the minutes of the Council as called for in *Miss. Code Ann.* § 17-17-311 (2).

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 19th day of March, 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of March, 2013.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

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
4/12/2013
4/19/2013

Size: 662 words / 1.00 col. x 170.00 lines
Published: 2 time(s)
Total: $154.89

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 NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PASTE PROOF HERE

H19570
POPE & POPE,
0200434785
Resolutions H'Burg

RESOLUTION OF THE CITY COUNCIL OF HATTIESBURG AUTHORIZING AN AMENDMENT TO THE INCORPORATION AGREEMENT OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY.

WHEREAS, the Pine Belt Regional Solid Waste Management Authority ("the Authority") was created pursuant to Miss. Code Ann. §17-17-301 et. seq., and an Incorporation Agreement was filed with the Secretary of State on May 14, 1992 (the "Incorporation Agreement"); and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated January 16, 1997, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest, and Jones Counties and the Secretary of State; and

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WHEREAS, the Authority by Resolution adopted a Resolution on February 13, 2013, amending the Incorporation Agreement so as to make Greene County, Mississippi, a legally constituted participating unit of government of the Authority with full privileges, rights and obligations as set forth in the Incorporation Agreement as amended; and

WHEREAS, under Miss. Code Ann. § 17-17-311 (2) is necessary for two-thirds (2/3) of the governing bodies of the members of the Authority to approve the proposed amendment before it becomes effective; and

WHEREAS, the City Council of Hattiesburg, Mississippi ("the Council") has determined that it would be in the best interest of Hattiesburg, Mississippi and the Authority to approve the proposed amendment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the amendment to the Incorporation Agreement of the Pine Belt Regional Solid Waste Management Authority to add Greene County, Mississippi, as a participating Unit of Government of the Authority with full privileges, rights and obligations as set forth in the Incorporation Agreement be and the same is hereby authorized within the meaning of Miss. Code Ann. § 17-17-311 (2).

SECTION 2. That a copy of the signed application and all accompanying documents shall be spread upon the minutes of the Council as called for in Miss. Code Ann. § 17-17-311 (2).

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 19th day of March, 2013.

(SEAL)

ATTEST:
/s/ Debra K. Barnado
CLERK OF COUNCIL

ADOPTED:
/s/ Kim Bradley
PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 19th day of March, A.D., 2013.

ATTEST:
/s/ Eddie R. Myers
CITY CLERK

ADOPTED:
/s/ Johnny P. DuPree
MAYOR

Publish: April 12 & 19, 2013
0200434785-01

Exhibit C

City of Hattiesburg, MS

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

Master

File Number: 2013-0221

File ID: 2013-0221 **Type:** Resolution **Status:** Passed

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

File Created: 04/10/2013

Brief Title: Mississippi Forestry Commission **Final Action:** 05/07/2013

Minute Book Number: MB2013-133

Title:

Adopt a Resolution declaring surplus one (1) 1981 AMC 2.5 Ton 6X6 Truck (NFC# AG0001550172 Serial #10052 Unit #9927) declaring surplus of one (1) Tank-500 gallon (NFC# AG0001527859 Serial # 5933, and declaring surplus of one (1) Rack Fire Hose (NFC#AG0001528406 Serial # None) authorize equipment to be Transfered back to the Mississippi Forestry Commission, Federal Excess Personal Property (FEPP) Cenier, Rt 1, Box 130, Mt. Olive, MS.

Notes:

Sponsors: **Enactment Date:**

Attachments: Forestry Commission Contract, Resolution.surplus, executed Resolution.surplus RES2013-36, Corrected executed Resolution.surplus RES2013-36 **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Linda Motgomery **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Adopt a Resolution declaring surplus one (1) 1981 AMC 2.5 Ton 6X6 Truck (NFC# AG0001550172 Serial #10052 Unit #9927) declaring surplus of one (1) Tank-500 gallon (NFC# AG0001527859 Serial # 5933, and declaring surplus of one (1) Rack Fire Hose (NFC#AG0001528406 Serial # None) authorize equipment to be Transferred back to the Mississippi Forestry Commission, Federal Excess Personal Property (FEPP) Cenier, Rt 1, Box 130, Mt. Olive, MS.

Council Vice President Ware noted that the documentation includes an incorrect address for Mt. Olive.

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

Yeas: 3 - Bradley, Delgado and Ware

Nays: 0

Absent: 2 - Carroll and Naylor

Yea:	3	President Bradley Council Member Delgado Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-0221

Title

Adopt a Resolution declaring surplus one (1) 1981 AMC 2.5 Ton 6X6 Truck (NFC# AG0001550172 Serial #10052 Unit #9927) declaring surplus of one (1) Tank-500 gallon (NFC# AG0001527859 Serial # 5933, and declaring surplus of one (1) Rack Fire Hose (NFC#AG0001528406 Serial # None) authorize equipment to be Transfered back to the Mississippi Forestry Commission, Federal Excess Personal Property (FEPP) Cenier, Rt 1, Box 130, Mt. Olive, MS.

Summary

Resolution declaring surplus one (1) 1981 AMC 2.5 Ton 6X6 Truck (NFC# AG0001550172 Serial #10052 Unit #9927); surplus of one (1) Tank-500 gallon (NFC# AG0001527859 Serial # 5933, and surplus of one (1) Rack Fire Hose (NFC#AG0001528406 Serial # None) equipment to be Transfered back to the Mississippi Forestry Commission, Federal Excess Personal Property (FEPP) Cenier, Rt 1, Box 130, Mt. Olive, MS.)

Budget Information

Expenditure Type

Purchasing Item

Publication Information

COOPERATIVE EQUIPMENT AGREEMENT

This Cooperative Equipment Agreement ("Agreement") is entered into between the Mississippi Forestry Commission ("Commission") and HATTIESBURG FIRE DEPT. ("Cooperator"), referred to collectively as the "Parties", for the mutual benefit of the protection of timbered and uncultivated lands and the suppression of timber, grass and wildland fires in the Cooperator's protection area.

THE COMMISSION AGREES:

1. To loan the Cooperator the equipment identified in this Agreement to be used in accordance with the provisions of this Agreement.

2. Title to all accessories, tools, or ancillary items added to this equipment by the Cooperator shall remain with the Cooperator and may be removed prior to returning the equipment to the Commission unless said removal would damage the equipment.

THE COOPERATOR AGREES:

1. To equip, outfit, paint, modify the equipment and/or do whatever is necessary to place the equipment in active fire service within six months from the date of delivery of the equipment and provide shelter adequate to protect it from vandalism and adverse weather.

2. To obtain, prior to the use of the equipment and continue in effect for the duration of this Agreement, motor vehicle liability insurance not less than the amount required by Mississippi law to cover the operation and use of the equipment (MFC will be listed as Lessor or Additional Insured).

3. To indemnify and hold harmless the Commission and the USDA Forest Service from any and all claims, losses, damages, costs, expenses or injuries to persons or property alleged to have been involved with, arising out of, or resulting from the Cooperator's use, possession, custody, or control of the equipment.

4. That all drivers of the equipment will complete an Emergency Vehicle Driver course.

5. That add-on tanks, tank trucks, tank trailers shall be baffled at each 150-gallon interval.

6. To provide all necessary maintenance and repairs to the equipment which at a minimum shall be in accordance with the equipment's manufacturer's maintenance plan.

(OVER)

IT IS MUTUALLY AGREED:

1. Title to the equipment shall remain with the United States Forest Service.

2. The equipment may not be sold, junked, traded, or disposed of, but must be returned to the Commission for final disposition.

3. Upon the termination of this Agreement, the equipment shall be returned to the Commission in the same condition that the Cooperator received the equipment except for wear and tear.

Equipment Subject To This Agreement

Commission Number	Equipment Description	VIN / Serial Number
84298	1981 AMC 2-50 TON 6x6	10052
82601	TANK- 500 GAL	125-6495
83485	TANK- 500 GAL.	5933
84034	RACK, FIRE HOSE	—
—	—	—

PAGE 1 of 1

This Agreement shall be in effect from the date of execution by the Mississippi State Forester and will continue in force from year-to-year unless terminated by either party by thirty (30) days written notice to the other.

IN WITNESS WHEREOF, The parties by and through their duly qualified and acting officials have set their hands.

Mississippi Forestry Commission
301 N. Lamar St., Suite 300
Jackson, MS 39201-1404

James L. Wales
State Forester

Date: 12/17/97

Cooperator

✓ James T. Ware

✓ 12/15/97

Signature: ✓ Peggy Partridge

Date: ✓ 12/15/97

FEDERAL EXCESS PERSONAL PROPERTY

The Federal Property and Administrative Services Act of 1949, as amended (PL 94-519), and Section 7 of the Cooperative Forestry Assistance Act of 1978 (PL 95-313), authorize and encourage the Secretary of Agriculture to loan Federal Excess Personal Property to States, and through the States, to local fire forces.

The Mississippi Forestry Commission (MFC) is the only agency in Mississippi which can acquire Federal Excess Property for transfer to Volunteer Fire Departments.

This property:

1. Is and always remains the property of the Federal government.
2. May only be acquired for and used to suppress fires. Any other use, including personal use, is illegal.
3. Is loaned to the State, who, in turn, may loan it to local fire forces under a Cooperative Equipment Agreement.
4. Must be returned to the State in as good a condition as when received, except for ordinary wear and tear. The State must return to GSA for disposal.
5. May not be modified without the written approval of the State Forester, or FEPP Coordinator.
6. Liability insurance in the amount prescribed by law must be obtained before truck is operated and kept in force at all times. Proof will be mailed in to the MFC.
7. Liability insurance policy must show that the MFC is the Lessor of Additional Insured.
8. Must be stored inside.
9. Must be well-maintained.
10. All vehicle drivers must complete Emergency Vehicle Driver Course.
11. All necessary modifications and equipping the truck will be accomplished and the truck put in full service within six (6) months of receiving the vehicle.
12. Tank will be baffled at 150 gallon intervals.
13. Equipment will be available for inspection upon request.
14. Items will be returned to the MFC on termination of the Cooperative Agreement by the Volunteer Fire Department (VFD).
15. The VFD agrees that tank size will not be exceeded.
16. All equipment must be painted.

THE COOPERATOR AGREES: _____

(Signature of Person Receiving FEPP Equipment)

Mississippi Forestry Commission
PROPERTY TRANSFER RECEIPT

TRANSFER FROM: FEDERAL EXCESS PERSONAL PROPERTY (FEPP) CENTER
(041-000) RT. 1, BOX 130, MT. OLIVE, MS 39119

LOCATION TO: Hattiesburg Fire Dept. **PRIM** 418 **COUNTY** Forrest

ADDRESS: 810 North Main Street **CITY:** Hattiesburg **ZIP** 39401

MFC # 84298 **NFC #** AG0001550172

DESCRIPTION 1981 AMC 2.5 TON 6X6

~~VIN~~ (SERIAL #) 10052 **ACQ. COST** $41,822.00

MFC # 82601 **NFC #** AG0001414359

DESCRIPTION Tank - 500 GAL.

~~VIN~~ (SERIAL #) 125-6495 **ACQ. COST** $2,144.00

MFC # 83485 **NFC #** AG0001527859

DESCRIPTION Tank - 500 GAL.

~~VIN~~ (SERIAL #) 5933 **ACQ. COST** $2,097.00

MFC # 84034 **NFC #** AG0001528406

DESCRIPTION Rack, Fire Hose

~~VIN~~ **SERIAL #** NONE **ACQ. COST** $568.40

MFC # **NFC #**

DESCRIPTION

VIN / SERIAL # **ACQ. COST**

RELEASED BY: Jerrie Crout

TITLE: Secretary

DATE: 12/04/97

ACCEPTED BY: [signature]

TITLE: Fire Chief

DATE: 12/04/97

REMARKS (If Necessary): George L. Herrington

NOTE: THIS FORM MUST BE SIGNED ON BACK BY PERSON RECEIVING EQUIPMENT.

ABOVE LISTED ITEMS WILL BECOME PART OF YOUR COOPERATIVE AGREEMENT.

REV. 5/97

Mississippi Forestry Commission
PROPERTY TRANSFER RECEIPT

LOCATION FROM: Hattiesburg VFD
ADDRESS: _____
CITY: _____ ZIP: _____

LOCATION TO: **FEPP Center**
RT 1, BOX 130
MT. OLIVE, MS 39119

PRIM 418 **COUNTY** Forrest **PRIM** 041

MFC # 82601 **NFC #** 1414359
DESCRIPTION Tank 500 gal
VIN / SERIAL # 125-6495 **ACQ. COST** $2144.00

MFC # _____ **NFC #** _____
DESCRIPTION _____
VIN / SERIAL # _____ **ACQ. COST** _____

MFC # _____ **NFC #** _____
DESCRIPTION _____
VIN / SERIAL # _____ **ACQ. COST** _____

MFC # _____ **NFC #** _____
DESCRIPTION _____
VIN / SERIAL # _____ **ACQ. COST** _____

MFC # _____ **NFC #** _____
DESCRIPTION _____
VIN / SERIAL # _____ **ACQ. COST** _____

RELEASED BY: Troy C. Moffett
TITLE: Lt.
DATE: 4-7-99

ACCEPTED BY: Johnny L Kemp
TITLE: _____
DATE: 4-7-99

REMARKS (If Necessary): _____

REV. 5/97

AMENDED RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following vehicle and equipment:

Unit#	Make/Model	MFR Date	VIN	
9927	AMC 2.5 Ton 6x6 Truck	1981	AG00015501712	Serial #10052
	500 gallon Tank		AG0001527859	Serial #5933
	Rack Fire Hose		AG0001528406	

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

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

WHEREAS, the City of Hattiesburg finds and determines that the sale of said weapons, in the manner otherwise provided by law, is necessary or desirable for the financial welfare of the City; and

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare surplus the following vehicle and equipment

Unit#	Make/Model	MFR Date	VIN	
9927	AMC 2.5 Ton 6x6 Truck	1981	AG00015501712	Serial #10052
	500 gallon Tank		AG0001527859	Serial #5933
	Rack Fire Hose		AG0001528406	

and authorizes Mayor to convey said vehicle and equipment.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 7th day of May , A.D., 2013.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this the 7th day of May, A.D., 2013.

ATTEST: ADOPTED:

_____ _____

CITY CLERK MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following vehicle and equipment:

Unit#	Make/Model	MFR Date	VIN	
9927	AMC 2.5 Ton 6x6 Truck	1981	AG00015501712	Serial #10052
	500 gallon Tank		AG0001527859	Serial #5933
	Rack Fire Hose		AG0001528406	

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

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

WHEREAS, the City of Hattiesburg finds and determines that the sale of said weapons, in the manner otherwise provided by law, is necessary or desirable for the financial welfare of the City; and

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare surplus the following vehicle and equipment

Unit#	Make/Model	MFR Date	VIN	
9927	AMC 2.5 Ton 6x6 Truck	1981	AG00015501712	Serial #10052
	500 gallon Tank		AG0001527859	Serial #5933
	Rack Fire Hose		AG0001528406	

and authorizes Mayor to convey said vehicle and equipment.

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

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

The President thereby declared the motion carried and the Resolution adopted, on this the 7th day of May , A.D., 2013.

(S E A L)

ATTEST: _____
CLERK OF COUNCIL

ADOPTED: _____
PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this the 7th day of May, A.D., 2013.

ATTEST: _____
CITY CLERK

ADOPTED: _____
MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following vehicle and equipment:

Unit#	Make/Model	MFR Date	VIN	
9927	AMC 2.5 Ton 6x6 Truck	1981	AG00015501712	Serial #10052
	500 gallon Tank		AG0001527859	Serial #5933
	Rack Fire Hose		AG0001528406	

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

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

WHEREAS, the governing authorities of the City of Hattiesburg desire to convey said vehicle and equipment (as listed above) transferred back to the Mississippi Forestry Commission.

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare surplus the following vehicle and equipment

Unit#	Make/Model	MFR Date	VIN	
9927	AMC 2.5 Ton 6x6 Truck	1981	AG00015501712	Serial #10052
	500 gallon Tank		AG0001527859	Serial #5933
	Rack Fire Hose		AG0001528406	

and authorizes Mayor to convey said vehicle and equipment transferred back to Mississippi Forestry.

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

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

The President thereby declared the motion carried and the Resolution adopted, on this the 7th day of May , A.D., 2013.

(S E A L)

ATTEST: Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:
PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this the 7th day of May, A.D., 2013.

ATTEST: Teddi R. Myers
CITY CLERK

ADOPTED:
MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2013-38

File ID: 2013-38 **Type:** Resolution **Status:** Passed

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

File Created: 05/01/2013

Brief Title: Adopt Resolution declaring surplus **Final Action:** 05/07/2013

Minute Book Number: MB2013-133-134

Title:

Adopt Resolution declaring surplus (1) 2001 Cheverolet (Unit 12555, VIN 2G1WF55K819326693), (1) 2006 Chevrolet (Unit 15483, VIN 2G1WS551769431168) and (1) 2001 Chevrolet (Unit 15482, VIN 2G1WS551969432368)l Authorize the donation of said vehicles to the Canton Police Department and removal of said vehicles from inventory.

Notes:

Sponsors: **Enactment Date:**

Attachments: Letter.Canton, Resolution.surplus.Canton, executed Resolution.surplus.Canton RES2013-37 **Enactment Number:**

Contact: **Meeting Date:** 05/07/2013

Drafter: Marilyn Schwandt **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Adopt Resolution declaring surplus (1) 2001 Chevrolet (Unit 12555, VIN 2G1WF55K819326693), (1) 2006 Chevrolet (Unit 15483, VIN 2G1WS551769431168) and (1) 2001 Chevrolet (Unit 15482, VIN 2G1WS551969432368); Authorize the donation of said vehicles to the Canton Police Department and removal of said vehicles from inventory.

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

Yeas: 3 - Bradley, Delgado and Ware

Nays: 0

Absent: 2 - Carroll and Naylor

Yea:	3	President Bradley Council Member Delgado Vice President Ware
ΓEL-No Vote:	0	

Text of Legislative File 2013-38

Title

Adopt Resolution declaring surplus (1) 2001 Cheverolet (Unit 12555, VIN 2G1WF55K819326693), (1) 2006 Chevrolet (Unit 15483, VIN 2G1WS551769431168) and (1) 2001 Chevrolet (Unit 15482, VIN 2G1WS551969432368)l Authorize the donation of said vehicles to the Canton Police Department and removal of said vehicles from inventory.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Frazier Bolton, Chief of Police

MEMORANDUM

To: Eddie Myers, Director of Administration

From: Chief Frazier Bolton

Date: April 18, 2013

Re: Vehicles Removed from Inventory

The vehicles listed below are no longer used in the Hattiesburg Police Department fleet because of age as well as expenses it would take to repair them. The Police Chief of Canton MS has asked if these vehicles can be donated to the Canton Police Department. She advised that her department is experiencing some hardships and is in need of vehicles to replenish those that have been totaled out due to accidents.

2001 Chevrolet Unit# 12555 Vin# 2G1WF55K819326693

2006 Chevrolet Unit# 15483 Vin# 2G1WS551769431168

2006 Chevrolet Unit# 15482 Vin# 2G1WS551969432368

04-23-13P02:02 RCVD

(601) 544-7900 POLICE DEPARTMENT FAX (601) 545-4952
#1 GOVERNMENT PLAZA • HATTIESBURG, MS 39401
CRIME STOPPERS (601) 582-STOP (582-7867) CELLULAR ★ C.S.

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines (3) three vehicles to be surplus and is not to be used in the future operation of the City;

2001 Chevrolet	Unit 12555	VIN 2G1WF55K819326693
2006 Chevrolet	Unit 15483	VIN 2G1WS551769431168
2006 Chevrolet	Unit 15482	VIN 2G1WS551969432368

and

WHEREAS, the City of Hattiesburg finds and determines that the sale of certain items in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the City; and

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

WHEREAS, the governing authorities of the City of Hattiesburg desire to convey said vehicles (see attached list) to Canton Ms Police Department

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare to be surplus and authorizes the Mayor to convey said vehicles , to the Canton Police Department, Canton, MS.

2001 Chevrolet	Unit 12555	VIN 2G1WF55K819326693
2006 Chevrolet	Unit 15483	VIN 2G1WS551769431168
2006 Chevrolet	Unit 15482	VIN 2G1WS551969432368 .

The foregoing resolution 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 Resolution adopted, on this the 7th day of May, A.D., 2013.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 7th day of May, A.D., 2013.

ATTEST:

_____
CITY CLERK

ADOPTED:

_____
MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines (3) three vehicles to be surplus and is not to be used in the future operation of the City;

2001 Chevrolet	Unit 12555	VIN 2G1WF55K819326693
2006 Chevrolet	Unit 15483	VIN 2G1WS551769431168
2006 Chevrolet	Unit 15482	VIN 2G1WS551969432368

and

WHEREAS, the City of Hattiesburg finds and determines that the sale of certain items in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the City; and

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

WHEREAS, the governing authorities of the City of Hattiesburg desire to convey said vehicles (see attached list) to Canton Ms Police Department

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare to be surplus and authorizes the Mayor to convey said vehicles , to the Canton Police Department, Canton, MS.

2001 Chevrolet	Unit 12555	VIN 2G1WF55K819326693
2006 Chevrolet	Unit 15483	VIN 2G1WS551769431168
2006 Chevrolet	Unit 15482	VIN 2G1WS551969432368

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

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

The President thereby declared the motion carried and the Resolution adopted, on this the 7th day of May, A.D., 2013.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 7th day of May, A.D., 2013.

ATTEST:

CITY CLERK

ADOPTED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2013-0255

File ID: 2013-0255 **Type:** Resolution **Status:** Passed

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

File Created: 04/30/2013

Brief Title: Adopt a Resolution authorizing Requisition No. 20 from the Project Fund Construction Account. **Final Action:** 05/07/2013

Minute Book Number: MB2013-134

Title:

Adopt a Resolution authorizing Requisition No. 21 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.21, executed Bond Requisition No.21 RES2013-38 **Enactment Number:**

Contact: **Meeting Date:** 05/07/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Adopt a Resolution authorizing Requisition No. 21 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: 3 - Bradley, Delgado and Ware

Nays: 0

Absent: 2 - Carroll and Naylor

Yea: 3 President Bradley
Council Member Delgado
Vice President Ware

ΓEL-No Vote: 0

Text of Legislative File 2013-0255

Title

Adopt a Resolution authorizing Requisition No. 21 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. 21 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. 21 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. 21 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. 21 from the Project Fund Construction Account under the Loan in the total aggregate amount of $181,945.33 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. 21 from the Project Fund Construction Account under the Loan in the total aggregate amount of One hundred eighty-one thousand nine hundred forty-five & 33/100 dollars ($181,945.33) 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. 21 in the total aggregate amount of One hundred eighty-one thousand nine hundred forty-five & 33/100 dollars ($181,945.33) 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 7th 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 7th 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.: **21**

DATE OF REQUISITION: **5/7/2013**

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	$ 50,883.29	Pay App No. 10	Construction of Hwy 98 Fire Lines for period 2/26/13-3/26/13. MB 2012-1/125
2.	Jay Bearden Construction, Inc. P O Box 180428 Richland, MS 39218	094695.7220.01	$ 81,759.54	Pay App No. 1	Construction on COMSWIP Sewer Phase III for period 3/18/13 - 4/26/13. MB 2012-1/387
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.03	$ 4,405.00	17438	Construction management for COMSWIP Hwy 98 West Booster Station for period 3/24/13-4/20/13. MB 2011-4/89-110
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.01	$ 8,797.50	17436	Construction management for COMSWIP Sewer Phase III for period 3/24/13-4/20/13. MB 2011-4/89-110
5.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.50	$ 14,387.50	17435	Construction management for COMSWIP Sewer Phase II for period 3/24/13-4/20/13. MB 2011-4/89-110
6.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.51	$ 13,627.50	17432	Construction management for COMSWIP Sewer Phase IV for period 3/24/13-4/20/13. MB 2011-4/89-110

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
7.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.50	$ 675.00	17440	Construction management for COMSWIP Water Phase I for period 3/24/13-4/20/13. MB 2011-4/89-110
8.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.04	$ 450.00	17439	Construction management for COMSWIP Hwy 98 West Elevated Water Tank for period 3/24/13-4/20/13. MB 2011-4/89-110
9.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.28	$ 6,960.00	17437	Construction management for COMSWIP Hwy 98 West Fire Lines for period 3/24/13-4/20/13. MB 2011-4/89-110
			$ 181,945.33		

sdw

Engineering Progress

April 4, 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

Bert:

Enclosed please find Pay Estimate No. 10 in the amount of $50,883.29 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

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

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

Date: 4/4/13

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

Pay Estimate No.: Ten (10)

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

Pay Period: Feb 26, 2013 - March 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	1304.00	3176	L.F.	$26.05	$ 82,734.80
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	15,367	2334.00	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	340.00	370	L.F.	$52.05	$ 19,258.50
6	8" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	800	150.00	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	450.00	530	L.F.	$65.00	$ 34,450.00
10	10" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	1,550	190.00	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	60.00	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	1.00	2	Each	$1,650.00	$ 3,300.00
28	Connection: Proposed 8" to Proposed 6" (Tee & other fittings)	4	2.00	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	6.00	22	Each	$1,195.00	$ 26,290.00
32	6" Gate Valve	5	2.00	5	Each	$725.00	$ 3,625.00
33	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	96	8.00	94	Each	$3,450.00	$ 324,300.00
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		0.85	L.S.	$25,000.00	$ 21,250.00
36	Grassing	1		0.65	L.S.	$26,500.00	$ 17,225.00
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	$ 3,701,623.37
	Less 5% Retainage	$ 185,081.17
Time Elapsed to Date: 92%	**Stored Materials**	$ 86,160.40
Percent Complete: 95%	**Total Due - Regular Work**	$ 3,602,702.60
	Less Previous Payments	$ 3,551,819.31
	Net Amount Due This Estimate	$ 50,883.29
	Less Deductions	$ -
	Net Payment Due	$ 50,883.29

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Kyle D. Wallace, P.E.
Project Engineer

APPROVED:
City of Hattiesburg

OWNER

sdw

Engineering Progress

March 28, 2013

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

Attn: Bert Kuyrkendall

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

Dear Bert,

Enclosed please find Pay Estimate No. 1 in the amount of $81,759.54 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

cc: Terry Jackson
Jay Bearden Construction, Inc.

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

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

Date: 4-27-13

Project: Comprehensive Sewer Improvements Phase III
City of Hattiesburg
Contractor: Jay Bearden Construction, Inc.
P.O. Box 180428 Richland, MS 39218
Pay Estimate No.: One (1)

Pay Period: Mar 18, 2013 - April 26, 2013

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
						CONTRACT TOTAL:	$1,632,964.92
	SITE 5 - MOBILE STREET AREA						$997,286.01
1	8" SDR 26 PVC Sewer Pipe (0'-6')	1,298			Lin. Ft.	$ 36.63	$ -
2	8" SDR 26 PVC Sewer Pipe (6'-8')	1,215			Lin. Ft.	$ 43.53	$ -
3	8" SDR 26 PVC Sewer Pipe (8'-10')	683			Lin. Ft.	$ 50.43	$ -
4	8" SDR 26 PVC Sewer Pipe (10'-12')	200			Lin. Ft.	$ 57.33	$ -
5	15" SDR 26 PVC Sewer Pipe (6'-8')	533			Lin. Ft.	$ 55.90	$ -
6	15" SDR 26 PVC Sewer Pipe (8'-10')	676			Lin. Ft.	$ 62.80	$ -
7	15" SDR 26 PVC Sewer Pipe (10'-12')	488			Lin. Ft.	$ 69.70	$ -
8	15" SDR 26 PVC Sewer Pipe (12'-14')	601			Lin. Ft.	$ 76.60	$ -
9	Abandonement of Existing Sewer Line	5,478			Lin. Ft.	$ 4.00	$ -
10	48" Precast Concrete Sewer Manhole (0'-6')	7			Each	$ 1,737.11	$ -
11	48" Precast Concrete Sewer Manhole (6'-8')	4			Each	$ 2,124.66	$ -
12	48" Precast Concrete Sewer Manhole (8'-10')	2			Each	$ 2,512.20	$ -
13	60" Precast Concrete Sewer Manhole (6'-8')	2			Each	$ 4,138.00	$ -
14	60" Precast Concrete Sewer Manhole (8'-10')	3			Each	$ 4,874.00	$ -
15	60" Precast Concrete Sewer Manhole (10'-12')	3			Each	$ 5,611.00	$ -
16	60" Precast Concrete Sewer Manhole (12'-14')	2			Each	$ 6,347.00	$ -
17	Demolition and Removal of Existing Manhole	2			Each	$ 1,000.00	$ -
18	Abandonement of Existing Manhole	20			Each	$ 1,000.00	$ -
19	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	216			Lin. Ft.	$ 10.52	$ -
20	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,884			Lin. Ft.	$ 14.37	$ -
21	8"x8"x6" PVC Tee	42			Each	$ 161.00	$ -
22	15"x15"x6" PVC Tee	17			Each	$ 393.00	$ -
23	6" PVC Cleanout	56			Each	$ 202.00	$ -
24	Crushed Aggregate (Size 825)	2,629			Ton	$ 49.50	$ -
25	Select Fill Material (Class 9, Group C), LVM	8,060			Cu. Yd.	$ 8.00	$ -
26	Concrete Pavement Repair (All Depths)	137			Sq. Yd.	$ 65.00	$ -
27	Asphalt Pavement Repair (All Depths)	5,832			Sq. Yd.	$ 32.45	$ -
28	Concrete Curb & Gutter (Match Existing Type)	145			Lin. Ft.	$ 20.00	$ -
29	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	428			Lin. Ft.	$ 15.00	$ -
30	10" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			Lin. Ft.	$ 29.25	$ -
31	12" Reinforced Concrete Pipe, Class III, Rubber Gaskets	90			Lin. Ft.	$ 29.25	$ -
32	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	178			Lin. Ft.	$ 33.50	$ -
33	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			Lin. Ft.	$ 37.50	$ -
34	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			Lin. Ft.	$ 51.50	$ -
35	22"x13" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	32			Lin. Ft.	$ 57.50	$ -
36	29"x18" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	64			Lin. Ft.	$ 64.50	$ -
37	36"x23" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	12			Lin. Ft.	$ 90.61	$ -
38	Class "B" Concrete, Minor Structures	10			Cu. Yd.	$ 1,200.00	$ -
39	Grassing	1			L.S.	$ 5,000.00	$ -
40	Erosion Control	1			L.S.	$ 10,000.00	$ -
41	Mobilization	1			L.S.	$ 54,000.00	$ -
42	Maintenance of Traffic	1			L.S.	$ 20,000.00	$ -
						subtotal	$ -

	SITE 7 - EAST 8TH STREET						**$430,573.91**
43	8" SDR 26 PVC Sewer Pipe (0'-6')	40			Lin. Ft.	$ 36.63	$ -
44	8" SDR 26 PVC Sewer Pipe (6'-8')	44	20.00	20.00	Lin. Ft.	$ 43.53	$ 870.60
45	8" SDR 26 PVC Sewer Pipe (8'-10')	841	112.00	112.00	Lin. Ft.	$ 50.43	$ 5,648.16
46	8" SDR 26 PVC Sewer Pipe (10'-12')	927	522.00	522.00	Lin. Ft.	$ 57.33	$ 29,926.26
47	Abandonement of Existing Sewer Line	2,305			Lin. Ft.	$ 4.00	$ -
48	48" Precast Concrete Sewer Manhole (0'-6')	2			Each	$ 1,737.11	$ -
49	48" Precast Concrete Sewer Manhole (6'-8')	3	1.00	1.00	Each	$ 2,124.66	$ 2,124.66
50	48" Precast Concrete Sewer Manhole (8'-10')	4			Each	$ 2,512.20	$ -
51	48" Precast Concrete Sewer Manhole (10'-12')	3	2.00	2.00	Each	$ 2,900.00	$ 5,800.00
52	Drop Manhole Assembly (All Depths)	1			Each	$ 1,500.00	$ -
53	Demolition and Removal of Existing Manhole	2			Each	$ 1,200.00	$ -
54	Abandonement of Existing Manhole	10			Each	$ 1,000.00	$ -
55	Abandonement of Existing Pump Station	1			L.S.	$ 15,000.00	$ -
56	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	144			Lin. Ft.	$ 10.50	$ -
57	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,062	178.00	178.00	Lin. Ft.	$ 14.50	$ 2,581.00
58	8"x8"x6" PVC Tee	36	12.00	12.00	Each	$ 161.00	$ 1,932.00
59	6" PVC Cleanout	36	10.00	10.00	Each	$ 202.00	$ 2,020.00
60	Crushed Aggregate (Size 825)	1,001	246.49	246.49	Ton	$ 49.50	$ 12,201.26
61	Select Fill Material (Class 9, Group C), LVM	3,068	255.00	255.00	Cu. Yd.	$ 8.00	$ 2,040.00
62	Concrete Pavement Repair (All Depths)	9			Sq. Yd.	$ 112.00	$ -
63	Asphalt Pavement Repair (All Depths)	2,263			Sq. Yd.	$ 32.45	$ -
64	Concrete Curb & Gutter (Match Existing Type)	95			Lin. Ft.	$ 25.00	$ -
65	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	64			Lin. Ft.	$ 15.00	$ -
66	29"x18" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	32			Lin. Ft.	$ 64.50	$ -
67	End Section, Class III	1			Each	$ 1,006.00	$ -
68	Class "B" Concrete, Minor Structures	1			Cu. Yd.	$ 2,000.00	$ -
69	Grassing	1			L.S.	$ 5,000.00	$ -
70	Erosion Control	1	14%	14%	L.S.	$ 10,000.00	$ 1,400.00
71	Mobilization	1	50%	50%	L.S.	$ 43,000.00	$ 21,500.00
72	Maintenance of Traffic	1	14%	14%	L.S.	$ 20,000.00	$ 2,800.00
						subtotal	$ 90,843.94
	SITE 8 - BORE UNDER NS RAILROAD AT EAST 4TH STREET						**$205,105.00**
73	21" DI Sewer Pipe (0'-6')	24			Lin. Ft.	$ 145.00	$ -
74	24" DI Sewer Pipe (0'-6')	246			Lin. Ft.	$ 145.00	$ -
75	36" Steel Casing (0.50" WT) (Bored) (Incl: Insurance Bond for Railways)	140			Lin. Ft.	$ 532.00	$ -
76	Abandonement of Existing Sewer Line	250			Lin. Ft.	$ 10.00	$ -
77	72" Precast Concrete Sewer Manhole (6'-8')	1			Each	$ 6,205.00	$ -
78	72" Precast Concrete Sewer Manhole (8'-10')	2			Each	$ 6,550.00	$ -
79	Abandonement of Existing Manhole	1			Each	$ 1,000.00	$ -
80	Clearing and Grubbing	1			L.S.	$ 10,000.00	$ -
81	Grouted RipRap (Size 300) w/ Geotextile Fabric	30			Sq. Yd.	$ 125.00	$ -
82	Grassing	1			L.S.	$ 5,000.00	$ -
83	Erosion Control	1			L.S.	$ 10,000.00	$ -
84	Mobilization	1			L.S.	$ 8,000.00	$ -
						subtotal	$ -

Percent Complete: 5%
Time Elapsed to date: 20%

Total Earned - Regular Work	$	90,843.94
Less 10% Retainage	$	9,084.39
Stored Materials		
Total Due - Regular Work	$	81,759.54
Less Previous Payments		
Net Amount Due This Estimate	$	81,759.54
Less Deductions	$	-
Net Payment Due	$	81,759.54

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

sdw
Engineering Progress

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

April 24, 2013
Project No: 1273-W002
Invoice No: 17438

Project Manager Kyle Wallace

Project 1273-W002 Hwy 98 West Booster Station

Professional Services from March 24, 2013 to April 20, 2013

Phase CM Hwy 98 W Booster Sta - Construction Mgmt

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Tingle, William	2.00	85.00	170.00	
Construction Observer				
McLendon, Gerald	41.00	85.00	3,485.00	
Project Engineer				
Wallace, Kyle	5.00	150.00	750.00	
Totals	48.00		4,405.00	
Total Labor				**4,405.00**
		Total this Phase		**$4,405.00**
		Total this Invoice		**$4,405.00**

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

sdw Engineering Progress

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

April 24, 2013
Project No: 1273-S003
Invoice No: 17436

Project Manager Kyle Wallace

Project 1273-S003 Comprehensive Sewer Improvements Ph III

Professional Services from March 24, 2013 to April 20, 2013

Phase CM Construction Management

Construction Cost	1,632,964.92			
Fee Percentage	9.00			
Total Fee	146,966.84			
Percent Complete	100.00	Total Earned	146,966.84	
		Previous Fee Billing	146,966.84	
		Current Fee Billing	0.00	
		Total Fee		**0.00**

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	11.50	85.00	977.50	
Tingle, William	30.00	85.00	2,550.00	
CONSTRUCTION OBSERVER				
Jackson, Terry	47.00	85.00	3,995.00	
PROJECT ENGINEER				
Wallace, Kyle	8.50	150.00	1,275.00	
Totals	97.00		8,797.50	
Total Labor				**8,797.50**
			Total this Phase	**$8,797.50**
			Total this Invoice	**$8,797.50**

Outstanding Invoices

Number	Date	Balance
17388	3/28/2013	427.50
Total		**427.50**

Total Now Due **$9,225.00**

sdw Engineering Progress

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

April 24, 2013
Project No: 1273-S002
Invoice No: 17435

Project Manager Kyle Wallace

Project 1273-S002 Comprehensive Sewer Improvements - Ph II

Professional Services from March 24, 2013 to April 20, 2013

Phase CM Construction Management

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

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

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Tingle, William	152.50	85.00	12,962.50	
PROJECT ENGINEER				
Wallace, Kyle	9.50	150.00	1,425.00	
Totals	162.00		14,387.50	
Total Labor				**14,387.50**
			Total this Phase	**$14,387.50**
			Total this Invoice	**$14,387.50**

Outstanding Invoices

Number	Date	Balance		
17389	3/28/2013	20,505.00		
Total		**20,505.00**		
			Total Now Due	**$34,892.50**

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

sdw
Engineering Progress

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

April 23, 2013
Project No: 1273-S004
Invoice No: 17432

Project Manager John Weeks
Project 1273-S004 Comprehensive Sewer Imp. Ph IV

Work - In - Progress

Professional Services from March 24, 2013 to April 20, 2013

Phase CM Construction Management

Construction Cost	509,240.00			
Fee Percentage	9.00			
Total Fee	45,831.60			
Percent Complete	100.00	Total Earned	45,831.60	
		Previous Fee Billing	45,831.60	
		Current Fee Billing	0.00	
		Total Fee		**0.00**

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Phillips, Michael	61.50	85.00	5,227.50	
PROJECT ENGINEER				
Weeks, John	56.00	150.00	8,400.00	
Totals	117.50		13,627.50	
Total Labor				**13,627.50**
			Total this Phase	**$13,627.50**
			Total this Invoice	**$13,627.50**

Outstanding Invoices

Number	Date	Balance		
17397	3/28/2013	2,312.50		
Total		**2,312.50**		
			Total Now Due	**$15,940.00**

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

sdw
Engineering Progress

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

April 24, 2013
Project No: 1273-W004
Invoice No: 17440

Project Manager Kyle Wallace

Project 1273-W004 Comprehensive Water Improvement - Ph I

Professional Services from March 24, 2013 to April 20, 2013

Phase CM COMSWIP Water Imp Phl - Construction

Construction Cost	433,213.65			
Fee Percentage	9.00			
Total Fee	38,989.23			
Percent Complete	100.00	Total Earned	38,989.23	
		Previous Fee Billing	38,989.23	
		Current Fee Billing	0.00	
		Total Fee		**0.00**

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	4.50	150.00	675.00	
Totals	4.50		675.00	
Total Labor				**675.00**
			Total this Phase	**$675.00**
			Total this Invoice	**$675.00**

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

sdw
Engineering Progress

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

April 24, 2013
Project No: 1273-W003
Invoice No: 17439

Project Manager Kyle Wallace

Project 1273-W003 Highway 98 West Elevated Tank

Professional Services from March 24, 2013 to April 20, 2013

Phase CM Hwy 98 West Elevated Tank - Construction

Professional Personnel

	Hours	Rate	Amount	
Project Engineer				
Wallace, Kyle	3.00	150.00	450.00	
Totals	3.00		450.00	
Total Labor				**450.00**
		Total this Phase		**$450.00**
		Total this Invoice		**$450.00**

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

sdw
Engineering Progress

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

April 24, 2013
Project No: 1273-W001
Invoice No: 17437

Project Manager Kyle Wallace

Project 1273-W001 Hwy 98 West Fire Lines

Professional Services from March 24, 2013 to April 20, 2013

Phase CM Hwy 98 W Fire Lines - Construction Mgt

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Tingle, William	2.00	85.00	170.00	
Construction Observer				
McLendon, Gerald	64.00	85.00	5,440.00	
Project Engineer				
Wallace, Kyle	9.00	150.00	1,350.00	
Totals	75.00		6,960.00	
Total Labor				**6,960.00**
		Total this Phase		**$6,960.00**
		Total this Invoice		**$6,960.00**

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

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. 21 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 Delgado offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 21 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. 21 from the Project Fund Construction Account under the Loan in the total aggregate amount of $181,945.33 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. 21 from the Project Fund Construction Account under the Loan in the total aggregate amount of One hundred eighty-one thousand nine hundred forty-five & 33/100 dollars ($181,945.33) 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. 21 in the total aggregate amount of One hundred eighty-one thousand nine hundred forty-five & 33/100 dollars ($181,945.33) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley
Delgado
Ware

NAYS: None

ABSENT: Carroll
Naylor

The President thereby declared the motion carried and the resolution adopted, this the 7th 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 7th 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.: **21**

DATE OF REQUISITION: **5/7/2013**

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	$ 50,883.29	Pay App No. 10	Construction of Hwy 98 Fire Lines for period 2/26/13-3/26/13. MB 2012-1/125
2.	Jay Bearden Construction, Inc. P O Box 180428 Richland, MS 39218	094695.7220.01	$ 81,759.54	Pay App No. 1	Construction on COMSWIP Sewer Phase III for period 3/18/13 - 4/26/13. MB 2012-1/387
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.03	$ 4,405.00	17438	Construction management for COMSWIP Hwy 98 West Booster Station for period 3/24/13-4/20/13. MB 2011-4/89-110
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.01	$ 8,797.50	17436	Construction management for COMSWIP Sewer Phase III for period 3/24/13-4/20/13. MB 2011-4/89-110
5.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.50	$ 14,387.50	17435	Construction management for COMSWIP Sewer Phase II for period 3/24/13-4/20/13. MB 2011-4/89-110
6.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.51	$ 13,627.50	17432	Construction management for COMSWIP Sewer Phase IV for period 3/24/13-4/20/13. MB 2011-4/89-110

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
7.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.50	$ 675.00	17440	Construction management for COMSWIP Water Phase I for period 3/24/13-4/20/13. MB 2011-4/89-110
8.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.04	$ 450.00	17439	Construction management for COMSWIP Hwy 98 West Elevated Water Tank for period 3/24/13-4/20/13. MB 2011-4/89-110
9.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.28	$ 6,960.00	17437	Construction management for COMSWIP Hwy 98 West Fire Lines for period 3/24/13-4/20/13. MB 2011-4/89-110
			$ 181,945.33		

sdw

Engineering Progress

April 4, 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

Bert:

Enclosed please find Pay Estimate No. 10 in the amount of $50,883.29 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

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

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

Date: 4/4/13

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

Pay Estimate No.: Ten (10)

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

Pay Period: Feb 26, 2013 - March 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	1304.00	3176	L.F.	$26.05	$ 82,734.80
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	15,367	2334.00	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	340.00	370	L.F.	$52.05	$ 19,258.50
6	8" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	800	150.00	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	450.00	530	L.F.	$65.00	$ 34,450.00
10	10" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	1,550	190.00	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	60.00	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	1.00	2	Each	$1,650.00	$ 3,300.00
28	Connection: Proposed 8" to Proposed 6" (Tee & other fittings)	4	2.00	4	Each	$1,445.00	$ 5,780.00

sdw

Engineering Progress

March 28, 2013

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

Attn: Bert Kuyrkendall

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

Dear Bert,

Enclosed please find Pay Estimate No. 1 in the amount of $81,759.54 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

cc: Terry Jackson
Jay Bearden Construction, Inc.

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

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

Date: 4-27-13

Project: Comprehensive Sewer Improvements Phase III
City of Hattiesburg
Contractor: Jay Bearden Construction, Inc.
P.O. Box 180428 Richland, MS 39218
Pay Estimate No.: One (1)

Pay Period: Mar 18, 2013 - April 26, 2013

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
						CONTRACT TOTAL:	$1,632,964.92
	SITE 5 - MOBILE STREET AREA						$997,286.01
1	8" SDR 26 PVC Sewer Pipe (0'-6')	1,298			Lin. Ft.	$ 36.63	$ -
2	8" SDR 26 PVC Sewer Pipe (6'-8')	1,215			Lin. Ft.	$ 43.53	$ -
3	8" SDR 26 PVC Sewer Pipe (8'-10')	683			Lin. Ft.	$ 50.43	$ -
4	8" SDR 26 PVC Sewer Pipe (10'-12')	200			Lin. Ft.	$ 57.33	$ -
5	15" SDR 26 PVC Sewer Pipe (6'-8')	533			Lin. Ft.	$ 55.90	$ -
6	15" SDR 26 PVC Sewer Pipe (8'-10')	676			Lin. Ft.	$ 62.80	$ -
7	15" SDR 26 PVC Sewer Pipe (10'-12')	488			Lin. Ft.	$ 69.70	$ -
8	15" SDR 26 PVC Sewer Pipe (12'-14')	601			Lin. Ft.	$ 76.60	$ -
9	Abandonement of Existing Sewer Line	5,478			Lin. Ft.	$ 4.00	$ -
10	48" Precast Concrete Sewer Manhole (0'-6')	7			Each	$ 1,737.11	$ -
11	48" Precast Concrete Sewer Manhole (6'-8')	4			Each	$ 2,124.66	$ -
12	48" Precast Concrete Sewer Manhole (8'-10')	2			Each	$ 2,512.20	$ -
13	60" Precast Concrete Sewer Manhole (6'-8')	2			Each	$ 4,138.00	$ -
14	60" Precast Concrete Sewer Manhole (8'-10')	3			Each	$ 4,874.00	$ -
15	60" Precast Concrete Sewer Manhole (10'-12')	3			Each	$ 5,611.00	$ -
16	60" Precast Concrete Sewer Manhole (12'-14')	2			Each	$ 6,347.00	$ -
17	Demolition and Removal of Existing Manhole	2			Each	$ 1,000.00	$ -
18	Abandonement of Existing Manhole	20			Each	$ 1,000.00	$ -
19	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	216			Lin. Ft.	$ 10.52	$ -
20	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,884			Lin. Ft.	$ 14.37	$ -
21	8"x8"x6" PVC Tee	42			Each	$ 161.00	$ -
22	15"x15"x6" PVC Tee	17			Each	$ 393.00	$ -
23	6" PVC Cleanout	56			Each	$ 202.00	$ -
24	Crushed Aggregate (Size 825)	2,629			Ton	$ 49.50	$ -
25	Select Fill Material (Class 9, Group C), LVM	8,060			Cu. Yd.	$ 8.00	$ -
26	Concrete Pavement Repair (All Depths)	137			Sq. Yd.	$ 65.00	$ -
27	Asphalt Pavement Repair (All Depths)	5,832			Sq. Yd.	$ 30.45	$ -

	SITE 7 - EAST 8TH STREET						**$430,573.91**
43	8" SDR 26 PVC Sewer Pipe (0'-6')	40			Lin. Ft.	$ 36.63	$ -
44	8" SDR 26 PVC Sewer Pipe (6'-8')	44	20.00	20.00	Lin. Ft.	$ 43.53	$ 870.60
45	8" SDR 26 PVC Sewer Pipe (8'-10')	841	112.00	112.00	Lin. Ft.	$ 50.43	$ 5,648.16
46	8" SDR 26 PVC Sewer Pipe (10'-12')	927	522.00	522.00	Lin. Ft.	$ 57.33	$ 29,926.26
47	Abandonement of Existing Sewer Line	2,305			Lin. Ft.	$ 4.00	$ -
48	48" Precast Concrete Sewer Manhole (0'-6')	2			Each	$ 1,737.11	$ -
49	48" Precast Concrete Sewer Manhole (6'-8')	3	1.00	1.00	Each	$ 2,124.66	$ 2,124.66
50	48" Precast Concrete Sewer Manhole (8'-10')	4			Each	$ 2,512.20	$ -
51	48" Precast Concrete Sewer Manhole (10'-12')	3	2.00	2.00	Each	$ 2,900.00	$ 5,800.00
52	Drop Manhole Assembly (All Depths)	1			Each	$ 1,500.00	$ -
53	Demolition and Removal of Existing Manhole	2			Each	$ 1,200.00	$ -
54	Abandonement of Existing Manhole	10			Each	$ 1,000.00	$ -
55	Abandonement of Existing Pump Station	1			L.S.	$ 15,000.00	$ -
56	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	144			Lin. Ft.	$ 10.50	$ -
57	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,062	178.00	178.00	Lin. Ft.	$ 14.50	$ 2,581.00
58	8"x8"x6" PVC Tee	36	12.00	12.00	Each	$ 161.00	$ 1,932.00
59	6" PVC Cleanout	36	10.00	10.00	Each	$ 202.00	$ 2,020.00
60	Crushed Aggregate (Size 825)	1,001	246.49	246.49	Ton	$ 49.50	$ 12,201.26
61	Select Fill Material (Class 9, Group C), LVM	3,068	255.00	255.00	Cu. Yd.	$ 8.00	$ 2,040.00
62	Concrete Pavement Repair (All Depths)	9			Sq. Yd.	$ 112.00	$ -
63	Asphalt Pavement Repair (All Depths)	2,263			Sq. Yd.	$ 32.45	$ -
64	Concrete Curb & Gutter (Match Existing Type)	95			Lin. Ft.	$ 25.00	$ -
65	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	64			Lin. Ft.	$ 15.00	$ -
66	29"x18" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	32			Lin. Ft.	$ 64.50	$ -
67	End Section, Class III	1			Each	$ 1,006.00	$ -
68	Class "B" Concrete, Minor Structures	1			Cu. Yd.	$ 2,000.00	$ -
69	Grassing	1			L.S.	$ 5,000.00	$ -
70	Erosion Control	1	14%	14%	L.S.	$ 10,000.00	$ 1,400.00
71	Mobilization	1	50%	50%	L.S.	$ 43,000.00	$ 21,500.00
72	Maintenance of Traffic	1	14%	14%	L.S.	$ 20,000.00	$ 2,800.00
						subtotal	$ 90,843.94
	SITE 8 - BORE UNDER NS RAILROAD AT EAST 4TH STREET						**$205,105.00**
73	21" DI Sewer Pipe (0'-6')	24			Lin. Ft.	$ 145.00	$ -
74	24" DI Sewer Pipe (0'-6')	246			Lin. Ft.	$ 145.00	$ -
75	36" Steel Casing (0.50" WT) (Bored) (Incl: Insurance Bond for Railways)	140			Lin. Ft.	$ 532.00	$ -
76	Abandonement of Existing Sewer Line	250			Lin. Ft.	$ 10.00	$ -
77	72" Precast Concrete Sewer Manhole (6'-8')	1			Each	$ 6,205.00	$ -
78	72" Precast Concrete Sewer Manhole (8'-10')	2			Each	$ 9,550.00	$ -

sdw
Engineering Progress

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

April 24, 2013
Project No: 1273-W002
Invoice No: 17438

Project Manager Kyle Wallace
Project 1273-W002 Hwy 98 West Booster Station
Professional Services from March 24, 2013 to April 20, 2013

Phase CM Hwy 98 W Booster Sta - Construction Mgmt

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Tingle, William	2.00	85.00	170.00	
Construction Observer				
McLendon, Gerald	41.00	85.00	3,485.00	
Project Engineer				
Wallace, Kyle	5.00	150.00	750.00	
Totals	48.00		4,405.00	
Total Labor				**4,405.00**
		Total this Phase		**$4,405.00**
		Total this Invoice		**$4,405.00**

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

APPROVED FOR PAYMENT
DATE 5/1/13
SIGNATURE

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

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Engineering Progress

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

April 24, 2013
Project No: 1273-S003
Invoice No: 17436

Project Manager Kyle Wallace

Project 1273-S003 Comprehensive Sewer Improvements Ph III

Professional Services from March 24, 2013 to April 20, 2013

Phase CM Construction Management

Construction Cost	1,632,964.92			
Fee Percentage	9.00			
Total Fee	146,966.84			
Percent Complete	100.00	Total Earned	146,966.84	
		Previous Fee Billing	146,966.84	
		Current Fee Billing	0.00	
		Total Fee		**0.00**

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	11.50	85.00	977.50	
Tingle, William	30.00	85.00	2,550.00	
CONSTRUCTION OBSERVER				
Jackson, Terry	47.00	85.00	3,995.00	
PROJECT ENGINEER				
Wallace, Kyle	8.50	150.00	1,275.00	
Totals	97.00		8,797.50	
Total Labor				**8,797.50**
			Total this Phase	**$8,797.50**
			Total this Invoice	**$8,797.50**

Outstanding Invoices

Number	Date	Balance
17388	3/28/2013	427.50
Total		**427.50**

Total Now Due **$9,225.00**

APPROVED FOR PAYMENT
DATE 5/1/13
SIGNATURE

sdw
Engineering Progress

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

April 24, 2013
Project No: 1273-S002
Invoice No: 17435

Project Manager Kyle Wallace

Project 1273-S002 Comprehensive Sewer Improvements - Ph II

Professional Services from March 24, 2013 to April 20, 2013

Phase CM Construction Management

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

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

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Tingle, William	152.50	85.00	12,962.50	
PROJECT ENGINEER				
Wallace, Kyle	9.50	150.00	1,425.00	
Totals	162.00		14,387.50	
Total Labor				**14,387.50**
			Total this Phase	**$14,387.50**
			Total this Invoice	**$14,387.50**

Outstanding Invoices

Number	Date	Balance
17389	3/28/2013	20,505.00
Total		**20,505.00**

Total Now Due **$34,892.50**

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

APPROVED FOR PAYMENT
DATE 5/1/13
SIGNATURE

sdw
Engineering Progress

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

April 23, 2013
Project No: 1273-S004
Invoice No: 17432

Project Manager John Weeks
Project 1273-S004 Comprehensive Sewer Imp. Ph IV

Work - In - Progress

Professional Services from March 24, 2013 to April 20, 2013

Phase CM Construction Management

Construction Cost	509,240.00			
Fee Percentage	9.00			
Total Fee	45,831.60			
Percent Complete	100.00	Total Earned	45,831.60	
		Previous Fee Billing	45,831.60	
		Current Fee Billing	0.00	
		Total Fee		**0.00**

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Phillips, Michael	61.50	85.00	5,227.50	
PROJECT ENGINEER				
Weeks, John	56.00	150.00	8,400.00	
Totals	117.50		13,627.50	
Total Labor				**13,627.50**
			Total this Phase	**$13,627.50**
			Total this Invoice	**$13,627.50**

Outstanding Invoices

Number	Date	Balance
17397	3/28/2013	2,312.50
Total		**2,312.50**

Total Now Due **$15,940.00**

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

APPROVED FOR PAYMENT
DATE 5/1/13
SIGNATURE

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

sdw
Engineering Progress

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

April 24, 2013
Project No: 1273-W004
Invoice No: 17440

Project Manager Kyle Wallace
Project 1273-W004 Comprehensive Water Improvement - Ph I
Professional Services from March 24, 2013 to April 20, 2013

Phase CM COMSWIP Water Imp Phl - Construction

Construction Cost	433,213.65			
Fee Percentage	9.00			
Total Fee	38,989.23			
Percent Complete	100.00	Total Earned	38,989.23	
		Previous Fee Billing	38,989.23	
		Current Fee Billing	0.00	
		Total Fee		**0.00**

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	4.50	150.00	675.00	
Totals	4.50		675.00	
Total Labor				**675.00**
			Total this Phase	**$675.00**
			Total this Invoice	**$675.00**

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

APPROVED FOR PAYMENT
DATE 5/1/13
SIGNATURE

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

sdw
Engineering Progress

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

April 24, 2013
Project No: 1273-W003
Invoice No: 17439

Project Manager Kyle Wallace
Project 1273-W003 Highway 98 West Elevated Tank
Professional Services from March 24, 2013 to April 20, 2013

Phase CM Hwy 98 West Elevated Tank - Construction
Professional Personnel

	Hours	Rate	Amount	
Project Engineer				
Wallace, Kyle	3.00	150.00	450.00	
Totals	3.00		450.00	
Total Labor				**450.00**
			Total this Phase	**$450.00**
			Total this Invoice	**$450.00**

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

APPROVED FOR PAYMENT
DATE 5/1/13
SIGNATURE

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

sdw
Engineering Progress

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

April 24, 2013
Project No: 1273-W001
Invoice No: 17437

Project Manager Kyle Wallace
Project 1273-W001 Hwy 98 West Fire Lines
Professional Services from March 24, 2013 to April 20, 2013

Phase CM Hwy 98 W Fire Lines - Construction Mgt

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Tingle, William	2.00	85.00	170.00	
Construction Observer				
McLendon, Gerald	64.00	85.00	5,440.00	
Project Engineer				
Wallace, Kyle	9.00	150.00	1,350.00	
Totals	75.00		6,960.00	
Total Labor				**6,960.00**
		Total this Phase		**$6,960.00**
		Total this Invoice		**$6,960.00**

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

APPROVED FOR PAYMENT
DATE 5/1/13
SIGNATURE

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: 2013-0258

File ID: 2013-0258 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 04/30/2013

Brief Title: Authorize Mayor to executed Request for Cash and Summary Support Sheet No. 6 for the USA Yeast project.

Final Action: 05/07/2013

Minute Book Number: MB2013-134

Title:

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 6 in the amount of $22,394.50 for expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / USA Yeast.

Notes:

Sponsors: **Enactment Date:**

Attachments: Request for Cash No 6, executed Request for Cash No 6 **Enactment Number:**

Contact: **Meeting Date:** 05/07/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 6 in the amount of $22,394.50 for expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / USA Yeast.

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

Yeas: 3 - Bradley, Delgado and Ware

Nays: 0

Absent: 2 - Carroll and Naylor

Yea: 3 President Bradley
Council Member Delgado
Vice President Ware

ΓEL-No Vote: 0

Text of Legislative File 2013-0258

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 6 in the amount of $22,394.50 for expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / USA Yeast.

Summary

Authorize Mayor to executed Request for Cash and Summary Support Sheet No. 6 for the USA Yeast project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMO

DATE: March 30, 2013
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: **City of Hattiesburg**
CDBG Project #R-103-205-03-KED
Wastewater Treatment/USA Yeast
Request for Cash and Summary Support Sheet

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

1. HRG
   Invoice number 11003-01-6 in the amount of $7,105.86
   For Architect/Engineering expense

2. HRG
   Invoice number 11003-01-7 in the amount of $15,288.64
   For Architect/Engineering expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 6" in the amount of $22,394.50 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 6" and return it along with the supporting documentation for processing to our office at the following address:

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

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

REMINDER

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

enclosures

JIMMY G. GOURAS
URBAN PLANNING CONSULTANTS, INC.
1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

Mississippi Development Authority
REQUEST FOR CASH

Section A: General Information		Bank Information		Section B: Project Information		
Applicant Name:	City of Hattiesburg	Electronic Transfer	06530027	Grant No.	Contract No.	Request No.
Mailing Address	P.O. Box 1898	Bank Account	4800186627	R-103-06	R-103-205-03-KED	6
Street Address		Bank Name:	Trustmark National Bank	FOR MDA USE ONLY		
City, State Zip	Hattiesburg, MS 39403-1898	Address	P.O. Box 1071			
Telephone No.	601-554-1014	City, State ZIP	Hattiesburg, MS 39403-1071	Vendor No.		
Fax Number		Telephone No.	601-469-3663			
Email Address		Services Rendered		IDIS Voucher Number		
		From: November 1, 2012	Thru: To: February 28, 2013			

Section C: Request Per Activity

Approval for Payment

Signature

Date

	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1	Administration	$ 90,000.00	$ 18,583.33		$ 71,416.67	
2	Application Preparation	$ 10,000.00	$ 10,000.00		$ -	
3	Architect/Engineering	$ 351,000.00	$ 59,674.80	$ 22,394.50	$ 268,930.70	
4	Evaporator Module Equipment	$ 4,549,000.00			$ 4,549,000.00	
5					$ -	
6					$ -	
7					$ -	
8					$ -	
9					$ -	
10					$ -	
11					$ -	
	Total:	$ 5,000,000.00	$ 88,258.13	$ 22,394.50	$ 4,889,347.37	

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

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

Signature of Authorized Official

Date Signed

Debra Tompkins
Prepared By

3/30/2013
Date Prepared

Johnny DuPree, Mayor
Typed Name and Title of Authorized Official

601-638-7121
Preparer's Telephone No.

Mississippi Development Authority

Cash Summary Support Sheet

Applicant City of Hattiesburg | Request No: 6 | Grant Number: R-103-06

Period Cost - Beginning November 1, 2012 | Ending Date: February 28, 2013 | Contract Number: R-103-205-03-KED

1. Activity: Administration

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

2. Activity: Architect/Engineering

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Architect/Engineering	HRG	11003-01-6	$7,105.86		$7,105.86
B.	Architect/Engineering	HRG	11003-01-7	$15,288.64		$15,288.64
C.						
D.						
			Subtotal:	**$ 22,394.50**	**$ -**	**$ 22,394.50**

3. Activity: Evaporator Module Equipment

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Evaporator Module Equipment					$0.00
B.						
C.						
D.						
			Subtotal:	**$ -**	**$ -**	**$ -**

Cash Summary Support Sheet

Applicant City of Hattiesburg Request No: 6 Grant Number: R-103-06

Contract Number: R-103-205-03-KED

4. Activity: _____

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

5. Activity: _____

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

6. Activity: _____

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

Cumulative Match Expended To Date:	$1,759,350.00	**GRAND TOTAL:**	**$22,394.50**	**$ - **	**$ 22,394.50**
Cumulative Federal Expended To Date:	$110,652.63				

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

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Hattiesburg
Contract Number: R-103-205-03-KED
Request for Cash Number: 6
Total Amount Requested: $ 22,394.50

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	$ 90,000.00	$ 18,583.33	$ -	$ 71,416.67
Engineering				$
Specific Line Items as Listed in the Budget:				
Application Preparation	$ 10,000.00	$ 10,000.00		$ -
Architect/Engineering	$ 351,000.00	$ 59,674.80	$ 22,394.50	$ 268,930.70
Evaporator module Equipment	$ 4,549,000.00		$ -	$ 4,549,000.00
		$ -	$ -	$ -
		$ -	$ -	$ -
			$ -	$ -
				$ -
				$ -
				$ -
				$ -
Total Budget	$ 5,000,000.00	$ 88,258.13	$ 22,394.50	$ 4,889,347.37

Total Funds Request to Date:	$ 110,652.63
Amount of Other Funds Expended to Date:	$1,759,350.00
CDBG Project Balance	$ 4,889,347.37

Period of Projected Cash Needs - Beginning: November 1, 2012 Thru February 28, 2013

TODAY'S DATE	3/30/2013	TOTAL CONTRACT BUDGET	$ 5,000,000.00	
CONTRACT BEGIN DATE (FROM CONTRACT)	2/17/2012	TOTAL AMOUNT SPENT TO DATE	$ 110,652.63	
CONTRACT END DATE (FROM CONTRACT)	2/17/2015	% TOTAL CONTRACT BUDGET SPENT	2.21%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	97.79%	
FINAL CONTRACT COMPLETION DATE	2/17/2015	CONSTRUCTION BUDGET AMOUNT	$ 4,549,000.00	Enter number from Cash Request.
CONTRACT DURATION (MONTHS)	36.00	TOTAL CONSTRUCTION DOLLARS SPENT TO	$ -	Enter number from Cash Request.
% OF CONTRACT PERIOD ELAPSED	37.17%	% CONSTRUCTION BUDGET SPENT	0.00%	
% OF CONTRACT PERIOD REMAINING	62.83%			

HRG
HATTIESBURG RESOURCE GROUP, LLC
ENGINEERING SOLUTIONS FOR SOUTH MISSISSIPPI

March 20, 2013
Project No: HR.11003.001
Invoice No: 011003-01-7

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from January 1, 2013 to February 28, 2013

Fee

Total Fee	$350,000.00		
Percent Complete	23.45	Total Earned	$82,069.30
		Previous Fee Billing	$66,780.66
		Current Fee Billing	$15,288.64
		Total Fee	**$15,288.64**

Total this Task Order $15,288.64

The following items of work were completed:

1. Coordination with City, MDA & Contractor

Certification

I, the undersigned, do hereby certify that the above invoice reflects a true and accurate accounting of the records of HRG, LLC and that the amount has not been paid or previously invoiced.

By: Michael W. Young

Title: Vice President

Federal Tax ID 45-2475863
(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

HRG
HATTIESBURG RESOURCE GROUP, LLC
ENGINEERING SOLUTIONS FOR SOUTH MISSISSIPPI

March 20, 2013
Project No: HR.11003.001
Invoice No: 011003-01-7

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from January 1, 2013 to February 28, 2013

Labor for Neel-Schaffer, Inc.

Mike Essary – *Engineer Manager*	1.5 hours @ $162.57	$243.86
Charles Pittman – *Project Engineer*	55.0 hours @ $140.82	$7,745.10
Michelle Gill – *Engineer Intern II*	6.0 hours @ $447.18	$447.18
Nathan Husman – *Engineer Manager*	1.0 hour @ $155.73	$155.73
Total N-S labor		**$8,591.87**

Labor for Shows, Dearman & Waits, Inc.

Shea McNease – *Principal*	11.0 hours @ $139.43	$1,533.73
Kyle Wallace – *Engineering Manager*	4.5 hours @ $139.43	$627.44
Michael Phillips – *Construction Observer*	35.0 hours @ $58.00	$2,030.00
William Tingle – *Construction Observer*	32.0 hours @ $78.30	$2,505.60
Total SD&W labor		**$6,696.77**

Total this Invoice $15,288.64

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	$15,288.64	$7,105.86	$82,069.30
Contract Amount			$350,000.00
Fee Remaining			$267,930.70

Federal Tax ID 45-2475863
(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

HRG
HATTIESBURG RESOURCE GROUP, LLC
ENGINEERING SOLUTIONS FOR SOUTH MISSISSIPPI

February 11, 2013
Project No: HR.11003.001
Invoice No: 011003-01-6

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from November 1, 2012 to December 31, 2012

Fee

Total Fee	$350,000.00		
Percent Complete	19.08	Total Earned	$66,780.66
		Previous Fee Billing	$59,674.80
		Current Fee Billing	$7,105.86
		Total Fee	**$7,105.86**

Total this Task Order $7,105.86

The following items of work were completed:

1. Coordination with City, MDA & Contractor

Certification

I, the undersigned, do hereby certify that the above invoice reflects a true and accurate accounting of the records of HRG, LLC and that the amount has not been paid or previously invoiced.

By: _____

Title: Vice-President

Federal Tax ID 45-2475863
(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

HRG
HATTIESBURG RESOURCE GROUP, LLC
ENGINEERING SOLUTIONS FOR SOUTH MISSISSIPPI

February 11, 2013
Project No: HR.11003.001
Invoice No: 011003-01-6

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from November 1, 2012 to December 31, 2012

Labor for Neel-Schaffer, Inc.

Mike Essary – *Engineer Manager*	1.0 hours @ $162.57	$162.57
Charles Pittman – *Project Engineer*	30.0 hours @ $140.82	$4,224.60
Jennifer Nobles – *Admin Asst Mgr*	1.0 hour @ $61.60	$61.60
Michelle Gill – *Engineer Intern II*	21.5 hours @ $74.53	$1,602.40
Nathan Husman – *Engineer Manager*	6.5 hours @ $155.73	$1,012.25
Total N-S labor		**$7,063.42**

Reimbursables

Postage/Fed-Ex	$42.44
	$42.44

Total this Invoice $7,105.86

Billing Limits	Current	Prior	To-Date
Total Billings	$7,105.86	$18,813.18	$66,780.66
Contract Amount			$350,000.00
Fee Remaining			$283,219.34

Federal Tax ID 45-2475863
(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

MEMO

DATE: March 30, 2013
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: **City of Hattiesburg**
CDBG Project #R-103-205-03-KED
Wastewater Treatment/USA Yeast
Request for Cash and Summary Support Sheet

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

1. HRG
   Invoice number 11003-01-6 in the amount of $7,105.86
   For Architect/Engineering expense

2. HRG
   Invoice number 11003-01-7 in the amount of $15,288.64
   For Architect/Engineering expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 6" in the amount of $22,394.50 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 6" and return it along with the supporting documentation for processing to our office at the following address:

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

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

REMINDER

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

enclosures

JIMMY G. GOURAS
URBAN PLANNING CONSULTANTS, INC.
1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

Mississippi Development Authority
REQUEST FOR CASH

Section A: General Information

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

Bank Information

Electronic Transfer 06530027
Bank Account 4800186627
Bank Name: Trustmark National Bank
Address P.O. Box 1071
City, State ZIP Hattiesburg, MS 39403-1071
Telephone No. 601-469-3663

Services Rendered: From November 1, 2012 Thru To February 28, 2013

Section B: Project Information

Grant No.	Contract No.	Request No.
R-103-05	R-103-20S-03-KED	6

FOR MDA USE ONLY

Vendor No.

IDIS Voucher Number

Approval for Payment

Signature

Date

Section C: Request Per Activity

	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1	Administration	$ 90,000.00	$ 18,583.33		$ 71,416.67	
2	Application Preparation	$ 10,000.00	$ 10,000.00		$ -	
3	Architect/Engineering	$ 351,000.00	$ 59,674.80	$ 22,394.50	$ 268,930.70	
4	Evaporator Module Equipment	$ 4,549,000.00			$ 4,549,000.00	
5					$ -	
6					$ -	
7					$ -	
8					$ -	
9					$ -	
10					$ -	
11					$ -	
	Total:	$ 5,000,000.00	$ 88,258.13	$ 22,394.50	$ 4,889,347.37	

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

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

Signature of Authorized Official

5-7-13
Date Signed

Johnny DuPree, Mayor
Typed Name and Title of Authorized Official

Debra Tompkins
Prepared By

3/30/2013
Date Prepared

601-638-7121
Preparer's Telephone No.

Mississippi Development Authority

Cash Summary Support Sheet

Applicant: City of Hattiesburg | Request No: 6 | Grant Number: R-103-06

Period Cost - Beginning: November 1, 2012 | Ending Date: February 28, 2013 | Contract Number: R-103-205-03-KED

1. Activity: Administration

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

2. Activity: Architect/Engineering

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Architect/Engineering	HRG	11003-01-6	$7,105.86		$7,105.86
B.	Architect/Engineering	HRG	11003-01-7	$15,288.64		$15,288.64
C.						
D.						
			Subtotal:	**$ 22,394.50**	$ -	**$ 22,394.50**

3. Activity: Evaporator Module Equipment

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

Cash Summary Support Sheet

Applicant City of Hattiesburg Request No: 6 Grant Number: R-103-06

Contract Number: R-103-205-03-KED

4. Activity:

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

5. Activity:

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

6. Activity:

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

Cumulative Match Expended To Date:	$1,759,350.00	**GRAND TOTAL:**	**$22,394.50**	**$ - $ 22,394.50**
Cumulative Federal Expended To Date:	$110,652.63			

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

Johnny DuPree, Mayor
Typed Name and Title of Authorized Official

Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Hattiesburg
Request for Cash Number: 6
Contract Number: R-103-205-03-KED
Total Amount Requested: $ 22,394.50

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	$ 90,000.00	$ 18,583.33	$ -	$ 71,416.67
Engineering				$
Specific Line Items as Listed in the Budget:				
Application Preparation	$ 10,000.00	$ 10,000.00		$ -
Architect/Engineering	$ 351,000.00	$ 59,674.80	$ 22,394.50	$ 268,930.70
Evaporator module Equipment	$ 4,549,000.00		$ -	$ 4,549,000.00
		$ -	$ -	$ -
		$ -	$ -	$ -
			$ -	$ -
				$ -
				$ -
				$ -
				$ -
Total Budget	$ 5,000,000.00	$ 88,258.13	$ 22,394.50	$ 4,889,347.37

Total Funds Request to Date:	$ 110,652.63
Amount of Other Funds Expended to Date:	$1,759,350.00
CDBG Project Balance	$ 4,889,347.37

Period of Projected Cash Needs - Beginning: November 1, 2012 Thru February 28, 2013

TODAY'S DATE	3/30/2013	TOTAL CONTRACT BUDGET	$ 5,000,000.00	
CONTRACT BEGIN DATE (FROM CONTRACT)	2/17/2012	TOTAL AMOUNT SPENT TO DATE	$ 110,652.63	
CONTRACT END DATE (FROM CONTRACT)	2/17/2015	% TOTAL CONTRACT BUDGET SPENT	2.21%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	97.79%	
FINAL CONTRACT COMPLETION DATE	2/17/2015	CONSTRUCTION BUDGET AMOUNT	$ 4,549,000.00	Enter number from Cash Request.
CONTRACT DURATION (MONTHS)	36.00	TOTAL CONSTRUCTION DOLLARS SPENT TO	$ -	Enter number from Cash Request.
% OF CONTRACT PERIOD ELAPSED	37.17%	% CONSTRUCTION BUDGET SPENT	0.00%	
% OF CONTRACT PERIOD REMAINING	62.83%			

HRG
HATTIESBURG RESOURCE GROUP, LLC
ENGINEERING SOLUTIONS FOR SOUTH MISSISSIPPI

March 20, 2013
Project No: HR.11003.001
Invoice No: 011003-01-7

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from January 1, 2013 to February 28, 2013

Fee

Total Fee	$350,000.00		
Percent Complete	23.45	Total Earned	$82,069.30
		Previous Fee Billing	$66,780.66
		Current Fee Billing	$15,288.64
		Total Fee	**$15,288.64**
		Total this Task Order	**$15,288.64**

The following items of work were completed:

1. Coordination with City, MDA & Contractor

Certification

I, the undersigned, do hereby certify that the above invoice reflects a true and accurate accounting of the records of HRG, LLC and that the amount has not been paid or previously invoiced.

By: _____

Title: Vice President

Federal Tax ID 45-2475863
(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

HRG
HATTIESBURG RESOURCE GROUP, LLC
ENGINEERING SOLUTIONS FOR SOUTH MISSISSIPPI

March 20, 2013
Project No: HR.11003.001
Invoice No: 011003-01-7

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from January 1, 2013 to February 28, 2013

Labor for Neel-Schaffer, Inc.

Mike Essary – *Engineer Manager*	1.5 hours @ $162.57	$243.86
Charles Pittman – *Project Engineer*	55.0 hours @ $140.82	$7,745.10
Michelle Gill – *Engineer Intern II*	6.0 hours @ $447.18	$447.18
Nathan Husman – *Engineer Manager*	1.0 hour @ $155.73	$155.73
Total N-S labor		**$8,591.87**

Labor for Shows, Dearman & Waits, Inc.

Shea McNease – *Principal*	11.0 hours @ $139.43	$1,533.73
Kyle Wallace – *Engineering Manager*	4.5 hours @ $139.43	$627.44
Michael Phillips – *Construction Observer*	35.0 hours @ $58.00	$2,030.00
William Tingle – *Construction Observer*	32.0 hours @ $78.30	$2,505.60
Total SD&W labor		**$6,696.77**

Total this Invoice $15,288.64

Billing Limits	Current	Prior	To-Date
Total Billings	$15,288.64	$7,105.86	$82,069.30
Contract Amount			$350,000.00
Fee Remaining			$267,930.70

Federal Tax ID 45-2475863
(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

HRG
HATTIESBURG RESOURCE GROUP, LLC
ENGINEERING SOLUTIONS FOR SOUTH MISSISSIPPI

February 11, 2013
Project No: HR.11003.001
Invoice No: 011003-01-6

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from November 1, 2012 to December 31, 2012

Fee

Total Fee	$350,000.00			
Percent Complete	19.08	Total Earned	$66,780.66	
		Previous Fee Billing	$59,674.80	
		Current Fee Billing	$7,105.86	
		Total Fee		**$7,105.86**
		Total this Task Order		**$7,105.86**

The following items of work were completed:

1. Coordination with City, MDA & Contractor

Certification

I, the undersigned, do hereby certify that the above invoice reflects a true and accurate accounting of the records of HRG, LLC and that the amount has not been paid or previously invoiced.

By: _____

Title: Vice President

Federal Tax ID 45-2475863
(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

HRG
HATTIESBURG RESOURCE GROUP, LLC
ENGINEERING SOLUTIONS FOR SOUTH MISSISSIPPI

February 11, 2013
Project No: HR.11003.001
Invoice No: 011003-01-6

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from November 1, 2012 to December 31, 2012

Labor for Neel-Schaffer, Inc.

Mike Essary – *Engineer Manager*	1.0 hours @ $162.57	$162.57
Charles Pittman – *Project Engineer*	30.0 hours @ $140.82	$4,224.60
Jennifer Nobles – *Admin Asst Mgr*	1.0 hour @ $61.60	$61.60
Michelle Gill – *Engineer Intern II*	21.5 hours @ $74.53	$1,602.40
Nathan Husman – *Engineer Manager*	6.5 hours @ $155.73	$1,012.25
Total N-S labor		**$7,063.42**

Reimbursables

Postage/Fed-Ex	$42.44
	$42.44

Total this Invoice $7,105.86

Billing Limits	Current	Prior	To-Date
Total Billings	$7,105.86	$18,813.18	$66,780.66
Contract Amount			$350,000.00
Fee Remaining			$283,219.34

Federal Tax ID 45-2475863
(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

City of Hattiesburg, MS

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

Master

File Number: 2013-0252

File ID: 2013-0252 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 04/30/2013

Brief Title: Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 7 for the USA Yeast project.

Final Action: 05/07/2013

Minute Book Number: MB2013-135

Title:

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 7 in the amount of $1,699,532.00 for expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast.

Notes:

Sponsors:

Enactment Date:

Attachments: Request for Cash No 7, executed Request for Cash No 7

Enactment Number:

Contact:

Meeting Date: 05/07/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 7 in the amount of $1,699,532.00 for expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / USA Yeast.

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

Yeas: 3 - Bradley, Delgado and Ware

Nays: 0

Absent: 2 - Carroll and Naylor

Yea: 3 President Bradley
Council Member Delgado
Vice President Ware

ΓEL-No Vote: 0

Text of Legislative File 2013-0252

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 7 in the amount of $1,699,532.00 for expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast.

Summary

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 7 in the amount of $1,699,532.00 for expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMO

Urban Planning Consultants, Inc
a Jimmy Gouras Company since 1988

DATE: April 30, 2013
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: **City of Hattiesburg**
CDBG Project #R-103-205-03-KED
Wastewater Treatment/USA Yeast
Request for Cash and Summary Support Sheet

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

1. City of Hattiesburg
   Invoice number 97702R1 in the amount of $703,740.00
   For Evaporator Module Equipment expense

2. City of Hattiesburg
   Invoice number 6068 in the amount of $1,759,350.00
   For Evaporator Module Equipment expense
   Moving $995,792.00 from Match to CDBG

Also enclosed is "Request for Cash and Summary Support Sheet No. 7" in the amount of $1,699,532.00 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 7" and return it along with the supporting documentation for processing to our office at the following address:

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

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

REMINDER

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

enclosures

005
JIMMY GOURAS
04/29/2013 MON 16:21 FAX 6016385292

Mississippi Development Authority
REQUEST FOR CASH

Section A: General Information		Bank Information		Section B: Project Information		
Applicant Name:	City of Hattiesburg	Electronic Transfer	065300027	Grant No.	Contract No.	Request No.
Mailing Address	P.O. Box 1898	Bank Account	4800186627	R-103-08	R-103-206-03-KED	7
Street Address		Bank Name:	Trustmark National Bank	FOR MDA USE ONLY		
City, State Zip	Hattiesburg, MS 39403-1898	Address	P.O. Box 1071			
Telephone No.	601-554-1014	City, State ZIP	Hattiesburg, MS 39403-1071	Vendor No.		
Fax Number		Telephone No.	601-469-3863			
Email Address		Services Rendered		IDIS Voucher Number		
		From	To			
		November 1, 2012	Thru April 12, 2013			

Section C: Request Per Activity

Approval for Payment

Signature

Date

	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1	Administration	$ 90,000.00	$ 18,583.33		$ 71,416.67	
2	Application Preparation	$ 10,000.00	$ 10,000.00		$ -	
3	Architect/Engineering	$ 351,000.00	$ 82,069.30		$ 268,930.70	
4	Evaporator Module Equipment	$ 4,549,000.00		$ 1,699,532.00	$ 2,849,468.00	
5					$ -	
6					$ -	
7					$ -	
8					$ -	
9					$ -	
10					$ -	
11					$ -	
	Total:	$ 5,000,000.00	$ 110,652.63	$ 1,699,532.00	$ 3,189,815.37	

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

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

Signature of Authorized Official	Date Signed	Debra Tompkins Prepared By	4/25/2013 Date Prepared
Johnny DuPree, Mayor Typed Name and Title of Authorized Official		601-638-7121 Preparer's Telephone No.	

006
JIMMY GOURAS
04/29/2013 MON 16:21 FAX 6016385292

Mississippi Development Authority

Cash Summary Support Sheet

Applicant City of Hattiesburg | Request No: 7 | Grant Number: R-103-06

Period Cost - Beginning November 1, 2012 | Ending Date: April 12, 2013 | Contract Number: R-103-205-03-KED

1. Activity: Administration

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

2. Activity: Architect/Engineering

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

3. Activity: Evaporator Module Equipment

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Evaporator Module Equipmen	City of Hattiesburg				$0.00
B.	Evaporator Module Equipmen	City of Hattiesburg	97702R1	$703,740.00		$703,740.00
C.	Evaporator Module Equipmen	City of Hattiesburg	6068	$1,759,350.00	$763,558.00	$995,792.00
D.	Evaporator Module Equipmen	City of Hattiesburg	6068	-$1,759,350.00	-$1,759,350.00	
			Subtotal:	$ 703,740.00	$ (995,792.00)	$ 1,699,532.00

☑007 JIMMY GOURAS 04/29/2013 MON 16:22 FAX 6016385292

Cash Summary Support Sheet

Applicant: City of Hattiesburg | Request No: 7 | Grant Number: R-103-06 | Contract Number: R-103-205-03-KED

4. Activity: _____

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

5. Activity: _____

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

6. Activity: _____

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

Cumulative Match Expended To Date:	$763,558.00	GRAND TOTAL:	$703,740.00	$ (995,792.00)	$ 1,699,532.00
Cumulative Federal Expended To Date:	$1,810,184.63			

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

Johnny DuPree, Mayor
Typed Name and Title of Authorized Official

Signature of Authorized Official

008
JIMMY GOURAS
04/29/2013 MON 16:22 FAX 6016385292

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Hattiesburg
Request for Cash Number: 7
Contract Number: R-103-205-03-KED
Total Amount Requested: $ 1,699,532.00

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	$ 90,000.00	$ 18,583.33	$ -	$ 71,416.67
Engineering				$
Specific Line Items as Listed in the Budget:				
Application Preperation	$ 10,000.00	$ 10,000.00		$ -
Architect/Engineering	$ 351,000.00	$ 82,069.30	$ -	$ 268,930.70
Evaporator module Equipment	$ 4,549,000.00		$ 1,699,532.00	$ 2,849,468.00
		$ -	$ -	$ -
		$ -	$ -	$ -
			$ -	$ -
				$ -
				$ -
				$ -
				$ -
Total Budget	$ 5,000,000.00	$ 110,652.63	$ 1,699,532.00	$ 3,189,815.37

Total Funds Request to Date: $ 1,810,184.63
Amount of Other Funds Expended to Date: $763,556.00
CDBG Project Balance $ 3,189,815.37
Period of Projected Cash Needs - Beginning: November 1, 2012 Thru April 12, 2013

TODAY'S DATE	4/25/2013	TOTAL CONTRACT BUDGET	$ 5,000,000.00	
CONTRACT BEGIN DATE (FROM CONTRACT)	2/17/2012	TOTAL AMOUNT SPENT TO DATE	$ 1,810,184.63	
CONTRACT END DATE (FROM CONTRACT)	6/30/2015	% TOTAL CONTRACT BUDGET SPENT	36.20%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR '0')		% CONTRACT BUDGET REMAINING	63.80%	
FINAL CONTRACT COMPLETION DATE	6/30/2015	CONSTRUCTION BUDGET AMOUNT	$ 4,549,000.00	Enter number from Cash Request.
CONTRACT DURATION (MONTHS)	40.00	TOTAL CONSTRUCTION DOLLARS SPENT TO	$ 1,699,532.00	Enter number from Cash Request.
% OF CONTRACT PERIOD ELAPSED	35.59%	% CONSTRUCTION BUDGET SPENT	37.36%	
% OF CONTRACT PERIOD REMAINING	64.41%			

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*

Memo

Date: April 23, 2013
To: Mr. Steve Hardin, Director
Community Services Division
From: Lisa Hanson, Comptroller
City of Hattiesburg
RE: City of Hattiesburg – USA Yeast Project
CDBG Project #R-103-205-03-KED

On November 1, 2012 the City of Hattiesburg paid $1,759,350 from the USA Yeast escrow account to Alaqua, Inc. as a required 25% down payment on the evaporator equipment. After this payment was made there was a balance of $725,050 in the escrow account. The city is now in receipt of invoice #097702R1 from Alaqua in the amount of $703,740 which reflects the 35% due on the contract price. In order to replenish the escrow after making this second payment, the City is requesting a total of $1,699,532 to enable the timely processing of future invoices from Alaqua. Please refer to the attached spreadsheet provided by the Hattiesburg Resource Group and approved by the City.

If you have any questions concerning this information, please feel free to contact Ann Frazier, Project Administrator, at 601-638-7121.

Contract Amount	$7,037,400.00
City Portion	$4,855,806.00
USAY Portion	$2,181,594.00
Ratio for MDA	69.00%
Escrow Starting Balance	$2,488,400.00

				Payment	Paid to Date	Escrow Balance After Payment	Request for Cash
NTP	11/8/2012	25%	1,759,350	1,759,350	1,759,350	729,050	0
	12/6/2012					729,050	
Submittal	4/15/2013	35%	2,463,090	703,740	2,463,090	25,310	1,699,532
	5/13/2013					1,724,842	
+90 days	7/14/2013	50%	3,518,700	1,055,610	3,518,700	669,232	728,371
	8/11/2013					1,397,603	
+180 days	10/12/2013	65%	4,574,310	1,055,610	4,574,310	341,993	728,371
	11/9/2013					1,070,364	
+270 days	1/10/2014	75%	5,278,050	703,740	5,278,050	366,624	485,581
	2/7/2014					852,205	
Equip Ready	3/31/2014	90%	6,333,660	1,055,610	6,333,660	-203,406	728,371
	4/28/2014					524,965	
Start-up		95%	6,685,530	351,870	6,685,530	173,095	242,790
						415,886	
Release Retainage		100%	7,037,400	351,870	6,685,530	64,016	242,790
				Ending Escrow Balance		**306,806**	**4,855,806 Total of Requests for Cash**

ALAQUA, INC.
7004 BOULEVARD EAST, SUITE 28A
GUTTENBERG, NJ 07093
201.758.1577 Fax 201.758.1522
alaqua@mindspring.com

INVOICE NO: 097702R1

Bill To: City of Hattiesburg, Mississippi

Ship to: USA Yeast Job-site, Hattiesburg, MS

INVOICE DATE	FROM	DELIVERY	PAYMENT TERMS
April 12, 2013	Fini Herscovitz	See below	See below

DESCRIPTION OF WORKS:
KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED, CITY OF HATTIESBURG, MISSISSIPPI

SUPPLY of Evaporator System, in accordance with the Contract made on the 19th day of September, 2012, between the City of Hattiesburg, MS, and Alaqua, Inc., and in accordance with Alaqua proposal # 408415, dated August 16, 2012, which is an integral part of this Contract.

PRICE: $ 7,037,400.00

TERMS of PAYMENT: The Owner will pay to the Vendor in a manner commensurate to the progress of fabrication and supply of the specified equipment. A down-payment, at the time of equipment order will not exceed 25% of the contracted price. Additional payments will be allowed at the following milestones:

1. Approval of submittals/shop drawings by the owner. Progress payment will not exceed a total payment of 35% of the contracted price. 2. Ninety (90) calendar days following the date of approval of submittals/shop drawings. Progress payment will not exceed a total payment of 50% of the contracted price. 3. One Hundred Eighty (180) calendar days following the date of approval of submittals/shop drawings. Progress payment will not exceed a total payment of 65% of the contracted price. 4. Two Hundred Seventy (270) calendar days following the date of approval of submittals/shop drawings. Progress payment will not exceed a total payment of 75% of the contracted price. 5. Upon notification that the equipment is ready for delivery. Progress payment will not exceed a total payment of 90% of the contracted price.
6. Upon successful installation and start-up performance testing to verify the equipment performance is in compliance with these specifications. Progress payment will not exceed a total payment of 95% of the contracted price. 7. The owner shall retain five percent (5%) of the contracted price until final completion and acceptance of all work covered by the Contract Documents unless otherwise mutually agreed, including providing evidence of release of liens.

DELIVERY to Job-site: 350 calendar days from the Notice-to-Proceed date. All submittals and communications via electronic media (email).

This Invoice is for USD 703,740.--: 10% .- Drawing submittals.

PAYMENT DUE: $ 703,740.--

Approved by:



Vital Strumza

WE THANK YOU FOR YOUR BUSINESS!

MEMO

Urban Planning Consultants, Inc.
a Jimmy Gouras Company since 1988

DATE: April 30, 2013
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: **City of Hattiesburg**
CDBG Project #R-103-205-03-KED
Wastewater Treatment/USA Yeast
Request for Cash and Summary Support Sheet

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

1. City of Hattiesburg
   Invoice number 97702R1 in the amount of $703,740.00
   For Evaporator Module Equipment expense

2. City of Hattiesburg
   Invoice number 6068 in the amount of $1,759,350.00
   For Evaporator Module Equipment expense
   Moving $995,792.00 from Match to CDBG

Also enclosed is "Request for Cash and Summary Support Sheet No. 7" in the amount of $1,699,532.00 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 7" and return it along with the supporting documentation for processing to our office at the following address:

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

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

REMINDER

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

enclosures

005
JIMMY GOURAS
04/29/2013 MON 16:21 FAX 6016385292

Mississippi Development Authority
REQUEST FOR CASH

Section A: General Information

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

Bank Information

Electronic Transfer: 06530027
Bank Account: 4800186627
Bank Name: Trustmark National Bank
Address: P.O. Box 1071
City, State ZIP: Hattiesburg, MS 39403-1071
Telephone No.: 601-469-3663

Services Rendered

From: November 1, 2012 Thru: To: April 12, 2013

Section B: Project Information

Grant No.	Contract No.	Request No.
R-103-06	R-103-206-03-KED	7

FOR MDA USE ONLY

Vendor No.

IDIS Voucher Number

Approval for Payment

Signature

Date

Activity Numbers

Section C: Request Per Activity

	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance
1	Administration	$ 90,000.00	$ 18,583.33		$ 71,416.67
2	Application Preparation	$ 10,000.00	$ 10,000.00		$ -
3	Architect/Engineering	$ 351,000.00	$ 82,069.30		$ 268,930.70
4	Evaporator Module Equipment	$ 4,549,000.00		$ 1,699,532.00	$ 2,849,468.00
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
11					$ -
	Total:	$ 5,000,000.00	$ 110,652.63	$ 1,699,532.00	$ 3,189,815.37

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

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

Signature of Authorized Official

5-7-13
Date Signed

Debra Tompkins
Prepared By

4/26/2013
Date Prepared

Johnny DuPree, Mayor
Typed Name and Title of Authorized Official

601-638-7121
Preparer's Telephone No.

006
JIMMY GOURAS
04/29/2013 MON 16:21 FAX 6016385292

Mississippi Development Authority

Cash Summary Support Sheet

Applicant City of Hattiesburg | Request No: 7 | Grant Number: R-103-06

Period Cost - Beginning November 1, 2012 | Ending Date: April 12, 2013 | Contract Number: R-103-205-03-KED

1. Activity: Administration

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

2. Activity: Architect/Engineering

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

3. Activity: Evaporator Module Equipment

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Evaporator Module Equipmen	City of Hattiesburg				$0.00
B.	Evaporator Module Equipmen	City of Hattiesburg	97702R1	$703,740.00		$703,740.00
C.	Evaporator Module Equipmen	City of Hattiesburg	6068	$1,759,350.00	$763,558.00	$995,792.00
D.	Evaporator Module Equipmen	City of Hattiesburg	6068	-$1,759,350.00	-$1,759,350.00	
			Subtotal:	$ 703,740.00	$ (995,792.00)	$ 1,699,532.00

007
JIMMY GOURAS
04/29/2013 MON 16:22 FAX 6016385292

Cash Summary Support Sheet

Applicant: City of Hattiesburg | Request No: 7 | Grant Number: R-103-06 | Contract Number: R-103-205-03-KED

4. Activity:

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

5. Activity:

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

6. Activity:

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

Cumulative Match Expended To Date:	$763,558.00	**GRAND TOTAL:**	**$703,740.00**	**$ (995,792.00)**	**$ 1,699,532.00**
Cumulative Federal Expended To Date:	$1,810,184.63			

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

Johnny DuPree, Mayor
Typed Name and Title of Authorized Official

Signature of Authorized Official

☑008

JIMMY GOURAS

04/29/2013 MON 16:22 FAX 6016385292

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Hattiesburg
Request for Cash Number: 7
Contract Number: R-103-205-03-KED
Total Amount Requested: $ 1,699,532.00

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	$ 90,000.00	$ 18,583.33	$ -	$ 71,416.67
Engineering				$
Specific Line Items as Listed in the Budget:				
Application Preparation	$ 10,000.00	$ 10,000.00		$ -
Architect/Engineering	$ 351,000.00	$ 82,069.30	$ -	$ 268,930.70
Evaporator module Equipment	$ 4,549,000.00		$ 1,699,532.00	$ 2,849,468.00
		$ -	$ -	$ -
		$ -	$ -	$ -
			$ -	$ -
				$ -
				$ -
				$ -
				$ -
Total Budget	$ 5,000,000.00	$ 110,652.63	$ 1,699,532.00	$ 3,189,815.37

Total Funds Request to Date: $ 1,810,184.63
Amount of Other Funds Expended to Date: $763,558.00
CDBG Project Balance $ 3,189,815.37
Period of Projected Cash Needs - Beginning: November 1, 2012 Thru April 12, 2013

TODAY'S DATE	4/25/2013	TOTAL CONTRACT BUDGET	$ 5,000,000.00	
CONTRACT BEGIN DATE (FROM CONTRACT)	2/17/2012	TOTAL AMOUNT SPENT TO DATE	$ 1,810,184.63	
CONTRACT END DATE (FROM CONTRACT)	6/30/2015	% TOTAL CONTRACT BUDGET SPENT	36.20%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR '0')		% CONTRACT BUDGET REMAINING	63.80%	
FINAL CONTRACT COMPLETION DATE	6/30/2015	CONSTRUCTION BUDGET AMOUNT	$ 4,549,000.00	Enter number from Cash Request.
CONTRACT DURATION (MONTHS)	40.00	TOTAL CONSTRUCTION DOLLARS SPENT TO	$ 1,699,532.00	Enter number from Cash Request
% OF CONTRACT PERIOD ELAPSED	35.59%	% CONSTRUCTION BUDGET SPENT	37.36%	
% OF CONTRACT PERIOD REMAINING	64.41%			

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*

Memo

Date: April 23, 2013
To: Mr. Steve Hardin, Director
Community Services Division
From: Lisa Hanson, Comptroller
City of Hattiesburg
RE: City of Hattiesburg – USA Yeast Project
CDBG Project #R-103-205-03-KED

On November 1, 2012 the City of Hattiesburg paid $1,759,350 from the USA Yeast escrow account to Alaqua, Inc. as a required 25% down payment on the evaporator equipment. After this payment was made there was a balance of $725,050 in the escrow account. The city is now in receipt of invoice #097702R1 from Alaqua in the amount of $703,740 which reflects the 35% due on the contract price. In order to replenish the escrow after making this second payment, the City is requesting a total of $1,699,532 to enable the timely processing of future invoices from Alaqua. Please refer to the attached spreadsheet provided by the Hattiesburg Resource Group and approved by the City.

If you have any questions concerning this information, please feel free to contact Ann Frazier, Project Administrator, at 601-638-7121.

Contract Amount	$7,037,400.00
City Portion	$4,855,806.00
USAY Portion	$2,181,594.00
Ratio for MDA	69.00%
Escrow Starting Balance	$2,488,400.00

				Payment	Paid to Date	Escrow Balance After Payment	Request for Cash
NTP	11/8/2012	25%	1,759,350	1,759,350	1,759,350	729,050	0
	12/6/2012					729,050	
Submittal	4/15/2013	35%	2,463,090	703,740	2,463,090	25,310	1,699,532
	5/13/2013					1,724,842	
+90 days	7/14/2013	50%	3,518,700	1,055,610	3,518,700	669,232	728,371
	8/11/2013					1,397,603	
+180 days	10/12/2013	65%	4,574,310	1,055,610	4,574,310	341,993	728,371
	11/9/2013					1,070,364	
+270 days	1/10/2014	75%	5,278,050	703,740	5,278,050	366,624	485,581
	2/7/2014					852,205	
Equip Ready	3/31/2014	90%	6,333,660	1,055,610	6,333,660	-203,406	728,371
	4/28/2014					524,965	
Start-up		95%	6,685,530	351,870	6,685,530	173,095	242,790
						415,886	
Release Retainage		100%	7,037,400	351,870	6,685,530	64,016	242,790
				Ending Escrow Balance		**306,806**	**4,855,806 Total of Requests for Cash**

ALAQUA, INC.
7004 BOULEVARD EAST, SUITE 28A
GUTTENBERG, NJ 07093
201.758.1577 Fax 201.758.1522
alaqua@mindspring.com

INVOICE NO: 097702R1

Bill To: City of Hattiesburg, Mississippi

Ship to: USA Yeast Job-site, Hattiesburg, MS

INVOICE DATE	FROM	DELIVERY	PAYMENT TERMS
April 12, 2013	Fini Herscovitz	See below	See below

DESCRIPTION OF WORKS:
KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED, CITY OF HATTIESBURG, MISSISSIPPI

SUPPLY of Evaporator System, in accordance with the Contract made on the 19th day of September, 2012, between the City of Hattiesburg, MS, and Alaqua, Inc., and in accordance with Alaqua proposal # 408415, dated August 16, 2012, which is an integral part of this Contract.

PRICE: $ 7,037,400.00

TERMS of PAYMENT: The Owner will pay to the Vendor in a manner commensurate to the progress of fabrication and supply of the specified equipment. A down-payment, at the time of equipment order will not exceed 25% of the contracted price. Additional payments will be allowed at the following milestones:

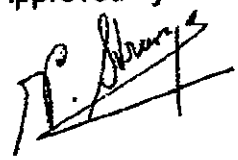
1. Approval of submittals/shop drawings by the owner. Progress payment will not exceed a total payment of 35% of the contracted price. 2. Ninety (90) calendar days following the date of approval of submittals/shop drawings. Progress payment will not exceed a total payment of 50% of the contracted price. 3. One Hundred Eighty (180) calendar days following the date of approval of submittals/shop drawings. Progress payment will not exceed a total payment of 65% of the contracted price. 4. Two Hundred Seventy (270) calendar days following the date of approval of submittals/shop drawings. Progress payment will not exceed a total payment of 75% of the contracted price. 5. Upon notification that the equipment is ready for delivery. Progress payment will not exceed a total payment of 90% of the contracted price.
6. Upon successful installation and start-up performance testing to verify the equipment performance is in compliance with these specifications. Progress payment will not exceed a total payment of 95% of the contracted price. 7. The owner shall retain five percent (5%) of the contracted price until final completion and acceptance of all work covered by the Contract Documents unless otherwise mutually agreed, including providing evidence of release of liens.

DELIVERY to Job-site: 350 calendar days from the Notice-to-Proceed date. All submittals and communications via electronic media (email).

This Invoice is for USD 703,740.--: 10% .- Drawing submittals.

PAYMENT DUE: $ 703,740.--

Approved by:



Vital Strumza

WE THANK YOU FOR YOUR BUSINESS!

City of Hattiesburg, MS

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

Master

File Number: 2013-0256

File ID: 2013-0256 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 04/30/2013

Brief Title: Authorize Mayor to execute contract with Shows, Dearman & Waits for the Quinn Street Pedestrian Bridge Project.

Final Action: 05/07/2013

Minute Book Number: MB2013-135

Title:

Authorize Mayor to execute contract with Shows, Dearman & Waits, Inc. for engineering services for the Quinn Street Pedestrian Bridge Rehabilitation project, in triplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: SDW Agreement Quinn St Bridge, executed SDW Agreement Quinn St Bridge

Enactment Number:

Contact:

Meeting Date: 05/07/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Authorize Mayor to execute contract with Shows, Dearman & Waits, Inc. for engineering services for the Quinn Street Pedestrian Bridge Rehabilitation project, in triplicate.

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

Yeas: 3 - Bradley, Delgado and Ware

Nays: 0

Absent: 2 - Carroll and Naylor

Yea: 3 President Bradley
Council Member Delgado
Vice President Ware

ΓEL-No Vote: 0

Text of Legislative File 2013-0256

Title

Authorize Mayor to execute contract with Shows, Dearman & Waits, Inc. for engineering services for the Quinn Street Pedestrian Bridge Rehabilitation project, in triplicate.

Summary

Authorize Mayor to execute contract with Shows, Dearman & Waits, Inc. for engineering services for the Quinn Street Pedestrian Bridge Rehabilitation project, in triplicate.

Budget Information

$12,500.00

Expenditure Type

Regular Budget

Purchasing Item

Regular purchase

Publication Information

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____,20_____ ("Effective Date") between

CITY OF HATTIESBURG ("Owner")

and SHOWS, DEARMAN & WAITS, INC. ("Engineer")

Engineer agrees to provide the services described below to Owner for:

QUINN STREET BRIDGE REHABILITATION ("Project").

Description of Engineer Services:

The City of Hattiesburg wishes to engage the services of the Engineer for the civil engineering design and construction observation of the rehabilitation of the pedestrian bridge on Quinn Street at Kimball Avenue. The professional services are to include plan preparation, specification preparation, assistance to the Owner with bidding, and construction observation.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer=s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer=s responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer=s control.

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3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer=s services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor=s work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor=s work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor=s work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor=s failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor=s agents or employees or any other persons (except Engineer=s own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract@ as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer=s scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project

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affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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9.01 Payment (Lump Sum Basis / Hourly Rates)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. Design Phase ..... Lump Sum Amount of $4,000.00
2. Construction Phase ..... Hourly Rates with an Amount Not to Exceed $8,500.00
3. Engineer's Standard Hourly Rates are attached as Appendix 1.

B. The Engineer's compensation is conditioned on the time to complete design not to exceed 6 months. Should the time to complete design be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: CITY OF HATTIESBURG	ENGINEER: SHOWS, DEARMAN & WAITS, INC
By: _____	By: _____ Nicholas M. Connolly
Title: MAYOR	Title: VICE-PRESIDENT
Date Signed: _____	Date Signed: 4/29/2003
	License or Certificate No. and State MS -12791
Address for giving notices:	Address for giving notices:
City of Hattiesburg	Shows, Dearman & Waits, Inc.
P.O. Box 1898	P.O. Box 1711
Hattiesburg, MS 39403	Hattiesburg, MS 39403

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APPENDIX 1

HOURLY RATES

Senior Engineer	$175.00/Hr.
Project Engineer	$150.00/Hr.
Junior Engineer	$125.00/Hr.
Engineering Intern	$100.00/Hr.
AutoCAD Technician	$ 85.00/Hr.
Resident Project Representative	$ 85.00/Hr.
Field Crew	$150.00/Hr.

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B. *Payment of Invoices*. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer=s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

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b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer=s responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer=s control.

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3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

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A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer=s services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor=s work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor=s work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor=s work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor=s failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor=s agents or employees or any other persons (except Engineer=s own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract@ as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer=s scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project

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affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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9.01 Payment (Lump Sum Basis / Hourly Rates)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. Design Phase ..... Lump Sum Amount of $4,000.00
2. Construction Phase ..... Hourly Rates with an Amount Not to Exceed $8,500.00
3. Engineer's Standard Hourly Rates are attached as Appendix 1.

B. The Engineer's compensation is conditioned on the time to complete design not to exceed 6 months. Should the time to complete design be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: CITY OF HATTIESBURG

By: _____

Title: MAYOR

Date Signed: 5-7-13

ENGINEER: SHOWS, DEARMAN & WAITS, INC

By: _____
Nicholas M. Connolly

Title: VICE-PRESIDENT

Date Signed: 4/29/2013

License or Certificate No. and State MS -12791

Address for giving notices:

City of Hattiesburg

P.O. Box 1898

Hattiesburg, MS 39403

Address for giving notices:

Shows, Dearman & Waits, Inc.

P.O. Box 1711

Hattiesburg, MS 39403

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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APPENDIX 1

HOURLY RATES

Senior Engineer	$175.00/Hr.
Project Engineer	$150.00/Hr.
Junior Engineer	$125.00/Hr.
Engineering Intern	$100.00/Hr.
AutoCAD Technician	$ 85.00/Hr.
Resident Project Representative	$ 85.00/Hr.
Field Crew	$150.00/Hr.

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City of Hattiesburg, MS

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

Master

File Number: 2013-0257

File ID: 2013-0257 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 04/30/2013

Brief Title: Authorize Mayor to execute contract with Shows, Dearman & Waits for the Broad Street Bridge Project. **Final Action:** 05/07/2013

Minute Book Number: MB2013-135

Title:

Authorize Mayor to execute contract with Shows, Dearman & Waits, Inc. for engineering services for the Broad Street Bridge Rehabilitation project, in triplicate.

Notes:

Sponsors: **Enactment Date:**

Attachments: SDW Agreement Broad St Bridge, executed SDW Agreement Broad St Bridge **Enactment Number:**

Contact: **Meeting Date:** 05/07/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Authorize Mayor to execute contract with Shows, Dearman & Waits, Inc. for engineering services for the Broad Street Bridge Rehabilitation project, in triplicate.

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

Yeas: 3 - Bradley, Delgado and Ware

Nays: 0

Absent: 2 - Carroll and Naylor

Yea: 3 President Bradley
Council Member Delgado
Vice President Ware

ΓEL-No Vote: 0

Text of Legislative File 2013-0257

Title

Authorize Mayor to execute contract with Shows, Dearman & Waits, Inc. for engineering services for the Broad Street Bridge Rehabilitation project, in triplicate.

Summary

Authorize Mayor to execute contract with Shows, Dearman & Waits, Inc. for engineering services for the Broad Street Bridge Rehabilitation project, in triplicate.

Budget Information

072201.6015

Expenditure Type

Regular Budget

Purchasing Item

Regular Purchase

Publication Information

STANDARD FORM of AGREEMENT between OWNER and ENGINEER for PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and Issued and Published Jointly by

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American Council of Engineering Companies of North Carolina

ASCE American Society of Civil Engineers
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AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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EJCDC E520 Standard Form of Agreement between Owner and Engineer for Professional Services
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STANDARD FORM of AGREEMENT between OWNER and ENGINEER for PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, 2013 ("Effective Date") between

the CITY of HATTIESBURG, ("OWNER"), and

SHOWS, DEARMAN & WAITS, Inc., ("ENGINEER").

OWNER intends to:
Replace the Existing Forrest County Bridge No. 106 on Broad Street ("Project").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agrees as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than

90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.*A* and 4.01.*B*, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.*D.1*, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

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ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach

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agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

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C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as

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requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause*,

a. 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.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience*,

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.*A.1* or 6.06.*A.2* may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks which value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.*B* the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement

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will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.*C* shall appear in the Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or

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OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.*A.2* of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.*A.1* is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*-- Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

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2. *Additional Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*-- This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*-- The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*-- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*-- The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*-- A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*-- The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*-- The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*-- The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*-- Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*-- The moneys payable by OWNER to Contractor for

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completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*-- The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*-- An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*-- The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*-- An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*-- Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*-- That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*-- The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*-- The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*— Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*-- A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*- That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*-- The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*-- The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time-to-time.

28. *Laws and Regulations; Laws or Regulations*-- Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all

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governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*- -Polychlorinated biphenyls.

30. *Petroleum*-- Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*-- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*-- The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*-- The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*-- The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*-- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*-- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*-- Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*-- That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*-- The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*-- That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*-- The sum of the Construction Cost, allowances for contingencies, the total costs of services

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of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 9 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 0 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 0 pages.

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Dispute Resolution," consisting of 0 pages.

I. Exhibit I, "Allocation of Risks," consisting of 0 pages.

J. Exhibit J, "Special Provisions," consisting of 0 pages.

K. APPENDIX 1 to Exhibit C, "Standard Hourly Rates Schedule," consisting of 1 page.

L. APPENDIX 2 "Project List" Consisting of 0 pages

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 13 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: **CITY of HATTIESBURG**	ENGINEER: **SHOWS, DEARMAN & WAITS, Inc.**
By:	By:
Johnny L. DuPree, Ph.D.	Nicholas M. Connolly, P.E., P.L.S.
Title: Mayor	Title: Vice-President
Date Signed:	Date Signed: 4/30/2013
	License or Certificate No. and State: **12791 - MS**
Address for giving notices:	Address for giving notices:
P O Box 1898	P O Box 1711
Hattiesburg MS 39403-1898	Hattiesburg MS 39403-1711
Designated Representative (paragraph 6.02.*A*):	Designated Representative (paragraph 6.02.*A*):
Bert Kuyrkendall, P.E.	Nicholas M. Connolly, P.E., P.L.S.
Title: City Engineer	Title: Vice President
Phone Number: (601) 545-4540	Phone Number: (601) 544-1821
Facsimile Number. (601) 545-4647	Facsimile Number. (601) 544-0501
E-mail Address: bkuyrkendall@hattiesburgms.com	E-mail Address: nick@sd-w.com

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This is **EXHIBIT A,** consisting of _9_ pages, referred to in and part of the

Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201___.

Initial:

OWNER _____

ENGINEER NC

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

SCOPE of WORK

The scope is to include the civil engineering design of a replacement for the existing bridge on Broad Street over Gordon's Creek (bridge number 106). Work will also to include the construction observation of the project during construction.

The work is to include:

- The structural design of the new bridge,
- The hydraulic design of the new bridge,
- Preparation of plans and specifications to the requirements of the State Aid division of the Mississippi Department of Transportation,
- Assistance to the City of Hattiesburg in the bidding phase of the project, and
- Construction observation.

This scope does not include:

- Environmental investigation of the site,
- Cultural resource assessments of the site,
- Geotechnical investigations,
- Testing, and
- Right of Way acquisition.

PART I – BASIC SERVICES

A1.02 *Preliminary Design Phase*

A. Upon written authorization from OWNER, ENGINEER shall:

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1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

3. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services.

4. Based on the information contained in the Preliminary Design Phase documents, submit an opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized.

5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:

6. Furnish the Preliminary Design Phase documents to and review them with OWNER.

7. Submit to OWNER __2__ final copies of the Preliminary Design Phase documents and revised opinion of probable Construction cost within __60__ days after authorization to proceed with this phase.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 *Final Design Phase*

A. After acceptance by OWNER of the Preliminary Design Phase documents and opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.

4. Perform or provide the following additional Final Design Phase tasks or deliverables:

5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.

6. Submit __2__ final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within __60__ days after authorization to proceed with this phase.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the

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work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one (1).

D. ENGINEER' services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.*A.6* have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by OWNER of the Bidding Documents and the most recent opinions of probable Construction Cost as determined in the Final Design Phase and upon written authorization by Owner to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

6. The ENGINEER will perform all work in accordance with the City of Hattiesburg/*Home Procurement Guidelines* as applicable.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitation of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of

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OWNER in dealings with contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.*0.*

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work, which in ENGINEER's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

    a) Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

    b) The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it

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will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretation: Field Orders.* Issue necessary clarifications and interpretations of the Contact Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any CONTRACTOR's submittal schedule that has earlier been acceptable to ENGINEER.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "of-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.*A.2* or the Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Application for Payment and accompanying supporting documentation:

    a) Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final

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determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05*A.6a* are expressly subject to the limitations set forth in paragraph A1.05*A6.b* and other express or general limitations in the Agreement and elsewhere.

b) By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. Contractor's Completion Documents.

a) Receive and review maintenance and operating instructions, schedules, and guarantees.

b) Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05*.A.10,* and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05*.A.10.*

c) ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05*A.14.b*) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written

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recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.*C*, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.

2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.

3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:

6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Service Requiring OWNER's Authorization in Advance*

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others, and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited

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to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, Drawings, Specifications, or contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions.

5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.

6. Providing renderings or models for OWNER'S use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor, and audits or inventories required in connections with construction performed by OWNER.

8. Furnishing services of ENGINEER's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in paragraph A1.03.*C*.

10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices required by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.*A.5*, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.

17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

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19. Preparation of operation and maintenance manuals.

20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.

21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.*G* of the Agreement.

22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 *Required Additional Services*

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution that is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) and occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

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This is **EXHIBIT B,** consisting of _3_ pages, referred to in and part of the

Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201___.

Initial:

OWNER _____

ENGINEER NC

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, Deed, and other land use restrictions.

3. Property, boundary easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

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F. Arrange for safe accesses to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issue pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.

3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

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1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.*O* and *P*.

R. Perform or provide the following additional services: N/A

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This is **EXHIBIT C,** consisting of _3_ pages, referred to in and part of the

Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201___.

Initial:

OWNER _____

ENGINEER NC

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS to the ENGINEER

C4.01 *For Basic Services Having A Determined Scope -- Percentage of Construction Cost Method of Payment*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, including services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. *General.* An amount equal to **12** percent of the Construction Cost. This amount includes compensation for ENGINEER's Services and services of ENGINEER's Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and Reimbursable Expenses. The total compensation for services under paragraph C4.01 is estimated to be **$60,600**.

2. As a basis for payment to ENGINEER, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by ENGINEER:

   a. For Work designed or specified and incorporated in the completed Project, the actual final cost of the work performed by Contractor and paid by OWNER.

   b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not Bid, the lowest bona fide negotiated proposal for such Work.

   c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, ENGINEER's most recent opinion of probable Construction Cost.

   d. Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices.

   e. No deduction is to be made from ENGINEER's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

3. Progress payments:

   a. The portion of the amounts billed for ENGINEER's services which is on account of the Percentage of Construction Cost will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Percentage of Construction Cost.

   b. Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total

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compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Study and Report Phase 5%

Preliminary Design Phase 15%

Final Design Phase 15%

Bidding or Negotiating Phase 5%

Construction Phase 60%

TOTAL.....100%

c. ENGINEER may alter the distribution of compensation between individual phases of the work noted herein but shall not exceed the total percent fee unless approved in writing by the OWNER.

4. ENGINEER's estimated total compensation is conditioned on Contract Times to complete the Work not exceeding **36** months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

5. If more prime contracts are awarded for Work designed or specified by ENGINEER for the Project than identified in Exhibit A, ENGINEER shall be compensated an additional amount equal to **8** percent of the Construction Cost for all Basic Services for each prime contract added.

C4.02 *Section Intentionally Omitted*

C4.03 *For Additional Services*

A. OWNER shall pay ENGINEER for Additional Services as follows:

1. *General.* For services of ENGINEER's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.*A.20*, an amount equal to the cumulative hours charges to the Project by each ENGINEER's employees times the ENGINEER's applicable Salary Costs times a Factor of **3**, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2. *Serving as a Witness.* For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.*A.20*, at the rate of **$1,500** per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.*A.1*). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph C4.05.

C4.04 *For Reimbursable Expenses*

A. When not included in compensation for Basic Services under paragraph C4.01, OWNER shall pay ENGINEER for Reimbursable Expense at the rate set forth in Appendix 1 of this Exhibit C.

B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistance; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

C. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-

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related internal expenses actually incurred or allocated by ENGINEER, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of **1.25**.

D. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 01, 2013**) to reflect equitable changes in the compensation payable to ENGINEER.

C4.05 *For ENGINEER's Consultant's Charges*

A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges shall be the amounts billed by ENGINEER's Consultants to ENGINEER times a Factor of **1.25**.

C4.06 *Salary Costs*

A. Salary Costs means salaries and wages paid to ENGINEER's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.

B. The Salary Costs and the Factor applied to Salary Costs will be adjusted annually (as of **January 01, 2013**) to reflect equitable changes in the compensable payable to ENGINEER.

C4.07 *Factors*

A. The Salary Costs Factor includes the cost of general and administrative overhead which includes salaries and wages of principals and employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent utilities, office supplies, insurance, and other operating costs; plus operating margin or profit.

B. External Reimbursable Expenses and ENGINEER's Consultant's Factors include ENGINEER's overhead and profit associated with ENGINEER's responsibility for the administration of such services and costs.

C4.08 *Other Provisions Concerning Payment*

A. *Preparation of Invoices.* The portion of the amounts billed for ENGINEER's services which are identified in paragraphs C4.02 and C4.03 will be based on the applicable Salary Costs for the cumulative hours charged to the Project during the billing period by all of ENGINEER's employees, times the Salary Costs factor, plus Reimbursable Expenses and ENGINEER's Consultant's charges incurred, if any.

B. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period identified in paragraph C4.01, payment for ENGINEER's services on the basis of the Salary Costs Times a Factor Method of Payment shall be continued.

C. Estimated Compensation Amounts

1. ENGINEER's estimate of the amounts that will become payable for Basic Services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If ENGINEER exceeds the estimated amount before OWNER and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, the ENGINEER shall be paid for all services rendered hereunder.

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This is **EXHIBIT D,** consisting of _4_ pages, referred to in and part of the

Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201___.

Initial:

OWNER _____

ENGINEER NC

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 *Resident Project Representative*

A. ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General*: RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

2. *Schedules*: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison*:

   a) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

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b) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.

c) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*

a) Record date of receipt of Samples and approved Shop Drawings.

b) Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.

c) Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.

7. *Modifications*: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work and Rejection of Defective Work:*

a) Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

b) Report to ENGINER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

a) Consult with ENGINEER in advance of scheduled major inspections, tests and systems startups of important phases of the Work.

b) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.

c) Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to ENGINEER.

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10. *Records*:

    a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

    b) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

    c) Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

    d) Maintain records for use in preparing Project documentation.

    e) Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports*:

    a) Furnish to ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b) Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c) Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.

    d) Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion*:

    a) Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion of correction.

    b) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

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c) Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

d) Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. *Resident Project Representative shall not:*

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize OWNER to occupy the Project in whole or in part.

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This is **EXHIBIT G,** consisting of _2_ pages, referred to in and part of the

Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201___.

Initial:

OWNER _____

ENGINEER NC

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.*A* and 6.05.*B* of the Agreement are as follows:

1.	By ENGINEER:	
a.	Worker's Compensation	Statutory
b.	Employer's Liability--	
	1) Each Accident:	$100,000
	2) Disease, Policy Limit:	$500,000
	3) Disease, Each Employee:	$100,000
c.	General Liability--	
	1) Each Occurrence (Bodily Injury and Property Damage)	$1,000,000
	2) General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability--	
	1) Each Occurrence:	N/A
	2) General Aggregate	N/A
e.	Automobile Liability--	
	1) Bodily Injury:	
	a) Each Accident	N/A
	2) Property Damage:	
	a) Each Accident	N/A
	[or]	
	1) Combined Single Limit (Bodily Injury and Property Damage)	
	a) Each Accident	$1,000,000
f.	Other (Specify):	
	a) Professional Liability	$1,000,000

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2. By OWNER:

a.	Worker's Compensation:	Statutory
b.	Employer's Liability--	
	1) Each Accident	$_____
	2) Disease, Policy Limit	$_____
	3) Disease, Each Employee	$_____
c.	General Liability--	
	1) General Aggregate:	$_____
	2) Each Occurrence (Bodily Injury and Property Damage):	$_____
d.	Excess Umbrella Liability--	
	1) Each Occurrence	$_____
	2) General Aggregate:	$_____
e.	Automobile Liability--	
	1) Bodily Injury:	
	a) Each Accident	$_____
	2) Property Damage:	
	b) Each Accident	$_____
	[or]	
	1) Combined Single Limit (Bodily Injury and Property Damage):	
	a) Each Accident	$_____
f.	Other (Specify):	
	_____	$_____

B. *Additional Insureds*

1. The following persons or entities are to be listed on OWNER's policies of insurance as additional insureds as provided in paragraph 6.05.*B*:

a. _____
ENGINEER

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This is **APPENDIX 2 to EXHIBIT C,** consisting of _1_ page, referred to in and part of the

Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201___.

Initial:

OWNER _____

ENGINEER NC

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

Billing Class 9	Principal Engineer	$175/hour
Billing Class 8	Staff Manager	$ 0 /hour
Billing Class 7	Chief Engineer	$150/hour
Billing Class 6	Project Engineer	$125/hour
Billing Class 5	Professional IV	$ 0/hour
Billing Class 4	AutoCAD	$ 85/hour
Billing Class 3	Inspector	$ 75/hour
Billing Class 2	Party Chief	$ 45/hour
Billing Class 1	Rodman	$ 25/hour
Principal		$ 0/hour
Support Staff		$ 0/hour

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STANDARD FORM of AGREEMENT between OWNER and ENGINEER for PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and Issued and Published Jointly by

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EJCDC E520 Standard Form of Agreement between Owner and Engineer for Professional Services
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STANDARD FORM of AGREEMENT between OWNER and ENGINEER for PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, 2013 ("Effective Date") between

the CITY of HATTIESBURG, ("OWNER"), and

SHOWS, DEARMAN & WAITS, Inc., ("ENGINEER").

OWNER intends to:
Replace the Existing Forrest County Bridge No. 106 on Broad Street ("Project").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agrees as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than

90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.*A* and 4.01.*B*, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.*D.1*, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

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ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach

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agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

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C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as

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requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause*,

a. 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.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience*,

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.*A.1* or 6.06.*A.2* may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks which value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.*B* the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement

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will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.*C* shall appear in the Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or

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OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.*A.2* of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.*A.1* is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*-- Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

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2. *Additional Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*-- This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*-- The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*-- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*-- The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*-- A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*-- The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*-- The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*-- The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*-- Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*-- The moneys payable by OWNER to Contractor for

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completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*-- The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*-- An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*-- The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*-- An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*-- Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*-- That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*-- The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*-- The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*— Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*-- A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*- That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*-- The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*-- The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time-to-time.

28. *Laws and Regulations; Laws or Regulations*-- Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all

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governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*- -Polychlorinated biphenyls.

30. *Petroleum*-- Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*-- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*-- The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*-- The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*-- The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*-- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*-- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*-- Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*-- That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*-- The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*-- That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*-- The sum of the Construction Cost, allowances for contingencies, the total costs of services

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of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 9 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 0 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 0 pages.

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Dispute Resolution," consisting of 0 pages.

I. Exhibit I, "Allocation of Risks," consisting of 0 pages.

J. Exhibit J, "Special Provisions," consisting of 0 pages.

K. APPENDIX 1 to Exhibit C, "Standard Hourly Rates Schedule," consisting of 1 page.

L. APPENDIX 2 "Project List" Consisting of 0 pages

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 13 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: **CITY of HATTIESBURG**	ENGINEER: **SHOWS, DEARMAN & WAITS, Inc.**
By:	By:
Johnny L. DuPree, Ph.D.	Nicholas M. Connolly, P.E., P.L.S.
Title: Mayor	Title: Vice-President
Date Signed: 5-7-13	Date Signed: 4/30/2013
	License or Certificate No. and State: **12791 - MS**
Address for giving notices:	Address for giving notices:
P O Box 1898	P O Box 1711
Hattiesburg MS 39403-1898	Hattiesburg MS 39403-1711
Designated Representative (paragraph 6.02.*A*):	Designated Representative (paragraph 6.02.*A*):
Bert Kuyrkendall, P.E.	Nicholas M. Connolly, P.E., P.L.S.
Title: City Engineer	Title: Vice President
Phone Number: (601) 545-4540	Phone Number: (601) 544-1821
Facsimile Number. (601) 545-4647	Facsimile Number. (601) 544-0501
E-mail Address: bkuyrkendall@hattiesburgms.com	E-mail Address: nick@sd-w.com

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This is **EXHIBIT A,** consisting of _9_ pages, referred to in and part of the

Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201___.

Initial:

OWNER _____

ENGINEER NC

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

SCOPE of WORK

The scope is to include the civil engineering design of a replacement for the existing bridge on Broad Street over Gordon's Creek (bridge number 106). Work will also to include the construction observation of the project during construction.

The work is to include:

- The structural design of the new bridge,
- The hydraulic design of the new bridge,
- Preparation of plans and specifications to the requirements of the State Aid division of the Mississippi Department of Transportation,
- Assistance to the City of Hattiesburg in the bidding phase of the project, and
- Construction observation.

This scope does not include:

- Environmental investigation of the site,
- Cultural resource assessments of the site,
- Geotechnical investigations,
- Testing, and
- Right of Way acquisition.

PART I – BASIC SERVICES

A1.02 *Preliminary Design Phase*

A. Upon written authorization from OWNER, ENGINEER shall:

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1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

3. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services.

4. Based on the information contained in the Preliminary Design Phase documents, submit an opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized.

5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:

6. Furnish the Preliminary Design Phase documents to and review them with OWNER.

7. Submit to OWNER __2__ final copies of the Preliminary Design Phase documents and revised opinion of probable Construction cost within __60___ days after authorization to proceed with this phase.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 *Final Design Phase*

A. After acceptance by OWNER of the Preliminary Design Phase documents and opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.

4. Perform or provide the following additional Final Design Phase tasks or deliverables:

5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.

6. Submit __2__ final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within __60__ days after authorization to proceed with this phase.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the

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work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one (1).

D. ENGINEER' services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.*A.6* have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by OWNER of the Bidding Documents and the most recent opinions of probable Construction Cost as determined in the Final Design Phase and upon written authorization by Owner to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

6. The ENGINEER will perform all work in accordance with the City of Hattiesburg/*Home Procurement Guidelines* as applicable.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitation of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of

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OWNER in dealings with contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.*0.*

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work, which in ENGINEER's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

   b) The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it

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will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretation: Field Orders.* Issue necessary clarifications and interpretations of the Contact Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any CONTRACTOR's submittal schedule that has earlier been acceptable to ENGINEER.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "of-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.*A.2* or the Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Application for Payment and accompanying supporting documentation:

    a) Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final

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determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05*A.6a* are expressly subject to the limitations set forth in paragraph A1.05*A6.b* and other express or general limitations in the Agreement and elsewhere.

b) By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

a) Receive and review maintenance and operating instructions, schedules, and guarantees.

b) Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05*.A.10,* and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05*.A.10.*

c) ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05*A.14.b*) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written

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recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.*C*, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.

2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.

3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:

6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Service Requiring OWNER's Authorization in Advance*

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others, and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited

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to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, Drawings, Specifications, or contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions.

5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.

6. Providing renderings or models for OWNER'S use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor, and audits or inventories required in connections with construction performed by OWNER.

8. Furnishing services of ENGINEER's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in paragraph A1.03.*C*.

10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices required by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.*A.5*, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.

17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

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19. Preparation of operation and maintenance manuals.

20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.

21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.*G* of the Agreement.

22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 *Required Additional Services*

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution that is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) and occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

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This is **EXHIBIT B,** consisting of _3_ pages, referred to in and part of the

Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201___.

Initial:

OWNER _____

ENGINEER NJC

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, Deed, and other land use restrictions.

3. Property, boundary easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

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F. Arrange for safe accesses to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issue pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.

3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

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1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.*O* and *P*.

R. Perform or provide the following additional services: N/A

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This is **EXHIBIT C,** consisting of _3_ pages, referred to in and part of the

Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201___.

Initial:

OWNER _____

ENGINEER _____

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS to the ENGINEER

C4.01 *For Basic Services Having A Determined Scope -- Percentage of Construction Cost Method of Payment*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, including services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. *General.* An amount equal to **12** percent of the Construction Cost. This amount includes compensation for ENGINEER's Services and services of ENGINEER's Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and Reimbursable Expenses. The total compensation for services under paragraph C4.01 is estimated to be **$60,600**.

2. As a basis for payment to ENGINEER, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by ENGINEER:

   a. For Work designed or specified and incorporated in the completed Project, the actual final cost of the work performed by Contractor and paid by OWNER.

   b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not Bid, the lowest bona fide negotiated proposal for such Work.

   c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, ENGINEER's most recent opinion of probable Construction Cost.

   d. Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices.

   e. No deduction is to be made from ENGINEER's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

3. Progress payments:

   a. The portion of the amounts billed for ENGINEER's services which is on account of the Percentage of Construction Cost will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Percentage of Construction Cost.

   b. Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total

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compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Study and Report Phase 5%

Preliminary Design Phase 15%

Final Design Phase 15%

Bidding or Negotiating Phase 5%

Construction Phase 60%

TOTAL.....100%

c. ENGINEER may alter the distribution of compensation between individual phases of the work noted herein but shall not exceed the total percent fee unless approved in writing by the OWNER.

4. ENGINEER's estimated total compensation is conditioned on Contract Times to complete the Work not exceeding **36** months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

5. If more prime contracts are awarded for Work designed or specified by ENGINEER for the Project than identified in Exhibit A, ENGINEER shall be compensated an additional amount equal to **8** percent of the Construction Cost for all Basic Services for each prime contract added.

C4.02 *Section Intentionally Omitted*

C4.03 *For Additional Services*

A. OWNER shall pay ENGINEER for Additional Services as follows:

1. *General.* For services of ENGINEER's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.*A.20*, an amount equal to the cumulative hours charges to the Project by each ENGINEER's employees times the ENGINEER's applicable Salary Costs times a Factor of **3**, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2. *Serving as a Witness.* For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.*A.20*, at the rate of **$1,500** per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.*A.1*). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph C4.05.

C4.04 *For Reimbursable Expenses*

A. When not included in compensation for Basic Services under paragraph C4.01, OWNER shall pay ENGINEER for Reimbursable Expense at the rate set forth in Appendix 1 of this Exhibit C.

B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistance; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

C. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-

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related internal expenses actually incurred or allocated by ENGINEER, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of **1.25**.

D. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 01, 2013**) to reflect equitable changes in the compensation payable to ENGINEER.

C4.05 *For ENGINEER's Consultant's Charges*

A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges shall be the amounts billed by ENGINEER's Consultants to ENGINEER times a Factor of **1.25**.

C4.06 *Salary Costs*

A. Salary Costs means salaries and wages paid to ENGINEER's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.

B. The Salary Costs and the Factor applied to Salary Costs will be adjusted annually (as of **January 01, 2013**) to reflect equitable changes in the compensable payable to ENGINEER.

C4.07 *Factors*

A. The Salary Costs Factor includes the cost of general and administrative overhead which includes salaries and wages of principals and employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent utilities, office supplies, insurance, and other operating costs; plus operating margin or profit.

B. External Reimbursable Expenses and ENGINEER's Consultant's Factors include ENGINEER's overhead and profit associated with ENGINEER's responsibility for the administration of such services and costs.

C4.08 *Other Provisions Concerning Payment*

A. *Preparation of Invoices.* The portion of the amounts billed for ENGINEER's services which are identified in paragraphs C4.02 and C4.03 will be based on the applicable Salary Costs for the cumulative hours charged to the Project during the billing period by all of ENGINEER's employees, times the Salary Costs factor, plus Reimbursable Expenses and ENGINEER's Consultant's charges incurred, if any.

B. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period identified in paragraph C4.01, payment for ENGINEER's services on the basis of the Salary Costs Times a Factor Method of Payment shall be continued.

C. Estimated Compensation Amounts

1. ENGINEER's estimate of the amounts that will become payable for Basic Services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If ENGINEER exceeds the estimated amount before OWNER and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, the ENGINEER shall be paid for all services rendered hereunder.

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This is **EXHIBIT D,** consisting of _4_ pages, referred to in and part of the

Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201___.

Initial:

OWNER _____

ENGINEER JC

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 *Resident Project Representative*

A. ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General*: RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

2. *Schedules*: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison*:

   a) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

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b) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.

c) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*

a) Record date of receipt of Samples and approved Shop Drawings.

b) Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.

c) Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.

7. *Modifications*: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work and Rejection of Defective Work:*

a) Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

b) Report to ENGINER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

a) Consult with ENGINEER in advance of scheduled major inspections, tests and systems startups of important phases of the Work.

b) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.

c) Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to ENGINEER.

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10. *Records*:

    a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

    b) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

    c) Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

    d) Maintain records for use in preparing Project documentation.

    e) Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports*:

    a) Furnish to ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b) Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c) Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.

    d) Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion*:

    a) Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion of correction.

    b) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

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c) Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

d) Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. *Resident Project Representative shall not:*

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize OWNER to occupy the Project in whole or in part.

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This is **EXHIBIT G,** consisting of _2_ pages, referred to in and part of the

Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201___.

Initial:

OWNER _____

ENGINEER NC

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.*A* and 6.05.*B* of the Agreement are as follows:

1.	By ENGINEER:	
a.	Worker's Compensation	Statutory
b.	Employer's Liability--	
	1) Each Accident:	$100,000
	2) Disease, Policy Limit:	$500,000
	3) Disease, Each Employee:	$100,000
c.	General Liability--	
	1) Each Occurrence (Bodily Injury and Property Damage)	$1,000,000
	2) General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability--	
	1) Each Occurrence:	N/A
	2) General Aggregate	N/A
e.	Automobile Liability--	
	1) Bodily Injury:	
	a) Each Accident	N/A
	2) Property Damage:	
	a) Each Accident	N/A
	[or]	
	1) Combined Single Limit (Bodily Injury and Property Damage)	
	a) Each Accident	$1,000,000
f.	Other (Specify):	
	a) Professional Liability	$1,000,000

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2. By OWNER:

a.	Worker's Compensation:	Statutory
b.	Employer's Liability--	
	1) Each Accident	$_____
	2) Disease, Policy Limit	$_____
	3) Disease, Each Employee	$_____
c.	General Liability--	
	1) General Aggregate:	$_____
	2) Each Occurrence (Bodily Injury and Property Damage):	$_____
d.	Excess Umbrella Liability--	
	1) Each Occurrence	$_____
	2) General Aggregate:	$_____
e.	Automobile Liability--	
	1) Bodily Injury:	
	a) Each Accident	$_____
	2) Property Damage:	
	b) Each Accident	$_____
	[or]	
	1) Combined Single Limit (Bodily Injury and Property Damage):	
	a) Each Accident	$_____
f.	Other (Specify):	
	_____	$_____

B. *Additional Insureds*

1. The following persons or entities are to be listed on OWNER's policies of insurance as additional insureds as provided in paragraph 6.05.*B*:

a. _____
ENGINEER

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This is **APPENDIX 2 to EXHIBIT C,** consisting of _1_ page, referred to in and part of the

Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201___.

Initial:

OWNER _____

ENGINEER NC

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

Billing Class 9	Principal Engineer	$175/hour
Billing Class 8	Staff Manager	$ 0 /hour
Billing Class 7	Chief Engineer	$150/hour
Billing Class 6	Project Engineer	$125/hour
Billing Class 5	Professional IV	$ 0/hour
Billing Class 4	AutoCAD	$ 85/hour
Billing Class 3	Inspector	$ 75/hour
Billing Class 2	Party Chief	$ 45/hour
Billing Class 1	Rodman	$ 25/hour
Principal		$ 0/hour
Support Staff		$ 0/hour

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City of Hattiesburg, MS

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

Master

File Number: 2013-0247

File ID: 2013-0247 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 04/30/2013

Brief Title: Authorize Mayor to execute agreement for engineering services for the Priest Creek Bank Stabilization Project.

Final Action: 05/07/2013

Minute Book Number: MB2013-135-136

Title:

Authorize Mayor to execute in triplicate agreement with ARE Consultants, Inc. for engineering services on the Priest Creek Bank Stabilization project near the Bobby L. Chain Municipal Airport.

Notes:

Sponsors: **Enactment Date:**

Attachments: ARE Agreement, executed ARE Agreement **Enactment Number:**

Contact: **Meeting Date:** 05/07/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Authorize Mayor to execute in triplicate agreement with ARE Consultants, Inc. for engineering services on the Priest Creek Bank Stabilization project near the Bobby L. Chain Municipal Airport.

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

Yeas: 3 - Bradley, Delgado and Ware

Nays: 0

Absent: 2 - Carroll and Naylor

Yea: 3 President Bradley
Council Member Delgado
Vice President Ware

ΓEL-No Vote: 0

Text of Legislative File 2013-0247

Title

Authorize Mayor to execute in triplicate agreement with ARE Consultants, Inc. for engineering services on the Priest Creek Bank Stabilization project near the Bobby L. Chain Municipal Airport.

Summary

Authorize Mayor to execute in triplicate agreement with ARE Consultants, Inc. for engineering services on the Priest Creek Bank Stabilization project near the Bobby L. Chain Municipal Airport.

Budget Information

039551.7295.02

Expenditure Type

FAA Grant

Purchasing Item

Publication Information

ARE[SM]
CONSULTANTS, INC.

March 22, 2013

Mr. Bert Kuyrkendall
Director of Engineering
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Priest's Creek Bank Stabilization

Dear Mr. Kuyrkendall,

Our contract is for providing engineering services, preparing bid documents and performing bidding assistance and periodic observation. Environmental permit coordination also falls within our scope.

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

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of April 2 , 2013 ("Effective Date") between

City of Hattiesburg ("Owner") and

A R E Consultants, Inc. ("Engineer").

Owner intends to Stabilize the Priest's Creek eroded and failing banks on the Hattiesburg Bobby Chain Municipal Airport airfield and beneath the abutting railway by adding new bank stabilization.

Priest's Creek Bank Stabilization ("Project").

Owner and Engineer agree as follows:

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
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ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

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ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 15 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

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5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

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G. The General Conditions for any construction contract documents prepared hereunder are to be either those of the Engineers Joint Contract Documents Committee (EJCDC) and/or the American Institute of Architects (AIA) as selected by Engineer unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.

H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

I. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 *Design Without Construction Phase Services*

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 *Use of Documents*

A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. A party may rely upon the data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from

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such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.

F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

A. Engineer shall maintain its present level of insurance coverage. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall maintain its present level of insurance coverage. Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of the General Conditions and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

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D. Owner and Engineer shall each deliver to the other upon request certificates of insurance evidencing coverages.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than their present levels of coverage. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.05 *Suspension and Termination*

A. Suspension.

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. Termination. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. 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.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of

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receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination.

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this

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Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until

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Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.

B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals,

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and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

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ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the General Conditions:

1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost* = The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

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8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

A. Exhibit A, "Engineer's Services," consisting of 12 pages.

B. Exhibit B, "Owner's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 6 pages.

D. Appendix to Exhibit C consisting of 1 page.

8.02 *Total Agreement*

A. This Agreement (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

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8.03 *Designated Representatives*

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

City of Hattiesburg

By: Honorable Johnny DuPree

Title: Mayor, City of Hattiesburg

Date Signed: April 3, 2013

Address for giving notices:

200 Forrest St.

Hattiesburg, Ms 39401

Designated Representative (see paragraph 8.03.A):

Title:

Phone Number:

Facsimile Number:

E-Mail Address:

Engineer:

ARE Consultants,Inc.

By: Sandra Davis, PE Sandra Davis, PE

Title: President

Date Signed: April 3, 2013

Engineer License or Certificate No. 20710
State of: Mississippi

Address for giving notices:

800 Spring Street, Ste 214

Shreveport, La. 71101

Designated Representative (see paragraph 8.03.A):

Title:

Phone Number:

Facsimile Number:

E-Mail Address:

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A.1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.

2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.

3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

4. Identify and evaluate two (2) alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.

5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.

6. Perform or provide the following additional Study and Report Phase tasks or deliverables: Assist Owner with obtaining additional financing, if Owner desires, including travel to/from Baton Rouge. Assist Owner with procurement of surveyor, testing laboratory, and environmental consultant if required. Assist Owner with zoning and other land use restrictions.

7. Furnish 1 review copy of the Report and any other deliverables to Owner within 10 calendar days of authorization to begin services and review it with Owner. Within 7 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

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B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A.1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications shall conform to the 16-division format of the Construction Specifications Institute (CSI) unless otherwise approved by Owner in writing.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

4. Perform or provide the following additional Final Design Phase tasks or deliverables: Modify the 'Program'. Amend site plans to accommodate geographic and financial constraints. Assist Owner with value engineering.

5. Prepare and furnish 10 review copies of the Bidding Documents and any other deliverables to Owner within 30 calendar days of authorization to proceed with this phase, for review by Owner, its legal counsel, and governmental authorities (SFM, FAA, et al), and assist Owner in the preparation of other related documents. Within 21 days of receipt, Owner shall submit to Engineer any comments and instructions regarding the Final Design Phase documents and any other deliverables.

6. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 10 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 7 calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with

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the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 5. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A.1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and receiving bids for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change inconsistencies in the Bidding Documents caused by the Engineer.

3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Perform or provide the following additional Bidding Phase tasks or deliverables: N/A

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A.1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon authorization from Owner, Engineer shall perform the following services:

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall

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8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 1 copy of the revised Report and any other deliverables to the Owner within 3 calendar days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A.1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Assist Owner with obtaining field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.

5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: Modify the original 'Program'. Amend site plans to accommodate geographic and economic constraints. Perform topographic surveys to verify Owner provided topographic survey data. Perform CAD services for correcting Owner provided topographic data. Reproduce and ship working drawings. Assist Owner with value engineering.

6. Furnish 2 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 14 calendar days of authorization to proceed with this phase, for review by Owner. Within 7 calendar days of receipt, Owner shall submit to Engineer any comments and instructions regarding the Preliminary Design Phase documents and any other deliverables.

7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copy of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 7 calendar days after receipt of Owner's comments.

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B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A.1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications shall conform to the 16-division format of the Construction Specifications Institute (CSI) unless otherwise approved by Owner in writing.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

4. Perform or provide the following additional Final Design Phase tasks or deliverables: Modify the 'Program'. Amend site plans to accommodate geographic and financial constraints. Assist Owner with value engineering.

5. Prepare and furnish 10 review copies of the Bidding Documents and any other deliverables to Owner within 30 calendar days of authorization to proceed with this phase, for review by Owner, its legal counsel, and governmental authorities (SFM, FAA, et al), and assist Owner in the preparation of other related documents. Within 21 days of receipt, Owner shall submit to Engineer any comments and instructions regarding the Final Design Phase documents and any other deliverables.

6. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 10 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 7 calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with

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the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 5. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A.1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and receiving bids for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change inconsistencies in the Bidding Documents caused by the Engineer.

3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Perform or provide the following additional Bidding Phase tasks or deliverables: N/A

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A.1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon authorization from Owner, Engineer shall perform the following services:

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall

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not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* N/A

3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection and coordination of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

6. *Baselines and Benchmarks.* As appropriate, assist Owner with establishing baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to procede.

7. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary but not to exceed 1/week, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

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Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

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13. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

    b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

14. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.

15. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an

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inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

16. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: N/A

17. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.1.06 *Post-Construction Phase*

A. Upon authorization from Owner, Engineer, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the adjusting of Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.

3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

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5. Perform or provide the following additional Post-Construction Phase tasks or deliverables: N/A

6. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services resulting from significant changes in the scope, extent, or character of the portions of the Projet designed or specified by the Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

3. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.

4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

5. Providing renderings or models for Owner's use.

6. Undertaking investigations and studies including, but not limited to, master plans; detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials,

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equipment, and labor; and audits or inventories required in connection with construction performed by Owner, unless required in Basic Services.

7. Furnishing services of Engineer's Consultants for other than Basic Services except as described in A2.02.

8. Services attributable to more prime construction contracts than specified in Paragraph A1.03.

9. Services during out-of-town travel (>100 miles round trip) required of Engineer other than for visits to the Site or Owner's office.

10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

11. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase, when substitution prior to the award of contracts is allowed by the Bidding Documents, and issuing Addenda if approved by Owner.

12. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

13. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

14. Providing Construction Phase services beyond the original date for final completion of the Work.

15. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

16. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

17. Preparation of operation and maintenance manuals.

18. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

19. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

20. Perform HVAC testing and balancing.

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21. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer need not request or obtain specific advance written authorization from Owner for Additional Services described below. However, Engineer will advise Owner within a reasonable period of time that Engineer is performing or furnishing the Additional Services of the types listed below. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner to do so.

1. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, and/or delayed work, (5) an excessive number of clarification and/or interpretation requests by Contractor, (6) acceleration of the progress schedule involving services beyond normal working hours, (7) improper shop drawings and/or substitutions submittals, (8) additional inspections and tests above and beyond initial inspections and tests required in A1.05 A.10, (9) incomplete documents provided by the Contractor and/or incomplete work at the jobsite while preparing for the issuance of a Substantial Completion Certificate or Final Notice, (10) incomplete Contractor pay request documentation, and/or (11) default by Contractor.

5. Services in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Services during the Construction Phase rendered after the date stated in A1.05.B.

8. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

9. Evaluate changes suggested by Owner and/or Contractor, recommend changes to Owner, as appropriate, and prepare Addenda, Change Orders and Work Change Directives as required.

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10. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

11. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

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This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 3, 2013.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 *In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:*

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points, baselines, and benchmarks.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 3, 2013.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Not Applicable

This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 3, 2013.

Standard Hourly Rates Schedule

EE. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates will be adjusted annually (as of 01/01/14) to reflect equitable changes in the compensation payable to Engineer.

3. The Standard Hourly Rates apply only as specified in Article C2.

FF. Schedule

Hourly rates for services performed on or after the date of the Agreement are:

Professional Positions	
Principal Engineer (License)	$175/hour
Senior Engineer (License)	155/hour
Engineer (License)	125/hour
Engineer (Intern)	90/hour
Surveyor (PLS)	85/hour
Pre-Professional Positions:	
Senior CAD Draftsman	85/hour
CAD Draftsman	80/hour
Senior Inspector/Technician	87/hour
Inspector/Technician	82/hour
3-Person Survey Crew	160/hour
2-Person Survey Crew	130/hour
Clerical	55/ho

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ARE CONSULTANTS, INC.

March 22, 2013

Mr. Bert Kuyrkendall
Director of Engineering
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Priest's Creek Bank Stabilization

Dear Mr. Kuyrkendall,

Our contract is for providing engineering services, preparing bid documents and performing bidding assistance and periodic observation. Environmental permit coordination also falls within our scope.

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

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of April 2 , 2013 ("Effective Date") between

City of Hattiesburg ("Owner") and

A R E Consultants, Inc. ("Engineer").

Owner intends to Stabilize the Priest's Creek eroded and failing banks on the Hattiesburg Bobby Chain Municipal Airport airfield and beneath the abutting railway by adding new bank stabilization.

Priest's Creek Bank Stabilization ("Project").

Owner and Engineer agree as follows:

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ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

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ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 15 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

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5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

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G. The General Conditions for any construction contract documents prepared hereunder are to be either those of the Engineers Joint Contract Documents Committee (EJCDC) and/or the American Institute of Architects (AIA) as selected by Engineer unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.

H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

I. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 *Design Without Construction Phase Services*

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 *Use of Documents*

A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. A party may rely upon the data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from

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such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.

F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

A. Engineer shall maintain its present level of insurance coverage. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall maintain its present level of insurance coverage. Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of the General Conditions and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

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D. Owner and Engineer shall each deliver to the other upon request certificates of insurance evidencing coverages.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than their present levels of coverage. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.05 *Suspension and Termination*

A. Suspension.

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. Termination. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. 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.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of

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receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination.

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this

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Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until

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Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.

B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals,

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and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

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ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the General Conditions:

1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost* = The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

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8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

A. Exhibit A, "Engineer's Services," consisting of 12 pages.

B. Exhibit B, "Owner's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 6 pages.

D. Appendix to Exhibit C consisting of 1 page.

8.02 *Total Agreement*

A. This Agreement (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

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8.03 *Designated Representatives*

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:	Engineer:
City of Hattiesburg	ARE Consultants, Inc.
By: Honorable Johnny DuPree	By: Sandra Davis, PE
Title: Mayor, City of Hattiesburg	Title: President
Date Signed: April 3, 2013	Date Signed: April 3, 2013
	Engineer License or Certificate No. 20710
	State of: Mississippi
Address for giving notices:	Address for giving notices:
200 Forrest St.	800 Spring Street, Ste 214
Hattiesburg, Ms 39401	Shreveport, La. 71101
Designated Representative (see paragraph 8.03.A):	Designated Representative (see paragraph 8.03.A):
Title:	Title:
Phone Number:	Phone Number:
Facsimile Number:	Facsimile Number:
E-Mail Address:	E-Mail Address:

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 3, 2013.

Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A.1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.

2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.

3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

4. Identify and evaluate two (2) alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.

5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.

6. Perform or provide the following additional Study and Report Phase tasks or deliverables: Assist Owner with obtaining additional financing, if Owner desires, including travel to/from Baton Rouge. Assist Owner with procurement of surveyor, testing laboratory, and environmental consultant if required. Assist Owner with zoning and other land use restrictions.

7. Furnish 1 review copy of the Report and any other deliverables to Owner within 10 calendar days of authorization to begin services and review it with Owner. Within 7 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

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B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A.1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications shall conform to the 16-division format of the Construction Specifications Institute (CSI) unless otherwise approved by Owner in writing.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

4. Perform or provide the following additional Final Design Phase tasks or deliverables: Modify the 'Program'. Amend site plans to accommodate geographic and financial constraints. Assist Owner with value engineering.

5. Prepare and furnish 10 review copies of the Bidding Documents and any other deliverables to Owner within 30 calendar days of authorization to proceed with this phase, for review by Owner, its legal counsel, and governmental authorities (SFM, FAA, et al), and assist Owner in the preparation of other related documents. Within 21 days of receipt, Owner shall submit to Engineer any comments and instructions regarding the Final Design Phase documents and any other deliverables.

6. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 10 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 7 calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with

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the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 5. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A.1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and receiving bids for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change inconsistencies in the Bidding Documents caused by the Engineer.

3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Perform or provide the following additional Bidding Phase tasks or deliverables: N/A

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A.1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon authorization from Owner, Engineer shall perform the following services:

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall

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8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 1 copy of the revised Report and any other deliverables to the Owner within 3 calendar days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A.1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Assist Owner with obtaining field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.

5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: Modify the original 'Program'. Amend site plans to accommodate geographic and economic constraints. Perform topographic surveys to verify Owner provided topographic survey data. Perform CAD services for correcting Owner provided topographic data. Reproduce and ship working drawings. Assist Owner with value engineering.

6. Furnish 2 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 14 calendar days of authorization to proceed with this phase, for review by Owner. Within 7 calendar days of receipt, Owner shall submit to Engineer any comments and instructions regarding the Preliminary Design Phase documents and any other deliverables.

7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copy of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 7 calendar days after receipt of Owner's comments.

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B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A.1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications shall conform to the 16-division format of the Construction Specifications Institute (CSI) unless otherwise approved by Owner in writing.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

4. Perform or provide the following additional Final Design Phase tasks or deliverables: Modify the 'Program'. Amend site plans to accommodate geographic and financial constraints. Assist Owner with value engineering.

5. Prepare and furnish 10 review copies of the Bidding Documents and any other deliverables to Owner within 30 calendar days of authorization to proceed with this phase, for review by Owner, its legal counsel, and governmental authorities (SFM, FAA, et al), and assist Owner in the preparation of other related documents. Within 21 days of receipt, Owner shall submit to Engineer any comments and instructions regarding the Final Design Phase documents and any other deliverables.

6. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 10 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 7 calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with

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the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 5. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A.1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and receiving bids for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change inconsistencies in the Bidding Documents caused by the Engineer.

3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Perform or provide the following additional Bidding Phase tasks or deliverables: N/A

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A.1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon authorization from Owner, Engineer shall perform the following services:

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall

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not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* N/A

3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection and coordination of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

6. *Baselines and Benchmarks.* As appropriate, assist Owner with establishing baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to procede.

7. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary but not to exceed 1/week, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

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Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

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13. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

    b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

14. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.

15. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an

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inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

16. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: N/A

17. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.1.06 *Post-Construction Phase*

A. Upon authorization from Owner, Engineer, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the adjusting of Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.

3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

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5. Perform or provide the following additional Post-Construction Phase tasks or deliverables: N/A

6. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services resulting from significant changes in the scope, extent, or character of the portions of the Projet designed or specified by the Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

3. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.

4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

5. Providing renderings or models for Owner's use.

6. Undertaking investigations and studies including, but not limited to, master plans; detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials,

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equipment, and labor; and audits or inventories required in connection with construction performed by Owner, unless required in Basic Services.

7. Furnishing services of Engineer's Consultants for other than Basic Services except as described in A2.02.

8. Services attributable to more prime construction contracts than specified in Paragraph A1.03.

9. Services during out-of-town travel (>100 miles round trip) required of Engineer other than for visits to the Site or Owner's office.

10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

11. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase, when substitution prior to the award of contracts is allowed by the Bidding Documents, and issuing Addenda if approved by Owner.

12. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

13. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

14. Providing Construction Phase services beyond the original date for final completion of the Work.

15. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

16. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

17. Preparation of operation and maintenance manuals.

18. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

19. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

20. Perform HVAC testing and balancing.

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21. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer need not request or obtain specific advance written authorization from Owner for Additional Services described below. However, Engineer will advise Owner within a reasonable period of time that Engineer is performing or furnishing the Additional Services of the types listed below. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner to do so.

1. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, and/or delayed work, (5) an excessive number of clarification and/or interpretation requests by Contractor, (6) acceleration of the progress schedule involving services beyond normal working hours, (7) improper shop drawings and/or substitutions submittals, (8) additional inspections and tests above and beyond initial inspections and tests required in A1.05 A.10, (9) incomplete documents provided by the Contractor and/or incomplete work at the jobsite while preparing for the issuance of a Substantial Completion Certificate or Final Notice, (10) incomplete Contractor pay request documentation, and/or (11) default by Contractor.

5. Services in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Services during the Construction Phase rendered after the date stated in A1.05.B.

8. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

9. Evaluate changes suggested by Owner and/or Contractor, recommend changes to Owner, as appropriate, and prepare Addenda, Change Orders and Work Change Directives as required.

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10. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

11. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

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This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 3, 2013.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 *In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:*

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points, baselines, and benchmarks.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

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E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties,

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responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

Q. Perform or provide the following additional services: N/A

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This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated April 3, 2013.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services (other than Resident Project Representative and Post-Construction) – Lump Sum Method of Payment*

R. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount of $28,500.00 based on the following assumed distribution of compensation:

a. Study and Report Phase N/A	$	0.00
b. Preliminary Design Phase including topographic survey	$	17,500.00
c. Final Design Phase	$	7,000.00
d. Bidding and Negotiating Phase	$	1,500.00
e. Construction Phase	$	2,500.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants for foundation, mechanical, and electrical engineering design. (Specialty Consultants such as geotechnical engineers are not included) Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, and profit.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

S. Owner shall pay Engineer for Reimbursable Expenses as follows:

1. Reimbursable Expenses include: fees charged by governmental authorities; out-of-town (>100 miles round trip) travel costs including transportation and subsistence incidental thereto; toll telephone calls and mobile phone charges beyond normal and customary charges and/or outside Louisiana; and reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, providing and maintaining field office facilities including transportation and subsistence for personnel; overtime work requiring higher than regular

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rates, and use of highly specialized equipment including specialized computers and software. The total compensation under this Paragraph is B estimated to be $0.00.

2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be internal expenses at the rates set forth in Appendix 1 of this Exhibit C plus all invoiced external Reimbursable Expenses multiplied by a factor of 1.1. The external Reimbursable Expenses include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. The Reimbursable Expenses Schedule will be adjusted annually on January 1st to reflect equitable changes in the compensation payable to Engineer.

T. Other Provisions Concerning Payment by Owner to Engineer

1. Estimated Compensation Amounts

a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.

2. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

C2.02 N/A

C2.03 N/A

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C2.04 *Compensation For Resident Project Representative (RPR) and Post-Construction Basic Services – Standard Hourly Rates Method of Payment*

U. Owner shall pay Engineer for RPR and Post-Construction Basic Services as follows:

1. *Resident Project Representative Services.* N/A

2. *Post-Construction Phase Services.* For Post-Construction Phase services under Paragraph A1.06 of Exhibit A, an amount equal to the sum of the Engineer's employee's charges, Reimbursable Expenses, and Engineer's Consultant's charges, if any. The total compensation under this Section C2.04 is estimated to be $0.00.

V. Owner shall pay Engineer for Engineer's employees as follows:

1. The amounts payable to Engineer for Engineer's employees, if any, will be equal to the cumulative hours charged to the Project by each class of employee times the Standard Hourly Rates in Appendix 2 of this Exhibit C.

2. The Engineer's Standard Hourly Rates Schedule will be adjusted annually on January 1st to reflect equitable changes in the compensation payable to Engineer.

W. Owner shall pay Engineer for Reimbursable Expenses as follows:

1. Reimbursable Expenses include: fees charged by governmental authorities; out-of-town (>250 miles one way) travel costs including transportation and subsistence incidental thereto; toll telephone calls and mobile phone charges beyond normal and customary charges and/or outside Louisiana; and reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, providing and maintaining field office facilities including transportation and subsistence for personnel; overtime work requiring higher than regular rates, and use of highly specialized equipment ncluding specialized computers and software.

2. The amounts payable to Engineer for Reimbursable Expenses, if any, shall be internal expenses at the rates set forth in Appendix 1 of this Exhibit C plus all invoiced external Reimbursable Expenses multiplied by a factor of 1.1. The external Reimbursable Expenses include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs

3. The Reimbursable Expenses Schedule will be adjusted annually (as of 01/01/14) to reflect equitable changes in the compensation payable to Engineer.

X. Owner shall pay Engineer for Engineer's Consultant's Charges as follows:

1. The amounts payable to Engineer for Engineer's Consultant's Charges, if any, shall be the Consultant's Charges multiplied by a factor of 1.1.

2. The factored Consultant's Charges include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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Y. Other Provisions Concerning Payment by Owner to Engineer

1. Estimated Compensation Amounts

   a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

   b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.

2. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

Z. Owner shall pay Engineer for Additional Services as follows:

1. For Additional Services under Paragraphs A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01, an amount equal to the sum of the Engineer's employee's charges, Reimbursable Expenses, and Engineer's Consultant's charges, if any. (Rates shall be increased by 50% when serving as a consultant or witness)

2. The total compensation under this Section C2.05 is estimated to be $1,000.00

AA. Owner shall pay Engineer for Engineer's employees as follows:

1. The amounts payable to Engineer for Engineer's employees, if any, will be equal to the cumulative hours charged to the Project by each class of employee times the Standard Hourly Rates in Appendix 2 of this Exhibit C.

2. The Engineer's Standard Hourly Rates Schedule will be adjusted annually on January 1st to reflect equitable changes in the compensation payable to Engineer.

BB. Owner shall pay Engineer for Reimbursable Expenses as follows:

1. Reimbursable Expenses include: fees charged by governmental authorities; out-of-town (>100 miles round trip) travel costs including transportation and subsistence incidental thereto; toll telephone calls and mobile phone charges beyond normal and customary charges and/or outside Louisiana; and reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, providing and maintaining field office facilities including transportation and subsistence for personnel; overtime work requiring higher than regular rates, and use of highly specialized equipment ncluding specialized computers and software.

2. The amounts payable to Engineer for Reimbursable Expenses, if any, shall be internal expenses at the rates set forth in Appendix 1 of this Exhibit C plus all invoiced external Reimbursable Expenses multiplied by a factor of 1.1. The external Reimbursable Expenses include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs

3. The Reimbursable Expenses Schedule will be adjusted annually (as of 01/01/14) to reflect equitable changes in the compensation payable to Engineer.

CC. Owner shall pay Engineer for Engineer's Consultant's Charges as follows:

1. The amounts payable to Engineer for Engineer's Consultant's Charges, if any, shall be the Consultant's Charges multiplied by a factor of 1.1.

2. The factored Consultant's Charges include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

DD. Other Provisions Concerning Payment by Owner to Engineer

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1. Estimated Compensation Amounts

   a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

   b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.

2. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 3, 2013.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Not Applicable

This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 3, 2013.

Standard Hourly Rates Schedule

EE. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates will be adjusted annually (as of 01/01/14) to reflect equitable changes in the compensation payable to Engineer.

3. The Standard Hourly Rates apply only as specified in Article C2.

FF. Schedule

Hourly rates for services performed on or after the date of the Agreement are:

Professional Positions	
Principal Engineer (License)	$175/hour
Senior Engineer (License)	155/hour
Engineer (License)	125/hour
Engineer (Intern)	90/hour
Surveyor (PLS)	85/hour
Pre-Professional Positions:	
Senior CAD Draftsman	85/hour
CAD Draftsman	80/hour
Senior Inspector/Technician	87/hour
Inspector/Technician	82/hour
3-Person Survey Crew	160/hour
2-Person Survey Crew	130/hour
Clerical	55/ho

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City of Hattiesburg, MS

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

Master

File Number: 2013-0246

File ID: 2013-0246 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 04/30/2013

Brief Title: Authorize Mayor to execute MDA Budget Modification No. 7 for the Fire Station Grant No. R-110-205-01-GZ. **Final Action:** 05/07/2013

Minute Book Number: MB2013-136

Title:

Authorize Mayor to execute in triplicate MDA Budget Modification No. 7 for the Fire Station Grant No. R-110-205-01-GZ to increase the match budget by $4,374.36.

Notes:

Sponsors: **Enactment Date:**

Attachments: Hattiesburg 01-GZ #7, executed Hattiesburg 01-GZ #7 **Enactment Number:**

Contact: **Meeting Date:** 05/07/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Authorize Mayor to execute in triplicate MDA Budget Modification No. 7 for the Fire Station Grant No. R-110-205-01-GZ to increase the match budget by $4,374.36.

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

Yeas: 3 - Bradley, Delgado and Ware

Nays: 0

Absent: 2 - Carroll and Naylor

Yea: 3 President Bradley
Council Member Delgado
Vice President Ware

ΓEL-No Vote: 0

Text of Legislative File 2013-0246

Title

Authorize Mayor to execute in triplicate MDA Budget Modification No. 7 for the Fire Station Grant No. R-110-205-01-GZ to increase the match budget by $4,374.36.

Summary

Authorize Mayor to execute in triplicate MDA Budget Modification No. 7 for the Fire Station Grant No. R-110-205-01-GZ to increase the match budget by $4,374.36.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MISSISSIPPI DEVELOPMENT AUTHORITY

MODIFICATION SIGNATURE SHEET

501 North West Street • Post Office Box 849

Jackson, Mississippi 39205

1. Recipient's Name, Address and Telephone No.	2. Effective Date	
	3. Contract Number:	Grant Number:
City of Hattiesburg	R-110-205-01-GZ	R-110-205-01-GZ
200 Forrest Street	4. Modification Number: 7	
Hattiesburg, MS 39403	5. Grant Identifier: (Funding Source & Year) CDFA# 14.219 & 14.228	
	6. Beginning & Ending Dates: 08-08-08 / 12-31-12	
601-545-4501	7. Page 1 of 3	

8. As a result of this Modification, funds obligated are changed as follows:

	KCDBG	Other: Federal	Other: Local/Private
From	$ 1,302,851.35	$ 254,120.00	$ 1,502,182.00
To	$ 1,302,851.35	$ 254,120.00	$ 1,506,556.36
Increase of	$ -		$ 4,374.36
Decrease of	$ -		

9. The above recipient is hereby modified as follows: To increase the match budget by $4,374.36

10. Except a hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency:	12. Approved for Recipient:
Signature Date	Signature Date
Name: Jon Mabry Title:	Name: Johnny Dupree
Chief Operating Officer	Title: Mayor

MISSISSIPPI DEVELOPMENT AUTHORITY

MODIFICATION SIGNATURE SHEET

501 North West Street • Post Office Box 849

Jackson, Mississippi 39205 Fire Station

1. Recipient's Name, Address and Telephone No.	2. Effective Date	
	3. Contract Number:	Grant Number:
City of Hattiesburg	R-110-205-01-GZ	R-110-205-01-GZ
200 Forrest Street	4. Modification Number: 7	
Hattiesburg, MS 39403	5. Grant Identifier: (Funding Source & Year) CDFA# 14.219 & 14.228	
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From	$ 1,302,851.35	$ 254,120.00	$ 1,502,182.00
To	$ 1,302,851.35	$ 254,120.00	$ 1,506,556.36
Increase of	$ -		$ 4,374.36
Decrease of	$ -		

9. The above recipient is hereby modified as follows: To increase the match budget by $4,374.36

10. Except a hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency:	12. Approved for Recipient:
Signature Date	Signature 5-7-13 Date
Name: Jon Mabry Title:	Name: Johnny Dupree
Chief Operating Officer	Title: Mayor

MDA DRD

BUDGET MODIFICATION WORKSHEET

Recipient: City of Hattiesburg Contract Number: R-110-205-01-GZ

Note: List CDBG Funds where changes are made.

Activity	Current Budget	Proposed Budget	Change (+/-)
Administration	40,000.00	40,000.00	
Construction of Fire Station	1,262,851.35	1,262,851.35	
Contingency			
Insurance Contents			
	Total	**Total**	**Total**
	1,302,851.35	**1,302,851.35**	

Katrina Supplemental CDBG Program
Budget Summary

Applicant: City of Hattiesburg Fire Station

Funding Year: 2006 Grant Year: _____ Contract: #R-110-205-01-GZ

Description	MDA	IDIS		Other Funding Sources			
Administration			Katrina CDBG				Total
General Administration			36,000.00	40,000.00			76,000.00
Application Prep			4,000.00				4,000.00
Audit							0.00
Subtotal (A)			40,000.00	40,000.00		0.00	80,000.00

Description	MDA	IDIS		Other Funding Sources			
Public Facilities			KATRINA CDBG	insurance	FEMA		Total
Architectural/Engineering				209,508.00	159,326.50		368,834.50
Construction of Public Building			1,262,851.35	3,402.00	1,292,318.29		2,558,571.64
Testing				1,210.00			1,210.00
Mold Remediation					50,537.21		50,537.21
Insurance Contents				4,374.36			4,374.36
Subtotal (B)			1,262,851.35	218,494.36	1,502,182.00	0.00	2,983,527.71
Grant Total (A + B)			1,302,851.35	258,494.36	1,502,182.00	0.00	3,063,527.71

Katrina CDBG Suppemental funds cannot be used for any activity or which funds have been made available by any Federal Agency including FEMA or the Army Corps of Engineers.

City of Hattiesburg, MS

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

Master

File Number: 2013-0238

File ID: 2013-0238 **Type:** Regular Agenda Item **Status:** Approved

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

File Created: 04/25/2013

Brief Title: CDBG Emergency Repair Subrecipient - R3SM **Final Action:** 05/07/2013

Minute Book Number: MB2013-136

Title:

Approve and authorize the execution of a Subrecipient Agreement with R3SM to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

Notes:

Sponsors: **Enactment Date:**

Attachments: 2013 R3SM EMERGENCY Repair Subrecipient, Executed 2013 R3SM EMERGENCY Repair Subrecipient **Enactment Number:**

Contact: **Meeting Date:** 05/07/2013

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Approve and authorize the execution of a Subrecipient Agreement with R3SM to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

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

Yeas: 3 - Bradley, Delgado and Ware

Nays: 0

Absent: 2 - Carroll and Naylor

Yea: 3 President Bradley
Council Member Delgado
Vice President Ware

ΓEL-No Vote: 0

Text of Legislative File 2013-0238

Title

Approve and authorize the execution of a Subrecipient Agreement with R3SM to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

Summary

CDBG Emergency Repair Subrecipient - R3SM

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT
EMERGENCY REPAIR PROGRAM (HOUSING)
R3SM
SUBRECIPIENT AGREEMENT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 7th day of May, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and R3SM (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (301 Buschman St.) for an amount not to exceed **$10,000.00 per project for a minimum of five (5) projects, and not to exceed a total amount of $50,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (C)), and performed on a single-family owner-occupied dwelling.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: The City's Emergency Repair Program {Entitlement}

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF SERVICE

A. Activities

The Subrecipient will procure and/or provide all skilled and unskilled labor in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient's use of these funds shall be limited to the procurement of materials and services needed in performing eligible emergency repairs for eligible applicants, as well as a payment of $500.00 per project (Project Delivery fee), payable to the subrecipient upon successful completion of each unit. Activities in such program must be eligible under the Community Development Block Grant Program. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary.

Program Delivery

The Subrecipient will provide labor, whether paid or volunteer, to execute repairs on single-family owner-occupied homes, within the scope of its

mission using standard materials necessary in eliminating the conditions that are deemed an immediate threat to the health, safety, or welfare of the occupants.

The Subrecipient will collect applicant information on Grantee-provided forms and determine eligibility for assistance. Applications will be forwarded to the Grantee for final verification of eligibility. For eligible projects, the Subrecipient will provide case management and the City of Hattiesburg will reimburse up to $10,000 per project for associated expenses, including a flat fee of $500.00 for project delivery. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary. The Subrecipient may forgo the project delivery fee if it wishes to apply those funds to project costs.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Emergency repairs to single-family owner-occupied homes within the city limits	**May 7, 2013 – December 31, 2013**
Completion of 1st Emergency Repair	**August 1, 2013**
Completion of 2nd Emergency Repair	**September 1, 2013**
Completion of 3rd Emergency Repair	**October 1, 2013**

Completion of 4th Emergency Repair	**November 1, 2013**
Completion of 5th Emergency Repair	**December 1, 2013**
Completion & Submission of Final Report	**December 15, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 7th day of May, 2013, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

It is understood that project costs by line item below may vary depending on the scope of each project undertaken. As such, the "Per Project" budgets below are example guidelines for sample projects with costs of up to $5,000 and $10,000, respectively. The "Total Cost" amounts by line item are firm, and variances to these amounts up to 10% require written approval from the Director of the Department of Federal & State Programs. Cumulative variances to line items of more than 10% over the life of this agreement will require a formal agreement amendment.

	$5,000 Project	$10,000 Project	Total Max
Project Delivery	**$500.00**	**$500.00**	**$2,500.00**
Materials & Contractors	**$4,500.00**	**$9,500.00**	**$47,500.00**
Total Costs	**$5,000.00**	**$10,000.00**	**$50,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any

amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$10,000.00 per project**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	R3SM
City of Hattiesburg Federal & State Programs Director CDBG 601-545-4590 601-554-1006	Sheila Varnado, Executive Director P.O. Box 1506 Hattiesburg, MS 39403-1506 Phone: (601) 544-5115 Fax: (601) 544-5686

VI. SPECIAL CONDITIONS

Lead and/or Asbestos Testing and/or Abatement

For eligible units assisted under this agreement, where it is necessary to test or abate lead or asbestos in the course of work, reasonable and necessary expenses for such testing and/or abatement will not be charged against the $10,000 cap per unit or the $50,000 cap for the gross amount of the agreement. Such lead and/or asbestos testing and/or abatement expenses should be documented separately from routine unit expenses, and will be reimbursed independently. Requests for such funds and their subsequent reimbursement will follow the same procedure as routine requests for funds.

Prior to ordering lead or asbestos testing or abatement, the Subrecipient should consult the City of Hattiesburg Housing Program Inspector. Under advisement from the Housing Program Inspector, the Subrecipient may proceed in ordering lead and/or asbestos testing and/or abatement in accordance with subcontracting and procurement requirements

contained herein. The Subrecipient may only use city-approved contractors for such testing and/or abatement.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

The Subrecipient, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with he prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's

option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG funds from the City of Hattiesburg. Meetings will be chaired by the Community Development Administrator or his designee. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Grantee shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures, regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, and improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the

Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with

the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of $2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this

Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

> "The work to be performed under this contract is a project assisted under a program providing direct Federal financial from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan , or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

c. It will require that the language of paragraph (d) of this certification be included in award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. <u>Lobbying Certification – Paragraph d</u>

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq..
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such

regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

City of Hattiesburg, Mississippi	**R3SM**
By: _____	By: _____
Johnny L. DuPree, Mayor	Sheila Varnado
Date: _____	Date: _____
Attest: _____	Attest: _____
Eddie Myers	
City Clerk	
Date: _____	Date: _____

Attachment to CDBG Emergency Repair Agreement
Step-by-Step Process Guide

Abbreviations: HI – Housing Inspector (Randy Jordan)
HC – Housing Coordinator (Kevin Jordan)
GA – Governmental Accountant (Andrew Ellard)

Identify potential applicant

- See the attached "Case Management" document for additional details.

Confirm clear ownership of home by current resident(s).

- If property was purchased by tax sale and/or as heir property, the deed/title must be quieted and confirmed.

Confirm taxes are up to date (if not, they will need to bring them current at some point before a Homeowner Agreement is established)

An abbreviated assessment of the emergency repair that is needed – this is not necessarily a full work write up, but just a quick assessment to determine whether or not the emergencies can be addressed within the $10,000 limitation.

- Emergency Repairs address only major home systems: structural, electrical, roofing, plumbing.
- Pictures of the house should be taken for the file. Pictures should include at a minimum several angles of the exterior (even if no exterior work is to be done), and pictures of any potential work areas on the interior to substantiate the need and document the file.

Turn in abbreviated write up and pictures to HI and GA – this step is optional, but may help speed up the process of getting the environmental review completed.

Complete the full application including the gathering of all income verification.

- See the attached "Case Management" document for additional details.

Turn in the full application and all related information to HC.

Schedule a site visit with HI. The purpose of this visit will be to complete an official work write up. Subrecipient staff should complete the write up with a proposed budget, and turn in to HI for review. If pictures were not already supplied, they should be turned in at this time. If any edits, additions, etc. are necessary, HI will notify.

If the write-up warrants lead and/or asbestos testing, HI will order the tests.

Environmental Clearance – at this point in the process, nothing further can happen until the City's environmental review is complete. This may require results of lead/asbestos tests, approval from MDAH, and/or public notification (worst-case scenario).

The subrecipient can procure a contractor (NOT before the environmental clearance is attained)

A Homeowner Agreement will go before the City Council for approval

The Homeowner and contractor/subrecipient will sign agreements

If lead and/or asbestos abatement is required, the City will coordinate with the homeowner and order the abatement.

HC will issue a Notice to Proceed.

The subrecipient/contractor should acquire the necessary permit(s).

The contractor can begin work.

HI should be notified when the contractor begins work, and should be notified before any scheduled inspection by building/land code.

Requests for funds are on a reimbursement basis. Along with request from Subrecipient, include invoice(s) from contractors.

No work or change order is authorized unless HI has seen and verified the need, and has authorized the work. If work is done outside what is approved, Subrecipient will be responsible for the cost.
Reimbursement can only be made on requests when HI has verified that work is done to code or specifications.
Any work done, material purchased, or cost incurred prior to environmental clearance AND a homeowner agreement is NOT eligible for reimbursement.

Case Management

- This program is for **Verified Homeowners ONLY!** (Homeowners must have owned and lived in the home for at least one (1) year!)
- Race and Ethnic date Reporting Form needs to be completed by YOU (Case Management)
- Program assistance is not available to employees or relatives of the City of Hattiesburg
- **ALL ORIGINAL DOCUMENTS MUST BE SUBMITTED** to the City of Hattiesburg Community Development office for the program files (Applications, Check Lists, Supporting Documents, Notarized Documents, **Verifications (MUST BE SUBMITTED TO AND COMPLETED BY THE VERIFYING AGENCY AND RETURNED TO YOU!)**, etc. - per HUD guidelines) **NO COPIES!**
- **Homeowners should only submit copies of personal documents** they should hold on to (such as: Social Security Cards, Drivers Licenses, Deeds, Tax Receipts, etc.) the Community Development Office is not responsible for personal documents
- **Documents needing to be notarized must be completed and submitted with the Housing Assistance Application Packet** (Memorandum of Understanding, Unemployment Certification – full page or bottom half, whatever is applicable)
- **All forms should be completed** even if it is just with N/A (exception: only Verification Forms that apply must be completed; others can be discarded)
- **It is very important that ALL household income is reported** – if unreported income is discovered later the Homeowner may be required to repay any and/or all grants funds expended and legal fees associated with securing repayment to the City of Hattiesburg

***Please interview homeowners before having them complete an application. You should know that they fit the program before giving them an application! This will save a lot of time and frustration for the homeowners!

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT
EMERGENCY REPAIR PROGRAM (HOUSING)
R3SM
SUBRECIPIENT AGREEMENT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 7th day of May, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and R3SM (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (301 Buschman St.) for an amount not to exceed **$10,000.00 per project for a minimum of five (5) projects, and not to exceed a total amount of $50,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (C)), and performed on a single-family owner-occupied dwelling.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: The City's Emergency Repair Program {Entitlement}

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF SERVICE

A. Activities

The Subrecipient will procure and/or provide all skilled and unskilled labor in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient's use of these funds shall be limited to the procurement of materials and services needed in performing eligible emergency repairs for eligible applicants, as well as a payment of $500.00 per project (Project Delivery fee), payable to the subrecipient upon successful completion of each unit. Activities in such program must be eligible under the Community Development Block Grant Program. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary.

Program Delivery

The Subrecipient will provide labor, whether paid or volunteer, to execute repairs on single-family owner-occupied homes, within the scope of its

mission using standard materials necessary in eliminating the conditions that are deemed an immediate threat to the health, safety, or welfare of the occupants.

The Subrecipient will collect applicant information on Grantee-provided forms and determine eligibility for assistance. Applications will be forwarded to the Grantee for final verification of eligibility. For eligible projects, the Subrecipient will provide case management and the City of Hattiesburg will reimburse up to $10,000 per project for associated expenses, including a flat fee of $500.00 for project delivery. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary. The Subrecipient may forgo the project delivery fee if it wishes to apply those funds to project costs.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Emergency repairs to single-family owner-occupied homes within the city limits	**May 7, 2013 – December 31, 2013**
Completion of 1st Emergency Repair	**August 1, 2013**
Completion of 2nd Emergency Repair	**September 1, 2013**
Completion of 3rd Emergency Repair	**October 1, 2013**

Completion of 4th Emergency Repair	**November 1, 2013**
Completion of 5th Emergency Repair	**December 1, 2013**
Completion & Submission of Final Report	**December 15, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 7th day of May, 2013, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

It is understood that project costs by line item below may vary depending on the scope of each project undertaken. As such, the "Per Project" budgets below are example guidelines for sample projects with costs of up to $5,000 and $10,000, respectively. The "Total Cost" amounts by line item are firm, and variances to these amounts up to 10% require written approval from the Director of the Department of Federal & State Programs. Cumulative variances to line items of more than 10% over the life of this agreement will require a formal agreement amendment.

	$5,000 Project	$10,000 Project	Total Max
Project Delivery	**$500.00**	**$500.00**	**$2,500.00**
Materials & Contractors	**$4,500.00**	**$9,500.00**	**$47,500.00**
Total Costs	**$5,000.00**	**$10,000.00**	**$50,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any

amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$10,000.00 per project**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	R3SM
City of Hattiesburg Federal & State Programs Director CDBG 601-545-4590 601-554-1006	Sheila Varnado, Executive Director P.O. Box 1506 Hattiesburg, MS 39403-1506 Phone: (601) 544-5115 Fax: (601) 544-5686

VI. SPECIAL CONDITIONS

Lead and/or Asbestos Testing and/or Abatement

For eligible units assisted under this agreement, where it is necessary to test or abate lead or asbestos in the course of work, reasonable and necessary expenses for such testing and/or abatement will not be charged against the $10,000 cap per unit or the $50,000 cap for the gross amount of the agreement. Such lead and/or asbestos testing and/or abatement expenses should be documented separately from routine unit expenses, and will be reimbursed independently. Requests for such funds and their subsequent reimbursement will follow the same procedure as routine requests for funds.

Prior to ordering lead or asbestos testing or abatement, the Subrecipient should consult the City of Hattiesburg Housing Program Inspector. Under advisement from the Housing Program Inspector, the Subrecipient may proceed in ordering lead and/or asbestos testing and/or abatement in accordance with subcontracting and procurement requirements

contained herein. The Subrecipient may only use city-approved contractors for such testing and/or abatement.

Utilization of Funds
If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

The Subrecipient, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with he prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's

option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG funds from the City of Hattiesburg. Meetings will be chaired by the Community Development Administrator or his designee. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Grantee shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures, regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, and improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the

Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with

the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of $2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this

Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

> "The work to be performed under this contract is a project assisted under a program providing direct Federal financial from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan , or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

c. It will require that the language of paragraph (d) of this certification be included in award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. <u>Lobbying Certification – Paragraph d</u>

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq..
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such

regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,
The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 5-7-13

Attest: _____
Eddie Myers
City Clerk

Date: 5-7-13

R3SM

By: _____
Sheila Varnado

Date: 5-7-2013

Attest: _____

Date: 5-7-2013

Attachment to CDBG Emergency Repair Agreement
Step-by-Step Process Guide

Abbreviations: HI – Housing Inspector (Randy Jordan)
HC – Housing Coordinator (Kevin Jordan)
GA – Governmental Accountant (Andrew Ellard)

- Identify potential applicant
  - See the attached "Case Management" document for additional details.
- Confirm clear ownership of home by current resident(s).
  - If property was purchased by tax sale and/or as heir property, the deed/title must be quieted and confirmed.
- Confirm taxes are up to date (if not, they will need to bring them current at some point before a Homeowner Agreement is established)
- An abbreviated assessment of the emergency repair that is needed – this is not necessarily a full work write up, but just a quick assessment to determine whether or not the emergencies can be addressed within the $10,000 limitation.
  - Emergency Repairs address only major home systems: structural, electrical, roofing, plumbing.
  - Pictures of the house should be taken for the file. Pictures should include at a minimum several angles of the exterior (even if no exterior work is to be done), and pictures of any potential work areas on the interior to substantiate the need and document the file.
- Turn in abbreviated write up and pictures to HI and GA – this step is optional, but may help speed up the process of getting the environmental review completed.
- Complete the full application including the gathering of all income verification.
  - See the attached "Case Management" document for additional details.
- Turn in the full application and all related information to HC.
- Schedule a site visit with HI. The purpose of this visit will be to complete an official work write up. Subrecipient staff should complete the write up with a proposed budget, and turn in to HI for review. If pictures were not already supplied, they should be turned in at this time. If any edits, additions, etc. are necessary, HI will notify.
- If the write-up warrants lead and/or asbestos testing, HI will order the tests.
- Environmental Clearance – at this point in the process, nothing further can happen until the City's environmental review is complete. This may require results of lead/asbestos tests, approval from MDAH, and/or public notification (worst-case scenario).
- The subrecipient can procure a contractor (NOT before the environmental clearance is attained)
- A Homeowner Agreement will go before the City Council for approval
- The Homeowner and contractor/subrecipient will sign agreements
- If lead and/or asbestos abatement is required, the City will coordinate with the homeowner and order the abatement.
- HC will issue a Notice to Proceed.
- The subrecipient/contractor should acquire the necessary permit(s).
- The contractor can begin work.
- HI should be notified when the contractor begins work, and should be notified before any scheduled inspection by building/land code.
- Requests for funds are on a reimbursement basis. Along with request from Subrecipient, include invoice(s) from contractors.

- No work or change order is authorized unless HI has seen and verified the need, and has authorized the work. If work is done outside what is approved, Subrecipient will be responsible for the cost.
- Reimbursement can only be made on requests when HI has verified that work is done to code or specifications.
- Any work done, material purchased, or cost incurred prior to environmental clearance AND a homeowner agreement is NOT eligible for reimbursement.

Case Management

- This program is for **Verified Homeowners ONLY!** (Homeowners must have owned and lived in the home for at least one (1) year!)
- Race and Ethnic date Reporting Form needs to be completed by YOU (Case Management)
- Program assistance is not available to employees or relatives of the City of Hattiesburg
- **ALL ORIGINAL DOCUMENTS MUST BE SUBMITTED** to the City of Hattiesburg Community Development office for the program files (Applications, Check Lists, Supporting Documents, Notarized Documents, **Verifications (MUST BE SUBMITTED TO AND COMPLETED BY THE VERIFYING AGENCY AND RETURNED TO YOU!)**, etc. - per HUD guidelines) **NO COPIES!**
- **Homeowners should only submit copies of personal documents** they should hold on to (such as: Social Security Cards, Drivers Licenses, Deeds, Tax Receipts, etc.) the Community Development Office is not responsible for personal documents
- **Documents needing to be notarized must be completed and submitted with the Housing Assistance Application Packet** (Memorandum of Understanding, Unemployment Certification – full page or bottom half, whatever is applicable)
- **All forms should be completed** even if it is just with N/A (exception: only Verification Forms that apply must be completed; others can be discarded)
- **It is very important that ALL household income is reported** – if unreported income is discovered later the Homeowner may be required to repay any and/or all grants funds expended and legal fees associated with securing repayment to the City of Hattiesburg

***Please interview homeowners before having them complete an application. You should know that they fit the program before giving them an application! This will save a lot of time and frustration for the homeowners!

City of Hattiesburg, MS

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

Master

File Number: 2013-0250

File ID: 2013-0250 **Type:** Regular Agenda Item **Status:** Approved

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

File Created: 04/30/2013

Brief Title: CDBG Emergency Repair Subrecipient - Breakthrough Community Services **Final Action:** 05/07/2013

Minute Book Number: MB2013-136-137

Title:

Approve and authorize the execution of a Subrecipient Agreement with Breakthrough Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

Notes:

Sponsors: **Enactment Date:**

Attachments: 2013 BCS EMERGENCY Repair Subrecipient, Executed 2013 BCS EMERGENCY Repair Subrecipient **Enactment Number:**

Contact: **Meeting Date:** 05/07/2013

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Approve and authorize the execution of a Subrecipient Agreement with Breakthrough Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

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

Yeas: 3 - Bradley, Delgado and Ware

Nays: 0

Absent: 2 - Carroll and Naylor

Yea: 3 President Bradley
Council Member Delgado
Vice President Ware

ΓEL-No Vote: 0

Text of Legislative File 2013-0250

Title

Approve and authorize the execution of a Subrecipient Agreement with Breakthrough Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

Summary

CDBG Emergency Repair Subrecipient - Breakthrough Community Services

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT
EMERGENCY REPAIR PROGRAM (HOUSING)
BREAKTHROUGH COMMUNITY SERVICES
SUBRECIPIENT AGREEMENT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 7th day of May, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Breakthrough Community Services (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1313 Country Club Road) for an amount not to exceed **$10,000.00 per project for a minimum of five (5) projects, and not to exceed a total amount of $50,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (C)), and performed on a single-family owner-occupied dwelling.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: The City's Emergency Repair Program {Entitlement}

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF SERVICE

A. Activities

The Subrecipient will procure and/or provide all skilled and unskilled labor in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient's use of these funds shall be limited to the procurement of materials and services needed in performing eligible emergency repairs for eligible applicants, as well as a payment of $500.00 per project (Project Delivery fee), payable to the subrecipient upon successful completion of each unit. Activities in such program must be eligible under the Community Development Block Grant Program. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary.

Program Delivery

The Subrecipient will provide labor, whether paid or volunteer, to execute repairs on single-family owner-occupied homes, within the scope of its

mission using standard materials necessary in eliminating the conditions that are deemed an immediate threat to the health, safety, or welfare of the occupants.

The Subrecipient will collect applicant information on Grantee-provided forms and determine eligibility for assistance. Applications will be forwarded to the Grantee for final verification of eligibility. For eligible projects, the Subrecipient will provide case management and the City of Hattiesburg will reimburse up to $10,000 per project for associated expenses, including a flat fee of $500.00 for project delivery. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary. The Subrecipient may forgo the project delivery fee if it wishes to apply those funds to project costs.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Emergency repairs to single-family owner-occupied homes within the city limits	**May 7, 2013 – December 31, 2013**
Completion of 1st Emergency Repair	**August 1, 2013**
Completion of 2nd Emergency Repair	**September 1, 2013**
Completion of 3rd Emergency Repair	**October 1, 2013**

Completion of 4th Emergency Repair	**November 1, 2013**
Completion of 5th Emergency Repair	**December 1, 2013**
Completion & Submission of Final Report	**December 15, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 7th day of May, 2013, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

It is understood that project costs by line item below may vary depending on the scope of each project undertaken. As such, the "Per Project" budgets below are example guidelines for sample projects with costs of up to $5,000 and $10,000, respectively. The "Total Cost" amounts by line item are firm, and variances to these amounts up to 10% require written approval from the Director of the Department of Federal & State Programs. Cumulative variances to line items of more than 10% over the life of this agreement will require a formal agreement amendment.

	$5,000 Project	$10,000 Project	Total Max
Project Delivery	**$500.00**	**$500.00**	**$2,500.00**
Materials & Contractors	**$4,500.00**	**$9,500.00**	**$47,500.00**
Total Costs	**$5,000.00**	**$10,000.00**	**$50,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any

amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$10,000.00 per project**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Breakthrough Community Services
City of Hattiesburg Federal & State Programs Director CDBG 601-545-4590 601-554-1006	Warren Carter, Executive Director 1313 Country Club Road Hattiesburg, MS 39401 Phone: (601) 582-3475 Fax:

VI. SPECIAL CONDITIONS

Lead and/or Asbestos Testing and/or Abatement

For eligible units assisted under this agreement, where it is necessary to test or abate lead or asbestos in the course of work, reasonable and necessary expenses for such testing and/or abatement will not be charged against the $10,000 cap per unit or the $50,000 cap for the gross amount of the agreement. Such lead and/or asbestos testing and/or abatement expenses should be documented separately from routine unit expenses, and will be reimbursed independently. Requests for such funds and their subsequent reimbursement will follow the same procedure as routine requests for funds.

Prior to ordering lead or asbestos testing or abatement, the Subrecipient should consult the City of Hattiesburg Housing Program Inspector. Under advisement from the Housing Program Inspector, the Subrecipient may proceed in ordering lead and/or asbestos testing and/or abatement in accordance with subcontracting and procurement requirements

contained herein. The Subrecipient may only use city-approved contractors for such testing and/or abatement.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

The Subrecipient, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with he prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's

option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG funds from the City of Hattiesburg. Meetings will be chaired by the Community Development Administrator or his designee. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Grantee shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures, regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, and improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the

Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with

the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of $2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this

Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

> "The work to be performed under this contract is a project assisted under a program providing direct Federal financial from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan , or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

c. It will require that the language of paragraph (d) of this certification be included in award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. <u>Lobbying Certification – Paragraph d</u>

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq..
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such

regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

City of Hattiesburg, Mississippi	**Breakthrough Community Services**
By: _____ Johnny L. DuPree, Mayor	By: _____ Warren Carter
Date: _____	Date: _____
Attest: _____ Eddie Myers, City Clerk	Attest: _____
Date: _____	Date: _____

Attachment to CDBG Emergency Repair Agreement
Step-by-Step Process Guide

Abbreviations: HI – Housing Inspector (Randy Jordan)
HC – Housing Coordinator (Kevin Jordan)
GA – Governmental Accountant (Andrew Ellard)

Identify potential applicant

- See the attached "Case Management" document for additional details.

Confirm clear ownership of home by current resident(s).

- If property was purchased by tax sale and/or as heir property, the deed/title must be quieted and confirmed.

Confirm taxes are up to date (if not, they will need to bring them current at some point before a Homeowner Agreement is established)

An abbreviated assessment of the emergency repair that is needed – this is not necessarily a full work write up, but just a quick assessment to determine whether or not the emergencies can be addressed within the $10,000 limitation.

- Emergency Repairs address only major home systems: structural, electrical, roofing, plumbing.
- Pictures of the house should be taken for the file. Pictures should include at a minimum several angles of the exterior (even if no exterior work is to be done), and pictures of any potential work areas on the interior to substantiate the need and document the file.

Turn in abbreviated write up and pictures to HI and GA – this step is optional, but may help speed up the process of getting the environmental review completed.

Complete the full application including the gathering of all income verification.

- See the attached "Case Management" document for additional details.

Turn in the full application and all related information to HC.

Schedule a site visit with HI. The purpose of this visit will be to complete an official work write up. Subrecipient staff should complete the write up with a proposed budget, and turn in to HI for review. If pictures were not already supplied, they should be turned in at this time. If any edits, additions, etc. are necessary, HI will notify.

If the write-up warrants lead and/or asbestos testing, HI will order the tests.

Environmental Clearance – at this point in the process, nothing further can happen until the City's environmental review is complete. This may require results of lead/asbestos tests, approval from MDAH, and/or public notification (worst-case scenario).

The subrecipient can procure a contractor (NOT before the environmental clearance is attained)

A Homeowner Agreement will go before the City Council for approval

The Homeowner and contractor/subrecipient will sign agreements

If lead and/or asbestos abatement is required, the City will coordinate with the homeowner and order the abatement.

HC will issue a Notice to Proceed.

The subrecipient/contractor should acquire the necessary permit(s).

The contractor can begin work.

HI should be notified when the contractor begins work, and should be notified before any scheduled inspection by building/land code.

Requests for funds are on a reimbursement basis. Along with request from Subrecipient, include invoice(s) from contractors.

No work or change order is authorized unless HI has seen and verified the need, and has authorized the work. If work is done outside what is approved, Subrecipient will be responsible for the cost.
Reimbursement can only be made on requests when HI has verified that work is done to code or specifications.
Any work done, material purchased, or cost incurred prior to environmental clearance AND a homeowner agreement is NOT eligible for reimbursement.

Case Management

- This program is for **Verified Homeowners ONLY!** (Homeowners must have owned and lived in the home for at least one (1) year!)
- Race and Ethnic date Reporting Form needs to be completed by YOU (Case Management)
- Program assistance is not available to employees or relatives of the City of Hattiesburg
- **ALL ORIGINAL DOCUMENTS MUST BE SUBMITTED** to the City of Hattiesburg Community Development office for the program files (Applications, Check Lists, Supporting Documents, Notarized Documents, **Verifications (MUST BE SUBMITTED TO AND COMPLETED BY THE VERIFYING AGENCY AND RETURNED TO YOU!)**, etc. - per HUD guidelines) **NO COPIES!**
- **Homeowners should only submit copies of personal documents** they should hold on to (such as: Social Security Cards, Drivers Licenses, Deeds, Tax Receipts, etc.) the Community Development Office is not responsible for personal documents
- **Documents needing to be notarized must be completed and submitted with the Housing Assistance Application Packet** (Memorandum of Understanding, Unemployment Certification – full page or bottom half, whatever is applicable)
- **All forms should be completed** even if it is just with N/A (exception: only Verification Forms that apply must be completed; others can be discarded)
- **It is very important that ALL household income is reported** – if unreported income is discovered later the Homeowner may be required to repay any and/or all grants funds expended and legal fees associated with securing repayment to the City of Hattiesburg

***Please interview homeowners before having them complete an application. You should know that they fit the program before giving them an application! This will save a lot of time and frustration for the homeowners!

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT
EMERGENCY REPAIR PROGRAM (HOUSING)
BREAKTHROUGH COMMUNITY SERVICES
SUBRECIPIENT AGREEMENT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 7th day of May, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Breakthrough Community Services (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1313 Country Club Road) for an amount not to exceed **$10,000.00 per project for a minimum of five (5) projects, and not to exceed a total amount of $50,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (C)), and performed on a single-family owner-occupied dwelling.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: The City's Emergency Repair Program {Entitlement}

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF SERVICE

A. Activities

The Subrecipient will procure and/or provide all skilled and unskilled labor in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient's use of these funds shall be limited to the procurement of materials and services needed in performing eligible emergency repairs for eligible applicants, as well as a payment of $500.00 per project (Project Delivery fee), payable to the subrecipient upon successful completion of each unit. Activities in such program must be eligible under the Community Development Block Grant Program. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary.

Program Delivery

The Subrecipient will provide labor, whether paid or volunteer, to execute repairs on single-family owner-occupied homes, within the scope of its

mission using standard materials necessary in eliminating the conditions that are deemed an immediate threat to the health, safety, or welfare of the occupants.

The Subrecipient will collect applicant information on Grantee-provided forms and determine eligibility for assistance. Applications will be forwarded to the Grantee for final verification of eligibility. For eligible projects, the Subrecipient will provide case management and the City of Hattiesburg will reimburse up to $10,000 per project for associated expenses, including a flat fee of $500.00 for project delivery. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary. The Subrecipient may forgo the project delivery fee if it wishes to apply those funds to project costs.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Emergency repairs to single-family owner-occupied homes within the city limits	**May 7, 2013 – December 31, 2013**
Completion of 1st Emergency Repair	**August 1, 2013**
Completion of 2nd Emergency Repair	**September 1, 2013**
Completion of 3rd Emergency Repair	**October 1, 2013**

Completion of 4th Emergency Repair	**November 1, 2013**
Completion of 5th Emergency Repair	**December 1, 2013**
Completion & Submission of Final Report	**December 15, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 7th day of May, 2013, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

It is understood that project costs by line item below may vary depending on the scope of each project undertaken. As such, the "Per Project" budgets below are example guidelines for sample projects with costs of up to $5,000 and $10,000, respectively. The "Total Cost" amounts by line item are firm, and variances to these amounts up to 10% require written approval from the Director of the Department of Federal & State Programs. Cumulative variances to line items of more than 10% over the life of this agreement will require a formal agreement amendment.

	$5,000 Project	$10,000 Project	Total Max
Project Delivery	**$500.00**	**$500.00**	**$2,500.00**
Materials & Contractors	**$4,500.00**	**$9,500.00**	**$47,500.00**
Total Costs	**$5,000.00**	**$10,000.00**	**$50,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any

amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$10,000.00 per project**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Breakthrough Community Services
City of Hattiesburg Federal & State Programs Director CDBG 601-545-4590 601-554-1006	Warren Carter, Executive Director 1313 Country Club Road Hattiesburg, MS 39401 Phone: (601) 582-3475 Fax:

VI. SPECIAL CONDITIONS

Lead and/or Asbestos Testing and/or Abatement

For eligible units assisted under this agreement, where it is necessary to test or abate lead or asbestos in the course of work, reasonable and necessary expenses for such testing and/or abatement will not be charged against the $10,000 cap per unit or the $50,000 cap for the gross amount of the agreement. Such lead and/or asbestos testing and/or abatement expenses should be documented separately from routine unit expenses, and will be reimbursed independently. Requests for such funds and their subsequent reimbursement will follow the same procedure as routine requests for funds.

Prior to ordering lead or asbestos testing or abatement, the Subrecipient should consult the City of Hattiesburg Housing Program Inspector. Under advisement from the Housing Program Inspector, the Subrecipient may proceed in ordering lead and/or asbestos testing and/or abatement in accordance with subcontracting and procurement requirements

contained herein. The Subrecipient may only use city-approved contractors for such testing and/or abatement.

Utilization of Funds
If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

The Subrecipient, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with he prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's

option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG funds from the City of Hattiesburg. Meetings will be chaired by the Community Development Administrator or his designee. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Grantee shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures, regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, and improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the

Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with

the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of $2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this

Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

> "The work to be performed under this contract is a project assisted under a program providing direct Federal financial from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan , or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

c. It will require that the language of paragraph (d) of this certification be included in award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq..
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such

regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,
The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 5-7-13

Attest: _____
Eddie Myers, City Clerk

Date: 5-7-13

Breakthrough Community Services

By: _____
Warren Carter

Date: 5-28-13

Attest: _____

Date: 5/28/13

Attachment to CDBG Emergency Repair Agreement
Step-by-Step Process Guide

Abbreviations: HI – Housing Inspector (Randy Jordan)
HC – Housing Coordinator (Kevin Jordan)
GA – Governmental Accountant (Andrew Ellard)

- Identify potential applicant
  - See the attached "Case Management" document for additional details.
- Confirm clear ownership of home by current resident(s).
  - If property was purchased by tax sale and/or as heir property, the deed/title must be quieted and confirmed.
- Confirm taxes are up to date (if not, they will need to bring them current at some point before a Homeowner Agreement is established)
- An abbreviated assessment of the emergency repair that is needed – this is not necessarily a full work write up, but just a quick assessment to determine whether or not the emergencies can be addressed within the $10,000 limitation.
  - Emergency Repairs address only major home systems: structural, electrical, roofing, plumbing.
  - Pictures of the house should be taken for the file. Pictures should include at a minimum several angles of the exterior (even if no exterior work is to be done), and pictures of any potential work areas on the interior to substantiate the need and document the file.
- Turn in abbreviated write up and pictures to HI and GA – this step is optional, but may help speed up the process of getting the environmental review completed.
- Complete the full application including the gathering of all income verification.
  - See the attached "Case Management" document for additional details.
- Turn in the full application and all related information to HC.
- Schedule a site visit with HI. The purpose of this visit will be to complete an official work write up. Subrecipient staff should complete the write up with a proposed budget, and turn in to HI for review. If pictures were not already supplied, they should be turned in at this time. If any edits, additions, etc. are necessary, HI will notify.
- If the write-up warrants lead and/or asbestos testing, HI will order the tests.
- Environmental Clearance – at this point in the process, nothing further can happen until the City's environmental review is complete. This may require results of lead/asbestos tests, approval from MDAH, and/or public notification (worst-case scenario).
- The subrecipient can procure a contractor (NOT before the environmental clearance is attained)
- A Homeowner Agreement will go before the City Council for approval
- The Homeowner and contractor/subrecipient will sign agreements
- If lead and/or asbestos abatement is required, the City will coordinate with the homeowner and order the abatement.
- HC will issue a Notice to Proceed.
- The subrecipient/contractor should acquire the necessary permit(s).
- The contractor can begin work.
- HI should be notified when the contractor begins work, and should be notified before any scheduled inspection by building/land code.
- Requests for funds are on a reimbursement basis. Along with request from Subrecipient, include invoice(s) from contractors.

- No work or change order is authorized unless HI has seen and verified the need, and has authorized the work. If work is done outside what is approved, Subrecipient will be responsible for the cost.
- Reimbursement can only be made on requests when HI has verified that work is done to code or specifications.
- Any work done, material purchased, or cost incurred prior to environmental clearance AND a homeowner agreement is NOT eligible for reimbursement.

Case Management

- This program is for **Verified Homeowners ONLY!** (Homeowners must have owned and lived in the home for at least one (1) year!)
- Race and Ethnic date Reporting Form needs to be completed by YOU (Case Management)
- Program assistance is not available to employees or relatives of the City of Hattiesburg
- **ALL ORIGINAL DOCUMENTS MUST BE SUBMITTED** to the City of Hattiesburg Community Development office for the program files (Applications, Check Lists, Supporting Documents, Notarized Documents, **Verifications (MUST BE SUBMITTED TO AND COMPLETED BY THE VERIFYING AGENCY AND RETURNED TO YOU!)**, etc. - per HUD guidelines) **NO COPIES!**
- **Homeowners should only submit copies of personal documents** they should hold on to (such as: Social Security Cards, Drivers Licenses, Deeds, Tax Receipts, etc.) the Community Development Office is not responsible for personal documents
- **Documents needing to be notarized must be completed and submitted with the Housing Assistance Application Packet** (Memorandum of Understanding, Unemployment Certification – full page or bottom half, whatever is applicable)
- **All forms should be completed** even if it is just with N/A (exception: only Verification Forms that apply must be completed; others can be discarded)
- **It is very important that ALL household income is reported** – if unreported income is discovered later the Homeowner may be required to repay any and/or all grants funds expended and legal fees associated with securing repayment to the City of Hattiesburg

***Please interview homeowners before having them complete an application. You should know that they fit the program before giving them an application! This will save a lot of time and frustration for the homeowners!

City of Hattiesburg, MS

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

Master

File Number: 2013-0251

File ID: 2013-0251 **Type:** Regular Agenda Item **Status:** Approved

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

File Created: 04/30/2013

Brief Title: CDBG Emergency Repair Subrecipient - Pinebelt Community Services **Final Action:** 05/07/2013

Minute Book Number: MB2013-137

Title:

Approve and authorize the execution of a Subrecipient Agreement with Pinebelt Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

Notes:

Sponsors: **Enactment Date:**

Attachments: 2013 Pinebelt EMERGENCY Repair Subrecipient, Executed 2013 Pinebelt EMERGENCY Repair Subrecipient **Enactment Number:**

Contact: **Meeting Date:** 05/07/2013

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Approve and authorize the execution of a Subrecipient Agreement with Pinebelt Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

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

Yeas: 3 - Bradley, Delgado and Ware

Nays: 0

Absent: 2 - Carroll and Naylor

Yea: 3 President Bradley
Council Member Delgado
Vice President Ware

ΓEL-No Vote: 0

Text of Legislative File 2013-0251

Title

Approve and authorize the execution of a Subrecipient Agreement with Pinebelt Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

Summary

CDBG Emergency Repair Subrecipient - Pinebelt Community Services

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT
EMERGENCY REPAIR PROGRAM (HOUSING)
PINEBELT COMMUNITY SERVICES
SUBRECIPIENT AGREEMENT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 7th day of May, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Pinebelt Community Services (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1101 North Main St.) for an amount not to exceed **$10,000.00 per project for a minimum of five (5) projects, and not to exceed a total amount of $50,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (C)), and performed on a single-family owner-occupied dwelling.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: The City's Emergency Repair Program {Entitlement}

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF SERVICE

A. Activities

The Subrecipient will procure and/or provide all skilled and unskilled labor in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient's use of these funds shall be limited to the procurement of materials and services needed in performing eligible emergency repairs for eligible applicants, as well as a payment of $500.00 per project (Project Delivery fee), payable to the subrecipient upon successful completion of each unit. Activities in such program must be eligible under the Community Development Block Grant Program. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary.

Program Delivery

The Subrecipient will provide labor, whether paid or volunteer, to execute repairs on single-family owner-occupied homes, within the scope of its

mission using standard materials necessary in eliminating the conditions that are deemed an immediate threat to the health, safety, or welfare of the occupants.

The Subrecipient will collect applicant information on Grantee-provided forms and determine eligibility for assistance. Applications will be forwarded to the Grantee for final verification of eligibility. For eligible projects, the Subrecipient will provide case management and the City of Hattiesburg will reimburse up to $10,000 per project for associated expenses, including a flat fee of $500.00 for project delivery. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary. The Subrecipient may forgo the project delivery fee if it wishes to apply those funds to project costs.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Emergency repairs to single-family owner-occupied homes within the city limits	**May 7, 2013 – December 31, 2013**
Completion of 1st Emergency Repair	**August 1, 2013**
Completion of 2nd Emergency Repair	**September 1, 2013**
Completion of 3rd Emergency Repair	**October 1, 2013**

Completion of 4th Emergency Repair	**November 1, 2013**
Completion of 5th Emergency Repair	**December 1, 2013**
Completion & Submission of Final Report	**December 15, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 7th day of May, 2013, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

It is understood that project costs by line item below may vary depending on the scope of each project undertaken. As such, the "Per Project" budgets below are example guidelines for sample projects with costs of up to $5,000 and $10,000, respectively. The "Total Cost" amounts by line item are firm, and variances to these amounts up to 10% require written approval from the Director of the Department of Federal & State Programs. Cumulative variances to line items of more than 10% over the life of this agreement will require a formal agreement amendment.

	$5,000 Project	$10,000 Project	Total Max
Project Delivery	**$500.00**	**$500.00**	**$2,500.00**
Materials & Contractors	**$4,500.00**	**$9,500.00**	**$47,500.00**
Total Costs	**$5,000.00**	**$10,000.00**	**$50,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any

amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$10,000.00 per project**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Pinebelt Community Services
City of Hattiesburg Federal & State Programs Director CDBG 601-545-4590 601-554-1006	Kenneth Fairley, Executive Director 1101 North Main Street Hattiesburg, MS 39401 Phone: (601) 543-4943 Fax:

VI. SPECIAL CONDITIONS

Lead and/or Asbestos Testing and/or Abatement

For eligible units assisted under this agreement, where it is necessary to test or abate lead or asbestos in the course of work, reasonable and necessary expenses for such testing and/or abatement will not be charged against the $10,000 cap per unit or the $50,000 cap for the gross amount of the agreement. Such lead and/or asbestos testing and/or abatement expenses should be documented separately from routine unit expenses, and will be reimbursed independently. Requests for such funds and their subsequent reimbursement will follow the same procedure as routine requests for funds.

Prior to ordering lead or asbestos testing or abatement, the Subrecipient should consult the City of Hattiesburg Housing Program Inspector. Under advisement from the Housing Program Inspector, the Subrecipient may proceed in ordering lead and/or asbestos testing and/or abatement in accordance with subcontracting and procurement requirements

contained herein. The Subrecipient may only use city-approved contractors for such testing and/or abatement.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

The Subrecipient, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with he prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's

option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG funds from the City of Hattiesburg. Meetings will be chaired by the Community Development Administrator or his designee. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Grantee shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures, regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, and improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the

Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with

the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of $2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this

Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

> "The work to be performed under this contract is a project assisted under a program providing direct Federal financial from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan , or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

c. It will require that the language of paragraph (d) of this certification be included in award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. <u>Lobbying Certification – Paragraph d</u>

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq..
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such

regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

City of Hattiesburg, Mississippi	**R3SM**
By: _____	By: _____
Johnny L. DuPree, Mayor	Kenneth Fairley, Executive Director
Date: _____	Date: _____
Attest: _____	Attest: _____
Eddie Myers	
City Clerk	
Date: _____	Date: _____

Attachment to CDBG Emergency Repair Agreement
Step-by-Step Process Guide

Abbreviations: HI – Housing Inspector (Randy Jordan)
HC – Housing Coordinator (Kevin Jordan)
GA – Governmental Accountant (Andrew Ellard)

Identify potential applicant

- See the attached "Case Management" document for additional details.

Confirm clear ownership of home by current resident(s).

- If property was purchased by tax sale and/or as heir property, the deed/title must be quieted and confirmed.

Confirm taxes are up to date (if not, they will need to bring them current at some point before a Homeowner Agreement is established)

An abbreviated assessment of the emergency repair that is needed – this is not necessarily a full work write up, but just a quick assessment to determine whether or not the emergencies can be addressed within the $10,000 limitation.

- Emergency Repairs address only major home systems: structural, electrical, roofing, plumbing.
- Pictures of the house should be taken for the file. Pictures should include at a minimum several angles of the exterior (even if no exterior work is to be done), and pictures of any potential work areas on the interior to substantiate the need and document the file.

Turn in abbreviated write up and pictures to HI and GA – this step is optional, but may help speed up the process of getting the environmental review completed.

Complete the full application including the gathering of all income verification.

- See the attached "Case Management" document for additional details.

Turn in the full application and all related information to HC.

Schedule a site visit with HI. The purpose of this visit will be to complete an official work write up. Subrecipient staff should complete the write up with a proposed budget, and turn in to HI for review. If pictures were not already supplied, they should be turned in at this time. If any edits, additions, etc. are necessary, HI will notify.

If the write-up warrants lead and/or asbestos testing, HI will order the tests.

Environmental Clearance – at this point in the process, nothing further can happen until the City's environmental review is complete. This may require results of lead/asbestos tests, approval from MDAH, and/or public notification (worst-case scenario).

The subrecipient can procure a contractor (NOT before the environmental clearance is attained)

A Homeowner Agreement will go before the City Council for approval

The Homeowner and contractor/subrecipient will sign agreements

If lead and/or asbestos abatement is required, the City will coordinate with the homeowner and order the abatement.

HC will issue a Notice to Proceed.

The subrecipient/contractor should acquire the necessary permit(s).

The contractor can begin work.

HI should be notified when the contractor begins work, and should be notified before any scheduled inspection by building/land code.

Requests for funds are on a reimbursement basis. Along with request from Subrecipient, include invoice(s) from contractors.

No work or change order is authorized unless HI has seen and verified the need, and has authorized the work. If work is done outside what is approved, Subrecipient will be responsible for the cost.
Reimbursement can only be made on requests when HI has verified that work is done to code or specifications.
Any work done, material purchased, or cost incurred prior to environmental clearance AND a homeowner agreement is NOT eligible for reimbursement.

Case Management

- This program is for **Verified Homeowners ONLY!** (Homeowners must have owned and lived in the home for at least one (1) year!)
- Race and Ethnic date Reporting Form needs to be completed by YOU (Case Management)
- Program assistance is not available to employees or relatives of the City of Hattiesburg
- **ALL ORIGINAL DOCUMENTS MUST BE SUBMITTED** to the City of Hattiesburg Community Development office for the program files (Applications, Check Lists, Supporting Documents, Notarized Documents, **Verifications (MUST BE SUBMITTED TO AND COMPLETED BY THE VERIFYING AGENCY AND RETURNED TO YOU!)**, etc. - per HUD guidelines) **NO COPIES!**
- **Homeowners should only submit copies of personal documents** they should hold on to (such as: Social Security Cards, Drivers Licenses, Deeds, Tax Receipts, etc.) the Community Development Office is not responsible for personal documents
- **Documents needing to be notarized must be completed and submitted with the Housing Assistance Application Packet** (Memorandum of Understanding, Unemployment Certification – full page or bottom half, whatever is applicable)
- **All forms should be completed** even if it is just with N/A (exception: only Verification Forms that apply must be completed; others can be discarded)
- **It is very important that ALL household income is reported** – if unreported income is discovered later the Homeowner may be required to repay any and/or all grants funds expended and legal fees associated with securing repayment to the City of Hattiesburg

***Please interview homeowners before having them complete an application. You should know that they fit the program before giving them an application! This will save a lot of time and frustration for the homeowners!

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT
EMERGENCY REPAIR PROGRAM (HOUSING)
PINEBELT COMMUNITY SERVICES
SUBRECIPIENT AGREEMENT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 7th day of May, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Pinebelt Community Services (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1101 North Main St.) for an amount not to exceed **$10,000.00 per project for a minimum of five (5) projects, and not to exceed a total amount of $50,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (C)), and performed on a single-family owner-occupied dwelling.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: The City's Emergency Repair Program {Entitlement}

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF SERVICE

A. Activities

The Subrecipient will procure and/or provide all skilled and unskilled labor in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient's use of these funds shall be limited to the procurement of materials and services needed in performing eligible emergency repairs for eligible applicants, as well as a payment of $500.00 per project (Project Delivery fee), payable to the subrecipient upon successful completion of each unit. Activities in such program must be eligible under the Community Development Block Grant Program. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary.

Program Delivery

The Subrecipient will provide labor, whether paid or volunteer, to execute repairs on single-family owner-occupied homes, within the scope of its

mission using standard materials necessary in eliminating the conditions that are deemed an immediate threat to the health, safety, or welfare of the occupants.

The Subrecipient will collect applicant information on Grantee-provided forms and determine eligibility for assistance. Applications will be forwarded to the Grantee for final verification of eligibility. For eligible projects, the Subrecipient will provide case management and the City of Hattiesburg will reimburse up to $10,000 per project for associated expenses, including a flat fee of $500.00 for project delivery. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary. The Subrecipient may forgo the project delivery fee if it wishes to apply those funds to project costs.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Emergency repairs to single-family owner-occupied homes within the city limits	**May 7, 2013 – December 31, 2013**
Completion of 1st Emergency Repair	**August 1, 2013**
Completion of 2nd Emergency Repair	**September 1, 2013**
Completion of 3rd Emergency Repair	**October 1, 2013**

Completion of 4th Emergency Repair	**November 1, 2013**
Completion of 5th Emergency Repair	**December 1, 2013**
Completion & Submission of Final Report	**December 15, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 7th day of May, 2013, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

It is understood that project costs by line item below may vary depending on the scope of each project undertaken. As such, the "Per Project" budgets below are example guidelines for sample projects with costs of up to $5,000 and $10,000, respectively. The "Total Cost" amounts by line item are firm, and variances to these amounts up to 10% require written approval from the Director of the Department of Federal & State Programs. Cumulative variances to line items of more than 10% over the life of this agreement will require a formal agreement amendment.

	$5,000 Project	$10,000 Project	Total Max
Project Delivery	**$500.00**	**$500.00**	**$2,500.00**
Materials & Contractors	**$4,500.00**	**$9,500.00**	**$47,500.00**
Total Costs	**$5,000.00**	**$10,000.00**	**$50,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any

amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$10,000.00 per project**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Pinebelt Community Services
City of Hattiesburg Federal & State Programs Director CDBG 601-545-4590 601-554-1006	Kenneth Fairley, Executive Director 1101 North Main Street Hattiesburg, MS 39401 Phone: (601) 543-4943 Fax:

VI. SPECIAL CONDITIONS

Lead and/or Asbestos Testing and/or Abatement

For eligible units assisted under this agreement, where it is necessary to test or abate lead or asbestos in the course of work, reasonable and necessary expenses for such testing and/or abatement will not be charged against the $10,000 cap per unit or the $50,000 cap for the gross amount of the agreement. Such lead and/or asbestos testing and/or abatement expenses should be documented separately from routine unit expenses, and will be reimbursed independently. Requests for such funds and their subsequent reimbursement will follow the same procedure as routine requests for funds.

Prior to ordering lead or asbestos testing or abatement, the Subrecipient should consult the City of Hattiesburg Housing Program Inspector. Under advisement from the Housing Program Inspector, the Subrecipient may proceed in ordering lead and/or asbestos testing and/or abatement in accordance with subcontracting and procurement requirements

contained herein. The Subrecipient may only use city-approved contractors for such testing and/or abatement.

Utilization of Funds
If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

The Subrecipient, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with he prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's

option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG funds from the City of Hattiesburg. Meetings will be chaired by the Community Development Administrator or his designee. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Grantee shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures, regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, and improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the

Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with

the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of $2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this

Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

> "The work to be performed under this contract is a project assisted under a program providing direct Federal financial from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan , or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

c. It will require that the language of paragraph (d) of this certification be included in award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. <u>Lobbying Certification – Paragraph d</u>

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq..
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such

regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 5-7-13

Attest: _____
Eddie Myers
City Clerk

Date: 5-7-13

~~RSSM~~ Pinebelt Community Services

By: _____
Kenneth Fairley, Executive Director

Date: 6/13/2013

Attest: _____

Date: 6/13/2013

Attachment to CDBG Emergency Repair Agreement
Step-by-Step Process Guide

Abbreviations: HI – Housing Inspector (Randy Jordan)
HC – Housing Coordinator (Kevin Jordan)
GA – Governmental Accountant (Andrew Ellard)

- Identify potential applicant
  - See the attached "Case Management" document for additional details.
- Confirm clear ownership of home by current resident(s).
  - If property was purchased by tax sale and/or as heir property, the deed/title must be quieted and confirmed.
- Confirm taxes are up to date (if not, they will need to bring them current at some point before a Homeowner Agreement is established)
- An abbreviated assessment of the emergency repair that is needed – this is not necessarily a full work write up, but just a quick assessment to determine whether or not the emergencies can be addressed within the $10,000 limitation.
  - Emergency Repairs address only major home systems: structural, electrical, roofing, plumbing.
  - Pictures of the house should be taken for the file. Pictures should include at a minimum several angles of the exterior (even if no exterior work is to be done), and pictures of any potential work areas on the interior to substantiate the need and document the file.
- Turn in abbreviated write up and pictures to HI and GA – this step is optional, but may help speed up the process of getting the environmental review completed.
- Complete the full application including the gathering of all income verification.
  - See the attached "Case Management" document for additional details.
- Turn in the full application and all related information to HC.
- Schedule a site visit with HI. The purpose of this visit will be to complete an official work write up. Subrecipient staff should complete the write up with a proposed budget, and turn in to HI for review. If pictures were not already supplied, they should be turned in at this time. If any edits, additions, etc. are necessary, HI will notify.
- If the write-up warrants lead and/or asbestos testing, HI will order the tests.
- Environmental Clearance – at this point in the process, nothing further can happen until the City's environmental review is complete. This may require results of lead/asbestos tests, approval from MDAH, and/or public notification (worst-case scenario).
- The subrecipient can procure a contractor (NOT before the environmental clearance is attained)
- A Homeowner Agreement will go before the City Council for approval
- The Homeowner and contractor/subrecipient will sign agreements
- If lead and/or asbestos abatement is required, the City will coordinate with the homeowner and order the abatement.
- HC will issue a Notice to Proceed.
- The subrecipient/contractor should acquire the necessary permit(s).
- The contractor can begin work.
- HI should be notified when the contractor begins work, and should be notified before any scheduled inspection by building/land code.
- Requests for funds are on a reimbursement basis. Along with request from Subrecipient, include invoice(s) from contractors.

- No work or change order is authorized unless HI has seen and verified the need, and has authorized the work. If work is done outside what is approved, Subrecipient will be responsible for the cost.
- Reimbursement can only be made on requests when HI has verified that work is done to code or specifications.
- Any work done, material purchased, or cost incurred prior to environmental clearance AND a homeowner agreement is NOT eligible for reimbursement.

Case Management

- This program is for **Verified Homeowners ONLY!** (Homeowners must have owned and lived in the home for at least one (1) year!)
- Race and Ethnic date Reporting Form needs to be completed by YOU (Case Management)
- Program assistance is not available to employees or relatives of the City of Hattiesburg
- **ALL ORIGINAL DOCUMENTS MUST BE SUBMITTED** to the City of Hattiesburg Community Development office for the program files (Applications, Check Lists, Supporting Documents, Notarized Documents, **Verifications (MUST BE SUBMITTED TO AND COMPLETED BY THE VERIFYING AGENCY AND RETURNED TO YOU!)**, etc. - per HUD guidelines) **NO COPIES!**
- **Homeowners should only submit copies of personal documents** they should hold on to (such as: Social Security Cards, Drivers Licenses, Deeds, Tax Receipts, etc.) the Community Development Office is not responsible for personal documents
- **Documents needing to be notarized must be completed and submitted with the Housing Assistance Application Packet** (Memorandum of Understanding, Unemployment Certification – full page or bottom half, whatever is applicable)
- **All forms should be completed** even if it is just with N/A (exception: only Verification Forms that apply must be completed; others can be discarded)
- **It is very important that ALL household income is reported** – if unreported income is discovered later the Homeowner may be required to repay any and/or all grants funds expended and legal fees associated with securing repayment to the City of Hattiesburg

***Please interview homeowners before having them complete an application. You should know that they fit the program before giving them an application! This will save a lot of time and frustration for the homeowners!

City of Hattiesburg, MS

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

Master

File Number: 2013-0231

File ID:	2013-0231	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/19/2013
Brief Title:	CHDO Program Policies & Procedures			**Final Action:**	05/07/2013
				Minute Book Number:	MB2013-137

Title:

Approve policies guiding Community Development Housing Organization (CHDO) activities in accordance with HOME Investment Partnership (HOME) guidelines. {Entitlement}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	CHDO Policies & Procedures Part 1 of 2, CHDO Policies & Procedures Part 2 or 2	**Enactment Number:**	
Contact:		**Meeting Date:**	05/07/2013
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Approve policies guiding Community Development Housing Organization (CHDO) activities in accordance with HOME Investment Partnership (HOME) guidelines. {Entitlement}

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

Yeas: 3 - Bradley, Delgado and Ware

Nays: 0

Absent: 2 - Carroll and Naylor

Yea: 3 President Bradley
Council Member Delgado
Vice President Ware

ΓEL-No Vote: 0

Text of Legislative File 2013-0231

Title

Approve policies guiding Community Development Housing Organization (CHDO) activities in accordance with HOME Investment Partnership (HOME) guidelines. {Entitlement}

Summary

CHDO Program Policies & Procedures

Budget Information

Expenditure Type

Purchasing Item

Publication Information

1. Introduction and Background

Item #	Timing	Staff Involved	Policy/Procedure	Reference
1.1.1			**Purpose and Contents of These Policies and Procedures:**	Purpose and Contents of These Policies and Procedures.doc
1.1.2			**Background regarding the HOME Program, CHDOs, and PJs:**	Background.doc
1.1.3			**PJ-CHDO Relationship Policies and Procedures Executive Summary:**	Executive Summary.doc
1.1.5			**Useful Reference Information:**	
1.1.5.1			**CHDO definition:**	CHDO Definition.doc
1.1.5.2			**HOME Program definitions (from 92.2 in HOME regulations):**	HOME Definitions.doc
1.1.5.3			**"CHDO QuickFinder": A reference guide to CHDO requirements of the HOME Program:**	CHDO QuickFinder.doc
1.1.5.4			**Other useful links to websites and HOME/CHDO reference information:**	Other Resources and Information.doc
1.1.5.5			**A Summary of basic HOME-CHDO policies in statutes and regulations:**	Summary of Basic HOME CHDO Policies.doc
1.1.5.6			**City 2012 Action Plan: (available as a separate document by contacting the City Clerk)**	2012 Action Plan
1.1.5.7			**City 2013-2017 Consolidated Plan: (available as a separate document by contacting the City Clerk)**	2013-2017 Consolidated Plan (text only)

Purpose and Contents of The City of Hattiesburg's PJ-CHDO Relationship Policies and Procedures

1. **Purpose:**

   a. This policies and procedures manual has been written to specify and clarify tasks, roles and responsibilities in the relationship between the City of Hattiesburg ("the City"), in fulfilling its role as a Participating Jurisdiction (PJ), and Community Housing Development Organizations ("CHDOs") in fulfilling their roles as developers to achieve the objectives of the HOME Program (See Background.doc).

   b. References to the City of Hattiesburg staff primarily refer to employees of the Department of Federal and State Programs and Community Development Division ("CDD") within it. References to CHDOs and their staffs refer to persons employed by the nonprofit organizations certified by the City as CHDOs for administrative and development purposes.

2. **Contents:**

   a. This manual will provide a user-friendly guide for City of Hattiesburg and CHDO staff to clarify HOME Program requirements. It will specify program implementation policies and procedures for the City of Hattiesburg, Department of Federal and State Programs, CDD staff to:

   - Solicit, recruit and evaluate Hattiesburg nonprofits wanting to serve as CHDO developers so that they may access HOME program resources, and help fulfill its objectives.
     - (**See Chapter 2**: 02-CHDO P&P - Projects Solicitation & Selection.xls)
   - Certify organizations deemed qualified to be CHDOs.
     - (**See Chapter 3**: 03-CHDO P&P - CHDO Evaluation & Certifications.xls)
   - Contract with CHDOs whose projects have been selected to expeditiously develop their housing, as proposed.
     - (**See Chapter 4**: 04-CHDO P&P - Project Development Agreements.xls)
   - Administer various administrative and monitoring functions to:
     - ensure that all HOME requirements and Development Agreement provisions are met during the development stage;
     - disburse HOME (and possibly CDBG) funds necessary for the housing development;
     - inspect and monitor the development;

- document all activities and transactions;
- handle change orders;
- discover and solve any problems in their early stages.

  - (See **Chapter 5:** 05-CHDO P&P - Project Closings and Disbursements.xls)

-

- Certify and record project's development completion and funding close-out.
  - (**See Chapter 6** 06-CHDO P&P - Project Completions & Close-outs.xls)
- Monitor the projects on an annual basis to ensure that all regulatory and project contractual requirements continue to be met.
  - (**See Chapter 7**:07-CHDO P&P - Annual Project Monitoring.xls)
- Make changes to the CHDO Process policies and procedures to keep them relevant and up-to-date.
  - (**See Chapter** 8:08-CHDO P&P - Keeping CHDO P&Ps Up-to-date.xls)

Background: The HOME Program, Participating Jurisdictions and CHDOS

The HOME Investment Partnerships (HOME) Program was established under Title II of the National Affordable Housing Act. (See: HOME Program Statute.pdf)

1. The purpose of HOME funding is to:
    a. Expand the supply of:
        i. Decent, affordable housing; and
        ii. Nonprofit housing providers.

        and
    b. Strengthen:
        i. Ability of state and local governments to provide housing; and
        ii. Public-private partnerships
2. The HOME Program is administered locally by the City of Hattiesburg through the U.S. Department of Housing and Urban Development (HUD).
    a. The City of Hattiesburg (the City), as a Participating Jurisdiction (PJ), receives funds from HUD under the HOME Program.
        i. The City is responsible for ensuring appropriate utilization of the HUD entitlement funds allocated for housing and community development activities by the City itself, CHDOs and other developers.
    b. HUD HOME Regulations require PJs to set aside 15% of their HOME allocation for Community Housing Development Organizations (CHDOs).
        i. A CHDO is a private, non-profit, community based organization whose primary purpose is to develop affordable housing for the community it serves. The CHDO either has staff with the capacity to develop and administer affordable housing.
            1. To access these set aside funds, local nonprofit organizations must apply to be designated as CHDOs.
            2. After the City determines it meets all of the federal and local requirements, the City will select and certify the organization to be a

CHDO.

3. Through its Consolidated Plan and Annual Action Plan updates, the City has decided to target the use of its HOME set-aside funds for the following eligible activities:

    a. New construction of single family housing;

    b. Homeownership assistance programs;

    c. Single-family home rental housing rehabilitation.

PJ-CHDO Relationship Policies & Procedures
Executive Summary

Following is a brief summary of the PJ-CHDO Relationships Policies and Procedures that are specified in greater detail in the other chapters of this manual.

1. CHDO/Project Solicitation, Submittal, Evaluation and Selection:

    a. The CDD will periodically issue a formal RFP to solicit HOME/CHDO proposals for eligible projects from nonprofits which will include:

        - Instructions;
        - An Application;
        - Market Need and Demand Questionnaire;
        - CHDO Self-Evaluation Tool Checklist (for the nonprofit's own use);
        - Project Risk Analysis Checklist (for the nonprofit's own use).

    b. Proposals will be submitted by interested nonprofits using a City HOME CHDO Project Proposal application document and any required attachments.

    c. The project proposal submittal and public opening process will follow standard City RFP submittal procedures.

    d. CDD staff will perform a threshold evaluation of all applications to assess:
        - Project feasibility and underwriting
        - CHDO capacity to develop the proposed project
        - Market need and demand for the proposed units.

    e. All projects will be submitted to a City committee for review, scoring, and ranking by committee based on established funding criteria.

    f. The committee will be responsible for selecting a project (or projects) based on its rankings.

    g. All organizations submitting proposals will be notified, in writing, of the results of the selection process.

2. CHDO Certification:

a. The organization proposing the selected project will then submit required documentation to determine whether it qualifies as a CHDO under established federal and local criteria.

b. If the organization is determined to be qualified as a CHDO, it will receive CHDO Certification from the City Council.

3. Developer Agreement:

a. A Developer Agreement will be drafted by CDD staff for the project and CHDO including all required federal and local provisions and discussed with the CHDO.

b. CDD will perform a required environmental review for the project.

c. Costs incurred for the environmental review will be charged against the agreement amount as a project cost.

d. If the project receives environmental clearance, the Developer Agreement will be presented to the City Council for Approval.

e. Once approved, the Developer Agreement will be Executed by the Mayor and CHDO's Executive.

f. After the Developer Agreement execution, CDD staff will enter the project information into IDIS.

g. If and when necessary, CDD staff will prepare amendments to the Developer Agreement and oversee their approval and execution.

4. Project Closing:

a. CDD staff will prepare and oversee the execution of all required project documents, including promissory notes, deed of trust, restrictive covenants.

b. Recordation of documents that need to be recorded.

5. Fund Disbursements for Project Costs:

a. Reimbursements to CHDOs of project expenses and developer fees, if applicable, will follow standard City of Hattiesburg policies and procedures.

b. CDD staff will enter fund disbursement information into IDIS.

6. Project Development Oversight:

   a. CDD staff will monitor project development progress according to agreed-upon timelines and milestones.

   b. The CDD Project Inspector and City Technical Inspectors will perform regular inspections to ensure that construction is in compliance with project plans, specifications and all applicable City codes.

7. Project Completion and Close-out:

   a. Projects will be considered completed after inspectors have determined that all City codes have been met, the project has been built to plans and specifications, punch list items have been cleared, and documentation has been provided to indicate that the units or homes are occupied by eligible households.

   b. Final 10% payments will be made to the CHDO after all requirements have been met and lien releases have been received by contractors and sub-contractors.

   c. CDD staff will enter project close-out information into IDIS to commence the project's Affordability Period.

8. Annual Monitoring:

   a. CDD staff will perform annual monitoring of projects to determine that all federal and local requirements continue to be met.

   b. CHDO staff will submit required reports to the City for its review and approval--including occupancy of the project units or homes, and information concerning CHDO proceeds or program income, project resale or recapture.

   c. Records and documentation will be maintained by the City and CHDOs and retained as required by HOME regulations.

   d. Periodic training and technical assistance to CHDOs will be provided by CDD staff.

9. Training and Technical Assistance:

a. Periodically the Department of Federal and State Programs, Community Development Division (CDD) staff will provide technical assistance and/or trainings offered to currently certified CHDOs and other known organizations interested in CHDO eligibility.

b. If findings from the City's ongoing project monitoring determine that there are problems or adverse issues, specialized technical assistance or training may be provided to a CHDO by City staff or by a HOME-CHDO technical assistance provider.

10. Updates and Changes to PJ-CHDO Relationship Policies and Procedures:

a. To ensure that these policies and procedures continue to be relevant and useful, CDD staff will be responsible for drafting changes and updates as conditions warrant and for obtaining the required approvals.

Community Housing Development Organization (CHDO) means a private nonprofit organization that:

(1) Is organized under State or local laws;

(2) Has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;

(3) Is neither controlled by, nor under the direction of, individuals or entities seeking to derive profit or gain from the organization. A community housing development organization may be sponsored or created by a for-profit entity, but:

(i) The for-profit entity may not be an entity whose primary purpose is the development or management of housing, such as a builder, developer, or real estate management firm.

(ii) The for-profit entity may not have the right to appoint more than one-third of the membership of the organization's governing body. Board members appointed by the for-profit entity may not appoint the remaining two-thirds of the board members; and

(iii) The community housing development organization must be free to contract for goods and services from vendors of its own choosing;

(4) Has a tax exemption ruling from the Internal Revenue Service under section 501(c)(3) or (4) of the Internal Revenue Code of 1986 (26 CFR 1.501(c)(3)–1);

(5) Does not include a public body (including the participating jurisdiction). An organization that is State or locally chartered may qualify as a community housing development organization; however, the State or local government may not have the right to appoint more than one-third of the membership of the organization's governing body and no more than one-third of the board members may be public officials or employees of the participating jurisdiction or State recipient. Board members appointed by the State or local government may not appoint the remaining two-thirds of the board members;

(6) Has standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management Systems;"

(7) Has among its purposes the provision of decent housing that is affordable to low-income and moderate-income persons, as evidenced in its charter, articles of incorporation, resolutions or by-laws;

(8) Maintains accountability to low-income community residents by:

(i) Maintaining at least one-third of its governing board's membership for residents of low-income neighborhoods, other low-income community residents, or elected

representative of low-income neighborhood organizations. For urban areas, "community" may be a neighborhood or neighborhoods, city, county or metropolitan area; for rural areas, it may be a neighborhood or neighborhoods, town, village, county, or multi-county area (but not the entire State); and

(ii) Providing a formal process for low-income program beneficiaries to advise the organization in its decisions regarding the design, siting, development, and management of affordable housing;

(9) Has a demonstrated capacity for carrying out activities assisted with HOME funds. An organization may satisfy this requirement by hiring experienced key staff members who have successfully completed similar projects, or a consultant with the same type of experience and a plan to train appropriate key staff members of the organization; and

(10) Has a history of serving the community within which housing to be assisted with HOME funds is to be located. In general, an organization must be able to show one year of serving the community before HOME funds are reserved for the organization. However, a newly created organization formed by local churches, service organizations or neighborhood organizations may meet this requirement by demonstrating that its parent organization has at least a year of serving the community.

(From 24 CFR Part 92, 92.2)

Definitions

HOME Program - means the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq.

ADDI funds - American Dream Down payment Initiative Program funds made available by the US Department of Housing and Urban Development for Down payment assistance towards the purchase of single family housing by low-income families who are first-time homebuyers; and for rehabilitation that is completed in conjunction with the home purchase assisted with ADDI funds.

Affordability Periods – The period over which the City must ensure that the assisted project remains affordable. According to Section 92.252 and 92.254 of the HOME regulations, the affordability period varies by type of activity, as well as the amount of HOME subsidy.

Annual income - as defined at 24 CFR 5.609 for rental projects or Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes for purchase assistance programs.

City - The City of Hattiesburg, Mississippi.

Commitment - The City has executed a legally binding agreement with a subrecipient, contractor, developer or community housing development organization to use a specific amount of HOME funds to produce affordable housing as well as all other funding necessary to complete the project. The project location must be identified in order to meet the commitment requirements under HOME. A conditional commitment can be used if the environmental review has not been completed and the Release of Funds from HUD but no funds can be drawn till that occurs.

Community Housing Development Organization - A private nonprofit organization that: 1. Is organized under State or local laws; 2. No part of its net earnings shall inure to the benefit of any member, founder, contributor, or individual; 3. Is neither controlled by, nor under the direction of, individuals or entities seeking to derive profit or gain from the organization. The CHDO will have staff capacity to complete the activity identified and be certified by the City of Hattiesburg as an eligible CHDO and remain eligible through this process until project completion.

Displaced homemaker - An individual who: 1. Is an adult; 2. Has not worked full-time full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family; and 3. Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

First-time homebuyer - An individual and his or her spouse who has not owned a home during the three-year period prior to purchase of a home with HOME assistance and includes an individual who is a displaced homemaker or single parent.

HOME funds - Funds made available under this part through allocations and reallocations, plus program income.

Homeownership - Ownership in fee simple title or a 99-year leasehold interest in a one to four-unit dwelling or in a condominium unit, or equivalent form of ownership approved by HUD

Household - One or more persons expected to occupy a housing unit.

HUD - The United States Department of Housing and Urban Development.

IDIS - The Integrated Disbursement and Information System, a HUD-operated computer network utilized to set up projects, monitor budgets, draw funds, and file other necessary reports for HUD-funded projects.

Jurisdiction - A State or unit of general local government.

Lease-purchase - Meets the qualifications in CFR Part 92.254 a.(5)(ii)(A)(7).

Low-income families - Families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

Person with disabilities - A household composed of one or more persons, at least one of whom is an adult, who has a disability.

Program income - Gross income received by the City or a subrecipient directly generated from the use of HOME funds or matching contributions. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used. Program income includes, but is not limited to, the following: 1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions; 2. Gross income from the use or rental of real property, owned by the City or a subrecipient, that was acquired, rehabilitated, or constructed, with HOME funds or matching contributions, less costs incidental to generation of the income; 3. Payments of principal and interest on loans made using HOME funds or matching contributions; 4. Proceeds from the sale of loans made with HOME funds or matching contributions; 5. Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions; 6. Interest earned on program income pending its disposition; and 7. Any other interest or return on the investment permitted under §92.205(b) of HOME funds or matching contributions.

Project - A site or sites together with any building or buildings located on the site(s) that are under common ownership, management, and financing and are to be assisted with HOME funds as a single undertaking under this part. The project includes all the activities associated with the site and building.

Project completion – The date in which all necessary title transfer requirements and construction work have been performed; the project complies with the requirements of this part (including the property standards under § 92.251); the final drawdown has been disbursed for the project; and the project completion information has been entered in the Integrated Disbursement and Information System (IDIS) established by HUD.

Reconstruction – The rebuilding, on the same lot, of housing standing on a site at the time of project commitment. The number of housing units on the lot may not be decreased or increased as part of a reconstruction project, but the number of rooms per unit may be increased or decreased. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or standard unit of manufactured housing. Reconstruction is rehabilitation for purposes of this part.

Single-family housing - A one family residence or a condominium unit.

Subrecipient - A public agency or nonprofit organization selected by the City of Hattiesburg to administer all or a portion of the HOME program.

The City – The City of Hattiesburg, Mississippi.

Very low-income families - Families whose annual incomes do not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

CHDO QuickFinder

A Reference Guide to CHDO Requirements of the HOME Program

HOME Investment Partnership Program – Title II of National Affordable Housing Act of 1990 (NAHA)

■ **HUD HOME Program Website:** See www.hud.gov/offices/cpd/affordablehousing/programs/home/index.cfm

■ HOME **Regulations:** 24 CFR Part 92: Key CHDO Sections.

See http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr92_main_02.tpl

❑ **92.2: Definition of CHDO (CHDO qualifications)**

See http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=4ad34024c8b9dc28ff3047479e9f139e&rgn=div8&view=text&node=24:1.1.1.1.41.1.91.2&idno=24 .

See also CHDO Definition.doc

❑ **92.300 - 92.303: set-aside, pre-dev loans**

See http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=4ad34024c8b9dc28ff3047479e9f139e&rgn=div8&view=text&node=24:1.1.1.1.41.7.95.1&idno=24

❑ **92.208: CHDO operating expenses**

See http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=4ad34024c8b9dc28ff3047479e9f139e&rgn=div8&view=text&node=24:1.1.1.1.41.5.92.9&idno=24

❑ **92.504(c)(3): written agreements for developers (incl. CHDOs)**

See http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=4ad34024c8b9dc28ff3047479e9f139e&rgn=div8&view=text&node=24:1.1.1.1.41.11.95.5&idno=24

■ **HOME Notices:**

❑ CPD-97-11 (new version expected in 2003). See CPD 97-11.doc

❑ CPD-01-13: CHDO reservations (annual issuance) See CPD 01-13.doc

❑ CPD-96-09: CHDO operating expenses See CPD 96-09.doc

❑ CPD-97-09: CHDO proceeds See CPD 97-09.doc

■ **Training Manual:** Building HOME

See http://www.hud.gov/offices/cpd/affordablehousing/training/materials/building/

■ **Community Connections Clearinghouse:** 1-800-998-9999 or www.comcon.org

Other Resources and Information

HOME Program website:
http://www.hud.gov/offices/cpd/affordablehousing/programs/home/

HOME Program Rule:
http://www.hud.gov/offices/cpd/affordablehousing/lawsandregs/regs/finalrule.pdf

Technical Guide for determining income and allowances under the HOME program:
http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/2005/1780.cfm

HOME income limits:
http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/index.cfm

HOME rent limits:
http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/index.cfm

HOME maximum per unit Subsidy
http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/subsidylimits.cfm

HOME Maximum Purchase Price Limits
http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/maxprice.cfm

CHDO Guidance
http://www.hud.gov/offices/cpd/affordablehousing/programs/home/topical/chdo.cfm

HUD's Environmental Requirements Website:
http://www.hud.gov/offices/cpd/environment/index.cfm

HUD's Labor Regulations Website:
http://www.hud.gov/offices/olr/

HUD's Fair Housing and Equal Opportunity Website:
http://www/hud/gov/offices/fheo/index.cfm

HUD's Acquisition and Relocation Resources Website:
http://www.hud.gov/offices/cpd/library/relocation/nsp/index.cfm

Summary of Basic HOME CHDO-Related Policies

- **15% of PJ's annual allocation must be reserved for CHDO projects**

- **Funds must be committed to CHDO development projects:**
  - ❑ Requires acquisition, construction or rehabilitation component to be a "development" project
  - ❑ CHDOs must have "effective project control" (CHDO must own, develop or sponsor the project)

- **Funds must be reserved specific CHDOs and committed to CHDO projects within 24 months.**

- **CHDO allocation tracked on cumulative basis (see Commitment Notice CPD-01-13 or successor)**

- **Rental housing:**
  - ❑ Acquisition and/or rehabilitation of rental housing
  - ❑ New construction of rental housing

- **Homebuyer housing:**
  - ❑ Acquisition and/or rehabilitation of properties for sale to homebuyer
  - ❑ New construction of homebuyer properties
  - ❑ Direct financial assistance (i.e. downpayment and closing costs) to purchasers of HOME-assisted homebuyer housing owned, sponsored or developed by a CHDO with HOME funds

CHDO Operating Support Amount:

- Up to 5% of PJ's annual allocation
- No use of the funds is mandated

Eligible Uses:

- Uses must be used for "reasonable and necessary costs for the operation" of the CHDO, consistent with 92.208 See http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=251e5e6fd7b26a9c1c2ede9e09805f08&rgn=div8&view=text&node=24:1.1.1.1.41.5.92.9&idno=24
- Eligible costs include salaries, wages, and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies.

Requirements

- Written agreement required (can be part of a CHDO project commitment)
- If CHDO does not have a current commitment, agreement must specify CHDO is expected to receive CHDO funds within 24 months of receiving operating expenses. (92.300(e)) See http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=cf75661badf8fe2b6aa8631ee6852834&rgn=div8&view=text&node=24:1.1.1.1.41.7.95.1&idno=24

- A CHDO may not receive HOME funding for any fiscal year that exceeds 50 percent of the CHDO's total operating expenses in that fiscal year, or $50,000, whichever is greater [§ 92.300 (f)]. See http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=cf75661badf8fe2b6aa8631ee6852834&rgn=div8&view=text&node=24:1.1.1.1.41.7.95.1&idno=24

- CHDO operating expenses are not subject to HOME match requirements.

Discretionary Pre-Development Loans:
Amount:

- Limited to 10% of total amount reserved for CHDOs from annual allocation to project-specific limit

TA/Site Control Loans (92.301(a)) preliminary architectural/engineering, options/site control, title clearance. See http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=251e5e6fd7b26a9c1c2ede9e09805f08&rgn=div8&view=text&node=24:1.1.1.1.41.7.95.2&idno=24

- Eligible uses: feasibility studies, consultants, legal fees, preliminary applications,
- Does not require environmental clearance

Seed Money Loans (92.301(b)) zoning, engineering, legal, etc. See http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=251e5e6fd7b26a9c1c2ede9e09805f08&rgn=div8&view=text&node=24:1.1.1.1.41.7.95.2&idno=24

- Uses: pre-construction costs, such as loan commitments, plan & specifications,
- Requires environmental clearance of project
- Requires site control, development team, preliminary commitment of HOME

Repayment provisions:

- Repaid from or rolled into construction/permanent financing
- Forgivable if project impediments beyond the control of the CHDO

Net Proceeds from CHDO HOME Projects:

- **At PJ option, CHDO can retain proceeds from project, but:**
  - ❑ First reuse of proceeds must be for low-income housing or HOME activities
  - ❑ Recaptured funds from HOME homebuyer notes/mortgages are subject to HOME rules (see recapture 92.503(d)) See http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=251e5e6fd7b26a9c1c2ede9e09805f08&rgn=div8&view=text&node=24:1.1.1.1.41.11.95.4&idno=24
  - ❑ If proceeds not permitted to be retained by CHDO, PJ must treat as program income

Written Agreement:

- Must specify whether CHDO can retain proceeds & the reuse of those proceeds (type of activity permitted/required)

1. Project Solicitation

Item #	Timing	Staff Involved	Policy/Procedure	Reference
2.1.1		Government Accountant	**Project Solicitation and Submittal Policies &Procedures:**	Project Solicitation and Submittal P&Ps.doc
2.1.2			**Possible reference documents and tools:**	
2.1.2.1			**General policies for CHDO development activities and projects:**	General HOME CHDO Project Policies.doc
2.1.2.2			**Cross-cutting federal requirements and regulations for HOME developments:**	Cross Cutting Federal Requirements for HOME Projects.doc
2.1.2.3			**Rental new development or rehab projects policies and requirements:**	Policies and Requirements for Rental Developments.doc
2.1.2.4			**Home ownership new development or rehab project policies and requirements**	Policies and Requirements for Homebuyer Developments.doc
2.1.2.5			**Checklist for use by CHDOs when deciding to apply for HOME CHDO project development funding:**	CHDO Project Selection Tool Checklist.doc
2.1.2.6			**CHDO roles--owner, developer or sponsor:**	CHDO Roles and Responsibilities to Access CHDO Setaside Funds.doc
2.1.2.7			**Self-assessment guide for nonprofits desiring to become a CHDO:**	CHDO Capacity Self-Assessment Tool.doc

CHDO Project Solicitation and Submittal Policies and Procedures

Policy:

1. Formal RFP will be issued on an as needed basis as funding allows.

2. Proposals which are incomplete or submitted after the deadline will not be considered.

Procedures:

1. Community Development Division staff will draft the RFP to solicit projects that are consistent with the needs and goals identified by the current Consolidated Plan and Action Plans.

2. The RFP will be advertised in *Hattiesburg American* newspaper following approval by the City Council.

    a. All known organizations interested in CHDO eligibility will additionally be notified by mail or email of the existing RFP. However, the advertisement in the Hattiesburg American is the primary method of notification. Organizations should not rely on direct contact from any city staff.

3. Responders will be instructed to pickup proposal packets and applications from the City Clerk's office. Instructions will include deadlines for submittal.

4. Proposals submitted by the deadline will be opened publicly.

5. Proposals containing all required documentation and information will be forwarded to the Community Development Division for further review.

General HOME CHDO Project Policies

1. **Affordability Requirements:**

    a. HOME assisted homeownership housing developed by the CHDO must be located in the City of Hattiesburg and serve households below 80% of the Area Median Income, adjusted for family size.

    b. It also must meet the affordability requirement for not less than the applicable period specified in 24 CFR Part 92.254 (a)(4) (See 92.254.doc) as indicated below:

        i. **Affordability for Beneficiaries.**

            1. To ensure affordable housing over the long term, the HUD HOME program imposes rent requirements and occupancy requirements.

            2. For properties with five or more HOME-assisted units, 20% of the HOME-assisted units must be occupied by families who earn <=50% of the HUD determined AMI.

            3. For current Income limits, see the HUD website:

                HOME Income limits:
                http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/index.cfm

            4. For rental projects developed by CHDOs, two HOME rents are used.

                a. High HOME rents are the lesser of:

                    i. The Fair Market Rents (FMRs) for existing housing, or

                    ii. 30% of the adjusted income of a family whose income equals 65% of the median income.

                b. Low HOME rents are imposed for properties with *five*

or more HOME-assisted units; 20% of those HOME-assisted units must have rents no greater than:

i. 30% of the tenant's monthly adjusted income, or

ii. 30% of the annual income of a family whose income is 50% of the median income.

5. For current HOME rent limits, see the HUD website:

HOME Rent Limits:
http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/index.cfm

ii. **Affordability Period:**

1. The length of the affordability period depends on the amount of the HOME investment and the nature of the activity, as indicated in the following chart:

Activity	Average Per-Unit Home Price, Development Cost or Subsidy	Minimum Affordability Period
a) Rehabilitation /or acquisition of existing housing; b) New construction of single family homes; c) Homebuyer downpayment or closing cost subsidy.	<=$15,000/unit $15,000 - $40,000/unit >40,000/unit	5 Years 10 Years 15 Years
New Construction or Acquisition of Rental Housing	Any $ Amount	20 Years

2. **Property Standards:**

a. All HOME-funded projects must meet state and local codes and ordinances. New Construction must also comply with Model Energy Code and handicapped accessibility requirements, where applicable. In addition, all inspections must be completed and conform to City of Hattiesburg Building Regulations.

3. **Recapture Provisions:**

a. The CHDO will impose recapture requirements as defined in 24 CFR Part 92.254(a)(5)(ii)(A)(2) to ensure affordability requirements (See 24 CFR Part 92.254).

4. **Project Proceeds:**

a. The CHDO is authorized to retain proceeds generated from the CHDO's housing development activity.

b. The CHDO may retain project proceeds for future low-income housing activities, which include homebuyer counseling, operational support, and additional development of affordable housing.

c. Also See Project Proceeds Document

5. **CHDO Development Insurance Requirements**:

a. CHDO developers must carry and submit evidence to the City that the following coverages are in effect during the development period:

i. Builder's Risk Insurance including Performance Payment Bond.

1. The policy must list the City of Hattiesburg as additional insured on the certificate of insurance and must be insured in an amount equal to the contract funding amount.

ii. Additionally, CHDOs must submit a copy of the contractor's and subcontractors' insurance and bonds to the City of Hattiesburg prior to beginning construction.

Cross Cutting Federal Requirements for HOME Projects

§ 92.350 Other Federal Requirements

a. The Federal requirements set forth in 24 CFR part 5, subpart A, are applicable to participants in the HOME program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.

b. The nondiscrimination requirements at section 282 of the Act are applicable. These requirements are waived in connection with the use of HOME funds on lands set aside under the Hawaiian Homes Commission Act, 1920 (42 Stat.108).

§ 92.351 Affirmative Marketing; Minority Outreach Program

a. *Affirmative marketing.*

1. Each participating jurisdiction must adopt affirmative marketing procedures and requirements for rental and homebuyer projects containing 5 or more HOME- assisted housing units. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. (The affirmative marketing procedures do not apply to families with Section 8 tenant-based rental housing assistance or families with tenant-based rental assistance provided with HOME funds.)

2. The affirmative marketing requirements and procedures adopted must include:

i. Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the participating jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);

ii. Requirements and practices each owner must adhere to in order to carry out the participating jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);

iii. Procedures to be used by owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g., use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);

iv. Records that will be kept describing actions taken by the participating jurisdiction and by owners to affirmatively market units and records to assess the results of these actions; and

v. A description of how the participating jurisdiction will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

3. A State that distributes HOME funds to units of general local government must require each unit of general local government to adopt affirmative marketing procedures and requirements that meet the requirement in paragraphs (a) and (b) of this section.

b. *Minority outreach.* A participating jurisdiction must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Section 85.36(e) of this title describes actions to be taken by a participating jurisdiction to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

§ 92.352 Environmental Review

a. *General.* The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58.

b. *Responsibility for review.*

1. The jurisdiction (e.g., the participating jurisdiction or State recipient) or insular area must assume responsibility for environmental review, decisionmaking, and action for each activity that it carries out with HOME funds, in accordance with the requirements imposed on a recipient under 24 CFR part 58. No funds may be committed to a HOME activity or project before the completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR part 58.

2. A State participating jurisdiction must also assume responsibility for approval of requests for release of HOME funds submitted by State recipients.

3. HUD will perform the environmental review, in accordance with 24 CFR part 50, for a competitively awarded application for HOME funds submitted to HUD by an entity that is not a jurisdiction.

§ 92.353 Displacement, Relocation, and Acquisition

a. *Minimizing displacement.* Consistent with the other goals and objectives of this part, the participating jurisdiction must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project.

b. *Temporary relocation.* The following policies cover residential tenants who will not be required to move permanently but who must relocate temporarily for the project. Such tenants must be provided:

1. Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs.

2. Appropriate advisory services, including reasonable advance written notice of:

i. The date and approximate duration of the temporary relocation;

ii. The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;

iii. The terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling in the building/complex upon completion of the project; and

iv. The provisions of paragraph (b)(1) of this section.

c. *Relocation assistance for displaced persons.*

1. *General.* A displaced person (defined in paragraph (c)(2) of this section) must be provided relocation assistance at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and 49 CFR part 24. A "displaced person" must be advised of his or her rights under the Fair Housing Act and, if the comparable replacement dwelling used to establish the amount of the replacement housing payment to be provided to a minority person is located in an area of minority concentration, the minority person also must be given, if possible, referrals to comparable and suitable, decent, safe, and sanitary replacement dwellings not located in such areas.

2. *Displaced Person.*

i. For purposes of paragraph (c) of this section, the term displaced person means a person (family individual, business, nonprofit organization, or farm, including

any corporation, partnership or association) that moves from real property or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property that is made:

A. After notice by the owner to move permanently from the property, if the move occurs on or after:

1. The date of the submission of an application to the participating jurisdiction or HUD, if the applicant has site control and the application is later approved; or

2. The date the jurisdiction approves the applicable site, if the applicant does not have site control at the time of the application; or

B. Before the date described in paragraph (c)(2)(i)(A) of this section, if the jurisdiction or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the project; or

C. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

1. The tenant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe, and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions. Such reasonable terms and conditions must include a term of at least one year at a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

i. The tenant's monthly rent before such agreement and estimated average monthly utility costs; or

ii. The total tenant payment, as determined under 24 CFR 5.613, if the tenant is low-income, or 30 percent of gross household income, if the tenant is not low-income; or

2. The tenant is required to relocate temporarily, does not return to the building/complex, and either:

i. The tenant is not offered payment for all reasonable out-of- pocket expenses incurred in connection with the temporary relocation; or

ii. Other conditions of the temporary relocation are not reasonable; or

3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

ii. Notwithstanding paragraph (c)(2)(i) of this section, a person does not qualify as a displaced person if:

A. The person has been evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the participating jurisdiction determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance. The effective date of any termination or refusal to renew must be preceded by at least 30 days advance written notice to the tenant specifying the grounds for the action.

B. The person moved into the property after the submission of the application but, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, incur a rent increase), and the fact that the person would not qualify as a "displaced person" (or for any assistance under this section) as a result of the project;

C. The person is ineligible under 49 CFR 24.2(g)(2); or

D. HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

iii. The jurisdiction may, at any time, ask HUD to determine whether a displacement is or would be covered by this rule.

3. *Initiation of negotiations.* For purposes of determining the formula for computing replacement housing assistance to be provided under paragraph (c) of this section to a tenant displaced from a dwelling as a direct result of private-owner rehabilitation, demolition or acquisition of the real property, the term initiation of negotiations means the execution of the agreement covering the acquisition, rehabilitation, or demolition.

d. *Optional relocation assistance.* The participating jurisdiction may provide relocation payments and other relocation assistance to families, individuals, businesses, nonprofit organizations, and farms displaced by a project assisted with HOME funds where the displacement is not subject to paragraph (c) of this section. The jurisdiction may also provide relocation assistance to persons covered under paragraph (c) of this section beyond that required. For any such assistance that is not required by State or local law, the jurisdiction must adopt a written policy available to the public that describes the optional relocation assistance that it has elected to furnish and provides for equal relocation assistance within each class of displaced persons.

e. *Residential antidisplacement and relocation assistance plan.* The participating jurisdiction shall comply with the requirements of 24 CFR part 42, subpart C.

f. *Real property acquisition requirements.* The acquisition of real property for a project is subject to the URA and the requirements of 49 CFR part 24, subpart B.

g. *Appeals.* A person who disagrees with the participating jurisdiction's determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the jurisdiction. A low-income person who is dissatisfied with the jurisdiction's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

§ 92.354 Labor

a. *General.*

1. Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).

2. The contract for construction must contain these wage provisions if HOME funds are used for any project costs in § 92.206, including construction or nonconstruction costs, of housing with 12 or more HOME-assisted units. When HOME funds are only used to assist homebuyers to acquire single-family housing, and not for any other project costs, the wage provisions apply to the construction of the housing if there is a written agreement with the owner or developer of the housing that HOME funds will be used to assist homebuyers to buy the housing and the construction contract covers 12 or more housing units to be purchased with HOME assistance. The wage provisions apply to any construction contract that includes a total of 12 or more HOME-assisted units, whether one or more than one project is covered by the construction contract. Once they are determined to be applicable, the wage provisions must be contained in the construction contract so as to cover all laborers and mechanics employed in the development of the entire project, including portions other than the assisted units. Arranging multiple construction contracts within a single project for the purpose of avoiding the wage provisions is not permitted. Participating jurisdictions, contractors, subcontractors, and other participants must comply with regulations issued under these acts and with other Federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. Participating jurisdictions must require certification as to compliance with the provisions of this section before making any payment under such contract.

b. *Volunteers*. The prevailing wage provisions of paragraph (a) of this section do not apply to an individual who receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered and who is not otherwise employed at any time in the construction work. See 24 CFR part 70.

c. *Sweat equity.* The prevailing wage provisions of paragraph (a) of this section do not apply to members of an eligible family who provide labor in exchange for acquisition of a property for homeownership or provide labor in lieu of, or as a supplement to, rent payments.

§ 92.355 Lead-based paint

Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title. [64 FR 50224, Sept. 15, 1999]

§ 92.356 Conflict of Interest

a. *Applicability*. In the procurement of property and services by participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

b. *Conflicts prohibited.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decisionmaking process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

c. *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

d. *Exceptions*: *Threshold requirements.* Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. An exception may be considered only after the participating jurisdiction has provided the following:

1. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

2. An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exception is sought would not violate State or local law.

e. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

1. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

2. Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

3. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

4. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;

5. Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

6. Any other relevant considerations.

f. *Owners and Developers.*

1. No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. 2. *Exceptions*. Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant an exception to the provisions of paragraph (f)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:

i. Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the

exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

ii. Whether the person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted housing in question;

iii. Whether the tenant protection requirements of § 92.253 are being observed;

iv. Whether the affirmative marketing requirements of § 92.351 are being observed and followed; and

v. Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.

Policies and Requirements for HOME Rental Projects

1. **Rent Requirements:**

a. High HOME Rents. High HOME Rent units must be occupied by tenants whose incomes do not exceed the HUD-published HOME low-income limits (at or below 80% AMI). The rents for these units cannot exceed the HUD-published High HOME rent limits.

b. Low HOME Rents. For projects with 5 or more HOME assisted units, at least 20% of the HOME assisted units must be Low HOME rents. Low HOME Rent units must be occupied by tenants whose income does not exceed the HUD-published very low-income limits (50% AMI). The rents for these units cannot exceed the HUD-published Low HOME rent limits. Remaining HOME assisted units must be at or below 80% AMI.

c. Maximum HOME Rents. All HOME assisted units must utilize the High and Low HOME Rents, established for the Hattiesburg area, published annually by HUD. All HOME rents must be reduced by the utility allowance provided by the City. Utility allowances do not include telephone or cable. Rent limits and utility allowances will be provided annually by the City or the CHDO can use those published by the Mississippi Development Authority (MDA).

d. Initial HOME Rents. The initial HOME rents are based on those in effect at the time of the project commitment. HOME rents may increase or decrease based on market conditions. Initial HOME rents can increase only when a tenant's lease expires and upon 30 written notice to the tenant.

e. Rent Increases. Rents can only increase when a tenant's lease has expired and a 30-day written notice has been provided to the tenant. HOME rents cannot increase beyond the annually published rents provided by HUD. If the Low or High HOME rents decrease below the initial HOME rents, the project may continue to honor the initial HOME rents or decrease the rents accordingly. The City of Hattiesburg must approve the rent schedule and all subsequent rent increases.

2. **Occupancy Requirements:**

a. HOME assisted project must adopt written tenant selection policies that are consistent with HOME regulations. All projects must implement a lease between the owner and tenant in a HOME assisted unit for at least one year. A copy of the lease must be provided to City of Hattiesburg for approval prior to lease up. Owner may terminate tenancy or refuse to renew a lease only upon 30 days written notice and only for violations of the terms and conditions of the lease or violation of applicable federal, state and local laws. A prospective tenant cannot be refused solely on the basis of being the recipient of a Section 8

voucher. The lease cannot contain any of the following provisions:

1. Agreement to be sued
2. Treatment of property
3. Excusing owner from responsibility
4. Waiver of notice
5. Waiver of legal proceedings
6. Waiver of a jury trial
7. Waiver of right to appeal court decision
8. Tenant chargeable with cost of legal actions regardless of outcome

3. **Income Eligibility Requirements.** A minimum of 90 percent of HOME-assisted rental units completed must be occupied by households with incomes less than or equal to 60 percent of AMI ("60 percent households"). This requirement is based on a per-project basis rather than a City-wide cumulative basis. Based on the number of units to be produced per this agreement, this stipulation requires by default that 100% of the HOME-assisted rental units be occupied by households with income less than or equal to 60 percent of AMI.

a. Determining/Verifying Income. Income eligibility is based on anticipated income. Income eligibility must be documented with source documentation. Income is to be defined by the Section 8 annual income method. The owner must verify that the households benefiting from the HOME funds are in accordance with the most current U. S. Department of Housing and Urban Development HOME Program Income Limit Guidelines.

b. Initial Income Verification. The CHDO is responsible to collect required income documentation to determine tenant eligibility prior to the tenant occupying a unit. The CHDO is responsible for completing income verification forms for each household. The City will conduct a monitoring visit with the owner to ensure that initial income verification was performed correctly.

c. Annual Recertification. The CHDO must annually collect required income documentation to determine tenant eligibility, following the same procedures conducted at initial income verification. Under the HOME Annual recertification requirements, project owners must establish a system to recertify tenant's income on an annual basis, throughout the affordability period. The project owner must collect and review source documentation each year or collect a written statement from the administrator of another government program under which the tenant received benefits and examines the annual income each year. Property Owner must complete new income verification forms at each annual recertification. If the project owner collects a written statement from the administrator of another government program, the project owner must still collect source documentation at least every 3 years of the affordability period. The project owner is still responsible for ensuring the correct numbers of Low HOME rent units are maintained

throughout the affordability period.

d. Over Income Tenants. Must pay 30% of their adjusted gross income if they become over the limit while they are a resident. They are not required to move out.

4. **Non-discrimination and Equal Access.**

   a. All projects must adhere to the Fair Housing Act, Equal Opportunity in Housing Order, and Age Discrimination Act of 1975.

   b. All marketing material must include the Fair Housing Logo and incorporate the equal opportunity language.

   c. An affirmative marketing plan must be implemented that outlines how the housing assisted with HOME funds will be affirmatively marketed.

   d. The Affirmative Marketing plan must be submitted and approved by the City of Hattiesburg for approval, prior to implementation.

5. **Davis Bacon Wages**. Davis Bacon will apply to contracts for construction and/or rehabilitation of affordable housing with 12 or more HOME-assisted units. Applicability depends on how many HOME-assisted units are under the contract, not how many units are in the HOME project. The Developer must follow all applicable Davis Bacon Rules and Regulations.

6. **Identification of Documents, Project Sites and Publicity.** All reports, maps, brochures, newsletters, pamphlets, and other documents completed as part of this agreement, other than documents exclusively for internal use, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): Name of Agency, and the following notation covering federal assistance: This project funded in part by the U.S. Department of Housing & Urban Development through partnership with the City of Hattiesburg.

Policies and Requirements for HOME Homebuyer Projects

1. **Basic Income Requirements**
Homebuyers for any CHDO project must meet the basic income-eligibility requirements (24 CFR Part 92.217) in order to satisfy the agreement between the City and the CHDO. Sale, transfer, disposal, etc. by a CHDO of a HOME-funded property to any party other than an income-eligible buyer will result in the repayment of HOME funds to the City of Hattiesburg.

2. **Direct Assistance Requirement**
CHDOs selling HOME-funded units to eligible homebuyers must ensure that the buyer is provided "direct assistance." A buyer can be provided direct assistance by a) applying directly to the City of Hattiesburg for HOME Downpayment Assistance or b) receiving assistance through the structuring of the sale in such a way that "Recapture" provisions according to 24 CFR 92.254 may be established for the buyer and their subsequent affordability period enforcement. Such assistance – either through the City's Downpayment Assistance Program or by way of structuring the transaction – must include a minimum of $1,000 per unit.

CHDO Project Selection Tool Checklist

	Organizational Impacts/Considerations	
1.		Does the proposed project directly support the mission of the organization?
2.		How strong is the internal support of board, members, and staff for the project? Is there internal dissent? What is the potential impact of the dissent?
3.		Does the organization have the capacity to undertake another development project? Do we have the required staff and skills? Or can we create a partnership or venture to obtain the required capacity?
4.		Does the project use or build on organizational strengths (identified in the assessment)?
5.		Is it compatible with current organizational activities and our existing portfolio? Does it enhance other operations? Will there be economies of scale in the operation/management of the portfolio?
6.		What are the opportunity costs of the project: Other projects/activities that may not be able to occur due to diversion of management attention and corporate resources to this project? Diversion of capital from operational or portfolio needs?
	Project Feasibility & Risks	
7.		Do we have evidence of a sufficient demand (not need) for this housing at affordable prices?
8.		Is there a financial plan or analysis demonstrating feasibility and long-term viability?

9.		How strong is the external support or opposition of the community, constituents, and the public sector? Will this affect the approvals of the project? Will it affect the project schedule?
10.		What are the other key completion risk factors?
11.		What are the total financial (capital advances & equity) requirements the project from CHDO funds: pre-development capital costs and advances _____ project equity requirements _____ organizational overhead costs during implementation _____ initial operating deficits & capitalized reserves _____ TOTAL EQUITY/CAPITAL ADVANCE REQUIREMENTS _____
12.		Are the fees that can be earned reasonable and sufficient to cover the effort involved?
13.		To what extent could the risks/costs/impacts of any of the above be reduced by: a change in the type of project or clients served? A reduction in scale? A change in financing? A change in implementation schedule?
	Long-Term Considerations	
14.		What contingent liabilities exist for the corporation if the project fails either before or after completion? Should the project be organizationally separate from other ventures?
15.		What other benefits result from the project: economic opportunities for customers? Physical improvement and other community benefits? Organizational benefits? Replicability?
16.		Overall, does the project provide reasonable benefits to our organization and our customers relative to the associated risks?

CHDO Roles and Responsibilities to Access CHDO Setaside Funds

The HOME requirements in 24 CFR Part 92.300 require The City of Hattiesburg to set aside at least 15 percent of its annual HOME allocation for projects owned, developed or sponsored by CHDOs.

A certified CHDO must be an owner, developer or sponsor of a HOME-eligible project to use CHDO set-aside funds. A CHDO may serve in one of these roles or in a combination of roles, such as being owner and developer.

A. **CHDO as Owner**: As owner, the CHDO holds valid legal title or has a long-term leasehold investment to the property (99 year minimum). The CHDO may be an owner with one or more individuals, corporations, partnerships or other legal entities. However, the CHDO must be the managing general partner with effective control (decision making authority) of the property.

The CHDO may be both owner and developer of its own project.

B. **CHDO as Developer**: A CHDO is a developer when the CHDO owns the property and develops the project or has contractual obligations to the property owner to develop the project.

If the *CHDO owns* the property, it must rehabilitate or construct the project and obtain financing. The CHDO may maintain ownership and manage the property for HOME-assisted rental housing or it may transfer title to another entity.

- *HOME Assisted Rental Housing*
  Upon project completion, the CHDO may maintain ownership and manage the project over the long-term, or it may transfer the project to another entity for long-term ownership and management.

- *HOME Assisted Homebuyer Projects*
  CHDO transfers title of the property and the HOME obligations to an eligible homebuyer within a specific timeframe of the project.

If the CHDO *does not* own the property, it must have a contractual obligation to the property owner to obtain financing and rehabilitate or construct the property. All risks and rewards are assumed by the CHDO under this agreement. A written contract between the CHDO and the property owner must specify the CHDO's obligations.

If the CHDO develops the project for an owner according to a written agreement with The City of Hattiesburg, the CHDO is acting as a Subrecipient. Organizations receiving funds as subrecipients cannot use funds from the 15 percent CHDO set-aside for that particular project.

C. **CHDO as Sponsor**: CHDOs may sponsor HOME-assisted rental housing or homebuyer projects.

For HOME-assisted rental housing – The CHDO develops a project that is solely owned or partially owned by the CHDO and conveys ownership to a second nonprofit organization at a determined time. The conveyance may occur before or during development or upon completion of the project. The following requirements apply:

- HOME funds must be invested in the project owned by the CHDO sponsor. The CHDO sponsor must name the nonprofit organization that will obtain ownership of the property prior to commitment of CHDO set-aside funds. The second nonprofit must assume all HOME obligations, including affordability periods, for the project after conveyance. If the property is not transferred, the CHDO sponsor will remain liable for all HOME obligations.

- The nonprofit organization must be a legally and financially separate entity from the CHDO sponsor.

For HOME-assisted homebuyer projects – The CHDO is a sponsor when it owns the property and shifts responsibility to a second nonprofit at a specified time in the development process. The following requirements apply:

- HOME funds must be invested in the project owned by the CHDO, and
- The second nonprofit must acquire the completed units or complete the rehabilitation or construction of the property.

Upon completion of the project, the second nonprofit is required to transfer the property, along with all HOME obligations, to a HOME-qualified homebuyer.

D. **CHDOs as Developers or Sponsors**: The CHDO developer and sponsor roles are similar. In both, the CHDO assumes the principle project development activities, such as acquisition, financing, construction management, and assembling a development team to complete the project; however, as developer, the CHDO need not own the property. As sponsor, the CHDO must own the property, in whole or in part, and shift the responsibility to another nonprofit at a specified time in the development process. The transfer could occur, for example, at the:

- Initiation of construction;
- Completion of construction; or
- Issuance of the certificate of occupancy.

CHDO Capacity Self-Assessment Tool

This tool combines the regulatory requirements of CHDO qualification with additional questions to help CHDOs determine if they have the capacity to be successful as a developer. It has been provided as a tool to HOME PJs in the CHDO Toolbox.

For each of six topics, the CHDO regulatory thresholds are provided. If the organization does not meet these thresholds, then it may not be certified as a CHDO regardless of its overall capabilities. For this reason, the deficiency column is blacked out.

However, if the regulatory thresholds are met, then the organization's success as a CHDO developer may be influenced by the additional questions that indicate capacity to successfully manage housing development activities. If deficiencies are noted, the organization should work on these areas or request TA from the PJ before seeking project funds.

	Topic/Question	Adequate	Deficiency
1	**Organizational Status & Mission**		
	Regulatory Thresholds:		
	The nonprofit is organized under State or local laws, as evidenced by: ____A Charter, OR ____Articles of Incorporation		
	It has a tax exemption ruling from the Internal Revenue Service as evidenced by: ____A 501(c)(3) or (4) Certificate from the IRS or ____A group exemption letter under Section 905 from the IRS that includes the CHDO		
	It has among its purposes the provision of low- and moderate-income housing, as evidenced by: ____Charter, ____Articles of Incorporation, ____By-laws, OR ____Resolutions		
	Additional Questions:		
	Certificate of Good Standing: Can it deliver a certificate of good standing or other documents from the State?		
	Service Area: Does it have a documented service area consistent with its CHDO activities?		
	Strategic plan: Has it produced a strategic plan that specifies an action plan for housing development?		

	Topic/Question	Adequate	Deficiency
	Organizational structure: Does the organization have a development subsidiary or other structural method of ensuring that it can undertake development without diverting time and resources from other activities?		
	Shared commitment: Do board and staff exhibit shared commitment to its housing development mission?		
	Capital advance set-aside: Has the organization set aside funds for meeting the equity and/or capital advance needs of development?		
	Other organization issues:		
2	**Board Composition**		
	Regulatory Thresholds:		
	At least 1/3 of board membership is for residents of low-income neighborhoods, other low-income community residents, or elected representatives of low-income neighborhood organizations, as evidenced by: _____By-Laws, _____Charter, OR Articles of Incorporation		
	No more than one-third of the governing board members may be public officials (including any employees of the PJ) or appointed by public officials, and government-appointed board members may not, in turn, appoint any of the remaining the board members, as evidenced by: _____By-laws, _____Charter, OR Articles of Incorporation		
	If the CHDO is sponsored/created by a for-profit entity, the for-profit entity may not appoint more than one-third of the membership of the CHDO's governing body, and the board members appointed by the for-profit entity may not, in turn, appoint the remaining two-thirds of the board members, as evidenced by the CHDO's: _____By-laws, _____Charter, OR Articles of Incorporation		
	Additional Questions:		
	Board stability: Has there been stability/continuity of board members over the last several years?		
	Development oversight: Does the board have a committee structure or other means of overseeing planning and development?		

	Topic/Question	Adequate	Deficiency
	Board skills: Do board members have professional skills directly relevant to housing development (e.g., real estate, legal, architecture, finance, management)?		
	Decision-making: Has the board demonstrated the ability to make timely decisions?		
	Board-staff relations: Is there a good relationship between board and staff? Do they have shared goals?		
	Other board issues:		
3	**Sponsorship/Independence**		
	Regulatory Thresholds:		
	The CHDO is not controlled, nor receives directions from individuals, or entities seeking profit from the organization, as evidenced by: _____The organization's By-laws, OR A Memorandum of Understanding (MOU).		
	If sponsored or created by a for-profit entity, the for-profit entity's primary purpose does not include the development or management of housing, as evidenced: In the for-profit organization's By-laws		
	If sponsored or created by a for-profit entity, the CHDO is free to contract for goods and services from vendor(s) of its own choosing, as evidenced by: _____By-laws, _____Charter, OR Articles of Incorporation		
	If sponsored by a religious organization, the CHDO is a separate secular entity from the religious organization, with membership available to all persons, regardless of religion or membership criteria, as evidenced by: _____By-laws, _____Charter, OR Articles of Incorporation		
	Additional Questions:		
	Identity of Interest: Are there any identity of interest issues between the organization and the contractors, consultants, and professionals it uses for its CHDO projects that might constitute a conflict of interest?		
	Other independence issues:		

	Topic/Question	Adequate	Deficiency
4	**Relationship/Service to the Community**		
	Regulatory Thresholds:		
	The organization has a history of serving the community within which housing to be assisted with HOME funds is to be located, as evidenced by: _____Documentation of at least one year of experience in serving the community, OR _____For new organizations, documentation that its parent organization has at least one year of experience in serving the community.		
	It provides a formal process for low-income, program beneficiaries to advise the organization in decisions regarding design, siting, development, & management of affordable housing projects, as evidenced by: _____The organization's By-laws, _____Resolutions, OR _____A written statement of operating procedures approved by the governing body.		
	Additional Questions:		
	Needs: Are current plans well grounded in an understanding of current housing conditions, housing needs, and need for supportive services? Has it done any analyses of the local housing market and the housing needs of low-income households?		
	Community relations: How strong are the current reputation of the corporation and the relationship with the community?		
	NIMBY: To what extent does NIMBY opposition exist to low income housing in the service area? To what extent do channels exist for the CHDO to negotiate with the community and potential opponents?		
	Local government relations: How strong is the CHDO's relationship with the local government? How strongly does local government support its housing activities?		
	Other community issues:		
5	**Financial Management & Capacity**		
	Regulatory Threshold:		
	The organization conforms to the financial accountability standards of 24 CFR 84.21, "Standards for Financial Management Systems", as evidenced by: _____A notarized statement by the president or CFO; _____A certification from a CPA, OR _____A HUD approved audit summary		
	Additional Financial Management Questions:		

	Topic/Question	Adequate	Deficiency
	Audit: Does the CHDO have an annual audit? Is the most recent audit current?		
	Audit findings: Were there management or compliance findings in the last two years? Are finding resolved?		
	Budgeting: Does the organization undertake annual budgeting of its operations and all activities or programs? Does it track and report budget v. actual income and expenses?		
	Reporting: Is financial reporting regular, current and sufficient for the board to forecast and monitor the financial status of the corporation?		
	Cash flow management: Does it know its current cash position and maintain controls over expenditures? How regularly does it experience cash flow problems?		
	Internal controls: Does it have adequate internal controls to ensure separation of duties & safeguarding of corporate assets? Is there sufficient oversight of all financial activities?		
	Procurement/conflict of interest: Does the organization have a conflict of interest policy governing employees and development activities, particularly in procurement of contract services and the award of housing units for occupancy?		
	Insurance: Does it maintain adequate insurance – liability, fidelity bond, workers comp, property hazard, & project?		
	Financial stability: Does the current balance sheet and budget indicate sufficient funds to supports essential operations? To what extent does the organization have a diversified and stable funding base for operations? What portion of revenues is predictable year-to-year? Does the CHDO have an established fundraising program for both capital & operational needs?		
	Portfolio financial condition: If it has a portfolio of properties, are the properties in stable physical and financial condition or are they a drain on corporate resources? Does it collect adequate management fees from the properties?		
	Liquidity: Does the organization have liquid assets available to cover current expenses? Does it have funds available for pre-development expenses or equity investments required for development?		
	Other financial issues:		
6	**Development Capacity**		
	Regulatory Threshold:		

	Topic/Question	Adequate	Deficiency
	It has a demonstrated capacity for carrying out activities assisted with HOME funds, as evidenced by: ____Experience of key staff who have completed similar projects to HOME-funded activities, OR ____Contract(s) with consultants who have relevant housing experience. to train key staff		
	Additional Capacity Questions:		
	Structure: Can the current corporation structure support housing development activities, or is there a need for a subsidiary or other organizational structure for future development? Are there operations or activities that need to be organizationally separate from housing development activities and portfolios?		
	Portfolio: Does the organization's portfolio of projects/properties evidence competent management and oversight? Do the properties appear to have adequate funding?		
	Previous Performance: Has it done the CHDO activities previously? Did it perform competently (on schedule and within budget)?		
	Management capacity: Does the current management have the ability to manage additional development activities? Does the organization have the capabilities to analyze alternative housing projects?		
	Procedures: Are the corporate lines of authority for development activities clear? Are policies & procedures in place governing development activities?		
	Project management: Does the organization have procedures for monitoring the progress of a project? Does it have the capacity to monitor project-level cash flow and schedule?		
	Personnel: Does it have staff that are assigned responsibilities for housing development? Are personnel policies and job descriptions clear?		
	Staff skills: How strong are staff in the following areas: ƒ Market analysis ƒ Legal/financial aspects of housing development ƒ Management of real estate development ƒ Oversight of design & construction management ƒ Marketing, intake ƒ Property management (if applicable)		
	Training: Are staff encouraged to obtain training and develop new skills? What is their potential for learning skills that they currently do not have?		
	Membership involvement: Is the organization's membership active and in support of the housing activities?		

	Topic/Question	Adequate	Deficiency
	Use of consultants/partners: To what extent does the CHDO have access to and make use of qualified development consultants and partners? How well do consultants and partners interact with staff? Are the consultants/partners focused on training CHDO staff and building capacity?		
	Access to funding: Does the organization have funds available for equity or capital advances in housing development projects? Does the organization have the ability to raise funds for the capital requirements of a project? How strong are relationships with funders of housing? With lenders?		
	Opportunity costs: If the organization pursues housing development, what other activities are likely to suffer or not be able to be pursued due to the effort required for development activities?		
	Other capacity issues:		
7	**Conclusions**	**Yes**	**No**
	Has the organization met all CHDO regulatory thresholds? If not, these must be corrected prior to CHDO certification		
	Have capacity deficiencies been identified that may need to be addressed prior to the award of CHDO funds or as a condition of the commitment? If not, proceed to a request for CHDO certification and funding		
	Can any identified capacity deficiencies be addressed by TA from the PJ or from a qualified CDTA CHDO intermediary? If so, request TA.		

2. Required Application Information

Item #	Timing	Staff Involved	Policy/Procedure	Reference
2.2.1				Application Policies and Procedures.doc
2.2.2			**Reference documents and tools:**	
2.2.2.1			**CHDO Project Application:**	CHDO APPLICATION
2.2.2.2			**CHDO Capacity Assessment:**	CHDO Capacity Assessment 10.17.12.docx
2.2.2.3			**Market Needs Assessment:**	Market needs assessment 10.17.12.docx

Application Policies and Procedures

1. The periodic CHDO project solicitation RFP will include the City's CHDO Project Application containing:

    a. Instructions.

    b. Application requesting detailed:

        - CHDO/Developer Information
        - Project Information, including:
            - Description;
            - Budget:
            - Timeline;
            - Plans and specifications (including materials and finishes); and,
            - Project funding sources and uses.
        - Market Need/Analysis.

CITY OF HATTIESBURG

HOME PROGRAM

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)

Project Application

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CHDO OVERVIEW

One of the goals of the HOME Program is to establish strong public/private partnerships. The City is required to make all reasonable efforts to maximize participation by private lenders and other members of the private sector.

CHDO: A CHDO is a private, nonprofit organization that meets a series of qualifications prescribed in the HOME regulations. The City must use a minimum of fifteen-percent (15 %) of its annual allocation for housing owned, developed or sponsored by CHDOs. The City will evaluate organizations' qualifications and designate them as CHDOs. CHDOs also may be involved in the program as sub recipients, but the use of HOME funds in this capacity is not counted toward the fifteen percent (15 %) set-aside. A CHDO can act in three (3) different capacity roles as listed below:

Owner: The CHDO is an "owner" when it holds valid legal title to or has a long-term (99-year minimum) leasehold interest in rental property. The CHDO may be an owner with one or more individuals, corporation, partnership or other legal entities.

Developer: A CHDO is a "developer" when it either owns a property and develops a project, or has a contractual obligation to a property owner to develop a project.

Sponsor:

(1) A CHDO is a "sponsor" for HOME-assisted rental housing when it develops a project that it solely or partially owns and agrees to convey ownership to a second nonprofit organization at a predetermined time. The conveyance may take place prior to, during or upon completion of the development phase.

(2) A CHDO is a "sponsor" for HOME-assisted homebuyer's program when it owns the property, then shifts responsibility for the project to another nonprofit at some specified time in the development process. The second nonprofit in turn transfers title, along with the HOME loan/grant obligations and resale requirements, to a HOME-qualified homebuyer within a specified timeframe.

CHDO PROPOSAL FOR FUNDING

CHDOs, except those who have had open findings or concerns for a period of 60 days that have not been satisfactorily addressed in accordance with the requirements of the City, may apply for an application for CHDO project assistance.

A Request for CHDO proposals funding is generally issued once a year.

DEVELOPER FEES

A Developer's Fee is compensation to the developer for the time and risk involved to develop the project. It is typically based on the size of the project, the total development cost and the risk associated with the project. The developer's fee is expressed as a percentage of the total development cost. Developers who perform work in a timely fashion and comply with the timelines outlined in the agreement will receive a developer's fee of no more than 10% of the total HOME funds awarded under the agreement.

CHDO CAPACITY PERFORMANCE POLICY

The following attributes and abilities will measure CHDO performance capacity.

Each point noted below must be evidenced in writing and endorsed by the CHDO Board of Directors.

CHDO Programs that apply for project funds must:

- Present documentation of CHDO status in accordance with all applicable HOME requirements in the latest Rule;
- Provide evidence of ties with neighborhood organizations, enterprises and leadership.
- Present an established process for obtaining citizens' input, gathering information and data on housing issues and a market analysis to support the housing solution being proposed by the CHDO Program requesting funds;
- Provide a housing solution linked with the Consolidated Plan; specific and reflective of the population, neighborhood or area being served and supported by a marketing plan;
- Present an established process for meeting funding based on clients' qualifying requirements; equitable method for choosing whom, among many eligible applicants, will receive the proposed housing services;
- Provide a development and management plan for carrying out the housing solution, within a specific time frame, from project planning, site acquisition, project construction and marketing, to warranty support and property standards maintenance throughout the affordability period;
- Present commitments from other funding sources: banking, investors, private lending, grants/loans other than the City of Hattiesburg;
- Provide commitments from qualified persons who will serve as a "development team" or technical consultants for real estate development, engineering, environmental and construction design issues throughout the project;
- Present a functional business office and qualified staff, including non-residential office location/mailing address, phone;
- Provide staff leadership with a verifiable background in non-profit program financial management and federally funded real estate development;
- Present an "emergency" staffing and support plan in the event of an employment crisis.

HISTORY AND GOALS OF THE PROGRAM

The HOME Program was created by the National Affordable Housing Act of 1990 (NAHA), and has been amended several times by subsequent legislation.

Objectives: The intent of the HOME Program is to:

- Provide decent affordable housing to lower-income households,
- Expand the capacity of nonprofit housing providers,
- Strengthen the ability of state and local governments to provide housing, and
- Leverage private-sector participation.

HOME FUNDS TIME LIMITATIONS

Timeframe

The City of Hattiesburg is obligated to commit and spend its allocated funds within certain time frames or face the loss of HOME funds. Therefore, all contracting entities must provide detailed timelines and adhere to those timelines.

- The City has ***Twenty-four (24) months*** to enter into written agreements with developers, owners, contractors, sub recipients, and Community Housing Development Organizations (CHDOs) to commit HOME funds for a specific project.

- The City, not the developers, owners, contractors, sub recipients and CHDOs has ***four (4) years*** to expend HOME funds. Those contracting with the City having HOME funded projects are expected to complete projects within eighteen (18) calendar months. The contract execution date is indicated on the cover page of the CHDO contract.

CHDO SET ASIDE

The City must reserve ***a minimum of fifteen (15) percent*** of its annual allocation for activities undertaken by designated Community Housing Development Organizations (CHDOs).

CHDO HOME-FUNDED ACTIVITIES

The City has determined that the following activities may be undertaken by CHDOs:

Homebuyer activities: HOME funds may finance the acquisition and/or rehabilitation or new construction of homes for homebuyers.

Rental housing: Affordable rental housing may be acquired and/or rehabilitated, or constructed.

Direct Financial Assistance: HOME funds may be used to assist the purchaser of a HOME-assisted housing unit owned, developed, or sponsored by a CHDO with HOME funds as part of their Homebuyer activity.

GLOSSARY OF HOME TERMS

Action Plan: The one-year portion of the Consolidated Plan. It includes the City's annual application for HOME funds.

Affordability: The requirements of the HOME Program that relate to the cost of housing both at initial occupancy and over established timeframes, as prescribed in the HOME Final Rule. Affordability requirements vary depending upon the nature of the HOME assisted activity (i.e., homeownership or rental housing).

Annual Income: The HOME Program allows the use of one of three definitions of annual income: Section 8 annual income; annual income as reported on the U.S. Census long form; and adjusted gross income as defined for reporting on IRS Form 1040.

Commitment. Commitment means one of three things: (1) The City has executed a legally binding agreement with a sub recipient or contractor to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance; or (2) the City has executed a written agreement reserving a specific amount of funds for a CHDO; or (3) the City has met requirements to commit to a specific local project as defined below.

Commitment to a specific project. Commitment to a specific local project means that a legally binding agreement was executed meeting one of the following sets of requirements: (1) For rehabilitation or new construction projects, the City and the project owner will execute an agreement for an identifiable project under which construction can reasonably be expected to start within 12 months of the agreement date. (2) If the project consists of acquisition of standard housing by the City, the agreement must be a binding contract for the sale of an identifiable property and the property title must be transferred to the City (or other entity) within six months of the date of the contract. (3) If the project involves the acquisition of standard housing and the City is providing HOME funds to a purchaser, under the agreement, the title of the property must be transferred to the purchaser within six months of the agreement date. (4) If the project consists of TBRA, the City

must enter into a rental assistance contract with the owner or the tenant in accordance with the provisions of 24 CFR Part 92.209.

Community Housing Development Organization (CHDO): A private, nonprofit organization that meets a series of qualifications prescribed in the HOME regulations at 24 CFR Part 92.2. The City must award at least fifteen percent (15%) of its annual HOME allocation to CHDOs.

Consolidated Plan: A plan prepared by the City in accordance with the requirements set forth in 24 CFR Part 91 which describes community needs, resources, priorities and proposed activities to be undertaken under certain HUD programs, including HOME.

Group Home: Housing occupied by two or more single persons or families consisting of common space and/or facilities for group use by the occupants of the unit, and (except in the case of shared one-bedroom units) separate private space for each family.

HOME-Assisted Units: A term that refers to the units within a HOME project for which rent, occupancy and/or resale restrictions apply. The number of units designated as HOME-assisted affects the maximum HOME subsidies that may be provided to a project.

HOME Funds: All appropriations for the HOME Program, plus all repayments and interest or other returns on the investment of these funds.

HOME Investment Trust Fund: The term is given to the two accounts - one at the federal level and one at the local level - that "hold" the City's HOME funds. The federal HOME Investment Trust Account is the U.S. Treasury accounts for each participating jurisdiction. The local HOME Investment Trust Fund account includes repayments of HOME funds, matching contributions and payment of interest or other returns on investment.

Household: One or more persons occupying a housing unit.

Income Verification: verification of all amounts, monetary or not, which go to, or on behalf of a household member anticipated to be received from a source outside the household during a 12-month period and annual income derived from assets.

Large Household/Family: Households of five or more persons who include at least one person related to the householder by blood, marriage or adoption.

Low-Income Families: Families whose annual incomes do not exceed eighty percent (80%) of the median income for the area (adjusted for family size).

New Construction: The creation of new dwelling units. Any project which includes the creation of the foundation and framing structure of a dwelling is considered new construction.

Participating Jurisdiction (PJ): The term given to a city, state, or consortium that has been designated by HUD to administer the HOME Program. HUD designation as a PJ occurs if a state or local government meets the funding thresholds, notifies HUD that they intend to participate in the program and has a HUD-approved Consolidated Plan.

Program Income/CHDO Proceeds: Gross income received by the CHDO directly generated from the use of HOME funds.

Project: A site or an entire building or two or more buildings, together with the site or sites on which the building or buildings is located, that are under common ownership, management and financing and are to be assisted with HOME funds, under a commitment by the owner, as a single undertaking.

Project completion: All necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy. For owner-occupied rehabilitation projects, completion means that all rehabilitation work has been completed, the City or its designee has performed a final inspection, and the homeowner has accepted the work, as indicated by a final sign-off.

Reconstruction (also rehabilitation): The rebuilding, on the same lot, of housing standing on a site at the time of project commitment. The number of housing units on the lot may not be changed as part of the reconstruction project, but the number of rooms per unit may change. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or standard unit of manufactured housing.

Single-Room Occupancy (SRO): Housing consisting of single-room dwelling units that is the primary residence of its occupant or occupants. The unit must contain food preparation and/or sanitary facilities if the project involves new construction, conversion of non-residential space, or reconstruction. If the units do not contain sanitary facilities, the building must contain sanitary facilities shared by the tenants.

Targeting: Requirements of the HOME Program relating to the income or other characteristics of households that may occupy HOME-assisted units.

Total Project Cost: All costs associated with the development of a HOME funded project. HOME participation is computed on a per unit basis and is limited to the lesser of _____- or the subsidy needed to achieve fair market value.

Unit: The basis for calculating HOME support to a project. It is housing for a single household. All HOME funding support is computed and limited on a per unit basis.

Very Low-Income Families: Families whose annual incomes do not exceed fifty percent (50%) of the median income for the area (adjusted for family size).

CHDO APPLICATION SUBMISSION INSTRUCTIONS

INSTRUCTIONS:

1. CHDO applications must be submitted in a three-ring binder. *(Do not submit applications that are bound with rubber bands or clips.)*
2. CHDO applications must be submitted in same order as the application format.
3. Submit *one (1) original and five (5) copies* of the printed CHDO application. Submit one (1) copy of the application on a CD or flash drive.
4. CHDO applications must be computer generated. *(Do not submit handwritten applications.)*

PLEASE SUBMIT CHDO APPLICATION IN THE FOLLOWING ORDER:

1. Evaluation Form FY 2012 – CHDO Application Ranking Criteria page.
2. CHDO Project Application
3. CHDO Applicant's Certification *(Please sign.)*
4. CHDO Application Checklist
5. Attachments

ATTACHMENTS (PLACE THE FOLLOWING ATTACHMENTS IN THE BACK OF THE APPLICATION.)

1. Maps of project site
2. Pictures of project site
3. Survey of project site
4. Tax records of property
5. Aerial maps
6. Site plan
7. Market Needs Assessment Survey
8. Proposed rents
9. Waiting lists
10. List of lenders
11. Project Pro Forma: sources and uses, sales or operating budgets
12. Property appraisal
13. Firm commitments from other lenders
14. Contractors list
15. Proof of site control
16. Development team list
17. CHDO Capacity Assessment
18. Pictures of adjoining properties (labeled)

EVALUATION FORM

FY-2014 CHDO APPLICATION

CHDO Name: _____

CHDO Project Name: _____ Address: _____

CHDO Project Funding Request $_____ Developer Fee $ _____

Ranking Criteria

Applicant Capacity and Track Record (I –VIII; Maximum Points – 30)
*Provide documentation identifying prior housing experience and success with other projects similar to the projects and time schedule. *(5 points)*
*Provide evidence of fiscal capacity to manage federal funds. *(5 points)*
*Provide evidence of organization's use of consultants and joint venture partners during previous year. *(5 points)*
*Provide evidence of neighborhood participation (i.e. letters of support from neighborhood associations and community groups). *(5 points)*
*Provide documentation identifying organization capacity to implement the project (i.e. staff positions, job descriptions and descriptions and resumes) *(5 points)*
*Early application submission by _____. *(5 points)*

Project Quality (IX – XIII; Maximum Points – 30)
*Provide evidence of proposed project activity meeting neighborhood needs supported by neighborhood need assessment, reports or market study. *(10 points)*
*Submit housing design meeting neighborhood streetscape. (Submit new construction preliminary housing design plan(s) with application). *(10 points)*
*Provide evidence of application addressing one or more priorities outlined in the three-year Consolidated. *(10 points)*

Project Leverage (XIV – XXII; Maximum Points – 20)
*Provide evidence of identified non-federal leverage dollars. *(5 points)*
*Provide evidence of secured project financing. *(5 points)*
*Identify how previous year program proceeds will be used towards organization progression for self-sufficiency. *(5 points)*
*Does the ratio for the number of units proposed in this application average the amount of funds requested. *(3 points)*
*Will any of the proposed housing units be LEED certified? *(2 points)*

Project Feasibility (XXIII – XXIV; Maximum Points – 20)
*Does application identify realistic funding request, and are budget/expenses reasonable. *(5 points)*
*Does application identify site control? Is ownership of property established? *(5 points)*
*Is proposed property in compliance with city and county zoning requirements? *(5 points)*
*Provide letter(s) of commitments from other funding sources. *(5 points)*

CRITERIA	POOR	FAIR	AVERAGE	GOOD	EXCELLENT
Applicant Capacity & Track Record	1 - 6	7 - 12	13 - 18	19 - 25	26 - 30
Project Quality	1 - 6	7 - 12	13 - 18	19 - 25	26 - 30
Project Leverage	1 - 4	5 - 9	10 - 13	14 - 17	18 - 20
Project Feasibility	1 - 4	5 - 9	10 - 13	14 - 17	18 - 20
TOTAL POINTS					

THRESHOLD SCORE = 75 **MAXIMUM SCORE = 100**

City of Hattiesburg Department of Federal and State Programs
CHDO APPLICATION FORM

All information requested in this document is mandatory and must be submitted with your CHDO application.

CHDO NAME AND PROJECT LOCATION

CHDO Name:		
CHDO Address:		
		Zip:
Contact Name	Title	
Contact e-mail	Phone	
Development Name:		
Development Address:		
		Zip:

CHDO QUALIFICATIONS

Legal Status:

Federal Identification Number: _____

DUNS Number: _____

Certified CHDO: _____

City Council Ward: _____

Other Attachments:

Audit of Financial statements (most recent year): _____

Quarterly Financial Statement: _____

Secretary of State Documentation: _____

Resolution endorsing Affirmative Marketing Policy: _____

Please answer the following questions	Yes	No
Do any unsatisfied judgments exist against the applicant/developer or any related party?		
Are there any homeowners or tenant compliant against the CHDO unresolved arising from the development of housing units assisted with federal HOME set-aside funds?		
If "Yes" has been answered in any of the above questions, please attach a separate explanation.		
Total number of single family projects developed to date:		
Total number of rental projects developed to date:		
Total number of multifamily projects developed to date:		
Total number of units:		
Type of units: (i.e. Family, Elderly, Special needs):		

APPLICATION TYPE

	Home Ownership
	Rental

Type of Units

Single Family	
Multifamily	

Eligible Uses of HOME funds:

- Acquisition and/or rehabilitation of rental housing,
- New construction of rental housing,
- Acquisition and/or rehabilitation of homebuyer properties,
- New construction of homeowner properties, direct financial assistance to purchasers of HOME assisted housing sponsored by a CHDO with HOME funds.

Ineligible:

- Tenant Based Rental Assistance,
- Homeowner rehabilitation,
- Brokering or other real estate transaction.

CHDO ROLE **(Must be completed)**

	Owner
	Developer
	Sponsor (All contractual agreements must be submitted for approval.)

POPULATION INCOME SERVED **(Must be completed)**

	At least 20% of the rental residential units in this development will be rent-restricted and occupied by individuals whose income is 50% or less of area median income as adjusted by family size and published annually by HUD.
	At least 40% of the rental residential units in this development will be rent-restricted and occupied by individuals whose income is 60% or less of area median income as adjusted by family size and published annually by HUD.
	Single family. Must serve individuals whose income is 80% or less of area median income.

SPONSORED ORGANIZATION DATA

Organizations being sponsored must sign the application as well.

	Sole Proprietor		Non-Profit Corporation
	Limited Partnership		Corporation
	General Partnership		Limited Liability Corporation

Sponsor's address must be a valid mailing address. All development correspondence will be mailed to the ownership entity.

Address:		
City:	State:	Zip Code:
County:	Phone #	
Contact Person:	Fax #:	
Federal Tax ID#:	Principle purpose of organization:	

Name of general partner(s), managing LLC member(s), principals or contact person:

	Phone #:	% Ownership:
	Phone #:	% Ownership:
	Phone #:	% Ownership:

BOARD LISTING

Please list CHDO board members and home addresses. Indicate if they are residents of the neighborhood by placing an "R" by the Census Tract number.

Name	Address	Identify Resident Census Tract	Board Member Position

DEVELOPMENT TEAM INFORMATION

GENERAL PARTNER/MANAGING ORGANIZATION

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

GENERAL CONTRACTOR

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

DESIGN ARCHITECT AND FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

SUPERVISORY ARCHITECT AND FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

REAL ESTATE BROKERAGE FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Years of single family sales experience:		
Total number of units sold Low Income:	Total Units:	

ATTORNEY AND FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Does an identity of interest or business association exist between the Applicant, Applicant's Board, Developer, Developer's Board or Owner, Owner's Board and any other member of the development team? If members of the development team are related or associated in any way, please indicate the nature of the relationship. Examples of such overlapping interests or relationships include: family relationships; acting as a director, officer or owning stock in corporations; being partners (general or limited) or principals in a partnership; members in a limited liability company; or managing, advising or directing other corporate or business entities.		
If there is an identity of interest, please describe.		
Provide the names of those development team members which have been determined, including sponsoring organization, consultant, tax accountant, and any others involved in the development team.		

List any direct or indirect, financial or other interest a member of the above team may have with another member of the team for this development. List "none" if there are no identities of interest.

HUD 92.356 Conflict of Interest

(a) *Applicability.* In the procurement of property and services by the participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

(b) *Conflicts prohibited.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds and who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from any HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

Describe any conflict of interest and persons covered based on the information provided above

DEVELOPMENT TIMELINE

Activity	Date of Scheduled Completion Date (month _____ year _____)	
A.	Site Control:	
	Option	
	Site acquisition/Purchase	
B.	Financing:	
	Construction loan	
	Conditional commitment	
	Loan closing	
C.	Plans and Specifications	
	Preliminary drawings	
	Initial working drawings	
	Working drawings & specifications	
D.	Closing and Transfer of Property	
E.	Construction Starts	
F.	Completion of Construction	
G.	Marketing Period	
H.	First Building to be Placed in Service	
I.	Last Building to be Placed in Service	

SITE INFORMATION **(Must be completed)**

Property Address _____ **(Submit separate sheet for each parcel of land)**

Does the organization have site control of the property? ☐ Yes ☐ No

If yes, site control is in the form of:

☐ Deed ☐ Option

☐ Purchase contract ☐ Other: _____

Expiration date of contract or option: *(month, date & year)* _____

Site Control documentation must include map and a complete legal description of the property.

Total Cost of land: $_____

Exact area of site: _____

Seller:		
Address:		
City:	State:	Zip Code:

Present zoning classification: _____

Is a conditional use permit required? _____

When is approval for it expected? _____

Was property acquired with HOME or CDBG funds? ☐ Yes ☐ No

(If yes, include contract number and funding year) _____

Are all utilities presently available to the site? ☐ Yes ☐ No

Site currently used for:	
Prior site uses:	

ADJOINING LAND USES

Describe adjoining land uses:	
North	
South	
East	
West	

DEVELOPMENT INFORMATION

Total number of units to be developed under this proposal:	Number of Substantial Rehab units:
Number of New Construction units:	Number of Minor Rehab units: (less than $25,000.00)

Type of units:

☐ Single Family
☐ Townhouse
☐ Rental:
☐ Other:

	Targeting of units:	Number of Units:
	Very Income (30% AMI)	
	Low Income (50% AMI)	
	Moderate Income (80% AMI)	
	Homeless individuals or homeless families	
	Elderly (62 or older)	
	Large Family (4 or more bedrooms)	
	Physically & Mentally disabled	

NOTE: Do not double count units when targeting special populations.

Type of building:	**Type of construction:**
Electrical Service: overhead or underground	Public Water/Sewer Yes/No

	Unit square footage	**Number of bedrooms**	**Number of baths**	**Covered porch area**
For single family				
For rental				
Parking space:				
Type of parking spaces:	Garages:	One car carport:	Two car carport:	
Total handicapped parking space:		Total designated parking spaces per unit:		Total guest spaces per unit:

Type of Floor Area:	**Square Feet:**
Heated floor area:	
Non-heated floor area:	
Total floor area:	

ENERGY AND AMENITIES INFORMATION

Energy Equipment System & Fuel Type (forced air, gas, hot water, etc.)

Heating:	
Air Conditioner:	
Domestic hot water:	

Unit Amenities Included with Low-Income Units

	Play Area		LEED		Other:
	Security Systems		Other:		

Unit Amenities (Check all that apply)					
	Range/oven		Hood Fan		Disposal
	Washer & dryer		Laundry hookup only		Dishwasher
	Microwave		Refrigerator		Patio/Balcony
	Blinds/Shades		Drapes		Cable TV Hookup
	Sheet Vinyl Flooring		Ceramic Tile		Carpet
	HVAC		Sleeve and A/C unit		Laundry room
	Trash Compactor		Ceiling fans		Other

ENVIRONMENTAL ASSESSMENT

GENERAL INFORMATION

Is any part of the site within or near (within 1/4 mile) the following: *(If "Yes", please provide written explanation)*			
	Yes	No	Unknown
Environmental Corridor *(Check with County or Regional Plan Commission)*			
100-year Flood Plan			
Designated Wetland			
Prior Land Fill/Dump Site			
Known Point of Archaeological Interest			
Industrial Area			
Railway Corridor			
Airport Traffic Zone			
Attach listings of other possible pollutants or nuisances (unusual odors, noises, storage tanks, etc.)			

ENVIRONMENTAL RISKS

This section is intended to summarize information regarding conditions at the property or building which may present environmental risks or potential hazards. For each potential hazard or condition listed in the left column please indicate your knowledge or information of its current or historic presence by checking one of the three columns on the right portion on the page.

1. If you know of or suspect the evidence or the presence of a potential hazard or condition, please place a check in the **YES** column.

2. If you are neither aware of nor suspect any evidence of a potential hazard or condition, please place a check in the **NO** column.

3. If you are unsure of the presence of a potential hazard or condition, please place a check in the **UNKNOWN** column.

REAL ESTATE TAXES, ASSESSMENTS, AND OTHER FEES/CHARGES

Year of most recent property assessment:	

Equalization Rate:	Land:	Improvements:	Total:
Provide copies of property taxes for three preceding years.			
If a nonprofit, has the taxing authority agreed to exempt the project from real estate taxes or to offer a payment in lieu of taxes?			
Any special assessments, levied or pending? Describe nature, duration and amount:			
Sewer Access Charge	$	Street Extension	$
Water Access Charge	$	Impact Fees	$
Park Dedication Fee	$	Other (specify)	$
What, if any, off-site public improvements are required? None ( ) Specify:			
Describe cost and funding plan for construction of these off-site improvements:			

LINKAGES AND SERVICES

NAME AND DISTANCE TO NEAREST:

	Name	Distance
Grocery Store		
Convenience Store		
Place of Worship		
Hospital		
Post Office		
Banks		
Shopping Center		
Day Care Center		
Elementary School		
Middle School		
High School		
Senior Citizen Center		
Bus Stop		
Special Transit Services		

PRESENCE OF POTENTIAL HAZARDS OR CONDITIONS *(Check appropriate box)*	Yes	No	Unknown
Has a Hazardous or Toxic Substance discharge occurred at the property?			
Are any Hazardous or Toxic Substances stored at the property?			

Are Underground Storage Tanks* present at the property?			
Are Aboveground Storage Tanks* present at the property?			
Are there Pipeline Discharges at or from the property?			
Surface Contamination, Stained soils/Pavement, Stressed Vegetation present?			
Suspicious Containers or Drums present at the property.			
Empty paint cans present?			
PCB's (Polychlorinated Biphenyls).			
Electrical Transformers, Capacitors or Fluorescent Light Ballast present.			
Are there Old White Goods? (i.e., refrigeration equipment) present?			
Have VOCs (Volatile Organic Compounds) been detected or reported at the property?			
Are any Waste Disposal Areas present on the property?			
Any evidence of Pesticides?			
Are any Scrap Metal Piles on the property?			
Potable or monitoring Wells?			
Septic Systems?			
Holding Tanks.			
Any Hazardous Thermal Insulating Materials (Area Formaldehyde) present.			
Asbestos Containing Materials (ACM)?			

PRESENCE OF POTENTIAL HAZARDS OR CONDITIONS CONTINUED *(Check appropriate box)*	Yes	No	Unknown
Lead Piping in Domestic Water System?			
Lead-based Paint (Lead Concentrations)?			
Building Code Violations?			
Structural Deficiencies?			
Termites, Pests, Rodents?			

Please furnish any additional information known to you that relates to the presence of conditions or materials at the property, which may pose a threat to human health, safety or the environment.

The following items will be required after feasibility analysis and must be submitted as requested during the loan approval process. Please provide if currently available.

☐ Phase I Environmental Audit.

CHDO PROJECT APPLICATION CHECKLIST

MANDATORY ITEMS TO BE REVIEWED

Please follow and use this checklist in submitting your application. Your application will be considered incomplete if any of the following items are missing. Further review will not resume until missing items are received.

CHDO PROJECT APPLICATION

Check if Included		Exhibit number
	Project Application (1 original, 5 copies, and 1 copy on CD or flash drive)	
	Applicant Certification Page with Signatures	
	CHDO Application	
	Organizational Documents (i.e. Charter/Articles of Incorporation and Bylaws)	
	IRS Tax – Exempt Certification	
	State Certification	
	Current Signature Board Listing	
	Nonprofit Corporation Tax Return (990 form)	
	CHDO Capacity Assessment Report and exhibits	
	Market Needs Assessment/Study	
	Affirmative Fair Housing Marketing Plan	
	Conceptual drawings. If available, provide elevation	
	Maps of project site	
	Pictures of project site	
	Survey of project site	
	Tax records of property	
	Aerial maps	
	Site plan	
	Demographic data of area	
	Proposed rents, if rental project	
	Waiting list, if available	
	List of lenders, if available	
	Project sources and uses	
	Project pro forma	
	Property appraisal	
	Firm commitments from other lenders	
	Contractors list	
	Proof of site control	
	Development team list	

ALL CHDO APPLICATIONS
Must be completed in its entirety and submitted to:

City of Hattiesburg Department of Federal and State Programs

MAILING ADDRESS:
City of Hattiesburg
Department of Federal & State Programs
P.O. Box 1898
Hattiesburg, MS 39403-1898

PHYSICAL ADDRESS:
City Hall
200 Forrest St.
Hattiesburg, MS 39401

If you have questions about this application, contact:

Andrew Ellard

City of Hattiesburg
Federal & State Programs
200 Forrest Street
Hattiesburg, MS 39401

AELLARD@HattiesburgMS.com
601.545.4558 (office)
601.545.4592 (fax)

CHDO APPLICANT'S CERTIFICATION

The Undersigned hereby acknowledges and certifies to the City of Hattiesburg Department of Federal and State Programs (the "City"), individually and on behalf of the CHDO (the "Applicant") as part of this application for HOME CHDO set-aside funds in the amount of $_____ for the development of _____ housing unit(s).

The CHDO certifies the following:

1. The information contained in the Application, including all statements and certifications attached hereto, is true and correct and has been prepared with due diligence. The Applicant has an affirmative duty to notify the City about any changes to the information contained in the Application or to the CHDO organization. The Applicant knows of no facts or circumstances that would threaten or adversely affect the Development and cause the information in the Application to be incorrect or misleading. The City or its agents may make verification of information contained in the Application at any time.

2. The Applicant agrees to indemnify and hold harmless the City, its members, officers, employees and agents, from and against, any and all claims, suits, damages, costs and expenses arising out of the City's review of and decisions with regard to the Application. City analysis and review of the Application and related documentation is for its own purposes. A commitment does not exist until the City has approved project-specific agreement and the Applicant has accepted such agreement.

3. Misleading information or misrepresentation contained in the Application may result in the termination of the underwriting/approval process, a revocation of approval and/or prohibition from participation in City programs.

4. The Contract Documents when entered into by the City and the Applicant shall supersede all discussions, negotiations and agreements about the Application.

5. The execution and delivery of the Application and this document is duly authorized and binding on the Applicant.

Date: _____

_____
Name of CHDO Organization

_____
Signature of Executive Director

_____
Signature of Board Chairman

CHDO Capacity Assessment

Organization:	
Address:	**Funding year:**
Contact Person:	**Title:**
Phone:	**Email address:**

Please answer the following questions to the best of your ability. Do not leave any question blank. If not applicable or information not available, please state so in the applicable section. The information provided in this document will be used to determine if your organization has the capacity to develop the proposed project. Your organization is required to attach all documents requested as exhibits, if applicable.

1. Staff classification and documentation - To be counted as staff, the person must be employed by the CHDO, and documentation is needed.

a. Provide a list of all full time or part time employees. Exhibit 1-Attach resumes in addition to a payroll report or a W-4 or a W-2.

b. Provide a list of contracted staff. Exhibit 2-Provide a copy of the contract for employment and a W-9 and 1099 issued at end of year for contracted staff.

2. Relevant development experience – Document the basis for answers to the applicable project type.

a. Homeownership development

Describe how staff persons have been involved in the acquisition, rehabilitation/construction and sale of homebuyer housing. Previous experience purely in counseling, marketing, or financing activities is not sufficient to be considered development experience. Exhibit 3-List properties developed by address, date project completed, total development cost, date sold to a buyer, and sales price.

b. Rental development

Describe how staff persons have been involved in the acquisition, rehabilitation/construction and/or ownership/operation of rental housing? Exhibit 4-List projects by location, number of units, total project cost, date of project completion.

Developer Capacity & Fiscal Soundness

3. Past and current performance

a. Has the CHDO performed adequately in the past in HOME, CHDO, and/or other real estate development activities? Exhibit 6-Provide monitoring letters for past projects.

b. Is the CHDO currently in good standing on all its development and administrative activities? Does it show the capacity to take on this additional activity and continue to manage everything that it has ongoing? Exhibit 7-Attach letters from funders that the organization is on good standing.

4. Capacity – CHDO Organization

a. Organizational structure – Can the current corporation structure support housing development activities, or is there a need for a subsidiary or other organizational structure for future development? Are there operations or activities that need to be organizationally separate from housing development activities and portfolios? Exhibit 8-Attach an organizational chart.

b. Management structure/practices – Does the current management have the ability to manage additional development activities? Are the corporate lines of authority for development activities clear? Are policies & procedures in place governing development activities? Exhibit 9-Attach policies and procedures governing the program.

c. Pipeline/portfolio – What does the CHDO have as its current project pipeline and program responsibilities? How will it handle the additional project proposed? If the organization pursues housing development, what other activities are likely to suffer or not be able to be pursued due to the effort required for development activities? Does the portfolio of projects/properties evidence competent management and oversight? Do the properties have adequate funding? Exhibit 10-Provide a list of projects in the pipeline, funding sources, total development cost, units proposed, type of units and estimated completion date.

d. Staff capacity – Does the identified staff have the time to direct toward management of the proposed project? How strong is staff in the following areas: Legal/financial aspects of housing development? Management of real estate development? Oversight of design & construction management? Marketing & intake? Property management (if applicable)? Is staff encouraged to obtain training and develop new skills? What is their potential for learning skills that they currently do not have? Describe what training and technical assistance opportunities have been provided to staff.

e. Board expertise/skills – Do board members have professional skills directly relevant to housing development (e.g., real estate, legal, architecture, finance, management)? Has the board demonstrated the ability to make timely decisions? Is there a good relationship between board and staff? Does the board have a committee structure or other means of overseeing planning and development? Has there been stability/continuity of board members over the last several years? Exhibit 11-Provide a list of board members, their resumes, and their tenures.

f. Does the organization have project specific capacity for marketing & sale of homebuyer units or operation of rental units – If a homebuyer project, does the CHDO have experience and capacity to market the units and counsel and qualify homebuyers? If a rental project, does the CHDO have experience and capacity to oversee the marketing, management and ownership of the project? Exhibit 12-Provide a marketing plan for the project.

5. Development Team Capacity

a. Development team roles – Describe how all of the key development team roles are filled with qualified individuals or firms? Exhibit 13-Attach a resume for development team members showing their qualifications.

b. Partner/consultant – Does the CHDO have a partner or a consultant to supplement its skills and help it to ensure success, while still maintaining development control? Exhibit 14-Attach a resume for each partner, consultant.

c. Prior experience – Do team members have prior experience directly relevant to the proposed project? Provide a narrative describing the experience of team members.

d. Experience working together – Describe how team members have worked together before or demonstrated the ability to work effectively as a team?

6. Fiscal Soundness

a. Financial management – Provide evidence that the CHDO meets the 84.21 standards. Does the CHDO do annual budgeting of its operations and all activities or programs? Does the CHDO track and report budget v. actual income and expenses? Does the CHDO have adequate internal controls to ensure separation of duties and safeguarding of corporate assets? Is there sufficient oversight of all financial activities? Is financial reporting regular, current, and sufficient for the board to forecast and monitor the financial status of the corporation? Exhibit 15-Provide a board resolution that the organization meets the financial standards of 24 CFR 84.21.

b. Financial stability – To what extent does the organization have a diversified and stable funding base for operations? How regularly does it experience cash flow problems?

c. Liquidity – Does CHDO management know its current cash position and maintain controls over expenditures? Does the current balance sheet and budget indicate sufficient funds to supports essential operations? Does it have funds available for pre-development expenses and capital advances required for development?

d. Audit – Provide a copy of CHDO's annual audit and letters/statements regarding audit resolutions. Exhibit-16. Is the most recent audit current? Were there management or compliance findings in the last two years? Are findings resolved?

e. Portfolio & corporate liabilities – If the CHDO has a portfolio of properties are they in stable physical and financial condition or are they a drain on corporate resources? Are there assets at risk of default? Does the CHDO collect adequate revenues and management fees from the properties? Does the CHDO maintain adequate insurance – liability, fidelity bond, workers comp, property hazard, & project? Exhibit 17-Provide a list of portfolio properties and proof of insurance or insurability.

7. Other Factors

a. Community relations – How strong are the current reputation of the corporation and the relationship with the community? To what extent does NIMBY opposition exist to low income housing in the service area? To what extent do channels exist for the CHDO to negotiate with the community and potential opponents? Exhibit 18-Provide letters of support from local organizations.

b. Local government relations – How strong is the CHDO's relationship with the local government? How strongly does local government support its housing activities?

c. Lender relations – Does the CHDO have good working relationships with lenders, especially those who might participate in the proposed project. Exhibit 19-Provide letters of support for the project lenders.

d. Provide any other information that would be helpful in determining the capacity of the organization.

Market Needs Assessment

Organization:	**Project Name:**
Organization Address:	**Funding year:**
Contact Person:	**Title:**
Phone:	**Email address:**
Project address:	**City, state, zip:**

Please answer the following questions related to the project to the best of your ability. Do not leave any question blank. If not applicable or information is not available, please state so in the applicable section. The information provided in this document will be used by the City to assess the market need for the project.

Project:

Provide a site analysis including area and exposure, lot size, zoning, current use, history, drainage, flood hazard, soil conditions, utility and services, easement and encroachments, hazardous or toxic material, surrounding land uses, current improvement on site.

Describe the project location, type of project proposed, improvements, proposed unit type and mix, construction quality, size and dimensions, construction detail, unit features, recreational facilities, parking facilities, general layout and efficiency and site improvements.

Area:

Provide demographics including population, households, average household size, median household income, average household income, employment/unemployment, residential housing activity, transportation and commercial development.

General market trends:

If this is a rental project list the current vacancy rate for the census tract and source of data.

Census tract	Rental vacancy rate in zip code	Average rent for proposed unit size in zip code	Total units available for rent in zip code	Source of data

Provide a narrative describing the current general market trends that support the development of the additional rental units

For homeownership projects

Census tract	Total properties for sale in zip code	Average sales price in zip code	Source of data

Provide a narrative describing the current general market trends that support the development of the additional homeownership housing units.

Neighborhood market:

Provide a narrative of the immediate project area market conditions and positive conditions that support development of the unit s at the proposed pricing.

Community conditions:

Describe the immediate physical/social conditions that support the development of housing.

Target population pool:

Discuss whether a sufficient pool of target households exists in the primary geographic market area to support the project; or sufficient primary data (waiting lists or client lists) is presented to support timely occupancy of the development upon completion.

Affordability:

Discuss the current market prices and if they are affordable to a reasonable range of incomes (therange=minimumincome required to afford: maximum eligibility income).

Needs:

Discuss the project design (unit types, sizes, amenities, services) and how it reflects the apparent needs and desires of the targe tpopulation.

Site:

Examine the subject site, surrounding development patterns, demographics and other relevant factors that influence the development potential.

Supply:

Identify and evaluate the relevant competitive supply of affordable housing in the area.

Competitiveness:

Discuss the project price, location condition and amenities and how they are reasonably attractive in comparison to other housing choices available to low-income areas for households.

Appraisal:

Discuss how the acquisition costs are supported by appraisal or by evidence of market value and whether it is reasonable given site remediation and prep costs.

Summary:

Provide a summary based on an overall analysis of the project that provides the supporting evidence of the need for this project.

3. Project Selection

Item #	Timing	Staff Involved	Policy/Procedure	Reference
2.3.1		Government Accountant	**Project evaluation and selection policies and procedures:**	Project Evaluation and Selection.doc
2.3.2			**Forms and Reference Documents**	
2.3.2.1			**Ranking and Rating Criteria and Scoring Sheet:**	Ranking Evaluation Form
2.3.2.2			**Risk Analysis Checklist Reference Document:**	CHDO Project Risk Analysis Checklist.doc
2.3.2.3			**Project Evaluation Checklist Reference Document:**	CHDO Project Compliance Review Checklist.doc

Project Evaluation and Selection

1. Following submittal of proposals in response to an RFP:

    a. Threshold evaluation of applications by CDD staff to determine basic:

        - Project eligibility and feasibility;
        - CHDO capacity given the scope of the proposed project
        - Market needs and demands are identified and documented.

    b. For those projects that pass threshold review, CDD staff will do an underwriting and subsidy layering review.

2. Following initial threshold and underwriting reviews by CDD staff, the proposals and staff reports will be submitted to a committee for review, scoring, and ranking based on approved funding criteria. (See criteria).

    a. The committee shall be called by the Director of Federal and State Programs on an as needed basis, and will consist of a minimum of three (3) city staff members, which may include the Director.

    b. The committee may require presentations by any or all applicants.

    c. Minutes of committee meetings will be taken by the Director or his/her assign, and will be kept on file.

3. The committee's scoring and ranking results will be forwarded to the Community Development Division.

4. City Administration will select the finalist and the CDD will begin the process of drafting a developer agreement.

    a. CDD staff will communicate with applicant to finalize project details (e.g., to include developer fees, terms, timelines, budget).
    b. CDD staff will begin gathering documentation from the selected applicant to determine that the organization is eligible to be certified as a CHDO.

    c. If the applicant or City staff is unable to agree upon project details or if the applicant is found to be ineligible as a CHDO, the applicant will be notified that their project cannot be funded and the City's administration will again review the committee's ranking for the next favorable applicant.

    d. Once CDD staff and the applicant have agreed upon basic project details and the CDD staff is confident of the organization's eligibility to be

certified as a CHDO, CDD staff will begin the environmental review process.

5. Upon receipt of all necessary CHDO eligibility documentation and basic agreement on project details, the CDD staff will present the applicant to City Administration and City Council for certification as a City CHDO.

6. Following necessary environmental clearance, CDD staff will present the drafted developer agreement to the City Council for approval.

7. Applicants not selected will be notified by letter from CDD staff that they are not being funded in this round.

Ranking Evaluation Form
CHDO APPLICATION

CHDO Name: _____

CHDO Project Name:_____ Project address: _____

CHDOProject HOME FundingRequest$_____CHDOAdministrativeFundingRequest$ _____

Ranking Criteria

Applicant Capacity and Track Record (Maximum Points – 30)

Criteria	Maximum points	Points awarded	Documentation provided
Provide documentation identifying prior housing experience and success with other projects similar to the projects and time schedule.	*5 points*		
Provide evidence of fiscal capacity to manage federal funds.	*5 points*		
Provide evidence of organization's use of consultants and joint venture partners during previous year.	*5 points*		
Provide evidence of neighborhood participation (i.e. letters of support from neighborhood associations and community groups).	*5 points*		
Provide documentation identifying organization capacity to implement the project (i.e. staff positions, job descriptions and descriptions and resumes)	*5 points*		
Early application submission by _____.	*5 points*		

This section total points awarded:_____

Project Quality (Maximum Points – 30)

Criteria	Maximum points	Points awarded	Documentation provided
Provide evidence of proposed project activity meeting neighborhood needs supported by neighborhood need assessment, reports or market study.	*10 points*		
Submit housing design meeting neighborhood streetscape. (Submit new construction preliminary housing design plan(s) with application).	*10 points*		
Provide evidence of application addressing one or more priorities outlined in the three-year Consolidated.	*10 points*		

This section total points awarded:_____

Project Leverage (Maximum Points – 20)

Criteria	Maximum points	Points awarded	Documentation provided
Provide evidence of identified non-federal leverage dollars.	*5 points*		
Provide evidence of secured project financing.	*5 points*		
Identify how previous year program proceeds will be used towards organization progression for self-sufficiency.	*5 points*		
Does the ratio for the number of units proposed in this application average the amount of funds requested.	*3 points*		
Will any of the proposed housing units be LEE certified?	*2 points*		

Project Feasibility (Maximum Points – 20)

Criteria	Maximum points	Points awarded	Documentation provided
Does application identify realistic funding request and are budget/expenses reasonable.	*5 points*		
Does application identify site control? Is ownership of property established?	*5 points*		
Is proposed property in compliance with city and county zoning requirements?	*5 points*		
Provide letter(s) of commitments from other funding sources.	*5 points*		

This section total points awarded: _____

CRITERIA	POOR	FAIR	AVERAGE	GOOD	EXCELLENT
Applicant Capacity & Track Record	0 - 6	7 - 12	13 - 18	19 - 25	26 - 30
Project Quality	0 - 6	7 - 12	13 - 18	19 - 25	26 - 30
Project Leverage	0 - 4	5 - 9	10 - 13	14 - 17	18 - 20
Project Feasibility	0 - 4	5 - 9	10 - 13	14 - 17	18 - 20

THRESHOLD SCORE = 75 **MAXIMUM SCORE = 100**

TOTAL POINTS AWARDED	

Evaluated by: _____ Title: _____

Signature: _____ Date: _____

CHDO Project Risk Analysis Checklist

	Risk Category – Risk Factor	Acceptable Risk	Mitigatable Risk	Potential Deal killer
1	**Market Risk** **Overall Rating:**			
	Market trends -- General market trends (vacancy levels, prices) support the development of the additional units at the proposed pricing			
	Neighborhood market – Immediate project area market conditions are positive and support development of the units at the proposed pricing			
	Community conditions – The immediate physical/social conditions support the development of housing			
	Target population pool – A sufficient pool of target households exists in the primary geographic market area to support the project; or sufficient primary data (waiting lists or client lists) is presented to support timely occupancy of the development upon completion			
	Affordability – The prices are affordable to a reasonable range of incomes (the range = minimum income required to afford: maximum eligibility income)			
	Needs – The project design (unit types, sizes, amenities, services) reflects the apparent needs & desires of the target population			
	Competition – The project price, location condition and amenities is reasonably attractive in comparison to other housing choices available to low-income area HHs			
	If Homebuyer: Loan Availability – An adequate number of loan sources are available to provide competitive rates for buyers.			
	Other market risk factors:			
	Borrower Risk **Overall Rating:**			
	Compatibility – The project is compatible with the mission and strategic focus of the CHDO			
	Board capacity – The board (if a nonprofit) is stable and has the skills and experience to oversee development			
	Staff development capacity – The CHDO staff & development team have the required skills to undertake & complete the project			
	CHDO past performance – The CHDO has performed adequately on previous projects			
	CHDO backlog/current projects – The current workload will not affect the ability of the CHDO to complete this			

	Risk Category – Risk Factor	**Acceptable Risk**	**Mitigatable Risk**	**Potential Deal killer**
	CHDO liquidity – The CHDO has sufficient liquid assets to meet a short-term emergency needs of the project			
	Equity/pre-dev funds availability – The CHDO has the cash needed for its equity contributions, pre-development costs, & organizational overhead to support the project during planning & implementation (rule of thumb: 5 – 10% of TDC)			
	Liquidity/financial ability to absorb overruns/delays – The CHDO has sufficient financial strength to absorb reasonable project delays and cost overruns			
	Opportunity costs – The CHDO will not be prevented from accomplishing its other activities as a result of undertaking this development project			
	Contingent/portfolio liabilities – The financial obligations of the organization with respect to its portfolio or other programs present no significant risks to the proposed project.			
	Rental only: Ongoing management capacity – the applicant (or its identified management agent) has the capacity to manage the ongoing real estate, and to provide services as proposed			
	Homebuyer only: Homebuyer mortgagability – The project provides cost-effective mortgage terms to buyers that maximizes their borrowing potential and minimizes the gap			
	Other Borrower risk factors: **Project Risk** **Overall Rating:**			

	Risk Category – Risk Factor	**Acceptable Risk**	**Mitigatable Risk**	**Potential Deal killer**
	Development budget cost reasonableness ƒ Acquisition cost – The acquisition cost is supported by appraisal or by evidence of market value, and is reasonable given site remediation and prep costs ƒ Hard cost – Construction/rehab costs meet the following: o The design incorporates "green principles" for energy-efficiency o The scope will ensure property standards compliance & economic useful life for at least the compliance period; o Costs are reasonably related to scope; o Costs are final or based on detailed specifications to be considered reliable; and o there is a reasonable contingency provision for construction costs ƒ Soft costs – All non-construction line items are reasonable and supported, and reflect all expected project-related costs ƒ Developer/consultant fees – Total fees (including other fees collected by the developer) are reasonable compared to market and costs of doing this project ƒ ***Homebuyer only:*** Marketing/sales costs – Marketing and sales costs are reasonable and sufficient ƒ ***Rental Only***: Reserves – The project has adequate provisions for operating & replacement reserves: o Capitalization of initial operating deficit is sufficient to reflect a reasonable rent-up period; and o Reserves are capitalized or reasonable annual contributions are in the operating budget			

	Risk Category – Risk Factor	**Acceptable Risk**	**Mitigatable Risk**	**Potential Deal killer**
	Rental only: Operating budget cost reasonableness ƒ Rental Revenue – Rents comply with HOME limits and are reasonable compared to market rents; an adequate vacancy/collection loss allowance ƒ Operating Expenses – Total operating expenses (per unit per annum or month – PUPA or PUM) are reasonable for this type of project; all line items reasonable ƒ Management Expenses – Sufficient allowance for management costs for this type of project ƒ Reserve contributions – Reasonable contributions to operating and replacement reserves (taking into account capitalized contributions to reserves) ƒ Net Operating Income – NOI and net available for debt service are reasonably calculated to maximum borrowing potential; debt service coverage factor is reasonable or reflects lender requirements ƒ Cash flow – Cash flow projections are reasonable and not excessive for equity invested (if any) ƒ Services – Adequate provision for services to reflect the target population's needs; service revenue sources identified sufficient to cover service expenses (separate from real estate operations)			
	Readiness to proceed – Project plans are sufficiently advanced to ensure timely expenditure of HOME funds upon award: ƒ Site control – CHDO owns or controls the site ƒ Status of approvals – Community approvals are in place or strong support is in evidence ƒ Commitment of funds ƒ Project designs are complete			

	Risk Category – Risk Factor	**Acceptable Risk**	**Mitigatable Risk**	**Potential Deal killer**
	Completion risk – Risk factors that might jeopardize completion of the project on time and within budgeted resources: ƒ Site acquisition – The risk of not being able to complete acquisition of the site or require environmental remediation ƒ Likelihood of approvals – The risk of obtaining approvals to develop the site ƒ Adequacy of funds – The risk of losing or not being able to finalize all critical funding commitments ƒ Firmness of budget – The risk that budget estimates are insufficient to cover construction scope or unfunded cost overruns ƒ Realistic schedule – The risk of failing significantly behind on the implementation schedule ƒ ***Homebuyer only:*** The marketing/ outreach plans are sufficient to deliver an adequate number of buyers by the time units are available			
	Viability risk – The risk that the project, upon completion, will not be able to be maintained as affordable housing for at least the compliance period: ƒ ***Rental housing only*** – o Long-term operating projections (based on reasonable year-to-year rent and expense increases) provide adequate reserve contributions and positive cash flow; o Management & maintenance plans are sufficient to protect physical property long-term ƒ ***Homebuyer housing only*** – o The project offers adequate homebuyer pre/post counseling ƒ Permanent financing is based on reasonable & affordable ratios			
4	**Overall Risk Rating:**			
	Recommended Project changes and conditions for CHDO commitment based on underwriting risk analysis: ƒ ƒ ƒ ƒ ƒ			

CHDO Project Compliance Review Checklist

Project Name: _____

Section #	Requirement	Complies	N/A	Concern	Comments
General Project Requirements					
92.205(a)	Eligible activity				
92.214	Prohibited activities/costs				
92.206	Cost eligible, reasonable, necessary				
92.206(a)	Hard costs				
92.206(c)	Acquisition				
92.206(d)	Soft costs				
92.206(f)	Relocation				
92.2	Construction w/in 12 mos.				
92.205(d)	Assisted units; cost allocation				
92.205(b)	Form of investment				
92.250(a)	Max per-unit subsidy limits				
92.250(b)	Subsidy layering				
92.251	Property standards				
92.251(a)(3)	Accessibility standards				
92.220	Match sources identified				
Environmental Review					
92.352	Environmental review				
58.36	Subject to NEPA				
58.35(a)	Categorically excluded; subject to 58.5				
58.35(b)	Categorically excluded; not subject to 58.5				
Rental Project					
92.216(a)	90% @ 60%				
92.252(a)	rent limits				

Section #	Requirement	Complies	N/A	Concern	Comments
92.252(b)	units and rent limits				
92.252(e)	minimum affordability period				
92.252(h)	income verification				
92.252(j)	fixed or floating				
92.253	lease, notice, selection policy				
Homebuyer Project					
92.254(a)(2)	value limit				
92.254(a)(3)	< 80% AMI; principal residence				
92.254(a)(4)	affordability period				
92.254(a)(5)	resale/recapture				
92.601(a)(1)	first time buyer				
CHDO Project					
92.300(a)	eligible CHDO development activity				
92.300(a)	project control				
92.301	pre-development loan				
92.303	Tenant Participation Plan (rental projects)				
Other Federal Requirements					
92.257	religious organization non-discrimination				
92.351(a)	affirmative marketing				
92.353	relocation				
92.354(a)	Davis-Bacon				
92.355	lead-based paint				
92.356	conflict of interest				

4. CHDO Support

Item #	Timing	Staff Involved	Policy/Procedure	Reference
2.4.1	During development period	Government Accountant	**Developer Fee Policies:**	Developer_Fee 10.11.12.doc
2.4.2	During compliance period	Government Accountant	**CHDO Proceeds Policies:**	Project proceeds 10.11.12.docx

Developer Fees and Project Penalties

Developer Fee:

A Developer's Fee is compensation to the developer for the time and risk involved to develop the project. It is typically based on the size of the project, the total development cost and the risk associated with the project. The developer's fee is expressed as a percentage of the total development cost. Developers who perform work in a timely fashion and comply with the timelines outlined in the agreement will receive a developer's fee of no more than 10% of the total HOME funds awarded for development costs under the agreement.

The developer fee will be paid as follows:

1. 50% of the developer fee will be paid when the project is 50% completed based on the timeline in the agreement. The developer must meet the threshold requirements as stated in the agreement and the fee will be approved for payment by City staff based on a review of project status, documentation submitted and inspections passed.

2. The final 50% of the developer fee will be paid when the project is 100% completed as defined below ***and***

    a. For rental projects, no less than 75% of the units are leased and occupied.

    b. For homeownership projects, 100% of the units have been sold to eligible households.

For the purpose of complying with this requirement, completion shall mean that all necessary construction work has been completed to the satisfaction of the Housing Specialist and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy.

Request(s) for payment of developer fee or partial fee should be included on the Request for Funds sheet along with other development costs (unless no development costs are being drawn at the time the developer fee is requested). Payment thereof is subject to the same administrative procedure as all other requests for funds.

Project Penalties:

Time is of the essence in the completion of all projects under the HOME program. Developers who do not perform in accordance with the timeline and budget stipulated in the agreement will be subject to penalties for lack of performance. The City will closely monitor performance and will enforce the following penalties when the CHDO fails to carry out its contractual obligations under the agreement.

1. For new construction projects that involve site acquisition:

    a. Failure to the developer to provide a warranty deed showing ownership and title to property with the timeline stipulated in the agreement will result in the cancellation of the agreement. The agreement will be null and void and no compensation will be paid to the developer for expenses incurred related to the acquisition of the property.

2. For existing properties already owned by the developer:

    a. Failure by the developer to provide an active building permit issued by the City of Hattiesburg building department (if any rehabilitation is required) within the time line stipulated in the agreement will result in the cancellation of the agreement. The contract will be null and void and no compensation will be paid to the developer for expenses incurred up to the date that the agreement is cancelled or thereafter.

3. Failure by the developer to meet the 50% completion timeline outlined in the agreement will result in a loss of 50% the total developer fee approved under the agreement.

4. Failure of the developer to complete 100% of the project within the timeline specified in the agreement will result in:

    a. a 50% reduction of the developer fee authorized under the terms of the agreement;

    and,

    b. suspension of the CHDO from participation under the HOME program for not less than one year after the date the project is completed, or the next CHDO reservation funding cycle, whichever occurs later.

Example 1: A Total Development Fee of $5,000 is planned to be disbursed as $2,500 (at 50% completion) and $2,500 (at 100% completion). The developer fails to meet the 50% completion deadline, so the Total Developer Fee is reduced to $2,500, which is now planned to be disbursed as $1,250 (at 50% completion) and $1,250 (at 100% completion). If the developer fails to meet the 100% completion deadline, no developer fee will be paid at completion. In total, this developer would have only received $1,250 of the developer fee. Additionally, at a minimum, this CHDO will be suspended from participation for not less than one year or the next CHDO funding cycle.

Example 2: A Total Development Fee of $5,000 is planned to be disbursed as $2,500 (at 50% completion) and $2,500 (at 100% completion). The developer meets the 50% completion deadline and is paid $2,500 of the developer fee as planned. Later, the developer fails to meet the 100% completion deadline, and as a result, no additional developer fee will be paid. In total, this developer would have only received $2,500 of

the developer fee. Additionally, at a minimum, this CHDO will be suspended from participation for not less than one year or the next CHDO funding cycle.

5. The City retains the right to require a CHDO who has failed to comply with the terms outlined in the agreement, to transfer title and ownership of the property to the City or an agency designated by the City to carry out the terms and conditions of the contract in a timely manner. The City will consider the City's total investment in the property, the stage of project construction, the feasibility that the project will be completed by the HOME program deadlines by the current developer, the date the project will be completed by the new developer and the timing for meeting a national objective up to and including occupancy of the unit. The decision to transfer the title of the property will be based on the decision that is in the best interest of the HOME program, the City of Hattiesburg and its residents. The final decision to transfer title of the property will be made by the City of Hattiesburg Administration.

6. Developers that experience delays caused by reasons beyond their control must submit the reasons for delay and supporting documentation in writing to the Program Director. Extensions will be reviewed by the Director in consultation with CDD staff, and the developer will be notified in writing of the department's decision to approve or deny the timeline extension. It is noted that acceptable causes for delay and penalty-free time extensions include instances such as natural disasters, but do not include such reasons as market conditions or typical weather delays.

7. At the time that the City approves the project delay, new timelines will be established for the project in the form of an amendment to the existing contract. The new timelines must be complied with by the developer. Failure by the developer to comply with the new timeliness will trigger the penalties stated above.

8. Delays in the development considered by CDD staff to be excessive, repeated, extended, or unwarranted, which are not corrected by the penalties and remedies prescribed herein will result in penalties including but not limited to the repayment of HOME funds, cancellation of the project, and/or debarment from the City's CHDO Program.

CHDO Proceeds

The City of Hattiesburg will allow CHDOs that are funded with CHDO reservation funds used to develop, rehabilitate, sell or rent housing to benefit very low and income eligible households to retain project proceeds.

Definition of Project Proceeds:

Project proceeds are funds generated by the project and paid to the Developer from activities carried out with HOME funds. Projects proceeds include:

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;

2. Gross income from the use or rental of real property, owned by the CHDO that was acquired, rehabilitated, or constructed, with HOME funds, less costs incidental to generation of the income;

3. Payments of principal and interest on loans made using HOME funds;

4. Proceeds from the sale of loans made with HOME funds;

5. Proceeds from the sale of obligations secured by loans made with HOME funds;

6. Interest earned on program income pending its disposition; and

7. Any other interest or return on the investment permitted under § 92.205(b) (See 92.205(b).doc) of HOME funds

All project proceeds received by the CHDO must be used for affordable housing activities to benefit low-income families.

The CHDO will be required to track the investment of project proceeds for housing activities to benefit low-income families. The CHDO must maintain supporting documentation related to the use of these funds for monitoring purposes.

Eligible uses of project proceeds:

CHDO's allowed to retain project proceeds must use the funds for housing activities to benefit low-income families as required by 24 CFR 92.300(a)(2) (See 92.300(a)(2).doc) . Low income families are households that do not exceed 80% of the Area Median Income as established by HUD on an annual basis.

Affordable housing activities which may be funded with CHDO proceeds include but are not limited to: emergency repairs, project operating costs and reserves, housing refinancing costs, CHDO operating expenses and homebuyer counseling.

CHDO proceeds which are retained by a CHDO are not subject to the requirements of the HOME regulations, except for 24 CFR 92.300(a)(2) (See 92.300(a)(2).doc) . Thus, the Davis-Bacon Act, National Environmental Policies Act and Uniform Relocation Assistance and Real Property Acquisition Policies Act do not apply to the use of CHDO proceeds. However, because CHDO proceeds are derived from the expenditure of HOME funds, any activities which are funded with CHDO proceeds may not be contributed as match.

1. CHDO Application, Evaluation and Certification

Item #	Timing	Staff Involved	Policy/Procedure	Reference
3.1.1			**Policies and procedures for evaluating and certifying qualified organizations to serve as City of Hattiesburg CHDOs:**	Policies and procedures for evaluating and certifying qualified organizations to serve as City of Hattiesburg CHDOs
3.1.2			**CHDO Application for Certification:**	CHDO Certification Application
3.1.3			**Reference documents and tools:**	
3.1.3.1			**Federal regulatory requirements for CHDO certification:**	Fed Reg Requirements for CHDO Certification.doc
3.1.3.2			**Hattiesburg requirements for CHDO certification:**	Hattiesburg Requirements for CHDO Certification.doc
3.1.3.3			**CHDO Qualifications and Capabilities Checklist for PJ's evaluation of applicants:**	CHDO Qualifications & Capabilities Evaluation Checklist.doc
3.1.3.4			**Guide for using the CHDO Staff Experience and Organizational Capacity Checklist:**	CHDO Capacity Checklist Guide
3.1.3.5			**Checklist to evaluate CHDO applicants' staff and organizational capacity:**	CHDO Staff Experience and Org Capacity Checklist.xls

Policies and procedures for evaluating and certifying qualified organizations to serve as City of Hattiesburg CHDOs

The City of Hattiesburg staff will advertise on an as needed basis for projects to be carried out by eligible CHDOs. At a minimum, advertisement will be placed in newspapers of general circulation, and the City may advertise on the City website and may mail notices to organizations known to be interested in becoming eligible CHDOs.

After the application process for eligible HOME CHDO projects have been completed, the CHDO whose project has been selected for funding will be screened by staff for meeting the minimum threshold as an eligible Community Housing Development Organization.

1. Organization must complete a CHDO application checklist.
2. Organization must submit all required attachments.
3. Organizations must be available to provide any required supplemental information and answer any questions as requested by staff.
4. Staff will confirm that CHDO is not debarred from participating in HUD programs by going to https://www.epls.gov/ and printing the form for the file.

CHDOs that meet the minimum threshold requirements will be provided with a CHDO certification letter that is good for one year. CHDO files must be updated each time the CHDO is awarded new funding under the HOME program.

CHDOs that are not eligible for failure to meet the minimum threshold requirements will be notified in writing with the specific thresholds not met for eligibility. If a CHDO is deemed ineligible for funding, it can apply again for future project funding by submitting a project application in addition to the CHDO application.

City of Hattiesburg CHDO Application

Name of Organization: _____

Organizations address: _____

_____

City **State** **Zip**

Agency Phone: _____ **Agency E-mail:** _____

Contact person name: _____ **Title:** _____

Contact person phone number: _____ **E-mail:** _____

Duns Number: _____ **Federal ID #:** _____

Signature: _____ **Date:** _____

CHDO Eligibility

I. Legal Status:

A. Is the Non-Profit organized under State or local laws?
☐ Yes – See Articles of Incorporation at Exhibit ____
☐ No. If no, not eligible for funding.

B. Does any part of the Non-Profit's net earnings inure to the benefit of any member, founder, contributor, or individual?

☐ Yes. If yes, not eligible for funding.
☐ No – (check appropriate box)
☐ Charter submitted at Exhibit _____
☐ Articles of Incorporation at Exhibit _____

C. Does the Non-Profit have a tax exemption ruling from the Internal Revenue Service (IRS) under Section 501(c)(3) or (4) of the Internal Revenue Code?

☐ Yes – See 501(c)(3) or (4) Certificate from IRS at Exhibit ____
☐ No. If no, not eligible for funding.

D. Do the Articles of Incorporation, by-laws, resolution or charter include among the Non-Profit's purposes the provision of "decent housing that is affordable to low and moderate income people" as required by 24 CFR Part 92?

☐ Yes. Attach at Exhibit _____
☐ No. If no, not eligible for funding.

II. Developer Capacity

A. Does the Non-Profit have accountability standards that conform to the financial accountability standards of 24 CFR 84.21, "Standards for Financial Management Systems"?

Yes – (choose appropriate document)
☐ A notarized statement by the president or chief financial officer of the organization is provided at Exhibit ____
☐ A certification from a Certified Public Accountant is provided at Exhibit ____
☐ A HUD approved audit summary is provided at Exhibit _____
☐ No - If no, not eligible for funding.

B. Does the Non-Profit have current CHDO Staff (does not include volunteers, board members, or consultants but includes paid employees who are responsible for the day-to-day operations of the CHDO) have experience developing projects of the same size, scope and level of complexity as the activities for which HOME funds are being reserved or committed?

☐ Yes

☐ Attach resumes, W-2, W-9, 1099 and/or statements that describe the experience of key staff members who have successfully completed projects similar in size, scope and level of complexity as the activities for which the HOME funds are being committed provided at Exhibit ____

☐ No. If no, not eligible for funding.

C. Does Non-Profit or its parent organization show one year of serving the community prior to the date the City of Hattiesburg provides HOME funds to the organization?

☐ Yes. For newly created organizations formed by local churches, service or community organizations, a statement that documents that its parent organization has at least one year of experience in serving the community is provided at Exhibit ____

☐ No. If no, not eligible for funding.

Note: In the required statement, the organization must describe its history or its parent organization's history of serving the community by describing activities which it provided or its parent organization provided such as developing new housing, rehabilitating existing stock and managing housing stock, or delivering non housing services that have had lasting benefits for the community, such as counseling, food relief, or childcare facilities. The statement must be signed by the president or other official of the organization.

III. Organizational Structure

A. What area will the CHDO be serving?

Community/Communities_____ and/or
City/Cities_____ and/or
County/Counties_____

B. (1) Is at least one-third of nonprofit's governing board's membership required to consist of residents of low income neighborhoods, other low income community residents, or elected representatives of low-income neighborhood organizations? *Note: Elected representatives do not include elected officials.*

☐ Yes – (choose appropriate document)

☐ Charter provided at Exhibit ____
☐ Articles of Incorporation at Exhibit ____
☐ By-laws at Exhibit ____

☐ No. If no, not eligible for funding.

Note: Under the HOME program, for urban areas, the term "community" is defined as one or several neighborhoods, a city, county, or metropolitan area. For rural areas, "community" is defined as one or several neighborhoods, a town, village, county, or multi-county area (but not the whole state).

(2) Is a list of Board Members provided which clearly indicates that at least one third of the governing boards membership are residents of low income neighborhoods, other low income community residents or elected representative of low income neighborhood organizations as evidenced by the organizations bylaws, charter or articles of incorporation? *Note: The elected representatives of low-income neighborhoods must be clearly identified on the list as well as the date each Board Member's term expires.*

☐ Yes, attached as Exhibit _____

☐ Bylaws ☐ Charter ☐ Articles of Incorporation

☐ Attached is a list board members, date term expires, and board representation of low income neighborhoods provided at Exhibit _____

☐ No. If no, not eligible for funding.

C. Does the nonprofit provide a formal process for low-income, program beneficiaries to advise the organization in all of its decisions regarding design, siting, development, and management of affordable housing projects?

☐ Yes – (choose appropriate document)

☐ By-laws provided at Exhibit ____
☐ Resolutions provided at Exhibit ____
☐ A written statement of operating procedures approved by the governing body provided at Exhibit ____

☐ No. If no, not eligible for funding.

D. Is the CHDO chartered by a State or local government?

☐ Yes – Complete questions (1) through (3) below.
☐ No – Skip Questions (1) through (3) below.

(1) Did the State or local government appoint more than one-third of the current membership of the organization's governing body?

☐ Yes. If yes, not eligible for funding.
☐ No – (choose appropriate document)
☐ By-laws provided at Exhibit ____
☐ Resolutions provided at Exhibit ____
☐ a written statement of operating procedures approved by the governing body provided at Exhibit _____

(2) Did board members appointed by the State or local government appoint any of the remaining two-thirds of the governing board members?

☐ Yes. If yes, not eligible for funding.
☐ No – (choose appropriate document)

☐ By-laws provided at Exhibit ____
☐ Charter provided at Exhibit ____
☐ A written statement of operating procedures approved by the governing body provided at Exhibit ____

(3) Is more than one-third of the governing board members public officials (including any employees of the PJ)? A public official cannot count towards the low-income neighborhood requirements even they reside in a low income neighborhood.

☐ Yes. If yes, not eligible for funding.
☐ No – (choose appropriate document)

☐ By-laws provided at Exhibit ____
☐ Charter provided at Exhibit ____
☐ A written statement of operating procedures approved by the governing body provided at Exhibit ____

E. Is the CHDO sponsored or created by a for-profit entity?

☐ Yes
☐ No – Skip all remaining questions

(1) Did the for-profit entity appoint more than one-third of the membership of the CHDO's governing body?

☐ Yes. If yes, not eligible for funding.
☐ No – (choose appropriate document)

☐ By-laws provided at Exhibit ____
☐ Charter provided at Exhibit ____
☐ A written statement of operating procedures approved by the governing body provided at Exhibit _____

(2) Did the board members appointed by the for-profit entity, in turn, appoint any of the remaining two-thirds of the board members?

☐ Yes
☐ No – (choose appropriate document)

☐ By-laws provided at Exhibit ____
☐ Charter provided at Exhibit ____
☐ A written statement of operating procedures approved by the governing body provided at Exhibit _____

IV. Relationship with For-Profit Entities

A. Is the CHDO controlled by or does it receive directions from individuals or entities seeking profit from the organization? *Note: A CHDO may be organized or sponsored by a for profit organization if the primary purpose is not the development or management of housing, the for-profit appoints not more than one third of the CHDO's government board and the board members appointed by the for profit do not appoint the remaining members of the board and the CHDO is free to contract for goods and services from any vendors it selects.*

☐ Yes. If yes, not eligible for funding.
☐ No – (choose appropriate document)
  ☐ By-laws provided at Exhibit ____
  ☐ Memorandum of Understanding (MOU) provided at Exhibit ____

B. Does the for-profit entity's primary purpose include the development or management of housing?

  ☐ Yes. If yes, not eligible for funding.
  ☐ No – See By-laws provided at Exhibit ____

C. Is the CHDO free to contract for goods and services from vendor(s) of its own choosing?
☐ Yes – (choose appropriate document)

  ☐ By-laws provided at Exhibit ____
  ☐ Charter provided at Exhibit ____
  ☐ Articles of Incorporation at Exhibit ____

☐ No. If no, not eligible for funding.

V. Development Capacity

Provide documentation showing development capacity. If available, provide the following for the organization and all partners:

☐ Resume of all development staff at exhibit _____
☐ A list of all projects developed by the organization since its inception including project location, number of units and unit type, and a project cash flow report and 5 year projections for each project attached as exhibit _____
☐ The most current monitoring report for each project, from each funder attached as exhibit ____

VI. Fiscal Soundness of the Developer

Provide documentation showing the fiscal soundness of your organization. If available provide the following:

☐ Audited if available or unaudited financial statement for the last 2 years at exhibit ___
☐ Most current audit attached as exhibit _____
☐ Form 990 attached at exhibit _____
☐ Letters of good standing for outstanding loans provided by private lenders at exhibit _____
☐ Letters of good standing for any loans provided by federal, state or local governments at exhibit ____

VII. Debarment

Has your organization been debarred from participation in federal programs?

☐ No.
☐ Yes. If yes, not eligible for funding.

This Section to be completed by City Staff

CHDO Application Review

City staff has reviewed this organization. The developer ☐ meets ☐ does not meet the minimum requirements as a Community Housing Development Organization. This application may be updated if a CHDO project is selected for project funding.

Comments:

Signature	Print Name	Title	Date

Federal Regulatory Requirements for CHDO Certification

HUD has established standard criteria for organizations to be eligible for CHDO certification.

1. Organized under State/Local Law: The nonprofit organization must show their Charter of Articles of Incorporation as evidence of being organized under state and local law.

2. IRS Nonprofit Status: Organizations must have a 501(c)(3) nonprofit status of exemption letter of certification from the Internal Revenue Service (IRS).

3. Purpose of Affordable Housing: Providing decent and affordable housing must be the organization's primary purpose. This is evidenced by the organization's By-Laws, Charter or Articles of Incorporation.

4. Benefit No Individual: No part of the CHDO's profits may benefit any members, founders, contributors, or individuals. This requirement must be evidenced in the Articles of Incorporation.

5. Service Area: The organization must have a clearly defined geographic service area in its Articles of Incorporation and/or By-Laws and a map of the service area must be attached to the application.

6. Board Representation: The board of directors must contain no more than one-third representation from the public sector and a minimum of one-third representation from the low-income community it serves.

7. For-Profit Sponsorship: CHDOs may be sponsored by for-profits; however, the CHDO cannot be controlled by the for-profit and must be free to contract for goods and services evidenced by CHDO's By-Laws, Charter or Articles of Incorporation. The primary purpose of the for-profit cannot be housing ownership/management as evidenced by the for-profit's Articles of Incorporation.

8. Low-Income Input: A formal process that is described in the By-Laws or Resolutions, has been established and implemented for low-income program beneficiaries from the organization's service area to advise the organization in all of its decisions regarding design, location, development and management of affordable housing.

9. Capacity and Experience: Key staff and board members must have significant experience and capacity to carry out CHDO eligible HOME-assisted projects in the community where it intends to develop affordable housing. Resumes of key staff and board members will serve as evidence of experience and capacity. Capacity can also be demonstrated by contracts with consulting firms or individuals who have successfully completed projects similar to those to be assisted with CHDO funds.

The consulting firms or individuals must have written plans detailing the training of CHDO personnel.

10. Serving the Community: A minimum of one year of relative experience serving the community where the organization intends to develop affordable housing must be demonstrated via letters of community support and written statement of organization's community activities.

11. Accounting Standards: The organization must meet and adhere to financial accountability standards found in 24 CFR 84.21. (See 84.21.doc)

12. Organizations having revenues in **excess** of $300,000 **MUST** submit an audit performed by a Certified Public Accountant, along with their most recently filed IRS Form 990.

13. Organizations having income **less** than $300,000 **MUST** submit the organization's most recently filed IRS Form 990, along with the items from either (**a**) **or** (**b**):

    a) A set of Basic Financial Statements, which MUST include the industry equivalent of a "Balance Sheet", "Statement of Cash Flows", "Income Statement" and the "Notes to the Financial Statements". These must have been certified as official financials and evidenced by a copy of the board minutes showing that they were presented and accepted as official financial statements by the entity's board or governing body.

    OR

    b) A compiled set of Basic Financial Statements, along with a letter that the compilation was performed in accordance with American Institute of Certified Public Accountants' industry standards. The compilation must include the industry's equivalent of the "Balance Sheet", "Statement of Cash Flows", "Income Statement" and the "Notes to the Financial Statements".

    - Audit or Certified Financial Statements must be completed in accordance with generally accepted accounting principles and prepared during the last fiscal year.

14. **Organizational Structure Requirements for CHDO Certifications:**

    HUD has established specific organizational structure requirements for CHDOs to ensure that the governing board is not controlled by influence from outside the community it serves. These requirements are also designed to ensure that the CHDO is capable of independent decisions and actions designed to best serve the community needs. The requirements relating to the organization's board must be evidenced in the Articles of Incorporation or By-Laws. They include:

a. Low Income Representation: At least one-third of the organization's board must be representatives of the low-income community the CHDO serves. To meet the one-third minimum requirement, the organization's board may consist of either:

- Residents that live in the low-income community where 51 percent or more of the residents are low-income. The persons need not be low-income;
- Residents of the community who are qualified as low-income (below 80 percent of the median income); or
- Elected representatives of low-income neighborhood organizations.
    - ➢ The CHDO is required to certify the status of all low-income representatives and the low-income Board representation should be included in the CHDO's By-Laws, Charter or Articles of Incorporation.

b. Public Sector Limitations: A CHDO may be chartered by state or local government, however restrictions apply. Only one-third or less of the organization's board may consist of representatives from the public sector, including elected public officials, appointees of elected public officials or employees of The City of Hattiesburg , as discussed in the CHDO's By-Laws, Charter or Articles of Incorporation. If a person qualifies as a low-income representative and a public sector representative, the role of public sector representative supersedes their residency or income status. This person would therefore count toward the one-third public sector limitation.

c. Low Income Advisory Process: The CHDO must provide a formal process for low-income program beneficiaries to advise the CHDO on design, location of sites, development and management of affordable housing. This process must be described in the CHDO's By-Laws or Resolutions. Each project the CHDO undertakes should allow for the potential program beneficiaries to provide input on the project from start to finish. This may be accomplished by creating a project advisory committee for each project located in the areas the project will serve. Proof of low-income beneficiary input will be required at the CHDO's annual recertification.

d. For-Profit Limitations: If a CHDO is sponsored by a for-profit, the for-profit may not appoint more than one-third of the board, as evidenced by the CHDO's By-Laws, Charter or Articles of Incorporation. Board members appointed by the for-profit may not appoint the remaining two-thirds of the board members.

15. **Experience, Capacity and Financial Accountability Requirements for CHDO Certification:**

HUD also requires that organizations must demonstrate sufficient experience, capacity and financial accountability to be certified as a CHDO.

a. Experience and Capacity: CHDOs must demonstrate a history of serving the community in which the housing activities will take place. This can be demonstrated by providing:

- A statement that documents one year of experience serving the community, or
- A statement that a parent organization (if applicable) has at least one year experience serving the community.

b. Financial Accountability: CHDOs must have financial accountability standards that conform to the requirements detailed in 24 CFR 82.21, "Standards for Financial Management Systems" (See 84.21.doc). This can be evidenced by a notarized statement by a Certified Public Accountant or the Chief Financial Officer of the CHDO to certify the organization's financial system is in compliance with financial accountability standards of 24 CFR 82.21.

The City of Hattiesburg's Requirements for CHDO Certification

In addition to the regulatory requirements from HUD, The City of Hattiesburg has established additional criteria for CHDO certification. The organization must:

1. Must provide housing development services to low-income households and neighborhoods within the City of designated service area and target census tracts.

2. Maintain a record of good standing with the Mississippi Secretary of State's office;

3. Maintain no history of awarded CHDO funding being deobligated or significant compliance findings on its City of Hattiesburg-funded projects.

Notes:

1. The City of Hattiesburg may require additional information prior to determining CHDO certification.

2. Meeting the above requirements does not guarantee CHDO certification and the City of Hattiesburg reserves the right to deny or revoke CHDO certification based on its evaluation of the nonprofit organization's performance.

Evaluation of CHDO Qualifications & Capabilities Checklist

This tool combines the regulatory requirements of CHDO qualification with additional questions to help a PJ to determine if a nonprofit has the capacity to be successful as a CHDO. For each of six topics, the regulatory thresholds are provided. If the organization does not meet these thresholds, then it may not be certified as a CHDO regardless of its overall capabilities. However, if it meets the regulatory thresholds, then utilization of the organization as a CHDO may be influenced by the additional questions that indicate capacity to successfully manage housing development activities. If deficiencies are noted, the PJ should provide technical assistance or refer the nonprofit to a CHDO intermediary for assistance prior to the award of CHDO funds.

	Topic/Question	Adequate	Deficiency
1	**Organizational Status & Mission** ***Regulatory Thresholds:*** The nonprofit is organized under State or local laws, as evidenced by: _____A Charter, OR _____Articles of Incorporation.		
	It has a tax exemption ruling from the Internal Revenue Service as evidenced by: _____A 501(c)(3) or (4) Certificate from the IRS or _____A group exemption letter under Section 905 from the IRS that includes the CHDO.		
	It has among its purposes the provision of low- and moderate-income housing, as evidenced by: _____Charter, _____Articles of Incorporation, _____By-laws, OR _____Resolutions. ***Additional Questions:*** **Certificate of Good Standing:** Can it deliver a certificate of good standing or other documents from the State?		
	Service Area: Does it have a documented service area consistent with its CHDO activities?		
	Strategic Plan: Has it produced a strategic plan that specifies an action plan for housing development?		
	Shared commitment: Do board and staff exhibit shared commitment to its housing development mission?		
	Other organization issues:		

	Topic/Question	Adequate	Deficiency
2	**Board Composition** ***Regulatory Thresholds:*** At least 1/3 of board membership is for residents of low-income neighborhoods, other low-income community residents, or elected representatives of low-income neighborhood organizations, as evidenced by: _____By-Laws, _____Charter, OR _____Articles of Incorporation		
	No more than one-third of the governing board members may be public officials (including any employees of the PJ) or appointed by public officials, and government-appointed board members may not, in turn, appoint any of the remaining the board members, as evidenced by: _____By-laws, _____Charter, OR _____Articles of Incorporation.		
	If the CHDO is sponsored/created by a for-profit entity, the for-profit entity may not appoint more than one-third of the membership of the CHDO's governing body, and the board members appointed by the for-profit entity may not, in turn, appoint the remaining two-thirds of the board members, as evidenced by the CHDO's: _____By-laws, _____Charter, OR _____Articles of Incorporation. ***Additional Questions:*** Board stability: Has there been stability/continuity of board members over the last several years?		
	Development oversight: Does the board have a committee structure or other means of overseeing planning and development?		
	Board skills: Do board members have professional skills directly relevant to housing development (e.g., real estate, legal, architecture, finance, management)?		
	Decision-making: Has the board demonstrated the ability to make timely decisions?		
	Board-staff relations: Is there a good relationship between board and staff? Do they have shared goals?		
	Other board issues:		

	Topic/Question	Adequate	Deficiency
3	**Sponsorship/Independence** ***Regulatory Thresholds:*** The CHDO is not controlled, nor receives directions from individuals, or entities seeking profit from the organization, as evidenced by: _____The organization's By-laws, OR _____A Memorandum of Understanding (MOU).		
	If sponsored or created by a for-profit entity, the for-profit entity's primary purpose does not include the development or management of housing, as evidenced: _____In the for-profit organization's By-laws		
	If sponsored or created by a for-profit entity, the CHDO is free to contract for goods and services from vendor(s) of its own choosing, as evidenced by: _____By-laws, _____Charter, OR _____Articles of Incorporation		
	If sponsored by a religious organization, the CHDO is a separate secular entity from the religious organization, with membership available to all persons, regardless of religion or membership criteria, as evidenced by: _____By-laws, _____Charter, OR _____Articles of Incorporation ***Additional Questions:*** **Identity of Interest:** Are there any identity of interest issues between the CHDO and the contractors/vendors, consultants, and professionals it uses for its CHDO projects?		
4	**Relationship/Service to the Community** ***Regulatory Thresholds:*** It has a history of serving the community within which housing to be assisted with HOME funds is to be located, as evidenced by: _____Documentation of at least one year of experience in serving the community, OR _____For new organizations, documentation that its parent organization has at least one year of experience in serving the community.		

	Topic/Question	Adequate	Deficiency
4	**Relationship/Service to the Community (Cont.)** It provides a formal process for low-income, program beneficiaries to advise the organization in decisions regarding design, siting, development, & management of affordable housing projects, as evidenced by: _____The organization's By-laws, _____Resolutions, OR _____A written statement of operating procedures approved by the governing body. ***Additional Questions:*** **Needs:** Are current plans well grounded in an understanding of current housing conditions, housing needs, and need for supportive services? Has it done any analyses of the local housing market and the housing needs of low-income households?		
	Relations: How strong are the current reputation of the corporation and the relationship with the community?		
	NIMBY: To what extent does NIMBY opposition exist to low income housing in the service area? To what extent do channels exist for the CHDO to negotiate with the community and potential opponents?		
	Local government relations: How strong is the CHDO's relationship with the local government? How strongly does local government support its housing activities?		
	Other community issues:		
5	**Financial Management & Capacity** ***Regulatory Threshold:*** It conforms to the financial accountability standards of 24 CFR 84.21, "Standards for Financial Management Systems", as evidenced by: _____A notarized statement by the president or CFO; _____A certification from a CPA, OR _____A HUD approved audit summary. ***Additional Questions:*** **Audit:** Does the CHDO have an annual audit? Is the most recent audit current?		
	Audit findings: Were there management or compliance findings in the last two years? Are finding resolved?		
	Budgeting: Does it do annual budgeting of its operations and all activities or programs? Does it track and report budget v. actual income and expenses?		

	Topic/Question	Adequate	Deficiency
5	**Financial Management & Capacity (Cont.)** **Reporting:** Is financial reporting regular, current and sufficient for the board to forecast and monitor the financial status of the corporation?		
	Cash flow management: Does it know its current cash position and maintain controls over expenditures? How regularly does it experience cash flow problems?		
	Internal controls: Does it have adequate internal controls to ensure separation of duties & safeguarding of corporate assets? Is there sufficient oversight of all financial activities?		
	Procurement/Conflict of Interest: Does the organization have a conflict of interest policy governing employees and development activities, particularly in procurement of contract services and the award of housing units for occupancy?		
	Insurance: Does it maintain adequate insurance – liability, fidelity bond, workers comp, property hazard, & project?		
	Financial stability: Does the current balance sheet and budget indicate sufficient funds to supports essential operations? To what extent does the organization have a diversified and stable funding base for operations? What revenue sources are predictable year-to-year? Does the CHDO have an established fundraising program for both capital & operational needs?		
	Portfolio Financial Condition: If it has a portfolio of properties, are they are in stable physical and financial condition or are they a drain on corporate resources? Does it collect adequate management fees from the properties?		
	Liquidity: Does the organization have liquid assets available to cover current expenses? Does it have funds available for pre-development expenses or equity investments required for development?		
	Other financial issues:		
6	**Development Capacity** ***Regulatory Thresholds:*** It has a demonstrated capacity for carrying out activities assisted with HOME funds, as evidenced by: _____Experience of key staff who have completed similar projects to HOME-funded activities, OR _____Contract(s) with consultants who have relevant housing experience, to train key staff		

	Topic/Question	Adequate	Deficiency
6	**Development Capacity (Cont.)** ***Additional Questions:*** **Structure:** Can the current corporation structure support housing development activities, or is there a need for a subsidiary or other organizational structure for future development? Are there operations or activities that need to be organizationally separate from housing development activities and portfolios?		
	Portfolio: Does its portfolio of projects/properties evidence competent management and oversight? Do the properties appear to have adequate funding?		
	Previous Performance: Has it done the CHDO activities previously? Did it perform competently?		
	Management capacity: Does the current management have the ability to manage additional development activities? Does the organization have the capabilities to analyze alternative housing projects?		
	Procedures: Are the corporate lines of authority for development activities clear? Are policies & procedures in place governing development activities?		
	Project management: Does the organization have procedures for monitoring the progress of a project? Does it have the capacity to monitor project-level cash flow and schedule?		
	Personnel: Does it have staff that are assigned responsibilities for housing development? Are personnel policies and job descriptions clear?		
	Staff skills: How strong are staff in the following areas: ❑ Legal/financial aspects of housing development ❑ Management of real estate development ❑ Oversight of design & construction management ❑ Marketing, intake ❑ Property management (if applicable)		
	Training: Are staff encouraged to obtain training and develop new skills? What is their potential for learning skills that they currently do not have?		
	Member involvement: Is the membership active and in support of the housing activities?		
	Use of consultants: To what extent does the CHDO have access to and make use of qualified development consultants? How well do consultants interact with staff? Is the consulting focus on training staff?		

	Topic/Question	Adequate	Deficiency
6	**Development Capacity (Cont.)** **Funding access:** Does the organization have funds available as equity in housing development projects? Does the organization have the ability to raise funds for the capital requirements of a project? How strong are relationships with funders of housing? With lenders?		
	Opportunity costs: If the organization pursues housing development, what other activities are likely to suffer or not be able to be pursued due to the effort required for development activities?		
	Other capacity issues:		
7	**Conclusions** Has the organization met all CHDO regulatory thresholds? If not, these must be corrected prior to CHDO certification.		
	Have capacity deficiencies been identified that should be addressed prior to awarding CHDO funds to this organization or as a condition of the commitment? If not, proceed with CHDO certification and funding.		
	Can the capacity deficiencies be addressed by TA from the PJ or from a qualified CDTA CHDO intermediary? If so, refer for TA.		

Notes to the CHDO Staff Experience &

Organizational Capacity Checklist

Staff Development Experience

1. Staff classification and documentation – To be counted as staff, the person must be employed by the CHDO, and documentation is needed.

    a. Full time or part time employment – This would be evidenced by a payroll report or a W-4 or a W-2.

    b. Contracted staff – This would be evidenced by a "contract" for employment and a W-9 and 1099 (at the end of a year).

2. Relevant development experience – Document the basis for answers to the applicable project type.

    a. Homeownership development – Has the staff person been involved in the acquisition, rehabilitation/construction and sale of homebuyer housing? Previous experience purely in counseling, marketing, or financing activities is not sufficient to be considered development experience.

    b. Rental development – Has the staff person been involved in the acquisition, rehabilitation/construction and/or ownership/operation of rental housing?

Developer Capacity & Fiscal Soundness

3. Past and current performance

    a. Has the CHDO performed adequately in the past in HOME, CHDO, and/or other real estate development activities?

    b. Is the CHDO currently in good standing on all its development and administrative activities? Does it show the capacity to take on this additional activity and continue to manage everything that it has ongoing?

4. Capacity – CHDO Organization

    a. Organizational structure – Can the current corporation structure support housing development activities, or is there a need for a subsidiary or other organizational structure for future development? Are there operations or activities that need to be organizationally separate from housing development activities and portfolios?

    b. Management structure/practices – Does the current management have the ability to manage additional development activities? Are the corporate lines of authority for development activities clear? Are policies & procedures in place governing development activities?

c. Pipeline/portfolio – What does the CHDO have as its current project pipeline and program responsibilities? Will it be able to handle the additional project proposed? If the organization pursues housing development, what other activities are likely to suffer or not be able to be pursued due to the effort required for development activities? Does its portfolio of projects/properties evidence competent management and oversight? Do the properties appear to have adequate funding?

d. Staff capacity – Do(es) the identified staff have the time to direct toward management of the proposed project? How strong are staff in the following areas: Legal/financial aspects of housing development? Management of real estate development? Oversight of design & construction management? Marketing & intake? Property management (if applicable)? Are staff encouraged to obtain training and develop new skills? What is their potential for learning skills that they currently do not have?

e. Board expertise/skills – Do board members have professional skills directly relevant to housing development (e.g., real estate, legal, architecture, finance, management)? Has the board demonstrated the ability to make timely decisions? Is there a good relationship between board and staff? Does the board have a committee structure or other means of overseeing planning and development? Has there been stability/continuity of board members over the last several years?

f. Project specific capacity for marketing & sale of homebuyer units or operation of rental units – If a homebuyer project, does the CHDO experience and capacity to market the units and counsel and qualify homebuyers? If a rental project, does the CHDO experience and capacity to oversee the marketing, management and ownership of the project?

5. Development Team Capacity

   a. Development team roles – Are all of the key development team roles filled with qualified individuals or firms?

   b. Partner/consultant – Does the CHDO have a need for a partner or a consultant to supplement its skills and help it to ensure success, while still maintaining development control?

   c. Prior experience – Do team members have prior experience directly relevant to the proposed project?

   d. Experience working together – Have the team members worked together before or demonstrated the ability to work effectively as a team?

6. Fiscal Soundness

   a. Financial management – Is there evidence that the CHDO meets the 84.21 standards? Does it do annual budgeting of its operations and all activities or programs? Does it track and

report budget v. actual income and expenses? Does it have adequate internal controls to ensure separation of duties & safeguarding of corporate assets? Is there sufficient oversight of all financial activities? Is financial reporting regular, current, and sufficient for the board to forecast and monitor the financial status of the corporation?

b. Financial stability – To what extent does the organization have a diversified and stable funding base for operations? How regularly does it experience cash flow problems?

c. Liquidity – Does CHDO management know its current cash position and maintain controls over expenditures? Does the current balance sheet and budget indicate sufficient funds to supports essential operations? Does it have funds available for pre-development expenses capital advances required for development?

d. Audit – Does the CHDO have an annual audit? Is the most recent audit current? Were there management or compliance findings in the last two years? Are finding resolved?

e. Portfolio & corporate liabilities – If it has a portfolio of properties, are they are in stable physical and financial condition or are they a drain on corporate resources? Are there assets at risk of default? Does it collect adequate revenues and management fees from the properties? Does it maintain adequate insurance – liability, fidelity bond, workers comp, property hazard, & project?

7. Other Factors

a. Community relations – How strong are the current reputation of the corporation and the relationship with the community? To what extent does NIMBY opposition exist to low income housing in the service area? To what extent do channels exist for the CHDO to negotiate with the community and potential opponents?

b. Local government relations – How strong is the CHDO's relationship with the local government? How strongly does local government support its housing activities?

c. Lender relations – Does the CHDO have good working relationships with lenders, especially those who might participate in the proposed project?

CHDO Staff Experience & Organizational Capacity Checklist

Check if Adequate Capacity	CHDO Staff & Experience	See Notes	Documentation (identify)	Comments
☐	CHDO has paid staff to manage development project	1		
	○ Paid full-time staff	1a	(payroll, w-2, w-4)	
	○ Paid part-time staff	1a	(payroll, w-2, w-4)	
	○ Contracted staff	1b	(contract, w-9, 1099)	
☐	_____ (name & job title or development role) has relevant experience in:	2		
	☐ Homeownership development	2a	(resume, other)	
	☐ Rental development	2b		
	☐ Other real estate development and management			
	☐ Rehabilitation & other housing program administration			
	☐ Other relevant experience _____			
☐	_____ (name & job title or development role) has relevant experience in:	2		
	☐ Homeownership development	2a		
	☐ Rental development	2b		
	☐ Other real estate development and management			
	☐ Rehabilitation & other housing program administration			
	☐ Other relevant experience _____			
	CHDO Developer Capacity & Fiscal Soundness			
☐	Past and Current Performance	3		
	☐ HOME / CHDO project performance	3a		
	☐ Past development performance	3a		
	☐ Housing program & Federal grant management performance	3b		
☐	Developer Capacity - CHDO	4		
	☐ Organizational structure to support development	4a		
	☐ Management structure to support development	4b		
	☐ Current pipeline / backlog	4c		
	☐ Staff capacity (or consultant contract/plan to train)	4d		
	☐ Board expertise / oversight	4e		
	☐ Skills/capacity to market(for-sale) or manage (rental) units	4f		
☐	Developer Capacity - Development Team	5		
	☐ All development team roles filled with qualified firms/persons	5a		
	☐ Partners/consultants enhance CHDO capacity (if needed)	5b		
	☐ Prior experience - Team successfully developed similar projects	5c		
	☐ Team has demonstrated capacity to work together	5d		
☐	Fiscal Soundness	6		
	☐ Financial management	6a		
	☐ Financial stability	6b		
	☐ Liquidity	6c		
	☐ Audit and reporting	6d		
	☐ Portfolio & corporate liabilities	6e		
☐	Other Factors	7		
	☐ Community relations	7a		
	☐ PJ relations	7b		
	☐ Lender relations	7d		
	☐ Project-specific skills/capacity _____			
☐	**Certification**			**Signature & Date**
The community housing development organization has documented that it has staff with development experience and it has the organizational capacity and the development team to implement the proposed CHDO project.				

1. CHDO Developer Agreement

Item #	Timing	Staff Involved	Policy/Procedure	Reference
4.1.1	Following project selection	Government Accountant	**Rental Developer Agreement:**	Rental Agreement
4.1.2	Following project selection	Government Accountant	**Homeownership Developer Agreement:**	Homeownership Developer Agreement
4.1.3		Government Accountant	**Promissory Note - CHDO as borrower**	Promissory Note.doc
4.1.4			**Forms and Reference Documents**	
4.1.4.1			**Checklist of items that should be included in CHDO Development Agreements:**	Agreement Contents Checklist.xls
4.1.4.2		Government Accountant	**Procedure for Agreement creation and adoption/execution.**	Agreement Establishment Procedures.doc

RENTAL REHABILITATION AGREEMENT BETWEEN THE CITY OF HATTIESBURG AND_____

THIS AGREEMENT, entered into this _____day of _____, 20_____, by and between the City of Hattiesburg (hereinafter referred to as the "CITY"), and _____, a nonprofit corporation (hereinafter referred to as the "DEVELOPER") whose principal office is located at_____.

WHEREAS, the CITY is a recipient of HOME Investment Partnerships grant funds from the United States Department of Housing and Urban Development (HUD) pursuant to 24 CFR 92; and

WHEREAS, the CITY wishes to engage the DEVELOPER to assist the City in utilizing such funds;

WHEREAS, the DEVELOPER has been selected to develop and manage a rental housing Project using HOME funds.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, including the Exhibits, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **CITY**– the City of Hattiesburg's Department of Federal and State Programs is hereby defined as the agency administering the HOME Program for the City of Hattiesburg. For the purpose of this Agreement and all administration of HOME funds, the CITY shall execute fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.

B. **CHDO** – Community Housing Development Organization as defined in 92.2 of the HOME rule.

C. **DIRECTOR** – is hereby defined as the Director of the Department of Federal and State Programs of the City of Hattiesburg.

D. **DEVELOPER FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for the professional, technical and construction services rendered pursuant to this Agreement.

E. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described herein.

F. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

G. **IDIS** – Integrated Disbursement and Information System.

H. **PROJECT COMPLETION** – the Project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed, the CITY has signed off on all work and the work has been performed to the satisfaction of the CITY, the CITY has received all required documents from the DEVELOPER and the project is fully occupied by income eligible households. All documents that enforce the affordability period must be recorded.

Section II – Term of Agreement

The term of this Agreement shall commence on _____, 20__, and shall end on or before the Project Completion deadline of _____, 20__, unless terminated earlier as provided for herein.

The CITY shall provide HOME funds in an amount not to exceed $_____, in accordance with the attached budget hereby attached as Exhibit _____

Interim Milestones/Deadlines (list below):

Milestone	***Deadline***

1. This project is subject to ongoing affordability requirements of the HOME program for __ years from the date of initial occupancy. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. For rental units, this includes ongoing property standards, occupancy and rent limits compliance.

2. Timely completion of the work specified in this Agreement is an integral and essential part of performance.

3. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the DEVELOPER that the Project will be completed as

expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will not be delayed.

4. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of HOME funds.

5. Since it is mutually agreed that time is of the essence in regard to this Agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement, in order to ensure that the project will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the DEVELOPER and its successors and assigns to the Project or any part thereof or any interest therein.

6. In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY promptly in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

A detailed scope of work is attached as exhibit _____. The DEVELOPER, in close coordination with the CITY, shall perform all professional services (the "WORK") necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement:

Project Description *(insert project description, including HOME-assisted unit's description & compliance term)***:**

Project Address:

Legal description:

1. It is understood that the DEVELOPER has provided a specific working budget, exhibit _____ and realistic timetable exhibit _____ as it relates to: acquisition, construction/rehabilitation, soft costs, development fees and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds and allocate HOME and non-HOME funds to activities or line items.

2. The Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal as received by the CITY on_____. The aforementioned document will be considered to be a part and portion of this Agreement for reference.

Section IV – Reimbursement of Expenses

1. Project expenses (excluding Developer fee) shall be paid based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY, see Exhibit _____with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved Project budget. The City will inspect all work to ensure that the work has been completed in accordance with the contract. The CITY shall pay on a reimbursement basis as funds are needed for eligible cost and expenses are incurred.

    a. The DEVELOPER shall submit a HOME Program Request for Payment Form for reimbursement of Eligible Costs. Eligible Costs shall mean those costs provided for in the Budget for the Project. The CITY Inspector will perform a site visit to inspect the work and ensure that the costs have been incurred and the work is eligible for payment.

    b. Upon the CITY's acceptance of a properly submitted Request for Payment form for reimbursement of Eligible Costs and a determination by the Department that the work has been properly completed, the CITY will process the payment. The CITY shall pay the DEVELOPER within thirty (30) calendar days from receipt of the Request for Payment if there are no outstanding documents and all work has been completed.

2. The CITY will retain ten percent (10)% of each project payment draw until Project completion. The DEVELOPER must submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files updated, documentation delivered, required reports completed, receipts submitted along with final invoices, releases of liens, final inspection and Certificate of Completion and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and occupancy of no less than one (1) unit,the CITY will release the final ten percent (10)% withheld. Refer to section VI (4) of this Agreement for payment of developer fees.

3. The CITY reserves the right to inspect records and Project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

4. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the affordability period ends.

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92. In addition, the DEVELOPER must comply with the following requirements specific to this project including, but not limited to the following:

1. No HOME project funds will be advanced, and no costs can be incurred, until the CITY has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

2. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt by the CITY of a release of funds from HUD under 24 CFR Part 58.

3. Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement.

4. HOME funds advanced to the project will be secured by a note and mortgage, and a land covenant as required by 24 CFR Part 92.

5. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

6. The DEVELOPER will not acquire property that is occupied. All properties acquired under this program must be vacant or occupied by the seller. All acquisitions under this program are voluntary acquisitions. If the project is occupied at the time of this commitment, the DEVELOPER, using non-HOME funds, will comply with the relocation requirements of 24 CFR 92.353. The DEVELOPER will provide the seller with a voluntary acquisition notice if the property is being purchased with HOME funds.

7. The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and local codes, Accessibility Standards under 24 CFR 92.251(a)(3), Model Energy Code standards, as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

8. The DEVELOPER will be monitored by the CITY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files and the project site as requested by the CITY during the project term and for five (5) years after the affordability period ends.

9. The DEVELOPER shall ensure that any contractor, subcontractor or participant awarded work under this contract has not been debarred, suspended or determined ineligible to perform work funded by HUD. To determine if a contractor, subcontractor or participant has been debarred, suspended or determined ineligible go to: https://www.epls.gov/.

10. The DEVELOPER (as a CHDO) may retain proceeds as defined in 24 CFR 92.2 from the grant funds provided under this Agreement. The proceeds are to be used for eligible affordable housing activities to benefit low-income families.

11. The DEVELOPER agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to this Project (program literature, brochures, project sign and letterhead) must recognize the City of Hattiesburg and the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program as providing funds for this Project.

12. Subsidy layering. Before committing funds to a Project, the CITY or the DEVELOPER must evaluate the project and will not invest any more HOME funds, in combination with other governmental assistance, than is necessary to provide affordable housing. The cost of this review will be borne by the CITY or the DEVELOPER and this expense may be eligible for reimbursement by HOME funds provided under this Agreement. The DEVELOPER is responsible to ensure that the costs are reasonable.

13. The Developer will include green features, universal design features in its projects to greatest extent feasible and will ensure that all appliances are energy star rated appliances.

14. The CITY will take a 2nd or higher position on its mortgage if required by other funding sources to ensure the feasibility and development of the Project.

15. All claims, disputes and other matters in question arising out of, or relating to, the construction Agreement or the breech thereof, and except for the claims which have been waived by the making or acceptance of the final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

16. The maximum per unit subsidy that may be invested on a per-unit basis in affordable housing may not exceed the per-unit dollar limitations established under section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the area in which the housing is located.

17. Affordability Period

Activity	Minimum period of affordability in years
Rehabilitation or acquisition of existing housing per unit amount of HOME funds: Under $15,000	5
$15,000 to $40,000	10
Over $40,000 or rehabilitation involving refinancing	15
New Construction or acquisition of newly constructed housing	20

18. The DEVELOPER will also comply with the CITY of Hattiesburg's minority outreach WBE/MBE program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into with such persons or entities, public and private, in order to facilitate the activities of the CITY to provide affordable housing.

19. The CITY has the right to reject participation in the project from any contractor that has done previous business with the CITY and has failed to comply with the requirements of the program or who has been involved in litigation with the CITY.

20. All housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, Subparts A, B, J, K, M and R of this title outlined in 92.355.

21. The DEVELOPER will ensure that occupancy complies with the requirements of 92.254(a) (6). The DEVELOPER will ensure that the project is eligible under 92.214, and that it will meet the applicable standards of 24 CFR 92.252 – 253 at occupancy and for the minimum compliance period. The project must meet the State of Mississippi building Construction Codes and the City of Hattiesburg local building codes.

22. The designated HOME-assisted units of this project will meet the affordability requirements as found in 24 CFR 92.252. The DEVELOPER shall collect and maintain project beneficiary information pertaining to household size, income levels, racial

characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with the HOME requirements as stated in the HUD ***"Technical Guide for Determining Income and Allowances Under the HOME Program"*** in accordance with the requirements under 24 CFR Part 5 found at: http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/2005/1780.cfm.

23. With respect to rental units not less than one hundred percent 100 % of:

    a) The families occupying the units shall have annual incomes that do not exceed 60 percent of the median family income for the area, as determined and made available by HUD with adjustments for smaller and larger at the time of occupancy or at the time funds are invested, whichever is later; or

    b) The dwelling units assisted with such funds shall be occupied by families having such incomes; and the remainder of the families receiving such rental assistance are households that qualify as low-income families at the time of occupancy or at the time funds are invested, whichever is later; or

    c) The dwelling units assisted with such funds are occupied by such households.

24. In the selection of occupants for Project units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350. If the Project consists offive (5)or more units, the DEVELOPER will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval by the CITY. A tenant selection plan shall be developed for the project by the Developer and submitted to the City for review no later than 60 days prior to Project completion.

25. The housing must meet the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

26. If the unit is sold through a lease-purchase agreement, the DEVELOPER will ensure compliance with 92.255.

27. The DEVELOPER shall establish grievance procedures for all tenants occupying the property and will provide copies of those grievance procedures to tenants upon execution of a lease.

28. The DEVELOPER will conduct a site and neighborhood standards review for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with § 92.202.

29. The DEVELOPER shall be required to have an Income Eligible Household as a tenant in each HOME Assisted Unit within twelve (12) months of the Project Completion date. If the DEVELOPER fails to comply with this requirement, he shall be required to repay the CITY the HOME funds provided by the CITY for construction of the vacant HOME Assisted Units. The DEVELOPER shall provide the CITY with current marketing efforts and, if appropriate, a plan for enhanced marketing of the HOME Assisted Units.

30. The maximum amount of rent for any HOME Assisted Unit shall be governed by the rent limitations described in 24 CFR 92.252 (a), as may be amended from time to time. The HOME Assisted Units shall be rented at the amounts set forth in Exhibit ____ Project Rents, for the type and size of unit. Where not inconsistent with the terms of a written lease, the DEVELOPER shall provide the Income Eligible Household with not less than thirty (30) days prior written notice before implementing any increase in rent.

    HUD provides the following maximum HOME rent limits. The maximum HOME rents are the lesser of:

    a) The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or

    b) A rent that does not exceed thirty percent (30) % of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

31. In rental projects with five (5) or more HOME-assisted rental units, twenty (20) percent of the HOME-assisted units must be occupied by families whose income does not exceed 50 percent of the median income for the area (LOW HOME RENT), as determined by HUD, with adjustments for number of bedrooms in the unit. The DEVELOPER must establish initial rent and utility allowance for all units.The utility allowance will be deducted from the rent charged to the tenant.The distribution of units based on the HIGH HOME RENTS and LOW HOME RENTS will be as follows:

Unit size	Number of units at High HOME rent	Number of units at LOW HOME rent	Utility allowance	Proposed rent minus utility allowance

32. All proposed rent and utility allowances must be approved by the CITY.

33. The HOME Assisted Units shall be deemed floating units providing the DEVELOPER with the flexibility to designate different units in the Project at different times as HOME

Assisted Units; provided, however, that the DEVELOPER maintains the amount of total units with the same unit mix (i.e., number by each bedroom size). The DEVELOPER agrees that One Hundred percent (100%) of the HOME Assisted Units shall be occupied by Income Eligible Households and the rent shall meet the requirements of 24 C.F.R. 92.252(b)(1) or (2). The DEVELOPER shall be responsible for obtaining initial income certification at the time of the initial leasing of the HOME Assisted Units to Income Eligible Households. In addition, each year during the period of affordability the DEVELOPER must re-examine each tenant's annual income. An owner of a multifamily project with an affordability period of ~~10~~ten years or more who re-examines tenant's annual income through a statement and certification in accordance with 92.203(a)(1)(ii) must examine the income of each tenant in accordance with 92.203(a)(1)(i), every sixth year of the affordability period. If there is evidence that the tenant's written statement failed to completely and accurately state information about the family's size or income, the DEVELOPER must re-examine the tenants household income in accordance with 92.203(a)(1)(i).The DEVELOPER shall provide income certification information of each tenant residing in the project to the CITY, upon the CITY's request.

34. Tenants who no longer qualify as low-income families must pay 30 percent of the family's adjusted income, except that tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Ssection 42. In addition, in projects in which the HOME units are designated as floating pursuant to paragraph (j), tenants who no longer qualify as low-income are not required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood.

35. Any proposed rent increases must be approved by the CITY in writing before they can be charged to the tenants and in conjunction with State Landlord Tenant Law.

36. The tenant protection requirements of 92.253 apply to this project.

    a. *Lease.* The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.

    b. *Prohibited lease terms.* The lease may not contain any of the following provisions:

        i. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

        ii. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning

disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;

iii. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

iv. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

v. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

vi. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;

vii. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

viii. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

c. *Termination of tenancy.* An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination oftenancy.

d. *Tenant selection.* An owner of rental housing assisted with HOME funds must adopt written tenant selection policies and criteria and is submitted and approved by the CITY prior to initial occupancy that:

i. Are consistent with the purpose of providing housing for very low-income and low-income families;

ii. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;

iii. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and

iv. Give prompt written notification to any rejected applicant of the grounds for any rejection.

37. All contracts and subcontractors shall comply with the Labor requirementsin 92.354. Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).

Section VI - Funding and Method of Payment

1. The DEVELOPER may be obtaining funding for the project from various sources. The maximum amount payable by CITY under this Agreement shall be _____ and 00/100 ($0.00). The City's payment shall always be a proportionate share of all funds invested in the project. The HOME Funds provided by CITY to the DEVELOPER shall be in the form of a deferred payment forgivable loan, zero percent interest, pro-rated over the course of the Affordability Period. At Loan closing, the DEVELOPER shall execute and CITY shall record, at the DEVELOPER's expense, in the Public Records of Forrest County, Mississippi, a Mortgage, and Promissory Note ("Note"), and a Declaration of Restrictive Covenants to ensure that the HOME Assisted Units remain affordable during the Affordability Period.

2. Project expenses (excluding DEVELOPER Fees) shall be paid on a reimbursement basis based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY, see exhibit _____, with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved Project budget. Budget revision and approval by the CITY shall be required prior to payment of any expenses not conforming to the approved project budget.

3. Payment request shall not exceed one payment per month and payments must be submitted along with any progress reports required by the CITY. The CITY retains the right to withhold payment for missing and incomplete progress reports.

4. The CITY will retain 10% of each payment draw until Project completion. When the DEVELOPER submits all required documentation for final payment including; but not limited to, a project completion report, receipts, final invoices and TENANT information, releases of liens, final inspection and Certificate of Completion from the building department, the CITY will release the final 10% withheld.

5. The CITY reserves the right to inspect records and the Project site to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

6. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five (5) years after the affordability period ends.

7. DEVELOPER Fee
   A DEVELOPER'S Fee is compensation to the developer for the time and risk involved to develop the project. It is typically based on the size of the project, the total development cost and the risk associated with the project. The DEVELOPER's fee is expressed as a percentage of the total development cost. DEVELOPERS who perform work in a timely fashion and comply with the timelines outlined in the Agreement will receive a DEVELOPER's fee of no more than 10% of the total HOME funds awarded under the Agreement.

   The DEVELOPER fee will be paid as follows:

   a) 50% of the DEVELOPER fee will be paid when the project is 50% completed based on the timeline in the Agreement. The DEVELOPER must meet the threshold requirements as stated in the Agreement and the fee will be approved for payment by CITY staff based on a review of project status, documentation submitted and inspections passed.
   b) The final 50% of the DEVELOPER fee will be paid when the project is 100% completed as defined below ***and***

      1. For rental projects, no less than 75% of the units are occupied and leased.
      2. For homeownership projects, 100% of the units have been sold to eligible households.

   For the purpose of complying with this requirement, completion shall mean that all necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy.

8. Project Penalties

   Time is of the essence in the completion of all projects under the HOME program. DEVELOPERs who do not perform in accordance with the timeline and budget stipulated in the Agreement will be subject to penalties for lack of performance. The CITY will closely monitor performance and will enforce the following penalties when the CHDO fails to carry out its contractual obligations under the Agreement.

   a) For new construction projects that involve site acquisition:

1. Failure by the DEVELOPER to provide a warranty deed showing ownership and title to property according to the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The Agreement will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred related to the acquisition of the property.

b) For existing properties already owned by the DEVELOPER
    1. Failure by the DEVELOPER to provide an active building permit issued by the City of Hattiesburg building department within the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The contract will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred up to the date that the Agreement is cancelled or thereafter.

c) Failure by the DEVELOPER to meet the 50% completion timeline outlined in the Agreement will result in a loss of 50% of the total DEVELOPER fee approved under the Agreement.

d) Failure of the DEVELOPER to complete 100% of the project within the timeline specified in the Agreement will result in:
    1. A 50% reduction of the DEVELOPER fee authorized under the terms of the Agreement **and**
    2. Suspension of the CHDO from participation under the HOME program for not less than one (1) year after the date the project is completed, or the next CHDO reservation funding cycle, whichever occurs later.

e) The CITY retains the right to require a CHDO who has failed to comply with the terms outlined in the Agreement, to transfer title and ownership of the property to the CITYor an agency designated by the CITY to carry out the terms and conditions of the contract in a timely manner. The CITY will consider the CITY's total investment in the property, the stage of project construction, the feasibility that the project will be completed by the HOME program deadlines by the current developer, the date the project will be completed by the new developer and the timing for meeting a national objective up to and including occupancy of the unit. The decision to transfer the title of the property will be based on the decision that is in the best interest of the HOME program, the City of Hattiesburg and its residents. The final decision to transfer title of the property will require approval by the City of Hattiesburg City Council.

f) Developers that experience delays caused by reasons beyond their control in accordance with Section II (6) of this Agreement must submit the reasons for delay and supporting documentation in writing to the Program Director. Extensions will be reviewed by the Director in consultation with City staff. The DEVELOPER will be notified in writing of the department decision to approve the Project delay.

g) At the time that the CITY approves project delay, new timelines will be established for the Project in the form of an amendment to the existing contract. The

DEVELOPER must comply with the new timelines. Failure by the DEVELOPER to comply with the new timeliness will trigger the penalties stated above.

9. The DEVELOPER shall have standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management Systems;"

10. HOME Funds shall not be reimbursed by the CITY until the funds are needed for the payment of Eligible Costs. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of CITY. The CITY may reallocate unexpended HOME Funds to other HOME Program projects if approved for funding by the Governing Body.

11. The DEVELOPER shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from CITY for such subcontracted work or supplies, if all required and supporting documentation is provided and the work is completed in accordance with the contract documents.

12. For purposes of this section, Requests for Payment, reports and other documentation required under this Agreement, must be submitted within sixty (60) days of project completion. Reports submitted after that date may not be honored by the CITY, at the discretion of the CITY.

13. The DEVELOPER shall furnish to the CITY all reports required by the HUD and such additional reports as may be necessary to comply with allapplicable laws, regulations, guidelines, and conditions specified in this Agreement and further, the DEVELOPER and any contractors or subcontractors shall provide any other reports deemed necessary by the CITY.

14. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review the DEVELOPERS performance and operation of the HOME program to be performed under this Agreement; and in connection therewith, all of the above mentioned entities shall have the right to inspect any and all records, books, documents, or papers of the DEVELOPER, Contractor and the subcontractors of Contractor, for the purpose of making audit examination, excerpts and transcriptions.

Section VII - CHDO Proceeds

The City of Hattiesburg will allow CHDOs that utilize CHDO reservation funds to develop, rehabilitate, sell or rent housing benefiting income eligible households to retain project proceeds.

Definition of Project Proceeds:

Project proceeds are funds generated by the project and paid to the DEVELOPER from activities carried out with HOME funds. Projects proceeds include:

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;

2. Payments of principal and interest on loans made using HOME funds;

3. Proceeds from the sale of loans made with HOME funds;

4. Proceeds from the sale of obligations secured by loans made with HOME funds;

5. Interest earned on program income pending its disposition; and

6. Any other interest or return on the investment permitted under § 92.205(b) of HOME funds

All project proceeds received by the CHDO must be used for affordable housing activities to benefit low-income households.

The CHDO will be required to track the investment of project proceeds for housing activities to benefit low-income households. The CHDO must maintain supporting documentation related to the use of these funds for monitoring purposes.

Eligible Uses of Project Proceeds:

CHDOs allowed to retain project proceeds must use the funds for housing activities to benefit low-income families as required by 24 CFR 92.300(a)(2). Low-income households that do not exceed 80% of the Area Median Income as established by HUD on an annual basis.

Affordable housing activities which may be funded with CHDO proceeds include but are not limited to: emergency repairs, project operating costs and reserves, housing refinancing costs, CHDO operating expenses, and homebuyer counseling.

CHDO proceeds which are retained by a CHDO are not subject to the requirements of the HOME regulations, except for 24 CFR 92.300(a)(2). Thus, the Davis-Bacon Act, National Environmental Policies Act and Uniform Relocation Assistance and Real Property Acquisition Policies Act do not apply to the use of CHDO proceeds. However, because CHDO proceeds are derived from the expenditure of HOME funds, any activities which are funded with CHDO proceeds may not be contributed as match.

Section VIII – Repayment of Loan

1. All HOME funds are subject to repayment in the event the PROJECT does not meet the Project Requirements as outlined above.

2. It is understood that upon the completion of the PROJECT, any HOME funds reserved but not expended under this Agreement will revert to the CITY.

3. The funds will remain a deferred loan for the period of affordability, at which time the loan may be forgiven. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this Agreement, the note and mortgage, and the restrictive covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

Section IX – CHDO Provisions

1. If the DEVELOPER is a CHDO, the requirements in this section apply to CHDO developers, sponsors and owners. It is understood that the DEVELOPER has certified that it is and will maintain CHDO status for the term of the AGREEMENT in accordance with 24 CFR 92. DEVELOPER agrees to provide information as may be requested by the CITY to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.

2. Any funds advanced as the CHDO as pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

3. Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208. The City of Hattiesburg can provide up to five (5) percent of its fiscal year HOME allocation for operating expenses to the CHDO. These funds may not be used to pay operating expenses incurred by a CHDO acting as a subrecipient or contractor under the HOME Program. Operating expenses means reasonable and necessary costs for the operation of the CHDO. Such costs include salaries, wages, and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies. The requirements and limitations on the receipt of these funds by CHDOs are set forth in 92.300(e) and (f).

4. A CHDO that receives assistance under this part must adhere to the Tenant Participation Plan requirements under 92.303 that require a fair lease and grievance procedure approved by the CITY and must provide a plan for and follow a program of tenant participation in management decisions.

SectionX – Procurement Standards

1. The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. The Developer's procurement procedures must be approved by the City. All costs will be reviewed by the City to assure reasonableness.

2. In addition, it is understood that any DEVELOPER that can be considered to be a religious or faith based organization shall abide by all portions of 24 CFR 92.257.

SectionXI – Conflict of Interest Provisions

1. The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

2. HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the Agreement and the selection of tenant households to occupy HOME-assisted units.

3. No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

    a. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

    b. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER, including:

        i. Occupancy of a rental housing unit in a HOME-assisted rental project;

        ii. Receipt of HOME tenant-based rental assistance;

4. This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME assisted unit as the on-site project manager or maintenance worker.

5. In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the CITY shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

6. Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the CITY. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance.

7. The CITY may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section XII – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

1. The CITY shall provide to the DEVELOPER information regarding its requirements for the Project.

2. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to, income limits, property value limits and rent limits.

3. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

4. The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

5. The CITY shall monitor, review, and evaluate the financial procedures of the DEVELOPER through documents submitted to the CITY and on-site monitoring. The DEVELOPER shall provide to the CITY such reports, and make available to the CITY such records that will be necessary for a proper financial evaluation. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the CITY shall schedule at least one on-site visit during the term of said Agreement and other visits that may be needed.

6. The Department of Federal and State Programs, on behalf of the CITY shall monitor, review, and evaluate the DEVELOPER. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the Department shall schedule at least one (1) on-site visit and other visits that may be needed during the course of said Agreement. At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, data, and information as may be necessary.

7. Within a reasonable period of time (generally 45 days) after the monitoring visit, the Department of Federal and State Programs shall furnish to the DEVELOPER a letter and any necessary reports summarizing the monitoring visit. Such letters and reports will include any findings or concerns and recommendations for improvement.

8. The DEVELOPER shall have 30 days from the receipt of a financial or programmatic monitoring letter to address any findings or concerns. Should the concerns not be

addressed in a manner acceptable to the CITY, this Agreement shall be terminated in accordance with the provisions for termination outlined in this Agreement.

9. Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XIII – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

1. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, familial status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

2. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The DEVELOPER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders,

this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. The DEVELOPER will include the provisions of this Agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24,1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance.

SectionXIV – Section 3 Compliance

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The DEVELOPER will comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by the execution of this Agreement, the DEVELOPER certifies that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

3. The DEVELOPER, its contractors and subcontractors, if applicable agree to send to each labor organization or representative of workers with which the DEVELOPER, its contractors and subcontractors has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the DEVELOPER, its contractors and subcontractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The DEVELOPER, its contractors and subcontractors agree to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the

subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The DEVELOPER and its contractors will not subcontract with any subcontractor where the DEVELOPER or its contractors has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5. The DEVELOPER, its contractors and subcontractors will certify that any vacant employment positions, including training positions, that are filled (1) after the DEVELOPER, its contractors and subcontractors are selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the DEVELOPER or contractor's obligations under 24 CFR Part 135.

6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

Section XV – Compliance with Federal, State & Local Laws

1. The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local, and Federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing, Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

2. The DEVELOPER 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), Executive Order 11738, and Environmental Protection CITY regulations(40 CFR Part 15).

3. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000. The DEVELOPER also agrees to take such action as the Federal, state or local government may direct to enforce aforesaid provisions.

4. Minority/Women's Businesses, Executive Orders 11625, 12432, and 12138 Under Executive Orders 11625, 12432, and 12138, the CITY must prescribe procedures acceptable to HUD for minority outreach programs to ensure that they are making concerted efforts to attract minority groups to the procurement process. The Developer agrees to assist the City to the greatest extent possible to meet the goals and objectives of

this section. The DEVELOPER will submit, on an annual basis, a listing of all MBE/WBE contracts awarded including dollar amount of the contract and how the business qualifies.

The regulations require that the following minimum affirmative steps are taken to ensure MBE/WBE is afforded every opportunity to participate in generated contracts.

a) Placing minorities and women on solicitation lists;
b) Assuring that MBE and WBE firms are solicited whenever they are potential sources;
c) Dividing the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business enterprises, and women business enterprises;
d) Where the requirement permits, establishing delivery schedules that encourage participation by small and minority business enterprises, and women business enterprises;
e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
f) Requiring the prime contractor, if subcontractors are to be let, to take all the same.

5. Drug-Free Workplace: The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.)* and HUD's implementing regulations at 24 CFR Part 21.

DEVELOPERS are required to provide a drug-free workplace by taking the following steps. DEVELOPER and third party contractor/consultants failing to meet these requirements will be subject to penalties:

a) Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
b) Establish a drug-free awareness program to make employees aware of: a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
c) Notify employees that as a condition of employment on a Federal contract or grant, the employee must: a) abide by the terms of the policy statement; and b) notify the employer, within five (5) calendar days, if he or she is convicted of a criminal drug violation in the workplace.
d) Notify the contracting or granting agency within ten (10) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
e) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
f) Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.

Section XVI – Enforcement, Suspension and Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination.

Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

24 CFR 92.504(c)(13) contains provisions for the enforcement of this Agreement. In accordance with 24 CFR 85.43, this Agreement may be suspended or terminated prior to the expiration of the term by unanimous written Agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part, upon ten (10) day written notice from the CITY to the DEVELOPER including, but not limited to the following reasons:

1. Failure to perform the services set forth in the scope of services and requirements incident thereto.
2. Failure to comply with the provisions of this Agreement.
3. Making unauthorized or improper use of funds provided under this Agreement.
4. Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.
5. The carrying out of the Scope of Services or the objectives of this Agreement is rendered improvable, unfeasible, impossible, or illegal.
6. Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available or if HUD suspends funds for any reason.
7. Upon the determination of the CITY that the Agreement be suspended or terminated, without cause.
8. Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

Section XVII – Termination for Convenience of the CITY

In accordance with 24 CFR 85.44 the CITY may terminate for its convenience this Agreement at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an

amount which bears the same ratio to the total compensation as the services actually performed to the total service of the DEVELOPER covered by this Agreement, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVIII – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in this Agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the CITY or an agent of the CITY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this Agreement, in a court of equity. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XIX – Reporting Responsibilities

The DEVELOPER agrees to submit monthly reports to the CITY on the progress of the project. Reports are due the 15th of each month and will cover activities for the prior month. The CITY retains the right to request additional documentation to comply with HUD's reporting requirements. If the DEVELOPER fails to submit the monthly progress reports by the due date, no payments will be made to the DEVELOPER under this AGREEMENT until all outstanding reports have been submitted.

The CITY will send the DEVELOPER one reminder notice if the report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the

CITY information as required to determine program eligibility, and financial records pertinent to the project.

At project completion, the DEVELOPER will provide a Project Progress Report signifying completion, with all data and supporting documentation for project closeout as may be required by the CITY.

Section XX – Inspection, Monitoring & Access to Records

1. All records will be maintained by the DEVELOPER for five (5) years after the affordability period ends.

2. The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER, at any, and all reasonable times.

3. The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after the affordability period ends.

4. The DEVELOPER will provide the CITY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT becomes complete pursuant to the requirements of OMB Circular A-133.

5. Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, process site access, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

6. The DEVELOPER shall maintain all records required by the Federal regulations specified in 92.508 that are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:

    a) A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and tenants assisted with HOME funds.

    b) The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.

    c) Records demonstrating that each rental housing project meets the minimum per-unit subsidy amount of § 92.205(c), the maximum per-unit subsidy amount of § 92.250(a) and the subsidy layering guidelines adopted in accordance with § 92.250(b).

    d) Records demonstrating that each project meets the property standards of § 92.251 and the lead based paint requirements of § 92.355.

e) Records demonstrating that each family is income eligible in accordance with § 92.203.

f) Records demonstrating that each rental housing project meets the affordability and income targeting requirements of § 92.252 for the required period. Records must be kept for each family assisted.

g) Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing complies with the refinancing guidelines established in accordance with § 92.206(b).

h) Records demonstrating that any pre-award costs charged to the HOME allocation meet the requirements of § 92.212.

i) Records demonstrating that a site and neighborhood standards review was conducted for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with § 92.202.

Section XXI– General Conditions

1. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier. Notices shall be mailed to the following address:

CITY address _____
DEVELOPER address _____

2. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

3. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

4. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

5. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Mississippi.

6. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or

otherwise unenforceable under the laws of the State of Mississippi or the City of Hattiesburg, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

7. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

8. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

9. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the Federal, state or local government may direct to enforce aforesaid provisions.

10. The obligations undertaken by the DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless the CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

11. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

12. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the CITY.

13. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

Section XXII– Insurance

1. The DEVELOPER shall keep the improvements now existing or hereafter erected on the site subject to this Agreement insured against loss by fire, extended flood coverage, vandalism and malicious mischief, hazards, and such may require and in such amounts as CITY may require. The insurance requirements shall remain in effect until the

Affordability Period expires, unless this Agreement is terminated earlier. The CITY shall be named as an additional insured.

2. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of one million dollars ($1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and shall include Premises and/or operations, independent contractors, Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

3. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability. The DEVELOPER shall carry Workers' Compensation insurance for all employees in compliance with the "Workers' Compensation Law" of the State of Mississippi and all applicable federal laws.

4. The DEVELOPER shall require its General Contractor to provide Builder's Risk Insurance in the amount of one hundred percent (100%) of replacement value of the completed structure until Project Completion. Such Builder's Risk policy shall be an all risk form with a deductible not to exceed ten thousand dollars ($10,000.00) each claim and shall contain a loss payable clause to include City of Hattiesburg, Mississippi. The DEVELOPER shall furnish to the CITY Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of work under this Agreement. Coverage shall not cease and is to remain in force until all performance required work is completed.

5. The DEVELOPER shall furnish copies of all licenses and certifications of Public Liability Insurance for all HOME projects upon request by the CITY.

Section XXIII- Indemnification

1. The DEVELOPER shall at all times hereafter indemnify, hold harmless and defend the CITY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of the DEVELOPER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the CITY, any sums due to the DEVELOPER under this Agreement may be retained by the CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the CITY.

2. In the event that the DEVELOPER contracts with a third party ("Contractor") to provide the construction related services set forth herein, any contract with such third party shall include the following provisions:

    a. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. These indemnifications shall survive the term of this Contract.

3. The DEVELOPER shall comply with the anti-lobbying legislation set forth in 24 CFR 91.225 in CITY's Consolidated Plan submitted to HUD for the HOME Program; both incorporated herein by reference.

4. The DEVELOPER shall indemnify and save the CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

IN WITNESS THEREOF,
The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

CITY	**DEVELOPER**
By: _____ Johnny L. DuPree, Mayor	By: _____
Date: _____	Date: _____
Attest: _____ Eddie Myers City Clerk	Attest: _____
Date: _____	Date: _____

HOMEOWNERSHIP AGREEMENT BETWEEN THE CITY OF HATTIESBURG

AND _____

THIS AGREEMENT, entered into this_____day of _____, 20____ by and between the City of Hattiesburg (hereinafter referred to as the "CITY"), and _____, a nonprofit corporation (hereinafter referred to as the "DEVELOPER") whose principal office is located at _____.

WHEREAS, the CITY is a recipient of HOME Investment Partnerships grant funds from the United States Department of Housing and Urban Development (HUD) pursuant to 24 CFR 92; and

WHEREAS, the CITY wishes to engage the DEVELOPER to assist the City in utilizing such funds;

WHEREAS, the DEVELOPER has been selected to utilize HOME funds to develop and sell **(##)** single-family home(s) to income eligible household(s) as outlined in this agreement;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Exhibits, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

a. **CITY** – is hereby defined as the Department of Federal and State Programs the agency administering the HOME Program for the CITY of Hattiesburg. For the purpose of this Agreement and all administration of HOME funds, the CITY shall execute fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.

b. **CHDO** – Community Housing Development Organization as defined in 92.2 of the HOME rule.

c. **DIRECTOR** – is hereby defined as the Director of the Department of Federal and State Programs of the CITY of Hattiesburg.

d. **DEVELOPER FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for the professional, technical and construction services rendered pursuant to this Agreement.

e. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described herein.

f. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

g. **IDIS** – Integrated Disbursement and Information System.

h. **PROJECT COMPLETION** – the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed, the CITY has signed off on all work and the work has been performed to the satisfaction of the CITY, the CITY has received all required documents from the DEVELOPER and the project is fully occupied by income eligible households. All documents that enforce the affordability period must be recorded.

Section II – Term of Agreement

The term of this Agreement shall commence on _____, 20__, and shall end on or before the Project Completion deadline of _____, 20__, unless terminated earlier as provided for herein.

The CITY shall provide HOME funds in an amount not to exceed $_____, in accordance with the attached budget hereby attached as Exhibit _____

The DEVELOPER expressly agrees to complete all work required by this Agreement in accordance with the timetable set forth.

Project Start Date: _____

Project Completion Date: _____

Interim Milestones/Deadlines (list below):

Milestone	***Deadline***

1. This project is subject to ongoing affordability requirements of the HOME program. The affordability period for this project shall be _____ years from the date the project has been completed, including the project being sold to an eligible buyer. The Provisions of

this Agreement shall remain in effect for the affordability period. During this compliance period, the DEVELOPER will assure continued compliance with the HOME requirements for homebuyer units. This includes monitoring units for principal residency and recapture of funds if the property is sold and is no longer the primary residence of the homebuyer.

2. Timely completion of the work specified in this agreement is an integral and essential part of performance.

3. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will not be delayed.

4. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of HOME funds.

5. Since it is mutually agreed that time is of the essence in regard to this Agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the DEVELOPER and its successors and assigns to the project or any part thereof or any interest therein.

6. In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER; the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY promptly in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

A detailed scope of work is attached as exhibit _____. The DEVELOPER, in close coordination with the CITY, shall perform all professional services (the "WORK") necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement:

Project Description*(insert project description, including HOME-assisted unit's description & compliance term)*:

Project Addresses:

Legal Description:

1. It is understood that the DEVELOPER has provided a specific working budget, exhibit _____ and realistic timetable exhibit _____ as it relates to: acquisition, construction/rehabilitation, soft costs, development fee, closing costs, and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds and allocate HOME and non-HOME funds to activities or line items.

2. The Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal as received by the CITY on_____. The aforementioned document will be considered to be a part and portion of this Agreement for reference.

Section IV – Reimbursement of Expenses

1. Project expenses (excluding Developer fee) shall be paid based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY, see Exhibit _____with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved Project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved Project budget. The City will inspect all work to ensure that the work has been completed in accordance with the contract. The CITY shall pay on a reimbursement basis as funds are needed for eligible cost and expenses are incurred.

    a. The DEVELOPER shall submit a HOME Program Request for Payment Form for reimbursement of Eligible Costs. Eligible Costs shall mean those costs provided for in the Budget for the Project. The CITY Inspector will perform a site visit to inspect the work and ensure that the costs have been incurred and the work is eligible for payment.

    b. Upon the CITY's acceptance of a properly submitted Request for Payment form for reimbursement of Eligible Costs and a determination by the Department that the work has been properly completed, the CITY will process the payment. The CITY shall pay the DEVELOPER within thirty (30) calendar days from receipt of the Request for Payment if there are no outstanding documents and all work has been completed.

2. The CITY will retain 10% of each project payment draw until Project completion. The DEVELOPER must submit a final invoice upon completion. Final payment shall be made

after the CITY has determined that all services have been rendered, files updated, documentation delivered, required reports completed, receipts submitted along with final invoices, releases of liens, final inspection and Certificate of Completion and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and occupancy of no less than one (1) unit,the CITY will release the final 10% withheld. Refer to section VI (4) of this Agreement for payment of developer fees.

3. The CITY reserves the right to inspect records and Project sites to determine thatreimbursement and compensation requests are reasonable. The CITY also reserves the right tohold payment until adequate documentation has been provided and reviewed.

4. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining toany payment by the CITY. Said records shall be maintained for a period of five years afterthe affordability period ends.

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFRPart 92. In addition, the DEVELOPER must comply with the following requirements specific to this project, including but not limited to, the following:

1. No HOME project funds will be advanced, and no costs can be incurred, until the CITY has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

2. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt by the CITY of a release of funds from HUD under 24 CFR Part 58.

3. Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement.

4. HOME funds advanced to the project will be secured by a note and mortgage, and a land covenant as required by 24 CFR Part 92.

5. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

6. The DEVELOPER will not acquire property that is occupied. All properties acquired under this program must be vacant or occupied by the seller. All acquisitions under this program are voluntary acquisitions. If the project is occupied at the time of this commitment, the DEVELOPER, using non-HOME funds, will comply with the relocation requirements of 24 CFR 92.353. The DEVELOPER will provide the seller with a voluntary acquisition notice if the property is being purchased with HOME funds.

7. The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and local codes, Accessibility Standards under 24 CFR 92.251(a)(3), Model Energy Code standards, as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

8. The DEVELOPER will be monitored by the CITY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files and the project site as requested by the CITY during the project term and for five (5) years after the affordability period ends.

9. The DEVELOPER shall ensure that any contractor, subcontractor or participant awarded work under this contract has not been debarred, suspended or determined ineligible to perform work funded by HUD. To determine if a contractor, subcontractor or participant has been debarred, suspended or determined ineligible go to: https://www.epls.gov/.

10. The DEVELOPER (as a CHDO) may retain proceeds as defined in 24 CFR 92.2 from the grant funds provided under this Agreement. The proceeds are to be used for eligible affordable housing activities to benefit low-income families.

11. The DEVELOPER agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to this Project (program literature, brochures, project sign and letterhead) must recognize the City of Hattiesburg and the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program as providing funds for this Project.

12. Subsidy layering. Before committing funds to a Project, the CITY or the DEVELOPER must evaluate the project and will not invest any more HOME funds, in combination with other governmental assistance, than is necessary to provide affordable housing. The cost of this review will be borne by the CITY or the DEVELOPER and this expense may be eligible for reimbursement by HOME funds provided under this Agreement. The DEVELOPER is responsible to ensure that the costs are reasonable.

13. The Developer will include green features, universal design features in its projects to greatest extent feasible and will ensure that all appliances are energy star rated appliances.

14. The CITY will take a 2nd or higher position on its mortgage if required by other funding sources to ensure the feasibility and development of the Project.

15. All claims, disputes and other matters in question arising out of, or relating to, the construction Agreement or the breech thereof, and except for the claims which have been waived by the making or acceptance of the final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

16. The maximum per unit subsidy that may be invested on a per-unit basis in affordable housing may not exceed the per-unit dollar limitations established under section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the area in which the housing is located.

17. Affordability period.

Homeownership assistance HOME amount per-unit	Minimum period of affordability in years
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

The funds provided to eligible households to make the unit affordable under this program are subject to affordability requirements in accordance with 92.254. During the affordability period the homebuyer must maintain the home as his/her principal place of residence at all times. The assistance is forgiven 20%, 10% or 7% a year over the affordability period. At the end of the affordability period the mortgage lien is released in full if the owner has complied with all of the terms of the program.

18. The DEVELOPER will also comply with the CITY of Hattiesburg's minority outreach WBE/MBE program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into with such persons or entities, public and private, in order to facilitate the activities of the CITY to provide affordable housing.

19. The CITY has the right to reject participation in the project from any contractor that has done previous business with the CITY and has failed to comply with the requirements of the program or who has been involved in litigation with the CITY.

20. All housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, Subparts A, B, J, K, M and R of this title outlined in 92.355.

21. The DEVELOPER must have developed a waiting list of buyers that are determined eligible by the CHDO under the HOME program requirements. There shall be no less than one (1) eligible buyer for each unit to be sold.

22. Units that do not have a ratified sales contract within six months (6) after the Certificate of Occupancy has been issued must convert to rental. The DEVELOPER must notify the CITY that the units have remained unsold for the six-month period. No later than 30 days after the six-month period, the CITY will execute a rental agreement with the DEVELOPER for the CHDO's day-to-day management and administration of the rental unit(s) in compliance with 92.252. This agreement serves as acceptance on the part of the DEVELOPER of the responsibilities of a Rental Project should the DEVELOPER fail to sell the units, and the DEVELOPER herein acknowledges receipt of the City of Hattiesburg's standard agreement related to HOME-funded rental projects, which the DEVELOPER agrees to execute. Failure or refusal by the DEVELOPER to execute such a document will result in the required repayment of all HOME funds.

23. The homebuyer will maintain adequate hazard and flood insurance coverage, if applicable, on the property acquired, during the affordability period and will name the City of Hattiesburg as an additional insured.

24. The DEVELOPER will ensure that all HOME assisted units meet the following requirements:
    a) The housing must be single-family housing or condominiums. No manufactured housing is allowed to be purchased under this program.

    b) The housing must be modest housing as follows:

        1. In the case of acquisition of newly constructed housing or standard housing, the housing has a purchase price for the type of single-family housing that does not exceed 95 percent of the median purchase price. In the case of acquisition with rehabilitation, the housing has an estimated value after rehabilitation that does not exceed 95 percent of the median purchase price for the area as set forth in 24 CFR Part 92.254(a), but subject to change. The most current HUD limits can be found at:

        http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/maxprice.cfm

25. Type of Ownership: The property must be acquired in fee simple title by both the DEVELOPER and, subsequently, the HOMEBUYER.

26. Accessible units: the DEVELOPER will incorporate accessibility features, universal design and green features to the units that will be developed. All appliances must meet energy star requirements.

27. In the event that a HOMEBUYER sells the home, rents the home, or fails to keep the home as their primary residence or if the home is foreclosed during the affordability period, then the HOME assistance to the buyer (entire loan amount-less forgiven amount) will be recaptured by the CITY. If the net proceeds are sufficient (amount of proceeds remaining after any superior loans plus any legal fees and closing costs are paid) the proceeds will be used to repay the HOME assistance.

28. Consequently, if the proceeds exceed the loan amount as set forth herein, the HOMEBUYER will be entitled to retain any remaining proceeds of the sale. If there are no net proceeds, then no repayment will be required. The recaptured funds must be returned to the CITY immediately upon receipt, but no later than 30 days after receipt by the DEVELOPER. The DEVELOPER shall identify the original buyer including the property address associated with the recaptured funds.

29. The housing must be acquired by a HOMEBUYER whose household qualifies as a low-income household and the housing must be the principal residence of the household throughout the affordability period. Low income is defined as households whose income does not exceed 80% of the area median income as defined by HUD and adjusted for household size. The household will be determined income eligible in accordance with IRS 1040 adjusted gross income as outlined in 92.203 (b) (3). The DEVELOPER is responsible for qualifying the household as income eligible for assistance. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD "Technical Guide for Determining Income and Allowances under the HOME Program found at:
http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/2005/1780.cfm.

30. Once initial eligibility of the HOMEBUYER is determined, the DEVELOPER is required to:

    a) Submit the income verification information to the CITY for review. The CITY will notify the DEVELOPER that it concurs with the applicant's eligibility for the program and the CITY will provide written approval for the DEVELOPER to issue an award letter to the applicant.

       Income verifications under the HOME program must be dated no earlier than six (6) months prior to receipt of assistance. After six months, applicant verifications must be redone and household income must be recalculated to determine that the household still meets the income requirements.

    b) Collect and maintain project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner.

31. The CITY retains the right to withhold payment if the DEVELOPER fails to carry out the activities authorized under this Agreement in accordance with the timeline and schedule

provided. Time is of the essence under this Agreement and the HOME program sets specific deadlines for reporting of expenditure of funds. The DEVELOPER must comply with the timeframes stipulated under this Agreement and in the event that the project cannot be completed on schedule, the DEVELOPER must immediately notify the CITY. Refer to Section II (7) for factors beyond the DEVELOPER'S control. Specific penalties for non-performance are outlined in Section VI (6) of this Agreement.

32. In the selection of occupants for Project units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

33. The DEVELOPER will comply with the City of Hattiesburg's Affirmative Fair Housing Policy in marketing the homes for sale.

    a. The DEVELOPER will use the Fair Housing and Equal Opportunity Logo in all of its advertising for properties built with HOME funds.

    b. The DEVELOPER will post a Fair Housing poster in its office in a location that is visible to the public being served under the HOME program. For a Spacing copy of the poster go to: http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_7802.pdf

    c. All advertising, applications and marketing tools prepared by the DEVELOPER for the sale of HOME assisted units shall include the following language "We comply with the Fair Housing Law. Our office does not discriminate on the basis of race, color, national origin, religion, sex, familial status or disability".

    d. The DEVELOPER will provide all program participants with a copy of the "Fair Housing Equal Opportunity for All" brochure. A copy of the brochure can be found at: http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12146.pdf

34. The CITY shall record a mortgage and note on the property when sold for the affordability period in compliance with 24 CFR 92.254 and that the CITY will monitor each unit for principal residency on an annual basis.

35. Each year, the DEVELOPER will mail a form letter to the HOMEBUYER requesting that they confirm their continued occupancy of the property for the term of the affordability period. The form shall be retained in a file by the DEVELOPER as documentation that the unit remains occupied by the original HOMEBUYER. These files shall be available to the CITY upon request.

Section VI - Funding and Method of Payment

1. The DEVELOPER may be obtaining funding for the project from various sources. The maximum amount payable by CITY under this Agreement shall be _____ **and 00/100 ($0.00).** The City's payment shall always be a proportionate share of all funds invested in the project. The HOME Funds provided by CITY to the DEVELOPER shall be in the form of a deferred payment forgivable loan, 0% interest, forgiven pro rata over

the course of the affordability period. At Loan closing, the DEVELOPER shall execute and CITY shall record, at the DEVELOPER's expense, in the Public Records of Forrest County, Mississippi, a Deed of Trust to ensure that the HOME assisted units are sold to income eligible buyers. This mortgage, note and restrictive covenant will be released as units are sold to income eligible buyers, which will be required to accept a similar Deed of Trust for an appropriate affordability period.

2. Project expenses (excluding DEVELOPER Fees) shall be paid on a reimbursement basis based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY, see exhibit _____, with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved Project budget. Budget revision and approval by the CITY shall be required prior to payment of any expenses not conforming to the approved project budget.

3. Payment request shall not exceed one payment per month and payments must be submitted along with any progress reports required by the CITY. The CITY retains the right to withhold payment for missing and incomplete progress reports.

4. The CITY will retain 10% of each payment draw until Project completion. When the DEVELOPER submits all required documentation for final payment including; but not limited to, a project completion report, receipts, final invoices and HOMEBUYER information, releases of liens, final inspection and Certificate of Completion from the building department, the CITY will release the final 10% withheld.

5. The CITY reserves the right to inspect records and the Project site to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

6. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five (5) years after the affordability period ends.

7. DEVELOPER Fee

   A DEVELOPER'S Fee is compensation to the developer for the time and risk involved to develop the project. It is typically based on the size of the project, the total development cost and the risk associated with the project. The DEVELOPER's fee is expressed as a percentage of the total development cost. DEVELOPERS who perform work in a timely fashion and comply with the timelines outlined in the Agreement will receive a DEVELOPER's fee of no more than 10% of the total HOME funds awarded under the Agreement.

   The DEVELOPER fee will be paid as follows:

a) 50% of the DEVELOPER fee will be paid when the project is 50% completed based on the timeline in the Agreement. The DEVELOPER must meet the threshold requirements as stated in the Agreement and the fee will be approved for payment by CITY staff based on a review of project status, documentation submitted and inspections passed.
b) The final 50% of the DEVELOPER fee will be paid when the project is 100% completed as defined below ***and***

1. For rental projects, no less than 75% of the units are occupied and leased.
2. For homeownership projects, 100% of the units have been sold to eligible households.

For the purpose of complying with this requirement, completion shall mean that all necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy.

8. Project Penalties

Time is of the essence in the completion of all projects under the HOME program. DEVELOPERs who do not perform in accordance with the timeline and budget stipulated in the Agreement will be subject to penalties for lack of performance. The CITY will closely monitor performance and will enforce the following penalties when the CHDO fails to carry out its contractual obligations under the Agreement.

a) For new construction projects that involve site acquisition:
    1. Failure by the DEVELOPER to provide a warranty deed showing ownership and title to property according to the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The Agreement will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred related to the acquisition of the property.

b) For existing properties already owned by the DEVELOPER
    1. Failure by the DEVELOPER to provide an active building permit issued by the City of Hattiesburg building department within the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The contract will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred up to the date that the Agreement is cancelled or thereafter.

c) Failure by the DEVELOPER to meet the 50% completion timeline outlined in the Agreement will result in a loss of 50% of the total DEVELOPER fee approved under the Agreement.

d) Failure of the DEVELOPER to complete 100% of the project within the timeline specified in the Agreement will result in:

1. A 50% reduction of the DEVELOPER fee authorized under the terms of the Agreement **and**
2. Suspension of the CHDO from participation under the HOME program for not less than one (1) year after the date the project is completed, or the next CHDO reservation funding cycle, whichever occurs later.

e) The CITY retains the right to require a CHDO who has failed to comply with the terms outlined in the Agreement, to transfer title and ownership of the property to the CITYor an agency designated by the CITY to carry out the terms and conditions of the contract in a timely manner. The CITY will consider the CITY's total investment in the property, the stage of project construction, the feasibility that the project will be completed by the HOME program deadlines by the current developer, the date the project will be completed by the new developer and the timing for meeting a national objective up to and including occupancy of the unit. The decision to transfer the title of the property will be based on the decision that is in the best interest of the HOME program, the City of Hattiesburg and its residents. The final decision to transfer title of the property will require approval by the City of Hattiesburg City Council.

f) Developers that experience delays caused by reasons beyond their control in accordance with Section II (6) of this Agreement must submit the reasons for delay and supporting documentation in writing to the Program Director. Extensions will be reviewed by the Director in consultation with City staff. The DEVELOPER will be notified in writing of the department decision to approve the Project delay.

g) At the time that the CITY approves project delay, new timelines will be established for the Project in the form of an amendment to the existing contract. The DEVELOPER must comply with the new timelines. Failure by the DEVELOPER to comply with the new timeliness will trigger the penalties stated above.

9. The DEVELOPERshall have standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management Systems;"

10. HOME Funds shall not be reimbursed by the CITY until the funds are needed for the payment of Eligible Costs. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of the CITY. The CITY may reallocate unexpended HOME Funds to other HOME Program projects if approved for funding by the Governing Body.

11. The DEVELOPER shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from CITY for such subcontracted work or supplies, if all required and supporting documentation is provided and the work is completed in accordance with the contract documents.

12. For purposes of this section, Requests for Payment, reports and other documentation required under this Agreement, must be submitted within sixty (60) days of project completion. Reports submitted after that date may not be honored by the CITY, at the discretion of the CITY.

13. The DEVELOPER shall furnish to the CITY all reports required by HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, guidelines, and conditions specified in this Agreement and further, the DEVELOPER and any contractors or subcontractors shall provide any other reports deemed necessary by the CITY.

14. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit, and review the Developer's performance and operation of the HOME program to be performed under this Agreement; and in connection therewith, all of the above mentioned entities shall have the right to inspect any and all records, books, documents, or papers of the DEVELOPER, Contractor and the subcontractors of Contractor, for the purpose of making audit examination, excerpts and transcriptions.

Section VII - CHDO Proceeds

The City of Hattiesburg will allow CHDOs that utilize CHDO reservation funds to develop, rehabilitate, sell or rent housing benefiting income eligible households to retain project proceeds.

Definition of Project Proceeds:

Project proceeds are funds generated by the project and paid to the DEVELOPER from activities carried out with HOME funds. Projects proceeds include:

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;

2. Payments of principal and interest on loans made using HOME funds;

3. Proceeds from the sale of loans made with HOME funds;

4. Proceeds from the sale of obligations secured by loans made with HOME funds;

5. Interest earned on program income pending its disposition; and

6. Any other interest or return on the investment permitted under § 92.205(b) of HOME funds

All project proceeds received by the CHDO must be used for affordable housing activities to benefit low-income households.

The CHDO will be required to track the investment of project proceeds for housing activities to benefit low-income households. The CHDO must maintain supporting documentation related to the use of these funds for monitoring purposes.

Eligible Uses of Project Proceeds:

CHDOs allowed to retain project proceeds must use the funds for housing activities to benefit low-income families as required by 24 CFR 92.300(a)(2). Low-income households are defined as those that do not exceed 80% of the Area Median Income as established by HUD on an annual basis.

Affordable housing activities which may be funded with CHDO proceeds include, but are not limited to: emergency repairs, project operating costs and reserves, housing refinancing costs, CHDO operating expenses, and homebuyer counseling.

CHDO proceeds which are retained by a CHDO are not subject to the requirements of the HOME regulations, except for 24 CFR 92.300(a)(2). Thus, the Davis-Bacon Act, National Environmental Policies Act and Uniform Relocation Assistance and Real Property Acquisition Policies Act do not apply to the use of CHDO proceeds. However, because CHDO proceeds are derived from the expenditure of HOME funds, any activities which are funded with CHDO proceeds may not be contributed as match.

Section VIII – Repayment of Loan

1. All HOME funds are subject to repayment in the event the project does not meet the project requirements as outlined in this Agreement.

2. It is understood that upon the completion of the project, any HOME funds reserved, but not expended under this Agreement, will revert to the CITY.

3. Sale of the property to another party may occur only with the approval of the CITY. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure. The CITY will be a third party to the agreement between the DEVELOPER and the HOMEBUYER to ensure enforcement of the affordability requirements.

4. The DEVELOPER shall lend the HOME funds to the individual buyers as a subsidy in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the CITY and consistent with the method identified in the CITY's Consolidated Plan.

a. Prior to each closing with each HOMEBUYER, the DEVELOPER will provide to the CITY the preliminary settlement statement, along with the reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be loaned to the buyer as "Buyer subsidies" secured by the HOME note, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of DEVELOPER fee or sales proceeds to be retained from settlement funds.

Section IX – CHDO Provisions

1. If the DEVELOPER is a CHDO, the requirements in this section apply to CHDO developers, sponsors and owners. It is understood that the DEVELOPER has certified that it is and will maintain CHDO status for the term of the AGREEMENT in accordance with 24 CFR 92. DEVELOPER agrees to provide information as may be requested by the CITY to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.

2. Any funds advanced as the CHDO as pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

3. Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208. The City of Hattiesburg can provide up to five (5) percent of its fiscal year HOME allocation for operating expenses to the CHDO. These funds may not be used to pay operating expenses incurred by a CHDO acting as a subrecipient or contractor under the HOME Program. Operating expenses means reasonable and necessary costs for the operation of the CHDO. Such costs include salaries, wages, and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies. The requirements and limitations on the receipt of these funds by CHDOs are set forth in 92.300(e) and (f).

Section X – Procurement Standards

1. The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. The DEVELOPER's procurement procedures must be approved by the CITY. All costs will be reviewed by the CITY to assure reasonableness.

2. In addition, it is understood that any DEVELOPER that can be considered to be a religious or faith-based organization shall abide by all portions of 24 CFR 92.257.

Section XI – Conflict of Interest Provisions

1. The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

2. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

3. The conflict of interest provisions apply to any person, employee, agent, consultant, officer, or elected official or appointed official of the CITY. If it is determined that a conflict of interest exists, the CITY will be immediately notified. The CITY will follow the process outlined in 32.356 and request an opinion from HUD to determine if a conflict of interest exists.

4. No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit, including CHDOs when acting as an owner, developer or sponsor may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

5. The CITY may grant exceptions or forward the requests to HUD as permitted by24 CFR 92.356, 85.36 and 84.42, as they apply.

Section XII – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

1. The CITY shall provide to the DEVELOPER information regarding its requirements for the Project.

2. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to, income limits, property value limits and rent limits.

3. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the

DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

4. The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

5. The CITY shall monitor, review, and evaluate the financial procedures of the DEVELOPER through documents submitted to the CITY and on-site monitoring. The DEVELOPER shall provide to the CITY such reports, and make available to the CITY such records that will be necessary for a proper financial evaluation. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the CITY shall schedule at least one on-site visit during the term of said Agreement and other visits that may be needed.

6. The Department of Federal and State Programs, on behalf of the CITY shall monitor, review, and evaluate the DEVELOPER. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the Department shall schedule at least one (1) on-site visit and other visits that may be needed during the course of said Agreement. At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, data, and information as may be necessary.

7. Within a reasonable period of time (generally 45 days) after the monitoring visit, the Department of Federal and State Programs shall furnish to the DEVELOPER a letter and any necessary reports summarizing the monitoring visit. Such letters and reports will include any findings or concerns and recommendations for improvement.

8. The DEVELOPER shall have 30 days from the receipt of a financial or programmatic monitoring letter to address any findings or concerns. Should the concerns not be addressed in a manner acceptable to the CITY, this Agreement shall be terminated in accordance with the provisions for termination outlined in this Agreement.

9. Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XIII – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

1. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national

origin. The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, familial status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

2. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The DEVELOPER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. The DEVELOPER will include the provisions of this Agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24,1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER

will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Section XIV – Section 3 Compliance

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

1. The work to be performed under this contract is subject to the requirements of Section3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The DEVELOPER will comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by the execution of this Agreement, the DEVELOPER certifies that they are under no contractual or other impediment that would prevent them from complying with 24 CFR Part 135 of the regulations.

3. The DEVELOPER, its contractors and subcontractors, if applicable agree to send to each labor organization or representative of workers with which the DEVELOPER, its contractors and subcontractors has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the DEVELOPER, its contractors and subcontractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The DEVELOPER, its contractors and subcontractors agree to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The DEVELOPER and its contractors will not subcontract with any subcontractor where the DEVELOPER or its contractors has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The DEVELOPER, its contractors and subcontractors will certify that any vacant employment positions, including training positions, that are filled (1) after the DEVELOPER, its contractors and subcontractors are selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part

135 require employment opportunities to be directed, were not filled to circumvent the DEVELOPER or contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

Section XV – Compliance with Federal, State & Local Laws

1. The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local, and Federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing, Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

2. The DEVELOPER 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), Executive Order 11738, and Environmental Protection CITY regulations(40 CFR Part 15).

3. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000. The DEVELOPER also agrees to take such action as the Federal, state or local government may direct to enforce aforesaid provisions.

4. Minority/Women's Businesses, Executive Orders 11625, 12432, and 12138 Under Executive Orders 11625, 12432, and 12138, the CITY must prescribe procedures acceptable to HUD for minority outreach programs to ensure that they are making concerted efforts to attract minority groups to the procurement process. The Developer agrees to assist the City to the greatest extent possible to meet the goals and objectives of this section. The DEVELOPER will submit, on an annual basis, a listing of all MBE/WBE contracts awarded including dollar amount of the contract and how the business qualifies.

   The regulations require that the following minimum affirmative steps are taken to ensure MBE/WBE is afforded every opportunity to participate in generated contracts.

   a) Placing minorities and women on solicitation lists;
   b) Assuring that MBE and WBE firms are solicited whenever they are potential sources;
   c) Dividing the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business enterprises, and women business enterprises;

d) Where the requirement permits, establishing delivery schedules that encourage participation by small and minority business enterprises, and women business enterprises;
e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
f) Requiring the prime contractor, if subcontractors are to be let, to take all the same.

5. Drug-Free Workplace: The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.)* and HUD's implementing regulations at 24 CFR Part 21.

   DEVELOPERS are required to provide a drug-free workplace by taking the following steps. DEVELOPER and third party contractor/consultants failing to meet these requirements will be subject to penalties:

   a) Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
   b) Establish a drug-free awareness program to make employees aware of: a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
   c) Notify employees that as a condition of employment on a Federal contract or grant, the employee must: a) abide by the terms of the policy statement; and b) notify the employer, within five (5) calendar days, if he or she is convicted of a criminal drug violation in the workplace.
   d) Notify the contracting or granting agency within ten (10) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
   e) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
   f) Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.

Section XVI – Enforcement, Suspension and Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such

event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination.

Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

24 CFR 92.504(c)(13) contains provisions for the enforcement of this Agreement. In accordance with 24 CFR 85.43, this Agreement may be suspended or terminated prior to the expiration of the term by unanimous written Agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part, upon ten (10) day written notice from the CITY to the DEVELOPER including, but not limited to the following reasons:

1. Failure to perform the services set forth in the scope of services and requirements incident thereto.
2. Failure to comply with the provisions of this Agreement.
3. Making unauthorized or improper use of funds provided under this Agreement.
4. Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.
5. The carrying out of the Scope of Services or the objectives of this Agreement is rendered improvable, unfeasible, impossible, or illegal.
6. Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available or if HUD suspends funds for any reason.
7. Upon the determination of the CITY that the Agreement be suspended or terminated, without cause.
8. Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

Section XVII – Termination for Convenience of the CITY

In accordance with 24 CFR 85.44 the CITY may terminate for its convenience this Agreement at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed to the total service of the DEVELOPER covered by this Agreement, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVIII – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in this Agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the CITY or an agent of the CITY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this Agreement, in a court of equity. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XIX – Reporting Responsibilities

The DEVELOPER agrees to submit monthly reports to the CITY on the progress of the project. Reports are due the 15th of each month and will cover activities for the prior month. The CITY retains the right to request additional documentation to comply with HUD's reporting requirements. If the DEVELOPER fails to submit the monthly progress reports by the due date, no payments will be made to the DEVELOPER under this Agreement until all outstanding reports have been submitted.

The CITY will send the DEVELOPER one (1) reminder notice if the report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the CITY information as required to determine program eligibility, and financial records pertinent to the project.

At project completion, the DEVELOPER will provide a Project Progress Report signifying completion, with all data and supporting documentation for project closeout as may be required by the CITY.

Section XX – Inspection, Monitoring & Access to Records

1. All records will be maintained by the DEVELOPER for five (5) years after the affordability of the homebuyer ends.

2. The CITY reserves the right to inspect, monitor, and observe work and services performed by the DEVELOPER at any and all reasonable times.

3. The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five (5) years after final payment is made under this Agreement.

4. The DEVELOPER will provide the CITY with a certified audit of the Developer's records representing the Fiscal Year during which the PROJECT becomes complete pursuant to the requirements of OMB Circular A-133.

5. Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, project site access, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

1. The DEVELOPER shall maintain all records required by the Federal regulations specified in 92.508 that are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:

    a) A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and tenants assisted with HOME funds.

    b) The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.

    c) Records demonstrating that each rental housing project meets the minimum per-unit subsidy amount of § 92.205(c), the maximum per-unit subsidy amount of § 92.250(a) and the subsidy layering guidelines adopted in accordance with § 92.250(b).

    d) Records demonstrating that each project meets the property standards of § 92.251 and the lead based paint requirements of § 92.355.

    e) Records demonstrating that each family is income eligible in accordance with § 92.203.

    f) Records demonstrating that each rental housing project meets the affordability and income targeting requirements of § 92.252 for the required period. Records must be kept for each family assisted.

g) Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing complies with the refinancing guidelines established in accordance with § 92.206(b).

h) Records demonstrating that any pre-award costs charged to the HOME allocation meet the requirements of § 92.212.

i) Records demonstrating that a site and neighborhood standards review was conducted for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with § 92.202.

Section XXI – General Conditions

1. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier. Notices shall be mailed to the following address:

CITY address _____
DEVELOPER address _____

2. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

3. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

4. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

5. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Mississippi.

6. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Mississippi or the City of Hattiesburg, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

7. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

8. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

9. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the Federal, state or local government may direct to enforce aforesaid provisions.

10. The obligations undertaken by the DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless the CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

11. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

12. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the CITY.

13. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

Section XXII – Insurance

1. The DEVELOPER during the construction period shall keep the property acquired under this Agreement insured against loss by fire, extended flood coverage, vandalism and malicious mischief, hazards, and such may require and in such amounts as CITY may require. The insurance requirements shall remain in effect until the property is sold to an income eligible buyer. The CITY shall be named as an additional insured.

2. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of one million dollars ($1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and

shall include Premises and/or operations, independent contractors, Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

3. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability. The DEVELOPER shall carry Workers' Compensation insurance for all employees in compliance with the "Workers' Compensation Law" of the State of Mississippi and all applicable federal laws.

4. The DEVELOPER shall require its General Contractor to provide Builder's Risk Insurance in the amount of one hundred percent (100%) of replacement value of the completed structure until Project completion. Such Builder's Risk policy shall be an all risk form with a deductible not to exceed ten thousand dollars ($10,000.00) each claim and shall contain a loss payable clause to include the CITY. The DEVELOPER shall furnish to the CITY Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of work under this Agreement. Coverage shall not cease and is to remain in force until all performance required work is completed.

5. The DEVELOPER shall furnish copies of all licenses and certifications of Public Liability Insurance for all HOME projects upon request by the CITY.

XXIII - Indemnification

1. The DEVELOPER shall at all times hereafter indemnify, hold harmless and defend the CITY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of the DEVELOPER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the CITY, any sums due to the DEVELOPER under this Agreement may be retained by the CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the CITY.

2. In the event that the DEVELOPER contracts with a third party ("Contractor") to provide the construction related services set forth herein, any contract with such third party shall include the following provisions:

    a. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's

fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. These indemnifications shall survive the term of this Contract.

3. The DEVELOPER shall comply with the anti-lobbying legislation set forth in 24 CFR 91.225 in the CITY's Consolidated Plan submitted to HUD for the HOME Program; both incorporated herein by reference.

4. The DEVELOPER shall indemnify and holdthe CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi	CHDO
By: _____ Johnny L. DuPree, Mayor	By: _____
Date: _____	Date: _____
Attest: _____ Eddie Myers, City Clerk	Attest: _____
Date: _____	Date: _____

PROMISSORY NOTE

Borrower(s): _____ Loan No: _____

_____ Loan Date: _____

Address: _____ Loan Amount: _____

For value received, we the undersigned, jointly and severally, promise(s) to pay to the order of the **City of Hattiesburg,** herein called Creditor, at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, the sum of: _____ ($ _____) Dollars in principal debt. This note shall mature, and said principal debt shall be due and payable in full _____ years from date of this note, on the _____ day of _____, _____. If the Borrower has met the City of Hattiesburg's Affordability Period of _____ years as agreed upon, the loan is considered a grant and this note will automatically cancel without payment on its maturity date.

Security Provisions:

This note is secured by a Deed of Trust of even date herewith covering the property described in foresaid Deed of Trust, hereinafter called Collateral, and any proceeds thereof. Said Deed of Trust is to be duly filed for record in the office of the Chancery Clerk of Forrest County, Mississippi.

In the event the undersigned shall default on its first Deed of Trust, the second Deed of Trust shall also be in default, and if such failure occurs this note, the unpaid principal amount becomes due and payable, at the option of the holder, without notice to the undersigned. Failure of the holder to exercise such option shall not constitute a waiver of such default.

In the event the Borrower sells, transfers, disposes, or abandons property prior to the termination of the affordability period the borrower will repay a percentage of the loan on a prorated basis. The percentage of repayment will be determined by the length of time – in full months – the borrower has satisfied as a percentage of the affordability period.

In the event the Borrower sells property in compliance with the terms of the Deed of Trust and written agreement between the borrower and creditor, and where the buyer is an eligible buyer according to the written agreement, and where the buyer and the creditor establish a written agreement and other binding instruments to establish and enforce an alternate affordability period, the creditor will cancel this note.

In the event suit is instituted by the holder to recover on this note, undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees and court costs. If this note be reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

Demand, protest and notice of demand and protest are hereby waived, and the undersigned hereby waive, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this note.

Borrower(s) acknowledge(s) receipt of a copy of this note and agree(s) to the terms and conditions contained herein.

_____

Borrower's Signature

_____

Witness Signature

CHDO Written Agreement Checklist & References

Agreement Provisions	Rule Reference	Citation
Required Provisions	http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr92_main_02.tpl	
Use of HOME Funds:	24 CFR 92 Subpart K.doc	92.504(c) (3) (i)
■ type & number of units to be produced		
■ schedule		
■ budget		
Affordability requirements:	24 CFR 92 Subpart K.doc	92.504 (c)(3)(ii)
■ If rental: ❑ restrictive covenant/other mechanism ❑ initial rents ❑ basis/process for rent adjustments	24 CFR 92 Subpart F.doc	92.252(e) 92.252(a)-(c) 92.252(f)
■ If homebuyer: ❑ Resale/recapture mechanism	24 CFR 92 Subpart F.doc	92.254(a)(5)
Project requirements	24 CFR 92 Subpart F.doc	92.250 – 92.258

■ If rental: ❑ tenant protections	24 CFR 92 Subpart F.doc	92.253
■ If rental: ❑ income certification/recertification	24 CFR 92 Subpart E.doc	92.203
■ If rental: ❑ occupancy/income requirements ❑ affordability period ❑ rent limits ❑ fixed/floating election	24 CFR 92 Subpart F.doc	92.252(a), (h), (i) 92.252(e) 92.252(f) 92.252(j)
■ If homebuyer: ❑ price/value limits ❑ affordability period ❑ ownership interest		92.254(a)(2) 92.254(a)(3)-(4) 92.254(c)
Physical Standards ■ Property Standards ■ Accessibility Standards ■ Lead-Based Paint (if pre-1978)	24 CFR 92 Subpart F.doc	92.251 92.251(a)(3)
Physical Standards ■ Property Standards ■ Accessibility Standards ■ Lead-Based Paint (if pre-1978)	24 CFR 92 Subpart H.doc	92.355
Affirmative Marketing (if 5+ assisted units)	24 CFR 92 Subpart K.doc	92.504(c)(3)(v)(A)

Affirmative Marketing (if 5+ assisted units)	24 CFR 92 Subpart H.doc	92.351
Non-discrimination	24 CFR 92 Subpart K.doc	92.504(c)(3)(v)(B)
Non-discrimination	24 CFR 92 Subpart H.doc	92.350
Agreement Provisions	Rule Reference	Covered
Displacement & Relocation (if occupied properties)	24 CFR 92 Subpart K.doc	92.504(c)(3)(v)(C),
Displacement & Relocation (if occupied properties)	24 CFR 92 Subpart H.doc	92.353
Environmental Review ■ Conditional commitment until environmental clearance and release of funds ■ CHDO will assemble information as required by PJ to complete environmental assessment and/or statutory checklist completed as applicable ■ No choice limiting actions may be taken prior to clearance	24 CFR 92 Subpart H.doc	92.352

Contract & Labor Standards (if applicable) ■ Davis-Bacon (if 12+ assisted units) ■ Section 3 ■ M/WBE	24 CFR 92 Subpart H.doc	92.354
Conflict of interest (award of rental units)	24 CFR 92 Subpart K.doc	92.504(c)(3)(v)(E)
Conflict of interest (award of rental units)	24 CFR 92 Subpart H.doc	92.356
CHDO Provisions	24 CFR 92 Subpart K.doc	92.504(c)(3)(xi)
■ Develop, own or sponsor requirement	24 CFR 92 Subpart G.doc	92.300(a)(1)
■ Use of CHDO Proceeds (if applicable)	24 CFR 92 Subpart G.doc	92.300(a)(2)
■ Pre-development loan repayment (if applicable)	24 CFR 92 Subpart G.doc	92.301
■ Tenant participation plan (if applicable)	24 CFR 92 Subpart G.doc	92.303
Records & Reports	24 CFR 92 Subpart K.doc	92.508(a)(3)

■ Records required for all CHDO projects: ❑ CHDO documentation ❑ Income documentation on all assisted HHs ❑ Property standards compliance documents ❑ Financial records (vouchers & disbursements)		
■ Records required if rental: ❑ income eligibility documentation ❑ rent rolls ❑ leases for assisted units		
■ Records required if homebuyer: ❑ price/value documentation ❑ resale/recapture documents		
Agreement Provisions	**Rule Reference**	**Covered**
■ If rental, annual report as specified by PJ	24 CFR 92 Subpart F.doc	92.252(f)(2)
Requests for Disbursements	24 CFR 92 Subpart K.doc	92.504(c)(3)(viii)

Enforcement of the agreement: ■ If rental, deed restriction required ■ If homebuyer, liens or other	24 CFR 92 Subpart K.doc	92.504(c)(3)(i)
Duration of the agreement	24 CFR 92 Subpart K.doc	92.504(c)(3)(ix)
Conditions for religious organizations (if applicable)	24 CFR 92 Subpart K.doc	92.504(c)(3)(x)
Return of Repayments, Recaptured Funds (if applicable)	24 CFR 92 Subpart K.doc	92.503(b), (c)
Access for Monitoring	24 CFR 92 Subpart K.doc	92.504(a), (d)
Additional Recommended provisions	Recommended Reference	Covered
Performance Standards ■ Project completion deadline & penalties ■ Interim milestones ■ Developer fee schedule tied to milestones ■ Reporting/monitoring schedule		

Procurement ■ Procedures ■ Conflict of interest (award of contracts)	24 CFR 84.40 - 84.48.doc	24 CFR 84.40 - .48
Procurement ■ Procedures ■ Conflict of interest (award of contracts)	24 CFR 92 Subpart H.doc	92.356 (b)-(e)
Sources/Uses of Non-HOME Funds		
Project audit, cost certification		
If homebuyer project: ■ Designation of development subsidies ■ Homebuyer subsidies & terms ■ Repayment required from sales		
Conflict of interest (award of homebuyer or owner- occupied rehab unit benefits)	24 CFR 92 Subpart H.doc	92.356(f)
Maintenance of Property & Insurance		
Termination/Destruction of Property		

Agreement Provisions	Rule Reference	Citation
Displacement & Relocation (if occupied properties)	24 CFR 92 Subpart K.doc	92.504(c)(3)(v)(C)
Displacement & Relocation (if occupied properties)	24 CFR 92 Subpart H.doc	92.353
Environmental Review ■ Conditional commitment until environmental clearance and release of funds ■ CHDO will assemble information as required by PJ to complete environmental assessment and/or statutory checklist completed as applicable ■ No choice limiting actions may be taken prior to clearance	24 CFR 92 Subpart H.doc	92.352
Contract & Labor Standards (if applicable) ■ Davis-Bacon (if 12+ assisted units) ■ Section 3 ■ M/WBE	24 CFR 92 Subpart H.doc	92.354
Contract & Labor Standards (if applicable) ■ Davis-Bacon (if 12+ assisted units) ■ Section 3 ■ M/WBE	24 CFR 92 Subpart K.doc	92.508(a)(7)
Conflict of interest (award of rental units)	24 CFR 92 Subpart K.doc	92.504(c)(3)(v)(E)
Conflict of interest (award of rental units)	24 CFR 92 Subpart H.doc	92.356(f)
CHDO Provisions	24 CFR 92 Subpart K.doc	92.504(c)(3)(xi)
■ Develop, own or sponsor requirement	24 CFR 92 Subpart G.doc	92.300(a)(1)
■ Use of CHDO Proceeds (if applicable)	24 CFR 92 Subpart G.doc	92.300(a)(2)
■ Pre-development loan repayment (if applicable)	24 CFR 92 Subpart G.doc	92.301
■ Tenant participation plan (if applicable)	24 CFR 92 Subpart G.doc	92.303

Records & Reports	24 CFR 92 Subpart K.doc	92.508(a)(3)
■ Records required for all CHDO projects: ❑ CHDO documentation ❑ Income documentation on all assisted HHs ❑ Property standards compliance documents ❑ Financial records (vouchers & disbursements)		
■ Records required if rental: ❑ income eligibility documentation ❑ rent rolls ❑ leases for assisted units		
■ Records required if homebuyer: ❑ price/value documentation ❑ resale/recapture documents		

Agreement Provisions	Rule Reference	Citation
■ If rental, annual report as specified by PJ	24 CFR 92 Subpart F.doc	**92.252(f)(2)**
Requests for Disbursements	24 CFR 92 Subpart K.doc	**92.504(c)(3)(viii)**
Enforcement of the agreement: ■ If rental, deed restriction required ■ If homebuyer, liens or other	24 CFR 92 Subpart K.doc	**92.504(c)(3)(i)**
Duration of the agreement	24 CFR 92 Subpart K.doc	**92.504(c)(3)(ix)**
Conditions for religious organizations (if applicable)	24 CFR 92 Subpart K.doc	**92.504(c)(3)(x)**
Return of Repayments, Recaptured Funds (if applicable)	24 CFR 92 Subpart K.doc	**92.503(b), (c)**
Access for Monitoring	24 CFR 92 Subpart K.doc	**92.504(a), (d)**

Additional Recommended provisions	Recommended Reference	Citation
Performance Standards ■ Project completion deadline & penalties ■ Interim milestones ■ Developer fee schedule tied to milestones ■ Reporting/monitoring schedule		
Procurement ■ Procedures ■ Conflict of interest (award of contracts)	24 CFR 84.40 - 84.48.doc	24 CFR 84.40 - .48
Procurement ■ Procedures ■ Conflict of interest (award of contracts)	24 CFR 92 Subpart H.doc	92.356(b)-(e)
Sources/Uses of Non-HOME Funds		
Project audit, cost certification		
If homebuyer project: ■ Designation of development subsidies ■ Homebuyer subsidies & terms ■ Repayment required from sales proceeds		
Conflict of interest (award of homebuyer or owner- occupied rehab unit benefits)	24 CFR 92 Subpart H.doc	**92.356(f)**
Maintenance of Property & Insurance		
Termination/Destruction of Property		

Agreement Establishment/Execution Policies and Procedures

Policy:

1. No project may proceed without an executed agreement.

2. Final executed agreements, and not the project proposals, will be the followed in the administering and execution of the project.

3. At the time the agreement is executed, the CHDO will sign a Promissory Note completed for the full amount of the available funds. This Promissory Note may be canceled at the completion of the project if either the full amount of funds are not expended or the project results in a Homebuyer taking on a Promissory Note for direct assistance related to the same property.

Procedures:

1. Following the evaluation and selection process, Community Development Division staff will draft a written agreement based upon 1) the written agreement templates, 2) the proposal submitted by the developer, and 3) any negotiation or concessions discussed between the City and the developer.
2. CDD Staff will, time permitting, send the draft document to the developer for their concurrence.
3. The developer will respond within three (3) working days with any suggestions or concurrence.
4. CDD Staff will consider any suggestions (repeating steps 2 and 3 if necessary), make changes as necessary/appropriate, and will finalize the draft agreement.
5. CDD Staff will prepare a City Council agenda item following appropriate schedules and procedures to have the agreement approved by the City Council for the Mayor's final approval and execution.
6. Once necessary City signatures and seals are on the agreement and the Clerk of the Council has forwarded the documents back to the CDD Staff, CDD Staff will contact the developer to get their signature(s).
7. Although the written agreement constitutes a contract and commitment of funds, the project may not move forward without a Notice to Proceed from the CDD Staff, which will be necessary in attaining any building or remodeling permit.

1. Project Closings

Item #	Timing	Staff Involved	Policy/Procedure	Reference
5.1.1			**CHDO project closing policies and procedures--including document preparation, review, execution, and recording:**	Project Closing Policies and procedures
5.1.2			**Deeds of Trust and Promissory Note**	
5.1.2.1			**Deed of Trust - Homebuyer**	CHDO Deed of Trust Form - Homebuyer
5.1.2.2			**Deed of Trust - Rental**	CHDO Deed of Trust Form - Rental
5.1.2.3			**Promissory Note - CHDO as borrower**	Promissory Note.doc
5.1.2.3			**Promissory Note - Homebuyer as borrower**	DPA Promissory Note.doc

Project Closing Policies & Procedures

When the construction/development of a project are near or at 100% completion, and prior to the release of the 10% withholding for project completion, the CDD staff will review files and financial records in preparation of closing documents.

CDD staff will prepare an appropriate Deed of Trust (and Promissory Note if it differs from the one signed at the establishment of the agreement) based on the total amount of HOME funding in the project.

- Deeds of Trust for Rental projects will be established as a liability assigned to the CHDO. All parties will sign the Deed of Trust prior to the release of the final payment of the withheld amount and/or any developer fee due for project completion. The Promissory Note will also list the CHDO as the borrower.
- Deeds of Trust for Homebuyer projects will be established as a liability assigned to the Homebuyer. This process will be planned in conjunction with any Downpayment Assistance application that the Homebuyer may receive. Should the Homebuyer receive DPA assistance directly from the City's HOME Program and/or should the project involve direct financial assistance to the buyer, the Deed of Trust will be established accordingly. In no case should a buyer/property have more than one Deed of Trust related to HOME and/or CHDO funding. All parties will sign the Deed of Trust at closing, which must occur prior to the release of the developer's final payment of withheld amount and/or any developer fee due for project completion. The Promissory Note will list the Homebuyer as the borrower in the case of direct financial assistance and the previously established Promissory Note with the CHDO as borrower will be canceled. (Policy exists that require each homebuyer project to include direct financial assistance; should that policy change, the newly established Promissory Note with the homebuyer must be established reflecting all HOME investment) In the case that the CHDO has not identified a buyer, a Promissory Note will continue to list the CHDO as the borrower.

The cost of filing the Deed of Trust is the responsibility of the CHDO or the Homebuyer, to be determined among them. Either party may bring the required $16.00 filing fee to CDD staff at the time of the signing of the Deed of Trust. If the fee is to be paid by the CHDO, the CHDO may elect to have its final payment (of withheld amount and/or developer fee) reduced by the amount of the filing fee, but notice of this intention must be included in the documentation the CHDO submits when requesting its final payment.

CDD staff will be responsible for delivering the executed Deed of Trust and the filing fee to the Forrest County Chancery Clerk for official recording. CDD staff will maintain a copy of the recorded Deed of Trust and will forward a copy to the CHDO and to the Homebuyer (in the case of a Homebuyer project.

A copy of this recorded Deed of Trust is required on the part of both the CDD staff and the CHDO to comply with applicable record retention requirements.

DEED OF TRUST

Prepared by:
Andrew Ellard
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1006

Return to:
Andrew Ellard
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1006

Trustee:
Charles E. Lawrence, Jr.
Attorney and Counselor at Law
Post Office Box 1624
Hattiesburg, Mississippi 39403-1624
(601) 582-4157

Grantor/Mortgagor: (Homebuyer NAME)
(Address)
(Hattiesburg, Mississippi 39401)
(phone)

Grantee/Mortgagee: City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401

SUBJECT PROPERTY: (ADDRESS)

Abbreviated Legal Description: (SAMPLE DESCRIPTION>>>>>>>>LOTS 24, 25 & 26 SOUTHERN ACRES S/D 311/69 5/68 562/6 12/85 714/659 7/9424 719/614 10/94 DB 770 PG 596 4/97 SOUTHERN ACRES SUB (ANNEXED))

Community Development

HOME/CHDO Affordable Housing Project - HOMEBUYER

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this the **th** day of _____**20**__, by and between **Homebuyer Name, Address, Hattiesburg, MS , Grantor**, of the first part, herein designated as Grantor, **Charles E. Lawrence, Jr., Trustee**, of the second part herein designated as Trustee, and **the City of Hattiesburg, Mississippi**, having an office at City Hall 200 Forrest Street, Hattiesburg, Mississippi of the third part, herein designated as the Beneficiary.

GRANTEE is hereby justly indebted unto the Beneficiary in the sum of _____ **dollars ($#.##)**, bearing interest at the rate of **0% per annum**, after maturity, providing for attorney's fees in case of default, and due and payable _____ **(##) years** after date, or upon the occurrence of any of the following circumstances, whichever shall first occur:

A. The sale, transfer or other disposition of the property described herein below, whether voluntary or involuntary; or

B. The vacation of the premises or abandonment of the property by all of the Grantors, or

C. The failure by the Grantor to comply with any of the provisions agreed to under related regulations, agreements, Program guidelines, etc.

WHEREAS, GRANTEE has met the City of Hattiesburg's affordability period of _____ (##) years as agreed upon, the grant and this note will automatically cancel without payment on its maturity date; and,

WHEREAS, IN THE EVENT OF TRANSFER of property prior to the _____ (##) year period the Grantee agrees to repay a percentage of the grant based on a pro rata basis. The repayment will be determined by the length of time the grantee has occupied the property; and,

WHEREAS, Grantor desires to secure the payment of said indebtedness or any renewals thereof, as the same falls due and the faithful performance of all the other terms and conditions hereafter set out.

NOW THEREFORE, in consideration of the above as well as sixteen dollars ($16.00) cash in hand paid, receipt of which is hereby acknowledged, Grantor does convey and warrant unto **Charles E. Lawrence, Jr., Trustee**, the following described property in the City of Hattiesburg, Mississippi to wit:

Legal Description:
(SAMPLE DESCRIPTION>>>>>>>)Lots Twenty-Four (24), Twenty-Five (25) and Twenty-Six (26), Southern Acres Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi.

THIS CONVEYANCE is made in trust however, to secure the payment of the above mentioned note or any renewals thereof at maturity; and if this note is paid and all of the other items, covenants and conditions contained herein or in the note secured hereby are duly and faithfully observed, then this instrument shall be and become null and void.

IN THE EVENT OF FAILURE of the Grantor to pay said note, or any installment thereof, as the same falls due or to perform faithfully all the other terms, covenants and conditions as hereinafter set out, then the entire unpaid balance of said note and the interest accrued thereon shall immediately become due and payable for all purposes, whether or not due according to the maturity date or dates thereof; and all other indebtedness, the payment of which is secured hereby, shall likewise become due and payable; and at the request of the Beneficiary herein, or of the owner and holder of said note, the Trustee herein or his successor shall sell above described property and all improvements thereon at public auction for cash to the highest and best bidder, during legal hours, at any front door of the County Courthouse of Forrest County, State of Mississippi after giving notice of the time, place and terms of such sale as require by Section 89-1-55, Mississippi Code of 1972 and amendments thereto, if any, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Deed of Trust, including reasonable fees as therein provided, and the owner and holder of the above described note, the payment of which is secured hereby, and the remainder of such proceeds shall then be paid to the Grantor. At any such sale, the Beneficiary, or the owner or holder of the above-described note, shall have the same right to purchase at said sale as if a stranger to this instrument.

IN THE EVENT the property shall be found to be in violation of any City of Hattiesburg, State of Mississippi, municipal code provision(s) during the lien period, and the GRANTOR shall have failed to cure said violation(s) within thirty (30) days after having received written notice of said violation(s), the undersigned shall be deemed to be in default of the terms of Deed of Trust, thereby entitling the City of Hattiesburg to exercise and enforce any rights and remedies provided for in this Deed of Trust or in the applicable Community Development Division Program guidelines, or any combination thereof. This Deed of Trust shall remain a lien against the subject collateral property for so long as the property remains in violation of municipal code provision, notwithstanding any maturity date stated herein to the contrary.

THE GRANTOR WILL continuously maintain hazard insurance on all buildings, other structures and improvements including equipment, now existing or which may hereafter be erected or installed on the above described property of such type or types and in such amount as the Beneficiary may, from time to time, require. Unless otherwise required by the Beneficiary all such insurance shall be affected by Standard Fire and Extended Coverage policies in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewal thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of an in form acceptable to the Beneficiary. All policies and attachments thereto shall be delivered promptly to the Beneficiary unless they are required to be delivered to the holder of a lien of a deed of trust or similar instrument to which this Deed of Trust is expressly subject, in which latter event, certificates thereof, satisfactory to the Beneficiary, shall be delivered promptly to the Beneficiary. In the event of loss, the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance Company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the vent of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

IN THE EVENT GRANTOR fails to pay all taxes or other liens on said property before the same becomes delinquent or to maintain insurance on the improvements thereon as herein stipulated, then

the entire indebtedness secured hereby shall immediately become due and payable for all purposes and the Trustee herein shall, at the request of the Beneficiary, or the owner and holder of said note, proceed to advertise for sale and sell the above described property as provided in the event of default in payment of said note.

THE BENEFICIARY, or any subsequent holder of the note secured hereby is authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing duly signed and acknowledged and recorded in county thereof wherein the above described property is located and such appointee shall have full power as Trustee herein, together with all of the rights and privileges thereunto belonging. If the holder of the note is a corporation, any officer thereof may select and appoint a substituted Trustee, issue a declaration of default to the Trustee, and request sale by the Trustee hereunder. No one exercise of this power of appointment, owner of sale, or any other power or right given in this deed of trust shall exhaust the right to exercise such power but all rights and powers herein given may be secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the trust herein given, the Beneficiary or any person in interest may become the purchaser, and upon payment of the purchase price, the Trustee shall execute a Deed of Conveyance, which conveyance shall vest the title of the Trustee in such purchaser upon payment of the purchase price.

THE INDEBTEDNESS secured by this Deed of Trust may not be assumed by any person, firm or corporation, and the Grantor has acknowledged by separate agreement the particular circumstances under which this loan was made to him and the reasons for the absolute prohibitions against assumption thereof.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set _____ [his/her/their] hand(s) the day and year hereinabove first written.

_____
Homebuyer's Signature

_____
Spouse or Co-Homebuyer's Signature (if applicable)

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the state aforesaid _____, **personally known to me or proven to me by sufficient photo identification, of** _____, **Hattiesburg, MS, Grantor,** who acknowledge before me that **he/she** signed and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and seal this ____ day of _____, 20__.

_____ _____
My Commission Expires NOTARY PUBLIC

DEED OF TRUST

Prepared by:
Andrew Ellard
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1006

Return to:
Andrew Ellard
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1006

Trustee:
Charles E. Lawrence, Jr.
Attorney and Counselor at Law
Post Office Box 1624
Hattiesburg, Mississippi 39403-1624
(601) 582-4157

Grantor/Mortgagor: (CHDO NAME)
(ORG. Address)
(Hattiesburg, Mississippi 39401)
(phone)

Grantee/Mortgagee: City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401

SUBJECT PROPERTY: (ADDRESS)

Abbreviated Legal Description: (SAMPLE DESCRIPTION>>>>>>>>LOTS 24, 25 & 26 SOUTHERN ACRES S/D 311/69 5/68 562/6 12/85 714/659 7/9424 719/614 10/94 DB 770 PG 596 4/97 SOUTHERN ACRES SUB (ANNEXED))

Community Development

HOME/CHDO Affordable Housing Project - RENTAL

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this the **th** day of _____ **20**__, by and between **CHDO Name, Address, Hattiesburg, MS , Grantor**, of the first part, herein designated as Grantor, **Charles E. Lawrence, Jr., Trustee**, of the second part herein designated as Trustee, and **the City of Hattiesburg, Mississippi**, having an office at City Hall 200 Forrest Street, Hattiesburg, Mississippi of the third part, herein designated as the Beneficiary.

GRANTEE is hereby justly indebted unto the Beneficiary in the sum of _____ **dollars ($#.##)**, bearing interest at the rate of **0% per annum**, after maturity, providing for attorney's fees in case of default, and due and payable _____ **(##) years** after date, or upon the occurrence of any of the following circumstances, whichever shall first occur:

A. The sale, transfer or other disposition of the property described herein below, whether voluntary or involuntary; or

B. The vacation of the premises or abandonment of the property by all of the Grantors, or

C. The failure by the Grantor to comply with any of the provisions agreed to under related regulations, agreements, Program guidelines, etc.

WHEREAS, GRANTEE has met the City of Hattiesburg's affordability period of _____ (##) years as agreed upon, the grant and this note will automatically cancel without payment on its maturity date; and,

WHEREAS, IN THE EVENT OF TRANSFER of property prior to the _____ (##) year period the Grantee agrees to repay a percentage of the grant based on a pro rata basis. The repayment will be determined by the length of time the grantee has occupied the property; and,

WHEREAS, IN THE EVENT OF SALE/TRANSFER of property prior to the _____ (##) year period, and the sale/transfer gives ownership to the existing tenant in accordance with HUD regulations and with the express written consent of the Grantee, the grant and note will be canceled in exchange for an appropriate Deed of Trust between the Grantee and the Homebuyer to ensure an appropriate affordability period; and,

WHEREAS, Grantor desires to secure the payment of said indebtedness or any renewals thereof, as the same falls due and the faithful performance of all the other terms and conditions hereafter set out.

NOW THEREFORE, in consideration of the above as well as sixteen dollars ($16.00) cash in hand paid, receipt of which is hereby acknowledged, Grantor does convey and warrant unto **Charles E. Lawrence, Jr., Trustee**, the following described property in the City of Hattiesburg, Mississippi to wit:

Legal Description:
(SAMPLE DESCRIPTION>>>>>>>)Lots Twenty-Four (24), Twenty-Five (25) and Twenty-Six (26), Southern Acres Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi.

THIS CONVEYANCE is made in trust however, to secure the payment of the above mentioned note or any renewals thereof at maturity; and if this note is paid and all of the other items, covenants and conditions contained herein or in the note secured hereby are duly and faithfully observed, then this instrument shall be and become null and void.

IN THE EVENT OF FAILURE of the Grantor to pay said note, or any installment thereof, as the same falls due or to perform faithfully all the other terms, covenants and conditions as hereinafter set out, then the entire unpaid balance of said note and the interest accrued thereon shall immediately become due and payable for all purposes, whether or not due according to the maturity date or dates thereof; and all other indebtedness, the payment of which is secured hereby, shall likewise become due and payable; and at the request of the Beneficiary herein, or of the owner and holder of said note, the Trustee herein or his successor shall sell above described property and all improvements thereon at public auction for cash to the highest and best bidder, during legal hours, at any front door of the County Courthouse of Forrest County, State of Mississippi after giving notice of the time, place and terms of such sale as require by Section 89-1-55, Mississippi Code of 1972 and amendments thereto, if any, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Deed of Trust, including reasonable fees as therein provided, and the owner and holder of the above described note, the payment of which is secured hereby, and the remainder of such proceeds shall then be paid to the Grantor. At any such sale, the Beneficiary, or the owner or holder of the above-described note, shall have the same right to purchase at said sale as if a stranger to this instrument.

IN THE EVENT the property shall be found to be in violation of any City of Hattiesburg, State of Mississippi, municipal code provision(s) during the lien period, and the GRANTOR shall have failed to cure said violation(s) within thirty (30) days after having received written notice of said violation(s), the undersigned shall be deemed to be in default of the terms of Deed of Trust, thereby entitling the City of Hattiesburg to exercise and enforce any rights and remedies provided for in this Deed of Trust or in the applicable Community Development Division Program guidelines, or any combination thereof. This Deed of Trust shall remain a lien against the subject collateral property for so long as the property remains in violation of municipal code provision, notwithstanding any maturity date stated herein to the contrary.

THE GRANTOR WILL continuously maintain hazard insurance on all buildings, other structures and improvements including equipment, now existing or which may hereafter be erected or installed on the above described property of such type or types and in such amount as the Beneficiary may, from time to time, require. Unless otherwise required by the Beneficiary all such insurance shall be affected by Standard Fire and Extended Coverage policies in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewal thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of an in form acceptable to the Beneficiary. All policies and attachments thereto shall be delivered promptly to the Beneficiary unless they are required to be delivered to the holder of a lien of a deed of trust or similar instrument to which this Deed of Trust is expressly subject, in which latter event, certificates thereof, satisfactory to the Beneficiary, shall be delivered promptly to the Beneficiary. In the event of loss, the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance Company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at

its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the vent of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

IN THE EVENT GRANTOR fails to pay all taxes or other liens on said property before the same becomes delinquent or to maintain insurance on the improvements thereon as herein stipulated, then the entire indebtedness secured hereby shall immediately become due and payable for all purposes and the Trustee herein shall, at the request of the Beneficiary, or the owner and holder of said note, proceed to advertise for sale and sell the above described property as provided in the event of default in payment of said note.

THE BENEFICIARY, or any subsequent holder of the note secured hereby is authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing duly signed and acknowledged and recorded in county thereof wherein the above described property is located and such appointee shall have full power as Trustee herein, together with all of the rights and privileges thereunto belonging. If the holder of the note is a corporation, any officer thereof may select and appoint a substituted Trustee, issue a declaration of default to the Trustee, and request sale by the Trustee hereunder. No one exercise of this power of appointment, owner of sale, or any other power or right given in this deed of trust shall exhaust the right to exercise such power but all rights and powers herein given may be secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the trust herein given, the Beneficiary or any person in interest may become the purchaser, and upon payment of the purchase price, the Trustee shall execute a Deed of Conveyance, which conveyance shall vest the title of the Trustee in such purchaser upon payment of the purchase price.

THE INDEBTEDNESS secured by this Deed of Trust may not be assumed by any person, firm or corporation, and the Grantor has acknowledged by separate agreement the particular circumstances under which this loan was made to him and the reasons for the absolute prohibitions against assumption thereof.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set _____ [his/her/their] hand(s) the day and year hereinabove first written.

_____
Signature of CHDOs Authorized Representative

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the state aforesaid

_____, personally known to me or proven to me by sufficient photo identification, of _____, Hattiesburg, MS, Grantor, who acknowledge before me that **he/she** signed and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and seal this ____ day of _____, 20__.

_____ _____
My Commission Expires NOTARY PUBLIC

PROMISSORY NOTE

Borrower(s): _____ Loan No: _____

_____ Loan Date: _____

Address: _____ Loan Amount: _____

For value received, we the undersigned, jointly and severally, promise(s) to pay to the order of the **City of Hattiesburg,** herein called Creditor, at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, the sum of: _____ ($ _____) Dollars in principal debt. This note shall mature, and said principal debt shall be due and payable in full _____ years from date of this note, on the _____ day of _____, _____. If the Borrower has met the City of Hattiesburg's Affordability Period of _____ years as agreed upon, the loan is considered a grant and this note will automatically cancel without payment on its maturity date.

Security Provisions:

This note is secured by a Deed of Trust of even date herewith covering the property described in foresaid Deed of Trust, hereinafter called Collateral, and any proceeds thereof. Said Deed of Trust is to be duly filed for record in the office of the Chancery Clerk of Forrest County, Mississippi.

In the event the undersigned shall default on its first Deed of Trust, the second Deed of Trust shall also be in default, and if such failure occurs this note, the unpaid principal amount becomes due and payable, at the option of the holder, without notice to the undersigned. Failure of the holder to exercise such option shall not constitute a waiver of such default.

In the event the Borrower sells, transfers, disposes, or abandons property prior to the termination of the affordability period the borrower will repay a percentage of the loan on a prorated basis. The percentage of repayment will be determined by the length of time – in full months – the borrower has satisfied as a percentage of the affordability period.

In the event the Borrower sells property in compliance with the terms of the Deed of Trust and written agreement between the borrower and creditor, and where the buyer is an eligible buyer according to the written agreement, and where the buyer and the creditor establish a written agreement and other binding instruments to establish and enforce an alternate affordability period, the creditor will cancel this note.

In the event suit is instituted by the holder to recover on this note, undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees and court costs. If this note be reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

Demand, protest and notice of demand and protest are hereby waived, and the undersigned hereby waive, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this note.

Borrower(s) acknowledge(s) receipt of a copy of this note and agree(s) to the terms and conditions contained herein.

_____

Borrower's Signature

_____

Witness Signature

City of Hattiesburg Department of Federal & State Programs Down Payment Assistance

PROMISSORY NOTE

Borrower(s): _____ Loan No: _____

_____ Loan Date: _____

Address: _____ Loan Amount: _____

For value received, we the undersigned, jointly and severally, promise(s) to pay to the order of the **City of Hattiesburg,** herein called Creditor, at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, the sum of: _____ ($ _____) Dollars in principal debt. This note shall mature, and said principal debt shall be due and payable in full five years from date of this note, on the _____ day of _____, _____. If the Borrower has met the City of Hattiesburg's Down Payment Loan Affordability Period of five (5) years as agreed upon, the loan is considered a grant and this note will automatically cancel without payment on its maturity date.

Security Provisions:

This note is secured by a Deed of Trust of even date herewith covering the property described in foresaid Deed of Trust, hereinafter called Collateral, and any proceeds thereof. Said Deed of Trust is to be duly filed for record in the office of the Chancery Clerk of Forrest County, Mississippi.

In the event the undersigned shall default on its first Deed of Trust, the second Deed of Trust shall also be in default, and if such failure occurs this note, the unpaid principal amount becomes due and payable, at the option of the holder, without notice to the undersigned. Failure of the holder to exercise such option shall not constitute a waiver of such default.

In the event the Borrower sales, transfers, disposes, or abandons property prior to the five (5) year affordability period the borrower will repay a percentage of the loan on a prorated basis. The percentage of repayment will be determined by the length of time the borrower has occupied the property.

In the event suit is instituted by the holder to recover on this note, undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees and court costs. If this note be reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

Demand, protest and notice of demand and protest are hereby waived, and the undersigned hereby waive, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this note.

Borrower(s) acknowledge(s) receipt of a copy of this note and agree(s) to the terms and conditions contained herein.

_____

Borrower's Signature

_____

Witness Signature

2. Project Development Oversight

Item #	Timing	Staff Involved	Policy/Procedure	Reference
5.2.1			**Policy** for Inspections: *The City's Housing Program Inspector will inspect CHDO's projects weekly or as progress dictates to verify progress claimed on draw requests and to ensure the project proceeds according to required standards. *Projects will also be inspected by the City's Technical Inspectors for code compliance.	Development Oversight

Development Oversight

The CDD Housing Inspector will inspect the progress of the CHDO's development weekly or as progress dictates. As such, the CHDO must provide access to the Housing Inspector or other City staff as requested.

In addition to weekly/periodic inspections of progress, the CDD's Housing Inspector will perform an inspection upon each drawdown request to confirm that all funds requested are supported by work completed/performed in a satisfactory manner.

The City's Building Division (Department of Urban Development) will require Technical Inspections with respect to the type of work involved in the project. It is the CHDO's responsibility to inform the CDD's Housing Inspector of upcoming Technical Inspections at least three (3) days in advance so that the CDD may make a preliminary inspection.

For work to be considered satisfactory, approval by the CDD's Housing Inspector is required. Approval by Technical Inspector(s) and/or a certificate of occupancy does not deem work "satisfactory" on a HUD-funded project without the approval of the CDD's Housing Inspector. Likewise, satisfactory project completion requires the approval/confirmation by the CDD's Housing Inspector.

3. Fund Disbursements

Item #	Timing	Staff Involved	Policy/Procedure	Reference
5.3.1	When CHDOs need reimbursements for project development expenditures	CHDO project manager, Hattiesburg Government Accountant	**Polices for disbursement of development funds and, applicable, operating funds:**	Disbursement of Funds Policies.doc
5.3.2	When CHDOs need reimbursements for project development expenditures	CHDO project manager, Hattiesburg Government Accountant	**Procedures for disbursement of development funds:**	Disbursement of Funds Procedures.doc
5.3.3			**Project Development Reporting Requirements For Funds Disbursements**	Project Progress Reporting Requirements.doc
5.3.4			**Forms:**	
5.3.4.1			**Request For Funds Form:**	Request for Funds Form
5.3.4.2			**Progress Reporting Form:**	CHDO Progress Report

Disbursement of Funds Policies

1. Disbursement of funds to CHDOs by the City for project development and for developer fees (if any) shall not exceed the amounts specified in the developer agreement.

2. The City will only make draw payments that are consistent with the CHDO's approved project budget and schedule.

3. Draw requests must provide information required by the Developer Agreement. (See Disbursement of Funds Procedures.doc).

4. Payments will only be made for eligible expenses that have already been actually incurred and earned (in the case of developer fees) by the CHDO and supported by documentation accompanying the requests for payment.

5. In addition, the City reserves the right to liquidate funds available under the developer agreement for costs incurred by the City of Hattiesburg on behalf of the project.

6. Payments are contingent upon certification of the CHDO's financial management system in accord with standards specified in *Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations, §84.21 Standards for financial management* systems. (See 84.21.doc)

Disbursement of Development Funds Procedures

1. CHDO drawdown payment requests for reimbursement of its development expenses are transmitted to the City's Department of Federal & State Programs, Community Development Division. Funds are requested by submitting the Request for Funds Form (See Request for Funds Form 10.11.12.doc).

2. The City may request additional documentation from the CHDO to ensure the HOME investment is in compliance with 24 CFR 92.206 (see 92.206.doc) and for HUD IDIS disbursement requirements.

3. The Governmental Accountant will review the invoice forms to determine that:
    a. The forms and supporting documents are accurately completed;
    b. The request amount is in conformance to the approved project budget; and
    c. The Housing Program Inspector has verified that project progress mirrors the progress claimed by signing off on the Request for Funds form.
4. Requests for payment must consist of reimbursement of actual costs incurred, based on documentation submitted with the request and developer fee, if applicable.
5. At no point will draws against HOME funds exceed the estimated costs of completion.

6. If there are other sources of funding in the project, the City will pay draw requests based on the actual work completed and the percentage of the total cost expended based on the City's proportional share of the total cost unless otherwise agreed to the by the City and the CHDO to pay for any one particular construction cost.
7. Funds requested prior to the completion of work indicated in the Request for Funds forms will not be accepted for payment.
8. Request for Funds submitted prior to submitting required reports will not be accepted for payment.
    a. See Project Progress Reporting Requirements.doc for a list of reports which the CHDO must submit to the City on a quarterly or annual basis.

9. Payments will be adjusted by the City in accordance with HOME funds and program income balances available in CHDO accounts.

10. The City reserves the right to inspect records and project sites to verify that the reimbursement requests are reasonable. The City also reserves the right to hold payment until adequate documentation has been provided and reviewed.

11. An amount of 10% of the HOME funding commitment will be held back until completion of the project, as indicated below.
    a. Reimbursement Requests should include all development costs incurred in the period, should show approved budgeted amounts, should show the pro-rata assignment of cost based on all sources of funding in the project (including

CHDO funding), and should show a reduction of 10% of the requested HOME-CHDO amount, which the City will withhold until project completion.

b. The developer fee (if any) is not subject to the same 10% withholding as development costs.

12. Upon completion, the CHDO will submit a final invoice to the City.

a. For home ownership projects, final payment, including the 10% amount withheld shall be made only after the City has determined that all construction has been complete and has been done to the satisfaction of the Community Development Division's Housing Program Inspector, meets all code requirements, all units have been issued a Certificate of Occupancy, and the HOME units have been occupied per the developer agreement.

b. For rental projects, final payment, including the 10% amount withheld shall be made only after the City has determined that all construction has been complete and has been done to the satisfaction of the Community Development Division's Housing Program Inspector, meets all code requirements, all units have been issued a Certificate of Occupancy, and the HOME units have been occupied per the developer agreement.

c. The full 10% withholding may not be released if in the course of the project the CHDO incurred penalties as a result of a failure to perform according to the developer agreement.

Project Development Progress Reporting Requirements

1. To ensure production and accountability, ensure compliance with HOME and other federal requirements, and evaluate organizational and project performance, the CHDO will provide the City with:

    a. monthly reports to the CITY on the progress of the project:

        i. Reports are due the 15th of each month and will cover activities for the prior month.

        ii. The CITY retains the right to request additional documentation to comply with HUD's reporting requirements.

        iii. The form to be used by the CHDO for reporting is attached as CHDO Progress Report.

    b. If the CHDO fails to submit the monthly progress reports by the due date, no payments will be made to the CHDO until all outstanding reports have been submitted.

    c. The CITY will send the CHDO one reminder notice if the report has not been received fourteen (14) days after the due date.

    d. If the CHDO has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in the agreement. In addition, the CHDO agrees to provide the CITY information as required to determine program eligibility, and financial records pertinent to the project.

    e. At project completion, the CHDO will provide a Project Completion Report, with all data and supporting documentation for project closeout as may be required by the CITY.

2. The Guidebook, *Monitoring HOME Program Performance*, on file in the City of Hattiesburg's City Clerk (MB2001-3/97-98), describes in detail report requirements and monitoring procedures. The guidebook may not include all requirements that are outlined in these CHDO Policies, Procedures, and Forms, and the City reserves the right to require additional reports or information as it deems appropriate in monitoring and reviewing all HUD-funded projects.

REQUEST FOR FUNDS FORM

CHDO Name: _____ Prepared by: _____

Contact Phone Number: _____ Contract Date: _____

Payment Request Number: _____ CHDO Activity: _____

Estimated percentage (%) complete: _____

Request for reimbursement of expense incurred between ___/___/___ and ___/___/___.

Funds requested are for (check the appropriate choice)

___ **CHDO Developer Fee**	____ **Operating Cost**	___ **New Construction Development Cost**	___ **Rehabilitation Development Cost**

Payment Request Breakdown

Item Description	Amount requested
1)	$
2)	$
3)	$

Project Cost Breakdown

HOME funds		**Other project funds**	
This section to be completed by Developer		*This section to be completed by Developer*	
Total Amount Requested for this Draw	$	Total Amount Requested for this Draw	$
This section to be completed by City			
Original Contract Amount	$	Original Contract Amounts	$
Total Change order amounts	$	Total Change order amounts	$
Prior payments to date	$	Prior payments to date	$
Contract balance	$	Contract balances	$
Total amount approved	$	Total amounts approved	$
10% withheld	$	____% withheld if any	$
This Payment Amount	$	Actual payment amounts	$
New Contract balance	$	New Contract balances	$
Total retainage held to date	$	Total retainage held to date	$

Authorized Signatures

Signature of Authorized Officer Requesting Funds	Print Name	Date
Signature of City Housing Specialist	Print Name	Date
Signature of City Official Approving Disbursement	Print Name	Date

CHDO PROGRESS REPORT

CHDO NAME AND PROJECT LOCATION

Date Submitted: _____

CHDO Name:		
CHDO Address:		
		Zip:
Contact Name	Title	
Contact e-mail	Phone	
Development Name:		
Development Address:		
		Zip:

Please check for the appropriate report:

☐ Monthly Report

J	F	M	A	M	J	J	A	S	O	N	D

☐ Final Report

PERCENTAGE COMPLETE

What percentage of development completed? _____

What major tasks are completed?

What major tasks are underway?

TIMELINE

Is the development on schedule according to the agreement? ___ Yes ___ No

Is the development delayed compared to the agreement? ___ Yes ___ No

If delayed, how far behind is the project and what are the causes of delay?

Will construction be completed on schedule? ___ Yes ___ No

If not, what is the anticipated completion of the construction? _____

MARKETING

For homebuyers only:

Are there any homebuyers interested in purchasing this property? ___ Yes ___ No

If so, how many interested homebuyers are qualified to purchase the property? _____

Have potential homebuyers been referred to the City to apply for the Down Payment Assistance Program?
___ Yes ___ No

For rental only:

Have marketing efforts begun to lease unit? ____ Yes ____ No

How many units are pre-leased to date? _____

1. Project Completions

Item #	Timing	Staff Involved	Policy/Procedure	Reference
6.1.1	During and after completion of the CHDO project	Government Accountant, Housing Program Inspector	**Project completion policies and procedures:**	Project Completion Policies and Procedures.doc

Project Completion Policies and Procedures

1. No project will be considered completed and no final payment shall be made until the following occurs:

    a. All required occupant beneficiary data has been submitted by the CHDO to the CDD Staff for all units sold or rented.

    b. Project completion reports in a form provided by the City of Hattiesburg have been submitted by the CHDO as part of the completion package for review and approval by the CDD Staff- Governmental Accountant and Housing Inspector.

    c. All inspections by the CDD Housing Program Inspector and the City's Technical Inspectors have been completed.

    d. The CHDO provides CDD Staff with copies or final releases of liens from all contractors, sub-contractors and suppliers.

    e. A Certificate of Occupancy and/or a Notice of Completion has been issued.

    f. The project has been reported as completed in IDIS by CDD Staff.

        i. Occupant demographic and unit information must be provided by the CHDO to CDD staff no later than 30 days from the date of occupancy.

2. Project Close-outs

Item #	Timing	Staff Involved	Policy/Procedure	Reference
6.2.1	Following completion and occupancy of the CHDO project	Government Accountant, Housing Program Inspector	**Close-out policies and procedures:**	Project Close Out Policies and Procedures.doc

Project Close-Out Policies and Procedures

1. HOME funds allocated to CHDOs will be closed out in accordance with procedures established by HUD as required by 92.507.

2. The CDD Staff will reference required close-out and reporting of close-out procedures in the written developer agreement.

3. A CHDO's obligation to the City shall not end until the compliance period specified in the developer agreement for the project is completed.

4. Activities during the project completion and close-out period shall include, but are not limited to:

    a. the Housing Program Inspector's creating a punch list during a final walk through inspection after being notified by the developer that the project is completed;

    b. the Housing Program Inspector's inspecting and verifying that the punch list items have been cleared;

    c. making final payments;

    d. disposing of program assets (including the return of all unused materials, equipment program income balances, and receivable accounts to the City); and

    e. determining the custodianship of records.

5. CDD staff will make appropriate entries to report the project as closed-out in IDIS and commence the compliance period for the project.

1. Annual Monitoring of Projects

Item #	Timing	Staff Involved	Policy/Procedure	Reference
7.1.1	At all times	Government Accountant	**Record maintenance and retention policies and procedures:**	Maintenance and Retention of Records.doc
7.1.2	At all times	Government Accountant	**Policies for access/disclosure of records:**	Policy for Access to CHDO Records.doc
7.1.3	Annual	Government Accountant	**Project Audit policies and procedures:**	Project Audits.doc
7.1.4	At all times	Government Accountant	**Performance monitoring policies and procedures:**	Performance Monitoring Policies and Procedures.doc
7.1.5	Quarterly, Annually	Government Accountant	**Reporting Polcies and Requirements**	Reporting Requirements.doc
7.1.6		Government Accountant		Policies and Procedures Regarding City and Organizational CHDO Audits.doc
7.1.7	Annually and as needed	CDD Staff	**Policies and procedures for training and TA to be provided to CHDOs:**	Training and Technical Assistance to CHDOs.doc
7.1.8			**Forms and Reference Documents:**	

7.1.8.1			**CHDO Project Compliance Monitoring Checklist:**	CHDO Project Compliance Review Checklist.doc
7.1.8.2			**Lease Agreement Addendum - HOME Requirements**	addendum to home lease
7.1.8.9			**Monitoring Guide for Rental Projects:**	Rental Project Monitoring Guide
7.1.8.10			**Monitoring Guide for Home Ownership Projects:**	Homeownership Monitoring

Policies and Procedures for the Maintenance and Retention of Records

1. Maintenance of Records: CHDOs shall maintain all records required by the federal regulations specified in 24 CFR Part 92, and that are pertinent to HOME activities approved and funded by the City. Such records shall include but are not limited to:

    a. Records demonstrating compliance with the written agreements required by 24 CFR Part 92.504 (see 92-504.pdf);

    b. Records demonstrating compliance with applicable uniform administrative requirements required by 24 CFR Part 92.505 (see92-505.pdf);

    c. Records documenting required inspections, monitoring reviews and audits, and the resolution of any findings or concerns required to determine the eligibility of activities;

    d. Records required to document the acquisition improvement, use redisposition of real property acquired or improved with assistance;

    e. Records documenting compliance with the fair housing and equal opportunity components of the HOME program;

    f. Records documenting compliance with affirmative marketing procedures and requirements of 24 CFR Part 92.351 (see 92.351.doc) the fair housing and equal opportunity components of the HOME program;

    g. Financial records as required by CFR 24 Part 84 , and OMB Circular A-122 (see http://www.whitehouse.gov/omb/circulars_a122_2004); and

    h. Other records necessary to document compliance with CFR 24 Part 92.508 (see 92.508.doc).

2. Retention of Records: CHDOs shall maintain all records required by the federal regulations specified in 24 CFR 92.508 (c) (See 92.508(c) .doc), and that are pertinent to HOME activities approved and funded by the City.

    a. CHDOs shall retain all records pertinent to expenditures incurred in developing housing funded by HOME for a period of 5 years after the termination of all activities funded under HOME Development Agreements with the City, or after the resolution of all Federal audit findings, whichever occurs later.

b. Records for non-expendable property acquired with HOME funds shall be retained for 3 years after final disposition of such property.

c. Records for any displaced person as a result of developing a project with HOME funds must be kept for 5 years after he/she has received final payment, if applicable.

d. For homeownership housing projects developed with HOME funds, records are retained for five 5 years after the project completion date, except documents for imposing recapture/resale restrictions which must be retained for five 5 years after the affordability period terminates.

See the Guidebook, *Monitoring HOME Program Performance*, as adopted by the Hattiesburg City Council and on file with the City Clerk (MB2001-3/97-98).

Policies and Procedures for Access and Disclosure of CHDO Records

1. Citizens, public agencies, and other interested parties must be provided with reasonable access to records, consistent with applicable state and City laws regarding privacy and obligations of confidentiality.

2. The City, the U.S. Department of Housing and Urban Development, the Comptroller of the United States, and the State of Mississippi and any of their representatives, have the right of access to any pertinent books, documents, papers, or other records of the CHDO in order to make audits, examinations, excerpts, and transcripts.

3. All CHDO records with respect to any matters covered by this Agreement shall be made available to the City of Hattiesburg, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

4. See also HOME CHDO Regulations 92.508(d) .doc.

Policies and Procedures Regarding Project Audits

1. **Policies**:

    a. CHDOs must agree to have an annual agency audit conducted in accordance with current City policy concerning CHDO audits, *if* required by federal regulations.

    b. All CHDO records with respect to any matters covered by Development Agreements shall be made available to the City of Hattiesburg, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

2. **Procedures**:

    a. Any deficiencies noted in audit reports by the City or other governmental agency must be fully cleared by the CHDO within 30 days after receipt by the CHDO.

    b. Failure of the CHDO to comply with the above audit requirements will constitute a violation of its agreements with the City and may result in the withholding of future payments.

Performance Monitoring Policies & Procedures

1. The City will review and audit all CHDO records pertaining to any payments by the City.
    a. Said records shall be maintained for a period of five years after the completion of the affordability period.
    b. All HOME funds are subject to repayment in the event the project does not meet the Project Requirements.
    c. Any HOME funds reserved but not expended under the CHDO's development agreement will revert to the City.
2. The City shall monitor the performance of the CHDO as prescribed by HUD.
3. The City shall monitor the performance of the CHDO against goals and performance standards required in development agreements.
4. Substandard performance as determined by the City will constitute non-compliance with this agreement.
5. If action to correct such substandard performance is not taken by the CHDO within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

Reporting Requirements

1. To ensure production and accountability, ensure compliance with HOME and other federal requirements, and to evaluate organizational and project performance, the CHDO will provide the City with:

    a. Monthly Progress Reports;

    b. Annual Financial Summary Reports;

    c. Annual rent rolls for rental projects, indicating the income levels and rents being charged to current occupants.

2. The Guidebook, *Monitoring HOME Program Performance*, on file in the City of Hattiesburg's City Clerk (MB2001-3/97-98), describes in detail report requirements and monitoring procedures.

Policies and Procedures Regarding City and Organizational CHDO Audits

1. **Policies**:
    a. CHDOs must agree to have an annual agency audit conducted in accordance with current City policy concerning CHDO audits, *if* required by federal regulations.
        1. All CHDO records with respect to any matters covered by development agreement shall be made available to the City of Hattiesburg, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
2. **Procedures**:
    a. CHDO audits will be conducted in accordance with 24 CFR Parts 44 ("single audit" requirement if an organization is awarded more than $300,000 in federal funds during a fiscal year) and 45 (http://www.gpo.gov/fdsys/pkg/CFR-1997-title24-vol1/xml/CFR-1997-title24-vol1-sec45-1.xml). as applicable.
    b. Any deficiencies noted in audit reports must be fully cleared by the CHDO within 30 days after receipt by the CHDO.
    c. Failure of the CHDO to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
    d. The City will review and audit all records of the CHDO pertaining to any payments by the City under any current or past CHDO development agreement has executed with the City.
        1. Said records shall be maintained for a period of five years after the completion of the affordability period.
    e. All HOME funds are subject to repayment in the event the project does not meet the Project Requirements during the affordability period.

Training and Technical Assistance Provided to CHDOs

1. Periodically the Department of Federal and State Programs, Community Development Division (CDD) staff will provide technical assistance and/or trainings offered to currently certified CHDOs and other known organizations interested in CHDO eligibility. As part of the trainings, the CDD staff will:

    a. Discuss:
        - Basic relevant HOME statutory and regulatory requirements;
        - These Hattiesburg PJ-CHDO Relationship Policies and Procedures;
        - Timely issues and best practices, as necessary.

    b. Provide:
        - Current digital copies of these Hattiesburg PJ-CHDO Relationship Policies and Procedures;
        - *CHDO Self-Assessment Tool Checklist* (see: CHDO Capacity Self-Assessment Tool.doc);
        - *CHDO Project Risk Analysis Checklist* (see: CHDO Project Risk Analysis Checklist.doc);
        - *CHDO Toolbox* and *CHDO Survivor Guide Publications* for organizations who do not already have copies of them.
        - Updated copy, if applicable, of Hattiesburg's *Rehabilitation/Repair/Reconstruction Program Manual*, which includes a section on Property Standards and references to the City's most recently adopted code standards.

2. If findings from the City's ongoing project monitoring determine that there are problems or adverse issues, specialized technical assistance or training may be provided to a CHDO by City staff or by a HOME-CHDO technical assistance provider.

CHDO Project Compliance Review Checklist

Project Name: _____

Section #	Requirement	Complies	N/A	Concern	Comments
General Project Requirements					
92.205(a)	Eligible activity				
92.214	Prohibited activities/costs				
92.206	Cost eligible, reasonable, necessary				
92.206(a)	Hard costs				
92.206(c)	Acquisition				
92.206(d)	Soft costs				
92.206(f)	Relocation				
92.2	Construction w/in 12 mos.				
92.205(d)	Assisted units; cost allocation				
92.205(b)	Form of investment				
92.250(a)	Max per-unit subsidy limits				
92.250(b)	Subsidy layering				
92.251	Property standards				
92.251(a)(3)	Accessibility standards				
92.220	Match sources identified				
Environmental Review					
92.352	Environmental review				
58.36	Subject to NEPA				
58.35(a)	Categorically excluded; subject to 58.5				
58.35(b)	Categorically excluded; not subject to 58.5				
Rental Project					
92.216(a)	90% @ 60%				
92.252(a)	rent limits				

Section #	Requirement	Complies	N/A	Concern	Comments
92.252(b)	units and rent limits				
92.252(e)	minimum affordability period				
92.252(h)	income verification				
92.252(j)	fixed or floating				
92.253	lease, notice, selection policy				
Homebuyer Project					
92.254(a)(2)	value limit				
92.254(a)(3)	< 80% AMI; principal residence				
92.254(a)(4)	affordability period				
92.254(a)(5)	resale/recapture				
92.601(a)(1)	first time buyer				
CHDO Project					
92.300(a)	eligible CHDO development activity				
92.300(a)	project control				
92.301	pre-development loan				
92.303	Tenant Participation Plan (rental projects)				
Other Federal Requirements					
92.257	religious organization non-discrimination				
92.351(a)	affirmative marketing				
92.353	relocation				
92.354(a)	Davis-Bacon				
92.355	lead-based paint				
92.356	conflict of interest				

HOME PROGRAM ADDENDUM TO LEASE

Term of Lease.The term of this lease shall be for one year commencing on the effective date written above. Mutual agreement allows for less than 1 year.

Termination of Tenancy.The owner may not terminate the tenancy or refuse to renew this lease except for serious or repeated violations of the terms and conditions of the lease; for violation of applicable federal, state, or local law; for completion of the tenancy period for transitional housing; or for other good cause. Any termination or refusal to renew must be preceded by not less than 30 days by the owner's service upon the tenant of a written notice specifying the grounds for the action.

Housing Inspection.As a requirement of the HOME Program, the tenant is required to permit the annual inspection of the rental unit by staff of the City of Hattiesburg or the HOME Program and the owner.

Income Recertification.As a requirement of the HOME Program, the tenant is required to provide household income information to the owner on an annual basis. Failure to provide such information may be considered just cause for termination of tenancy.

Increases in tenant income.Upon annual income recertification, should the annual household income increase so that it is greater than 80% of median income, the household shall be required to pay as rent the lessor of 30% of the family's adjusted monthly income or an amount not to exceed the market rent for comparable, unassisted units in the neighborhood. However, tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to section 42 of the Internal Revenue Code of 1986 must pay rent governed by Section 42.

Prohibited Lease Provisions. The following lease provisions are prohibited:

1. Agreement to be sued. Agreement by the tenant to be sued, to admit to guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease; Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law;

2. Excusing owner from responsibility. Agreement by the tenant not to hold the owner or owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

3. Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

4. Waiver of Legal Proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties;

5. Waiver of a Jury Trial. Agreement by the tenant to waive any right to a trial by jury;

6. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;

7. Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

Signatures

Tenant: Date:

Owner: Date:

1.

Rental Project Monitoring Guide

I. Overview of Long Term Monitoring **page 3**

II. Tenant File **page 4**

III. Annual Certification of Household Income **page 4**

IV. Setting Rents in Affordable Rental Projects **page 4**

V. Tenant Selection Policies and Criteria **page 6**

VI. Fair Housing and Affirmative Marketing **page 6**

VII. Property's Standard Lease **page 7**

VIII. Housing Quality Standard **page 8**

IX. Monitoring Schedule and Notices **page 8**

I. Overview of Long Term Monitoring

The City of Hattiesburg has provided funding for many housing projects including new construction, rehabilitation, rental housing, and homeownership housing. With this extensive track record in development, the City must also ensure that all of these properties meet ongoing affordability requirements, provide appropriate housing for the individuals and families they were designed to house, and remain in compliance with the program requirements that permitted the creation of the units.

It is important for the City of Hattiesburg to conduct long-term monitoring of funded affordable rental projects. Under the federal HOME program regulations there are clear requirements that the City must document through monitoring during the term of affordability. Monitoring helps to protect the City's investment of HOME and the other housing programs it administers. Lastly, monitoring ensures that properties are being maintained and rented to the intended income populations.

There are four primary areas that long-term monitoring focuses on. They are:

1. Income targeting/occupancy and rent setting - Monitoring ensures that rental units remain occupied by low-income households and that the rents charged to these tenants are affordable.

2. Unit Condition –With the investment of City Housing funds in a property, the property must remain in decent, safe and sanitary condition to ensure health and safety of the tenants. Maintaining the property will aid in promoting neighborhood revitalization efforts and is important for protecting the City's financial investment.

3. Equal Treatment of applicants – All rental housing applicants to City funded housing must be treated fairly and without discrimination for the term of the City oversight of the housing. City funded affordable housing must be made available to all applicants irrespective of race, color, sex, age religion, ethnic background, disability or familial status. Monitoring ensures that these requirements are being met by the owner.

4. Future Investment decisions –Monitoring of existing properties helps the City assesses the performance of its property owner partners and is a factor in future funding decisions.

The project owner/developer and/or the agent, i.e. the property manager or property management firm, is responsible for the day-to-day operations of the rental project and must ensure compliance with the HOME and/or City Housing program rules and requirements.

The responsibilities of the project owner and/or manager include but are not limited to the following:

1. Ensure that the property management and other personnel understand and implement program rules related to income, occupancy, rents, utility allowances, leases, affirmative marketing and fair housing;

2. Submit annual reports and other documentation required by the City to show compliance with HOME and City Housing program rules and requirements;

3. Ensure that the property is maintained in accordance with Housing Quality Standards;

4. Provide information and reports to the City as requested or required;

5. Provide notice to and making arrangements with tenants whose units will be inspected;

6. Provide files for review, as requested by the City; and

7. Take any corrective actions that may be identified by the City in response to findings through the monitoring activity.

II. Tenant File

Property Owners/Managers must maintain a file on each tenant. The file must contain the following:

1. A rental application;

2. A copy of a signed lease indicating the unit rented, the rent charged and the utilities that must be paid by the tenant;

3. Tenant household size and income verification information, including source documentation and calculation.

4. In cases where evaluation or hazard reduction or both are undertaken, the property owner shall provide notices of evaluation and of hazard reduction activity to occupants in accordance with the Lead Safe Housing Rule. The property owner must also provide to each occupied dwelling unit a copy of the EPA lead hazard information pamphlet, *Renovate Right* or *Remodelar Correctamente,* in accordance with HUD's Lead Safe Housing Rule and EPA's Renovation, Repair, and Painting (RRP) Rule.

III. Annual Certification of Household Income

Certification of income eligibility for each tenant household is due upon the initial occupancy of each unit and is required annually for the term of affordability. Income must be determined in accordance with 24 CFR 92.203. Annual income is defined by HUD in 24 CFR 5.609. HUD's "Guide for Determining Income and Allowances under the HOME Program" will be followed to establish compliance with program requirements.

IV. Setting Rents in Affordable Rental Projects

Total housing cost for a family, which is defined as tenant paid rent plus tenant paid utilities, must be set no higher than either the High or Low HOME rent limits as currently published by HUD and/or in accordance with the Declaration of Restrictive Covenant for the rental project's contract with the City. The City actively encourages rents to be set below these maximums in order to increase the affordability and market for the units.

HOME Funded Rental Projects:

When setting rents and rent increases, HOME regulations may supersede any other requirements from other funding sources. Typically, the most restrictive requirements will apply. The owner/agent should review all agreements, contracts, deed restrictions and other documents to be sure that all requirements are understood and can be met. Please note that the HOME rents (High and Low) less any tenant paid utilities is the maximum a tenant may be charged in rent.

In a HOME assisted rental project with four or less units the High HOME rents can be applied to all units, but rents may be set lower. The income of each household served must be at or below 60% of Area Median Income.

The HOME program requires projects with 5 or more units to include at least 20% of the units to be rented to families whose incomes are at or below 50% of the Area Median Income (AMI) and the rent set at the Low HOME rent, less any tenant paid utilities. The remaining number of units, up to 80%, may be rented to families with incomes up to 60% of AMI with those rents set at the High HOME rent, less any tenant paid utilities. In no case shall the units be initially rented to households with incomes over 60% of AMI. Each agreement or contract must be reviewed for specific requirements since, in some cases, the percentage of units that are required to be rented to families at 50% of AMI with Low HOME rents may be higher based upon the agreements executed with the City.

Actions to be taken if Tenant Household income increases to a maximum of 80% of AMI during their occupancy:

High HOME Rent Units:

1. The Rent may stay at the High HOME Rent for that unit if it was already leased as a High Home unit;

Low HOME Rent Units:

1. The Rent must change to a High HOME rent and Owners/Agents are required to rent the next available High HOME rent unit to a very low-income tenant (VLI) at 50% of AMI at the Low HOME rent. Very low-income tenants must be given preference when units become available to bring the project back into compliance.

Actions to be taken if tenant household is over income (households with income over 80% of AMI):

1. Must be charged 30% of their adjusted income, except in the case of HOME-assisted Low Income Housing Tax Credit units where the tenant pays the rent governed by section 42 of the IRS code. In projects with floating HOME units, over-income tenants are not required to pay more than the market rent for comparable unassisted units.

HOME Assisted Projects with Tax Credits:

1. If a unit is funded under both the LIHTC and the HOME program requirement, it must comply with the HOME Low and High rents unless the LIHTC rents are lower.

2. In most cases the HOME Rent Limits will be lower.

General Rent Increase

1. Rent increase for HOME units must not exceed the HUD Low and High HOME Rents, which are published on an annual basis. However, projects may not automatically raise rents to the new limits if initial rents set were below the maximum at the time.

V. Tenant Selection Policies and Criteria

Owners must adopt written tenant selection policies and criteria and must provide the City with a copy. The tenant selection policies should provide for, and include, the following:

1. Provide a clear statement of the income eligibility criteria for occupancy of HOME-units.

2. Description of how income eligibility will be determined.

3. Provide for selection of tenants from a written waiting list in chronological order of their application.

4. Requires prompt written notification to any rejected applicant of the grounds for any rejection.

5. The policies must be reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease.

VI. Fair Housing and Affirmative Marketing

For HOME projects containing five or more HOME assisted units the project owner/developer must develop an Affirmative Fair Housing Marketing Plan as part of their Management Plan, and submit the Plan for approval. The plan must promote fair housing by ensuring outreach to all potentially eligible households, especially those least likely to apply for assistance. Affirmative marketing must consist of actions that provide information and otherwise attract eligible persons to the project without regard to race, color, national origin, sex, religion, familial status (persons with children under 18 years of age, including pregnant women), or disability. Upon approval by the City, the owner/developer/agent may implement the marketing plan.

2. The affirmative marketing requirements and procedures adopted must include:

i. Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the participating jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);

ii. Requirements and practices each owner must adhere to in order to carry out the participating jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);

iii. Procedures to be used by owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g., use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);

iv. Records that will be kept describing actions taken by the participating jurisdiction and by owners to affirmatively market units and records to assess the results of these actions; and,

v. A description of how the participating jurisdiction will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

VII. Property's Standard Lease

The lease between the owner and the tenant in a HOME-assisted unit must be for at least one year. The lease must not contain any prohibited provisions as listed in CFR 92.253 of the HOME Final Rule. The lease must indicate the unit rented, the rent charged and the utilities that must be paid by the tenant. The lease should contain provisions that provide for unit inspections and require that the tenant provide complete and accurate information regarding household size and income.

The following lease terms are prohibited:

1. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

2. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;

3. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

4. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

5. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

6. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;

7. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

8. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

Termination of tenancy. An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

VIII. Housing Quality Standard

The owner is responsible for maintaining the unit in accordance with HUD Housing Quality Standards (HQS). A copy of the HQS inspection form will be provided to the owner for use in maintaining these standards. Any correspondence between the owner and the tenant regarding unit maintenance should be kept in the tenant file. Any documentation of repairs must also be kept in the tenant file.

HQS inspections on a number of units in each project will be conducted by City Staff and will be part of the monitoring process.

We can take this section out since all of your units will be new or have abatement.

IX. Monitoring Schedule

For new rental projects:

Upon initial occupancy of the project where at least 75% of the units are occupied, the City will perform a monitoring of the project to review tenant income verifications, lease agreements, and program compliance.

The City will provide a written report to the owner of any findings and concerns found upon inspection of the project. The finding will be provided in writing and the agency will have 30 days to correct the findings. The City may return to the project for a second review when the project is 100% occupied, at its option, and may return to verify corrected findings as necessary.

For Existing Rental Projects:

No less than 20% of all units and files will be inspected during a monitoring visit. Units will be randomly selected prior to the site visit from a list of units provided by the owner. The City retains the right to review all files and inspect all units during the monitoring visit.

Each year the City of Hattiesburg staff will notify the owner in writing at least 30 days in advance of the planned monitoring visit. At that time the City will request rent rolls and select the files that will be reviewed and the units that will be inspected by City staff. The owner will ensure that the units and files are available for inspection by City staff.

The City will provide a written report to the Owner on the findings during the monitoring visit. The owner will be provided with 14 days to correct any discrepancies found in the files and the inspection. Failure of the owner to comply will constitute a default under the agreement.

All notices between the City and the owner will be provided in writing to the address listed in the established agreement or following amendment(s) or notice(s) as applicable.

Owners are encouraged to seek assistance from City staff in the event that they are unsure of how to proceed on issues that arise in the day-to-day administration of the project. City staff will provide technical assistance as needed to assist the owner in complying with program requirements.

Homeownership Monitoring

Under the HOME program the beneficiary must remain an owner/occupant of the home acquired under the program during the affordabilityperiod. In order to ensure that the buyer remains an owner occupant the City will take the following steps on an annual basis. All clients will be screened at the same time each year using this method. Clients that have closed on their homes within the last 12 months will be screened the following year.

1. The City staff will check the public tax records for Forrest County http://www.deltacomputersystems.com/MS/MS18/index.html to determine if the property is homesteaded. A copy of the homestead information will be placed in the clients file.

2. If the public records are reviewed and the client does not have homestead exemption, a letter will be mailed to the client requesting that they sign an affidavit that they are currently occupying the property. In addition the client will be requested to apply for homestead exemption a submit proof once they have applied. This information will be placed in the clients file.

3. If a letter is mailed to the client and the client fails to return the affidavit or the letter is returned unopened, the housing inspector will visit the property to determine who is occupying the home. If the home is being rented or is vacant, the inspector will provide a report to the Director who will try locating and contacting the owner. A certified letter will be send to the owner advising them of their violation of the terms of the agreement and requesting that they return to the home as their homestead or pay the amount due for non-compliance.

4. If the owner chooses to return to the home and provides proof of occupancy, the time that the owner did not reside in the home will be added unto to the term of the affordability period.

5. If the City is unable to contact the owner, the City attorney will be contacted so the City can proceed to take legal action against the owner for failing to comply with the terms of the affordability period and attempt to recapture the HOME funds.

1. Keeping These Policies and Procedures Up-to-Date

Item #	Timing	Staff Involved	Policy/Procedure	Reference
8.1.1	At any time	All staff	**Change and Update Policies:** *These policies and procedures should constantly evolve and be improved. *Different staff have varying levels of ability and responsibilities to make changes to this document and its related hyperlinked documents. *All staff are encouraged to recommend changes and improvements at any time.	
8.1.2	At any time	Government Accountant, Administration or City Council	**Procedures for approving and making changes to CHDO Process Policies and Procedures:**	Policy and Procedure Change Procedures.doc
8.1.3	After a change is made to a policy or procedure	Government Accountant	**Form:** Policies and Procedures Change Log	P&P Change Log Form.xls

Making Changes to the City of Hattiesburg's CHDO Process
Policies and Procedures

1. Policies are rules that guide decisions and actions to achieve organizational and programmatic objectives. As such, the authority and responsibility to establish, approve, and change them are at high levels within the organization—the Mayor, City Council and executive staff.

2. Procedures involve a specified set of steps or instructions to achieve results that are dictated by the organization's policies, goals and objectives. They also involve a wide range of implementation tools—many of which are included in the hyperlinked documents to this policies and procedures manual.

3. "Primary Owners" of these policies and procedures are the City's Community Development Division Staff. Only they can make changes to policies or procedures after appropriate approvals.

4. Although other staff do not have the authority to make policy and procedure changes directly, they are encouraged to recommend changes if they see a need or could improve the organization's ability to achieve its goals and outcomes according the following procedure:

    a. Write a memo or email to the Director of the Department of Federal & State Programs that:

        i. States what the existing policy or procedure is and cites where it is in the policies and procedures document by giving the Excel Workbook Item Number(s) it relates to.

        ii. States what you recommend be changed and the reasons why.

        iii. Provides suggestions for wording changes to the existing policy or procedure, if applicable.

    b. The Director will discuss the policy or procedural change with the person making recommendation and with other staff as appropriate.

    c. If they agree that the recommended change is appropriate and will have positive benefits, they will take proposed policy changes to the Mayor for his/her consideration. If the Mayor deems the policy change appropriate, s/he will take it to the City Council for approval, if applicable.

    d. Procedural changes normally would not need City Council approval.

e. Once the policy or procedural change is approved at the appropriate level(s), the Director and staff will make the changes to the policies and procedures.

f. After the change has been made, the person making it will:

   i. send an email to all affected staff (and outside parties as appropriate) notifying them of the policy or procedure change, explaining why it was made, and informing them of any implications;

   ii. make an entry into the Asset Management Policies and Procedures Change Log (P&P Change Log Form.xls) to document the change.

g. In some cases, when a policy or procedure changes, there may be corresponding changes to related hyperlinked documents such as forms, checklists, etc.

City of Hattiesburg CHDO Process Policy or Procedure Change Log

Date of Change	Staff Who Made Change	Item #	Description of Change

City of Hattiesburg, MS

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

Master

File Number: 2013-0236

File ID:	2013-0236	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/23/2013
Brief Title:	Monthly			**Final Action:**	
				Minute Book Number:	MB2013-138

Title:
Acknowledge receipt of the monthly budget report for the month ending April 30, 2013, on permanent file in the City Clerk's Office.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	april reports expenditures, april reports revenues	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0236

Title

Acknowledge receipt of the monthly budget report for the month ending April 30, 2013, on permanent file in the City Clerk's Office.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

			CITY OF HATTIESBURG							
	001003 - GENERAL FUND-CITY COUNCIL		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
10,420	REGULAR WAGES	4000	141,040		77,895	63,145	58%	55%	(7,505)	-5%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
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10,420	**SALARIES**		**141,040**		**77,895**	**63,145**	**58%**	**55%**	**(7,505)**	**-5%**
	EMPLOYEE BENEFITS									
1,437	STATE RETIREMENT	4600	18,835		10,780	8,055	58%	57%	(355)	-2%
734	F.I.C.A. TAXES	4700	10,110		5,519	4,591	58%	55%	(649)	-6%
2,328	HOSPITALIZATION INS.	4800	31,320		16,296	15,024	58%	52%	(3,384)	-11%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	545			545	58%	0%	(545)	-100%
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4,500	**EMPLOYEE BENEFITS**		**60,810**		**32,595**	**28,215**	**58%**	**54%**	**(4,933)**	**-8%**
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14,920	**PERSONAL SERVICES**		**201,850**		**110,490**	**91,360**	**58%**	**55%**	**(12,438)**	**-6%**
	_____									
	OFFICE SUPPLIES									
215	PAPER	5003	600		215	385	58%	36%	(231)	-39%
	PRINTED FORMS	5005								
151	OTHER EXPENDABLE OFF.S	5010	1,200		751	449	58%	63%	87	7%
	MINOR OFFICE EQUIP/FUR	5020								
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080	800			800	58%	0%	(800)	-100%
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366	**OFFICE SUPPLIES**		**2,600**		**966**	**1,634**	**58%**	**37%**	**(944)**	**-36%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110	500			500	58%	0%	(500)	-100%
35	FOOD	5115	300		159	141	58%	53%	(27)	-9%
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								

35	**OPERATING SUPPLIES**		**800**		**159**	**641**	**58%**	**20%**	**(527)**	**-66%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	MTR VEHICLE REP. PTS/S	5700								
	OTHER REPAIR/MAINT. SP	5990								
	REPAIR & MAINTENANCE									
401	**SUPPLIES AND EXPENSES**		**3,400**		**1,125**	**2,275**	**58%**	**33%**	**(1,471)**	**-43%**
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010	99,750		80,000	19,750	58%	80%	37,393	37%
	ARCHITECTURAL	6012								
	ENTERTAINMENT	6033								
	DATA PROCESSING	6035								
	OTHER PROFESSIONAL SER	6049								
	PROFESSIONAL SERVICE		**99,750**		**80,000**	**19,750**	**58%**	**80%**	**37,393**	**37%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	TRAVEL EXP-CLERK	6110 CLERK	2,400		514	1,886	58%	21%	(1,519)	-63%
	TRAVEL EXP-WARD 1	6110 WARD1	2,000			2,000	58%	0%	(2,000)	-100%
	TRAVEL EXP-WARD 2	6110 WARD2	1,604		1,604		58%	100%	1,145	71%
	TRAVEL EXP-WARD 3	6110 WARD3	2,000			2,000	58%	0%	(2,000)	-100%
	TRAVEL EXP-WARD 4	6110 WARD4	2,000			2,000	58%	0%	(2,000)	-100%
	TRAVEL EXP-WARD 5	6110 WARD5	2,000		250	1,750	58%	13%	(1,571)	-79%
	TRAVEL EXPENSE		**12,004**		**2,368**	**9,636**	**58%**	**20%**	**(7,944)**	**-66%**
	FREIGHT	6120	41			41	58%	0%	(41)	-100%
	MESSENGER/EXPRESS SERV	6130	100		24	76	58%	24%	(59)	-59%
	TRANSPORTATION		**12,145**		**2,392**	**9,753**	**58%**	**20%**	**(8,044)**	**-66%**
	ADVERTISING									
	ADVERTISING	6150	59			59	58%	0%	(59)	-100%
	ORDINANCE EXPENSE	6160								
	ADVERTISING		**59**			**59**	**58%**	**0%**	**(59)**	**-100%**
	PRINTING AND BINDING									

	PRINTING	6200								
	BINDING	6205								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	SURETY AND FORGERY BON	6270	2,015			2,015	58%	0%	(2,015)	-100%
	OTHER INSURANCE	6299								
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	INSURANCE		**2,015**			**2,015**	**58%**	**0%**	**(2,015)**	**-100%**
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384								
	OTHER REPAIRS AND MAIN	6399	1,000			1,000	58%	0%	(1,000)	-100%
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	REPR/MAINT-OUTSIDE L		**1,000**			**1,000**	**58%**	**0%**	**(1,000)**	**-100%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	EXHIBITIONS & PROMOTIO	6500	975		14	961	58%	1%	(951)	-98%
	DUES AND MEMBERSHIPS	6840	125			125	58%	0%	(125)	-100%
	REGISTRATION FEE/TUITI	6845								
	REG FEE/TUITION-CLERK	6845 CLERK	1,000		690	310	58%	69%	183	18%
	REG FEE/TUITION-WARD	6845 WARD1	1,000			1,000	58%	0%	(1,000)	-100%
	REG FEE/TUITION-WARD	6845 WARD2	1,661		1,659	2	58%	100%	1,183	71%
	REG FEE/TUITION-WARD	6845 WARD3	1,000			1,000	58%	0%	(1,000)	-100%
	REG FEE/TUITION-WARD	6845 WARD4	735			735	58%	0%	(735)	-100%
	REG FEE/TUITION-WARD	6845 WARD5	1,000		235	765	58%	24%	(596)	-60%
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	REGISTRATION FEE/TU		**6,396**		**2,584**	**3,812**	**58%**	**40%**	**(1,966)**	**-31%**
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		**7,496**		**2,598**	**4,898**	**58%**	**35%**	**(3,042)**	**-41%**
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	OTHER SERVICES & CHAR		**122,465**		**84,990**	**37,475**	**58%**	**69%**	**23,231**	**19%**
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								

	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
6,000	OFFICE FURN/EQUIP.	7325			6,000	(6,000)			10,285	
	DATA PROCESSING EQUIP.	7327	78,450	36,914	35,521	6,016	58%	45%	(17,557)	-22%
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
6,000	**MACHINERY AND EQUIPM**		**78,450**	**36,914**	**41,521**	**16**	**58%**	**53%**	**(7,270)**	**-9%**
6,000	**CAPITAL OUTLAY**		**78,450**	**36,914**	**41,521**	**16**	**58%**	**53%**	**(7,270)**	**-9%**
21,320	**EXPENDITURES**		**406,165**	**36,914**	**238,125**	**131,126**	**58%**	**59%**	**2,049**	**1%**
			CITY OF HATTIESBURG							
	001015 - GENERAL FUND-CITY COURT		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
41,114	REGULAR WAGES	4000	658,647		309,500	349,147	58%	47%	(128,075)	-19%
	DISASTER RECOVERY WAGE	4010								
2,851	OVERTIME	4300	20,000		20,467	(467)	58%	102%	15,086	75%
	DISASTER RECOVERY OVER	4310								
43,965	**SALARIES**		**678,647**		**329,967**	**348,680**	**58%**	**49%**	**(112,989)**	**-17%**
	EMPLOYEE BENEFITS									
6,269	STATE RETIREMENT	4600	96,800		45,606	51,194	58%	47%	(18,618)	-19%
3,307	F.I.C.A. TAXES	4700	51,925		24,822	27,103	58%	48%	(9,373)	-18%
5,049	HOSPITALIZATION INS.	4800	125,280		37,263	88,017	58%	30%	(61,400)	-49%
	UNEMPLOYMENT BENEFITS	4900	3,000		1,425	1,575	58%	48%	(556)	-19%
	WORKMAN'S COMPENSATION	4910	1,900			1,900	58%	0%	(1,900)	-100%
14,625	**EMPLOYEE BENEFITS**		**278,905**		**109,117**	**169,788**	**58%**	**39%**	**(91,847)**	**-33%**
58,590	**PERSONAL SERVICES**		**957,552**		**439,084**	**518,468**	**58%**	**46%**	**(204,836)**	**-21%**
	OFFICE SUPPLIES									
480	PAPER	5003	3,000	210	2,697	93	58%	90%	1,623	54%
	PRINTED FORMS	5005								

354	OTHER EXPENDABLE OFF.S	5010	3,000		1,663	1,337	58%	55%	(148)	-5%
480	MINOR OFFICE EQUIP/FUR	5020	700		480	220	58%	69%	123	18%
	MICROFILM SUPPLIES	5030								
	SUBSCRIPTIONS,MAGS,MAP	5050	3,817	4,417		(600)	58%	0%	(3,817)	-100%
	BOOKS	5070								
1,569	COMPUTER SUPPLIES	5080	5,500	1,746	1,569	2,185	58%	29%	(2,810)	-51%
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2,883	**OFFICE SUPPLIES**		**16,017**	**6,373**	**6,410**	**3,234**	**58%**	**40%**	**(5,028)**	**-31%**
	OPERATING SUPPLIES									
	FOOD	5115								
	WEARING APPAREL	5355								
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590	1,500		534	966	58%	36%	(584)	-39%
	OTHER OPER.MATL-JAIL G	5591	415			415	58%	0%	(415)	-100%
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	OPERATING SUPPLIES		**1,915**		**534**	**1,381**	**58%**	**28%**	**(999)**	**-52%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
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	REPAIR & MAINTENANCE									
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2,883	**SUPPLIES AND EXPENSES**		**17,932**	**6,373**	**6,944**	**4,615**	**58%**	**39%**	**(6,028)**	**-34%**
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	LEGAL	6025	15,200		1,042	14,158	58%	7%	(13,413)	-88%
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
	OTHER PROF-JAIL DIV GR	6048	55,195		15,577	39,618	58%	28%	(28,491)	-52%
2,063	OTHER PROFESSIONAL SER	6049	53,800		10,535	43,265	58%	20%	(35,740)	-66%
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2,063	**PROFESSIONAL SERVICE**		**124,195**		**27,154**	**97,041**	**58%**	**22%**	**(77,645)**	**-63%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	3,100			3,100	58%	0%	(3,100)	-100%
	TRVL-JAIL DIVERSN GRAN	6118	7,173			7,173	58%	0%	(7,173)	-100%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION		**10,273**			**10,273**	**58%**	**0%**	**(10,273)**	**-100%**

	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
202	PRINTING	6200	8,051		3,037	5,014	58%	38%	(2,844)	-35%
	BINDING	6205								
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202	**PRINTING AND BINDING**		**8,051**		**3,037**	**5,014**	**58%**	**38%**	**(2,844)**	**-35%**
	INSURANCE									
	SURETY AND FORGERY BON	6270	250		100	150	58%	40%	(78)	-31%
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	INSURANCE		**250**		**100**	**150**	**58%**	**40%**	**(78)**	**-31%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365	14,700		398	14,302	58%	3%	(14,017)	-95%
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	REPR/MAINT-OUTSIDE L		**14,700**		**398**	**14,302**	**58%**	**3%**	**(14,017)**	**-95%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	COURT COSTS	6710								
	REFUNDS	6835								
	POLICE FINE REFUNDS	6835 PF								
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	REFUNDS									
	DUES AND MEMBERSHIPS	6840	150			150	58%	0%	(150)	-100%
	REGISTRATION FEE/TUITI	6845	600			600	58%	0%	(600)	-100%
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		**750**			**750**	**58%**	**0%**	**(750)**	**-100%**
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2,265	**OTHER SERVICES & CHAR**		**158,219**		**30,689**	**127,530**	**58%**	**19%**	**(105,609)**	**-67%**
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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63,738	**EXPENDITURES**		**1,133,703**	**6,373**	**476,716**	**650,614**	**58%**	**42%**	**(316,475)**	**-28%**
			CITY OF HATTIESBURG							
	001020 - GENERAL FUND-MAYOR/ADMIN.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
30,094	REGULAR WAGES	4000	399,546		225,709	173,837	58%	56%	(12,616)	-3%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
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30,094	**SALARIES**		**399,546**		**225,709**	**173,837**	**58%**	**56%**	**(12,616)**	**-3%**
	EMPLOYEE BENEFITS									
4,291	STATE RETIREMENT	4600	56,990		32,186	24,804	58%	56%	(1,814)	-3%
2,212	F.I.C.A. TAXES	4700	30,570		16,647	13,923	58%	54%	(2,032)	-7%
3,104	HOSPITALIZATION INS.	4800	41,760		21,728	20,032	58%	52%	(4,512)	-11%
	UNEMPLOYMENT BENEFITS	4900	1,000		4	996	58%	0%	(992)	-99%
	WORKMAN'S COMPENSATION	4910	3,700			3,700	58%	0%	(3,700)	-100%
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9,607	**EMPLOYEE BENEFITS**		**134,020**		**70,565**	**63,455**	**58%**	**53%**	**(13,051)**	**-10%**
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39,702	**PERSONAL SERVICES**		**533,566**		**296,273**	**237,293**	**58%**	**56%**	**(25,669)**	**-5%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	250		248	2	58%	99%	174	70%
	PRINTED FORMS	5005								
53	OTHER EXPENDABLE OFF.S	5010	1,800		425	1,375	58%	24%	(1,071)	-60%
	MINOR OFFICE EQUIP/FUR	5020	500		16	484	58%	3%	(472)	-94%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050	650		632	18	58%	97%	433	67%
	BOOKS	5070	800		738	62	58%	92%	464	58%
	COMPUTER SUPPLIES	5080	500			500	58%	0%	(500)	-100%
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53	**OFFICE SUPPLIES**		**4,500**		**2,058**	**2,442**	**58%**	**46%**	**(972)**	**-22%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110								

19	FOOD	5115	2,250		1,001	1,249	58%	44%	(534)	-24%
231	GAS AND OIL	5250	4,400		1,210	3,190	58%	28%	(2,325)	-53%
	LUBRICANTS	5255								
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590	750		30	720	58%	4%	(698)	-93%
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251	**OPERATING SUPPLIES**		**7,400**		**2,241**	**5,159**	**58%**	**30%**	**(3,558)**	**-48%**
	REPAIR & MAINTENANCE SP									
	MTR VEHICLE REP. PTS/S	5700	750	105	4	641	58%	1%	(742)	-99%
	COMMUNICATION REPAIR P	5750								
	OTHER REPAIR/MAINT. SP	5990	250			250	58%	0%	(250)	-100%
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	REPAIR & MAINTENANCE		**1,000**	**105**	**4**	**891**	**58%**	**0%**	**(992)**	**-99%**
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304	**SUPPLIES AND EXPENSES**		**12,900**	**105**	**4,304**	**8,491**	**58%**	**33%**	**(5,521)**	**-43%**
	_____									
	PROFESSIONAL SERVICES									
	APPRAISAL	6017								
	CONSULTANT SERV/SURVEY	6020								
	ENTERTAINMENT	6033								
	OTHER PROFESSIONAL SER	6049	750		250	500	58%	33%	(321)	-43%
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	PROFESSIONAL SERVICE		**750**		**250**	**500**	**58%**	**33%**	**(321)**	**-43%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	3,500		2,095	1,405	58%	60%	91	3%
	POSTAGE	6070								
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	COMMUNICATIONS		**3,500**		**2,095**	**1,405**	**58%**	**60%**	**91**	**3%**
	TRANSPORTATION									
531	TRAVEL EXPENSE	6110	16,000		3,270	12,730	58%	20%	(10,394)	-65%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130	400			400	58%	0%	(400)	-100%
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531	**TRANSPORTATION**		**16,400**		**3,270**	**13,130**	**58%**	**20%**	**(10,794)**	**-66%**
	ADVERTISING									
593	ADVERTISING	6150	19,400	1,903	11,687	5,810	58%	60%	635	3%
224	ADVERTISING-BC HEALTHY	6151	22,002		10,858	11,144	58%	49%	(3,388)	-15%
	ADVERTISING-SPEC. EVEN	6152								
238	ADVERTISING-MAYOR'S YO	6153	7,500		5,468	2,032	58%	73%	1,873	25%
	ADVERTISING-USM-ISP	6156	21,650		21,553	97	58%	100%	15,298	71%
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1,055	**ADVERTISING**		**70,552**	**1,903**	**49,566**	**19,083**	**58%**	**70%**	**14,418**	**20%**
	PRINTING AND BINDING									
40	PRINTING	6200	1,500		40	1,460	58%	3%	(1,431)	-95%

	BINDING	6205								
	BLUELINES	6210								
	FILM PROCESSING	6240								
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40	**PRINTING AND BINDING**		**1,500**		**40**	**1,460**	**58%**	**3%**	**(1,431)**	**-95%**
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
	OTHER INSURANCE	6299								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365	1,000			1,000	58%	0%	(1,000)	-100%
	HOUSEHOLD EQUIPMENT R&	6370								
	MINOR EQUIPMENT R&M	6382								
3	MOTOR VEHICLE EQ. R&M	6384	1,000		744	256	58%	74%	275	28%
	COMMUNICATION EQ. R&M	6390								
	OTHER REPAIRS AND MAIN	6399								
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3	**REPR/MAINT-OUTSIDE L**		**2,000**		**744**	**1,256**	**58%**	**37%**	**(724)**	**-36%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	LATE PAYMENT CHARGE	6705								
	DUES AND MEMBERSHIPS	6840	6,000		5,199	801	58%	87%	2,912	49%
	REGISTRATION FEE/TUITI	6845	3,000		2,230	770	58%	74%	823	27%
	SERVICES NOT SPECIFIED	6999								
---			---	---	---	---	---	---	---	---
	OTHER SERVICES & CHA		**9,000**		**7,429**	**1,571**	**58%**	**83%**	**3,735**	**42%**
---			---	---	---	---	---	---	---	---
1,629	**OTHER SERVICES & CHAR**		**103,702**	**1,903**	**63,394**	**38,405**	**58%**	**61%**	**4,973**	**5%**
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								

	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
---			---	---	---	---	---	---	---	---
	VEHICLES									
---			---	---	---	---	---	---	---	---
	CAPITAL OUTLAY									
---			---	---	---	---	---	---	---	---
41,635	**EXPENDITURES**		**650,168**	**2,008**	**363,971**	**284,189**	**58%**	**56%**	**(26,217)**	**-4%**
			CITY OF HATTIESBURG							
	001030 - GENERAL FUND-ELECTIONS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
	REGULAR WAGES	4000								
	OVERTIME	4300								
---			---	---	---	---	---	---	---	---
	SALARIES									
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600								
	F.I.C.A. TAXES	4700								
	HOSPITALIZATION INS.	4800								
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910								
---			---	---	---	---	---	---	---	---
	EMPLOYEE BENEFITS									
---			---	---	---	---	---	---	---	---
	PERSONAL SERVICES									
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
240	OTHER EXPENDABLE OFF.S	5010	2,000	405	240	1,355	58%	12%	(1,588)	-79%
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240	**OFFICE SUPPLIES**		**2,000**	**405**	**240**	**1,355**	**58%**	**12%**	**(1,588)**	**-79%**
	OPERATING SUPPLIES									

	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES									
	REPAIR & MAINTENANCE SP									
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE									
---			---	---	---	---	---	---	---	---
240	**SUPPLIES AND EXPENSES**		**2,000**	**405**	**240**	**1,355**	**58%**	**12%**	**(1,588)**	**-79%**
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	DATA PROCESSING	6035								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
8,345	POSTAGE	6070	8,345		8,345		58%	100%	5,960	71%
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8,345	**COMMUNICATIONS**		**8,345**		**8,345**		**58%**	**100%**	**5,960**	**71%**
	TRANSPORTATION									
	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
2,327	PRINTING	6200	4,000	131	2,327	1,541	58%	58%	(11)	0%
	BINDING	6205								
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2,327	**PRINTING AND BINDING**		**4,000**	**131**	**2,327**	**1,541**	**58%**	**58%**	**(11)**	**0%**
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365								
	OTHER REPAIRS AND MAIN	6399								
---			---	---	---	---	---	---	---	---
	REPR/MAINT-OUTSIDE L									
	RENTALS									
	BUILDING RENT	6405								
	OFFICE EQUIPMENT RENT	6410								
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	RENTALS									

	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999	50,655			50,655	58%	0%	(50,655)	-100%
---			---	---	---	---	---	---	---	---
	OTHER SERVICES & CHA		**50,655**			**50,655**	**58%**	**0%**	**(50,655)**	**-100%**
---			---	---	---	---	---	---	---	---
10,672	**OTHER SERVICES & CHAR**		**63,000**	**131**	**10,672**	**52,196**	**58%**	**17%**	**(44,704)**	**-71%**
	_____									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
---			---	---	---	---	---	---	---	---
	CAPITAL OUTLAY									
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10,913	**EXPENDITURES**		**65,000**	**536**	**10,913**	**53,551**	**58%**	**17%**	**(46,292)**	**-71%**
			CITY OF HATTIESBURG							
	001040 - GENERAL FUND-MUNICIPALCLERK		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
8,458	REGULAR WAGES	4000	109,959		63,437	46,522	58%	58%	(1,210)	-1%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
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8,458	**SALARIES**		**109,959**		**63,437**	**46,522**	**58%**	**58%**	**(1,210)**	**-1%**
	EMPLOYEE BENEFITS									
1,206	STATE RETIREMENT	4600	15,685		9,046	6,639	58%	58%	(177)	-1%
639	F.I.C.A. TAXES	4700	8,415		4,797	3,618	58%	57%	(191)	-2%
1,552	HOSPITALIZATION INS.	4800	20,880		10,864	10,016	58%	52%	(2,256)	-11%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	412			412	58%	0%	(412)	-100%
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3,397	**EMPLOYEE BENEFITS**		**45,392**		**24,707**	**20,685**	**58%**	**54%**	**(3,036)**	**-7%**
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11,856	**PERSONAL SERVICES**		**155,351**		**88,145**	**67,206**	**58%**	**57%**	**(4,245)**	**-3%**
	_____									
	OFFICE SUPPLIES									

	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	2,200		531	1,669	58%	24%	(1,289)	-59%
	MINOR OFFICE EQUIP/FUR	5020	668		421	247	58%	63%	53	8%
	MICROFILM SUPPLIES	5030								
20	SUBSCRIPTIONS,MAGS,MAP	5050	567		486	81	58%	86%	265	47%
	BOOKS	5070	365		267	98	58%	73%	92	25%
	COMPUTER SUPPLIES	5080								
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20	**OFFICE SUPPLIES**		**3,800**		**1,706**	**2,094**	**58%**	**45%**	**(875)**	**-23%**
	OPERATING SUPPLIES									
	FOOD	5115								
	GAS AND OIL	5250								
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES									
---			---	---	---	---	---	---	---	---
20	**SUPPLIES AND EXPENSES**		**3,800**		**1,706**	**2,094**	**58%**	**45%**	**(875)**	**-23%**
	_____									
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	ABSTRACTING & RECORDIN	6023	1,800		389	1,411	58%	22%	(1,132)	-63%
	LEGAL	6025								
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
	OTHER PROFESSIONAL SER	6049	350			350	58%	0%	(350)	-100%
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	PROFESSIONAL SERVICE		**2,150**		**389**	**1,761**	**58%**	**18%**	**(1,482)**	**-69%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070	80			80	58%	0%	(80)	-100%
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	COMMUNICATIONS		**80**			**80**	**58%**	**0%**	**(80)**	**-100%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130	35		30	5	58%	86%	16	46%
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	TRANSPORTATION		**35**		**30**	**5**	**58%**	**86%**	**16**	**46%**
	ADVERTISING									
109	ADVERTISING	6150	20,400		9,387	11,013	58%	46%	(4,308)	-21%
	ORDINANCE EXPENSE	6160	5,350		821	4,529	58%	15%	(3,942)	-74%
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109	**ADVERTISING**		**25,750**		**10,208**	**15,542**	**58%**	**40%**	**(8,250)**	**-32%**
	PRINTING AND BINDING									
	PRINTING	6200	1,600		1,535	65	58%	96%	1,031	64%
	BINDING	6205								
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	PRINTING AND BINDING		**1,600**		**1,535**	**65**	**58%**	**96%**	**1,031**	**64%**
	INSURANCE									
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365	3,300		2,988	312	58%	91%	1,822	55%
	DISINFECT./EXTERMINATI	6394	780		780		58%	100%	556	71%
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L		**4,080**		**3,768**	**312**	**58%**	**92%**	**2,379**	**58%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999	1,000			1,000	58%	0%	(1,000)	-100%
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	OTHER SERVICES & CHA		**1,000**			**1,000**	**58%**	**0%**	**(1,000)**	**-100%**
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109	**OTHER SERVICES & CHAR**		**34,695**		**15,930**	**18,765**	**58%**	**46%**	**(7,386)**	**-21%**
	_____									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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11,985	**EXPENDITURES**		**193,846**		**105,780**	**88,066**	**58%**	**55%**	**(12,509)**	**-6%**
			CITY OF HATTIESBURG							
	001041 - GENERAL FUND-TAX DIVISION		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	

ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
	REGULAR WAGES	4000								
	OVERTIME	4300								
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	SALARIES									
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600								
	F.I.C.A. TAXES	4700								
	HOSPITALIZATION INS.	4800								
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910								
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	EMPLOYEE BENEFITS									
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	PERSONAL SERVICES									
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020								
	MICROFILM SUPPLIES	5030								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	MAPS FOR RESALE	5060								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	GAS AND OIL	5250								
	LUBRICANTS	5255								
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES									
	REPAIR & MAINTENANCE SP									
	MTR VEHICLE REP. PTS/S	5700								
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE									

	SUPPLIES AND EXPENSES									
	_____									
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	ABSTRACTING & RECORDIN	6023								
	LEGAL	6025								
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
	OTHER PROFESSIONAL SER	6049								
	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	BINDING	6205								
	BLUELINES	6210								
	PRINTING AND BINDING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365								
	MOTOR VEHICLE EQ. R&M	6384								
	COMMUNICATION EQ. R&M	6390								
	OTHER REPAIRS AND MAIN	6399								

	REPR/MAINT-OUTSIDE L									
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	RENTALS									
	OTHER SERVICES & CHARGE									
	REFUNDS	6835								
	PRIVILEGE LICENSE REF	6835 PL								
	REFUNDS									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
	OTHER SERVICES & CHA									
	OTHER SERVICES & CHAR									
	_____									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	VEHICLES									
	CAPITAL OUTLAY									
	EXPENDITURES									
			CITY OF HATTIESBURG							
	001042 - GENERAL FUND-ACCOUNTING DIV.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									

	SALARIES									
15,747	REGULAR WAGES	4000	201,029		111,631	89,398	58%	56%	(9,661)	-5%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300			40	(40)			68	
	DISASTER RECOVERY OVER	4310								
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15,747	**SALARIES**		**201,029**		**111,671**	**89,358**	**58%**	**56%**	**(9,593)**	**-5%**
	EMPLOYEE BENEFITS									
2,246	STATE RETIREMENT	4600	28,672		15,924	12,748	58%	56%	(1,373)	-5%
1,189	F.I.C.A. TAXES	4700	15,380		8,435	6,945	58%	55%	(920)	-6%
1,552	HOSPITALIZATION INS.	4800	26,100		13,192	12,908	58%	51%	(3,484)	-13%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	700			700	58%	0%	(700)	-100%
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4,987	**EMPLOYEE BENEFITS**		**70,852**		**37,551**	**33,301**	**58%**	**53%**	**(6,479)**	**-9%**
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20,734	**PERSONAL SERVICES**		**271,881**		**149,222**	**122,659**	**58%**	**55%**	**(16,072)**	**-6%**
	OFFICE SUPPLIES									
	PAPER	5003	450			450	58%	0%	(450)	-100%
	PRINTED FORMS	5005	200			200	58%	0%	(200)	-100%
	OTHER EXPENDABLE OFF.S	5010	1,650		326	1,324	58%	20%	(1,090)	-66%
	MINOR OFFICE EQUIP/FUR	5020	380			380	58%	0%	(380)	-100%
	MICROFILM SUPPLIES	5030								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080	950		199	751	58%	21%	(609)	-64%
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	OFFICE SUPPLIES		**3,630**		**524**	**3,106**	**58%**	**14%**	**(2,731)**	**-75%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	800		289	511	58%	36%	(304)	-38%
	MINOR EQUIPMENT	5460	650			650	58%	0%	(650)	-100%
	OTHER OPERATING MATL/S	5590	180		29	152	58%	16%	(130)	-72%
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	OPERATING SUPPLIES		**1,630**		**318**	**1,312**	**58%**	**20%**	**(1,085)**	**-67%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	MINOR COMPUTER EQUIP.	5800	1,500			1,500	58%	0%	(1,500)	-100%
	OTHER REPAIR/MAINT. SP	5990	95			95	58%	0%	(95)	-100%
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	REPAIR & MAINTENANCE		**1,595**			**1,595**	**58%**	**0%**	**(1,595)**	**-100%**
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	SUPPLIES AND EXPENSES		**6,855**		**842**	**6,013**	**58%**	**12%**	**(5,411)**	**-79%**

	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	190		73	117	58%	38%	(65)	-34%
	POSTAGE	6070								
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	COMMUNICATIONS		**190**		**73**	**117**	**58%**	**38%**	**(65)**	**-34%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130	45			45	58%	0%	(45)	-100%
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	TRANSPORTATION		**45**			**45**	**58%**	**0%**	**(45)**	**-100%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
530	PRINTING	6200	1,140		530	610	58%	46%	(231)	-20%
	BINDING	6205								
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530	**PRINTING AND BINDING**		**1,140**		**530**	**610**	**58%**	**46%**	**(231)**	**-20%**
	INSURANCE									
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365								
	OTHER REPAIRS AND MAIN	6399	700			700	58%	0%	(700)	-100%
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	REPR/MAINT-OUTSIDE L		**700**			**700**	**58%**	**0%**	**(700)**	**-100%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								

	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
---			---	---	---	---	---	---	---	---
530	**OTHER SERVICES & CHAR**		**2,075**		**603**	**1,472**	**58%**	**29%**	**(1,041)**	**-50%**
	_____									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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21,264	**EXPENDITURES**		**280,811**		**150,667**	**130,144**	**58%**	**54%**	**(22,524)**	**-8%**
			CITY OF HATTIESBURG							
	001045 - GENERAL FUND-PURCHASING DIV.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
7,460	REGULAR WAGES	4000	96,982		55,950	41,032	58%	58%	(1,067)	-1%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
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7,460	**SALARIES**		**96,982**		**55,950**	**41,032**	**58%**	**58%**	**(1,067)**	**-1%**
	EMPLOYEE BENEFITS									
1,064	STATE RETIREMENT	4600	13,830		7,979	5,852	58%	58%	(151)	-1%
547	F.I.C.A. TAXES	4700	7,420		4,116	3,304	58%	55%	(364)	-5%
1,164	HOSPITALIZATION INS.	4800	15,660		8,148	7,512	58%	52%	(1,692)	-11%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	490			490	58%	0%	(490)	-100%
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2,775	**EMPLOYEE BENEFITS**		**37,400**		**20,242**	**17,158**	**58%**	**54%**	**(2,699)**	**-7%**
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10,235	**PERSONAL SERVICES**		**134,382**		**76,193**	**58,189**	**58%**	**57%**	**(3,765)**	**-3%**
	_____									

	OFFICE SUPPLIES									
440	PAPER	5003	2,600		1,250	1,350	58%	48%	(456)	-18%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	1,500		81	1,419	58%	5%	(1,360)	-91%
	MINOR OFFICE EQUIP/FUR	5020	1,753			1,753	58%	0%	(1,753)	-100%
	SUBSCRIPTIONS,MAGS,MAP	5050								
57	BOOKS	5070	400		324	76	58%	81%	155	39%
	COMPUTER SUPPLIES	5080								
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497	**OFFICE SUPPLIES**		**6,253**		**1,655**	**4,598**	**58%**	**26%**	**(3,416)**	**-55%**
	OPERATING SUPPLIES									
	MINOR EQUIPMENT	5460	150			150	58%	0%	(150)	-100%
	OTHER OPERATING MATL/S	5590	225		153	73	58%	68%	37	16%
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	OPERATING SUPPLIES		**375**		**153**	**223**	**58%**	**41%**	**(112)**	**-30%**
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497	**SUPPLIES AND EXPENSES**		**6,628**		**1,808**	**4,820**	**58%**	**27%**	**(3,528)**	**-53%**
	_____									
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	DATA PROCESSING	6035								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	100			100	58%	0%	(100)	-100%
	POSTAGE	6070								
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	COMMUNICATIONS		**100**			**100**	**58%**	**0%**	**(100)**	**-100%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	BINDING	6205								
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	PRINTING AND BINDING									

	INSURANCE									
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365	800		720	80	58%	90%	434	54%
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L		**800**		**720**	**80**	**58%**	**90%**	**434**	**54%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR		**900**		**720**	**180**	**58%**	**80%**	**334**	**37%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	OFFICE IMPROVEMENTS	7150 23								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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10,732	**EXPENDITURES**		**141,910**		**78,721**	**63,189**	**58%**	**55%**	**(6,959)**	**-5%**
			CITY OF HATTIESBURG							
	001060 - GENERAL FUND-CITY ATTORNEY		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	

ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
5,538	REGULAR WAGES	4000	72,000		41,538	30,462	58%	58%	(792)	-1%
	OVERTIME	4300								
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5,538	**SALARIES**		**72,000**		**41,538**	**30,462**	**58%**	**58%**	**(792)**	**-1%**
	EMPLOYEE BENEFITS									
790	STATE RETIREMENT	4600	10,270		5,923	4,347	58%	58%	(116)	-1%
394	F.I.C.A. TAXES	4700	5,510		2,973	2,537	58%	54%	(413)	-7%
388	HOSPITALIZATION INS.	4800	5,220		2,716	2,504	58%	52%	(564)	-11%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	242			242	58%	0%	(242)	-100%
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1,572	**EMPLOYEE BENEFITS**		**21,242**		**11,612**	**9,630**	**58%**	**55%**	**(1,335)**	**-6%**
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7,111	**PERSONAL SERVICES**		**93,242**		**53,151**	**40,091**	**58%**	**57%**	**(2,126)**	**-2%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020								
	BOOKS	5070								
	OTHER OPERATING MATL/S	5590								
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	OFFICE SUPPLIES									
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	SUPPLIES AND EXPENSES									
	_____									
	PROFESSIONAL SERVICES									
6,846	LEGAL	6025	17,000		6,846	10,154	58%	40%	(5,264)	-31%
	OTHER PROFESSIONAL SER	6049								
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6,846	**PROFESSIONAL SERVICE**		**17,000**		**6,846**	**10,154**	**58%**	**40%**	**(5,264)**	**-31%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	1,000		234	766	58%	23%	(599)	-60%

	TRANSPORTATION		**1,000**		**234**	**766**	**58%**	**23%**	**(599)**	**-60%**
	PRINTING AND BINDING									
	PRINTING	6200								
	PRINTING AND BINDING									
	OTHER SERVICES & CHARGE									
	COURT COSTS	6710	100			100	58%	0%	(100)	-100%
	DUES AND MEMBERSHIPS	6840	100		25	75	58%	25%	(56)	-56%
	REGISTRATION FEE/TUITI	6845	300		125	175	58%	42%	(85)	-28%
	OTHER SERVICES & CHA		**500**		**150**	**350**	**58%**	**30%**	**(243)**	**-49%**
6,846	**OTHER SERVICES & CHAR**		**18,500**		**7,229**	**11,271**	**58%**	**39%**	**(6,107)**	**-33%**
	_____									
	MACHINERY AND EQUIPMENT									
	CAPITAL OUTLAY									
13,956	**EXPENDITURES**		**111,742**		**60,380**	**51,362**	**58%**	**54%**	**(8,233)**	**-7%**
			CITY OF HATTIESBURG							
	001080 - GENERAL FUND-HUMAN RESOURCES		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
9,380	REGULAR WAGES	4000	143,309		70,352	72,957	58%	49%	(22,705)	-16%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
9,380	**SALARIES**		**143,309**		**70,352**	**72,957**	**58%**	**49%**	**(22,705)**	**-16%**
	EMPLOYEE BENEFITS									
1,338	STATE RETIREMENT	4600	20,435		10,032	10,403	58%	49%	(3,237)	-16%
687	F.I.C.A. TAXES	4700	10,965		5,168	5,797	58%	47%	(2,105)	-19%
1,164	HOSPITALIZATION INS.	4800	20,880		8,148	12,732	58%	39%	(6,912)	-33%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	540			540	58%	0%	(540)	-100%
3,189	**EMPLOYEE BENEFITS**		**52,820**		**23,348**	**29,472**	**58%**	**44%**	**(12,795)**	**-24%**

12,569	**PERSONAL SERVICES**		**196,129**		**93,700**	**102,429**	**58%**	**48%**	**(35,500)**	**-18%**
	OFFICE SUPPLIES									
	PAPER	5003	4,000		1,030	2,970	58%	26%	(2,234)	-56%
	PRINTED FORMS	5005	420			420	58%	0%	(420)	-100%
780	OTHER EXPENDABLE OFF.S	5010	3,750		3,153	597	58%	84%	1,654	44%
	MINOR OFFICE EQUIP/FUR	5020	1,500			1,500	58%	0%	(1,500)	-100%
	SUBSCRIPTIONS,MAGS,MAP	5050	1,029		277	752	58%	27%	(553)	-54%
	BOOKS	5070	221		220	1	58%	100%	155	70%
	COMPUTER SUPPLIES	5080								
780	**OFFICE SUPPLIES**		**10,920**		**4,681**	**6,239**	**58%**	**43%**	**(2,895)**	**-27%**
	OPERATING SUPPLIES									
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
	OPERATING SUPPLIES									
780	**SUPPLIES AND EXPENSES**		**10,920**		**4,681**	**6,239**	**58%**	**43%**	**(2,895)**	**-27%**
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	OTHER PROFESSIONAL SER	6049	3,200			3,200	58%	0%	(3,200)	-100%
	PROFESSIONAL SERVICE		**3,200**			**3,200**	**58%**	**0%**	**(3,200)**	**-100%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	100		75	25	58%	75%	28	28%
	POSTAGE	6070	20			20	58%	0%	(20)	-100%
	COMMUNICATIONS		**120**		**75**	**45**	**58%**	**63%**	**8**	**7%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	1,000			1,000	58%	0%	(1,000)	-100%
	BINDING	6205								

	PRINTING AND BINDING		**1,000**			**1,000**	**58%**	**0%**	**(1,000)**	**-100%**
	INSURANCE									
	SURETY AND FORGERY BON	6270								
	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365	6,320			6,320	58%	0%	(6,320)	-100%
	REPR/MAINT-OUTSIDE L		**6,320**			**6,320**	**58%**	**0%**	**(6,320)**	**-100%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	200			200	58%	0%	(200)	-100%
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
	OTHER SERVICES & CHA		**200**			**200**	**58%**	**0%**	**(200)**	**-100%**
	OTHER SERVICES & CHAR		**10,840**		**75**	**10,765**	**58%**	**1%**	**(10,711)**	**-99%**
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	MACHINERY AND EQUIPM									
	CAPITAL OUTLAY									
13,349	**EXPENDITURES**		**217,889**		**98,455**	**119,434**	**58%**	**45%**	**(49,109)**	**-23%**

CITY OF HATTIESBURG
001081 - GENERAL FUND-LOSS CONTROL
EXPENDITURE REPORT
7 Months Ending 04/30/13

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
5,930	REGULAR WAGES	4000	77,087		44,460	32,627	58%	58%	(870)	-1%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300			14	(14)			24	
	DISASTER RECOVERY OVER	4310								

5,930	**SALARIES**		**77,087**		**44,474**	**32,613**	**58%**	**58%**	**(846)**	**-1%**
	EMPLOYEE BENEFITS									
846	STATE RETIREMENT	4600	11,000		6,342	4,658	58%	58%	(128)	-1%
429	F.I.C.A. TAXES	4700	5,900		3,232	2,668	58%	55%	(359)	-6%
776	HOSPITALIZATION INS.	4800	10,440		5,432	5,008	58%	52%	(1,128)	-11%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	302			302	58%	0%	(302)	-100%
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2,051	**EMPLOYEE BENEFITS**		**27,642**		**15,006**	**12,636**	**58%**	**54%**	**(1,917)**	**-7%**
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7,980	**PERSONAL SERVICES**		**104,729**		**59,480**	**45,249**	**58%**	**57%**	**(2,763)**	**-3%**
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005	150			150	58%	0%	(150)	-100%
100	OTHER EXPENDABLE OFF.S	5010	1,000		636	364	58%	64%	90	9%
	MINOR OFFICE EQUIP/FUR	5020	300		22-	322	58%	7%	(262)	-87%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050	140		125	15	58%	89%	74	53%
	BOOKS	5070	305		299	6	58%	98%	207	68%
	COMPUTER SUPPLIES	5080								
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100	**OFFICE SUPPLIES**		**1,895**		**1,038**	**857**	**58%**	**55%**	**(115)**	**-6%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110								
	MEDICAL SUPPLIES	5120	150			150	58%	0%	(150)	-100%
300	GAS AND OIL	5250	1,900		1,104	796	58%	58%	(7)	0%
	LUBRICANTS	5255								
	WEARING APPAREL	5355	517		217	300	58%	42%	(145)	-28%
	MINOR EQUIPMENT	5460	500			500	58%	0%	(500)	-100%
	OTHER OPERATING MATL/S	5590								
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300	**OPERATING SUPPLIES**		**3,067**		**1,321**	**1,746**	**58%**	**43%**	**(802)**	**-26%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	MTR VEHICLE REP. PTS/S	5700	400			400	58%	0%	(400)	-100%
	COMMUNICATION REPAIR P	5750	180			180	58%	0%	(180)	-100%
	OTHER REPAIR/MAINT. SP	5990	180			180	58%	0%	(180)	-100%
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	REPAIR & MAINTENANCE		**760**			**760**	**58%**	**0%**	**(760)**	**-100%**
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400	**SUPPLIES AND EXPENSES**		**5,722**		**2,359**	**3,363**	**58%**	**41%**	**(1,678)**	**-29%**

	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	760		447	313	58%	59%	6	1%
	POSTAGE	6070								
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	COMMUNICATIONS		**760**		**447**	**313**	**58%**	**59%**	**6**	**1%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370								
	MOTOR VEHICLE EQ. R&M	6384	300			300	58%	0%	(300)	-100%
	COMMUNICATION EQ. R&M	6390								
	CLEANING AND PAINTING	6392								
	OTHER REPAIRS AND MAIN	6399	1,885			1,885	58%	0%	(1,885)	-100%
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	REPR/MAINT-OUTSIDE L		**2,185**			**2,185**	**58%**	**0%**	**(2,185)**	**-100%**
	RENTALS									
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999	1,900			1,900	58%	0%	(1,900)	-100%
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	OTHER SERVICES & CHA		**1,900**			**1,900**	**58%**	**0%**	**(1,900)**	**-100%**

	OTHER SERVICES & CHAR		**4,845**		**447**	**4,398**	**58%**	**9%**	**(4,078)**	**-84%**
	_____									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	VEHICLES									
	CAPITAL OUTLAY									
8,381	**EXPENDITURES**		**115,296**		**62,285**	**53,011**	**58%**	**54%**	**(8,521)**	**-7%**
			CITY OF HATTIESBURG							
	001090 - GENERAL FUND-URBAN DEVELOPMT		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
23,864	REGULAR WAGES	4000	331,426		175,865	155,561	58%	53%	(29,942)	-9%
108	DISASTER RECOVERY WAGE	4010			231	(231)			396	
162	OVERTIME	4300			364	(364)			624	
	DISASTER RECOVERY OVER	4310								
24,133	**SALARIES**		**331,426**		**176,460**	**154,966**	**58%**	**53%**	**(28,922)**	**-9%**
	EMPLOYEE BENEFITS									
3,441	STATE RETIREMENT	4600	47,260		25,164	22,096	58%	53%	(4,121)	-9%
1,825	F.I.C.A. TAXES	4700	25,360		13,353	12,007	58%	53%	(2,468)	-10%
3,104	HOSPITALIZATION INS.	4800	52,200		23,280	28,920	58%	45%	(12,291)	-24%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	2,870			2,870	58%	0%	(2,870)	-100%
8,371	**EMPLOYEE BENEFITS**		**127,690**		**61,797**	**65,893**	**58%**	**48%**	**(21,752)**	**-17%**
32,504	**PERSONAL SERVICES**		**459,116**		**238,257**	**220,859**	**58%**	**52%**	**(50,675)**	**-11%**

	OFFICE SUPPLIES									
	PAPER	5003	700			700	58%	0%	(700)	-100%
	PRINTED FORMS	5005								
206	OTHER EXPENDABLE OFF.S	5010	4,610		2,554	2,056	58%	55%	(231)	-5%
(5,580)	N.I.P. SUPPLIES	5011	13,400		2347-	15,747	58%	18%	(9,376)	-70%
	CITIZENS CORPS GRANT S	5012								
	MIDTOWN STUDY GRANT SU	5013	1,500			1,500	58%	0%	(1,500)	-100%
999	MINOR OFFICE EQUIP/FUR	5020	2,100		1,241	859	58%	59%	27	1%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070	1,214		807	407	58%	66%	169	14%
	COMPUTER SUPPLIES	5080	1,000		363-	1,363	58%	36%	(377)	-38%
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(4,376)	**OFFICE SUPPLIES**		**24,524**		**1,892**	**22,632**	**58%**	**8%**	**(21,280)**	**-87%**
	OPERATING SUPPLIES									
10	FOOD	5115	600		565	35	58%	94%	368	61%
276	GAS AND OIL	5250	2,000		1,105	895	58%	55%	(105)	-5%
	LUBRICANTS	5255								
	MINOR EQUIPMENT	5460	100			100	58%	0%	(100)	-100%
	OTHER OPERATING MATL/S	5590	500	99		401	58%	0%	(500)	-100%
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286	**OPERATING SUPPLIES**		**3,200**	**99**	**1,670**	**1,431**	**58%**	**52%**	**(336)**	**-11%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	PAINT AND PAINTING SPL	5650	600			600	58%	0%	(600)	-100%
	MTR VEHICLE REP. PTS/S	5700	150		120	30	58%	80%	55	37%
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE		**750**		**120**	**630**	**58%**	**16%**	**(544)**	**-73%**
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(4,089)	**SUPPLIES AND EXPENSES**		**28,474**	**99**	**3,682**	**24,693**	**58%**	**13%**	**(22,162)**	**-78%**
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
11,096	CONSULTANT SERV/SURVEY	6020	100,000		58,357	41,643	58%	58%	40	0%
	CONSULTANT SERV-MIDTOW	6022	49,872		1,712	48,160	58%	3%	(46,936)	-94%
	ABSTRACTING & RECORDIN	6023								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049	6,500		40	6,460	58%	1%	(6,431)	-99%
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11,096	**PROFESSIONAL SERVICE**		**156,372**		**60,110**	**96,262**	**58%**	**38%**	**(53,326)**	**-34%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	2,000		1,477	523	58%	74%	532	27%

	POSTAGE	6070	100			100	58%	0%	(100)	-100%
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	COMMUNICATIONS		**2,100**		**1,477**	**623**	**58%**	**70%**	**432**	**21%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	6,650		4,001	2,649	58%	60%	209	3%
	TRVL EXP-MIDTOWN STDY	6111	4,102			4,102	58%	0%	(4,102)	-100%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130	100		16	84	58%	16%	(72)	-72%
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	TRANSPORTATION		**10,852**		**4,017**	**6,835**	**58%**	**37%**	**(3,965)**	**-37%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	8,279		2,372	5,907	58%	29%	(4,212)	-51%
	PRINTING-GRANT RELATED	6202								
	BLUELINES	6210								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING		**8,279**		**2,372**	**5,907**	**58%**	**29%**	**(4,212)**	**-51%**
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365								
	MOTOR VEHICLE EQ. R&M	6384								
	SIGN PAINTING	6396								
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L									
	RENTALS									
	OFFICE EQUIPMENT RENT	6410	5,380		2,864	2,516	58%	53%	(470)	-9%
	OTHER RENT	6449								
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	RENTALS		**5,380**		**2,864**	**2,516**	**58%**	**53%**	**(470)**	**-9%**
	OTHER SERVICES & CHARGE									
	EXHIBITIONS & PROMOTIO	6500								
	DUES AND MEMBERSHIPS	6840	1,500		71	1,429	58%	5%	(1,378)	-92%
	REGISTRATION FEE/TUITI	6845	2,500		1,500	1,000	58%	60%	71	3%
	SERVICES NOT SPECIFIED	6999								

	OTHER SERVICES & CHA		**4,000**		**1,571**	**2,429**	**58%**	**39%**	**(1,307)**	**-33%**
11,096	**OTHER SERVICES & CHAR**		**186,983**		**72,411**	**114,572**	**58%**	**39%**	**(62,850)**	**-34%**
	MACHINERY AND EQUIPMENT									
	PHOTOGRAPHIC EQUIP.	7308								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	VEHICLES									
	CAPITAL OUTLAY									
39,511	**EXPENDITURES**		**674,573**	**99**	**314,350**	**360,124**	**58%**	**47%**	**(135,687)**	**-20%**

CITY OF HATTIESBURG
001091 - GENERAL FUND-INFO TECHNOLOGY
EXPENDITURE REPORT
7 Months Ending 04/30/13

THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	PERCENT ACTUAL	....PROJECTED.... OVER/UNDER	....PROJECTED.... %
	SALARIES									
21,884	REGULAR WAGES	4000	284,494		164,132	120,362	58%	58%	(3,125)	-1%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
21,884	**SALARIES**		**284,494**		**164,132**	**120,362**	**58%**	**58%**	**(3,125)**	**-1%**
	EMPLOYEE BENEFITS									
3,121	STATE RETIREMENT	4600	40,570		23,405	17,165	58%	58%	(446)	-1%
1,596	F.I.C.A. TAXES	4700	21,770		12,008	9,762	58%	55%	(1,185)	-5%
2,716	HOSPITALIZATION INS.	4800	36,540		19,012	17,528	58%	52%	(3,948)	-11%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	980			980	58%	0%	(980)	-100%
7,433	**EMPLOYEE BENEFITS**		**99,860**		**54,425**	**45,435**	**58%**	**55%**	**(6,560)**	**-7%**

29,317	**PERSONAL SERVICES**		**384,354**		**218,557**	**165,797**	**58%**	**57%**	**(9,685)**	**-3%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	600		257	343	58%	43%	(159)	-27%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	2,000		603	1,397	58%	30%	(966)	-48%
(58)	MINOR OFFICE EQUIP/FUR	5020	800		332	468	58%	42%	(231)	-29%
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
2,295	COMPUTER SUPPLIES	5080	40,000		33,023	6,977	58%	83%	16,611	42%
	COMPUTR SUP-PURCHASE C	5081								
2,237	**OFFICE SUPPLIES**		**43,400**		**34,216**	**9,184**	**58%**	**79%**	**15,256**	**35%**
	OPERATING SUPPLIES									
116	GAS AND OIL	5250	800		566	234	58%	71%	170	21%
	UNIFORMS, BADGES, ETC.	5350								
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
116	**OPERATING SUPPLIES**		**800**		**566**	**234**	**58%**	**71%**	**170**	**21%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	MTR VEHICLE REP. PTS/S	5700	750		77	673	58%	10%	(618)	-82%
	MINOR COMPUTER EQUIP.	5800	2,000		1,552	448	58%	78%	660	33%
	REPAIR & MAINTENANCE		**2,750**		**1,628**	**1,122**	**58%**	**59%**	**41**	**1%**
2,353	**SUPPLIES AND EXPENSES**		**46,950**		**36,410**	**10,540**	**58%**	**78%**	**15,466**	**33%**
	_____									
	PROFESSIONAL SERVICES									
	DATA PROCESSING	6035	30,000		15,963	14,038	58%	53%	(2,635)	-9%
290	OTHER PROFESSIONAL SER	6049	5,000		1,792	3,208	58%	36%	(1,928)	-39%
290	**PROFESSIONAL SERVICE**		**35,000**		**17,754**	**17,246**	**58%**	**51%**	**(4,564)**	**-13%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	3,600		1,992	1,609	58%	55%	(184)	-5%
12,148	NETWORK	6068	176,500		57,417	119,083	58%	33%	(78,071)	-44%
	NETWORK WIRELESS	6069	4,000		745	3,255	58%	19%	(2,723)	-68%
	POSTAGE	6070								
12,148	**COMMUNICATIONS**		**184,100**		**60,153**	**123,947**	**58%**	**33%**	**(80,980)**	**-44%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								

	FREIGHT	6120	300			300	58%	0%	(300)	-100%
	MESSENGER/EXPRESS SERV	6130	100		27	73	58%	27%	(53)	-53%
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	TRANSPORTATION		**400**		**27**	**373**	**58%**	**7%**	**(353)**	**-88%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	BINDING	6205								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	ELECTRICAL R&M	6355								
20,094	OFFICE EQUIPMENT R&M	6365	51,650	5,294	44,714	1,642	58%	87%	25,002	48%
	MOTOR VEHICLE EQ. R&M	6384	1,000			1,000	58%	0%	(1,000)	-100%
	TOW IN CHARGES	6398								
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20,094	**REPR/MAINT-OUTSIDE L**		**52,650**	**5,294**	**44,714**	**2,642**	**58%**	**85%**	**24,002**	**46%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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32,531	**OTHER SERVICES & CHAR**		**272,150**	**5,294**	**122,648**	**144,208**	**58%**	**45%**	**(61,896)**	**-23%**
	_____									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325	1,500		1,405	95	58%	94%	908	61%
	DATA PROCESSING EQUIP.	7327	152,292	19,229	94,127	38,936	58%	62%	9,068	6%
186,847	FINANCIAL SOFTWARE	7328	362,112	157,469	186,847	17,795	58%	52%	(41,803)	-12%
	DOM PREP GRANT 06HS205	7332								
	PUBLIC SAFETY SOFTWARE	7333	165,000			165,000	58%	0%	(165,000)	-100%

	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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186,847	**MACHINERY AND EQUIPM**		**680,904**	**176,698**	**282,379**	**221,827**	**58%**	**41%**	**(196,825)**	**-29%**
	VEHICLES									
	AUTOMOBILES	7400								
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	VEHICLES									
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186,847	**CAPITAL OUTLAY**		**680,904**	**176,698**	**282,379**	**221,827**	**58%**	**41%**	**(196,825)**	**-29%**
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251,049	**EXPENDITURES**		**1,384,358**	**181,992**	**659,994**	**542,372**	**58%**	**48%**	**(252,939)**	**-18%**
			CITY OF HATTIESBURG							
	001092 - GENERAL FUND-GEN.GOVT.BLDG		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
	REGULAR WAGES	4000								
	OVERTIME	4300								
---			---	---	---	---	---	---	---	---
	SALARIES									
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600								
	F.I.C.A. TAXES	4700								
	HOSPITALIZATION INS.	4800								
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910								
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	EMPLOYEE BENEFITS									
---			---	---	---	---	---	---	---	---
	PERSONAL SERVICES									
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	238		60	178	58%	25%	(134)	-56%
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	OFFICE SUPPLIES		**238**		**60**	**178**	**58%**	**25%**	**(134)**	**-56%**
	OPERATING SUPPLIES									

264	CLEANING/JANITORIAL SP	5100	3,000		1,442	1,558	58%	48%	(528)	-18%
	HOUSEHOLD SUPPLIES	5110								
	FOOD	5115								
	MEDICAL SUPPLIES	5120								
1,138	CHEMICALS	5130	2,280		1,138	1,143	58%	50%	(328)	-14%
	DIESEL FUEL	5257								
	HORT./LANDSCAPING SPLY	5440	1,500		488	1,013	58%	33%	(663)	-44%
	HAND TOOLS	5450	47			47	58%	0%	(47)	-100%
	MINOR EQUIPMENT	5460	2,350		77	2,273	58%	3%	(2,218)	-94%
179	OTHER OPERATING MATL/S	5590	8,500		1,579	6,921	58%	19%	(5,792)	-68%
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1,580	**OPERATING SUPPLIES**		**17,677**		**4,722**	**12,955**	**58%**	**27%**	**(9,581)**	**-54%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	1,900		1,841	59	58%	97%	1,256	66%
	ELECTRICAL SUPPLIES	5605	3,800	222	155	3,423	58%	4%	(3,534)	-93%
	PLUMBING SUPPLIES	5610	1,425		427	998	58%	30%	(693)	-49%
	PAINT AND PAINTING SPL	5650	1,900		168	1,732	58%	9%	(1,612)	-85%
	OTHER REPAIR/MAINT. SP	5990	95			95	58%	0%	(95)	-100%
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	REPAIR & MAINTENANCE		**9,120**	**222**	**2,591**	**6,308**	**58%**	**28%**	**(4,678)**	**-51%**
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1,580	**SUPPLIES AND EXPENSES**		**27,035**	**222**	**7,373**	**19,441**	**58%**	**27%**	**(14,395)**	**-53%**
	PROFESSIONAL SERVICES									
	BUILDING SECURITY	6021	4,000			4,000	58%	0%	(4,000)	-100%
2,070	OTHER PROFESSIONAL SER	6049	32,300		15,445	16,855	58%	48%	(5,823)	-18%
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2,070	**PROFESSIONAL SERVICE**		**36,300**		**15,445**	**20,855**	**58%**	**43%**	**(9,823)**	**-27%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	TELEPHONE-EATON SCHOOL	6060 GRANT								
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	COMMUNICATIONS									
	TRANSPORTATION									
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
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	INSURANCE									
	UTILITIES									

255	GAS	6300	5,000		1,302	3,698	58%	26%	(2,768)	-55%
	GAS-TRAIN DEPOT	6300 DEPOT								
	GAS-EATON SCHOOL	6300 GRANT								
3,380	ELECTRICITY	6305	50,000		22,151	27,849	58%	44%	(12,027)	-24%
	ELECTRICITY-TRAIN DEPO	6305 DEPOT								
	ELECTRICITY-EATON SCHO	6305 GRANT								
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3,635	**UTILITIES**		**55,000**		**23,453**	**31,547**	**58%**	**43%**	**(14,795)**	**-27%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	10,363		1,400	8,963	58%	14%	(7,963)	-77%
	ELECTRICAL R&M	6355	1,520		30	1,490	58%	2%	(1,468)	-97%
	PLUMBING EQUIPMENT R&M	6357	475			475	58%	0%	(475)	-100%
	HOUSEHOLD EQUIPMENT R&	6370	1,600		895	705	58%	56%	(65)	-4%
1,068	FIXED EQUIPMENT R&M	6380	15,900		4,374	11,526	58%	28%	(8,401)	-53%
	MINOR EQUIPMENT R&M	6382								
	CLEANING AND PAINTING	6392	3,705			3,705	58%	0%	(3,705)	-100%
	EXTERMINATION-DEPOT	6393								
	DISINFECT./EXTERMINATI	6394	800		323	478	58%	40%	(246)	-31%
	OTHER REPAIRS AND MAIN	6399	570		250	320	58%	44%	(141)	-25%
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1,068	**REPR/MAINT-OUTSIDE L**		**34,933**		**7,271**	**27,662**	**58%**	**21%**	**(22,468)**	**-64%**
	RENTALS									
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	CUSTODIAL SERVICE	6870								
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	OTHER SERVICES & CHA									
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6,773	**OTHER SERVICES & CHAR**		**126,233**		**46,170**	**80,064**	**58%**	**37%**	**(47,084)**	**-37%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	FIRST BAPTIST CHURCH	7100 13								
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	BUILDINGS									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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8,353	**EXPENDITURES**		**153,268**	**222**	**53,542**	**99,504**	**58%**	**35%**	**(61,481)**	**-40%**
			CITY OF HATTIESBURG							
	001093 - GENERAL FD-INTERMODALFAC O&M		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
	REGULAR WAGES	4000								
	OVERTIME	4300								
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	SALARIES									
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600								
	F.I.C.A. TAXES	4700								
	HOSPITALIZATION INS.	4800								
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910								
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	EMPLOYEE BENEFITS									
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	PERSONAL SERVICES									
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	2,000		1,127	873	58%	56%	(68)	-3%
	GAS AND OIL	5250								
	LUBRICANTS	5255								
	HORT./LANDSCAPING SPLY	5440	1,000		500	500	58%	50%	(143)	-14%
	MINOR EQUIPMENT	5460	2,500	737	1,015	747	58%	41%	(760)	-30%
	OTHER OPERATING MATL/S	5590	1,000		296	704	58%	30%	(492)	-49%
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	OPERATING SUPPLIES		**6,500**	**737**	**2,938**	**2,824**	**58%**	**45%**	**(1,463)**	**-23%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	500			500	58%	0%	(500)	-100%
	ELECTRICAL SUPPLIES	5605	3,500		1,319	2,181	58%	38%	(1,239)	-35%
	PLUMBING SUPPLIES	5610	1,500		20	1,480	58%	1%	(1,465)	-98%
	PAINT AND PAINTING SPL	5650								
	MTR VEHICLE REP. PTS/S	5700								
	AGRICLTRL REPAIR PTS/S	5755								
	OTHER REPAIR/MAINT. SP	5990	1,500		556	944	58%	37%	(547)	-36%
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	REPAIR & MAINTENANCE		**7,000**		**1,895**	**5,105**	**58%**	**27%**	**(3,751)**	**-54%**
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	SUPPLIES AND EXPENSES		**13,500**	**737**	**4,833**	**7,930**	**58%**	**36%**	**(5,215)**	**-39%**
	PROFESSIONAL SERVICES									
	BUILDING SECURITY	6021								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									

	PRINTING	6200								
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	PRINTING AND BINDING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	UTILITIES									
	GAS	6300								
2,864	ELECTRICITY	6305	42,000		19,896	22,104	58%	47%	(7,892)	-19%
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2,864	**UTILITIES**		**42,000**		**19,896**	**22,104**	**58%**	**47%**	**(7,892)**	**-19%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	68,000	3,470	1,300	63,230	58%	2%	(65,771)	-97%
	ELECTRICAL R&M	6355	2,140			2,140	58%	0%	(2,140)	-100%
	PLUMBING EQUIPMENT R&M	6357	2,000			2,000	58%	0%	(2,000)	-100%
	OFFICE EQUIPMENT R&M	6365	1,500			1,500	58%	0%	(1,500)	-100%
	MOTOR VEHICLE EQ. R&M	6384								
	DISINFECT./EXTERMINATI	6394	2,700		761	1,939	58%	28%	(1,395)	-52%
	SIGN PAINTING	6396								
527	OTHER REPAIRS AND MAIN	6399	6,000		3,674	2,326	58%	61%	298	5%
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527	**REPR/MAINT-OUTSIDE L**		**82,340**	**3,470**	**5,736**	**73,134**	**58%**	**7%**	**(72,507)**	**-88%**
	RENTALS									
	UNIFORM RENT	6430								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	EXHIBITIONS & PROMOTIO	6500								
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	CUSTODIAL SERVICE	6870								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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3,391	**OTHER SERVICES & CHAR**		**124,340**	**3,470**	**25,631**	**95,239**	**58%**	**21%**	**(80,400)**	**-65%**
	_____									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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3,391	**EXPENDITURES**		**137,840**	**4,207**	**30,464**	**103,168**	**58%**	**22%**	**(85,616)**	**-62%**
			CITY OF HATTIESBURG							
	001094 - GENERAL FUND-METRPLTNPLANG.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
11,773	REGULAR WAGES	4000	154,196		86,860	67,336	58%	56%	(5,292)	-3%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300			55	(55)			94	
	DISASTER RECOVERY OVER	4310								
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11,773	**SALARIES**		**154,196**		**86,915**	**67,281**	**58%**	**56%**	**(5,199)**	**-3%**
	EMPLOYEE BENEFITS									
1,585	STATE RETIREMENT	4600	22,000		11,891	10,109	58%	54%	(1,615)	-7%
883	F.I.C.A. TAXES	4700	11,800		6,526	5,274	58%	55%	(612)	-5%
1,552	HOSPITALIZATION INS.	4800	20,880		10,864	10,016	58%	52%	(2,256)	-11%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	535			535	58%	0%	(535)	-100%
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4,021	**EMPLOYEE BENEFITS**		**55,215**		**29,281**	**25,934**	**58%**	**53%**	**(5,019)**	**-9%**
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15,793	**PERSONAL SERVICES**		**209,411**		**116,196**	**93,215**	**58%**	**55%**	**(10,218)**	**-5%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	2,000			2,000	58%	0%	(2,000)	-100%
	PRINTED FORMS	5005								
286	OTHER EXPENDABLE OFF.S	5010	2,000		1,538	462	58%	77%	636	32%
	MINOR OFFICE EQUIP/FUR	5020								
	PHOTO SUPPLIES	5040	500			500	58%	0%	(500)	-100%
	SUBSCRIPTIONS,MAGS,MAP	5050	250			250	58%	0%	(250)	-100%
	BOOKS	5070								
191	COMPUTER SUPPLIES	5080	5,000		343	4,657	58%	7%	(4,412)	-88%
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477	**OFFICE SUPPLIES**		**9,750**		**1,881**	**7,869**	**58%**	**19%**	**(6,525)**	**-67%**
	OPERATING SUPPLIES									

34	FOOD	5115	1,000		528	472	58%	53%	(95)	-10%
36	GAS AND OIL	5250	4,043		75	3,968	58%	2%	(3,914)	-97%
	MINOR EQUIPMENT	5460	1,000			1,000	58%	0%	(1,000)	-100%
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69	**OPERATING SUPPLIES**		**6,043**		**603**	**5,440**	**58%**	**10%**	**(5,009)**	**-83%**
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546	**SUPPLIES AND EXPENSES**		**15,793**		**2,484**	**13,309**	**58%**	**16%**	**(11,534)**	**-73%**
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
6,950	CONSULTANT SERV/SURVEY	6020	63,000		42,641	20,359	58%	68%	10,099	16%
	ABSTRACTING & RECORDIN	6023								
	LEGAL	6025								
4,250	OTHER PROFESSIONAL SER	6049	15,000		4,250	10,750	58%	28%	(7,714)	-51%
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11,200	**PROFESSIONAL SERVICE**		**78,000**		**46,891**	**31,109**	**58%**	**60%**	**2,384**	**3%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070	150			150	58%	0%	(150)	-100%
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	COMMUNICATIONS		**150**			**150**	**58%**	**0%**	**(150)**	**-100%**
	TRANSPORTATION									
1,198	TRAVEL EXPENSE	6110	10,000		1,198	8,802	58%	12%	(7,946)	-79%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130	400			400	58%	0%	(400)	-100%
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1,198	**TRANSPORTATION**		**10,400**		**1,198**	**9,202**	**58%**	**12%**	**(8,346)**	**-80%**
	ADVERTISING									
	ADVERTISING	6150	1,000		57	943	58%	6%	(902)	-90%
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	ADVERTISING		**1,000**		**57**	**943**	**58%**	**6%**	**(902)**	**-90%**
	PRINTING AND BINDING									
	PRINTING	6200	1,500			1,500	58%	0%	(1,500)	-100%
	BLUELINES	6210								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING		**1,500**			**1,500**	**58%**	**0%**	**(1,500)**	**-100%**
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365	5,792		807	4,985	58%	14%	(4,408)	-76%
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	REPR/MAINT-OUTSIDE L		**5,792**		**807**	**4,985**	**58%**	**14%**	**(4,408)**	**-76%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	1,208		977	231	58%	81%	467	39%
	REGISTRATION FEE/TUITI	6845	2,000			2,000	58%	0%	(2,000)	-100%

	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		**3,208**		**977**	**2,231**	**58%**	**30%**	**(1,532)**	**-48%**
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12,398	**OTHER SERVICES & CHAR**		**100,050**		**49,930**	**50,120**	**58%**	**50%**	**(14,455)**	**-14%**
	_____									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	500			500	58%	0%	(500)	-100%
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	MACHINERY AND EQUIPM		**500**			**500**	**58%**	**0%**	**(500)**	**-100%**
	VEHICLES									
	AUTOMOBILES	7400								
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	VEHICLES									
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	CAPITAL OUTLAY		**500**			**500**	**58%**	**0%**	**(500)**	**-100%**
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28,737	**EXPENDITURES**		**325,754**		**168,610**	**157,144**	**58%**	**52%**	**(36,708)**	**-11%**
			CITY OF HATTIESBURG							
	001095 - GENERAL FUND-G/G INS.OTH SER		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
	REGULAR WAGES	4000								
	OVERTIME	4300	2,500		1,018	1,482	58%	41%	(755)	-30%
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	SALARIES		**2,500**		**1,018**	**1,482**	**58%**	**41%**	**(755)**	**-30%**
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600	360		129	231	58%	36%	(139)	-39%
	F.I.C.A. TAXES	4700	191		69	122	58%	36%	(72)	-38%
	HOSPITALIZATION INS.	4800	120		29	91	58%	24%	(70)	-58%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910								
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	EMPLOYEE BENEFITS		**671**		**227**	**444**	**58%**	**34%**	**(282)**	**-42%**
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	PERSONAL SERVICES		**3,171**		**1,245**	**1,926**	**58%**	**39%**	**(1,036)**	**-33%**
	_____									

	OFFICE SUPPLIES									
	PAPER	5003	1,000			1,000	58%	0%	(1,000)	-100%
	PRINTED FORMS	5005								
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	OFFICE SUPPLIES		**1,000**			**1,000**	**58%**	**0%**	**(1,000)**	**-100%**
	OPERATING SUPPLIES									
	FOOD	5115								
	DIESEL FUEL	5257								
	WEARING APPAREL	5355								
	OTHER OPERATING MATL/S	5590	200	98		102	58%	0%	(200)	-100%
	UNALLOC. PETROLEUM PRO	5599								
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	OPERATING SUPPLIES		**200**	**98**		**102**	**58%**	**0%**	**(200)**	**-100%**
	REPAIR & MAINTENANCE SP									
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE									
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	SUPPLIES AND EXPENSES		**1,200**	**98**		**1,102**	**58%**	**0%**	**(1,200)**	**-100%**
	_____									
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010								
	TITLE OPINIONS	6016								
	APPRAISAL	6017								
	CONSULTANT SERV/SURVEY	6020								
18,652	CONSULTANT-TWIN FORKS	6020 01	140,000		41,868	98,132	58%	30%	(68,226)	-49%
	CONSULTANT-GORDONS CRK	6020 05	32,568			32,568	58%	0%	(32,568)	-100%
3,759	LEGAL	6025	60,000		37,703	22,297	58%	63%	4,633	8%
300	CAFE PLAN-ADMIN.COSTS	6026	4,500		2,772	1,728	58%	62%	252	6%
1,785	MEDICAL	6027	37,500		20,109	17,391	58%	54%	(3,027)	-8%
	UNALLOC.WELLNESS/HOSP.	6028	200			200	58%	0%	(200)	-100%
	IN-SERVICE TRAINING	6029	1,500			1,500	58%	0%	(1,500)	-100%
	ENTERTAINMENT	6033								
	DATA PROCESSING	6035								
	EMER.SHELTER/MDA GRANT	6040	75,000			75,000	58%	0%	(75,000)	-100%
	I.P.-HYBERPLASTIC/MDA	6041								
	COPS-SECURE SCHLS/OJP	6042								
	VISITORS' CTR/MDOT GRA	6046								
57,743	OTHER PROFESSIONAL SER	6049	175,000		86,687	88,313	58%	50%	(26,393)	-15%
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82,239	**PROFESSIONAL SERVICE**		**526,268**		**189,138**	**337,130**	**58%**	**36%**	**(202,031)**	**-38%**
	COMMUNICATIONS									
6,493	TELEPHONE AND TELEGRAP	6060	100,000		58,417	41,583	58%	58%	143	0%
	TELEPHONE RENT	6065								

	POSTAGE	6070	51,500		19,658	31,842	58%	38%	(17,800)	-35%
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6,493	**COMMUNICATIONS**		**151,500**		**78,075**	**73,425**	**58%**	**52%**	**(17,656)**	**-12%**
	TRANSPORTATION									
96	TRAVEL EXPENSE	6110	8,000		4,305	3,695	58%	54%	(620)	-8%
	MESSENGER/EXPRESS SERV	6130								
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96	**TRANSPORTATION**		**8,000**		**4,305**	**3,695**	**58%**	**54%**	**(620)**	**-8%**
	ADVERTISING									
	UNALLOCATED ADVERTISIN	6155	17,600		4,050	13,550	58%	23%	(10,656)	-61%
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	ADVERTISING		**17,600**		**4,050**	**13,550**	**58%**	**23%**	**(10,656)**	**-61%**
	PRINTING AND BINDING									
	PRINTING	6200	3,000		950	2,050	58%	32%	(1,371)	-46%
	BINDING	6205								
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	PRINTING AND BINDING		**3,000**		**950**	**2,050**	**58%**	**32%**	**(1,371)**	**-46%**
	INSURANCE									
	FIRE & EXTENDED COVERA	6250	166,000			166,000	58%	0%	(166,000)	-100%
	PUBLIC LIAB/PROPERTY D	6255	550,000		233,321	316,680	58%	42%	(150,020)	-27%
	BOILER MACHINERY	6260								
	SURETY AND FORGERY BON	6270	500		375	125	58%	75%	143	29%
	OTHER INSURANCE	6299	2,200		855	1,345	58%	39%	(734)	-33%
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	INSURANCE		**718,700**		**234,551**	**484,150**	**58%**	**33%**	**(316,612)**	**-44%**
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365								
	MOTOR VEHICLE EQ. R&M	6384								
	COMMUNICATION EQ. R&M	6390								
	OTHER REPAIRS AND MAIN	6399	600			600	58%	0%	(600)	-100%
	OTHER REPAIRS AND MAIN	6399 FBC								
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	REPR/MAINT-OUTSIDE L		**600**			**600**	**58%**	**0%**	**(600)**	**-100%**
	OTHER SERVICES & CHARGE									
	SETTLEMT OF DAMAGE CLA	6700	73,000		400	72,600	58%	1%	(72,314)	-99%
	LATE PAYMENT CHARGE	6705	3,200			3,200	58%	0%	(3,200)	-100%
	COURT COSTS	6710								
	THEFT LOSS	6818								
5,077	PROP.TAX COLL. FEES .0	6830	50,000		29,287	20,713	58%	59%	206	0%
771	PROP.TAX COLL. FEES.00	6831	58,500		53,067	5,433	58%	91%	32,472	56%
130	BANK SERV/TRF FEE	6832	2,100		911	1,189	58%	43%	(538)	-26%
80	DUES AND MEMBERSHIPS	6840	25,000		18,320	6,680	58%	73%	6,405	26%
	REGISTRATION FEE/TUITI	6845	6,800		1,574	5,226	58%	23%	(4,101)	-60%
	PROPERTY TAXES	6995	3,900		3,801	99	58%	97%	2,616	67%

3,000	LOBBYING	6998	36,000		21,000	15,000	58%	58%		0%
	SERVICES NOT SPECIFIED	6999	50,000		750	49,250	58%	2%	(48,714)	-97%
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9,058	**OTHER SERVICES & CHA**		**308,500**		**129,109**	**179,391**	**58%**	**42%**	**(87,170)**	**-28%**
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97,885	**OTHER SERVICES & CHAR**		**1,734,168**		**640,178**	**1,093,990**	**58%**	**37%**	**(636,720)**	**-37%**
	_____									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
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	VEHICLES									
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	CAPITAL OUTLAY									
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97,885	**EXPENDITURES**		**1,738,539**	**98**	**641,423**	**1,097,017**	**58%**	**37%**	**(638,956)**	**-37%**
			CITY OF HATTIESBURG							
	001096 - GENERAL FUND-FED PROGADMIN		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
4,253	REGULAR WAGES	4000	99,409		27,287	72,122	58%	27%	(52,631)	-53%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
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4,253	**SALARIES**		**99,409**		**27,287**	**72,122**	**58%**	**27%**	**(52,631)**	**-53%**
	EMPLOYEE BENEFITS									
606	STATE RETIREMENT	4600	14,180		3,891	10,289	58%	27%	(7,509)	-53%
298	F.I.C.A. TAXES	4700	7,610		1,902	5,708	58%	25%	(4,349)	-57%
551	HOSPITALIZATION INS.	4800	10,440		3,447	6,993	58%	33%	(4,531)	-43%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	545			545	58%	0%	(545)	-100%
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1,456	**EMPLOYEE BENEFITS**		**32,775**		**9,240**	**23,535**	**58%**	**28%**	**(16,935)**	**-52%**
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5,709	**PERSONAL SERVICES**		**132,184**		**36,526**	**95,658**	**58%**	**28%**	**(69,568)**	**-53%**
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005	550		546	4	58%	99%	386	70%
	OTHER EXPENDABLE OFF.S	5010	270		135	135	58%	50%	(38)	-14%
	MINOR OFFICE EQUIP/FUR	5020	80		70	10	58%	88%	40	50%
	MICROFILM SUPPLIES	5030								
	SUBSCRIPTIONS,MAGS,MAP	5050	490			490	58%	0%	(490)	-100%
	BOOKS	5070	10		5	5	58%	50%	(1)	-10%
	COMPUTER SUPPLIES	5080								
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	OFFICE SUPPLIES		**1,400**		**756**	**644**	**58%**	**54%**	**(104)**	**-7%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	FOOD	5115	650			650	58%	0%	(650)	-100%
158	GAS AND OIL	5250	2,050		626	1,424	58%	31%	(977)	-48%
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
	OTHER OPER.MATL-BROWNS	5591								
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158	**OPERATING SUPPLIES**		**2,700**		**626**	**2,074**	**58%**	**23%**	**(1,627)**	**-60%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	MTR VEHICLE REP. PTS/S	5700	150		4	146	58%	3%	(142)	-95%
	MINOR COMPUTER EQUIP.	5800								
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE		**150**		**4**	**146**	**58%**	**3%**	**(142)**	**-95%**
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158	**SUPPLIES AND EXPENSES**		**4,250**		**1,386**	**2,864**	**58%**	**33%**	**(1,874)**	**-44%**
	PROFESSIONAL SERVICES									
	CONSULTANT SERV-BROWNS	6020								
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	750		298	452	58%	40%	(238)	-32%
	POSTAGE	6070	100		76	24	58%	76%	30	30%

	COMMUNICATIONS		**850**		**374**	**476**	**58%**	**44%**	**(209)**	**-25%**
	TRANSPORTATION									
799	TRAVEL EXPENSE	6110	900		799	101	58%	89%	469	52%
	TRVL EXP-BROWNSFIELD P	6116								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130	45			45	58%	0%	(45)	-100%
799	**TRANSPORTATION**		**945**		**799**	**146**	**58%**	**85%**	**424**	**45%**
	ADVERTISING									
	ADVERTISING	6150	55		25	30	58%	45%	(11)	-20%
	ADVERTISING		**55**		**25**	**30**	**58%**	**45%**	**(11)**	**-20%**
	PRINTING AND BINDING									
	PRINTING	6200								
	BINDING	6205								
	PRINTING AND BINDING									
	INSURANCE									
	SURETY AND FORGERY BON	6270								
	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365								
	MOTOR VEHICLE EQ. R&M	6384	200			200	58%	0%	(200)	-100%
	OTHER REPAIRS AND MAIN	6399								
	REPR/MAINT-OUTSIDE L		**200**			**200**	**58%**	**0%**	**(200)**	**-100%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845	350		350		58%	100%	250	71%
	SERVICES NOT SPECIFIED	6999								
	OTHER SERVICES & CHA		**350**		**350**		**58%**	**100%**	**250**	**71%**
799	**OTHER SERVICES & CHAR**		**2,400**		**1,548**	**852**	**58%**	**65%**	**253**	**11%**
	_____									
	ENVIRON PROJ-BROWNSFI	7296 04								

	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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6,666	**EXPENDITURES**		**138,834**		**39,460**	**99,374**	**58%**	**28%**	**(71,188)**	**-51%**
			CITY OF HATTIESBURG							
	001100 - GENERAL FUND-POLICE/PUB.SFTY		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
443,562	REGULAR WAGES	4000	6,120,005		3,191,462	2,928,543	58%	52%	(648,927)	-11%
	DISASTER RECOVERY WAGE	4010			32,402	(32,402)			55,546	
60,460	OVERTIME	4300	500,000		456,645	43,355	58%	91%	282,820	57%
	DISASTER RECOVERY OVER	4310								
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504,021	**SALARIES**		**6,620,005**		**3,680,509**	**2,939,496**	**58%**	**56%**	**(310,561)**	**-5%**
	EMPLOYEE BENEFITS									
70,843	STATE RETIREMENT	4600	944,030		517,462	426,568	58%	55%	(56,952)	-6%
37,366	F.I.C.A. TAXES	4700	506,440		273,102	233,338	58%	54%	(38,264)	-8%
57,655	HOSPITALIZATION INS.	4800	923,940		423,144	500,796	58%	46%	(198,550)	-21%
	UNEMPLOYMENT BENEFITS	4900	16,000			16,000	58%	0%	(16,000)	-100%
	WORKMAN'S COMPENSATION	4910	140,000			140,000	58%	0%	(140,000)	-100%
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165,864	**EMPLOYEE BENEFITS**		**2,530,410**		**1,213,707**	**1,316,703**	**58%**	**48%**	**(449,769)**	**-18%**
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669,886	**PERSONAL SERVICES**		**9,150,415**		**4,894,216**	**4,256,199**	**58%**	**53%**	**(760,330)**	**-8%**
	_____									
	OFFICE SUPPLIES									
498	PAPER	5003	4,866		1,938	2,928	58%	40%	(1,543)	-32%
	PRINTED FORMS	5005								
885	OTHER EXPENDABLE OFF.S	5010	10,000		4,096	5,904	58%	41%	(2,978)	-30%
297	EXPENDABLE OFF.SPL-LIF	5012	4,800		1,343	3,457	58%	28%	(2,497)	-52%
	MINOR OFFICE EQUIP/FUR	5020	1,000	160	524	316	58%	52%	(101)	-10%
	MICROFILM SUPPLIES	5030								

	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050	9,800		4,060	5,740	58%	41%	(2,840)	-29%
	BOOKS	5070	2,000		683	1,317	58%	34%	(828)	-41%
364	COMPUTER SUPPLIES	5080	22,525		13,119	9,406	58%	58%	(35)	0%
	COMPUTR SUP-LLEBG '01	5081								
	COMPUTR SUP-COPS MORE'	5082								
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2,044	**OFFICE SUPPLIES**		**54,991**	**160**	**25,764**	**29,067**	**58%**	**47%**	**(10,823)**	**-20%**
	OPERATING SUPPLIES									
1,577	CLEANING/JANITORIAL SP	5100	15,000		11,493	3,507	58%	77%	4,702	31%
	HOUSEHOLD SUPPLIES	5110								
	FOOD	5115	1,250		108	1,142	58%	9%	(1,065)	-85%
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130								
510	FEED FOR ANIMALS	5150	4,500		2,646	1,854	58%	59%	36	1%
61,079	GAS AND OIL	5250	380,000		250,283	129,717	58%	66%	49,056	13%
	LUBRICANTS	5255								
650	DIESEL FUEL	5257	6,500		3,236	3,264	58%	50%	(952)	-15%
	OTHER FUEL	5260								
26,296	UNIFORMS, BADGES, ETC.	5350	88,420	4,772	63,262	20,386	58%	72%	20,028	23%
	WEARING APPAREL	5355	31,580	7,750	7,508	16,322	58%	24%	(18,708)	-59%
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405								
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450								
200	MINOR EQUIPMENT	5460	15,000	819	4,443	9,738	58%	30%	(7,383)	-49%
	MINOR EQUIP-LLEBG '03	5461								
	MINOR EQUIP-BYRNE GRAN	5463								
	MINOR EQ-LLEBG/BYRNE'0	5464								
3,230	OTHER OPERATING MATL/S	5590	17,000		8,463	8,537	58%	50%	(2,492)	-15%
	OTHER OPER.MATL-METH.G	5591								
	OTHER OPER.MATLS-PRO S	5592								
	OTHER OPER.-ALCOHOL CN	5593	380		235	145	58%	62%	23	6%
	OTHER OPER-VICTIM ADVO	5594								
	OTHER OPER-LAW ENF.LIA	5596								
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93,541	**OPERATING SUPPLIES**		**559,630**	**13,341**	**351,675**	**194,614**	**58%**	**63%**	**43,241**	**8%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	3,000		380	2,620	58%	13%	(2,348)	-78%
232	ELECTRICAL SUPPLIES	5605	2,000	400	800	800	58%	40%	(628)	-31%
	PLUMBING SUPPLIES	5610								
299	PAINT AND PAINTING SPL	5650	1,500	600	307	593	58%	20%	(973)	-65%
4,300	MTR VEHICLE REP. PTS/S	5700	105,900	1,200	50,921	53,779	58%	48%	(18,607)	-18%
198	COMMUNICATION REPAIR P	5750	8,000	1,214	4,790	1,996	58%	60%	211	3%

	AGRICLTRL REPAIR PTS/S	5755								
	EXPENDABLE WELDING SPL	5770								
	MINOR COMPUTER EQUIP.	5800								
742	OTHER REPAIR/MAINT. SP	5990	12,000	925	6,626	4,449	58%	55%	(640)	-5%
	REPR SPLY-8/29/05 STOR	5995								
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5,771	**REPAIR & MAINTENANCE**		**132,400**	**4,339**	**63,824**	**64,237**	**58%**	**48%**	**(22,987)**	**-17%**
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101,356	**SUPPLIES AND EXPENSES**		**747,021**	**17,840**	**441,263**	**287,918**	**58%**	**59%**	**9,430**	**1%**
	PROFESSIONAL SERVICES									
	LEGAL	6025								
541	MEDICAL	6027	35,000		9,377	25,623	58%	27%	(18,924)	-54%
461	VETERINARIAN	6030	3,500		1,625	1,875	58%	46%	(714)	-20%
	ENTERTAINMENT	6033								
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
	METRO CRIME STOPPERS	6039								
	OTHER PROF.-ALCOHOL CN	6047								
	OTHER PROF.-VICTIM'S A	6048								
4,420	OTHER PROFESSIONAL SER	6049	14,082		8,777	5,305	58%	62%	964	7%
	POL.LATERAL TRNG FEE	6049 26								
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5,422	**PROFESSIONAL SERVICE**		**52,582**		**19,778**	**32,804**	**58%**	**38%**	**(18,677)**	**-36%**
	COMMUNICATIONS									
502	TELEPHONE AND TELEGRAP	6060	30,000		17,327	12,673	58%	58%	(296)	-1%
	TELEPHONE-GRANT	6060 GRANT								
	TELEPHONE RENT	6065								
	NETWORK WIRELESS	6069	40,000		19,982	20,018	58%	50%	(5,744)	-14%
	POSTAGE	6070	200			200	58%	0%	(200)	-100%
	OTHER COMMUNICATION EX	6099								
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502	**COMMUNICATIONS**		**70,200**		**37,309**	**32,891**	**58%**	**53%**	**(6,241)**	**-9%**
	TRANSPORTATION									
(13)	TRAVEL EXPENSE	6110	11,000		7,525	3,475	58%	68%	1,900	17%
	TRVL EXP-TRAFFIC GRANT	6111								
	TRVL EXP-VICTIM'S ADV	6112								
	TRVL EXP-TERRORISM PRE	6113								
	TRAVEL EXP-PROJ SAFE N	6114								
	TRVL/TRNG-COP'S METH G	6116								
	TRVL EXP-LAW ENF LIAIS	6118								
	TRVL EXP-ALCOHOL GRANT	6119	2,534			2,534	58%	0%	(2,534)	-100%
	FREIGHT	6120								
74	MESSENGER/EXPRESS SERV	6130	1,000		404	596	58%	40%	(307)	-31%

62	**TRANSPORTATION**		**14,534**		**7,929**	**6,605**	**58%**	**55%**	**(941)**	**-6%**
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	3,161			3,161	58%	0%	(3,161)	-100%
	BINDING	6205								
	FILM PROCESSING	6240								
	PRINTING AND BINDING		**3,161**			**3,161**	**58%**	**0%**	**(3,161)**	**-100%**
	INSURANCE									
	FIRE & EXTENDED COVERA	6250								
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
13,839	AUTOMOBILE INSURANCE	6265	13,839		13,839		58%	100%	9,885	71%
100	SURETY AND FORGERY BON	6270	650		625	25	58%	96%	421	65%
	OTHER INSURANCE	6299								
13,939	**INSURANCE**		**14,489**		**14,464**	**25**	**58%**	**100%**	**10,306**	**71%**
	UTILITIES									
(3,401)	GAS	6300	10,000		3,499	6,501	58%	35%	(4,001)	-40%
295	ELECTRICITY	6305	88,000		38,447	49,553	58%	44%	(22,091)	-25%
(3,107)	**UTILITIES**		**98,000**		**41,946**	**56,054**	**58%**	**43%**	**(26,092)**	**-27%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	8/29/05 STORM REPAIRS	6353								
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
1,790	OFFICE EQUIPMENT R&M	6365	40,000		32,558	7,442	58%	81%	15,813	40%
	OFF.EQ.R&M-COPS MORE	6366								
	HOUSEHOLD EQUIPMENT R&	6370								
195	FIXED EQUIPMENT R&M	6380	30,000		15,879	14,121	58%	53%	(2,779)	-9%
	MINOR EQUIPMENT R&M	6382								
2,722	MOTOR VEHICLE EQ. R&M	6384	90,000		50,751	39,249	58%	56%	(2,998)	-3%
	AGRICULTURAL EQ. R&M	6387								
293	COMMUNICATION EQ. R&M	6390	3,000	75	1,350	1,575	58%	45%	(685)	-23%
	CLEANING AND PAINTING	6392								
	DISINFECT./EXTERMINATI	6394	700		383	317	58%	55%	(43)	-6%
	SIGN PAINTING	6396								
530	TOW IN CHARGES	6398	5,500		2,560	2,940	58%	47%	(1,111)	-20%
	OTHER REPAIRS AND MAIN	6399								

5,530	**REPR/MAINT-OUTSIDE L**		**169,200**	**75**	**103,481**	**65,644**	**58%**	**61%**	**8,196**	**5%**
	RENTALS									
1,036	OFFICE EQUIPMENT RENT	6410	6,216		3,732	2,484	58%	60%	181	3%
	MOTORCYCLE RENT	6417	58,118	35,100	23,018		58%	40%	(18,658)	-32%
	CYLINDER RENT	6425	600		399	201	58%	67%	84	14%
	UNIFORM RENT	6430								
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449								
1,036	**RENTALS**		**64,934**	**35,100**	**27,148**	**2,686**	**58%**	**42%**	**(18,394)**	**-28%**
	OTHER SERVICES & CHARGE									
	EXHIBITIONS & PROMOTIO	6500								
	SETTLEMT OF DAMAGE CLA	6700								
	COURT COSTS	6710								
	JAIL EXPENSE	6815								
	EVIDENCE BUY MONEY	6817								
	THEFT LOSS	6818								
	CASH OVERAGE/SHORTAGE	6819								
	BANK SERV/TRF FEE	6832								
	REFUNDS	6835								
	POLICE FINE REFUNDS	6835 PF								
	REFUNDS									
302	NSF CHECKS	6836	5,000		2,248	2,752	58%	45%	(1,146)	-23%
150	DUES AND MEMBERSHIPS	6840	4,225		820	3,405	58%	19%	(2,819)	-67%
325	REGISTRATION FEE/TUITI	6845	6,500		2,945	3,555	58%	45%	(1,451)	-22%
	LAUNDRY	6850								
	SERVICES NOT SPECIFIED	6999								
777	**OTHER SERVICES & CHA**		**15,725**		**6,013**	**9,712**	**58%**	**38%**	**(5,417)**	**-34%**
24,161	**OTHER SERVICES & CHAR**		**502,825**	**35,175**	**258,070**	**209,580**	**58%**	**51%**	**(60,419)**	**-12%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	POLICE SERV CTR BLDG	7100 22								
	BUILDINGS									
	BUILDING IMPROVEMENTS	7150								
	POLICE COMPLEX	7150 07								
	DEPOT SUBSTATION	7150 37								
	MOBILE ST SUBSTATION	7150 39								
	PALMERS CROSSING SUBS	7150 40								

	BUILDING IMPROVEMEN									
	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	8/29/05 STORM EQUIP	7302								
	EQUIP-METH GRANT	7303								
	EQUIP-DOMESTIC PREP	7312								
	EQUIP-HOMELAND SECURIT	7313								
	EQUIP-TERRORISM PREVEN	7314								
	EQUIP-TERRORISM '05	7316								
	EQ-DOMESTIC PREP'05	7318								
	EQUIP-PROJ SAFE NEIGHB	7319								
	HOUSEHOLD FURN/EQUIP.	7320								
	EQUIP-BYRNE '11	7323	83,000		79,828	3,172	58%	96%	53,848	65%
	EQUIP-BYRNE '12	7324	24,051		14,431	9,620	58%	60%	688	3%
	OFFICE FURN/EQUIP.	7325								
	COPS TECH GRANT EQUIP	7326								
	DATA PROCESSING EQUIP.	7327								
	FEMA-EMER.WARNING SIRE	7330								
	EQUIP-JUSTICE ASSIST G	7331								
	COMMUNICATION EQUIPMEN	7355								
	TRAFFIC CONTROL EQUIP.	7360								
	EQUIP-BYRNE '09	7375								
	OTHER EQUIP-STOP VIOL	7397								
	OTHER EQUIP-ALCOHOL GR	7398	1,260		1,060	200	58%	84%	556	44%
	OTHER EQUIPMENT	7399	28,000		25,625	2,375	58%	92%	15,928	57%
	MACHINERY AND EQUIPM		**136,311**		**120,944**	**15,367**	**58%**	**89%**	**71,021**	**52%**
	VEHICLES									
141,946	AUTOMOBILES	7400	480,000	228,180	173,805	78,015	58%	36%	(182,048)	-38%
	AUTOMOBILES-METH GRANT	7401								
	AUTOMOBILES-BYRNE GRAN	7402								
	MOTORCYCLES	7405								
	PICK UP TRUCKS	7420								
141,946	**VEHICLES**		**480,000**	**228,180**	**173,805**	**78,015**	**58%**	**36%**	**(182,048)**	**-38%**
	OTHER									

	ZOOLOGICAL ANIMALS	7505								
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	OTHER									
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141,946	**CAPITAL OUTLAY**		**616,311**	**228,180**	**294,749**	**93,382**	**58%**	**48%**	**(111,027)**	**-18%**
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937,348	**EXPENDITURES**		**11,016,572**	**281,195**	**5,888,298**	**4,847,079**	**58%**	**53%**	**(922,347)**	**-8%**
			CITY OF HATTIESBURG							
	001131 - GENERAL FUND-JOINT P&FTRNG.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
1,695	REGULAR WAGES	4000	22,040		12,715	9,325	58%	58%	(243)	-1%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300	1,000		11	989	58%	1%	(980)	-98%
	DISASTER RECOVERY OVER	4310								
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1,695	**SALARIES**		**23,040**		**12,726**	**10,314**	**58%**	**55%**	**(1,224)**	**-5%**
	EMPLOYEE BENEFITS									
242	STATE RETIREMENT	4600	3,290		1,815	1,475	58%	55%	(178)	-5%
128	F.I.C.A. TAXES	4700	1,770		961	809	58%	54%	(122)	-7%
388	HOSPITALIZATION INS.	4800	5,220		2,716	2,504	58%	52%	(564)	-11%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	113			113	58%	0%	(113)	-100%
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758	**EMPLOYEE BENEFITS**		**10,393**		**5,492**	**4,901**	**58%**	**53%**	**(977)**	**-9%**
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2,453	**PERSONAL SERVICES**		**33,433**		**18,218**	**15,215**	**58%**	**54%**	**(2,201)**	**-7%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	600			600	58%	0%	(600)	-100%
	PRINTED FORMS	5005	600			600	58%	0%	(600)	-100%
391	OTHER EXPENDABLE OFF.S	5010	2,950	509	2,092	349	58%	71%	636	22%
	SPLY-RRT COORDINATOR	5013	270		541	(271)	58%	200%	657	243%
100	MINOR OFFICE EQUIP/FUR	5020	3,000	450	784	1,766	58%	26%	(1,656)	-55%
	CASSETTES, TAPES	5035								
	PHOTO SUPPLIES	5040	500		103	397	58%	21%	(323)	-65%
	SUBSCRIPTIONS,MAGS,MAP	5050	800		103	697	58%	13%	(623)	-78%
	BOOKS-POLICE	5070	1,200		59	1,141	58%	5%	(1,099)	-92%

	BOOKS-FIRE	5071	3,000	110	1,185	1,705	58%	40%	(968)	-32%
	COMPUTER SUPPLIES	5080	1,200		999	201	58%	83%	512	43%
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491	**OFFICE SUPPLIES**		**14,120**	**1,069**	**5,867**	**7,184**	**58%**	**42%**	**(4,062)**	**-29%**
	OPERATING SUPPLIES									
325	CLEANING/JANITORIAL SP	5100	3,000		2,336	664	58%	78%	1,004	33%
	HOUSEHOLD SUPPLIES	5110	1,500			1,500	58%	0%	(1,500)	-100%
	FOOD	5115	2,000		310	1,690	58%	16%	(1,468)	-73%
53	MEDICAL SUPPLIES	5120	2,000		53	1,947	58%	3%	(1,908)	-95%
	GAS AND OIL	5250	2,000		297	1,703	58%	15%	(1,491)	-75%
840	WEARING APPAREL-POLICE	5355	2,500		1,909	591	58%	76%	772	31%
	WEARING APPAREL-FIRE	5356	2,500	85	567	1,849	58%	23%	(1,528)	-61%
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405	12,000			12,000	58%	0%	(12,000)	-100%
	BRICK,STONE,MORTAR,ETC	5410								
	SAND,CLAY,GRVL,FILL DI	5415	5,000			5,000	58%	0%	(5,000)	-100%
	HORT./LANDSCAPING SPLY	5440	500			500	58%	0%	(500)	-100%
	HAND TOOLS	5450	1,970		1,656	314	58%	84%	869	44%
43	MINOR EQUIPMENT-POLICE	5460	13,645	183	6,237	7,225	58%	46%	(2,953)	-22%
	MINOR EQUIPMENT-FIRE	5462	8,200	813	2,897	4,490	58%	35%	(3,233)	-39%
5,203	MINOR EQUIP-REGIONAL R	5463	27,500	4,147	17,235	6,118	58%	63%	2,045	7%
	SWIFT WATER RESCUE SUP	5465	2,300		2,111	189	58%	92%	1,319	57%
	HAZ.MAT SUPPLIES	5466	10,000	1,053	2,478	6,469	58%	25%	(5,752)	-58%
	P&F CLASSES-(FEE) SUPP	5469								
375	OTHER OPER.MATL-POLICE	5590	34,945	9,363	5,320	20,262	58%	15%	(25,825)	-74%
176	OTHER OPER.MATL-FIRE	5591	16,000	1,893	8,030	6,078	58%	50%	(2,234)	-14%
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7,015	**OPERATING SUPPLIES**		**147,560**	**17,537**	**51,434**	**78,591**	**58%**	**35%**	**(59,387)**	**-40%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	6,000		884	5,116	58%	15%	(4,484)	-75%
327	ELECTRICAL SUPPLIES	5605	1,800		327	1,473	58%	18%	(1,239)	-69%
	PLUMBING SUPPLIES	5610	1,200		1,178	22	58%	98%	819	68%
	PAINT AND PAINTING SPL	5650	1,500		117	1,383	58%	8%	(1,299)	-87%
	MTR VEHICLE REP. PTS/S	5700	1,068		950	118	58%	89%	560	52%
275	OTHER REPAIR/MAINT. SP	5990	6,130	293	3,981	1,857	58%	65%	694	11%
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602	**REPAIR & MAINTENANCE**		**17,698**	**293**	**7,436**	**9,970**	**58%**	**42%**	**(4,950)**	**-28%**
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8,108	**SUPPLIES AND EXPENSES**		**179,378**	**18,899**	**64,737**	**95,745**	**58%**	**36%**	**(68,400)**	**-38%**
	PROFESSIONAL SERVICES									
	MEDICAL	6027	200			200	58%	0%	(200)	-100%
	P&F CLASSES-(FEE) SERV	6045	100			100	58%	0%	(100)	-100%
	OTHER PROFESSIONAL SER	6049	1,000			1,000	58%	0%	(1,000)	-100%

	RRT PLANNING-HOMELAND	6049 21								
	RRT TRAINING-HOMELAND	6049 22	45,000		32,265	12,735	58%	72%	10,311	23%
	H'BURG HIGH-HOMELAND	6049 23								
	MGMT/ADMIN-HOMELAND S	6049 24								
	OTHER-CITY HOMELAND S	6049 25								
	OTHER	6049 99								
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	OTHER PROFESSIONAL		**46,000**		**32,265**	**13,735**	**58%**	**70%**	**9,311**	**20%**
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	PROFESSIONAL SERVICE		**46,300**		**32,265**	**14,035**	**58%**	**70%**	**9,011**	**19%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	500		450	50	58%	90%	271	54%
	TELEPHONE-RRT COORDINA	6060 GRANT	1,080		616	464	58%	57%	(24)	-2%
	POSTAGE	6070	100			100	58%	0%	(100)	-100%
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	COMMUNICATIONS		**1,680**		**1,066**	**614**	**58%**	**63%**	**147**	**9%**
	TRANSPORTATION									
(294)	TRVL EXP-POLICE	6110	8,000		2,524	5,476	58%	32%	(3,672)	-46%
	TRVL EXP-FIRE	6111	8,000		4,628	3,373	58%	58%	(66)	-1%
	TRVL EXP-RRT COORDINAT	6112	8,500		4,356	4,144	58%	51%	(1,032)	-12%
	TRVL EXP-RESPONSE TEAM	6116	1,000			1,000	58%	0%	(1,000)	-100%
	FREIGHT	6120	300			300	58%	0%	(300)	-100%
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(294)	**TRANSPORTATION**		**25,800**		**11,507**	**14,293**	**58%**	**45%**	**(6,073)**	**-24%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	BOILER MACHINERY	6260								
	SURETY AND FORGERY BON	6270								
	OTHER INSURANCE	6299								
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	INSURANCE									
	UTILITIES									
407	GAS	6300	5,000		2,520	2,480	58%	50%	(680)	-14%
1,320	ELECTRICITY	6305	19,232		7,706	11,526	58%	40%	(6,021)	-31%
	WATER	6315								
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1,728	**UTILITIES**		**24,232**		**10,226**	**14,006**	**58%**	**42%**	**(6,701)**	**-28%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	3,000		368	2,633	58%	12%	(2,368)	-79%
	OFFICE EQUIPMENT R&M	6365	1,300			1,300	58%	0%	(1,300)	-100%
295	MINOR EQUIPMENT R&M	6382	600		466	134	58%	78%	199	33%
	MOTOR VEHICLE EQ. R&M	6384	800		625	175	58%	78%	271	34%
	CLEANING AND PAINTING	6392	400		275	125	58%	69%	71	18%
94	DISINFECT./EXTERMINATI	6394	1,300		623	677	58%	48%	(232)	-18%
272	OTHER REPAIRS AND MAIN	6399	5,100		2,197	2,903	58%	43%	(1,333)	-26%
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661	**REPR/MAINT-OUTSIDE L**		**12,500**		**4,553**	**7,947**	**58%**	**36%**	**(4,695)**	**-38%**
	RENTALS									
997	OTHER RENT	6449	3,700		3,593	107	58%	97%	2,459	66%
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997	**RENTALS**		**3,700**		**3,593**	**107**	**58%**	**97%**	**2,459**	**66%**
	OTHER SERVICES & CHARGE									
	PETTY CASH LOSS/STORM	6818								
	DUES AND MEMBERSHIPS	6840	500			500	58%	0%	(500)	-100%
	REGISTRATN FEE-POLICE	6845	9,775		3,565	6,210	58%	36%	(3,663)	-37%
	REGISTRATN FEE-FIRE	6846	8,500	440	6,130	1,930	58%	72%	2,008	24%
	SERVICES NOT SPECIFIED	6999	300			300	58%	0%	(300)	-100%
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	OTHER SERVICES & CHA		**19,075**	**440**	**9,695**	**8,940**	**58%**	**51%**	**(2,455)**	**-13%**
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3,092	**OTHER SERVICES & CHAR**		**133,287**	**440**	**72,906**	**59,941**	**58%**	**55%**	**(8,305)**	**-6%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	P&F TRAINING BLDG	7150 34	74,694		74,694		58%	100%	53,353	71%
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	BUILDING IMPROVEMEN		**74,694**		**74,694**		**58%**	**100%**	**53,353**	**71%**
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	BUILDING/BLD IMPROVE		**74,694**		**74,694**		**58%**	**100%**	**53,353**	**71%**
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	EQUIP-RESPONSE TEAM'07	7311								
	EQUIP-RESPONSE TEAM'04	7314								
	EQUIP-CITY HOMELAND SE	7316								
	OFFICE FURN/EQUIP.	7325								
	COMMUNICATION EQUIPMEN	7355								
	TRAFFIC CONTROL EQUIP.	7360								

	OTHER EQUIP-HAZ.MAT	7398								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	BUSES	7410								
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	VEHICLES									
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	CAPITAL OUTLAY		**74,694**		**74,694**		**58%**	**100%**	**53,353**	**71%**
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13,653	**EXPENDITURES**		**420,792**	**19,339**	**230,554**	**170,901**	**58%**	**55%**	**(25,556)**	**-6%**
			CITY OF HATTIESBURG							
	001160 - GENERAL FUND-FIRE DIVISION		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
326,029	REGULAR WAGES	4000	4,520,628		2,449,472	2,071,156	58%	54%	(321,532)	-7%
	DISASTER RECOVERY WAGE	4010			9,801	(9,801)			16,801	
30,776	OVERTIME	4300	226,500		282,817	(56,317)	58%	125%	258,328	114%
	DISASTER RECOVERY OVER	4310								
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356,806	**SALARIES**		**4,747,128**		**2,742,090**	**2,005,038**	**58%**	**58%**	**(46,402)**	**-1%**
	EMPLOYEE BENEFITS									
49,118	STATE RETIREMENT	4600	678,150		377,738	300,412	58%	56%	(30,598)	-5%
24,992	F.I.C.A. TAXES	4700	363,810		193,082	170,728	58%	53%	(32,812)	-9%
45,008	HOSPITALIZATION INS.	4800	652,500		315,316	337,184	58%	48%	(111,958)	-17%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	165,000			165,000	58%	0%	(165,000)	-100%
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119,118	**EMPLOYEE BENEFITS**		**1,859,460**		**886,136**	**973,324**	**58%**	**48%**	**(340,369)**	**-18%**
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475,923	**PERSONAL SERVICES**		**6,606,588**		**3,628,226**	**2,978,362**	**58%**	**55%**	**(386,772)**	**-6%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	500		338	162	58%	68%	79	16%
	PRINTED FORMS	5005	500			500	58%	0%	(500)	-100%
	OTHER EXPENDABLE OFF.S	5010	4,207		3,487	720	58%	83%	1,770	42%

738	MINOR OFFICE EQUIP/FUR	5020	7,750		7,456	294	58%	96%	5,031	65%
	CASSETTES, TAPES	5035								
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050	160			160	58%	0%	(160)	-100%
	BOOKS	5070	1,000		910	90	58%	91%	560	56%
	COMPUTER SUPPLIES	5080	1,000		217	783	58%	22%	(628)	-63%
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738	**OFFICE SUPPLIES**		**15,117**		**12,408**	**2,709**	**58%**	**82%**	**6,154**	**41%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	12,000		7,907	4,093	58%	66%	1,555	13%
286	HOUSEHOLD SUPPLIES	5110	2,000		420	1,580	58%	21%	(1,280)	-64%
	FOOD	5115	400		197	203	58%	49%	(62)	-16%
9	MEDICAL SUPPLIES	5120	5,470		3,731	1,740	58%	68%	926	17%
	LABORATORY SUPPLIES	5125								
	CHEMICALS	5130								
3,549	GAS AND OIL	5250	21,000		11,601	9,399	58%	55%	(1,112)	-5%
22	LUBRICANTS	5255	2,214		22	2,192	58%	1%	(2,176)	-98%
12,025	DIESEL FUEL	5257	85,000		49,201	35,799	58%	58%	(655)	-1%
	OTHER FUEL	5260	200			200	58%	0%	(200)	-100%
464	UNIFORMS, BADGES, ETC.	5350	48,000	575	2,035	45,390	58%	4%	(44,511)	-93%
4,616	WEARING APPAREL	5355	15,000	69	6,234	8,697	58%	42%	(4,312)	-29%
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405	8,000		2,282	5,719	58%	29%	(4,088)	-51%
150	HORT./LANDSCAPING SPLY	5440	600		495	105	58%	83%	248	41%
	HAND TOOLS	5450	2,400		582	1,818	58%	24%	(1,402)	-58%
699	MINOR EQUIPMENT	5460	9,000		8,108	892	58%	90%	4,899	54%
1,637	MINOR FIRE FIGHTING EQ	5462	8,000		6,743	1,257	58%	84%	3,559	44%
	SWIFT WATER RESCUE SUP	5465	2,000		1,640	360	58%	82%	811	41%
	FIRE HOSE	5470	6,000		2,663	3,337	58%	44%	(1,435)	-24%
	RECREATIONAL SUPPLIES	5510								
	SFTY/FIRE P/MATL CONTR	5535	4,000	1,565	1,503	932	58%	38%	(1,423)	-36%
	OTHER OPERATING MATL/S	5590	3,000		758	2,242	58%	25%	(1,700)	-57%
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23,456	**OPERATING SUPPLIES**		**234,284**	**2,209**	**106,119**	**125,956**	**58%**	**45%**	**(52,365)**	**-22%**
	REPAIR & MAINTENANCE SP									
93	BUILDING MATERIALS & S	5600	15,000	3,918	6,764	4,318	58%	45%	(3,404)	-23%
(29)	ELECTRICAL SUPPLIES	5605	3,500		1,713	1,787	58%	49%	(563)	-16%
	PLUMBING SUPPLIES	5610	2,100	79	1,789	232	58%	85%	967	46%
	PAINT AND PAINTING SPL	5650	2,200		158	2,042	58%	7%	(1,928)	-88%
5,564	MTR VEHICLE REP. PTS/S	5700	59,700	1,148	22,660	35,893	58%	38%	(20,854)	-35%
1,968	COMMUNICATION REPAIR P	5750	5,000	203	3,243	1,554	58%	65%	559	11%
	AGRICLTRL REPAIR PTS/S	5755	100			100	58%	0%	(100)	-100%
	SCBA REPAIR PTS/SPL	5756	9,854		2,704	7,150	58%	27%	(5,218)	-53%
	MINOR COMPUTER EQUIP.	5800	2,700		74	2,626	58%	3%	(2,572)	-95%

	OTHER REPAIR/MAINT. SP	5990	300			300	58%	0%	(300)	-100%
	REPR SPLY-8/29/05 STOR	5995								
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7,596	**REPAIR & MAINTENANCE**		**100,454**	**5,348**	**39,104**	**56,003**	**58%**	**39%**	**(33,418)**	**-33%**
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31,790	**SUPPLIES AND EXPENSES**		**349,855**	**7,557**	**157,631**	**184,668**	**58%**	**45%**	**(79,630)**	**-23%**
	_____									
	PROFESSIONAL SERVICES									
	APPRAISAL	6017								
	MEDICAL	6027	36,950		1,802	35,148	58%	5%	(33,861)	-92%
	ENTERTAINMENT	6033								
750	OTHER PROFESSIONAL SER	6049	12,000		2,108	9,892	58%	18%	(8,386)	-70%
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750	**PROFESSIONAL SERVICE**		**48,950**		**3,910**	**45,040**	**58%**	**8%**	**(42,246)**	**-86%**
	COMMUNICATIONS									
61	TELEPHONE AND TELEGRAP	6060	6,600		4,905	1,695	58%	74%	1,808	27%
	NETWORK	6068								
	NETWORK WIRELESS-GRANT	6069								
	POSTAGE	6070	50			50	58%	0%	(50)	-100%
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61	**COMMUNICATIONS**		**6,650**		**4,905**	**1,745**	**58%**	**74%**	**1,758**	**26%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	10,000		1,346	8,654	58%	13%	(7,692)	-77%
	FREIGHT	6120	150		92	58	58%	61%	7	5%
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION		**10,150**		**1,438**	**8,712**	**58%**	**14%**	**(7,685)**	**-76%**
	ADVERTISING									
	ADVERTISING	6150	3,847		1,710	2,137	58%	44%	(915)	-24%
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	ADVERTISING		**3,847**		**1,710**	**2,137**	**58%**	**44%**	**(915)**	**-24%**
	PRINTING AND BINDING									
	PRINTING	6200	1,070		940	130	58%	88%	541	51%
	FILM PROCESSING	6240								
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	PRINTING AND BINDING		**1,070**		**940**	**130**	**58%**	**88%**	**541**	**51%**
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270	50			50	58%	0%	(50)	-100%
	OTHER INSURANCE	6299								
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	INSURANCE		**50**			**50**	**58%**	**0%**	**(50)**	**-100%**

	UTILITIES									
2,442	GAS	6300	19,000		15,793	3,207	58%	83%	8,073	42%
5,542	ELECTRICITY	6305	70,000		35,820	34,180	58%	51%	(8,594)	-12%
19	WATER	6315	325		153	172	58%	47%	(62)	-19%
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8,004	**UTILITIES**		**89,325**		**51,765**	**37,560**	**58%**	**58%**	**(585)**	**-1%**
	REPR/MAINT-OUTSIDE LABO									
130	BUILDING R&M	6350	64,188		45,057	19,131	58%	70%	13,052	20%
	8/29/05 STORM REPAIRS	6353								
	ELECTRICAL R&M	6355	200			200	58%	0%	(200)	-100%
	PLUMBING EQUIPMENT R&M	6357	1,600		373	1,227	58%	23%	(960)	-60%
	STREETS & STRUCTURES R	6360								
392	OFFICE EQUIPMENT R&M	6365	1,870		1,576	294	58%	84%	831	44%
	HOUSEHOLD EQUIPMENT R&	6370	2,400		1,445	955	58%	60%	76	3%
	FIXED EQUIPMENT R&M	6380	725		200	525	58%	28%	(381)	-53%
	MINOR EQUIPMENT R&M	6382	1,000		385	615	58%	39%	(340)	-34%
4,460	MOTOR VEHICLE EQ. R&M	6384	50,000	1,092	37,116	11,792	58%	74%	13,627	27%
	AGRICULTURAL EQ. R&M	6387	500			500	58%	0%	(500)	-100%
	SCBA EQUIP. R&M	6389	9,300		7,418	1,883	58%	80%	3,416	37%
1,530	COMMUNICATION EQ. R&M	6390	5,800		4,766	1,034	58%	82%	2,370	41%
	DISINFECT./EXTERMINATI	6394	2,000		1,044	956	58%	52%	(210)	-11%
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398	1,150		225	925	58%	20%	(764)	-66%
	OTHER REPAIRS AND MAIN	6399	4,430		3,405	1,026	58%	77%	1,406	32%
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6,512	**REPR/MAINT-OUTSIDE L**		**145,163**	**1,092**	**103,009**	**41,061**	**58%**	**71%**	**31,424**	**22%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410	200			200	58%	0%	(200)	-100%
	MACHINERY RENT	6420	890			890	58%	0%	(890)	-100%
	CYLINDER RENT	6425	2,600		1,644	956	58%	63%	218	8%
	UNIFORM RENT	6430								
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449								
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	RENTALS		**3,690**		**1,644**	**2,046**	**58%**	**45%**	**(871)**	**-24%**
	OTHER SERVICES & CHARGE									
(100)	DUES AND MEMBERSHIPS	6840	1,450		1,025	425	58%	71%	306	21%
	REGISTRATION FEE/TUITI	6845	1,000		753	247	58%	75%	291	29%
	LAUNDRY	6850	100			100	58%	0%	(100)	-100%
	SERVICES NOT SPECIFIED	6999	3,250			3,250	58%	0%	(3,250)	-100%
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(100)	**OTHER SERVICES & CHA**		**5,800**		**1,778**	**4,022**	**58%**	**31%**	**(2,752)**	**-47%**
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15,226	**OTHER SERVICES & CHAR**		**314,695**	**1,092**	**171,101**	**142,502**	**58%**	**54%**	**(21,379)**	**-7%**

	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	FIRE STATION-PW8294	7100 20								
	FIRE STATION-CDBG	7100 21								
	STORAGE BUILDING	7100 23	4,000		2,394	1,606	58%	60%	104	3%
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	BUILDINGS		**4,000**		**2,394**	**1,606**	**58%**	**60%**	**104**	**3%**
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	BUILDING/BLD IMPROVE		**4,000**		**2,394**	**1,606**	**58%**	**60%**	**104**	**3%**
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227	13,000			13,000	58%	0%	(13,000)	-100%
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH		**13,000**			**13,000**	**58%**	**0%**	**(13,000)**	**-100%**
	MACHINERY AND EQUIPMENT									
	8/29/05 STORM EQUIP	7302								
	LABORATORY	7310								
	FIRE FIGHTING	7315								
	EQUIP-SCBA-'11 AF GRAN	7317								
	HOUSEHOLD FURN/EQUIP.	7320	2,000			2,000	58%	0%	(2,000)	-100%
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	EQ-WIRELESS NETWORK GR	7331								
	AGRICULTURAL EQUIPMENT	7335	4,000		1,334	2,666	58%	33%	(1,712)	-43%
	COMMUNICATION EQUIPMEN	7355								
	TRAFFIC CONTROL EQUIP.	7360								
	HYDRANTS & METERS	7365								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM		**6,000**		**1,334**	**4,666**	**58%**	**22%**	**(3,712)**	**-62%**
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
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	VEHICLES									
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	CAPITAL OUTLAY		**23,000**		**3,728**	**19,272**	**58%**	**16%**	**(16,608)**	**-72%**
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522,940	**EXPENDITURES**		**7,294,138**	**8,649**	**3,960,686**	**3,324,803**	**58%**	**54%**	**(504,390)**	**-7%**
			CITY OF HATTIESBURG							
	001180 - GENERAL FUND-LAND DEVEL.ADM.		EXPENDITURE REPORT							

			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
30,330	REGULAR WAGES	4000	377,159		217,890	159,269	58%	58%	(3,633)	-1%
	DISASTER RECOVERY WAGE	4010			578	(578)			991	
	OVERTIME	4300			653	(653)			1,119	
	DISASTER RECOVERY OVER	4310								
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30,330	**SALARIES**		**377,159**		**219,121**	**158,038**	**58%**	**58%**	**(1,523)**	**0%**
	EMPLOYEE BENEFITS									
4,325	STATE RETIREMENT	4600	53,795		31,247	22,548	58%	58%	(228)	0%
2,266	F.I.C.A. TAXES	4700	28,860		16,391	12,469	58%	57%	(760)	-3%
4,656	HOSPITALIZATION INS.	4800	73,080		36,472	36,608	58%	50%	(10,556)	-14%
	UNEMPLOYMENT BENEFITS	4900	4,800			4,800	58%	0%	(4,800)	-100%
	WORKMAN'S COMPENSATION	4910	5,000			5,000	58%	0%	(5,000)	-100%
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11,247	**EMPLOYEE BENEFITS**		**165,535**		**84,110**	**81,425**	**58%**	**51%**	**(21,346)**	**-13%**
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41,577	**PERSONAL SERVICES**		**542,694**		**303,231**	**239,463**	**58%**	**56%**	**(22,869)**	**-4%**
	_____									
	OFFICE SUPPLIES									
566	PAPER	5003	2,472		1,405	1,067	58%	57%	(63)	-3%
359	PRINTED FORMS	5005	1,200		394	806	58%	33%	(524)	-44%
638	OTHER EXPENDABLE OFF.S	5010	2,900	78	1,400	1,422	58%	48%	(500)	-17%
200	MINOR OFFICE EQUIP/FUR	5020	1,700		370	1,330	58%	22%	(1,065)	-63%
	PHOTO SUPPLIES	5040	500		216	284	58%	43%	(129)	-26%
	SUBSCRIPTIONS,MAGS,MAP	5050	500			500	58%	0%	(500)	-100%
7	BOOKS	5070	1,200		824	376	58%	69%	212	18%
	COMPUTER SUPPLIES	5080	5,497		5,424	73	58%	99%	3,801	69%
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1,771	**OFFICE SUPPLIES**		**15,969**	**78**	**10,033**	**5,858**	**58%**	**63%**	**1,230**	**8%**
	OPERATING SUPPLIES									
	FOOD	5115	450			450	58%	0%	(450)	-100%
2,280	GAS AND OIL	5250	11,300		8,068	3,232	58%	71%	2,531	22%
	LUBRICANTS	5255								
	WEARING APPAREL	5355	550		234	316	58%	43%	(149)	-27%
	MINOR EQUIPMENT	5460	100			100	58%	0%	(100)	-100%
	OTHER OPERATING MATL/S	5590								
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2,280	**OPERATING SUPPLIES**		**12,400**		**8,301**	**4,099**	**58%**	**67%**	**1,830**	**15%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	100			100	58%	0%	(100)	-100%
	PAINT AND PAINTING SPL	5650								
636	MTR VEHICLE REP. PTS/S	5700	3,100		2,913	187	58%	94%	1,893	61%
	COMMUNICATION REPAIR P	5750	500		289	212	58%	58%	(4)	-1%
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636	**REPAIR & MAINTENANCE**		**3,700**		**3,201**	**499**	**58%**	**87%**	**1,787**	**48%**
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4,688	**SUPPLIES AND EXPENSES**		**32,069**	**78**	**21,536**	**10,455**	**58%**	**67%**	**4,850**	**15%**
	PROFESSIONAL SERVICES									
	DEMOLITION	6013								
200	ASBESTOS REMOVAL	6014	11,000		5,238	5,762	58%	48%	(2,020)	-18%
	TITLE OPINIONS	6016	16,150	3,500	3,050	9,600	58%	19%	(10,921)	-68%
	LOT CLEARING	6018								
	MEDICAL	6027								
	OTHER PROFESSIONAL SER	6049	3,000		1,146	1,854	58%	38%	(1,035)	-35%
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200	**PROFESSIONAL SERVICE**		**30,150**	**3,500**	**9,434**	**17,216**	**58%**	**31%**	**(13,977)**	**-46%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	4,775		1,630	3,145	58%	34%	(1,980)	-41%
	POSTAGE	6070	500			500	58%	0%	(500)	-100%
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	COMMUNICATIONS		**5,275**		**1,630**	**3,645**	**58%**	**31%**	**(2,480)**	**-47%**
	TRANSPORTATION									
43	TRAVEL EXPENSE	6110	5,500		1,352	4,148	58%	25%	(3,182)	-58%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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43	**TRANSPORTATION**		**5,500**		**1,352**	**4,148**	**58%**	**25%**	**(3,182)**	**-58%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365	1,100			1,100	58%	0%	(1,100)	-100%
2,281	MOTOR VEHICLE EQ. R&M	6384	9,197		2,281	6,916	58%	25%	(5,286)	-57%
	COMMUNICATION EQ. R&M	6390	600			600	58%	0%	(600)	-100%
	CLEANING AND PAINTING	6392								
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398	500		75	425	58%	15%	(371)	-74%
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2,281	**REPR/MAINT-OUTSIDE L**		**11,397**		**2,356**	**9,041**	**58%**	**21%**	**(7,357)**	**-65%**
	RENTALS									
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
240	DUES AND MEMBERSHIPS	6840	2,400		1,469	931	58%	61%	118	5%
	REGISTRATION FEE/TUITI	6845	3,000		963	2,037	58%	32%	(1,348)	-45%
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240	**OTHER SERVICES & CHA**		**5,400**		**2,432**	**2,968**	**58%**	**45%**	**(1,231)**	**-23%**
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2,763	**OTHER SERVICES & CHAR**		**57,722**	**3,500**	**17,203**	**37,019**	**58%**	**30%**	**(28,230)**	**-49%**
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400	42,000	35,084		6,916	58%	0%	(42,000)	-100%
	PICK UP TRUCKS	7420								
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	VEHICLES		**42,000**	**35,084**		**6,916**	**58%**	**0%**	**(42,000)**	**-100%**
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	CAPITAL OUTLAY		**42,000**	**35,084**		**6,916**	**58%**	**0%**	**(42,000)**	**-100%**
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49,028	**EXPENDITURES**		**674,485**	**38,662**	**341,971**	**293,852**	**58%**	**51%**	**(88,249)**	**-13%**
			CITY OF HATTIESBURG							
	001190 - GENERAL FUND-P/S CONTRAC.SER		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%

	_____									
	_____									
	SALARIES									
	REGULAR WAGES	4000								
13,046	OVERTIME	4300	150,000		94,597	55,403	58%	63%	12,166	8%
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13,046	**SALARIES**		**150,000**		**94,597**	**55,403**	**58%**	**63%**	**12,166**	**8%**
	EMPLOYEE BENEFITS									
1,861	STATE RETIREMENT	4600	21,340		13,486	7,854	58%	63%	1,779	8%
965	F.I.C.A. TAXES	4700	11,475		6,969	4,506	58%	61%	472	4%
1,719	HOSPITALIZATION INS.	4800	4,455		8,495	(4,040)	58%	191%	10,108	227%
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4,544	**EMPLOYEE BENEFITS**		**37,270**		**28,950**	**8,320**	**58%**	**78%**	**12,358**	**33%**
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17,591	**PERSONAL SERVICES**		**187,270**		**123,547**	**63,723**	**58%**	**66%**	**24,525**	**13%**
	_____									
	PROFESSIONAL SERVICES									
31,199	MEDICAL	6027	150,000		135,775	14,225	58%	91%	82,756	55%
	OTHER PROF.-JAIL DIV G	6048								
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31,199	**PROFESSIONAL SERVICE**		**150,000**		**135,775**	**14,225**	**58%**	**91%**	**82,756**	**55%**
	OTHER SERVICES & CHARGE									
220,132	JAIL EXPENSE	6815	1,400,000		1,015,466	384,534	58%	73%	340,799	24%
	DISTRICT ATT'Y SUBSIDY	6816								
	JAIL IMPR-CITY SHARE	6826								
	AMBULANCE SERV.CONTRIB	6860								
	EMERGENCY MGMT.CONTRIB	6865	342,000		291,500	50,500	58%	85%	157,714	46%
	USM CITIZEN CORPS COUN	6866								
	USM TITLE V CONTRACT	6867								
	JUVENILLE ACCT.INCENTI	6868	11,379		11,379		58%	100%	8,128	71%
	METH GRANT CONTRACT	6869								
	SERVICES NOT SPECIFIED	6999								
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220,132	**OTHER SERVICES & CHA**		**1,753,379**		**1,318,345**	**435,034**	**58%**	**75%**	**506,641**	**29%**
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251,331	**OTHER SERVICES & CHAR**		**1,903,379**		**1,454,120**	**449,259**	**58%**	**76%**	**589,397**	**31%**
	_____									
	VEHICLES									
	AUTOMOBILES	7400								
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	VEHICLES									
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	CAPITAL OUTLAY									
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268,921	**EXPENDITURES**		**2,090,649**		**1,577,666**	**512,983**	**58%**	**75%**	**613,921**	**29%**
			CITY OF HATTIESBURG							
	001191 - GENERAL FUND-TRAFFIC MAINT.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
15,405	REGULAR WAGES	4000	236,975		113,738	123,237	58%	48%	(41,995)	-18%
515	DISASTER RECOVERY WAGE	4010			4,549	(4,549)			7,798	
1,913	OVERTIME	4300	10,000		7,910	2,090	58%	79%	3,560	36%
	DISASTER RECOVERY OVER	4310								
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17,832	**SALARIES**		**246,975**		**126,197**	**120,778**	**58%**	**51%**	**(30,637)**	**-12%**
	EMPLOYEE BENEFITS									
2,543	STATE RETIREMENT	4600	35,230		17,996	17,234	58%	51%	(4,379)	-12%
1,329	F.I.C.A. TAXES	4700	18,900		9,400	9,500	58%	50%	(2,785)	-15%
2,716	HOSPITALIZATION INS.	4800	46,980		21,340	25,640	58%	45%	(10,396)	-22%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	12,875			12,875	58%	0%	(12,875)	-100%
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6,588	**EMPLOYEE BENEFITS**		**113,985**		**48,735**	**65,250**	**58%**	**43%**	**(30,439)**	**-27%**
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24,420	**PERSONAL SERVICES**		**360,960**		**174,932**	**186,028**	**58%**	**48%**	**(61,076)**	**-17%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
69	OTHER EXPENDABLE OFF.S	5010	1,015		1,000	16	58%	99%	699	69%
	MINOR OFFICE EQUIP/FUR	5020	1,033		1,013	21	58%	98%	703	68%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070	285		285		58%	100%	203	71%
	COMPUTER SUPPLIES	5080	682		615	67	58%	90%	372	55%
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69	**OFFICE SUPPLIES**		**3,015**		**2,912**	**103**	**58%**	**97%**	**1,977**	**66%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	150			150	58%	0%	(150)	-100%
	HOUSEHOLD SUPPLIES	5110	1,350		763	587	58%	57%	(42)	-3%
	FOOD	5115								
	MEDICAL SUPPLIES	5120	50			50	58%	0%	(50)	-100%

	CHEMICALS	5130	600			600	58%	0%	(600)	-100%
3,368	GAS AND OIL	5250	28,000		12,721	15,279	58%	45%	(6,192)	-22%
	LUBRICANTS	5255	100			100	58%	0%	(100)	-100%
314	DIESEL FUEL	5257	2,000		997	1,003	58%	50%	(291)	-15%
	WEARING APPAREL	5355	600			600	58%	0%	(600)	-100%
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405	1,200		444	756	58%	37%	(439)	-37%
	SAND,CLAY,GRVL,FILL DI	5415								
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450	2,300		884	1,416	58%	38%	(784)	-34%
928	MINOR EQUIPMENT	5460	12,800		2,331	10,469	58%	18%	(8,804)	-69%
22,128	TRAFFIC CONTROL EQ. SP	5540	110,899	46,250	29,299	35,350	58%	26%	(60,671)	-55%
2,737	TRAFFIC SIGNS	5545	31,200		13,418	17,782	58%	43%	(8,197)	-26%
	STREET MARKING SUPPLIE	5550	2,800		1,611	1,189	58%	58%	(38)	-1%
21	OTHER OPERATING MATL/S	5590	350		192	158	58%	55%	(21)	-6%
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29,496	**OPERATING SUPPLIES**		**194,399**	**46,250**	**62,662**	**85,487**	**58%**	**32%**	**(86,978)**	**-45%**
	REPAIR & MAINTENANCE SP									
408	BUILDING MATERIALS & S	5600	3,000		1,421	1,579	58%	47%	(564)	-19%
894	ELECTRICAL SUPPLIES	5605	4,000		894	3,106	58%	22%	(2,467)	-62%
	STRUCTURAL STEEL & IRO	5620	1,500			1,500	58%	0%	(1,500)	-100%
1,575	PAINT AND PAINTING SPL	5650	7,880	405	2,814	4,662	58%	36%	(3,056)	-39%
965	MTR VEHICLE REP. PTS/S	5700	4,000	95	3,466	439	58%	87%	1,941	49%
	COMMUNICATION REPAIR P	5750	1,000			1,000	58%	0%	(1,000)	-100%
	OTHER REPAIR/MAINT. SP	5990	500			500	58%	0%	(500)	-100%
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3,842	**REPAIR & MAINTENANCE**		**21,880**	**500**	**8,595**	**12,785**	**58%**	**39%**	**(7,145)**	**-33%**
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33,408	**SUPPLIES AND EXPENSES**		**219,294**	**46,750**	**74,168**	**98,376**	**58%**	**34%**	**(92,149)**	**-42%**
	PROFESSIONAL SERVICES									
	MEDICAL	6027								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	1,000		538	462	58%	54%	(77)	-8%
	POSTAGE	6070								
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	COMMUNICATIONS		**1,000**		**538**	**462**	**58%**	**54%**	**(77)**	**-8%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	2,042			2,042	58%	0%	(2,042)	-100%
85	FREIGHT	6120	150		85	65	58%	57%	(4)	-3%
	MESSENGER/EXPRESS SERV	6130								
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85	**TRANSPORTATION**		**2,192**		**85**	**2,107**	**58%**	**4%**	**(2,046)**	**-93%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	UTILITIES									
199	GAS	6300	2,000		1,183	817	58%	59%	28	1%
1,144	ELECTRICITY	6305	14,000		7,284	6,716	58%	52%	(1,512)	-11%
	TRAFFIC LIGHT ELECTRIC	6310								
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1,343	**UTILITIES**		**16,000**		**8,467**	**7,533**	**58%**	**53%**	**(1,484)**	**-9%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	STREETS & STRUCTURES R	6360	35			35	58%	0%	(35)	-100%
	OFFICE EQUIPMENT R&M	6365	500		441	59	58%	88%	256	51%
41,678	TRAFFIC CONTROL EQ. R&	6375	102,700		43,329	59,371	58%	42%	(28,421)	-28%
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382	150		99	51	58%	66%	19	13%
	MOTOR VEHICLE EQ. R&M	6384	16,850		8,969	7,881	58%	53%	(1,474)	-9%
	COMMUNICATION EQ. R&M	6390	550			550	58%	0%	(550)	-100%
	DISINFECT./EXTERMINATI	6394	614		108	506	58%	18%	(429)	-70%
	SIGN PAINTING	6396	150			150	58%	0%	(150)	-100%
	TOW IN CHARGES	6398	200			200	58%	0%	(200)	-100%
	OTHER REPAIRS AND MAIN	6399	51			51	58%	0%	(51)	-100%
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41,678	**REPR/MAINT-OUTSIDE L**		**121,800**		**52,946**	**68,854**	**58%**	**43%**	**(31,035)**	**-25%**
	RENTALS									
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
96	UNIFORM RENT	6430	950		720	230	58%	76%	284	30%
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449	750			750	58%	0%	(750)	-100%
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96	**RENTALS**		**1,700**		**720**	**980**	**58%**	**42%**	**(465)**	**-27%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	1,000		415	585	58%	42%	(288)	-29%
1,167	REGISTRATION FEE/TUITI	6845	3,000		1,667	1,333	58%	56%	(142)	-5%
	LAUNDRY	6850								

250	SERVICES NOT SPECIFIED	6999	9,600		1,750	7,850	58%	18%	(6,600)	-69%
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1,417	**OTHER SERVICES & CHA**		**13,600**		**3,832**	**9,768**	**58%**	**28%**	**(7,031)**	**-52%**
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44,619	**OTHER SERVICES & CHAR**		**156,292**		**66,588**	**89,704**	**58%**	**43%**	**(42,140)**	**-27%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	RENOVATE WALNUT ST.BL	7150 22								
	TRAFFIC SHOP IMPROVEM	7150 32								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	3,500			3,500	58%	0%	(3,500)	-100%
	COMMUNICATION EQUIPMEN	7355	3,050			3,050	58%	0%	(3,050)	-100%
	TRAFFIC CONTROL EQUIP.	7360	18,000			18,000	58%	0%	(18,000)	-100%
	OTHER EQUIPMENT	7399	13,000			13,000	58%	0%	(13,000)	-100%
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	MACHINERY AND EQUIPM		**37,550**			**37,550**	**58%**	**0%**	**(37,550)**	**-100%**
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	SPECIAL TRUCKS	7450	85,173		85,173		58%	100%	60,838	71%
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	VEHICLES		**85,173**		**85,173**		**58%**	**100%**	**60,838**	**71%**
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	CAPITAL OUTLAY		**122,723**		**85,173**	**37,550**	**58%**	**69%**	**23,288**	**19%**
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102,447	**EXPENDITURES**		**859,269**	**46,750**	**400,862**	**411,657**	**58%**	**47%**	**(172,077)**	**-20%**
			CITY OF HATTIESBURG							
	001201 - GENERAL FUND-STREET DIV.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									

62,500	REGULAR WAGES	4000	1,108,758		479,084	629,674	58%	43%	(287,470)	-26%
1,959	DISASTER RECOVERY WAGE	4010			15,343	(15,343)			26,302	
5,044	OVERTIME	4300	20,000		30,632	(10,632)	58%	153%	32,512	163%
	DISASTER RECOVERY OVER	4310								
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69,504	**SALARIES**		**1,128,758**		**525,058**	**603,700**	**58%**	**47%**	**(228,658)**	**-20%**
	EMPLOYEE BENEFITS									
9,911	STATE RETIREMENT	4600	160,965		73,614	87,351	58%	46%	(34,769)	-22%
5,237	F.I.C.A. TAXES	4700	86,352		39,619	46,733	58%	46%	(18,433)	-21%
14,356	HOSPITALIZATION INS.	4800	261,000		101,278	159,722	58%	39%	(87,380)	-33%
	UNEMPLOYMENT BENEFITS	4900	2,100			2,100	58%	0%	(2,100)	-100%
	WORKMAN'S COMPENSATION	4910	50,000			50,000	58%	0%	(50,000)	-100%
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29,504	**EMPLOYEE BENEFITS**		**560,417**		**214,511**	**345,906**	**58%**	**38%**	**(192,684)**	**-34%**
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99,008	**PERSONAL SERVICES**		**1,689,175**		**739,569**	**949,606**	**58%**	**44%**	**(421,342)**	**-25%**
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
10	OTHER EXPENDABLE OFF.S	5010	200		181	19	58%	91%	110	55%
	MINOR OFFICE EQUIP/FUR	5020								
	SUBSCRIPTIONS,MAGS,MAP	5050								
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10	**OFFICE SUPPLIES**		**200**		**181**	**19**	**58%**	**91%**	**110**	**55%**
	OPERATING SUPPLIES									
37	CLEANING/JANITORIAL SP	5100	2,000		1,353	647	58%	68%	319	16%
	HOUSEHOLD SUPPLIES	5110	3,500	1,492	1,130	878	58%	32%	(1,563)	-45%
	FOOD	5115								
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130	1,500			1,500	58%	0%	(1,500)	-100%
8,843	GAS AND OIL	5250	72,450	75	45,382	26,993	58%	63%	5,347	7%
	LUBRICANTS	5255	5,000		4,773	227	58%	95%	3,182	64%
16,407	DIESEL FUEL	5257	94,000		60,848	33,152	58%	65%	10,311	11%
	WEARING APPAREL	5355	2,600		647	1,953	58%	25%	(1,491)	-57%
	ASPHALT & ASPHALT PROD	5400	8,000			8,000	58%	0%	(8,000)	-100%
314	CONCRETE, CEMENT, ETC.	5405	42,050	11,025	7,636	23,389	58%	18%	(28,959)	-69%
	BRICK,STONE,MORTAR,ETC	5410	8,700		2,473	6,227	58%	28%	(4,460)	-51%
3,450	SAND,CLAY,GRVL,FILL DI	5415	53,500		17,153	36,347	58%	32%	(24,095)	-45%
	DRAINAGE PIPE & CULVER	5420	12,000			12,000	58%	0%	(12,000)	-100%
	HORT./LANDSCAPING SPLY	5440	7,300		360	6,940	58%	5%	(6,683)	-92%
542	HAND TOOLS	5450	5,700	3,100	2,590	10	58%	45%	(1,260)	-22%
44	MINOR EQUIPMENT	5460	7,500		7,110	390	58%	95%	4,688	63%
	STREET MARKING SUPPLIE	5550								

	OTHER OPERATING MATL/S	5590	7,500	36	7,391	72	58%	99%	5,170	69%
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29,637	**OPERATING SUPPLIES**		**333,300**	**15,728**	**158,848**	**158,724**	**58%**	**48%**	**(60,988)**	**-18%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	21,500		23	21,477	58%	0%	(21,460)	-100%
60	ELECTRICAL SUPPLIES	5605	7,500		175	7,325	58%	2%	(7,200)	-96%
	PLUMBING SUPPLIES	5610	2,500		2,075	425	58%	83%	1,056	42%
	STRUCTURAL STEEL & IRO	5620	8,500		5,010	3,490	58%	59%	88	1%
	PAINT AND PAINTING SPL	5650	8,700			8,700	58%	0%	(8,700)	-100%
3,500	MTR VEHICLE REP. PTS/S	5700	87,886	4,861	38,685	44,340	58%	44%	(21,569)	-25%
	COMMUNICATION REPAIR P	5750	1,000		80	920	58%	8%	(863)	-86%
	AGRICLTRL REPAIR PTS/S	5755	6,000			6,000	58%	0%	(6,000)	-100%
	OTHER REPAIR/MAINT. SP	5990	700		93	607	58%	13%	(540)	-77%
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3,561	**REPAIR & MAINTENANCE**		**144,286**	**4,861**	**46,142**	**93,283**	**58%**	**32%**	**(65,185)**	**-45%**
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33,208	**SUPPLIES AND EXPENSES**		**477,786**	**20,589**	**205,171**	**252,025**	**58%**	**43%**	**(126,064)**	**-26%**
	_____									
	PROFESSIONAL SERVICES									
	LOT CLEARING	6018								
	MEDICAL	6027								
648	OTHER PROFESSIONAL SER	6049	45,000	130	19,518	25,352	58%	43%	(11,540)	-26%
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648	**PROFESSIONAL SERVICE**		**45,000**	**130**	**19,518**	**25,352**	**58%**	**43%**	**(11,540)**	**-26%**
	TRANSPORTATION									
4	TRAVEL EXPENSE	6110	4,285		1,406	2,879	58%	33%	(1,874)	-44%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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4	**TRANSPORTATION**		**4,285**		**1,406**	**2,879**	**58%**	**33%**	**(1,874)**	**-44%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									

	ELECTRICITY	6305								
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	UTILITIES									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	STREETS & STRUCTURES R	6360								
	MISC PAVING	6360 01								
	VENETIAN WAY AREA	6360 02								
	S 27TH/O'FERRELL AREA	6360 03								
	W 4TH-COLUMBIA ST ARE	6360 04								
	MCINNIS LOOP/CAMBRIDG	6360 05								
	DABBS ST/MLK AREA	6360 06								
	S 40TH/BONHOMIE	6360 07								
	STANLEY/HWY 42 AREA	6360 08								
	PINE HILLS/SANDLEWOOD	6360 09								
	N 35TH/USM AREA	6360 10								
	S 36TH/MAMIE ST AREA	6360 11								
	S 34TH/MANDALAY AREA	6360 12								
	S H'BURG/S CHANCELLOR	6360 13								
	BROAD ST/CAPITAL ST A	6360 14								
	MOBILE/BOUIE ST AREA	6360 15								
	CHALMETTE/WINDGATE	6360 16								
	HONEYSUCKLE/DOGWOOD	6360 17								
	ADELINE/S 16TH AREA	6360 18								
	DUMAS/FLORENCE ST ARE	6360 19								
	S 16TH/CORRINE ST ARE	6360 20								
	ACADEMY DR-BLC AIRPOR	6360 21								
	COTTAGES AT TURTLE CR	6360 22								
	CLASSIC DR/J ED TURNE	6360 23								
	E 5TH ST/E 6TH ST ARE	6360 24								
	HALL/ELIZABETH AVE	6360 25								
	MANDALAY/HILLENDALE	6360 26								
	ARLINGTON LOOP/S 34TH	6360 27								
	N. 31st Ave/HILLSIDE	6360 28								
	DWNTWN AREA VAR STS &	6360 29								
	LONG RANGE PAVING PLA	6360 99								
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	STREETS & STRUCTURE									
	FIXED EQUIPMENT R&M	6380	1,000			1,000	58%	0%	(1,000)	-100%
	MINOR EQUIPMENT R&M	6382	1,500		691	809	58%	46%	(315)	-21%
1,543	MOTOR VEHICLE EQ. R&M	6384	92,816		11,688	81,128	58%	13%	(72,779)	-78%
	AGRICULTURAL EQ. R&M	6387								

	COMMUNICATION EQ. R&M	6390								
	SIGN PAINTING	6396								
120	TOW IN CHARGES	6398	1,200		881	320	58%	73%	310	26%
	OTHER REPAIRS AND MAIN	6399								
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1,663	**REPR/MAINT-OUTSIDE L**		**96,516**		**13,259**	**83,257**	**58%**	**14%**	**(73,786)**	**-76%**
	RENTALS									
	AUTOMOTIVE EQ. RENT	6415								
	MACHINERY RENT	6420	74,000			74,000	58%	0%	(74,000)	-100%
741	UNIFORM RENT	6430	5,471		4,060	1,411	58%	74%	1,489	27%
	OTHER RENT	6449	7,000			7,000	58%	0%	(7,000)	-100%
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741	**RENTALS**		**86,471**		**4,060**	**82,411**	**58%**	**5%**	**(79,511)**	**-92%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845	4,500		1,028	3,472	58%	23%	(2,737)	-61%
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		**4,500**		**1,028**	**3,472**	**58%**	**23%**	**(2,737)**	**-61%**
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3,056	**OTHER SERVICES & CHAR**		**236,772**	**130**	**39,270**	**197,372**	**58%**	**17%**	**(169,452)**	**-72%**
	IMPROVEMENT OTHER THAN									
	BRIDGES	7210								
	SEWERS	7220								
	IND.PARK WTR/SWR IMPR	7220 03								
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	SEWERS									
	B/WAY, E. HARDY-SBA	7223								
	KAB/LANDSCAPING	7226								
	STREETS & ROADWAYS	7230								
	INDUSTRIAL PARK ROADS	7230 02								
	W.4TH-HWY 49 TO 38TH	7230 15								
	HARDY ST-MCLEOD TO 25	7230 16								
	OTHER STREET IMPR.	7230 99								
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	STREETS & ROADWAYS									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								

	PIPE	7370								
	OTHER EQUIPMENT	7399	10,438		10,438		58%	100%	7,455	71%
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	MACHINERY AND EQUIPM		**10,438**		**10,438**		**58%**	**100%**	**7,455**	**71%**
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	DUMP TRUCKS	7440								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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	CAPITAL OUTLAY		**10,438**		**10,438**		**58%**	**100%**	**7,455**	**71%**
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135,271	**EXPENDITURES**		**2,414,171**	**20,719**	**994,449**	**1,399,003**	**58%**	**41%**	**(709,401)**	**-29%**
			CITY OF HATTIESBURG							
	001202 - GENERAL FUND-STREET LIGHTS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	UTILITIES									
90,742	ELECTRICITY	6305	1,100,000		613,009	486,991	58%	56%	(49,127)	-4%
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90,742	**UTILITIES**		**1,100,000**		**613,009**	**486,991**	**58%**	**56%**	**(49,127)**	**-4%**
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90,742	**OTHER SERVICES & CHAR**		**1,100,000**		**613,009**	**486,991**	**58%**	**56%**	**(49,127)**	**-4%**
	_____									
	IMPROVEMENT OTHER THAN									
	STREET LIGHTING	7235								
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
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90,742	**EXPENDITURES**		**1,100,000**		**613,009**	**486,991**	**58%**	**56%**	**(49,127)**	**-4%**
			CITY OF HATTIESBURG							
	001203 - GENERAL FUND-ENGR/PUBLIC SER		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
18,244	REGULAR WAGES	4000	237,170		136,629	100,541	58%	58%	(2,949)	-1%
	DISASTER RECOVERY WAGE	4010			201	(201)			344	
	OVERTIME	4300			302	(302)			517	
	DISASTER RECOVERY OVER	4310								
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18,244	**SALARIES**		**237,170**		**137,132**	**100,038**	**58%**	**58%**	**(2,086)**	**-1%**
	EMPLOYEE BENEFITS									
2,602	STATE RETIREMENT	4600	33,820		19,555	14,265	58%	58%	(296)	-1%
1,319	F.I.C.A. TAXES	4700	18,150		9,955	8,195	58%	55%	(1,084)	-6%
2,328	HOSPITALIZATION INS.	4800	36,540		16,296	20,244	58%	45%	(8,604)	-24%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	13,900			13,900	58%	0%	(13,900)	-100%
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6,248	**EMPLOYEE BENEFITS**		**102,410**		**45,805**	**56,605**	**58%**	**45%**	**(23,886)**	**-23%**
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24,492	**PERSONAL SERVICES**		**339,580**		**182,937**	**156,643**	**58%**	**54%**	**(25,973)**	**-8%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	500		340	160	58%	68%	83	17%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	3,459		617	2,842	58%	18%	(2,401)	-69%
	MINOR OFFICE EQUIP/FUR	5020	1,200		663	537	58%	55%	(63)	-5%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050	241		240	1	58%	100%	170	71%
	MAPS FOR RESALE	5060								
	BOOKS	5070	500			500	58%	0%	(500)	-100%
	COMPUTER SUPPLIES	5080	1,500		947	553	58%	63%	123	8%
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	OFFICE SUPPLIES		**7,400**		**2,808**	**4,592**	**58%**	**38%**	**(2,586)**	**-35%**
	OPERATING SUPPLIES									
	FOOD	5115	200		28	172	58%	14%	(152)	-76%
	MEDICAL SUPPLIES	5120								
819	GAS AND OIL	5250	3,800		3,137	663	58%	83%	1,577	42%
	LUBRICANTS	5255								
	WEARING APPAREL	5355	100			100	58%	0%	(100)	-100%
	HORT./LANDSCAPING SPLY	5440								
	MINOR EQUIPMENT	5460	3,300		2,259	1,041	58%	68%	572	17%
	OTHER OPERATING MATL/S	5590	750		66	684	58%	9%	(637)	-85%

819	**OPERATING SUPPLIES**		**8,150**		**5,491**	**2,659**	**58%**	**67%**	**1,262**	**15%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	981		248	733	58%	25%	(556)	-57%
	ELECTRICAL SUPPLIES	5605	500		258	242	58%	52%	(57)	-11%
	PAINT AND PAINTING SPL	5650								
	MTR VEHICLE REP. PTS/S	5700	1,500		31	1,469	58%	2%	(1,447)	-96%
	COMMUNICATION REPAIR P	5750	150			150	58%	0%	(150)	-100%
519	OTHER REPAIR/MAINT. SP	5990	519		519		58%	100%	370	71%
519	**REPAIR & MAINTENANCE**		**3,650**		**1,057**	**2,593**	**58%**	**29%**	**(1,838)**	**-50%**
1,337	**SUPPLIES AND EXPENSES**		**19,200**		**9,355**	**9,845**	**58%**	**49%**	**(3,163)**	**-16%**
	PROFESSIONAL SERVICES									
58,598	ENGINEERING	6015	247,600		165,182	82,418	58%	67%	35,568	14%
	CONSULTANT SERV/SURVEY	6020	70,000			70,000	58%	0%	(70,000)	-100%
	ABSTRACTING & RECORDIN	6023								
	OTHER PROFESSIONAL SER	6049	54,000		23,483	30,518	58%	43%	(13,743)	-25%
58,598	**PROFESSIONAL SERVICE**		**371,600**		**188,664**	**182,936**	**58%**	**51%**	**(48,176)**	**-13%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	1,200		546	654	58%	46%	(264)	-22%
	POSTAGE	6070								
	COMMUNICATIONS		**1,200**		**546**	**654**	**58%**	**46%**	**(264)**	**-22%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	3,000		1,680	1,320	58%	56%	(120)	-4%
	FREIGHT	6120	400		350	50	58%	88%	200	50%
	MESSENGER/EXPRESS SERV	6130								
	TRANSPORTATION		**3,400**		**2,030**	**1,370**	**58%**	**60%**	**80**	**2%**
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	BLUELINES	6210								
	FILM PROCESSING	6240								
	PRINTING AND BINDING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								

	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	UTILITIES									
169	GAS	6300	1,553		961	592	58%	62%	94	6%
309	ELECTRICITY	6305	5,000		1,774	3,226	58%	35%	(1,959)	-39%
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478	**UTILITIES**		**6,553**		**2,736**	**3,817**	**58%**	**42%**	**(1,862)**	**-28%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	15,947		14,538	1,409	58%	91%	8,975	56%
	OFFICE EQUIPMENT R&M	6365	1,400		65	1,335	58%	5%	(1,288)	-92%
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384	1,500		65	1,435	58%	4%	(1,388)	-93%
	COMMUNICATION EQ. R&M	6390	1,500			1,500	58%	0%	(1,500)	-100%
	DISINFECT./EXTERMINATI	6394	800		293	508	58%	37%	(297)	-37%
	TOW IN CHARGES	6398								
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	REPR/MAINT-OUTSIDE L		**21,147**		**14,961**	**6,186**	**58%**	**71%**	**4,500**	**21%**
	RENTALS									
348	OFFICE EQUIPMENT RENT	6410	4,000		2,416	1,584	58%	60%	141	4%
	UNIFORM RENT	6430	500		266	234	58%	53%	(44)	-9%
	OTHER RENT	6449								
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348	**RENTALS**		**4,500**		**2,682**	**1,818**	**58%**	**60%**	**97**	**2%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	700			700	58%	0%	(700)	-100%
	REGISTRATION FEE/TUITI	6845	1,200		1,115	85	58%	93%	711	59%
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		**1,900**		**1,115**	**785**	**58%**	**59%**	**11**	**1%**
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59,424	**OTHER SERVICES & CHAR**		**410,300**		**212,734**	**197,566**	**58%**	**52%**	**(45,612)**	**-11%**
	_____									
	LAND									
	EASEMENTS	7010								
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	LAND									
	MACHINERY AND EQUIPMENT									
	ENGINEERING	7305								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	EMERGENCY GENERATORS	7362								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
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	VEHICLES									
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	CAPITAL OUTLAY									
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85,253	**EXPENDITURES**		**769,080**		**405,026**	**364,054**	**58%**	**53%**	**(74,749)**	**-10%**
			CITY OF HATTIESBURG							
	001204 - GENERAL FUND-SHOP DIVISION		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
18,736	REGULAR WAGES	4000	306,979		147,883	159,096	58%	48%	(53,465)	-17%
1,586	DISASTER RECOVERY WAGE	4010			5,245	(5,245)			8,991	
2,511	OVERTIME	4300	15,000		10,459	4,541	58%	70%	2,929	20%
	DISASTER RECOVERY OVER	4310								
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22,832	**SALARIES**		**321,979**		**163,587**	**158,392**	**58%**	**51%**	**(41,543)**	**-13%**
	EMPLOYEE BENEFITS									
3,256	STATE RETIREMENT	4600	45,915		23,328	22,587	58%	51%	(5,923)	-13%
1,672	F.I.C.A. TAXES	4700	24,640		11,973	12,667	58%	49%	(4,115)	-17%
3,492	HOSPITALIZATION INS.	4800	61,990		25,220	36,770	58%	41%	(18,755)	-30%
	UNEMPLOYMENT BENEFITS	4900	1,650		644	1,006	58%	39%	(546)	-33%
	WORKMAN'S COMPENSATION	4910	7,800			7,800	58%	0%	(7,800)	-100%
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8,420	**EMPLOYEE BENEFITS**		**141,995**		**61,165**	**80,830**	**58%**	**43%**	**(37,140)**	**-26%**
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31,252	**PERSONAL SERVICES**		**463,974**		**224,752**	**239,222**	**58%**	**48%**	**(78,685)**	**-17%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020								
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	OFFICE SUPPLIES									

	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110								
	FOOD	5115								
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130	5,000		4,925	75	58%	99%	3,443	69%
478	GAS AND OIL	5250	7,000		5,813	1,187	58%	83%	2,964	42%
	LUBRICANTS	5255								
2,163	DIESEL FUEL	5257	8,000		3,598	4,402	58%	45%	(1,832)	-23%
	WEARING APPAREL	5355								
	HAND TOOLS	5450	1,500		66	1,434	58%	4%	(1,387)	-92%
	MINOR EQUIPMENT	5460	6,500	1,348	2,674	2,478	58%	41%	(1,916)	-29%
	OTHER OPERATING MATL/S	5590	900		836	64	58%	93%	532	59%
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2,641	**OPERATING SUPPLIES**		**28,900**	**1,348**	**17,912**	**9,640**	**58%**	**62%**	**1,806**	**6%**
	REPAIR & MAINTENANCE SP									
233	BUILDING MATERIALS & S	5600	1,160	451	632	77	58%	54%	(76)	-7%
572	ELECTRICAL SUPPLIES	5605	1,180		722	458	58%	61%	57	5%
	PLUMBING SUPPLIES	5610	200		136	64	58%	68%	32	16%
	STRUCTURAL STEEL & IRO	5620	8,000		281	7,719	58%	4%	(7,518)	-94%
	PAINT AND PAINTING SPL	5650								
267	MTR VEHICLE REP. PTS/S	5700	2,000	133	1,088	779	58%	54%	(135)	-7%
	TROLLEY REPR PARTS & S	5710	485			485	58%	0%	(485)	-100%
	COMMUNICATION REPAIR P	5750	750			750	58%	0%	(750)	-100%
	EXPENDABLE WELDING SPL	5770								
2,232	OTHER REPAIR/MAINT. SP	5990	5,000	193	2,621	2,186	58%	52%	(507)	-10%
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3,304	**REPAIR & MAINTENANCE**		**18,775**	**777**	**5,481**	**12,518**	**58%**	**29%**	**(9,379)**	**-50%**
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5,946	**SUPPLIES AND EXPENSES**		**47,675**	**2,125**	**23,392**	**22,158**	**58%**	**49%**	**(7,574)**	**-16%**
	_____									
	TRANSPORTATION									
	FREIGHT	6120								
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	TRANSPORTATION									
	INSURANCE									
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
347	GAS	6300	3,000		1,377	1,623	58%	46%	(639)	-21%
3,178	ELECTRICITY	6305	35,000		21,446	13,554	58%	61%	1,764	5%
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3,525	**UTILITIES**		**38,000**		**22,823**	**15,177**	**58%**	**60%**	**1,124**	**3%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	150			150	58%	0%	(150)	-100%
	FIXED EQUIPMENT R&M	6380	100			100	58%	0%	(100)	-100%
	MINOR EQUIPMENT R&M	6382	1,500			1,500	58%	0%	(1,500)	-100%
	MOTOR VEHICLE EQ. R&M	6384	2,500		768	1,732	58%	31%	(1,183)	-47%
	TROLLEY EQUIPMENT R&M	6385	1,301			1,301	58%	0%	(1,301)	-100%
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394								
	TOW IN CHARGES	6398								
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L		**5,551**		**768**	**4,783**	**58%**	**14%**	**(4,234)**	**-76%**
	RENTALS									
	CYLINDER RENT	6425	700		339	361	58%	48%	(119)	-17%
176	UNIFORM RENT	6430	2,500		1,209	1,291	58%	48%	(427)	-17%
	OTHER RENT	6449								
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176	**RENTALS**		**3,200**		**1,548**	**1,652**	**58%**	**48%**	**(546)**	**-17%**
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999	600			600	58%	0%	(600)	-100%
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	OTHER SERVICES & CHA		**600**			**600**	**58%**	**0%**	**(600)**	**-100%**
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3,701	**OTHER SERVICES & CHAR**		**47,351**		**25,139**	**22,212**	**58%**	**53%**	**(4,255)**	**-9%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	PUBLIC WORKS SHOP BLD	7100 05								
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	BUILDINGS									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	PLANT EQUIPMENT	7340								
	OTHER EQUIPMENT	7399	8,000			8,000	58%	0%	(8,000)	-100%

	MACHINERY AND EQUIPM		**8,000**			**8,000**	**58%**	**0%**	**(8,000)**	**-100%**
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	SPECIAL TRUCKS	7450								
	VEHICLES									
	CAPITAL OUTLAY		**8,000**			**8,000**	**58%**	**0%**	**(8,000)**	**-100%**
40,899	**EXPENDITURES**		**567,000**	**2,125**	**273,283**	**291,592**	**58%**	**48%**	**(98,515)**	**-17%**
			CITY OF HATTIESBURG							
	001205 - GENERAL FUND-G O & F SDIV.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
13,936	REGULAR WAGES	4000	212,282		103,556	108,726	58%	49%	(34,757)	-16%
	DISASTER RECOVERY WAGE	4010			310	(310)			531	
43	OVERTIME	4300	6,000		732	5,268	58%	12%	(4,744)	-79%
	DISASTER RECOVERY OVER	4310								
13,979	**SALARIES**		**218,282**		**104,598**	**113,684**	**58%**	**48%**	**(38,970)**	**-18%**
	EMPLOYEE BENEFITS									
1,993	STATE RETIREMENT	4600	31,130		14,916	16,214	58%	48%	(5,559)	-18%
1,041	F.I.C.A. TAXES	4700	16,705		7,807	8,898	58%	47%	(3,321)	-20%
3,104	HOSPITALIZATION INS.	4800	46,980		19,400	27,580	58%	41%	(13,723)	-29%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	1,553			1,553	58%	0%	(1,553)	-100%
6,139	**EMPLOYEE BENEFITS**		**96,368**		**42,123**	**54,245**	**58%**	**44%**	**(24,156)**	**-25%**
20,118	**PERSONAL SERVICES**		**314,650**		**146,721**	**167,929**	**58%**	**47%**	**(63,128)**	**-20%**
	OFFICE SUPPLIES									
150	PAPER	5003	400		312	88	58%	78%	135	34%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	1,500		1,476	24	58%	98%	1,030	69%
	MINOR OFFICE EQUIP/FUR	5020	650		650		58%	100%	464	71%

	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080								
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150	**OFFICE SUPPLIES**		**2,550**		**2,438**	**112**	**58%**	**96%**	**1,629**	**64%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	2,450		1,129	1,321	58%	46%	(514)	-21%
	HOUSEHOLD SUPPLIES	5110	885		858	27	58%	97%	586	66%
	MEDICAL SUPPLIES	5120	100		88	12	58%	88%	51	51%
	CHEMICALS	5130								
407	DIESEL FUEL-GENERATORS	5257	9,000		1,012	7,988	58%	11%	(7,264)	-81%
	WEARING APPAREL	5355								
	HAND TOOLS	5450								
	MINOR EQUIPMENT	5460	250			250	58%	0%	(250)	-100%
	OTHER OPERATING MATL/S	5590	450		298	152	58%	66%	61	14%
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407	**OPERATING SUPPLIES**		**13,135**		**3,385**	**9,750**	**58%**	**26%**	**(7,331)**	**-56%**
	REPAIR & MAINTENANCE SP									
32	BUILDING MATERIALS & S	5600	50		32	18	58%	64%	5	10%
	ELECTRICAL SUPPLIES	5605	550			550	58%	0%	(550)	-100%
	PLUMBING SUPPLIES	5610	100			100	58%	0%	(100)	-100%
	PAINT AND PAINTING SPL	5650	500	231		269	58%	0%	(500)	-100%
	COMMUNICATION REPAIR P	5750								
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32	**REPAIR & MAINTENANCE**		**1,200**	**231**	**32**	**937**	**58%**	**3%**	**(1,144)**	**-95%**
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589	**SUPPLIES AND EXPENSES**		**16,885**	**231**	**5,855**	**10,799**	**58%**	**35%**	**(6,848)**	**-41%**
	PROFESSIONAL SERVICES									
	OTHER PROFESSIONAL SER	6049	17,455	65	716	16,674	58%	4%	(16,227)	-93%
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	PROFESSIONAL SERVICE		**17,455**	**65**	**716**	**16,674**	**58%**	**4%**	**(16,227)**	**-93%**
	COMMUNICATIONS									
65	TELEPHONE AND TELEGRAP	6060	1,500		1,287	213	58%	86%	706	47%
	POSTAGE	6070								
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65	**COMMUNICATIONS**		**1,500**		**1,287**	**213**	**58%**	**86%**	**706**	**47%**
	TRANSPORTATION									
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	UTILITIES									
63	ELECTRICITY	6305	780		447	333	58%	57%	(13)	-2%

63	**UTILITIES**		**780**		**447**	**333**	**58%**	**57%**	**(13)**	**-2%**
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365	750		65	685	58%	9%	(638)	-85%
	HOUSEHOLD EQUIPMENT R&	6370								
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394	1,500		570	930	58%	38%	(523)	-35%
	REPR/MAINT-OUTSIDE L		**2,250**		**635**	**1,615**	**58%**	**28%**	**(1,161)**	**-52%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
32	UNIFORM RENT	6430	650		248	402	58%	38%	(225)	-35%
100	MOP-MAT-RAG RENT	6435	1,900		695	1,205	58%	37%	(708)	-37%
132	**RENTALS**		**2,550**		**943**	**1,607**	**58%**	**37%**	**(933)**	**-37%**
	OTHER SERVICES & CHARGE									
	REGISTRATION FEE/TUITI	6845								
	LAUNDRY	6850								
	OTHER SERVICES & CHA									
260	**OTHER SERVICES & CHAR**		**24,535**	**65**	**4,029**	**20,442**	**58%**	**16%**	**(17,627)**	**-72%**
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	PUB.SERV./SANITA.BLDG	7100 18								
	BUILDINGS									
	BUILDING IMPROVEMENTS	7150								
	AUTOMATED FUEL CTR-BA	7150 03								
	BUILDING IMPROVEMEN									
	BUILDING/BLD IMPROVE									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325	945	160		785	58%	0%	(945)	-100%
	DATA PROCESSING EQUIP.	7327	3,000			3,000	58%	0%	(3,000)	-100%
	FUEL FAC.SOFTWARE/EQ	7328	2,000			2,000	58%	0%	(2,000)	-100%
	MACHINERY AND EQUIPM		**5,945**	**160**		**5,785**	**58%**	**0%**	**(5,945)**	**-100%**

	CAPITAL OUTLAY		**5,945**	**160**		**5,785**	**58%**	**0%**	**(5,945)**	**-100%**
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20,967	**EXPENDITURES**		**362,015**	**456**	**156,604**	**204,955**	**58%**	**43%**	**(93,551)**	**-26%**
			CITY OF HATTIESBURG							
	001206 - GENERAL FUND-DRAINAGEDIV.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
8,360	REGULAR WAGES	4000	112,323		62,123	50,200	58%	55%	(5,826)	-5%
176	DISASTER RECOVERY WAGE	4010			1,571	(1,571)			2,692	
415	OVERTIME	4300	1,500		2,787	(1,287)	58%	186%	3,277	218%
	DISASTER RECOVERY OVER	4310								
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8,951	**SALARIES**		**113,823**		**66,481**	**47,342**	**58%**	**58%**	**144**	**0%**
	EMPLOYEE BENEFITS									
1,276	STATE RETIREMENT	4600	16,235		9,480	6,755	58%	58%	16	0%
677	F.I.C.A. TAXES	4700	8,710		5,032	3,678	58%	58%	(83)	-1%
1,940	HOSPITALIZATION INS.	4800	26,100		13,580	12,520	58%	52%	(2,820)	-11%
	UNEMPLOYMENT BENEFITS	4900	1,000			1,000	58%	0%	(1,000)	-100%
	WORKMAN'S COMPENSATION	4910	5,010			5,010	58%	0%	(5,010)	-100%
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3,893	**EMPLOYEE BENEFITS**		**57,055**		**28,092**	**28,963**	**58%**	**49%**	**(8,897)**	**-16%**
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12,844	**PERSONAL SERVICES**		**170,878**		**94,573**	**76,305**	**58%**	**55%**	**(8,753)**	**-5%**
	OPERATING SUPPLIES									
	CHEMICALS	5130								
396	GAS AND OIL	5250	5,500		2,212	3,288	58%	40%	(1,708)	-31%
	LUBRICANTS	5255								
	DIESEL FUEL	5257	1,500			1,500	58%	0%	(1,500)	-100%
	WEARING APPAREL	5355	976		476	501	58%	49%	(160)	-16%
	CONCRETE, CEMENT, ETC.	5405	19,000		1,766	17,234	58%	9%	(15,972)	-84%
641	BRICK,STONE,MORTAR,ETC	5410	5,000		4,217	783	58%	84%	2,228	45%
	SAND,CLAY,GRVL,FILL DI	5415	12,350		10,472	1,878	58%	85%	5,602	45%
8,967	DRAINAGE PIPE & CULVER	5420	28,000		12,298	15,702	58%	44%	(6,917)	-25%
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450	1,000			1,000	58%	0%	(1,000)	-100%
	MINOR EQUIPMENT	5460	1,200			1,200	58%	0%	(1,200)	-100%
	OTHER OPERATING MATL/S	5590	1,200		230	970	58%	19%	(805)	-67%

	OTHER OPER.MATL-BROWNS	5591								
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10,004	**OPERATING SUPPLIES**		**75,726**		**31,670**	**44,056**	**58%**	**42%**	**(21,434)**	**-28%**
	REPAIR & MAINTENANCE SP									
	STRUCTURAL STEEL & IRO	5620								
	MTR VEHICLE REP. PTS/S	5700	2,000		2	1,998	58%	0%	(1,996)	-100%
	COMMUNICATION REPAIR P	5750								
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	REPAIR & MAINTENANCE		**2,000**		**2**	**1,998**	**58%**	**0%**	**(1,996)**	**-100%**
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10,004	**SUPPLIES AND EXPENSES**		**77,726**		**31,672**	**46,054**	**58%**	**41%**	**(23,430)**	**-30%**
	_____									
	PROFESSIONAL SERVICES									
	CONSULTANT SERV-BROWNS	6020								
150	OTHER PROFESSIONAL SER	6049	30,000		7795-	37,795	58%	26%	(16,636)	-55%
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150	**PROFESSIONAL SERVICE**		**30,000**		**7795-**	**37,795**	**58%**	**26%**	**(16,636)**	**-55%**
	TRANSPORTATION									
	TRVL EXP-BROWNSFIELD P	6116								
	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
	ELECTRICITY	6305								
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	UTILITIES									
	REPR/MAINT-OUTSIDE LABO									
72,531	STREETS & STRUCTURES R	6360	400,000		252,284	147,716	58%	63%	32,487	8%
	MOTOR VEHICLE EQ. R&M	6384	5,000			5,000	58%	0%	(5,000)	-100%
	COMMUNICATION EQ. R&M	6390								
	TOW IN CHARGES	6398	200			200	58%	0%	(200)	-100%
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72,531	**REPR/MAINT-OUTSIDE L**		**405,200**		**252,284**	**152,916**	**58%**	**62%**	**27,287**	**7%**
	RENTALS									
	MACHINERY RENT	6420								
114	UNIFORM RENT	6430	800		788	12	58%	99%	551	69%

114	**RENTALS**		**800**		**788**	**12**	**58%**	**99%**	**551**	**69%**
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
	OTHER SERVICES & CHA									
72,795	**OTHER SERVICES & CHAR**		**436,000**		**245,278**	**190,722**	**58%**	**56%**	**(15,523)**	**-4%**
	LAND									
	EASEMENTS	7010								
	LAND									
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
18,901	NRCS EROSION CONTROL	7215 01	790,850		198,178	592,672	58%	25%	(451,116)	-57%
18,901	**DRAINS**		**790,850**		**198,178**	**592,672**	**58%**	**25%**	**(451,116)**	**-57%**
	OTHER IMPROVEMENTS	7295								
	MISC. PROJECTS	7296								
	ENVIRON PROJ-KERR MAG	7296 01								
	ENVIRON PROJ-MS TANK	7296 02								
	NCBM-BROWNFIELDS STUD	7296 03								
	ENVIRON PROJ-BROWNSFI	7296 04								
	DEQ-CREEK BANK-RIVER	7296 05								
1,850	CREEK - LILLIE BURNEY	7296 06	37,000		17,960	19,040	58%	49%	(6,211)	-17%
	CREEK - DEPOT BAKERY	7296 07	107,000		1,796	105,204	58%	2%	(103,920)	-97%
1,850	**MISC. PROJECTS**		**144,000**		**19,756**	**124,244**	**58%**	**14%**	**(110,132)**	**-76%**
20,751	**IMPROVEMENT OTHER TH**		**934,850**		**217,934**	**716,916**	**58%**	**23%**	**(561,249)**	**-60%**
	MACHINERY AND EQUIPMENT									
	DP EQUIP-BROWNSFIELD P	7324								
	CONSTRUCTION EQUIPMENT	7345								
	PIPE	7370								
	OTHER EQUIPMENT	7399								
	MACHINERY AND EQUIPM									
	VEHICLES									
	PICK UP TRUCKS	7420								
	DUMP TRUCKS	7440								
	VEHICLES									

20,751	**CAPITAL OUTLAY**		**934,850**		**217,934**	**716,916**	**58%**	**23%**	**(561,249)**	**-60%**
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116,394	**EXPENDITURES**		**1,619,454**		**589,457**	**1,029,997**	**58%**	**36%**	**(608,956)**	**-38%**
			CITY OF HATTIESBURG							
	001207 - GENERAL FUND-CONSTRUCTION		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
30,821	REGULAR WAGES	4000	425,759		215,289	210,470	58%	51%	(56,691)	-13%
263	DISASTER RECOVERY WAGE	4010			798	(798)			1,368	
1,884	OVERTIME	4300	8,000		4,878	3,122	58%	61%	362	5%
	DISASTER RECOVERY OVER	4310								
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32,967	**SALARIES**		**433,759**		**220,965**	**212,794**	**58%**	**51%**	**(54,962)**	**-13%**
	EMPLOYEE BENEFITS									
4,701	STATE RETIREMENT	4600	61,855		31,510	30,345	58%	51%	(7,838)	-13%
2,404	F.I.C.A. TAXES	4700	33,185		16,078	17,107	58%	48%	(5,622)	-17%
5,820	HOSPITALIZATION INS.	4800	83,520		36,472	47,048	58%	44%	(20,996)	-25%
	UNEMPLOYMENT BENEFITS	4900	2,500			2,500	58%	0%	(2,500)	-100%
	WORKMAN'S COMPENSATION	4910	32,000			32,000	58%	0%	(32,000)	-100%
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12,925	**EMPLOYEE BENEFITS**		**213,060**		**84,060**	**129,000**	**58%**	**39%**	**(68,956)**	**-32%**
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45,892	**PERSONAL SERVICES**		**646,819**		**305,025**	**341,794**	**58%**	**47%**	**(123,919)**	**-19%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020	800		750	50	58%	94%	485	61%
	SUBSCRIPTIONS,MAGS,MAP	5050								
150	BOOKS	5070	150		150		58%	100%	106	71%
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150	**OFFICE SUPPLIES**		**950**		**900**	**50**	**58%**	**95%**	**593**	**62%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	CHEMICALS	5130	150			150	58%	0%	(150)	-100%
4,281	GAS AND OIL	5250	21,150		14,069	7,081	58%	67%	2,968	14%
	LUBRICANTS	5255	400			400	58%	0%	(400)	-100%

	DIESEL FUEL	5257	1,200		195	1,005	58%	16%	(865)	-72%
166	WEARING APPAREL	5355	550		166	384	58%	30%	(265)	-48%
	CONCRETE, CEMENT, ETC.	5405	1,100			1,100	58%	0%	(1,100)	-100%
	SAND,CLAY,GRVL,FILL DI	5415								
	DRAINAGE PIPE & CULVER	5420								
	HORT./LANDSCAPING SPLY	5440								
587	HAND TOOLS	5450	8,100		5,019	3,081	58%	62%	504	6%
	MINOR EQUIPMENT	5460	6,200	159	1,913	4,128	58%	31%	(2,920)	-47%
	TRAFFIC SIGNS	5545	100			100	58%	0%	(100)	-100%
42	OTHER OPERATING MATL/S	5590	5,000		2,124	2,876	58%	42%	(1,359)	-27%
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5,077	**OPERATING SUPPLIES**		**43,950**	**159**	**23,486**	**20,305**	**58%**	**53%**	**(3,688)**	**-8%**
	REPAIR & MAINTENANCE SP									
13	BUILDING MATERIALS & S	5600	10,800		3,234	7,566	58%	30%	(5,256)	-49%
519	ELECTRICAL SUPPLIES	5605	13,800	342	9,944	3,515	58%	72%	3,247	24%
35	PLUMBING SUPPLIES	5610	3,000		1,394	1,606	58%	46%	(610)	-20%
	STRUCTURAL STEEL & IRO	5620	750			750	58%	0%	(750)	-100%
197	PAINT AND PAINTING SPL	5650	1,200		550	650	58%	46%	(256)	-21%
17	MTR VEHICLE REP. PTS/S	5700	3,000		2,179	821	58%	73%	735	25%
	GENERATOR REP. PTS/SPL	5705								
	COMMUNICATION REPAIR P	5750	500			500	58%	0%	(500)	-100%
	AGRICLTRL REPAIR PTS/S	5755	1,300		559	741	58%	43%	(341)	-26%
	EXPENDABLE WELDING SPL	5770	500			500	58%	0%	(500)	-100%
521	OTHER REPAIR/MAINT. SP	5990	3,384		1,608	1,776	58%	48%	(627)	-19%
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1,301	**REPAIR & MAINTENANCE**		**38,234**	**342**	**19,468**	**18,425**	**58%**	**51%**	**(4,860)**	**-13%**
	REPR PARTS/SUPPLIES									
	REPR/MAINT SPL-EATON S	5991 01	300			300	58%	0%	(300)	-100%
2,103	REPR/MAINT SPL-DOWNTOW	5991 02	118,050	35,894	18,093	64,063	58%	15%	(87,033)	-74%
	REPR SPLY-STORMS	5995								
	8/29/05-HURRICANE KAT	5995 01								
	9/1/08-HURRICANE GUST	5995 02								
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	REPR SPLY-STORMS									
	8/29/05 STORM SUPPLIES	5996								
	8/29 CHEMICALS PW8226	5996 01								
	8/29 ALLIED BLD PW340	5996 02								
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	8/29/05 STORM SUPPL									
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2,103	**REPR PARTS/SUPPLIES**		**118,350**	**35,894**	**18,093**	**64,363**	**58%**	**15%**	**(87,333)**	**-74%**
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8,631	**SUPPLIES AND EXPENSES**		**201,484**	**36,395**	**61,946**	**103,143**	**58%**	**31%**	**(95,291)**	**-47%**

	PROFESSIONAL SERVICES									
	DEMOLITION	6013								
	ENGINEERING	6015								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	1,640		1,124	516	58%	69%	287	18%
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	COMMUNICATIONS		**1,640**		**1,124**	**516**	**58%**	**69%**	**287**	**18%**
	TRANSPORTATION									
	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
	GAS	6300								
66	ELECTRICITY	6305	1,500		651	849	58%	43%	(384)	-26%
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66	**UTILITIES**		**1,500**		**651**	**849**	**58%**	**43%**	**(384)**	**-26%**
	REPR/MAINT-OUTSIDE LABO									
	8/29/05 FACILITY REPRS	6351								
	8/29 TEMP ROOFS PW733	6351 01								
	8/29 ZOO ED CTR PW342	6351 02								
	8/29 AIRPORT PW2275	6351 03								
	8/29 ZOO GAZEBO PW194	6351 04								
	8/29 TRAIN DEP.PW1166	6351 05								
	8/29 BURGR ROOF PW510	6351 06								
	8/29 AIRPORT PW6184	6351 07								
	8/29 P&F TRNG PW5158	6351 08								
	8/29 MAIN ROOF PW4465	6351 09								
	8/29 CONCESS RF PW447	6351 10								
	8/29 P&F TRNG PW5136	6351 11								
	8/29 SEWERS PW220	6351 12								
	8/29 WATER PW6379	6351 13								
	8/29 PLT 2 PW3427	6351 14								
	8/29 HPD PW474	6351 15								
	8/29 FIRE STA PW8294	6351 16								

	8/29 DAHMER PW1298	6351 17								
	8/29 DAHMER PW738	6351 18								
	8/29 DAHMER PW1269	6351 19								
	8/29 FIRE STA#8 PW444	6351 20								
	8/29 SOFTBALL PW736	6351 21								
	8/29 CAMERON FL PW730	6351 22								
	8/29 GARDEN CTR PW176	6351 23								
	8/29 AIRPORT PW3411	6351 24								
	8/29 AIRPORT PW3459	6351 25								
	8/29 CITY HALL PW1325	6351 26								
	8/29 LAGOON PW712	6351 27								
	8/29 TIMBERTON PW719	6351 28								
	8/29 HIGHLAND PW717	6351 29								
	8/29 TENNIS ROOF PW72	6351 30								
	8/29 AVIARY EXH PW742	6351 31								
	8/29 P&F ACA RF PW419	6351 32								
	8/29 COMPUTER6259/512	6351 33								
	8/29 WTR/SWR PW5492	6351 34								
	8/29 ROOF5492/295/117	6351 35								
	8/29 SPILLWAY PW7763	6351 36								
	8/29 PUB SER FAC PW48	6351 37								
	8/29 TRAF/CONST PW790	6351 38								
	8/29 CUL CTR RF PW332	6351 39								
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	8/29/05 FACILITY RE									
	8/29/05 STORM REPAIRS	6353								
	8/29/05 INFRAST REPRS	6354								
	8/29 TREE HAZ PW4667	6354 01								
	8/29 ROE PW 4667	6354 02								
	8/29 TRAFFIC SIGNS,SI	6354 03								
	8/29 NRCS DITCH CLEAR	6354 04								
	8/29 STREET REPAIRS	6354 05								
	8/29 LAGOON REPR WORK	6354 06								
	8/29 DEBRIS REMOVAL	6354 07								
	8/29 EMER SIGN INV &	6354 08								
	8/29 ROAD ASSESS & EN	6354 09								
	8/29 TRAF SIGNS PW508	6354 10								
	8/29 GENERATRS PW225-	6354 11								
	8/29 GENERATORS PW701	6354 12								
	8/29 BANK STABL PWXXX	6354 13								
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	8/29/05 INFRAST REP									
	STREETS & STRUCTURES R	6360								
	OFFICE EQUIPMENT R&M	6365								

	MINOR EQUIPMENT R&M	6382	1,700			1,700	58%	0%	(1,700)	-100%
58	GENERATOR R&M	6383	99,717	20,218	37,088	42,411	58%	37%	(36,137)	-36%
3,187	MOTOR VEHICLE EQ. R&M	6384	6,100		5,365	735	58%	88%	3,096	51%
	AGRICULTURAL EQ. R&M	6387	1,000		103	897	58%	10%	(823)	-82%
284	COMMUNICATION EQ. R&M	6390	1,000		592	408	58%	59%	15	2%
	DOWNTOWN LIGHTS R&M	6391	1,500			1,500	58%	0%	(1,500)	-100%
	DISINFECT./EXTERMINATI	6394	200			200	58%	0%	(200)	-100%
	REPRS/MAINT-EATON SCHL	6395								
	TOW IN CHARGES	6398	100			100	58%	0%	(100)	-100%
	OTHER REPAIRS AND MAIN	6399	2,454	1,018		1,436	58%	0%	(2,454)	-100%
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3,528	**REPR/MAINT-OUTSIDE L**		**113,771**	**21,236**	**43,148**	**49,387**	**58%**	**38%**	**(39,803)**	**-35%**
	RENTALS									
	LAND RENT	6400								
	MACHINERY RENT	6420	261			261	58%	0%	(261)	-100%
	CYLINDER RENT	6425	200		102	98	58%	51%	(24)	-12%
188	UNIFORM RENT	6430	2,500		1,308	1,192	58%	52%	(257)	-10%
25	OTHER RENT	6449	1,700		145	1,555	58%	9%	(1,451)	-85%
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213	**RENTALS**		**4,661**		**1,555**	**3,106**	**58%**	**33%**	**(1,995)**	**-43%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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3,807	**OTHER SERVICES & CHAR**		**121,572**	**21,236**	**46,479**	**53,858**	**58%**	**38%**	**(41,893)**	**-34%**
	_____									
	LAND									
	EASEMENTS	7010								
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	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	EUREKA SCHOOL	7100 03								
	BURGER BUILDING	7100 04								
	SAFE ROOMS-MEMA GRANT	7100 25								
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	BUILDINGS									
	BUILDING IMPROVEMENTS	7150								
	STORAGE BUILDING	7150 33								
	EATON SCHL ROOF/CLG P	7150 38								
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	BUILDING IMPROVEMEN									

	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	OTHER IMPROVEMENTS	7295								
	EAST JERUSALEM COMM C	7295 07	44,500			44,500	58%	0%	(44,500)	-100%
	OTHER IMPROVEMENTS		**44,500**			**44,500**	**58%**	**0%**	**(44,500)**	**-100%**
	IMPROVEMENT OTHER TH		**44,500**			**44,500**	**58%**	**0%**	**(44,500)**	**-100%**
	MACHINERY AND EQUIPMENT									
	8/29/05 STORM EQUIP	7302								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	AGRICULTURAL EQUIPMENT	7335								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								
	PIPE	7370								
	OTHER EQUIPMENT	7399								
	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420	18,000	17,957		43	58%	0%	(18,000)	-100%
	DUMP TRUCKS	7440								
	VEHICLES		**18,000**	**17,957**		**43**	**58%**	**0%**	**(18,000)**	**-100%**
	CAPITAL OUTLAY		**62,500**	**17,957**		**44,543**	**58%**	**0%**	**(62,500)**	**-100%**
58,330	**EXPENDITURES**		**1,032,375**	**75,588**	**413,450**	**543,337**	**58%**	**40%**	**(323,603)**	**-31%**
			CITY OF HATTIESBURG							
	001220 - GENERAL FUND-SANITATION DIV.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
50,476	REGULAR WAGES	4000	748,779		395,903	352,876	58%	53%	(70,087)	-9%
2,738	DISASTER RECOVERY WAGE	4010			12,804	(12,804)			21,949	
6,577	OVERTIME	4300	25,000		31,419	(6,419)	58%	126%	28,860	115%

	DISASTER RECOVERY OVER	4310								
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59,792	**SALARIES**		**773,779**		**440,125**	**333,654**	**58%**	**57%**	**(19,279)**	**-2%**
	EMPLOYEE BENEFITS									
8,526	STATE RETIREMENT	4600	110,345		62,762	47,583	58%	57%	(2,753)	-2%
4,502	F.I.C.A. TAXES	4700	59,195		33,179	26,016	58%	56%	(2,316)	-4%
12,033	HOSPITALIZATION INS.	4800	177,480		85,783	91,697	58%	48%	(30,423)	-17%
	UNEMPLOYMENT BENEFITS	4900	9,000			9,000	58%	0%	(9,000)	-100%
	WORKMAN'S COMPENSATION	4910	148,500			148,500	58%	0%	(148,500)	-100%
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25,061	**EMPLOYEE BENEFITS**		**504,520**		**181,724**	**322,796**	**58%**	**36%**	**(192,992)**	**-38%**
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84,853	**PERSONAL SERVICES**		**1,278,299**		**621,850**	**656,449**	**58%**	**49%**	**(212,270)**	**-17%**
	OFFICE SUPPLIES									
	OTHER EXPENDABLE OFF.S	5010	800		695	105	58%	87%	391	49%
	MINOR OFFICE EQUIP/FUR	5020	100			100	58%	0%	(100)	-100%
	BOOKS	5070								
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	OFFICE SUPPLIES		**900**		**695**	**205**	**58%**	**77%**	**291**	**32%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	1,800		1,019	781	58%	57%	(52)	-3%
	HOUSEHOLD SUPPLIES	5110	1,016		116	900	58%	11%	(816)	-80%
	FOOD	5115								
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130	1,000			1,000	58%	0%	(1,000)	-100%
2,048	GAS AND OIL	5250	31,390		10,103	21,287	58%	32%	(14,070)	-45%
	NATURAL GAS FUEL	5252								
	LUBRICANTS	5255	3,000		2,550	450	58%	85%	1,371	46%
25,588	DIESEL FUEL	5257	185,000		101,580	83,420	58%	55%	(10,863)	-6%
	WEARING APPAREL	5355	985		485	500	58%	49%	(153)	-16%
	CONCRETE, CEMENT, ETC.	5405								
	HORT./LANDSCAPING SPLY	5440								
585	HAND TOOLS	5450	1,500		585	915	58%	39%	(496)	-33%
	MINOR EQUIPMENT	5460	3,000		109	2,891	58%	4%	(2,812)	-94%
522	OTHER OPERATING MATL/S	5590	5,000	174	3,875	951	58%	78%	1,643	33%
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28,743	**OPERATING SUPPLIES**		**233,691**	**174**	**120,422**	**113,095**	**58%**	**52%**	**(27,253)**	**-12%**
	REPAIR & MAINTENANCE SP									
1,740	BUILDING MATERIALS & S	5600	3,000	235	1,789	976	58%	60%	67	2%
181	ELECTRICAL SUPPLIES	5605			181	(181)			310	
	PLUMBING SUPPLIES	5610	100			100	58%	0%	(100)	-100%
	STRUCTURAL STEEL & IRO	5620	1,500			1,500	58%	0%	(1,500)	-100%
	PAINT AND PAINTING SPL	5650								

12,508	MTR VEHICLE REP. PTS/S	5700	108,713	1,875	69,342	37,496	58%	64%	10,159	9%
	COMMUNICATION REPAIR P	5750	150		135	15	58%	90%	81	54%
	EXPENDABLE WELDING SPL	5770								
	MINOR COMPUTER EQUIP.	5800								
	OTHER REPAIR/MAINT. SP	5990								
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14,429	**REPAIR & MAINTENANCE**		**113,463**	**2,110**	**71,448**	**39,906**	**58%**	**63%**	**9,019**	**8%**
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43,171	**SUPPLIES AND EXPENSES**		**348,054**	**2,284**	**192,564**	**153,205**	**58%**	**55%**	**(17,944)**	**-5%**
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	CONSULTANT SERV/SURVEY	6020								
313,035	OTHER PROFESSIONAL SER	6049	330,200		328,242	1,958	58%	99%	232,500	70%
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313,035	**PROFESSIONAL SERVICE**		**330,200**		**328,242**	**1,958**	**58%**	**99%**	**232,500**	**70%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	115		25	90	58%	22%	(71)	-62%
	FREIGHT	6120								
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	TRANSPORTATION		**115**		**25**	**90**	**58%**	**22%**	**(71)**	**-62%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
602	ELECTRICITY	6305	5,500		3,783	1,717	58%	69%	984	18%
	WATER	6315								
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602	**UTILITIES**		**5,500**		**3,783**	**1,717**	**58%**	**69%**	**984**	**18%**

	REPR/MAINT-OUTSIDE LABO									
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365								
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
906	MOTOR VEHICLE EQ. R&M	6384	100,000	1,376	16,057	82,566	58%	16%	(72,473)	-72%
	COMMUNICATION EQ. R&M	6390								
250	TOW IN CHARGES	6398	3,000	500	2,525	(25)	58%	84%	1,328	44%
85	OTHER REPAIRS AND MAIN	6399	1,950		85	1,865	58%	4%	(1,804)	-93%
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1,241	**REPR/MAINT-OUTSIDE L**		**104,950**	**1,876**	**18,667**	**84,406**	**58%**	**18%**	**(72,949)**	**-70%**
	RENTALS									
	LAND RENT	6400								
554	UNIFORM RENT	6430	15,500		3,931	11,569	58%	25%	(8,760)	-57%
66	MOP-MAT-RAG RENT	6435	800		519	281	58%	65%	89	11%
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620	**RENTALS**		**16,300**		**4,451**	**11,849**	**58%**	**27%**	**(8,669)**	**-53%**
	OTHER SERVICES & CHARGE									
90,301	TIPPING FEES	6880	789,550		481,646	307,904	58%	61%	36,129	5%
	TIPPING/DISPOSAL OTHER	6885	70,000		64,633	5,367	58%	92%	40,799	58%
23,826	RECYCLING FEES	6890	304,000		171,999	132,001	58%	57%	(9,144)	-3%
	SERVICES NOT SPECIFIED	6999								
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114,126	**OTHER SERVICES & CHA**		**1,163,550**		**718,278**	**445,272**	**58%**	**62%**	**67,783**	**6%**
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429,624	**OTHER SERVICES & CHAR**		**1,620,615**	**1,876**	**1,073,446**	**545,293**	**58%**	**66%**	**219,577**	**14%**
	_____									
	LAND									
	LEASEHOLDS	7020								
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	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	PUB.SERV./SANITA.BLDG	7100 18								
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	BUILDINGS									
	BUILDING IMPROVEMENTS	7150								
	PUB.SERV./SANITA.BLDG	7150 38								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								

	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	PLANT EQUIPMENT	7340								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
	MACHINERY AND EQUIPM									
	VEHICLES									
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	SANITATION TRUCKS	7460								
	VEHICLES									
	CAPITAL OUTLAY									
557,649	**EXPENDITURES**		**3,246,968**	**4,160**	**1,887,860**	**1,354,948**	**58%**	**58%**	**(10,636)**	**0%**

CITY OF HATTIESBURG
001221 - GENERAL FUND-STREET CLEANING
EXPENDITURE REPORT
7 Months Ending 04/30/13

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
3,162	REGULAR WAGES	4000	40,660		22,553	18,107	58%	55%	(1,997)	-5%
45	DISASTER RECOVERY WAGE	4010			1,424	(1,424)			2,440	
98	OVERTIME	4300	1,000		2,179	(1,179)	58%	218%	2,735	274%
	DISASTER RECOVERY OVER	4310								
3,306	**SALARIES**		**41,660**		**26,156**	**15,504**	**58%**	**63%**	**3,179**	**8%**
	EMPLOYEE BENEFITS									
471	STATE RETIREMENT	4600	5,310		3,730	1,580	58%	70%	1,084	20%
247	F.I.C.A. TAXES	4700	3,190		1,963	1,227	58%	62%	174	5%
776	HOSPITALIZATION INS.	4800	10,440		5,432	5,008	58%	52%	(1,128)	-11%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	3,120			3,120	58%	0%	(3,120)	-100%
1,495	**EMPLOYEE BENEFITS**		**22,060**		**11,125**	**10,936**	**58%**	**50%**	**(2,988)**	**-14%**

4,800	**PERSONAL SERVICES**		**63,720**		**37,280**	**26,440**	**58%**	**59%**	**188**	**0%**
	_____									
	OPERATING SUPPLIES									
	GAS AND OIL	5250	1,500			1,500	58%	0%	(1,500)	-100%
	LUBRICANTS	5255	300			300	58%	0%	(300)	-100%
	DIESEL FUEL	5257	6,500		3,116	3,384	58%	48%	(1,158)	-18%
	WEARING APPAREL	5355								
	HAND TOOLS	5450								
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES		**8,300**		**3,116**	**5,184**	**58%**	**38%**	**(2,958)**	**-36%**
	REPAIR & MAINTENANCE SP									
	PAINT AND PAINTING SPL	5650								
	MTR VEHICLE REP. PTS/S	5700	16,500		9,165	7,335	58%	56%	(788)	-5%
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	REPAIR & MAINTENANCE		**16,500**		**9,165**	**7,335**	**58%**	**56%**	**(788)**	**-5%**
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	SUPPLIES AND EXPENSES		**24,800**		**12,280**	**12,520**	**58%**	**50%**	**(3,748)**	**-15%**
	_____									
	TRANSPORTATION									
	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	MOTOR VEHICLE EQ. R&M	6384	10,000	5,000		5,000	58%	0%	(10,000)	-100%
	COMMUNICATION EQ. R&M	6390								
	TOW IN CHARGES	6398	250		250		58%	100%	178	71%
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	REPR/MAINT-OUTSIDE L		**10,250**	**5,000**	**250**	**5,000**	**58%**	**2%**	**(9,821)**	**-96%**
	RENTALS									
	UNIFORM RENT	6430	850		778	72	58%	92%	483	57%
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	RENTALS		**850**		**778**	**72**	**58%**	**92%**	**483**	**57%**
	OTHER SERVICES & CHARGE									

	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR		**11,100**	**5,000**	**1,028**	**5,072**	**58%**	**9%**	**(9,337)**	**-84%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	PUB.SERV./SANITA.BLDG	7100 18								
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	BUILDINGS									
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	BUILDING/BLD IMPROVE									
	VEHICLES									
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	SPECIAL TRUCKS	7450	204,793		204,793		58%	100%	146,280	71%
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	VEHICLES		**204,793**		**204,793**		**58%**	**100%**	**146,280**	**71%**
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	CAPITAL OUTLAY		**204,793**		**204,793**		**58%**	**100%**	**146,280**	**71%**
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4,800	**EXPENDITURES**		**304,413**	**5,000**	**255,381**	**44,032**	**58%**	**84%**	**133,383**	**44%**
			CITY OF HATTIESBURG							
	001250 - GENERAL FUND-HEALTH DIVISION		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
17,288	REGULAR WAGES	4000	265,719		138,530	127,189	58%	52%	(28,239)	-11%
316	DISASTER RECOVERY WAGE	4010			1,840	(1,840)			3,154	
591	OVERTIME	4300	6,000		4,595	1,405	58%	77%	1,876	31%
	DISASTER RECOVERY OVER	4310								
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18,195	**SALARIES**		**271,719**		**144,964**	**126,755**	**58%**	**53%**	**(23,209)**	**-9%**
	EMPLOYEE BENEFITS									
2,595	STATE RETIREMENT	4600	38,750		20,672	18,078	58%	53%	(3,312)	-9%
1,367	F.I.C.A. TAXES	4700	20,795		10,911	9,884	58%	52%	(2,090)	-10%
3,880	HOSPITALIZATION INS.	4800	62,640		28,324	34,316	58%	45%	(14,084)	-22%
	UNEMPLOYMENT BENEFITS	4900								

	WORKMAN'S COMPENSATION	4910	12,000			12,000	58%	0%	(12,000)	-100%
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7,842	**EMPLOYEE BENEFITS**		**134,185**		**59,907**	**74,278**	**58%**	**45%**	**(31,487)**	**-23%**
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26,037	**PERSONAL SERVICES**		**405,904**		**204,871**	**201,033**	**58%**	**50%**	**(54,696)**	**-13%**
	_____									
	OFFICE SUPPLIES									
	OTHER EXPENDABLE OFF.S	5010								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	MEDICAL SUPPLIES	5120								
1,115	CHEMICALS	5130	105,000		29,155	75,845	58%	28%	(55,020)	-52%
	CHEMICALS-MOSQUITO GRA	5135								
3,355	GAS AND OIL	5250	22,500		13,987	8,513	58%	62%	1,477	7%
	LUBRICANTS	5255								
944	DIESEL FUEL	5257	3,000		2,637	363	58%	88%	1,520	51%
	OTHER FUEL	5260								
	WEARING APPAREL	5355	1,367		667	700	58%	49%	(223)	-16%
	HAND TOOLS	5450	700			700	58%	0%	(700)	-100%
	MINOR EQUIPMENT	5460	4,241	3,435	281	525	58%	7%	(3,759)	-89%
	HAZ.MAT SUP-DOMESTIC P	5466								
	OTHER OPERATING MATL/S	5590	1,698		261	1,437	58%	15%	(1,250)	-74%
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5,415	**OPERATING SUPPLIES**		**138,506**	**3,435**	**46,988**	**88,083**	**58%**	**34%**	**(57,954)**	**-42%**
	REPAIR & MAINTENANCE SP									
	ELECTRICAL SUPPLIES	5605								
	PLUMBING SUPPLIES	5610								
	PAINT AND PAINTING SPL	5650								
138	MTR VEHICLE REP. PTS/S	5700	4,000	71	1,490	2,439	58%	37%	(1,445)	-36%
	COMMUNICATION REPAIR P	5750								
	AGRICLTRL REPAIR PTS/S	5755	2,500			2,500	58%	0%	(2,500)	-100%
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138	**REPAIR & MAINTENANCE**		**6,500**	**71**	**1,490**	**4,939**	**58%**	**23%**	**(3,945)**	**-61%**
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5,552	**SUPPLIES AND EXPENSES**		**145,006**	**3,506**	**48,478**	**93,022**	**58%**	**33%**	**(61,901)**	**-43%**
	_____									
	PROFESSIONAL SERVICES									
	OTHER PROFESSIONAL SER	6049	400			400	58%	0%	(400)	-100%
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	PROFESSIONAL SERVICE		**400**			**400**	**58%**	**0%**	**(400)**	**-100%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	TRVL EXP-MOSQUITO GRAN	6111								

	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING-GRANT RELATED	6202								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	MINOR EQUIPMENT R&M	6382	800			800	58%	0%	(800)	-100%
	MOTOR VEHICLE EQ. R&M	6384	4,900		225	4,675	58%	5%	(4,514)	-92%
	AGRICULTURAL EQ. R&M	6387	500			500	58%	0%	(500)	-100%
	COMMUNICATION EQ. R&M	6390								
	TOW IN CHARGES	6398	150			150	58%	0%	(150)	-100%
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	REPR/MAINT-OUTSIDE L		**6,350**		**225**	**6,125**	**58%**	**4%**	**(5,964)**	**-94%**
	RENTALS									
80	UNIFORM RENT	6430	1,500		560	940	58%	37%	(540)	-36%
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80	**RENTALS**		**1,500**		**560**	**940**	**58%**	**37%**	**(540)**	**-36%**
	OTHER SERVICES & CHARGE									
	REGISTRATION FEE/TUITI	6845	400			400	58%	0%	(400)	-100%
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		**400**			**400**	**58%**	**0%**	**(400)**	**-100%**
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80	**OTHER SERVICES & CHAR**		**8,650**		**785**	**7,865**	**58%**	**9%**	**(7,304)**	**-84%**
	_____									
	MACHINERY AND EQUIPMENT									
	AGRICULTURAL EQUIPMENT	7335								
	EQUIP-MOSQUITO GRANT	7377								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	PICK UP TRUCKS	7420								

	DUMP TRUCKS	7440								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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	CAPITAL OUTLAY									
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31,669	**EXPENDITURES**		**559,560**	**3,506**	**254,134**	**301,920**	**58%**	**45%**	**(123,901)**	**-22%**
			CITY OF HATTIESBURG							
	001260 - GENERAL FUND-ANIMAL CONTROL		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
5,093	REGULAR WAGES	4000	82,854		36,160	46,694	58%	44%	(20,865)	-25%
	DISASTER RECOVERY WAGE	4010								
47	OVERTIME	4300	3,000		658	2,342	58%	22%	(1,872)	-62%
	DISASTER RECOVERY OVER	4310								
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5,140	**SALARIES**		**85,854**		**36,818**	**49,036**	**58%**	**43%**	**(22,737)**	**-26%**
	EMPLOYEE BENEFITS									
733	STATE RETIREMENT	4600	12,245		5,250	6,995	58%	43%	(3,245)	-27%
382	F.I.C.A. TAXES	4700	6,570		2,748	3,822	58%	42%	(1,858)	-28%
1,164	HOSPITALIZATION INS.	4800	20,880		6,984	13,896	58%	33%	(8,907)	-43%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	1,050			1,050	58%	0%	(1,050)	-100%
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2,279	**EMPLOYEE BENEFITS**		**40,745**		**14,982**	**25,763**	**58%**	**37%**	**(15,061)**	**-37%**
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7,419	**PERSONAL SERVICES**		**126,599**		**51,800**	**74,799**	**58%**	**41%**	**(37,799)**	**-30%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	100			100	58%	0%	(100)	-100%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	200		123	77	58%	62%	11	6%
	MINOR OFFICE EQUIP/FUR	5020								
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080	200			200	58%	0%	(200)	-100%

	OFFICE SUPPLIES		**500**		**123**	**377**	**58%**	**25%**	**(288)**	**-58%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110								
	FOOD	5115								
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130								
1,539	GAS AND OIL	5250	16,000		4,974	11,026	58%	31%	(7,472)	-47%
	LUBRICANTS	5255								
	WEARING APPAREL	5355	2,050		1,422	628	58%	69%	387	19%
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450								
	MINOR EQUIPMENT	5460	1,800		195	1,605	58%	11%	(1,465)	-81%
136	OTHER OPERATING MATL/S	5590	500		285	215	58%	57%	(11)	-2%
1,675	**OPERATING SUPPLIES**		**20,350**		**6,876**	**13,474**	**58%**	**34%**	**(8,562)**	**-42%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	ELECTRICAL SUPPLIES	5605								
	PLUMBING SUPPLIES	5610								
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650								
	MTR VEHICLE REP. PTS/S	5700	3,000		495	2,505	58%	17%	(2,151)	-72%
	COMMUNICATION REPAIR P	5750								
	OTHER REPAIR/MAINT. SP	5990	100			100	58%	0%	(100)	-100%
	REPAIR & MAINTENANCE		**3,100**		**495**	**2,605**	**58%**	**16%**	**(2,251)**	**-73%**
1,675	**SUPPLIES AND EXPENSES**		**23,950**		**7,495**	**16,455**	**58%**	**31%**	**(11,101)**	**-46%**
	PROFESSIONAL SERVICES									
	VETERINARIAN	6030	2,500		100	2,400	58%	4%	(2,328)	-93%
	OTHER PROFESSIONAL SER	6049								
	PROFESSIONAL SERVICE		**2,500**		**100**	**2,400**	**58%**	**4%**	**(2,328)**	**-93%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	650		272	378	58%	42%	(183)	-28%
	POSTAGE	6070								
	COMMUNICATIONS		**650**		**272**	**378**	**58%**	**42%**	**(183)**	**-28%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	500			500	58%	0%	(500)	-100%
	FREIGHT	6120								

	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION		**500**			**500**	**58%**	**0%**	**(500)**	**-100%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
126	PRINTING	6200	130		126	4	58%	97%	86	66%
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126	**PRINTING AND BINDING**		**130**		**126**	**4**	**58%**	**97%**	**86**	**66%**
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370								
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384	1,500		425	1,075	58%	28%	(771)	-51%
	COMMUNICATION EQ. R&M	6390								
	CLEANING AND PAINTING	6392								
	DISINFECT./EXTERMINATI	6394								
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398	70			70	58%	0%	(70)	-100%
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L		**1,570**		**425**	**1,145**	**58%**	**27%**	**(841)**	**-54%**
	RENTALS									
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
125	DUES AND MEMBERSHIPS	6840	125		125		58%	100%	89	71%
	REGISTRATION FEE/TUITI	6845	350			350	58%	0%	(350)	-100%
9,374	SERVICES NOT SPECIFIED	6999	117,248		74,992	42,256	58%	64%	11,309	10%
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9,499	**OTHER SERVICES & CHA**		**117,723**		**75,117**	**42,606**	**58%**	**64%**	**11,049**	**9%**
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9,625	**OTHER SERVICES & CHAR**		**123,073**		**76,040**	**47,033**	**58%**	**62%**	**7,281**	**6%**

	_____									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
---			---	---	---	---	---	---	---	---
	VEHICLES									
---			---	---	---	---	---	---	---	---
	CAPITAL OUTLAY									
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18,719	**EXPENDITURES**		**273,622**		**135,335**	**138,287**	**58%**	**49%**	**(41,618)**	**-15%**
			CITY OF HATTIESBURG							
	001280 - GENERAL FUND-HUMAN/SOC.ASST		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	CONTRIBUTIONS	6820								
	SEXUAL ASSUALT CRISIS	6820 04								
	P.A.C.E.	6820 05								
	INTERACTION FACTORY	6820 06								
	DOMESTIC ABUSE FAMILY	6820 07	3,500		3,500		58%	100%	2,500	71%
	FORREST CTY. HEALTH D	6820 08								
	NAT'L.GUARD ARMORY	6820 09								
	COUNCIL ON AGING	6820 10								
	BOY SCOUTS OF AMERICA	6820 11								
	PINE BELT MENTAL HEAL	6820 12								
	H'BURG. CONCERT BAND	6820 13								
	LIVESTOCK SHOW	6820 14								
	COURT APP'T SPEC.ADVO	6820 15								
	H'BURG.ED.LITERACY PR	6820 16								
	D.R.E.A.M.	6820 17								
	SALVATION ARMY BOYS/G	6820 18								

	H'BURG.ED.FOUNDATION	6820 19								
	N.E.E.D.S.	6820 20								
	CENTER FOR GIFTED STU	6820 21								
	RAILS TO TRAILS	6820 22	101,000		98,793	2,207	58%	98%	68,359	68%
	CTR FOR CHILD ABUSE P	6820 23								
	SO.CTRL.MS.AMER.RED C	6820 24	5,000			5,000	58%	0%	(5,000)	-100%
	UNIFIED NEIGHBORHOOD	6820 25								
	GULF PINES GIRL SCOUT	6820 26								
	USM COMM.SERVICE LEAR	6820 27								
	BIG BRO/BIG SIS OF SE	6820 28								
	HBRG CIVIC CHORUS/CON	6820 29								
	MS HOLIDAY SPECTACULA	6820 30								
	CORNERSTONE PROJECT	6820 31								
	SALVATION ARMY	6820 32								
	SO MS CHILDREN'S CTR	6820 33								
	CHRISTIAN SERVICES	6820 34								
	USM/DISABILITY STUDIE	6820 35								
	NEW TEST.YOUTH SAFE H	6820 36								
	USM/SYMPHONY	6820 37	50,000		50,000		58%	100%	35,714	71%
	USM/DUBARD SCHOOL	6820 38								
	GREATER H'BURG COMMUN	6820 39								
	WORLD CHANGERS	6820 40								
	UNALLOCATED CONTRIBUT	6820 99								
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	CONTRIBUTIONS		**159,500**		**152,293**	**7,207**	**58%**	**95%**	**101,573**	**64%**
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	OTHER SERVICES & CHA		**159,500**		**152,293**	**7,207**	**58%**	**95%**	**101,573**	**64%**
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	OTHER SERVICES & CHAR		**159,500**		**152,293**	**7,207**	**58%**	**95%**	**101,573**	**64%**
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	EXPENDITURES		**159,500**		**152,293**	**7,207**	**58%**	**95%**	**101,573**	**64%**
			CITY OF HATTIESBURG							
	001402 - GENERAL FUND-ECONOMICDEV.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									

	TRANSPORTATION									
	TRAVEL-ALL AMER.CITY A	6110								
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	TRANSPORTATION									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
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	REPR/MAINT-OUTSIDE L									
	OTHER SERVICES & CHARGE									
	CONTRIBUTIONS	6820								
	FCIPC/AREA DEV. PRTNR	6820 01	130,000		65,000	65,000	58%	50%	(18,571)	-14%
	PRCC TECH CENTER	6820 02								
	FCIPC/ECONOMIC DEVEL.	6820 03								
	H'BURG DOWNTOWN ASSN	6820 37	30,000		30,000		58%	100%	21,428	71%
	CAMP SHELBY STUDY	6820 45								
	PHWD-FEASIBILITY STUD	6820 50								
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	CONTRIBUTIONS		**160,000**		**95,000**	**65,000**	**58%**	**59%**	**2,856**	**2%**
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	OTHER SERVICES & CHA		**160,000**		**95,000**	**65,000**	**58%**	**59%**	**2,856**	**2%**
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	OTHER SERVICES & CHAR		**160,000**		**95,000**	**65,000**	**58%**	**59%**	**2,856**	**2%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	DOWNTOWN PROJ-OLD LIB	7150 14								
	DEPOT PROJECT	7150 15								
	HUB CITY LOFTS PROJEC	7150 41								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	VEHICLES									
	TROLLEYS	7415								
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	VEHICLES									
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	CAPITAL OUTLAY									
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	EXPENDITURES		**160,000**		**95,000**	**65,000**	**58%**	**59%**	**2,856**	**2%**
			CITY OF HATTIESBURG							
	001460 - GENERAL FUND-CAPITAL LEASES		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	NOTE PRINCIPAL									
	2005 STORM NOTE	8205								
	SAENGER SERIES 1999 NO	8220								
	MDB CAPITAL PROJECTS	8223								
	MDB-DEPOT PROJ	8223 01								
	MDB-WTR/SWR LINES	8223 02								
	MDB-HPD RENOVATION	8223 03								
	MDB-592 PROG 2001A PO	8223 04								
	MDB-FIRE STA #1	8223 05								
1,797	MDB-CHURCH PROJ	8223 06	22,000		12,579	9,421	58%	57%	(436)	-2%
	MDB-4TH ST WIDENING	8223 07								
	MDB-CHAIN PARK	8223 08								
6,818	MDB-HUB CITY LOFTS	8223 09	84,000		27,205	56,795	58%	32%	(37,363)	-44%
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8,615	**MDB CAPITAL PROJECT**		**106,000**		**39,784**	**66,216**	**58%**	**38%**	**(37,799)**	**-36%**
	W&S USA YEAST 2002"B"N	8224	55,000			55,000	58%	0%	(55,000)	-100%
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8,615	**NOTE PRINCIPAL**		**161,000**		**39,784**	**121,216**	**58%**	**25%**	**(92,799)**	**-58%**
	INTEREST ON NOTES									
	2005 STORM NOTE	8305								
	SAENGER SERIES 1999 NO	8331								
	MDB CAPITAL PROJECT NO	8333								
	MDB-DEPOT PROJ	8333 01								
	MDB-WTR/SWR LINES	8333 02								
	MDB-HPD RENOVATION	8333 03								
	MDB-592 PROG 2001A PO	8333 04								
	MDB-FIRE STA #1	8333 05								
399	MDB-CHURCH PROJ	8333 06	6,000		2,624	3,376	58%	44%	(1,501)	-25%
	MDB-4TH ST WIDENING	8333 07								
	MDB-CHAIN PARK	8333 08								
3,299	MDB-HUB CITY LOFTS	8333 09	39,400		13,265	26,135	58%	34%	(16,660)	-42%
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3,698	**MDB CAPITAL PROJECT**		**45,400**		**15,890**	**29,511**	**58%**	**35%**	**(18,160)**	**-40%**
	W&S USA YEAST 2002"B"N	8334	2,475		1,238	1,238	58%	50%	(352)	-14%
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3,698	**INTEREST ON NOTES**		**47,875**		**17,127**	**30,748**	**58%**	**36%**	**(18,514)**	**-39%**
	CAPITAL LEASE PAYMENTS									
	COMPUTER LEASE-INFO.SY	8510	121,000			121,000	58%	0%	(121,000)	-100%
	COMPUTER LEASE-POLICE	8511								

36,225	POLICE CARS LEASE	8512	553,000		252,603	300,397	58%	46%	(119,966)	-22%
	EMER GENERATORS LEASE	8513	415,930		415,928	2	58%	100%	297,089	71%
	2012 EQUIP LEASE	8514	41,000			41,000	58%	0%	(41,000)	-100%
	BUILDING LEASE	8515								
31,695	SANITATION TRUCKS LEAS	8520	351,220		220,024	131,196	58%	63%	25,964	7%
21,723	SANITATION CANS LEASE	8521	260,400		151,043	109,357	58%	58%	(1,468)	-1%
	SPECIAL TRUCKS LEASE	8523								
	DUMP TRUCK LEASE	8525								
	DOWNTOWN LIGHTING	8531								
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89,643	**CAPITAL LEASE PAYMEN**		**1,742,550**		**1,039,598**	**702,952**	**58%**	**60%**	**39,618**	**2%**
	INTEREST ON CAPITAL LEA									
	COMPUTER LEASE-INFO SY	8610	7,500			7,500	58%	0%	(7,500)	-100%
	COMPUTER LEASE-POLICE	8611								
722	POLICE CARS LEASE	8612	12,000		6,021	5,979	58%	50%	(1,678)	-14%
	EMER GENERATORS LEASE	8613	78,750		78,746	4	58%	100%	56,242	71%
	2012 EQUIP LEASE	8614	4,100			4,100	58%	0%	(4,100)	-100%
	BUILDING LEASE	8615								
2,848	SANITATION TRUCKS LEAS	8620	34,700		21,776	12,924	58%	63%	2,630	8%
1,463	SANITATION CANS LEASE	8621	17,850		11,261	6,589	58%	63%	1,454	8%
	SPECIAL TRUCKS LEASE	8623								
	DUMP TRUCK LEASE	8625								
	DOWNTOWN LIGHTING	8631								
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5,033	**INTEREST ON CAPITAL**		**154,900**		**117,805**	**37,095**	**58%**	**76%**	**47,051**	**30%**
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106,989	**DEBT SERVICE**		**2,106,325**		**1,214,314**	**892,011**	**58%**	**58%**	**(24,644)**	**-1%**
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106,989	**EXPENDITURES**		**2,106,325**		**1,214,314**	**892,011**	**58%**	**58%**	**(24,644)**	**-1%**
			CITY OF HATTIESBURG							
	001500 - GENERAL FUND-TRANSFERS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T PARKS & RECREATION	9000 02	2,102,234		1,200,000	902,234	58%	57%	(45,090)	-2%
	T/T MUN,FIRE PROTECTIO	9000 05								
	T/T SPECIAL STREET	9000 08								
	T/T 1994 GO-IND. DEVEL	9000 103								
	T/T GOVNMT. COMPLEX BL	9000 104								

	T/T UDAG PAYBACK	9000 108								
	T/T GROUP INSURANCE TR	9000 109								
	T/T CITY B & I	9000 13								
	T/T POL/FIRE DIS./RELI	9000 18								
	T/T 2003 TIF B&I-CHAUV	9000 22								
	T/T AIRPORT IMPROVEMEN	9000 39	100,000		100,000		58%	100%	71,428	71%
	T/T MASS TRANSIT OPER.	9000 73	335,000		335,000		58%	100%	239,285	71%
	T/T W & S CONSTRUCTION	9000 75								
	T/T COMMUNITY CENTERS	9000 77	770,000		500,000	270,000	58%	65%	87,143	11%
	T/T COMMUNITY DEVELOPM	9000 82								
	T/T '01 BOND CONSTR	9000 95								
	T/T MDB CAPITAL PROJ.F	9000 96								
	T/T KPZ CAPITAL	9000 98								
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	TRANSFERS TO OTHER F		**3,307,234**		**2,135,000**	**1,172,234**	**58%**	**65%**	**352,766**	**11%**
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	TRANSFERS		**3,307,234**		**2,135,000**	**1,172,234**	**58%**	**65%**	**352,766**	**11%**
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	EXPENDITURES		**3,307,234**		**2,135,000**	**1,172,234**	**58%**	**65%**	**352,766**	**11%**
			CITY OF HATTIESBURG							
	001551 - GENERAL FUND-AIRPORT DIV.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
4,960	REGULAR WAGES	4000	63,440		37,200	26,240	58%	59%	331	1%
	DISASTER RECOVERY WAGE	4010								
413	OVERTIME	4300	1,000		962	38	58%	96%	648	65%
	DISASTER RECOVERY OVER	4310								
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5,373	**SALARIES**		**64,440**		**38,162**	**26,278**	**58%**	**59%**	**980**	**2%**
	EMPLOYEE BENEFITS									
766	STATE RETIREMENT	4600	9,195		5,442	3,753	58%	59%	133	1%
406	F.I.C.A. TAXES	4700	4,935		2,886	2,049	58%	58%	12	0%
1,164	HOSPITALIZATION INS.	4800	14,925		8,148	6,777	58%	55%	(957)	-6%
	UNEMPLOYMENT BENEFITS	4900	3,650		2,122	1,528	58%	58%	(12)	0%
	WORKMAN'S COMPENSATION	4910	2,400			2,400	58%	0%	(2,400)	-100%
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2,337	**EMPLOYEE BENEFITS**		**35,105**		**18,599**	**16,506**	**58%**	**53%**	**(3,221)**	**-9%**
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7,710	**PERSONAL SERVICES**		**99,545**		**56,760**	**42,785**	**58%**	**57%**	**(2,241)**	**-2%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	450		251	199	58%	56%	(19)	-4%
540	CHEMICALS	5130	2,000		540	1,460	58%	27%	(1,074)	-54%
929	GAS AND OIL	5250	7,000		3,360	3,640	58%	48%	(1,240)	-18%
	LUBRICANTS	5255	200			200	58%	0%	(200)	-100%
	DIESEL FUEL	5257	5,100			5,100	58%	0%	(5,100)	-100%
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405								
	SAND,CLAY,GRVL,FILL DI	5415								
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450	3,700		1,636	2,064	58%	44%	(895)	-24%
251	MINOR EQUIPMENT	5460	7,203		3,875	3,328	58%	54%	(559)	-8%
20	OTHER OPERATING MATL/S	5590	800		82	718	58%	10%	(659)	-82%
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1,740	**OPERATING SUPPLIES**		**26,453**		**9,745**	**16,708**	**58%**	**37%**	**(9,747)**	**-37%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	1,500		599	901	58%	40%	(472)	-31%
55	ELECTRICAL SUPPLIES	5605	4,350		4,089	261	58%	94%	2,659	61%
	PLUMBING SUPPLIES	5610	1,355		278	1,077	58%	21%	(878)	-65%
	STRUCTURAL STEEL & IRO	5620	1,100			1,100	58%	0%	(1,100)	-100%
	PAINT AND PAINTING SPL	5650								
	MTR VEHICLE REP. PTS/S	5700	3,600		349	3,251	58%	10%	(3,001)	-83%
	COMMUNICATION REPAIR P	5750								
	AGRICLTRL REPAIR PTS/S	5755	2,500		387	2,113	58%	15%	(1,836)	-73%
	EXPENDABLE WELDING SPL	5770	1,970	127	347	1,497	58%	18%	(1,374)	-70%
3,453	OTHER REPAIR/MAINT. SP	5990	13,370		7,627	5,743	58%	57%	(294)	-2%
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3,507	**REPAIR & MAINTENANCE**		**29,745**	**127**	**13,675**	**15,943**	**58%**	**46%**	**(6,301)**	**-21%**
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5,247	**SUPPLIES AND EXPENSES**		**56,198**	**127**	**23,420**	**32,652**	**58%**	**42%**	**(16,049)**	**-29%**
	PROFESSIONAL SERVICES									
	APPRAISAL	6017								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								

	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	PRINTING AND BINDING									
	INSURANCE									
	FIRE & EXTENDED COVERA	6250								
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
	INSURANCE									
	UTILITIES									
148	GAS	6300	1,500		652	848	58%	43%	(382)	-25%
947	ELECTRICITY	6305	11,000		6,339	4,661	58%	58%	(132)	-1%
	WATER	6315								
1,094	**UTILITIES**		**12,500**		**6,991**	**5,509**	**58%**	**56%**	**(515)**	**-4%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	1,870			1,870	58%	0%	(1,870)	-100%
	STREETS & STRUCTURES R	6360	200			200	58%	0%	(200)	-100%
	FIXED EQUIPMENT R&M	6380	600			600	58%	0%	(600)	-100%
	MINOR EQUIPMENT R&M	6382	850		500	350	58%	59%	6	1%
65	MOTOR VEHICLE EQ. R&M	6384	5,000		1,599	3,401	58%	32%	(2,259)	-45%
	CONSTRUCTION EQUIP R&M	6386	200			200	58%	0%	(200)	-100%
	AGRICULTURAL EQ. R&M	6387	5,350		41	5,309	58%	1%	(5,279)	-99%
	COMMUNICATION EQ. R&M	6390	400			400	58%	0%	(400)	-100%
	DISINFECT./EXTERMINATI	6394	800		384	416	58%	48%	(141)	-18%
2,002	OTHER REPAIRS AND MAIN	6399	36,500	3,856	4,916	27,728	58%	13%	(28,072)	-77%
2,067	**REPR/MAINT-OUTSIDE L**		**51,770**	**3,856**	**7,440**	**40,474**	**58%**	**14%**	**(39,015)**	**-75%**
	RENTALS									
	LAND RENT	6400								
	CYLINDER RENT	6425	155		102	53	58%	66%	20	13%
48	UNIFORM RENT	6430	500		360	140	58%	72%	116	23%
	OTHER RENT	6449	7,050			7,050	58%	0%	(7,050)	-100%
48	**RENTALS**		**7,705**		**462**	**7,243**	**58%**	**6%**	**(6,913)**	**-90%**
	OTHER SERVICES & CHARGE									

	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
77	SERVICES NOT SPECIFIED	6999	1,000		556	444	58%	56%	(47)	-5%
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77	**OTHER SERVICES & CHA**		**1,000**		**556**	**444**	**58%**	**56%**	**(47)**	**-5%**
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3,287	**OTHER SERVICES & CHAR**		**72,975**	**3,856**	**15,448**	**53,671**	**58%**	**21%**	**(46,492)**	**-64%**
	_____									
	LAND									
	LEASEHOLDS	7020								
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	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	STORAGE SHED	7100 23								
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	BUILDINGS									
	BUILDING IMPROVEMENTS	7150								
	HANGER #3 IMPROVEMENT	7150 32								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	AGRICULTURAL EQUIPMENT	7335								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	PICK UP TRUCKS	7420								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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	CAPITAL OUTLAY									
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16,244	**EXPENDITURES**		**228,718**	**3,983**	**95,628**	**129,107**	**58%**	**42%**	**(64,784)**	**-28%**

			CITY OF HATTIESBURG							
	001553 - GENERAL FUND-CEMETERYDIV		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
20,416	REGULAR WAGES	4000	394,227		199,070	195,157	58%	50%	(52,963)	-13%
7,572	DISASTER RECOVERY WAGE	4010			16,007	(16,007)			27,440	
4,912	OVERTIME	4300	21,000		24,589	(3,589)	58%	117%	21,152	101%
	DISASTER RECOVERY OVER	4310								
32,900	**SALARIES**		**415,227**		**239,666**	**175,561**	**58%**	**58%**	**(4,371)**	**-1%**
	EMPLOYEE BENEFITS									
4,691	STATE RETIREMENT	4600	59,215		34,177	25,038	58%	58%	(626)	-1%
2,418	F.I.C.A. TAXES	4700	31,770		17,660	14,110	58%	56%	(1,495)	-5%
5,432	HOSPITALIZATION INS.	4800	88,740		40,740	48,000	58%	46%	(18,900)	-21%
	UNEMPLOYMENT BENEFITS	4900	3,500		1,571	1,929	58%	45%	(807)	-23%
	WORKMAN'S COMPENSATION	4910	16,000			16,000	58%	0%	(16,000)	-100%
12,542	**EMPLOYEE BENEFITS**		**199,225**		**94,147**	**105,078**	**58%**	**47%**	**(37,829)**	**-19%**
45,441	**PERSONAL SERVICES**		**614,452**		**333,813**	**280,639**	**58%**	**54%**	**(42,200)**	**-7%**
	OFFICE SUPPLIES									
	PAPER	5003	100			100	58%	0%	(100)	-100%
	PRINTED FORMS	5005	100			100	58%	0%	(100)	-100%
	OTHER EXPENDABLE OFF.S	5010	800		243	557	58%	30%	(383)	-48%
	MINOR OFFICE EQUIP/FUR	5020	250			250	58%	0%	(250)	-100%
	PUBLIC EDUCATION MAT'L	5032	1,263			1,263	58%	0%	(1,263)	-100%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	OFFICE SUPPLIES		**2,513**		**243**	**2,270**	**58%**	**10%**	**(2,096)**	**-83%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	2,000		1,296	704	58%	65%	221	11%
	FOOD	5115								
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130	2,700		949	1,751	58%	35%	(1,072)	-40%
3,666	GAS AND OIL	5250	26,000		15,040	10,960	58%	58%	(216)	-1%

	LUBRICANTS	5255	800			800	58%	0%	(800)	-100%
5,835	DIESEL FUEL	5257	21,000		16,469	4,531	58%	78%	7,232	34%
	WEARING APPAREL	5355	2,000		1,412	588	58%	71%	420	21%
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405	500			500	58%	0%	(500)	-100%
	SAND,CLAY,GRVL,FILL DI	5415	2,000		1,800	200	58%	90%	1,085	54%
	DRAINAGE PIPE & CULVER	5420								
450	HORT./LANDSCAPING SPLY	5440	7,500	475	6,164	861	58%	82%	3,067	41%
220	HAND TOOLS	5450	1,200		940	260	58%	78%	411	34%
250	MINOR EQUIPMENT	5460	3,500	203	1,186	2,111	58%	34%	(1,467)	-42%
	PUMPING EQUIPMENT PART	5495								
	TRAFFIC SIGNS	5545	50			50	58%	0%	(50)	-100%
	OTHER OPERATING MATL/S	5590	250			250	58%	0%	(250)	-100%
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10,421	**OPERATING SUPPLIES**		**69,500**	**678**	**45,256**	**23,567**	**58%**	**65%**	**8,081**	**12%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	500		26	474	58%	5%	(455)	-91%
	ELECTRICAL SUPPLIES	5605	500		103	397	58%	21%	(323)	-65%
	PLUMBING SUPPLIES	5610	500		491	9	58%	98%	341	68%
	STRUCTURAL STEEL & IRO	5620	300			300	58%	0%	(300)	-100%
	PAINT AND PAINTING SPL	5650	1,300			1,300	58%	0%	(1,300)	-100%
1,711	MTR VEHICLE REP. PTS/S	5700	10,000	163	6,548	3,289	58%	65%	1,224	12%
	COMMUNICATION REPAIR P	5750	700		687	14	58%	98%	477	68%
	AGRICLTRL REPAIR PTS/S	5755	4,600	384	3,723	493	58%	81%	1,782	39%
	EXPENDABLE WELDING SPL	5770	100			100	58%	0%	(100)	-100%
	OTHER REPAIR/MAINT. SP	5990	100			100	58%	0%	(100)	-100%
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1,711	**REPAIR & MAINTENANCE**		**18,600**	**547**	**11,578**	**6,476**	**58%**	**62%**	**1,248**	**7%**
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12,132	**SUPPLIES AND EXPENSES**		**90,613**	**1,225**	**57,076**	**32,313**	**58%**	**63%**	**7,231**	**8%**
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	LEGAL	6025								
	MEDICAL	6027								
276	OTHER PROFESSIONAL SER	6049	3,500		1,967	1,533	58%	56%	(128)	-4%
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276	**PROFESSIONAL SERVICE**		**3,500**		**1,967**	**1,533**	**58%**	**56%**	**(128)**	**-4%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	1,500		792	708	58%	53%	(142)	-9%
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	COMMUNICATIONS		**1,500**		**792**	**708**	**58%**	**53%**	**(142)**	**-9%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	1,000		249	751	58%	25%	(572)	-57%

	FREIGHT	6120	50			50	58%	0%	(50)	-100%
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	TRANSPORTATION		**1,050**		**249**	**801**	**58%**	**24%**	**(622)**	**-59%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
115	PRINTING	6200	200		115	85	58%	58%	(3)	-2%
	BLUELINES	6210								
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115	**PRINTING AND BINDING**		**200**		**115**	**85**	**58%**	**58%**	**(3)**	**-2%**
	INSURANCE									
	FIRE & EXTENDED COVERA	6250								
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
106	GAS	6300	1,000		577	423	58%	58%	(11)	-1%
330	ELECTRICITY	6305	8,000		2,683	5,317	58%	34%	(3,400)	-43%
	WATER	6315								
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436	**UTILITIES**		**9,000**		**3,261**	**5,739**	**58%**	**36%**	**(3,409)**	**-38%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	500			500	58%	0%	(500)	-100%
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	STREETS & STRUCTURES R	6360	2,600	425		2,175	58%	0%	(2,600)	-100%
	OFFICE EQUIPMENT R&M	6365	400			400	58%	0%	(400)	-100%
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382	200			200	58%	0%	(200)	-100%
627	MOTOR VEHICLE EQ. R&M	6384	16,500		2,438	14,062	58%	15%	(12,320)	-75%
	CONSTRUCTION EQUIP R&M	6386	3,000		2,980	20	58%	99%	2,108	70%
	AGRICULTURAL EQ. R&M	6387	1,500			1,500	58%	0%	(1,500)	-100%
	COMMUNICATION EQ. R&M	6390	250			250	58%	0%	(250)	-100%
	CLEANING AND PAINTING	6392	7,000			7,000	58%	0%	(7,000)	-100%
	DISINFECT./EXTERMINATI	6394	600		180	420	58%	30%	(291)	-49%
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398	500	200	250	50	58%	50%	(71)	-14%
83	OTHER REPAIRS AND MAIN	6399	250		83	167	58%	33%	(107)	-43%
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710	**REPR/MAINT-OUTSIDE L**		**33,300**	**625**	**5,931**	**26,744**	**58%**	**18%**	**(23,132)**	**-69%**
	RENTALS									

	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
431	UNIFORM RENT	6430	3,200		1,619	1,581	58%	51%	(424)	-13%
172	MOP-MAT-RAG RENT	6435	1,000		642	358	58%	64%	100	10%
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603	**RENTALS**		**4,200**		**2,261**	**1,939**	**58%**	**54%**	**(324)**	**-8%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	300		260	40	58%	87%	145	48%
	REGISTRATION FEE/TUITI	6845	300		220	80	58%	73%	76	25%
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		**600**		**480**	**120**	**58%**	**80%**	**223**	**37%**
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2,140	**OTHER SERVICES & CHAR**		**53,350**	**625**	**15,055**	**37,670**	**58%**	**28%**	**(27,541)**	**-52%**
	_____									
	LAND									
	LAND	7000	5,000		500	4,500	58%	10%	(4,143)	-83%
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	LAND		**5,000**		**500**	**4,500**	**58%**	**10%**	**(4,143)**	**-83%**
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	BUILDING IMPROVEMENTS	7150								
	HIGHLAND	7150 13								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	STREETS & ROADWAYS	7230	32,000			32,000	58%	0%	(32,000)	-100%
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295	29,000			29,000	58%	0%	(29,000)	-100%
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	IMPROVEMENT OTHER TH		**61,000**			**61,000**	**58%**	**0%**	**(61,000)**	**-100%**
	MACHINERY AND EQUIPMENT									
999	OFFICE FURN/EQUIP.	7325	1,000		999	1	58%	100%	712	71%
	AGRICULTURAL EQUIPMENT	7335	10,000		7,996	2,004	58%	80%	3,707	37%
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355	2,500	1,625		875	58%	0%	(2,500)	-100%
	PIPE	7370								
	OTHER EQUIPMENT	7399								
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999	**MACHINERY AND EQUIPM**		**13,500**	**1,625**	**8,995**	**2,880**	**58%**	**67%**	**1,920**	**14%**
	VEHICLES									

	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	DUMP TRUCKS	7440								
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	VEHICLES									
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999	**CAPITAL OUTLAY**		**79,500**	**1,625**	**9,495**	**68,380**	**58%**	**12%**	**(63,223)**	**-80%**
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60,712	**EXPENDITURES**		**837,915**	**3,475**	**415,439**	**419,001**	**58%**	**50%**	**(125,734)**	**-15%**
			CITY OF HATTIESBURG							
	001560 - GENERAL FUND-PARKING OPER.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
10,752	REGULAR WAGES	4000	140,664		78,978	61,686	58%	56%	(5,272)	-4%
	DISASTER RECOVERY WAGE	4010								
171	OVERTIME	4300	1,000		1,051	(51)	58%	105%	801	80%
	DISASTER RECOVERY OVER	4310								
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10,923	**SALARIES**		**141,664**		**80,029**	**61,635**	**58%**	**56%**	**(4,471)**	**-3%**
	EMPLOYEE BENEFITS									
1,247	STATE RETIREMENT	4600	20,210		9,310	10,900	58%	46%	(4,250)	-21%
812	F.I.C.A. TAXES	4700	10,845		5,954	4,891	58%	55%	(637)	-6%
776	HOSPITALIZATION INS.	4800	15,660		5,432	10,228	58%	35%	(6,348)	-41%
	UNEMPLOYMENT BENEFITS	4900	1,600			1,600	58%	0%	(1,600)	-100%
	WORKMAN'S COMPENSATION	4910	2,000			2,000	58%	0%	(2,000)	-100%
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2,835	**EMPLOYEE BENEFITS**		**50,315**		**20,696**	**29,619**	**58%**	**41%**	**(14,835)**	**-29%**
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13,758	**PERSONAL SERVICES**		**191,979**		**100,725**	**91,254**	**58%**	**52%**	**(19,307)**	**-10%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	600		93	507	58%	16%	(440)	-73%
21	MINOR OFFICE EQUIP/FUR	5020	600		21	579	58%	4%	(564)	-94%
	COMPUTER SUPPLIES	5080								
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21	**OFFICE SUPPLIES**		**1,200**		**114**	**1,086**	**58%**	**10%**	**(1,004)**	**-84%**

	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	300			300	58%	0%	(300)	-100%
	CHEMICALS	5130	50			50	58%	0%	(50)	-100%
	GAS AND OIL	5250	1,200		255	945	58%	21%	(763)	-64%
90	WEARING APPAREL	5355	500		90	410	58%	18%	(345)	-69%
	HORT./LANDSCAPING SPLY	5440								
	MINOR EQUIPMENT	5460	511		429	82	58%	84%	224	44%
	OTHER OPERATING MATL/S	5590	714		524	190	58%	73%	184	26%
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90	**OPERATING SUPPLIES**		**3,275**		**1,298**	**1,977**	**58%**	**40%**	**(1,050)**	**-32%**
	REPAIR & MAINTENANCE SP									
	ELECTRICAL SUPPLIES	5605	1,500		555	945	58%	37%	(548)	-37%
	PAINT AND PAINTING SPL	5650	800		800		58%	100%	571	71%
	MTR VEHICLE REP. PTS/S	5700	475		2	473	58%	0%	(471)	-99%
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	REPAIR & MAINTENANCE		**2,775**		**1,357**	**1,418**	**58%**	**49%**	**(448)**	**-16%**
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111	**SUPPLIES AND EXPENSES**		**7,250**		**2,769**	**4,481**	**58%**	**38%**	**(2,502)**	**-35%**
	_____									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	47			47	58%	0%	(47)	-100%
	POSTAGE	6070								
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	COMMUNICATIONS		**47**			**47**	**58%**	**0%**	**(47)**	**-100%**
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
1,333	ELECTRICITY	6305	18,050		7,883	10,167	58%	44%	(4,536)	-25%
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1,333	**UTILITIES**		**18,050**		**7,883**	**10,167**	**58%**	**44%**	**(4,536)**	**-25%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	39,747		3,219	36,528	58%	8%	(34,228)	-86%
	ELECTRICAL R&M	6355	50			50	58%	0%	(50)	-100%
	PLUMBING EQUIPMENT R&M	6357	50			50	58%	0%	(50)	-100%
	OFFICE EQUIPMENT R&M	6365	50			50	58%	0%	(50)	-100%
	FIXED EQUIPMENT R&M	6380	2,000			2,000	58%	0%	(2,000)	-100%
	MOTOR VEHICLE EQ. R&M	6384	2,000			2,000	58%	0%	(2,000)	-100%
	SIGN PAINTING	6396	500			500	58%	0%	(500)	-100%
	TOW IN CHARGES	6398	100		65	35	58%	65%	11	11%
410	OTHER REPAIRS AND MAIN	6399	5,645		3,660	1,985	58%	65%	629	11%
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410	**REPR/MAINT-OUTSIDE L**		**50,142**		**6,943**	**43,199**	**58%**	**14%**	**(38,239)**	**-76%**
	RENTALS									
2,879	PARKING GARAGE/LOT REN	6402	17,200		10,140	7,060	58%	59%	183	1%
	OTHER RENT	6449	100			100	58%	0%	(100)	-100%
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2,879	**RENTALS**		**17,300**		**10,140**	**7,160**	**58%**	**59%**	**83**	**0%**
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4,623	**OTHER SERVICES & CHAR**		**85,539**		**24,966**	**60,573**	**58%**	**29%**	**(42,739)**	**-50%**
	_____									
	LAND									
48,985	LAND	7000	50,000	48,985	48,985	(47,970)	58%	98%	33,974	68%
	LEASEHOLDS	7020	10,000			10,000	58%	0%	(10,000)	-100%
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48,985	**LAND**		**60,000**	**48,985**	**48,985**	**(37,970)**	**58%**	**82%**	**23,974**	**40%**
	IMPROVEMENT OTHER THAN									
	FENCES/RAILINGS	7212								
	PARKING LOT/DRIVEWAY	7227								
	PARKING LOTS-GENERAL	7227 01								
	PINE ST GARAGE	7227 02								
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	PARKING LOT/DRIVEWA									
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400	20,000			20,000	58%	0%	(20,000)	-100%
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	VEHICLES		**20,000**			**20,000**	**58%**	**0%**	**(20,000)**	**-100%**
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48,985	**CAPITAL OUTLAY**		**80,000**	**48,985**	**48,985**	**(17,970)**	**58%**	**61%**	**3,974**	**5%**
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67,476	**EXPENDITURES**		**364,768**	**48,985**	**177,445**	**138,339**	**58%**	**49%**	**(60,576)**	**-17%**
			CITY OF HATTIESBURG							
	002300 - PKS/REC-RECREATION MAINT. DIV.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									

	SALARIES									
45,668	REGULAR WAGES	4000	691,703		350,309	341,394	58%	51%	(91,173)	-13%
	DISASTER RECOVERY WAGE	4010			3,928	(3,928)			6,733	
3,850	OVERTIME	4300	40,000		12,237	27,763	58%	31%	(19,022)	-48%
	DISASTER RECOVERY OVER	4310								
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49,518	**SALARIES**		**731,703**		**366,473**	**365,230**	**58%**	**50%**	**(103,463)**	**-14%**
	EMPLOYEE BENEFITS									
7,061	STATE RETIREMENT	4600	104,355		52,260	52,095	58%	50%	(14,766)	-14%
3,698	F.I.C.A. TAXES	4700	55,980		27,410	28,570	58%	49%	(8,991)	-16%
10,476	HOSPITALIZATION INS.	4800	161,820		71,780	90,040	58%	44%	(38,768)	-24%
	UNEMPLOYMENT BENEFITS	4900	4,100		52	4,048	58%	1%	(4,011)	-98%
	WORKMAN'S COMPENSATION	4910	25,026			25,026	58%	0%	(25,026)	-100%
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21,235	**EMPLOYEE BENEFITS**		**351,281**		**151,502**	**199,779**	**58%**	**43%**	**(91,563)**	**-26%**
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70,753	**PERSONAL SERVICES**		**1,082,984**		**517,975**	**565,009**	**58%**	**48%**	**(195,027)**	**-18%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
109	OTHER EXPENDABLE OFF.S	5010	1,800		1,741	59	58%	97%	1,184	66%
62	MINOR OFFICE EQUIP/FUR	5020	600		412	188	58%	69%	106	18%
	PHOTO SUPPLIES	5040								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080								
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171	**OFFICE SUPPLIES**		**2,400**		**2,153**	**247**	**58%**	**90%**	**1,291**	**54%**
	OPERATING SUPPLIES									
1,066	CLEANING/JANITORIAL SP	5100	15,000	1,138	9,212	4,650	58%	61%	792	5%
	MEDICAL SUPPLIES	5120	250			250	58%	0%	(250)	-100%
6,224	CHEMICALS	5130	40,000	169	15,745	24,087	58%	39%	(13,008)	-33%
8,975	GAS AND OIL	5250	80,000		43,588	36,412	58%	54%	(5,277)	-7%
156	LUBRICANTS	5255	2,500		1,971	529	58%	79%	879	35%
502	DIESEL FUEL	5257	9,000		1,277	7,723	58%	14%	(6,811)	-76%
	WEARING APPAREL	5355	2,500		1,179	1,321	58%	47%	(479)	-19%
	ASPHALT & ASPHALT PROD	5400								
16	CONCRETE, CEMENT, ETC.	5405	1,000		295	705	58%	30%	(494)	-49%
825	SAND,CLAY,GRVL,FILL DI	5415	18,000	1,286	8,206	8,508	58%	46%	(3,932)	-22%
2,078	HORT./LANDSCAPING SPLY	5440	35,000		28,969	6,031	58%	83%	14,660	42%
50	HAND TOOLS	5450	2,500		1,952	548	58%	78%	846	34%
645	MINOR EQUIPMENT	5460	5,000		4,797	203	58%	96%	3,223	64%
1,687	RECREATIONAL SUPPLIES	5510	21,000	2,498	14,444	4,058	58%	69%	3,760	18%
657	OTHER OPERATING MATL/S	5590	6,000	449	2,387	3,164	58%	40%	(1,908)	-32%

3,668	OTHER OPER.MATLS-KAB	5591	7,000	273	4,995	1,732	58%	71%	1,563	22%
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26,548	**OPERATING SUPPLIES**		**244,750**	**5,813**	**139,016**	**99,920**	**58%**	**57%**	**(6,437)**	**-3%**
	REPAIR & MAINTENANCE SP									
370	BUILDING MATERIALS & S	5600	17,296		7,245	10,051	58%	42%	(4,876)	-28%
640	ELECTRICAL SUPPLIES	5605	10,000	399	7,706	1,895	58%	77%	3,210	32%
835	PLUMBING SUPPLIES	5610	10,000		7,023	2,977	58%	70%	2,039	20%
	STRUCTURAL STEEL & IRO	5620								
210	PAINT AND PAINTING SPL	5650	30,000	1,500	12,085	16,415	58%	40%	(9,283)	-31%
160	MTR VEHICLE REP. PTS/S	5700	11,000	1,122	5,271	4,607	58%	48%	(1,964)	-18%
75	COMMUNICATION REPAIR P	5750	2,000		881	1,119	58%	44%	(489)	-24%
6,342	AGRICLTRL REPAIR PTS/S	5755	28,000	249	21,914	5,837	58%	78%	9,567	34%
	OTHER REPAIR/MAINT. SP	5990								
	VANDALISM REPAIR PARTS	5992	2,000		139	1,861	58%	7%	(1,761)	-88%
	REPR SPLY-8/29/05 STOR	5995								
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8,631	**REPAIR & MAINTENANCE**		**110,296**	**3,270**	**62,265**	**44,762**	**58%**	**56%**	**(3,556)**	**-3%**
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35,350	**SUPPLIES AND EXPENSES**		**357,446**	**9,083**	**203,434**	**144,928**	**58%**	**57%**	**(8,702)**	**-2%**
	_____									
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	750		1,280	(530)	58%	171%	1,444	193%
23	POSTAGE	6070	450		23	427	58%	5%	(410)	-91%
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23	**COMMUNICATIONS**		**1,200**		**1,303**	**(103)**	**58%**	**109%**	**1,033**	**86%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	450			450	58%	0%	(450)	-100%
	FREIGHT	6120								
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	TRANSPORTATION		**450**			**450**	**58%**	**0%**	**(450)**	**-100%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	500		154	346	58%	31%	(236)	-47%
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	PRINTING AND BINDING		**500**		**154**	**346**	**58%**	**31%**	**(236)**	**-47%**
	INSURANCE									

	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
	OTHER INSURANCE	6299								
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	INSURANCE									
	UTILITIES									
	GAS	6300								
42	ELECTRICITY	6305	7,500		3,891	3,609	58%	52%	(829)	-11%
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42	**UTILITIES**		**7,500**		**3,891**	**3,609**	**58%**	**52%**	**(829)**	**-11%**
	REPR/MAINT-OUTSIDE LABO									
359	BUILDING R&M	6350	7,000		6,709	291	58%	96%	4,500	64%
	8/29/05 FACILITY REPRS	6351								
	8/29 WALKING TRL PW44	6351 01								
	8/29 DOLEAC VARI PWs	6351 02								
	8/29 ZOO FENCE PW3962	6351 03								
	8/29 TATUM PW1565	6351 04								
	8/29 DAHMER PW1554	6351 05								
	8/29 AFRICA EXH PW387	6351 06								
	8/29 DAHMER EQ PW4497	6351 07								
	8/29 DUNCAN LK PW1609	6351 08								
	8/29 JAYCEE PK PW1562	6351 09								
	8/29 ZOO TRACK PW5143	6351 10								
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	8/29/05 FACILITY RE									
	8/29/05 STORM REPAIRS	6353								
	ELECTRICAL R&M	6355	12,000	3,500	8,215	285	58%	68%	2,083	17%
	PLUMBING EQUIPMENT R&M	6357	200			200	58%	0%	(200)	-100%
	STREETS & STRUCTURES R	6360								
	OFFICE EQUIPMENT R&M	6365	150	65		85	58%	0%	(150)	-100%
1,211	FIXED EQUIPMENT R&M	6380	21,000	1,975	15,716	3,309	58%	75%	5,941	28%
	MINOR EQUIPMENT R&M	6382	1,500		99	1,401	58%	7%	(1,330)	-89%
278	MOTOR VEHICLE EQ. R&M	6384	11,500		3,328	8,172	58%	29%	(5,795)	-50%
945	AGRICULTURAL EQ. R&M	6387	9,000		7,085	1,915	58%	79%	3,145	35%
	COMMUNICATION EQ. R&M	6390	1,000		437	563	58%	44%	(251)	-25%
56	DISINFECT./EXTERMINATI	6394	3,300		573	2,727	58%	17%	(2,317)	-70%
1,641	SIGN PAINTING	6396	5,200	35	4,436	730	58%	85%	2,404	46%
	TOW IN CHARGES	6398	550		75	475	58%	14%	(421)	-77%
	OTHER REPAIRS AND MAIN	6399	2,000		164	1,836	58%	8%	(1,719)	-86%
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4,489	**REPR/MAINT-OUTSIDE L**		**74,400**	**5,575**	**46,836**	**21,989**	**58%**	**63%**	**5,890**	**8%**
	RENTALS									
500	MACHINERY RENT	6420	4,100		689	3,411	58%	17%	(2,919)	-71%
	CYLINDER RENT	6425								

(36)	UNIFORM RENT	6430	6,000		2,598	3,402	58%	43%	(1,546)	-26%
	OTHER RENT	6449	3,750	2,100	1,005	646	58%	27%	(2,026)	-54%
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464	**RENTALS**		**13,850**	**2,100**	**4,291**	**7,459**	**58%**	**31%**	**(6,494)**	**-47%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	650			650	58%	0%	(650)	-100%
20	REGISTRATION FEE/TUITI	6845	2,650		1,494	1,156	58%	56%	(89)	-3%
250	CUSTODIAL SERVICE	6870	3,000		1,750	1,250	58%	58%		0%
5,548	SERVICES NOT SPECIFIED	6999	107,059	500	69,017	37,542	58%	64%	11,256	11%
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5,818	**OTHER SERVICES & CHA**		**113,359**	**500**	**72,261**	**40,598**	**58%**	**64%**	**10,517**	**9%**
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10,836	**OTHER SERVICES & CHAR**		**211,259**	**8,175**	**128,737**	**74,347**	**58%**	**61%**	**9,433**	**4%**
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	DAHMER PARK	7100 08								
	TATUM PARK	7100 10								
	SAENGER BLD/JDS CTR.	7100 19								
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	BUILDINGS									
	BUILDING IMPROVEMENTS	7150								
	REC.CENTER (OLD YMCA)	7150 10								
	BURGER CTR(6TH ST)	7150 12								
	GROUNDS MAINT,SHOP	7150 31								
	UNETTA STREET GYM	7150 36								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	PARK & PLAYGROUND LIGH	7240								
	SMOKEY HERRINGTON FIEL	7243								
	TRACKS	7244								
	JAYCEE BALLPK/WORLD SE	7248								
	LANDSCAPING	7250								
	MDOT-INTERCHANGE ENHA	7250 01								
	TREE RECOVERY (GRANT)	7250 02								
	DOWNTOWN LANDSCAPING	7250 03								
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	LANDSCAPING									
	POOLS	7252								
	DAHMER POOL	7252 01								

	REC CENTER POOL	7252 02								
	5TH STREET POOL	7252 03								
	CITY PARK-BUSCHMAN	7252 04								
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	POOLS									
	RECREATION IMPROVEMENT	7256								
	TATUM PARK	7256 01								
	PEOPLE'S PARK-PALMERS	7256 03								
	TIPTON STREET	7256 04								
	9TH STREET BALLPARK	7256 05								
	JAYCEE BALLPARK	7256 06								
	5TH STREET COMM. CTR.	7256 07								
	SAN ANTONIO SCORE BOO	7256 10								
	HOPE PARK	7256 11								
	MOBILE ST. POCKET PAR	7256 14								
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	RECREATION IMPROVEM									
	OTHER IMPROVEMENTS	7295								
	KAMPER PK TENNIS/WLK	7295 03	48,390		48,363	27	58%	100%	34,518	71%
	THAMES ELEMENTARY	7295 05								
	TIMBERTON IMPROVEMENT	7295 13								
	PLAYGROUND IMPROVEMEN	7295 15								
	DAHMER PARK	7295 18								
	CAMERON FIELD	7295 19								
189,728	REC.FAC. - STORM DAMA	7295 40	249,528	35,986	189,728	23,814	58%	76%	75,720	30%
	DUNCAN LAKE	7295 42								
38,804	CHAIN PARK	7295 43	88,000	16,458	71,007	535	58%	81%	33,726	38%
	VETERAN'S PARK	7295 46								
12,116	TATUM PARK/DIXIE YOUT	7295 49	245,000	6,318	51,961	186,721	58%	21%	(155,924)	-64%
	KATZ PARK WALL	7295 50								
	TOWN SQUARE PARK	7295 52								
	MISC.OTHER IMPROVEMEN	7295 99	48,000	14,400		33,600	58%	0%	(48,000)	-100%
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240,648	**OTHER IMPROVEMENTS**		**678,918**	**73,162**	**361,059**	**244,696**	**58%**	**53%**	**(59,959)**	**-9%**
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240,648	**IMPROVEMENT OTHER TH**		**678,918**	**73,162**	**361,059**	**244,696**	**58%**	**53%**	**(59,959)**	**-9%**
	MACHINERY AND EQUIPMENT									
	8/29/05 STORM EQUIP	7302								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	AGRICULTURAL EQUIPMENT	7335	55,500		36,291	19,209	58%	65%	6,712	12%
	RECREATIONAL EQUIPMENT	7350								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								

	MACHINERY AND EQUIPM		**55,500**		**36,291**	**19,209**	**58%**	**65%**	**6,712**	**12%**
	VEHICLES									
	BUSES	7410								
	PICK UP TRUCKS	7420								
	SPECIAL TRUCKS	7450								
	VEHICLES									
240,648	**CAPITAL OUTLAY**		**734,418**	**73,162**	**397,350**	**263,905**	**58%**	**54%**	**(53,246)**	**-7%**
357,587	**EXPENDITURES**		**2,386,107**	**90,420**	**1,247,497**	**1,048,189**	**58%**	**52%**	**(247,540)**	**-10%**
			CITY OF HATTIESBURG							
	002315 - PKS/REC-REC.ADMIN/COM.REL.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
19,372	REGULAR WAGES	4000	346,853		145,716	201,137	58%	42%	(97,053)	-28%
	DISASTER RECOVERY WAGE	4010								
66	OVERTIME	4300			66	(66)			112	
	DISASTER RECOVERY OVER	4310								
19,438	**SALARIES**		**346,853**		**145,781**	**201,072**	**58%**	**42%**	**(96,942)**	**-28%**
	EMPLOYEE BENEFITS									
2,772	STATE RETIREMENT	4600	49,465		20,789	28,677	58%	42%	(13,826)	-28%
1,400	F.I.C.A. TAXES	4700	26,580		10,644	15,936	58%	40%	(8,332)	-31%
2,716	HOSPITALIZATION INS.	4800	36,540		18,236	18,304	58%	50%	(5,278)	-14%
	UNEMPLOYMENT BENEFITS	4900	1,000			1,000	58%	0%	(1,000)	-100%
	WORKMAN'S COMPENSATION	4910	9,480			9,480	58%	0%	(9,480)	-100%
6,888	**EMPLOYEE BENEFITS**		**123,065**		**49,669**	**73,396**	**58%**	**40%**	**(37,917)**	**-31%**
26,325	**PERSONAL SERVICES**		**469,918**		**195,450**	**274,468**	**58%**	**42%**	**(134,861)**	**-29%**
	OFFICE SUPPLIES									
	PAPER	5003	350		231	119	58%	66%	46	13%
	PRINTED FORMS	5005	755			755	58%	0%	(755)	-100%
	OTHER EXPENDABLE OFF.S	5010	1,900		1,103	797	58%	58%	(8)	0%
	MINOR OFFICE EQUIP/FUR	5020								

	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080	800		541	259	58%	68%	127	16%
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	OFFICE SUPPLIES		**3,805**		**1,875**	**1,930**	**58%**	**49%**	**(590)**	**-16%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110								
	FOOD	5115	100			100	58%	0%	(100)	-100%
	MEDICAL SUPPLIES	5120	100			100	58%	0%	(100)	-100%
	CHEMICALS	5130	8,500			8,500	58%	0%	(8,500)	-100%
	SERVE-SAFE SUPPLIES	5155	200			200	58%	0%	(200)	-100%
745	GAS AND OIL	5250	11,800		5,074	6,726	58%	43%	(3,101)	-26%
	LUBRICANTS	5255								
	OTHER FUEL	5260								
	WEARING APPAREL	5355	600		585	15	58%	98%	403	67%
	CONCRETE, CEMENT, ETC.	5405								
	SAND,CLAY,GRVL,FILL DI	5415								
	HORT./LANDSCAPING SPLY	5440								
	MINOR EQUIPMENT	5460	2,250		144	2,106	58%	6%	(2,002)	-89%
1,121	RECREATIONAL SUPPLIES	5510	61,473	4,899	32,640	23,934	58%	53%	(5,518)	-9%
	MDSE FOR RESALE	5520	9,325			9,325	58%	0%	(9,325)	-100%
	CERAMIC SUP.FOR RESALE	5521								
	OTHER OPERATING MATL/S	5590	850			850	58%	0%	(850)	-100%
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1,866	**OPERATING SUPPLIES**		**95,198**	**4,899**	**38,443**	**51,856**	**58%**	**40%**	**(29,295)**	**-31%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	300			300	58%	0%	(300)	-100%
	ELECTRICAL SUPPLIES	5605								
	PLUMBING SUPPLIES	5610								
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650	150			150	58%	0%	(150)	-100%
	MTR VEHICLE REP. PTS/S	5700	1,037		337	700	58%	32%	(459)	-44%
	RECREATIONAL EQ. REP P	5765								
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	REPAIR & MAINTENANCE		**1,487**		**337**	**1,150**	**58%**	**23%**	**(909)**	**-61%**
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1,866	**SUPPLIES AND EXPENSES**		**100,490**	**4,899**	**40,655**	**54,936**	**58%**	**40%**	**(30,795)**	**-31%**
	_____									
	PROFESSIONAL SERVICES									
	ARCHITECTURAL	6012								
	CONSULTANT SERV/SURVEY	6020								
	CONTRACTUAL PROGRAMS	6032								
13,533	OFFICIALS	6034	98,700		51,214	47,486	58%	52%	(10,904)	-11%

13,935	OTHER PROFESSIONAL SER	6049	180,084		91,025	89,060	58%	51%	(24,040)	-13%
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27,468	**PROFESSIONAL SERVICE**		**278,784**		**142,239**	**136,546**	**58%**	**51%**	**(34,945)**	**-13%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	1,760		475	1,285	58%	27%	(945)	-54%
	POSTAGE	6070								
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	COMMUNICATIONS		**1,760**		**475**	**1,285**	**58%**	**27%**	**(945)**	**-54%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	650			650	58%	0%	(650)	-100%
	CONTRACT TRAVEL	6115								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION		**650**			**650**	**58%**	**0%**	**(650)**	**-100%**
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING-SPEC. EVEN	6152								
	ADVERTISING-SENIOR FAR	6154	2,940			2,940	58%	0%	(2,940)	-100%
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	ADVERTISING		**2,940**			**2,940**	**58%**	**0%**	**(2,940)**	**-100%**
	PRINTING AND BINDING									
	PRINTING	6200	100			100	58%	0%	(100)	-100%
	FILM PROCESSING	6240								
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	PRINTING AND BINDING		**100**			**100**	**58%**	**0%**	**(100)**	**-100%**
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	OTHER INSURANCE	6299								
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	INSURANCE									
	UTILITIES									
260	GAS	6300	4,700		1,342	3,358	58%	29%	(2,399)	-51%
14,365	ELECTRICITY	6305	150,000		78,204	71,796	58%	52%	(15,936)	-11%
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14,625	**UTILITIES**		**154,700**		**79,545**	**75,155**	**58%**	**51%**	**(18,336)**	**-12%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	1,000		400	600	58%	40%	(314)	-31%
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357	300			300	58%	0%	(300)	-100%
	OFFICE EQUIPMENT R&M	6365	1,700			1,700	58%	0%	(1,700)	-100%
	HOUSEHOLD EQUIPMENT R&	6370								
	FIXED EQUIPMENT R&M	6380								

	MINOR EQUIPMENT R&M	6382	250			250	58%	0%	(250)	-100%
	MOTOR VEHICLE EQ. R&M	6384	800		773	27	58%	97%	524	66%
	RECREATIONAL EQ. R&M	6388								
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394	2,000		756	1,244	58%	38%	(704)	-35%
	SIGN PAINTING	6396	200			200	58%	0%	(200)	-100%
	TOW IN CHARGES	6398								
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L		**6,250**		**1,929**	**4,321**	**58%**	**31%**	**(2,942)**	**-47%**
	RENTALS									
	LAND RENT	6400								
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
	MOP-MAT-RAG-RENT	6435								
	OTHER RENT	6449	500			500	58%	0%	(500)	-100%
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	RENTALS		**500**			**500**	**58%**	**0%**	**(500)**	**-100%**
	OTHER SERVICES & CHARGE									
316	PROP.TAX COLL. FEES .0	6830	5,000		1,836	3,164	58%	37%	(1,852)	-37%
48	PROP.TAX COLL. FEES.00	6831	4,000		3,303	697	58%	83%	1,662	42%
	DUES AND MEMBERSHIPS	6840	500			500	58%	0%	(500)	-100%
	REGISTRATION FEE/TUITI	6845	1,500		609-	2,109	58%	41%	(456)	-30%
	CONTRACT COACHES	6852								
	DAY CAMP COUNSELORS	6855								
	CUSTODIAL SERVICE	6870								
	SERVICES NOT SPECIFIED	6999	200			200	58%	0%	(200)	-100%
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364	**OTHER SERVICES & CHA**		**11,200**		**4,530**	**6,670**	**58%**	**40%**	**(3,434)**	**-31%**
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42,457	**OTHER SERVICES & CHAR**		**456,884**		**228,718**	**228,166**	**58%**	**50%**	**(64,796)**	**-14%**
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	RECREATIONAL EQUIPMENT	7350								
	COMMUNICATION EQUIPMEN	7355								
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	MACHINERY AND EQUIPM									

	VEHICLES									
	PICK UP TRUCKS	7420								
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	VEHICLES									
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	CAPITAL OUTLAY									
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70,648	**EXPENDITURES**		**1,027,292**	**4,899**	**464,823**	**557,570**	**58%**	**45%**	**(230,452)**	**-22%**
			CITY OF HATTIESBURG							
	002341 - PKS/REC-KAMPER PARK ZOO DIV.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
	REGULAR WAGES	4000								
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
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	SALARIES									
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600								
	F.I.C.A. TAXES	4700								
	HOSPITALIZATION INS.	4800								
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910								
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	EMPLOYEE BENEFITS									
---			---	---	---	---	---	---	---	---
	PERSONAL SERVICES									
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020								
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110								
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130								
	FEED FOR ANIMALS	5150								
	ANIMAL SUPPLIES	5160								
	GAS AND OIL	5250								
	LUBRICANTS	5255								
	DIESEL FUEL	5257								
	OTHER FUEL	5260								
	WEARING APPAREL	5355								
	CONCRETE, CEMENT, ETC.	5405								
	SAND,CLAY,GRVL,FILL DI	5415								
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450								
	MINOR EQUIPMENT	5460								
	RECREATIONAL SUPPLIES	5510								
	CONCESSION SUPPLIES	5515								
	MDSE FOR RESALE-GIFTSH	5520								
	MDSE FOR RESALE-CONCES	5522								
	TRAFFIC SIGNS	5545								
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES									
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	ELECTRICAL SUPPLIES	5605								
	PLUMBING SUPPLIES	5610								
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650								
	MTR VEHICLE REP. PTS/S	5700								
	COMMUNICATION REPAIR P	5750								
	AGRICLTRL REPAIR PTS/S	5755								
	RECREATIONAL EQ. REP P	5765								
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE									
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	SUPPLIES AND EXPENSES									
	_____									
	PROFESSIONAL SERVICES									
	VETERINARIAN	6030								

	OTHER PROFESSIONAL SER	6049								
	OTHER PROF SERV-KPZ CO	6049 98								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
	GAS	6300								
	ELECTRICITY	6305								
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	UTILITIES									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370								
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384								

	AGRICULTURAL EQ. R&M	6387								
	RECREATIONAL EQ. R&M	6388								
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394								
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398								
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L									
	RENTALS									
	LAND RENT	6400								
	BUILDING RENT	6405								
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
	UNIFORM RENT	6430								
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	THEFT LOSS	6818								
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	CUSTODIAL SERVICE	6870								
	SALES TAX-KPZ RIDES	6996								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	K.P CONCESSION STAND	7100 06								
	REHAB. EXISTING BLDGS	7100 12								
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	BUILDINGS									
	BUILDING IMPROVEMENTS	7150								
	ED CENTER HOLDING ARE	7150 08								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									

	PARKING LOT/DRIVEWAY	7227								
	STREETS & ROADWAYS	7230								
	PARK & PLAYGROUND LIGH	7240								
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
	TIGER EXHIBIT	7295 14								
	ZEBRA EXHIBIT	7295 17								
	SMALL ANIMAL EXHIBITS	7295 23								
	AFRICAN EXHIBIT	7295 25								
	PRAIRIE DOG EXHIBIT	7295 48								
	MISC.OTHER IMPROVEMEN	7295 99								
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	OTHER IMPROVEMENTS									
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	DATA PROCESSING EQUIP.	7327								
	AGRICULTURAL EQUIPMENT	7335								
	RECREATIONAL EQUIPMENT	7350								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
---			---	---	---	---	---	---	---	---
	VEHICLES									
	OTHER									
	ZOOLOGICAL ANIMALS	7505								
---			---	---	---	---	---	---	---	---
	OTHER									
---			---	---	---	---	---	---	---	---
	CAPITAL OUTLAY									
---			---	---	---	---	---	---	---	---
	EXPENDITURES									
			CITY OF HATTIESBURG							
	004369 - LIBRARY FUND EXPENDITURES		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%

	_____									
	_____									
	OTHER SERVICES & CHARGE									
308	PROP.TAX COLL. FEES .0	6830			1,788	(1,788)			3,064	
47	PROP.TAX COLL. FEES.00	6831			3,217	(3,217)			5,515	
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355	**OTHER SERVICES & CHA**				**5,005**	**(5,005)**			**8,580**	
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355	**OTHER SERVICES & CHAR**				**5,005**	**(5,005)**			**8,580**	
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355	**EXPENDITURES**				**5,005**	**(5,005)**			**8,580**	
			CITY OF HATTIESBURG							
	005160 - H.M.F.P.FUND-FIRE DIVISION		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OFFICE SUPPLIES									
	MINOR OFFICE EQUIP/FUR	5020	3,000		2,363	637	58%	79%	1,051	35%
	PUBLIC EDUCATION MAT'L	5032	1,500			1,500	58%	0%	(1,500)	-100%
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	OFFICE SUPPLIES		**4,500**		**2,363**	**2,137**	**58%**	**53%**	**(448)**	**-10%**
	OPERATING SUPPLIES									
	GAS AND OIL	5250								
	WEARING APPAREL	5355	64,000	11,569		52,431	58%	0%	(64,000)	-100%
	MINOR EQUIPMENT	5460								
	MINOR FIRE FIGHTING EQ	5462								
	HAZ.MAT SUPPLIES	5466								
	FIRE HOSE	5470								
	SFTY/FIRE P/MATL CONTR	5535	1,500		1,048	452	58%	70%	296	20%
	OTHER OPER.MATLS-USM	5590								
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	OPERATING SUPPLIES		**65,500**	**11,569**	**1,048**	**52,882**	**58%**	**2%**	**(63,703)**	**-97%**
	REPAIR & MAINTENANCE SP									
	MTR VEHICLE REP. PTS/S	5700								
	COMMUNICATION REPAIR P	5750								
	MINOR COMPUTER EQUIP.	5800	2,000		1,458	542	58%	73%	499	25%
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	REPAIR & MAINTENANCE		**2,000**		**1,458**	**542**	**58%**	**73%**	**499**	**25%**
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	SUPPLIES AND EXPENSES		**72,000**	**11,569**	**4,869**	**55,562**	**58%**	**7%**	**(63,652)**	**-88%**

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	OTHER PROFESSIONAL SER	6049	19,000		6,405	12,595	58%	34%	(8,020)	-42%
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
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	TRANSPORTATION									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M (USM)	6350								
	MOTOR VEHICLE EQ. R&M	6384	5,000			5,000	58%	0%	(5,000)	-100%
	COMMUNICATION EQ. R&M	6390								
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	REPR/MAINT-OUTSIDE L		**5,000**			**5,000**	**58%**	**0%**	**(5,000)**	**-100%**
	OTHER SERVICES & CHARGE									
	BANK SERV/TRF FEE	6832								
7,970	REGISTRATION FEE/TUITI	6845	20,500		17,970	2,530	58%	88%	10,305	50%
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7,970	**OTHER SERVICES & CHA**		**20,500**		**17,970**	**2,530**	**58%**	**88%**	**10,305**	**50%**
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7,970	**OTHER SERVICES & CHAR**		**44,500**		**24,375**	**20,125**	**58%**	**55%**	**(2,714)**	**-6%**
	_____									
	LAND									
	LAND	7000								
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	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	FIRE DRILL TOWER	7100 02	20,000			20,000	58%	0%	(20,000)	-100%
	FIRE STATIONS	7100 20	241,861			241,861	58%	0%	(241,861)	-100%
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	BUILDINGS		**261,861**			**261,861**	**58%**	**0%**	**(261,861)**	**-100%**
	BUILDING IMPROVEMENTS	7150								
	FIRE STA IMPR-USM MON	7150 30								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE		**261,861**			**261,861**	**58%**	**0%**	**(261,861)**	**-100%**
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
	OTHER IMPROVEMENTS-USM	7297	6,900			6,900	58%	0%	(6,900)	-100%
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	IMPROVEMENT OTHER TH		**6,900**			**6,900**	**58%**	**0%**	**(6,900)**	**-100%**
	MACHINERY AND EQUIPMENT									

	FIRE FIGHTING	7315	20,000		17,500	2,500	58%	88%	10,000	50%
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	40,000	3,180	5,754	31,066	58%	14%	(30,136)	-75%
	AGRICULTURAL EQUIPMENT	7335								
	COMMUNICATION EQUIPMEN	7355	56,728		10,745	45,983	58%	19%	(38,308)	-68%
	COMMUNICATION EQ-USM	7356								
	HYDRANTS & METERS(USM)	7365	10,000			10,000	58%	0%	(10,000)	-100%
	OTHER EQUIP-USM MONIES	7398								
	OTHER EQUIPMENT	7399	35,000			35,000	58%	0%	(35,000)	-100%
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	MACHINERY AND EQUIPM		**161,728**	**3,180**	**33,999**	**124,549**	**58%**	**21%**	**(103,444)**	**-64%**
	VEHICLES									
	AUTOMOBILES	7400								
	MOTORCYCLES	7405								
	BUSES	7410								
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	FIRE TRUCKS	7435								
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	VEHICLES									
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	CAPITAL OUTLAY		**430,489**	**3,180**	**33,999**	**393,310**	**58%**	**8%**	**(372,205)**	**-86%**
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7,970	**EXPENDITURES**		**546,989**	**14,749**	**63,242**	**468,997**	**58%**	**12%**	**(438,573)**	**-80%**
			CITY OF HATTIESBURG							
	005460 - H.M.F.P.FUND-CAPITAL LEASES		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	CAPITAL LEASE PAYMENTS									
	MDB-BLDG-FIRE STA #8	8515								
	FIRE TRUCKS LEASE-A'04	8527								
	FIRE TRUCKS LEASE-B'04	8528								
	FIRE TRUCKS LEASE-'06	8529								
	FIRE PROT.EQUIP.LEASE	8530								
12,393	FIRE TRUCKS LEASE-'11	8532	148,560		86,160	62,400	58%	58%	(856)	-1%
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12,393	**CAPITAL LEASE PAYMEN**		**148,560**		**86,160**	**62,400**	**58%**	**58%**	**(856)**	**-1%**
	INTEREST ON CAPITAL LEA									

	MDB-BLDG-FIRE STA #8	8615								
	FIRE TRUCKS LEASE-A'04	8627								
	FIRE TRUCKS LEASE-B'04	8628								
	FIRE TRUCKS LEASE-'06	8629								
	FIRE PROT.EQUIP.LEASE	8630								
1,948	FIRE TRUCKS LEASE-'11	8632	23,540		14,224	9,316	58%	60%	844	4%
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1,948	**INTEREST ON CAPITAL**		**23,540**		**14,224**	**9,316**	**58%**	**60%**	**844**	**4%**
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14,341	**DEBT SERVICE**		**172,100**		**100,384**	**71,716**	**58%**	**58%**	**(12)**	**0%**
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14,341	**EXPENDITURES**		**172,100**		**100,384**	**71,716**	**58%**	**58%**	**(12)**	**0%**
			CITY OF HATTIESBURG							
	008201 - SPEC.ST.IMPR-STREET DIV.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OPERATING SUPPLIES									
	CHEMICALS	5130								
	GAS AND OIL	5250								
	LUBRICANTS	5255								
	OTHER FUEL	5260								
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405								
	BRICK,STONE,MORTAR,ETC	5410								
	SAND,CLAY,GRVL,FILL DI	5415								
	DRAINAGE PIPE & CULVER	5420								
	HORT./LANDSCAPING SPLY	5440								
	MINOR EQUIPMENT	5460								
	TRAFFIC CONTROL EQ. SP	5540								
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	OPERATING SUPPLIES									
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	PLUMBING SUPPLIES	5610								
	STRUCTURAL STEEL & IRO	5620								
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	REPAIR & MAINTENANCE									
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	SUPPLIES AND EXPENSES									

	_____									
	PROFESSIONAL SERVICES									
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	REPR/MAINT-OUTSIDE LABO									
	STREETS & STRUCTURES R	6360	261,000			261,000	58%	0%	(261,000)	-100%
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	REPR/MAINT-OUTSIDE L		**261,000**			**261,000**	**58%**	**0%**	**(261,000)**	**-100%**
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	OTHER SERVICES & CHAR		**261,000**			**261,000**	**58%**	**0%**	**(261,000)**	**-100%**
	_____									
	LAND									
	LAND	7000								
	EASEMENTS	7010								
	STREETS & ROADWAYS	7230								
	4TH STREET	7230 09								
	LINCOLN RD-FAUS-#1	7230 12								
	LINCOLN RD-FAUS-#2	7230 17								
	LINCOLN RD-FAUS-#3	7230 27								
	LINCOLN RD-FAUS-#4	7230 29								
	CLASSIC DR-FAUS	7230 36								
	SOUTH 28TH-FAUS	7230 37								
	WALMART/TIF PROJECT	7230 80								
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	STREETS & ROADWAYS									
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	LAND									
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	CAPITAL OUTLAY									
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	EXPENDITURES		**261,000**			**261,000**	**58%**	**0%**	**(261,000)**	**-100%**
			CITY OF HATTIESBURG							
	009660 - W&S O&M-CUSTOMER ACCT.DIV.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
18,330	REGULAR WAGES	4000	264,352		125,670	138,682	58%	48%	(48,917)	-19%
	DISASTER RECOVERY WAGE	4010			7	(7)			12	

133	OVERTIME	4300	1,000		420	580	58%	42%	(280)	-28%
	DISASTER RECOVERY OVER	4310								
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18,463	**SALARIES**		**265,352**		**126,096**	**139,256**	**58%**	**48%**	**(49,187)**	**-19%**
	EMPLOYEE BENEFITS									
2,633	STATE RETIREMENT	4600	37,700		17,981	19,719	58%	48%	(6,875)	-18%
1,372	F.I.C.A. TAXES	4700	20,230		9,366	10,864	58%	46%	(4,174)	-21%
3,492	HOSPITALIZATION INS.	4800	62,640		22,504	40,136	58%	36%	(24,061)	-38%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	5,798			5,798	58%	0%	(5,798)	-100%
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7,496	**EMPLOYEE BENEFITS**		**126,368**		**49,851**	**76,517**	**58%**	**39%**	**(40,908)**	**-32%**
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25,959	**PERSONAL SERVICES**		**391,720**		**175,948**	**215,772**	**58%**	**45%**	**(90,095)**	**-23%**
	OFFICE SUPPLIES									
599	PAPER	5003	2,500		1,416	1,084	58%	57%	(72)	-3%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	1,648		1,394	254	58%	85%	741	45%
	MINOR OFFICE EQUIP/FUR	5020	475		411	64	58%	87%	229	48%
	BOOKS	5070	475		285	190	58%	60%	13	3%
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599	**OFFICE SUPPLIES**		**5,098**		**3,506**	**1,592**	**58%**	**69%**	**912**	**18%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	300		123	177	58%	41%	(88)	-29%
	MEDICAL SUPPLIES	5120								
1,450	GAS AND OIL	5250	8,005		6,017	1,988	58%	75%	2,310	29%
	LUBRICANTS	5255								
	CONCRETE, CEMENT, ETC.	5405								
	HAND TOOLS	5450	3,145		3,145		58%	100%	2,246	71%
	MINOR EQUIPMENT	5460	150		46	104	58%	31%	(70)	-47%
	METER LOCKS	5467	749		678	71	58%	91%	413	55%
	OTHER OPERATING MATL/S	5590	300		233	67	58%	78%	99	33%
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1,450	**OPERATING SUPPLIES**		**12,649**		**10,242**	**2,407**	**58%**	**81%**	**4,908**	**39%**
	REPAIR & MAINTENANCE SP									
	ELECTRICAL SUPPLIES	5605	285		38	247	58%	13%	(220)	-77%
	MTR VEHICLE REP. PTS/S	5700	2,000	115	1,451	433	58%	73%	487	24%
	COMMUNICATION REPAIR P	5750	486		90	396	58%	19%	(331)	-68%
	OTHER REPAIR/MAINT. SP	5990	450		245	205	58%	54%	(30)	-7%
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	REPAIR & MAINTENANCE		**3,221**	**115**	**1,824**	**1,282**	**58%**	**57%**	**(93)**	**-3%**
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2,049	**SUPPLIES AND EXPENSES**		**20,968**	**115**	**15,572**	**5,281**	**58%**	**74%**	**5,727**	**27%**

	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010	15,000		8,000	7,000	58%	53%	(1,285)	-9%
	APPRAISAL	6017								
	LEGAL	6025								
	MEDICAL	6027								
1,541	OTHER PROFESSIONAL SER	6049	21,200		13,322	7,878	58%	63%	1,637	8%
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1,541	**PROFESSIONAL SERVICE**		**36,200**		**21,322**	**14,878**	**58%**	**59%**	**352**	**1%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	5,220		73	5,147	58%	1%	(5,095)	-98%
3,500	POSTAGE	6070	49,000		24,700	24,300	58%	50%	(6,656)	-14%
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3,500	**COMMUNICATIONS**		**54,220**		**24,773**	**29,447**	**58%**	**46%**	**(11,752)**	**-22%**
	TRANSPORTATION									
	FREIGHT	6120	95			95	58%	0%	(95)	-100%
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	TRANSPORTATION		**95**			**95**	**58%**	**0%**	**(95)**	**-100%**
	ADVERTISING									
	ADVERTISING	6150	95			95	58%	0%	(95)	-100%
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	ADVERTISING		**95**			**95**	**58%**	**0%**	**(95)**	**-100%**
	PRINTING AND BINDING									
2,375	PRINTING	6200	9,825		2,375	7,450	58%	24%	(5,753)	-59%
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2,375	**PRINTING AND BINDING**		**9,825**		**2,375**	**7,450**	**58%**	**24%**	**(5,753)**	**-59%**
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
81	GAS	6300	1,900		732	1,168	58%	39%	(644)	-34%
331	ELECTRICITY	6305	5,500		2,431	3,069	58%	44%	(1,332)	-24%
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411	**UTILITIES**		**7,400**		**3,163**	**4,237**	**58%**	**43%**	**(1,977)**	**-27%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	3,800			3,800	58%	0%	(3,800)	-100%
1,428	OFFICE EQUIPMENT R&M	6365	2,050		1,976	74	58%	96%	1,337	65%
2,495	FIXED EQUIPMENT R&M	6380	2,495		2,495		58%	100%	1,781	71%
	MOTOR VEHICLE EQ. R&M	6384	8,000		65	7,935	58%	1%	(7,888)	-99%
460	COMMUNICATION EQ. R&M	6390	1,000		460	540	58%	46%	(211)	-21%
	DISINFECT./EXTERMINATI	6394	800		256	545	58%	32%	(360)	-45%
65	OTHER REPAIRS AND MAIN	6399	1,045		65	980	58%	6%	(933)	-89%
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4,448	**REPR/MAINT-OUTSIDE L**		**19,190**		**5,317**	**13,874**	**58%**	**28%**	**(10,074)**	**-52%**
	RENTALS									
	BUILDING RENT	6405								
	OFFICE EQUIPMENT RENT	6410								
	UNIFORM RENT	6430	1,100			1,100	58%	0%	(1,100)	-100%
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449								
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	RENTALS		**1,100**			**1,100**	**58%**	**0%**	**(1,100)**	**-100%**
	OTHER SERVICES & CHARGE									
	CASH OVERAGE/SHORTAGE	6819								
	BANK SERV/TRF FEE	6832	190			190	58%	0%	(190)	-100%
	REFUNDS	6835								
	WATER RELATED REFUND	6835 WTR								
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	REFUNDS									
	NSF CHECKS	6836								
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845	190			190	58%	0%	(190)	-100%
	SERVICES NOT SPECIFIED	6999	5,525			5,525	58%	0%	(5,525)	-100%
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	OTHER SERVICES & CHA		**5,905**			**5,905**	**58%**	**0%**	**(5,905)**	**-100%**
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12,275	**OTHER SERVICES & CHAR**		**134,030**		**56,950**	**77,080**	**58%**	**42%**	**(36,401)**	**-27%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	WATER OFFICE RENOVATI	7150 16								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	8,000		7,672	328	58%	96%	5,152	64%
	WATER UTILITY SOFTWARE	7329								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM		**8,000**		**7,672**	**328**	**58%**	**96%**	**5,152**	**64%**
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420	20,000			20,000	58%	0%	(20,000)	-100%

	SPECIAL TRUCKS	7450								
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	VEHICLES		**20,000**			**20,000**	**58%**	**0%**	**(20,000)**	**-100%**
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	CAPITAL OUTLAY		**28,000**		**7,672**	**20,328**	**58%**	**27%**	**(14,848)**	**-53%**
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40,283	**EXPENDITURES**		**574,718**	**115**	**256,141**	**318,462**	**58%**	**45%**	**(135,618)**	**-24%**
			CITY OF HATTIESBURG							
	009672 - W&S O&M-WATER TRANSMISSION DIV		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
28,762	REGULAR WAGES	4000	474,921		214,712	260,209	58%	45%	(106,843)	-22%
	DISASTER RECOVERY WAGE	4010			200	(200)			343	
1,905	OVERTIME	4300	24,000		23,526	474	58%	98%	16,330	68%
	DISASTER RECOVERY OVER	4310								
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30,668	**SALARIES**		**498,921**		**238,438**	**260,483**	**58%**	**48%**	**(90,169)**	**-18%**
	EMPLOYEE BENEFITS									
4,337	STATE RETIREMENT	4600	71,290		33,675	37,615	58%	47%	(13,561)	-19%
2,294	F.I.C.A. TAXES	4700	38,250		17,914	20,336	58%	47%	(7,540)	-20%
6,208	HOSPITALIZATION INS.	4800	104,400		39,576	64,824	58%	38%	(36,555)	-35%
	UNEMPLOYMENT BENEFITS	4900	4,000		945	3,055	58%	24%	(2,380)	-60%
	WORKMAN'S COMPENSATION	4910	20,760			20,760	58%	0%	(20,760)	-100%
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12,839	**EMPLOYEE BENEFITS**		**238,700**		**92,110**	**146,590**	**58%**	**39%**	**(80,796)**	**-34%**
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43,507	**PERSONAL SERVICES**		**737,621**		**330,548**	**407,073**	**58%**	**45%**	**(170,967)**	**-23%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020								
	SUBSCRIPTIONS,MAGS,MAP	5050								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								

	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130								
7,312	GAS AND OIL	5250	78,000		43,182	34,818	58%	55%	(3,973)	-5%
	NATURAL GAS FUEL	5252								
	LUBRICANTS	5255								
	DIESEL FUEL	5257	8,000		2,278	5,722	58%	28%	(4,095)	-51%
	WEARING APPAREL	5355	300		169	131	58%	56%	(10)	-3%
	ASPHALT & ASPHALT PROD	5400								
2,442	CONCRETE, CEMENT, ETC.	5405	9,000		8,127	873	58%	90%	4,932	55%
	BRICK,STONE,MORTAR,ETC	5410								
	SAND,CLAY,GRVL,FILL DI	5415	8,000		2,300	5,700	58%	29%	(4,056)	-51%
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450	1,800	88	1,292	420	58%	72%	415	23%
	MINOR EQUIPMENT	5460	2,500		1,794	706	58%	72%	575	23%
	HYDRANT PARTS	5480	1,000			1,000	58%	0%	(1,000)	-100%
	METER PARTS	5485	500			500	58%	0%	(500)	-100%
	VALVE PARTS	5490								
	PUMPING EQUIPMENT PART	5495								
	OTHER OPERATING MATL/S	5590	500		134	366	58%	27%	(270)	-54%
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9,754	**OPERATING SUPPLIES**		**109,600**	**88**	**59,276**	**50,236**	**58%**	**54%**	**(7,984)**	**-7%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	ELECTRICAL SUPPLIES	5605								
5,711	PLUMBING SUPPLIES	5610	45,000	1,092	23,318	20,590	58%	52%	(5,026)	-11%
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650	1,000		537	463	58%	54%	(79)	-8%
220	MTR VEHICLE REP. PTS/S	5700	16,000	131	6,956	8,913	58%	43%	(4,075)	-25%
	COMMUNICATION REPAIR P	5750								
	EXPENDABLE WELDING SPL	5770								
	OTHER REPAIR/MAINT. SP	5990	1,000		120	880	58%	12%	(794)	-79%
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5,931	**REPAIR & MAINTENANCE**		**63,000**	**1,223**	**30,930**	**30,847**	**58%**	**49%**	**(9,976)**	**-16%**
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15,684	**SUPPLIES AND EXPENSES**		**172,600**	**1,311**	**90,206**	**81,083**	**58%**	**52%**	**(17,960)**	**-10%**
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	ABSTRACTING & RECORDIN	6023								
	MEDICAL	6027								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									

	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
20,068	STREETS & STRUCTURES R	6360	525,000		198,354	326,646	58%	38%	(184,964)	-35%
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382	1,000		26	974	58%	3%	(955)	-96%
1,231	MOTOR VEHICLE EQ. R&M	6384	13,000	1,468	9,246	2,286	58%	71%	2,850	22%
	CONSTRUCTION EQUIP R&M	6386	5,000		383	4,617	58%	8%	(4,343)	-87%
	COMMUNICATION EQ. R&M	6390								
	TOW IN CHARGES	6398	1,000		755	245	58%	76%	294	29%
	OTHER REPAIRS AND MAIN	6399								
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21,300	**REPR/MAINT-OUTSIDE L**		**545,000**	**1,468**	**208,764**	**334,768**	**58%**	**38%**	**(187,119)**	**-34%**
	RENTALS									
	MACHINERY RENT	6420	500			500	58%	0%	(500)	-100%
	CYLINDER RENT	6425								
176	UNIFORM RENT	6430	5,000		1,268	3,732	58%	25%	(2,826)	-57%
	OTHER RENT	6449								
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176	**RENTALS**		**5,500**		**1,268**	**4,232**	**58%**	**23%**	**(3,326)**	**-60%**
	OTHER SERVICES & CHARGE									
	SETTLEMT OF DAMAGE CLA	6700								

	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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21,476	**OTHER SERVICES & CHAR**		**550,500**	**1,468**	**210,032**	**339,001**	**58%**	**38%**	**(190,444)**	**-35%**
	_____									
	LEASEHOLDS	7020								
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	DATA PROCESSING EQUIP.	7327								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								
1,235	HYDRANTS & METERS	7365	40,000		10,726	29,274	58%	27%	(21,612)	-54%
	PIPE	7370								
	OTHER EQUIPMENT	7399								
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1,235	**MACHINERY AND EQUIPM**		**40,000**		**10,726**	**29,274**	**58%**	**27%**	**(21,612)**	**-54%**
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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1,235	**CAPITAL OUTLAY**		**40,000**		**10,726**	**29,274**	**58%**	**27%**	**(21,612)**	**-54%**
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81,902	**EXPENDITURES**		**1,500,721**	**2,779**	**641,512**	**856,430**	**58%**	**43%**	**(400,985)**	**-27%**
			CITY OF HATTIESBURG							
	009673 - W&S O&M-WATER PLANT DIVISION		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									

	_____									
	SALARIES									
25,900	REGULAR WAGES	4000	360,781		199,729	161,052	58%	55%	(18,388)	-5%
	DISASTER RECOVERY WAGE	4010								
1,862	OVERTIME	4300	18,000		15,981	2,019	58%	89%	9,396	52%
	DISASTER RECOVERY OVER	4310								
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27,762	**SALARIES**		**378,781**		**215,710**	**163,071**	**58%**	**57%**	**(8,992)**	**-2%**
	EMPLOYEE BENEFITS									
3,959	STATE RETIREMENT	4600	54,020		30,761	23,259	58%	57%	(1,287)	-2%
2,050	F.I.C.A. TAXES	4700	28,979		15,997	12,982	58%	55%	(1,555)	-5%
5,820	HOSPITALIZATION INS.	4800	80,940		41,128	39,812	58%	51%	(10,435)	-13%
	UNEMPLOYMENT BENEFITS	4900	5,580		2,548	3,032	58%	46%	(1,212)	-22%
	WORKMAN'S COMPENSATION	4910	9,476			9,476	58%	0%	(9,476)	-100%
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11,829	**EMPLOYEE BENEFITS**		**178,995**		**90,433**	**88,562**	**58%**	**51%**	**(23,967)**	**-13%**
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39,591	**PERSONAL SERVICES**		**557,776**		**306,143**	**251,633**	**58%**	**55%**	**(32,959)**	**-6%**
	_____									
	OFFICE SUPPLIES									
105	PAPER	5003	300		280	20	58%	93%	180	60%
	PRINTED FORMS	5005	3,000			3,000	58%	0%	(3,000)	-100%
143	OTHER EXPENDABLE OFF.S	5010	2,000		599	1,401	58%	30%	(972)	-49%
	MINOR OFFICE EQUIP/FUR	5020	1,000		211	789	58%	21%	(638)	-64%
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070	200			200	58%	0%	(200)	-100%
	COMPUTER SUPPLIES	5080	300			300	58%	0%	(300)	-100%
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248	**OFFICE SUPPLIES**		**6,800**		**1,090**	**5,710**	**58%**	**16%**	**(4,931)**	**-73%**
	OPERATING SUPPLIES									
227	CLEANING/JANITORIAL SP	5100	2,700		1,161	1,539	58%	43%	(709)	-26%
	FOOD	5115								
	MEDICAL SUPPLIES	5120								
4,529	CHEMICALS	5130	55,000	3,182	26,592	25,226	58%	48%	(9,413)	-17%
537	GAS AND OIL	5250	17,000		3,608	13,392	58%	21%	(10,815)	-64%
	LUBRICANTS	5255	500			500	58%	0%	(500)	-100%
1,486	DIESEL FUEL	5257	3,000		8,671	(5,671)	58%	289%	11,864	395%
26	OTHER FUEL	5260	600		300	300	58%	50%	(85)	-14%
	WEARING APPAREL	5355			60-	60			103	
	CONCRETE, CEMENT, ETC.	5405								
	SAND,CLAY,GRVL,FILL DI	5415								
	DRAINAGE PIPE & CULVER	5420								
	HORT./LANDSCAPING SPLY	5440	450			450	58%	0%	(450)	-100%
11	HAND TOOLS	5450	500		83	417	58%	17%	(357)	-71%

	MINOR EQUIPMENT	5460	1,000			1,000	58%	0%	(1,000)	-100%
	METER PARTS	5485			13-	13			22	
	VALVE PARTS	5490								
	PUMPING EQUIPMENT PART	5495	5,000	1,830	2,033	1,137	58%	41%	(1,515)	-30%
440	OTHER OPERATING MATL/S	5590	4,000	198	2,200	1,602	58%	55%	(228)	-6%
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7,255	**OPERATING SUPPLIES**		**89,750**	**5,210**	**44,576**	**39,964**	**58%**	**50%**	**(13,334)**	**-15%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	1,700	46	1,551	103	58%	91%	959	56%
2,518	ELECTRICAL SUPPLIES	5605	11,000	427	3,553	7,020	58%	32%	(4,908)	-45%
48	PLUMBING SUPPLIES	5610	2,000		427	1,573	58%	21%	(1,268)	-63%
	STRUCTURAL STEEL & IRO	5620								
36	PAINT AND PAINTING SPL	5650	1,497		808	689	58%	54%	(112)	-7%
58	MTR VEHICLE REP. PTS/S	5700	3,200		565	2,635	58%	18%	(2,231)	-70%
790	GENERATOR REP. PTS/SPL	5705	50,000	234	790	48,977	58%	2%	(48,645)	-97%
	COMMUNICATION REPAIR P	5750	2,000		1,170	830	58%	59%	5	0%
	AGRICLTRL REPAIR PTS/S	5755								
	MINOR COMPUTER EQUIP.	5800								
	OTHER REPAIR/MAINT. SP	5990	1,200		480	720	58%	40%	(376)	-31%
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3,449	**REPAIR & MAINTENANCE**		**72,597**	**707**	**9,344**	**62,546**	**58%**	**13%**	**(56,578)**	**-78%**
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10,952	**SUPPLIES AND EXPENSES**		**169,147**	**5,917**	**55,011**	**108,220**	**58%**	**33%**	**(74,842)**	**-44%**
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	CONSULTANT SERV/SURVEY	6020								
1,223	OTHER PROFESSIONAL SER	6049	100,000		15,342	84,658	58%	15%	(73,699)	-74%
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1,223	**PROFESSIONAL SERVICE**		**100,000**		**15,342**	**84,658**	**58%**	**15%**	**(73,699)**	**-74%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	2,400		1,176	1,224	58%	49%	(384)	-16%
2	POSTAGE	6070	55		50	5	58%	91%	30	55%
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2	**COMMUNICATIONS**		**2,455**		**1,226**	**1,229**	**58%**	**50%**	**(353)**	**-14%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	2,955		414	2,541	58%	14%	(2,245)	-76%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION		**2,955**		**414**	**2,541**	**58%**	**14%**	**(2,245)**	**-76%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	INSURANCE									
	BOILER MACHINERY	6260								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	UTILITIES									
1,453	GAS	6300	10,000		7,491	2,509	58%	75%	2,841	28%
50,126	ELECTRICITY	6305	625,000		353,350	271,650	58%	57%	(19,256)	-3%
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51,579	**UTILITIES**		**635,000**		**360,842**	**274,158**	**58%**	**57%**	**(16,413)**	**-3%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	1,000			1,000	58%	0%	(1,000)	-100%
	ELECTRICAL R&M	6355	20,000	1,169	4,934	13,897	58%	25%	(11,541)	-58%
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	1,000		677	323	58%	68%	160	16%
11	FIXED EQUIPMENT R&M	6380	74,354	8,415	47,214	18,725	58%	63%	6,584	9%
326	MINOR EQUIPMENT R&M	6382	1,000		326	674	58%	33%	(440)	-44%
	GENERATOR R&M	6383	135,000	12,563	8,472	113,966	58%	6%	(120,476)	-89%
540	MOTOR VEHICLE EQ. R&M	6384	2,000		1,248	752	58%	62%	139	7%
	CONSTRUCTION EQUIP R&M	6386								
	AGRICULTURAL EQ. R&M	6387								
	COMMUNICATION EQ. R&M	6390	1,000		852	148	58%	85%	460	46%
149	DISINFECT./EXTERMINATI	6394	1,500		627	873	58%	42%	(424)	-28%
	OTHER REPAIRS AND MAIN	6399	600		25	575	58%	4%	(556)	-93%
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1,026	**REPR/MAINT-OUTSIDE L**		**237,454**	**22,147**	**64,374**	**150,933**	**58%**	**27%**	**(127,098)**	**-54%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
208	UNIFORM RENT	6430	3,500		1,548	1,952	58%	44%	(846)	-24%
71	MOP-MAT-RAG RENT	6435	1,000		518	482	58%	52%	(112)	-11%
	OTHER RENT	6449								
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279	**RENTALS**		**4,500**		**2,066**	**2,434**	**58%**	**46%**	**(958)**	**-21%**
	OTHER SERVICES & CHARGE									
	BANK SERV/TRF FEE	6832								
	DUES AND MEMBERSHIPS	6840	1,000		100	900	58%	10%	(828)	-83%
	REGISTRATION FEE/TUITI	6845	1,000		101	899	58%	10%	(827)	-83%

	CUSTODIAL SERVICE	6870								
	PROPERTY TAXES	6995								
220	SERVICES NOT SPECIFIED	6999	2,000		220	1,780	58%	11%	(1,623)	-81%
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220	**OTHER SERVICES & CHA**		**4,000**		**421**	**3,579**	**58%**	**11%**	**(3,278)**	**-82%**
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54,329	**OTHER SERVICES & CHAR**		**986,364**	**22,147**	**444,685**	**519,532**	**58%**	**45%**	**(224,047)**	**-23%**
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	W&S WAREHOUSE IMPROVE	7150 11								
	WATER PLANT RENOVATIO	7150 17								
	ELEVATOR	7150 24								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	FENCES/RAILINGS	7212	1,000			1,000	58%	0%	(1,000)	-100%
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH		**1,000**			**1,000**	**58%**	**0%**	**(1,000)**	**-100%**
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	4,000			4,000	58%	0%	(4,000)	-100%
	WATER UTILITY SOFTWARE	7329	7,500			7,500	58%	0%	(7,500)	-100%
	AGRICULTURAL EQUIPMENT	7335								
	PLANT EQUIPMENT	7340	4,000		3,995	5	58%	100%	2,848	71%
	COMMUNICATION EQUIPMEN	7355	3,000			3,000	58%	0%	(3,000)	-100%
	HYDRANTS & METERS	7365								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM		**18,500**		**3,995**	**14,505**	**58%**	**22%**	**(11,651)**	**-63%**
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
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	VEHICLES									
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	CAPITAL OUTLAY		**19,500**		**3,995**	**15,505**	**58%**	**20%**	**(12,651)**	**-65%**
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104,872	**EXPENDITURES**		**1,732,787**	**28,064**	**809,834**	**894,890**	**58%**	**47%**	**(344,499)**	**-20%**
			CITY OF HATTIESBURG							

	009676 - W&S O&M-SEWER DIVISION		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
23,951	REGULAR WAGES	4000	421,906		197,140	224,766	58%	47%	(83,951)	-20%
	DISASTER RECOVERY WAGE	4010			165	(165)			283	
3,496	OVERTIME	4300	35,000		28,790	6,210	58%	82%	14,354	41%
	DISASTER RECOVERY OVER	4310								
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27,447	**SALARIES**		**456,906**		**226,095**	**230,811**	**58%**	**49%**	**(69,314)**	**-15%**
	EMPLOYEE BENEFITS									
3,914	STATE RETIREMENT	4600	65,160		32,241	32,919	58%	49%	(9,889)	-15%
2,089	F.I.C.A. TAXES	4700	34,960		17,187	17,773	58%	49%	(5,496)	-16%
4,656	HOSPITALIZATION INS.	4800	104,400		40,352	64,048	58%	39%	(35,224)	-34%
	UNEMPLOYMENT BENEFITS	4900	2,700		917	1,783	58%	34%	(1,128)	-42%
	WORKMAN'S COMPENSATION	4910	22,580			22,580	58%	0%	(22,580)	-100%
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10,659	**EMPLOYEE BENEFITS**		**229,800**		**90,698**	**139,102**	**58%**	**39%**	**(74,317)**	**-32%**
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38,106	**PERSONAL SERVICES**		**686,706**		**316,793**	**369,913**	**58%**	**46%**	**(143,632)**	**-21%**
	_____									
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110								
	MEDICAL SUPPLIES	5120								
10,130	CHEMICALS	5130	120,000		100,827	19,173	58%	84%	52,846	44%
1,321	GAS AND OIL	5250	30,000		8,952	21,048	58%	30%	(14,653)	-49%
	LUBRICANTS	5255								
2,253	DIESEL FUEL	5257	25,500		13,299	12,201	58%	52%	(2,701)	-11%
	OTHER FUEL	5260								
	WEARING APPAREL	5355	4,000		2,025	1,975	58%	51%	(528)	-13%
	ASPHALT & ASPHALT PROD	5400								
28	CONCRETE, CEMENT, ETC.	5405	10,000		2,684	7,316	58%	27%	(5,399)	-54%
	BRICK,STONE,MORTAR,ETC	5410	900			900	58%	0%	(900)	-100%
	SAND,CLAY,GRVL,FILL DI	5415	8,000		3,849	4,151	58%	48%	(1,401)	-18%
	DRAINAGE PIPE & CULVER	5420								
	HORT./LANDSCAPING SPLY	5440	300		80	220	58%	27%	(163)	-54%
	HAND TOOLS	5450	900		302	598	58%	34%	(382)	-42%
	MINOR EQUIPMENT	5460	1,000		987	13	58%	99%	692	69%

	PUMPING EQUIPMENT PART	5495	500			500	58%	0%	(500)	-100%
251	OTHER OPERATING MATL/S	5590	1,000		332	668	58%	33%	(431)	-43%
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13,982	**OPERATING SUPPLIES**		**202,100**		**133,337**	**68,763**	**58%**	**66%**	**26,477**	**13%**
	REPAIR & MAINTENANCE SP									
30	BUILDING MATERIALS & S	5600	1,900		643	1,257	58%	34%	(797)	-42%
	ELECTRICAL SUPPLIES	5605	3,250	98	1,531	1,621	58%	47%	(625)	-19%
2,135	PLUMBING SUPPLIES	5610	30,500		27,145	3,355	58%	89%	16,034	53%
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650			996	(996)			1,707	
4,157	MTR VEHICLE REP. PTS/S	5700	20,000	543	15,545	3,912	58%	78%	6,648	33%
	COMMUNICATION REPAIR P	5750								
	AGRICLTRL REPAIR PTS/S	5755								
	EXPENDABLE WELDING SPL	5770								
	OTHER REPAIR/MAINT. SP	5990	1,750		1,727	23	58%	99%	1,210	69%
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6,322	**REPAIR & MAINTENANCE**		**57,400**	**641**	**47,587**	**9,172**	**58%**	**83%**	**24,177**	**42%**
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20,304	**SUPPLIES AND EXPENSES**		**259,500**	**641**	**180,923**	**77,936**	**58%**	**70%**	**50,653**	**20%**
	_____									
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049	2,000			2,000	58%	0%	(2,000)	-100%
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	PROFESSIONAL SERVICE		**2,000**			**2,000**	**58%**	**0%**	**(2,000)**	**-100%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
13	GAS	6300	300		94	206	58%	31%	(139)	-46%
7,703	ELECTRICITY	6305	80,000		48,730	31,270	58%	61%	3,536	4%
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7,716	**UTILITIES**		**80,300**		**48,825**	**31,475**	**58%**	**61%**	**3,400**	**4%**
	REPR/MAINT-OUTSIDE LABO									
1,263	ELECTRICAL R&M	6355	7,500		1,263	6,237	58%	17%	(5,335)	-71%
	PLUMBING EQUIPMENT R&M	6357								
145,072	STREETS & STRUCTURES R	6360	806,150		738,920	67,230	58%	92%	460,570	57%
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382	2,000			2,000	58%	0%	(2,000)	-100%
791	MOTOR VEHICLE EQ. R&M	6384	30,000	358	8,992	20,650	58%	30%	(14,584)	-49%
	CONSTRUCTION EQUIP R&M	6386	3,719		1,752	1,967	58%	47%	(715)	-19%
	AGRICULTURAL EQ. R&M	6387								
	COMMUNICATION EQ. R&M	6390	500			500	58%	0%	(500)	-100%
	TOW IN CHARGES	6398	1,000		420	580	58%	42%	(280)	-28%
	OTHER REPAIRS AND MAIN	6399								
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147,125	**REPR/MAINT-OUTSIDE L**		**850,869**	**358**	**751,348**	**99,164**	**58%**	**88%**	**437,155**	**51%**
	RENTALS									
	AUTOMOTIVE EQ. RENT	6415								
	MACHINERY RENT	6420	1,500	470	128	903	58%	9%	(1,280)	-85%
	CYLINDER RENT	6425	300			300	58%	0%	(300)	-100%
230	UNIFORM RENT	6430	3,000		1,669	1,331	58%	56%	(139)	-5%
	OTHER RENT	6449								
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230	**RENTALS**		**4,800**	**470**	**1,797**	**2,534**	**58%**	**37%**	**(1,719)**	**-36%**
	OTHER SERVICES & CHARGE									
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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155,072	**OTHER SERVICES & CHAR**		**937,969**	**828**	**801,969**	**135,173**	**58%**	**86%**	**436,835**	**47%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	SEWER MAINT. BLDG.	7100 09								
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	BUILDINGS									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									

	BRIDGES	7210								
	FENCES/RAILINGS	7212	3,000			3,000	58%	0%	(3,000)	-100%
	DRAINS	7215								
	SEWERS	7220								
	STREETS & ROADWAYS	7230								
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	IMPROVEMENT OTHER TH		**3,000**			**3,000**	**58%**	**0%**	**(3,000)**	**-100%**
	MACHINERY AND EQUIPMENT									
	ENGINEERING	7305								
	DATA PROCESSING EQUIP.	7327								
	AGRICULTURAL EQUIPMENT	7335								
	PLANT EQUIPMENT	7340								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								
	PIPE	7370								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	DUMP TRUCKS	7440								
	SPECIAL TRUCKS	7450	304,840		304,840		58%	100%	217,743	71%
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	VEHICLES		**304,840**		**304,840**		**58%**	**100%**	**217,743**	**71%**
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	CAPITAL OUTLAY		**307,840**		**304,840**	**3,000**	**58%**	**99%**	**214,743**	**70%**
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213,482	**EXPENDITURES**		**2,192,015**	**1,469**	**1,604,525**	**586,021**	**58%**	**73%**	**558,599**	**25%**
			CITY OF HATTIESBURG							
	009677 - W&S O&M-SEWER LAGOON DIV.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
8,931	REGULAR WAGES	4000	155,906		65,231	90,675	58%	42%	(44,081)	-28%
	DISASTER RECOVERY WAGE	4010			52	(52)			88	
1,992	OVERTIME	4300	20,000		17,904	2,096	58%	90%	10,692	53%
	DISASTER RECOVERY OVER	4310								
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10,923	**SALARIES**		**175,906**		**83,187**	**92,719**	**58%**	**47%**	**(33,299)**	**-19%**
	EMPLOYEE BENEFITS									
1,558	STATE RETIREMENT	4600	25,090		11,863	13,228	58%	47%	(4,753)	-19%
799	F.I.C.A. TAXES	4700	13,460		6,106	7,354	58%	45%	(2,992)	-22%
1,552	HOSPITALIZATION INS.	4800	36,540		13,192	23,348	58%	36%	(13,924)	-38%
	UNEMPLOYMENT BENEFITS	4900	1,000			1,000	58%	0%	(1,000)	-100%
	WORKMAN'S COMPENSATION	4910	6,489			6,489	58%	0%	(6,489)	-100%
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3,908	**EMPLOYEE BENEFITS**		**82,579**		**31,161**	**51,418**	**58%**	**38%**	**(29,159)**	**-35%**
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14,831	**PERSONAL SERVICES**		**258,485**		**114,348**	**144,137**	**58%**	**44%**	**(62,460)**	**-24%**
	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	MEDICAL SUPPLIES	5120	900			900	58%	0%	(900)	-100%
12,927	CHEMICALS	5130	153,000	4,488	81,876	66,636	58%	54%	(12,640)	-8%
870	GAS AND OIL	5250	38,000		6,146	31,854	58%	16%	(27,464)	-72%
	LUBRICANTS	5255	7,800		84	7,716	58%	1%	(7,656)	-98%
542	DIESEL FUEL	5257	1,000		3,145	(2,145)	58%	315%	4,391	439%
	OTHER FUEL	5260	1,000			1,000	58%	0%	(1,000)	-100%
	WEARING APPAREL	5355	100		64	36	58%	64%	9	9%
	CONCRETE, CEMENT, ETC.	5405								
	SAND,CLAY,GRVL,FILL DI	5415								
	HAND TOOLS	5450	500	44	95	361	58%	19%	(336)	-67%
	MINOR EQUIPMENT	5460	1,000			1,000	58%	0%	(1,000)	-100%
	METER PARTS	5485	3,000			3,000	58%	0%	(3,000)	-100%
	VALVE PARTS	5490								
1,233	PUMPING EQUIPMENT PART	5495	142,000	2,775	56,251	82,973	58%	40%	(45,569)	-32%
21	OTHER OPERATING MATL/S	5590	5,000		1,484	3,516	58%	30%	(2,456)	-49%
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15,594	**OPERATING SUPPLIES**		**353,300**	**7,307**	**149,145**	**196,848**	**58%**	**42%**	**(97,623)**	**-28%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
29	ELECTRICAL SUPPLIES	5605	20,000	1,440	5,680	12,879	58%	28%	(10,263)	-51%
	PLUMBING SUPPLIES	5610	500		70	430	58%	14%	(380)	-76%
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650								
239	MTR VEHICLE REP. PTS/S	5700	3,000		1,214	1,786	58%	40%	(919)	-31%
	COMMUNICATION REPAIR P	5750								
	EXPENDABLE WELDING SPL	5770								
	OTHER REPAIR/MAINT. SP	5990								
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269	**REPAIR & MAINTENANCE**		**23,500**	**1,440**	**6,964**	**15,096**	**58%**	**30%**	**(11,561)**	**-49%**

15,862	**SUPPLIES AND EXPENSES**		**376,800**	**8,747**	**156,109**	**211,944**	**58%**	**41%**	**(109,184)**	**-29%**
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020	80,000			80,000	58%	0%	(80,000)	-100%
	LEGAL	6025	350,000		132,418	217,583	58%	38%	(122,997)	-35%
	MEDICAL	6027								
12,972	OTHER PROFESSIONAL SER	6049	153,200		104,440	48,760	58%	68%	25,840	17%
12,972	**PROFESSIONAL SERVICE**		**583,200**		**236,858**	**346,342**	**58%**	**41%**	**(177,157)**	**-30%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	2,500			2,500	58%	0%	(2,500)	-100%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
	TRANSPORTATION		**2,500**			**2,500**	**58%**	**0%**	**(2,500)**	**-100%**
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
	INSURANCE									
	UTILITIES									
65,226	ELECTRICITY	6305	1,008,500		418,543	589,957	58%	42%	(290,997)	-29%
	INTERFUND ENERGY REIMB	6307								
65,226	**UTILITIES**		**1,008,500**		**418,543**	**589,957**	**58%**	**42%**	**(290,997)**	**-29%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
5,111	ELECTRICAL R&M	6355	15,000		14,162	838	58%	94%	9,277	62%
18,460	FIXED EQUIPMENT R&M	6380	104,200		57,791	46,409	58%	55%	(5,129)	-5%
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384	4,000		3,280	720	58%	82%	1,623	41%
	CONSTRUCTION EQUIP R&M	6386	300		188	112	58%	63%	22	7%
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394	500		270	230	58%	54%	(36)	-7%
	TOW IN CHARGES	6398	500		150	350	58%	30%	(243)	-49%
	OTHER REPAIRS AND MAIN	6399								
23,572	**REPR/MAINT-OUTSIDE L**		**124,500**		**75,840**	**48,660**	**58%**	**61%**	**5,511**	**4%**
	RENTALS									

	MACHINERY RENT	6420								
80	UNIFORM RENT	6430	1,100		610	490	58%	55%	(54)	-5%
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80	**RENTALS**		**1,100**		**610**	**490**	**58%**	**55%**	**(54)**	**-5%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
1,000	SERVICES NOT SPECIFIED	6999	10,000		2,649	7,351	58%	26%	(5,459)	-55%
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1,000	**OTHER SERVICES & CHA**		**10,000**		**2,649**	**7,351**	**58%**	**26%**	**(5,459)**	**-55%**
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102,849	**OTHER SERVICES & CHAR**		**1,729,800**		**734,500**	**995,300**	**58%**	**42%**	**(470,656)**	**-27%**
	_____									
	IMPROVEMENT OTHER THAN									
	SEWERS	7220								
	CDBG-WIS PAK	7220 46								
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	SEWERS									
	STREETS & ROADWAYS	7230								
	OTHER IMPROVEMENTS	7295								
	BONHOMIE RD PUMPING S	7295 47								
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	OTHER IMPROVEMENTS									
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	60,000	13,787	879	45,334	58%	1%	(58,492)	-97%
	AGRICULTURAL EQUIPMENT	7335								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM		**60,000**	**13,787**	**879**	**45,334**	**58%**	**1%**	**(58,492)**	**-97%**
	VEHICLES									
	AUTOMOBILES	7400								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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	CAPITAL OUTLAY		**60,000**	**13,787**	**879**	**45,334**	**58%**	**1%**	**(58,492)**	**-97%**
	_____									
	CAPITAL LEASE PAYMENTS									
	ENERGY IMPR LEASE	8517								
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	CAPITAL LEASE PAYMEN									
	INTEREST ON CAPITAL LEA									
	ENERGY IMPR LEASE	8617								
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	INTEREST ON CAPITAL									
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	DEBT SERVICE									
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133,542	**EXPENDITURES**		**2,425,085**	**22,534**	**1,005,836**	**1,396,715**	**58%**	**41%**	**(700,794)**	**-29%**
			CITY OF HATTIESBURG							
	010451 - W&S B&I-REVENUE OBLIGATIONS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	BONDS REDEEMED									
	GENERAL ISSUES	8000	535,000		410,000	125,000	58%	77%	167,856	31%
475,000	REVENUE ISSUES	8010	1,535,000		475,000	1,060,000	58%	31%	(720,714)	-47%
	5 YEAR NOTE PRINCIPAL	8021								
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475,000	**BONDS REDEEMED**		**2,070,000**		**885,000**	**1,185,000**	**58%**	**43%**	**(552,856)**	**-27%**
	INTEREST ON BONDS									
	GENERAL ISSUES	8100	312,900		159,774	153,126	58%	51%	(39,001)	-12%
466,681	REVENUE ISSUES	8110	927,425		645,706	281,719	58%	70%	179,499	19%
	5 YEAR NOTE INTEREST	8121	20,700			20,700	58%	0%	(20,700)	-100%
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466,681	**INTEREST ON BONDS**		**1,261,025**		**805,481**	**455,545**	**58%**	**64%**	**119,799**	**10%**
	PAYING AGENT FEES									
	GENERAL ISSUES	8400	2,500		530	1,970	58%	21%	(1,591)	-64%
	REVENUE ISSUES	8410								
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	PAYING AGENT FEES		**2,500**		**530**	**1,970**	**58%**	**21%**	**(1,591)**	**-64%**
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941,681	**DEBT SERVICE**		**3,333,525**		**1,691,011**	**1,642,515**	**58%**	**51%**	**(434,649)**	**-13%**
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941,681	**EXPENDITURES**		**3,333,525**		**1,691,011**	**1,642,515**	**58%**	**51%**	**(434,649)**	**-13%**
			CITY OF HATTIESBURG							
	010500 - W&S B&I-TRANSFERS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	

ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T W & S RFDG.BONDS	9000 65								
	T/T W & S CONSTRUCTION	9000 75								
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	TRANSFERS TO OTHER F									
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	TRANSFERS									
---			---	---	---	---	---	---	---	---
	EXPENDITURES									
			CITY OF HATTIESBURG							
	011451 - WATER & SEWER-REV.OBLIGATN		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	NOTE PRINCIPAL									
29,954	SRF NOTE	8222	358,810		207,341	151,469	58%	58%	(3,368)	-1%
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29,954	**NOTE PRINCIPAL**		**358,810**		**207,341**	**151,469**	**58%**	**58%**	**(3,368)**	**-1%**
	INTEREST ON NOTES									
6,151	SRF NOTE	8332	74,460		45,393	29,067	58%	61%	3,356	5%
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6,151	**INTEREST ON NOTES**		**74,460**		**45,393**	**29,067**	**58%**	**61%**	**3,356**	**5%**
	CAPITAL LEASE PAYMENTS									
	2012 EQUIP LEASE	8514	104,400			104,400	58%	0%	(104,400)	-100%
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	CAPITAL LEASE PAYMEN		**104,400**			**104,400**	**58%**	**0%**	**(104,400)**	**-100%**
	INTEREST ON CAPITAL LEA									
	2012 EQUIP LEASE	8614	7,200			7,200	58%	0%	(7,200)	-100%
---			---	---	---	---	---	---	---	---
	INTEREST ON CAPITAL		**7,200**			**7,200**	**58%**	**0%**	**(7,200)**	**-100%**
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36,105	**DEBT SERVICE**		**544,870**		**252,734**	**292,136**	**58%**	**46%**	**(111,611)**	**-20%**
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36,105	**EXPENDITURES**		**544,870**		**252,734**	**292,136**	**58%**	**46%**	**(111,611)**	**-20%**
			CITY OF HATTIESBURG							
	011500 - WATER & SEWER-TRANSFERS		EXPENDITURE REPORT							

			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
4,790	T/T GENERAL FUND	9000 01	432,475		33,527	398,948	58%	8%	(374,999)	-87%
664,358	T/T WATER & SEWER O&M	9000 09	7,972,295		4,650,506	3,321,789	58%	58%	1	0%
	T/T WATER & SEWER B&I	9000 10								
158,558	T/T WATER & SEWER B&I	9000 10A	1,902,700		1,109,908	792,792	58%	58%		0%
73,480	T/T WATER & SEWER B&I	9000 10B	881,760		514,360	367,400	58%	58%		0%
75,000	T/T W&SB&I (METER GO)	9000 10M	900,000		525,000	375,000	58%	58%		0%
25,833	T/T W&SB&I-USA YEAST P	9000 15	310,000		180,833	129,167	58%	58%		0%
	T/T WATER & SEWER CONT	9000 17								
88,209	T/T W & S CONSTRUCTION	9000 75	1,800,000		1,315,310	484,690	58%	73%	454,816	25%
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1,090,228	**TRANSFERS TO OTHER F**		**14,199,230**		**8,329,444**	**5,869,786**	**58%**	**59%**	**79,817**	**1%**
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1,090,228	**TRANSFERS**		**14,199,230**		**8,329,444**	**5,869,786**	**58%**	**59%**	**79,817**	**1%**
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1,090,228	**EXPENDITURES**		**14,199,230**		**8,329,444**	**5,869,786**	**58%**	**59%**	**79,817**	**1%**
			CITY OF HATTIESBURG							
	011660 - WATER & SEWER-CUST.ACCT.DIV.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	DEPR. EXPENSE - METERS	6800								
	CASH OVERAGE/SHORTAGE	6819								
146	BANK SERV/TRF FEE	6832	2,400		1,006	1,394	58%	42%	(675)	-28%
	REFUNDS	6835								
1,384	WATER RELATED REFUND	6835 WTR	18,000		9,642	8,358	58%	54%	(1,471)	-8%
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1,384	**REFUNDS**		**18,000**		**9,642**	**8,358**	**58%**	**54%**	**(1,471)**	**-8%**
	NSF CHECKS	6836								
	BAD DEBT EXPENSE	6837								
84	BANK NSF FEES	6838	2,000		294	1,706	58%	15%	(1,496)	-75%
	OTHER INCOME EXPENSE	6839								

1,615	**OTHER SERVICES & CHA**		**22,400**		**10,942**	**11,458**	**58%**	**49%**	**(3,642)**	**-16%**
1,615	**OTHER SERVICES & CHAR**		**22,400**		**10,942**	**11,458**	**58%**	**49%**	**(3,642)**	**-16%**
1,615	**EXPENDITURES**		**22,400**		**10,942**	**11,458**	**58%**	**49%**	**(3,642)**	**-16%**
			CITY OF HATTIESBURG							
	012452 - 1999 TAX INCRE B&I-GENOBLIGA		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
	OTHER SERVICES & CHA									
	OTHER SERVICES & CHAR									
	_____									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020	55,000		55,000		58%	100%	39,285	71%
	BONDS REDEEMED		**55,000**		**55,000**		**58%**	**100%**	**39,285**	**71%**
	INTEREST ON BONDS									
	IND/ECON DEV ISSUES	8120	9,200		9,188	13	58%	100%	6,551	71%
	INTEREST ON BONDS		**9,200**		**9,188**	**13**	**58%**	**100%**	**6,551**	**71%**
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	2,000		1,740	260	58%	87%	983	49%
	PAYING AGENT FEES		**2,000**		**1,740**	**260**	**58%**	**87%**	**983**	**49%**
	DEBT SERVICE		**66,200**		**65,928**	**273**	**58%**	**100%**	**46,819**	**71%**
	EXPENDITURES		**66,200**		**65,928**	**273**	**58%**	**100%**	**46,819**	**71%**
			CITY OF HATTIESBURG							
	013450 - CITY B&I-GENERAL OBLIGATIONS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	INTERGOV'TL-DEBT SERV									
	P&I-FORREST CTY(KOHLER	6455	88,259		73,549	14,710	58%	83%	37,825	43%
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	INTERGOV'TL-DEBT SER		**88,259**		**73,549**	**14,710**	**58%**	**83%**	**37,825**	**43%**
	OTHER SERVICES & CHARGE									
1,107	PROP.TAX COLL. FEES .0	6830	14,000		6,450	7,550	58%	46%	(2,943)	-21%
167	PROP.TAX COLL. FEES.00	6831	14,500		11,552	2,948	58%	80%	5,303	37%
	BANK SERV/TRF FEE	6832								
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1,274	**OTHER SERVICES & CHA**		**28,500**		**18,002**	**10,498**	**58%**	**63%**	**2,360**	**8%**
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1,274	**OTHER SERVICES & CHAR**		**116,759**		**91,551**	**25,208**	**58%**	**78%**	**40,185**	**34%**
	_____									
	BONDS REDEEMED									
	GENERAL ISSUES	8000	2,255,000		2,165,000	90,000	58%	96%	1,456,428	65%
	IND/ECON DEV ISSUES	8020	400,000		380,253	19,747	58%	95%	251,862	63%
	5 YEAR NOTE PRINCIPAL	8021	635,730		314,716	321,014	58%	50%	(96,217)	-15%
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	BONDS REDEEMED		**3,290,730**		**2,859,969**	**430,761**	**58%**	**87%**	**1,612,074**	**49%**
	INTEREST ON BONDS									
104,294	GENERAL ISSUES	8100	582,113		411,688	170,426	58%	71%	123,638	21%
	IND/ECON DEV ISSUES	8120	30,000		898	29,102	58%	3%	(28,460)	-95%
	5 YEAR NOTE INTEREST	8121	24,500		14,351	10,149	58%	59%	101	0%
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104,294	**INTEREST ON BONDS**		**636,613**		**426,937**	**209,676**	**58%**	**67%**	**95,279**	**15%**
	PAYING AGENT FEES									
	GENERAL ISSUES	8400	15,000		9,365	5,635	58%	62%	1,054	7%
	IND/ECON DEV ISSUES	8420								
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	PAYING AGENT FEES		**15,000**		**9,365**	**5,635**	**58%**	**62%**	**1,054**	**7%**
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104,294	**DEBT SERVICE**		**3,942,343**		**3,296,271**	**646,072**	**58%**	**84%**	**1,708,407**	**43%**
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105,567	**EXPENDITURES**		**4,059,102**		**3,387,822**	**671,280**	**58%**	**83%**	**1,748,593**	**43%**
			CITY OF HATTIESBURG							
	014599 - SCHOOL FUND-MISC.CHARGES		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	

ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
7,757	PROP.TAX COLL. FEES .0	6830			44,002	(44,002)			75,432	
1,107	PROP.TAX COLL. FEES.00	6831			78,211	(78,211)			134,076	
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8,864	**OTHER SERVICES & CHA**				**122,213**	**(122,213)**			**209,508**	
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8,864	**OTHER SERVICES & CHAR**				**122,213**	**(122,213)**			**209,508**	
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8,864	**EXPENDITURES**				**122,213**	**(122,213)**			**209,508**	
			CITY OF HATTIESBURG							
	015451 - W&S B&I USA YEAST-REVOBLIGA		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	BONDS REDEEMED									
	REVENUE ISSUES	8010	385,000			385,000	58%	0%	(385,000)	-100%
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	BONDS REDEEMED		**385,000**			**385,000**	**58%**	**0%**	**(385,000)**	**-100%**
	INTEREST ON BONDS									
	REVENUE ISSUES	8110	23,100		11,550	11,550	58%	50%	(3,300)	-14%
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	INTEREST ON BONDS		**23,100**		**11,550**	**11,550**	**58%**	**50%**	**(3,300)**	**-14%**
	PAYING AGENT FEES									
	REVENUE ISSUES	8410	5,000			5,000	58%	0%	(5,000)	-100%
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	PAYING AGENT FEES		**5,000**			**5,000**	**58%**	**0%**	**(5,000)**	**-100%**
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	DEBT SERVICE		**413,100**		**11,550**	**401,550**	**58%**	**3%**	**(393,300)**	**-95%**
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	EXPENDITURES		**413,100**		**11,550**	**401,550**	**58%**	**3%**	**(393,300)**	**-95%**
			CITY OF HATTIESBURG							
	018701 - P&FD&R-TRUST AND AGENCY		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%

	_____									
	_____									
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010								
5,808	OTHER PROFESSIONAL SER	6049			28,702	(28,702)			49,203	
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5,808	**PROFESSIONAL SERVICE**				**28,702**	**(28,702)**			**49,203**	
	OTHER SERVICES & CHANGE									
219,790	PENSION EXPENSE	6825			2,216,601	(2,216,601)			3,799,887	
608	PROP.TAX COLL. FEES .0	6830			3,690	(3,690)			6,325	
88	PROP.TAX COLL. FEES.00	6831			6,308	(6,308)			10,813	
	REFUNDS	6835								
	PFDR ACC. CONTRI. REF	6835 PFDR								
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	REFUNDS									
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220,487	**OTHER SERVICES & CHA**				**2,226,598**	**(2,226,598)**			**3,817,024**	
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226,295	**OTHER SERVICES & CHAR**				**2,255,300**	**(2,255,300)**			**3,866,228**	
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226,295	**EXPENDITURES**				**2,255,300**	**(2,255,300)**			**3,866,228**	
			CITY OF HATTIESBURG							
	019100 - POL.FORFEITURES-POLICEDIV.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OFFICE SUPPLIES									
	OTHER EXPENDABLE OFF.S	5010								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	FOOD	5115								
	GAS AND OIL	5250								
	UNIFORMS, BADGES, ETC.	5350								
	WEARING APPAREL	5355								
	WEARING APPAREL-HURR R	5356								
	MINOR EQUIPMENT	5460								
	DISPATCHER TRNG.MATERI	5468								
	MINOR EQ-HURR.RELIEF	5471								

	OTHER OPER.MATLS-K-9 S	5590								
	OTHER OPER.MATLS-CRIME	5591	16,029		2,553	13,476	58%	16%	(11,652)	-73%
4,143	OTHER OPER.MATLS-D.A.R	5592	136,471		13,233	123,238	58%	10%	(113,786)	-83%
	OTHER OPER-NON-SWORN C	5595								
	PAINT AND PAINTING SPL	5650								
	COMMUNICATION REPAIR P	5750								
	MINOR COMPUTER EQUIP.	5800								
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4,143	**OPERATING SUPPLIES**		**152,500**		**15,786**	**136,714**	**58%**	**10%**	**(125,438)**	**-82%**
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4,143	**SUPPLIES AND EXPENSES**		**152,500**		**15,786**	**136,714**	**58%**	**10%**	**(125,438)**	**-82%**
	PROFESSIONAL SERVICES									
	METRO CRIME STOPPERS	6039	7,196			7,196	58%	0%	(7,196)	-100%
	FEES - NON-SWORN CLASS	6044								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE		**7,196**			**7,196**	**58%**	**0%**	**(7,196)**	**-100%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
771	TRAVEL EXP-M/C TRAININ	6112	6,000		5,981	19	58%	100%	4,252	71%
	TRAVEL EXP-K-9 TRAININ	6113								
	TRAVEL EXP-TELECOMMUNI	6114	4,000		3,240	760	58%	81%	1,554	39%
	TRAVEL/REG-NON SWORN P	6117								
	FREIGHT	6120								
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771	**TRANSPORTATION**		**10,000**		**9,221**	**779**	**58%**	**92%**	**5,807**	**58%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	OTHER SERVICES & CHARGE									
	EVIDENCE BUY MONEY	6817	5,000			5,000	58%	0%	(5,000)	-100%
	GRANT RELATED REFUND	6835 STATE								
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	EVIDENCE BUY MONEY		**5,000**			**5,000**	**58%**	**0%**	**(5,000)**	**-100%**

	DUES AND MEMBERSHIPS	6840	3,125		2,500	625	58%	80%	1,160	37%
	REGISTRATION FEE/TUITI	6845	1,875			1,875	58%	0%	(1,875)	-100%
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	OTHER SERVICES & CHA		**10,000**		**2,500**	**7,500**	**58%**	**25%**	**(5,714)**	**-57%**
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771	**OTHER SERVICES & CHAR**		**27,196**		**11,721**	**15,475**	**58%**	**43%**	**(7,103)**	**-26%**
	_____									
	LAND									
	LAND	7000								
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	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	POLICE SERV CTR BLDG	7100 22								
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	BUILDINGS									
---			---	---	---	---	---	---	---	---
	BUILDING/BLD IMPROVE									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	EQUIP-HURR.RELIEF	7376								
	OTHER EQUIPMENT	7399	49,336			49,336	58%	0%	(49,336)	-100%
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	MACHINERY AND EQUIPM		**49,336**			**49,336**	**58%**	**0%**	**(49,336)**	**-100%**
	VEHICLES									
	AUTOMOBILES	7400	48,311	22,782	25,525	4	58%	53%	(4,554)	-9%
	MOTORCYCLES	7405								
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	VEHICLES		**48,311**	**22,782**	**25,525**	**4**	**58%**	**53%**	**(4,554)**	**-9%**
	OTHER									
	ZOOLOGICAL ANIMALS	7505								
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	OTHER									
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	CAPITAL OUTLAY		**97,647**	**22,782**	**25,525**	**49,340**	**58%**	**26%**	**(53,890)**	**-55%**
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4,914	**EXPENDITURES**		**277,343**	**22,782**	**53,032**	**201,529**	**58%**	**19%**	**(186,431)**	**-67%**
			CITY OF HATTIESBURG							
	020452 - 2002 TIF B&I-S/P GEN OBLIGA		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	

ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832	50		35	15	58%	70%	10	20%
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	OTHER SERVICES & CHA		**50**		**35**	**15**	**58%**	**70%**	**10**	**20%**
---			---	---	---	---	---	---	---	---
	OTHER SERVICES & CHAR		**50**		**35**	**15**	**58%**	**70%**	**10**	**20%**
	_____									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020	85,000		85,000		58%	100%	60,714	71%
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	BONDS REDEEMED		**85,000**		**85,000**		**58%**	**100%**	**60,714**	**71%**
	INTEREST ON BONDS									
	IND/ECON DEV ISSUES	8120	3,825		3,825		58%	100%	2,731	71%
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	INTEREST ON BONDS		**3,825**		**3,825**		**58%**	**100%**	**2,731**	**71%**
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	1,200		550	650	58%	46%	(256)	-21%
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	PAYING AGENT FEES		**1,200**		**550**	**650**	**58%**	**46%**	**(256)**	**-21%**
---			---	---	---	---	---	---	---	---
	DEBT SERVICE		**90,025**		**89,375**	**650**	**58%**	**99%**	**63,189**	**70%**
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	EXPENDITURES		**90,075**		**89,410**	**665**	**58%**	**99%**	**63,199**	**70%**
			CITY OF HATTIESBURG							
	021452 - 2004 TIF B&I-H/D GEN OBLIGA		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
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	OTHER SERVICES & CHA									

	OTHER SERVICES & CHAR									
	_____									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020	75,000		75,000		58%	100%	53,571	71%
	BONDS REDEEMED		**75,000**		**75,000**		**58%**	**100%**	**53,571**	**71%**
	INTEREST ON BONDS									
3,400	IND/ECON DEV ISSUES	8120	8,345		8,345		58%	100%	5,960	71%
3,400	**INTEREST ON BONDS**		**8,345**		**8,345**		**58%**	**100%**	**5,960**	**71%**
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	1,000		750	250	58%	75%	285	29%
	PAYING AGENT FEES		**1,000**		**750**	**250**	**58%**	**75%**	**285**	**29%**
3,400	**DEBT SERVICE**		**84,345**		**84,095**	**250**	**58%**	**100%**	**59,818**	**71%**
3,400	**EXPENDITURES**		**84,345**		**84,095**	**250**	**58%**	**100%**	**59,818**	**71%**
			CITY OF HATTIESBURG							
	022452 - 2003 TIF B&I-C/S GEN OBLIGA		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
	OTHER SERVICES & CHA									
	OTHER SERVICES & CHAR									
	_____									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020	95,000		40,000	55,000	58%	42%	(26,428)	-28%
	BONDS REDEEMED		**95,000**		**40,000**	**55,000**	**58%**	**42%**	**(26,428)**	**-28%**
	INTEREST ON BONDS									
	IND/ECON DEV ISSUES	8120	97,210		56,700	40,510	58%	58%	(10)	0%

	INTEREST ON BONDS		**97,210**		**56,700**	**40,510**	**58%**	**58%**	**(10)**	**0%**
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	2,000		1,000	1,000	58%	50%	(285)	-14%
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	PAYING AGENT FEES		**2,000**		**1,000**	**1,000**	**58%**	**50%**	**(285)**	**-14%**
---			---	---	---	---	---	---	---	---
	DEBT SERVICE		**194,210**		**97,700**	**96,510**	**58%**	**50%**	**(26,724)**	**-14%**
---			---	---	---	---	---	---	---	---
	EXPENDITURES		**194,210**		**97,700**	**96,510**	**58%**	**50%**	**(26,724)**	**-14%**
			CITY OF HATTIESBURG							
	022500 - '03 TIF B&I-C/S-TRANSFERS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 01								
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	TRANSFERS TO OTHER F									
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	TRANSFERS									
---			---	---	---	---	---	---	---	---
	EXPENDITURES									
			CITY OF HATTIESBURG							
	023452 - 2007 TIF B&I-T/C GEN OBLIGA		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	_____									

	BONDS REDEEMED									
30,000	IND/ECON DEV ISSUES	8020	285,000		30,000	255,000	58%	11%	(233,571)	-82%
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30,000	**BONDS REDEEMED**		**285,000**		**30,000**	**255,000**	**58%**	**11%**	**(233,571)**	**-82%**
	INTEREST ON BONDS									
21,016	IND/ECON DEV ISSUES	8120	149,776		21,016	128,760	58%	14%	(113,748)	-76%
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21,016	**INTEREST ON BONDS**		**149,776**		**21,016**	**128,760**	**58%**	**14%**	**(113,748)**	**-76%**
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	5,000			5,000	58%	0%	(5,000)	-100%
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	PAYING AGENT FEES		**5,000**			**5,000**	**58%**	**0%**	**(5,000)**	**-100%**
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51,016	**DEBT SERVICE**		**439,776**		**51,016**	**388,760**	**58%**	**12%**	**(352,320)**	**-80%**
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51,016	**EXPENDITURES**		**439,776**		**51,016**	**388,760**	**58%**	**12%**	**(352,320)**	**-80%**
			CITY OF HATTIESBURG							
	024452 - 2008 TIF B&I-L/C GEN OBLIGA		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
---			---	---	---	---	---	---	---	---
	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	_____									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020	35,000		35,000		58%	100%	25,000	71%
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	BONDS REDEEMED		**35,000**		**35,000**		**58%**	**100%**	**25,000**	**71%**
	INTEREST ON BONDS									
	IND/ECON DEV ISSUES	8120	19,400		19,400		58%	100%	13,856	71%
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	INTEREST ON BONDS		**19,400**		**19,400**		**58%**	**100%**	**13,856**	**71%**
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	1,000		850	150	58%	85%	456	46%

	PAYING AGENT FEES		**1,000**		**850**	**150**	**58%**	**85%**	**456**	**46%**
	DEBT SERVICE		**55,400**		**55,250**	**150**	**58%**	**100%**	**39,314**	**71%**
	EXPENDITURES		**55,400**		**55,250**	**150**	**58%**	**100%**	**39,314**	**71%**
			CITY OF HATTIESBURG							
	025452 - 2011 TIF B&I-KOHLS GENOBLIGA		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
	OTHER SERVICES & CHA									
	OTHER SERVICES & CHAR									
	_____									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020	60,000			60,000	58%	0%	(60,000)	-100%
	BONDS REDEEMED		**60,000**			**60,000**	**58%**	**0%**	**(60,000)**	**-100%**
	INTEREST ON BONDS									
	IND/ECON DEV ISSUES	8120	32,000		16,000	16,000	58%	50%	(4,571)	-14%
	INTEREST ON BONDS		**32,000**		**16,000**	**16,000**	**58%**	**50%**	**(4,571)**	**-14%**
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	2,000		1,940	60	58%	97%	1,325	66%
	PAYING AGENT FEES		**2,000**		**1,940**	**60**	**58%**	**97%**	**1,325**	**66%**
	DEBT SERVICE		**94,000**		**17,940**	**76,060**	**58%**	**19%**	**(63,245)**	**-67%**
	EXPENDITURES		**94,000**		**17,940**	**76,060**	**58%**	**19%**	**(63,245)**	**-67%**
			CITY OF HATTIESBURG							
	027500 - TAX COLLECTOR'S-TRANSFERS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
(4,741)	T/T GENERAL FUND	9000 01			11,124,922	(11,124,922)			19,071,295	
	T/T GENERAL FD-C.C. FE	9000 01CC								
	T/T GENERAL FD-EXCESS	9000 01EB								
	T/T GENERAL FD-CHKG IN	9000 01ICH	K							
19,019	T/T GENERAL FD-INT/PEN	9000 01IP			124,878	(124,878)			214,076	
15,935	T/T PARKS & RECERATION	9000 02			709,396	(709,396)			1,216,107	
15,520	T/T LIBRARY	9000 04			690,905	(690,905)			1,184,408	
68,300	T/T 1999 TAX INCRE B&I	9000 12			68,300	(68,300)			117,085	
55,664	T/T CITY B & I	9000 13			2,482,680	(2,482,680)			4,256,023	
335,329	T/T SCHOOL FUND	9000 14			14,535,024	(14,535,024)			24,917,184	
46,068	T/T SCHOOL-1988 SCH.BO	9000 14SB			1,958,356	(1,958,356)			3,357,181	
29,971	T/T POL/FIRE DIS./RELI	9000 18			1,364,588	(1,364,588)			2,339,293	
	T/T 2002 TIF B&I-SP	9000 20								
57,051	T/T 2004 TIF B&I-HD	9000 21			57,051	(57,051)			97,801	
	T/T 2003 TIF B&I-CS	9000 22								
	T/T 2007 TIF B&I-TC	9000 23								
67,533	T/T 2008 TIF B&I-LC	9000 24			67,533	(67,533)			115,771	
68,410	T/T 2011 TIF B&I-TC KO	9000 25			68,410	(68,410)			117,274	
3,963	T/T MASS TRANSIT OPER.	9000 73			176,555	(176,555)			302,665	
	T/T 2008 TIF CONSTR-LC	9000 90								
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778,020	**TRANSFERS TO OTHER F**				**33,428,598**	**(33,428,598)**			**57,306,168**	
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778,020	**TRANSFERS**				**33,428,598**	**(33,428,598)**			**57,306,168**	
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778,020	**EXPENDITURES**				**33,428,598**	**(33,428,598)**			**57,306,168**	
			CITY OF HATTIESBURG							
	039551 - AIRPORT IMPR.-AIRPORTDIV		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
	REGULAR WAGES	4000								
	OVERTIME	4300								

	SALARIES									
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600								
	F.I.C.A. TAXES	4700								
	HOSPITALIZATION INS.	4800								
	EMPLOYEE BENEFITS									
	PERSONAL SERVICES									
	OPERATING SUPPLIES									
	GAS AND OIL	5250								
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
	OPERATING SUPPLIES									
	REPAIR & MAINTENANCE SP									
	PLUMBING SUPPLIES	5610								
	PAINT AND PAINTING SPL	5650								
	OTHER REPAIR/MAINT. SP	5990								
	REPAIR & MAINTENANCE									
	SUPPLIES AND EXPENSES									
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	LEGAL	6025								
	PROFESSIONAL SERVICE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	STREETS & STRUCTURES R	6360								
	DISINFECT./EXTERMINATI	6394								
	OTHER REPAIRS AND MAIN	6399								
	AUTOMOTIVE EQ. RENT	6415								
	OTHER RENT	6449								
	REPR/MAINT-OUTSIDE L									
	OTHER SERVICES & CHAR									
	IMPROVEMENT OTHER THAN									

	STREETS & ROADWAYS	7230								
	STREET LIGHTING	7235								
	LIGHTING SYSTEM	7236								
	OTHER IMPROVEMENTS	7295								
	AIRPORT SIGN	7295 01								
4,603	AIRPORT IMP-FAA	7295 02	1,437,993		240,709	1,197,284	58%	17%	(1,025,349)	-71%
	MDOT-MULTIMODAL	7295 06								
	MISC.OTHER IMPROVEMEN	7295 99	11,000		11,000		58%	100%	7,856	71%
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4,603	**OTHER IMPROVEMENTS**		**1,448,993**		**251,709**	**1,197,284**	**58%**	**17%**	**(1,017,492)**	**-70%**
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4,603	**IMPROVEMENT OTHER TH**		**1,448,993**		**251,709**	**1,197,284**	**58%**	**17%**	**(1,017,492)**	**-70%**
	MACHINERY AND EQUIPMENT									
	DATA PROCESSING EQUIP.	7327								
	AGRICULTURAL EQUIPMENT	7335								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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4,603	**CAPITAL OUTLAY**		**1,448,993**		**251,709**	**1,197,284**	**58%**	**17%**	**(1,017,492)**	**-70%**
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4,603	**EXPENDITURES**		**1,448,993**		**251,709**	**1,197,284**	**58%**	**17%**	**(1,017,492)**	**-70%**
			CITY OF HATTIESBURG							
	050602 - 2009 RFDG BONDS-ISSUEEXP		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	INSURANCE									
	OTHER INSURANCE	6299								
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	INSURANCE									
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	OTHER SERVICES & CHAR									

	_____									
	BONDS REDEEMED									
	GENERAL ISSUES	8000								
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	BONDS REDEEMED									
	INTEREST ON BONDS									
	GENERAL ISSUES	8100								
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	INTEREST ON BONDS									
	PAYING AGENT FEES									
	GENERAL ISSUES	8400								
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	PAYING AGENT FEES									
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	DEBT SERVICE									
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	EXPENDITURES									
			CITY OF HATTIESBURG							
	072201 - MUN.ROAD&BRIDGE-STREETDIV		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OPERATING SUPPLIES									
	CHEMICALS	5130								
11,868	ASPHALT & ASPHALT PROD	5400	150,000	24,000	44,518	81,482	58%	30%	(73,683)	-49%
	CONCRETE, CEMENT, ETC.	5405	25,000		2,215	22,785	58%	9%	(21,203)	-85%
	BRICK,STONE,MORTAR,ETC	5410	25,000			25,000	58%	0%	(25,000)	-100%
	SAND,CLAY,GRVL,FILL DI	5415	10,000			10,000	58%	0%	(10,000)	-100%
	DRAINAGE PIPE & CULVER	5420	15,000		983	14,018	58%	7%	(13,315)	-89%
	MINOR EQUIPMENT	5460								
	STREET MARKING SUPPLIE	5550								
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11,868	**OPERATING SUPPLIES**		**225,000**	**24,000**	**47,716**	**153,284**	**58%**	**21%**	**(143,200)**	**-64%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	PLUMBING SUPPLIES	5610								
	STRUCTURAL STEEL & IRO	5620								
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	REPAIR & MAINTENANCE									
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11,868	**SUPPLIES AND EXPENSES**		**225,000**	**24,000**	**47,716**	**153,284**	**58%**	**21%**	**(143,200)**	**-64%**
	PROFESSIONAL SERVICES									
25,312	ENGINEERING	6015	261,340		211,394	49,946	58%	81%	101,049	39%
925	APPRAISAL	6017	20,075		20,075		58%	100%	14,339	71%
	LEGAL	6025	25,719		25,713	6	58%	100%	18,360	71%
65	OTHER PROFESSIONAL SER	6049	18,856		4,165	14,691	58%	22%	(11,716)	-62%
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26,302	**PROFESSIONAL SERVICE**		**325,990**		**261,347**	**64,643**	**58%**	**80%**	**122,033**	**37%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
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	TRANSPORTATION									
	REPR/MAINT-OUTSIDE LABO									
3,430	STREETS & STRUCTURES R	6360	313,650		299,138	14,512	58%	95%	199,158	63%
	MINOR EQUIPMENT R&M	6382								
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3,430	**REPR/MAINT-OUTSIDE L**		**313,650**		**299,138**	**14,512**	**58%**	**95%**	**199,158**	**63%**
	RENTALS									
13,504	MACHINERY RENT	6420	68,000		60,564	7,436	58%	89%	35,824	53%
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13,504	**RENTALS**		**68,000**		**60,564**	**7,436**	**58%**	**89%**	**35,824**	**53%**
	OTHER SERVICES & CHARGE									
5	BANK SERV/TRF FEE	6832	10		35	(25)	58%	350%	50	500%
	8/29 TIPPING FEES	6880								
	8/29 TIPPING-PW7311	6880 01								
	8/29 TIPPING-PW8157	6880 02								
	8/29 TIPPING-PW7711	6880 03								
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	8/29 TIPPING FEES									
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5	**OTHER SERVICES & CHA**		**10**		**35**	**(25)**	**58%**	**350%**	**50**	**500%**
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43,241	**OTHER SERVICES & CHAR**		**707,650**		**621,085**	**86,565**	**58%**	**88%**	**357,066**	**50%**
	LAND									
4,500	LAND	7000	295,500		8,775	286,725	58%	3%	(280,456)	-95%
	EASEMENTS	7010								
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4,500	**LAND**		**295,500**		**8,775**	**286,725**	**58%**	**3%**	**(280,456)**	**-95%**
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	MOBILE ST (CDBG)	7215 14								
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	DRAINS									
	SIDEWALKS	7225			291	(291)			499	
	SIDEWALKS	7225 01	107,388	3,925	6,846	96,617	58%	6%	(95,652)	-89%
250	SIDEWALKS-MDOT-SCHOOL	7225 02	262,000		5,697	256,303	58%	2%	(252,233)	-96%
2,106	SIDEWALKS-LONG LEAF T	7225 03	123,003		56,358	66,645	58%	46%	(26,389)	-21%
	SIDEWALKS-HWY 49	7225 04	63,600			63,600	58%	0%	(63,600)	-100%
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2,356	**SIDEWALKS**		**555,991**	**3,925**	**69,193**	**482,873**	**58%**	**12%**	**(437,374)**	**-79%**
	STREETS & ROADWAYS	7230								
	INDUSTRIAL PARK ROADS	7230 02								
	WESTERN BELTWAY	7230 03	475,000		65,010	409,990	58%	14%	(363,554)	-77%
	NORTH-SOUTH CORRIDOR-	7230 04								
317	RAILROAD CROSSING UPG	7230 05	5,000		2,221	2,779	58%	44%	(1,192)	-24%
4,960	BIKE LANES	7230 06	53,000	23,946	28,859	196	58%	54%	(3,527)	-7%
	MDOT-4TH ST PHASE I	7230 08	3,388,425		1,456	3,386,969	58%	0%	(3,385,929)	-100%
	MDOT-4TH ST PHASE II	7230 09	885,000			885,000	58%	0%	(885,000)	-100%
	MDOT-FUTURE PROJECT	7230 10								
	E.4TH STREET	7230 11								
	LAKEVIEW BRIDGE NORTH	7230 21								
	LAKEVIEW BRIDGE SOUTH	7230 22								
	FORREST STREET BRIDGE	7230 24								
35,099	CTRY.CLUB RD. INTERSE	7230 25	375,000		36,157	338,843	58%	10%	(313,016)	-83%
	TATUM BLVD.IMPROVEMEN	7230 26								
	DOWNTOWN STREET IMPRO	7230 27	443,456		91,778	351,679	58%	21%	(286,122)	-65%
	WEATHERSBY-S US HWY 9	7230 28								
	MAMIE ST RELOCATION	7230 34								
	MDOT-B'WAY,MOBILE TE	7230 39	725,000			725,000	58%	0%	(725,000)	-100%
	MDOT-34TH AVE TE	7230 40	141,247			141,247	58%	0%	(141,247)	-100%
	MCLEOD ST BRIDGE	7230 41								
	BROAD ST BRIDGE	7230 42								
	HARDY WIDENING #1-MDO	7230 48								
	RAWLS SPGS LOOP RD	7230 50								
	MDOT-LLT-US 49 TO MAI	7230 51	961,000			961,000	58%	0%	(961,000)	-100%
454,368	HARDY WIDENING #2-MDO	7230 52	570,000		566,417	3,583	58%	99%	401,000	70%
	ARRA-W PINE-B'WAY TO	7230 53								
	CORRIDOR/INTERSECT.IM	7230 75		945		(945)				
	CHAUVET SQUARE PROJEC	7230 81								
	OTHER STREET IMPR.	7230 99	50,000			50,000	58%	0%	(50,000)	-100%
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494,745	**STREETS & ROADWAYS**		**8,072,128**	**24,891**	**791,897**	**7,255,341**	**58%**	**10%**	**(6,714,590)**	**-83%**
	OTHER IMPROVEMENTS	7295								
	TRAF.SIGNAL UPGRADE-I	7295 28	144,400		136,284	8,116	58%	94%	89,229	62%
	TRAF.SIGNAL-SOUTHERN	7295 29								
	TRAF.SIGNAL-TATUM/BON	7295 41	176,566			176,566	58%	0%	(176,566)	-100%

	OTHER IMPROVEMENTS		**320,966**		**136,284**	**184,682**	**58%**	**42%**	**(87,336)**	**-27%**
497,101	**IMPROVEMENT OTHER TH**		**8,949,085**	**28,816**	**997,374**	**7,922,895**	**58%**	**11%**	**(7,239,301)**	**-81%**
	MACHINERY AND EQUIPMENT									
	AGRICULTURAL EQUIPMENT	7335								
	CONSTRUCTION EQUIPMENT	7345								
	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	DUMP TRUCKS	7440								
	SPECIAL TRUCKS	7450								
	VEHICLES									
501,601	**CAPITAL OUTLAY**		**9,244,585**	**28,816**	**1,006,149**	**8,209,620**	**58%**	**11%**	**(7,519,757)**	**-81%**
556,710	**EXPENDITURES**		**10,177,235**	**52,816**	**1,674,949**	**8,449,470**	**58%**	**16%**	**(7,305,894)**	**-72%**

CITY OF HATTIESBURG
072460 - MUN.R&B FUND-CAPITAL LEASES
EXPENDITURE REPORT
7 Months Ending 04/30/13

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	CAPITAL LEASE PAYMENTS									
1,108	TRACTOR LEASE '11	8512	13,273		7,689	5,584	58%	58%	(92)	-1%
919	BACKHOE LEASE '11	8514	11,020		6,390	4,630	58%	58%	(65)	-1%
2,027	**CAPITAL LEASE PAYMEN**		**24,293**		**14,079**	**10,214**	**58%**	**58%**	**(157)**	**-1%**
	INTEREST ON CAPITAL LEA									
305	TRACTOR LEASE '11	8612	3,676		2,198	1,478	58%	60%	92	3%
167	BACKHOE LEASE '11	8614	2,014		1,213	801	58%	60%	65	3%
472	**INTEREST ON CAPITAL**		**5,690**		**3,411**	**2,279**	**58%**	**60%**	**157**	**3%**
2,499	**DEBT SERVICE**		**29,983**		**17,490**	**12,493**	**58%**	**58%**		**0%**
2,499	**EXPENDITURES**		**29,983**		**17,490**	**12,493**	**58%**	**58%**		**0%**

CITY OF HATTIESBURG

	072500 - MUN.ROAD&BRIDGE-TRANSFERS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 01								
	T/T SPECIAL STREET	9000 08								
	T/T COMMUNITY DEVELOPM	9000 82								
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	TRANSFERS TO OTHER F									
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	TRANSFERS									
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	EXPENDITURES									
			CITY OF HATTIESBURG							
	073570 - MASS TRANSIT-TRANSPORTATION		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
25,646	REGULAR WAGES	4000	355,859		192,762	163,097	58%	54%	(25,410)	-7%
	DISASTER RECOVERY WAGE	4010			101	(101)			172	
2,181	OVERTIME	4300	50,000		21,102	28,898	58%	42%	(13,824)	-28%
	DISASTER RECOVERY OVER	4310								
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27,826	**SALARIES**		**405,859**		**213,965**	**191,894**	**58%**	**53%**	**(39,062)**	**-10%**
	EMPLOYEE BENEFITS									
3,968	STATE RETIREMENT	4600	57,880		30,528	27,352	58%	53%	(5,546)	-10%
2,033	F.I.C.A. TAXES	4700	31,065		15,712	15,353	58%	51%	(4,129)	-13%
5,432	HOSPITALIZATION INS.	4800	78,300		37,607	40,693	58%	48%	(13,831)	-18%
	UNEMPLOYMENT BENEFITS	4900	1,200		748	452	58%	62%	82	7%
	WORKMAN'S COMPENSATION	4910	16,480			16,480	58%	0%	(16,480)	-100%
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11,433	**EMPLOYEE BENEFITS**		**184,925**		**84,594**	**100,331**	**58%**	**46%**	**(39,906)**	**-22%**
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39,259	**PERSONAL SERVICES**		**590,784**		**298,559**	**292,225**	**58%**	**51%**	**(78,968)**	**-13%**

	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
(19)	OTHER EXPENDABLE OFF.S	5010	2,500		559	1,941	58%	22%	(1,541)	-62%
30	MINOR OFFICE EQUIP/FUR	5020	2,800		330	2,470	58%	12%	(2,234)	-80%
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080	1,000			1,000	58%	0%	(1,000)	-100%
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10	**OFFICE SUPPLIES**		**6,300**		**888**	**5,412**	**58%**	**14%**	**(4,777)**	**-76%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	1,800		1,594	206	58%	89%	932	52%
	FOOD	5115								
	MEDICAL SUPPLIES	5120	200			200	58%	0%	(200)	-100%
	CHEMICALS	5130	500		251	249	58%	50%	(69)	-14%
334	GAS AND OIL	5250	25,000		4,037	20,963	58%	16%	(18,079)	-72%
	LUBRICANTS	5255	500		380	120	58%	76%	151	30%
10,829	DIESEL FUEL	5257	130,000		67,937	62,063	58%	52%	(13,536)	-10%
	OTHER FUEL	5260								
	WEARING APPAREL	5355	1,500		368	1,133	58%	25%	(868)	-58%
	CONCRETE, CEMENT, ETC.	5405								
	SAND,CLAY,GRVL,FILL DI	5415								
	HAND TOOLS	5450	500			500	58%	0%	(500)	-100%
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590	2,000			2,000	58%	0%	(2,000)	-100%
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11,163	**OPERATING SUPPLIES**		**162,000**		**74,566**	**87,434**	**58%**	**46%**	**(34,172)**	**-21%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	1,000	140		860	58%	0%	(1,000)	-100%
	ELECTRICAL SUPPLIES	5605	500		101	399	58%	20%	(327)	-65%
	PLUMBING SUPPLIES	5610	500			500	58%	0%	(500)	-100%
	PAINT AND PAINTING SPL	5650	300			300	58%	0%	(300)	-100%
49	MTR VEHICLE REP. PTS/S	5700	1,200	149	975	76	58%	81%	471	39%
	REPAIR PARTS - BUSES	5710			35,198	(35,198)			60,339	
3,872	REPAIR PARTS - FIXED R	5710 01	46,000	3,185	9,129	33,687	58%	20%	(30,350)	-66%
1,555	REPAIR PARTS - PARATRA	5710 02	4,000		2,960	1,040	58%	74%	1,074	27%
	COMMUNICATION REPAIR P	5750	500			500	58%	0%	(500)	-100%
	AGRICLTRL REPAIR PTS/S	5755								
27	OTHER REPAIR/MAINT. SP	5990	2,000		620	1,380	58%	31%	(936)	-47%
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5,503	**REPAIR & MAINTENANCE**		**56,000**	**3,474**	**48,982**	**3,544**	**58%**	**87%**	**27,968**	**50%**
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16,676	**SUPPLIES AND EXPENSES**		**224,300**	**3,474**	**124,437**	**96,390**	**58%**	**55%**	**(10,979)**	**-5%**

	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010								
	CONSULTANT SERV/SURVEY	6020								
	BUILDING/BUS SECURITY	6021	4,000	470	240	3,290	58%	6%	(3,588)	-90%
	MEDICAL	6027								
345	OTHER PROFESSIONAL SER	6049	4,000		2,415	1,585	58%	60%	140	4%
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345	**PROFESSIONAL SERVICE**		**8,000**	**470**	**2,655**	**4,875**	**58%**	**33%**	**(3,448)**	**-43%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	1,000		443	557	58%	44%	(240)	-24%
	POSTAGE	6070	200			200	58%	0%	(200)	-100%
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	COMMUNICATIONS		**1,200**		**443**	**757**	**58%**	**37%**	**(440)**	**-37%**
	TRANSPORTATION									
(102)	TRAVEL EXPENSE	6110	7,000		2,956	4,044	58%	42%	(1,932)	-28%
	FREIGHT	6120	50			50	58%	0%	(50)	-100%
	MESSENGER/EXPRESS SERV	6130								
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(102)	**TRANSPORTATION**		**7,050**		**2,956**	**4,094**	**58%**	**42%**	**(1,982)**	**-28%**
	ADVERTISING									
	ADVERTISING	6150	900			900	58%	0%	(900)	-100%
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	ADVERTISING		**900**			**900**	**58%**	**0%**	**(900)**	**-100%**
	PRINTING AND BINDING									
	PRINTING	6200	100		38	63	58%	38%	(35)	-35%
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	PRINTING AND BINDING		**100**		**38**	**63**	**58%**	**38%**	**(35)**	**-35%**
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255	48,600		42,988	5,612	58%	88%	25,093	52%
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE		**48,600**		**42,988**	**5,612**	**58%**	**88%**	**25,093**	**52%**
	UTILITIES									
1,326	ELECTRICITY	6305	13,000		8,050	4,950	58%	62%	800	6%
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1,326	**UTILITIES**		**13,000**		**8,050**	**4,950**	**58%**	**62%**	**800**	**6%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	4,000			4,000	58%	0%	(4,000)	-100%
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	500			500	58%	0%	(500)	-100%
	FIXED EQUIPMENT R&M	6380								

	MINOR EQUIPMENT R&M	6382								
42	MOTOR VEHICLE EQ. R&M	6384	500		398	102	58%	80%	182	36%
	BUS EQUIPMENT R&M	6385			18,439	(18,439)			31,609	
3,731	BUS EQUIP R&M-FIXED RO	6385 01	61,600	2,617	7,536	51,448	58%	12%	(48,680)	-79%
589	BUS EQUIP R&M-PARATRAN	6385 02	10,000		688	9,312	58%	7%	(8,820)	-88%
	COMMUNICATION EQ. R&M	6390	2,000			2,000	58%	0%	(2,000)	-100%
	DISINFECT./EXTERMINATI	6394	200		108	92	58%	54%	(15)	-8%
	SIGN PAINTING	6396	300			300	58%	0%	(300)	-100%
	TOW IN CHARGES	6398	1,000		700	300	58%	70%	200	20%
	OTHER REPAIRS AND MAIN	6399								
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4,362	**REPR/MAINT-OUTSIDE L**		**80,100**	**2,617**	**27,868**	**49,615**	**58%**	**35%**	**(32,326)**	**-40%**
	RENTALS									
	CYLINDER RENT	6425	200		182	18	58%	91%	112	56%
176	UNIFORM RENT	6430	4,000		1,295	2,705	58%	32%	(1,780)	-45%
21	OTHER RENT	6449	500		193	307	58%	39%	(168)	-34%
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197	**RENTALS**		**4,700**		**1,670**	**3,030**	**58%**	**36%**	**(1,836)**	**-39%**
	OTHER SERVICES & CHARGE									
79	PROP.TAX COLL. FEES .0	6830	800		458	342	58%	57%	(15)	-2%
12	PROP.TAX COLL. FEES.00	6831	950		822	128	58%	87%	458	48%
	DUES AND MEMBERSHIPS	6840	500		300	200	58%	60%	14	3%
	REGISTRATION FEE/TUITI	6845	1,000			1,000	58%	0%	(1,000)	-100%
	LAUNDRY	6850								
	ARRA-OPERATIONS	6869								
	SERVICES NOT SPECIFIED	6999	3,000			3,000	58%	0%	(3,000)	-100%
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91	**OTHER SERVICES & CHA**		**6,250**		**1,580**	**4,670**	**58%**	**25%**	**(3,541)**	**-57%**
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6,219	**OTHER SERVICES & CHAR**		**169,900**	**3,087**	**88,247**	**78,566**	**58%**	**52%**	**(18,619)**	**-11%**
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	BUS SHELTERS	7100 24	32,000			32,000	58%	0%	(32,000)	-100%
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	BUILDINGS		**32,000**			**32,000**	**58%**	**0%**	**(32,000)**	**-100%**
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	BUILDING/BLD IMPROVE		**32,000**			**32,000**	**58%**	**0%**	**(32,000)**	**-100%**
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
	ARRA DEPOT INFO KIOSK	7295 53	104,000		29,500	74,500	58%	28%	(53,428)	-51%
867	ARRA IMPROVEMENTS	7295 99	234,016		17,807	216,209	58%	8%	(203,489)	-87%
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867	**OTHER IMPROVEMENTS**		**338,016**		**47,307**	**290,709**	**58%**	**14%**	**(256,918)**	**-76%**

867	**IMPROVEMENT OTHER TH**		**338,016**		**47,307**	**290,709**	**58%**	**14%**	**(256,918)**	**-76%**
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
8,877	ARRA-DP EQUIP/SOFTWARE	7328	10,207		10,086	121	58%	99%	7,083	69%
	AGRICULTURAL EQUIPMENT	7335								
	COMMUNICATION EQUIPMEN	7355								
	ARRA-COMMUNICATION EQU	7356	35,000	34,450		550	58%	0%	(35,000)	-100%
	ARRA-GPS EQUIPMENT	7357	6,750			6,750	58%	0%	(6,750)	-100%
	MAJOR EQUIP. IMPROVEME	7390								
	OTHER EQUIPMENT	7399								
8,877	**MACHINERY AND EQUIPM**		**51,957**	**34,450**	**10,086**	**7,421**	**58%**	**19%**	**(34,666)**	**-67%**
	VEHICLES									
	AUTOMOBILES	7400	24,000	17,542		6,458	58%	0%	(24,000)	-100%
	BUSES	7410	574,655		36,119	538,536	58%	6%	(512,736)	-89%
	ARRA-TROLLEYS	7415								
	SPECIAL TRUCKS	7450								
	VEHICLES		**598,655**	**17,542**	**36,119**	**544,994**	**58%**	**6%**	**(536,736)**	**-90%**
9,744	**CAPITAL OUTLAY**		**1,020,628**	**51,992**	**93,511**	**875,125**	**58%**	**9%**	**(860,323)**	**-84%**
71,898	**EXPENDITURES**		**2,005,612**	**58,553**	**604,754**	**1,342,305**	**58%**	**30%**	**(968,891)**	**-48%**

CITY OF HATTIESBURG
075695 - W&S CONSTR.-CAPITAL PROJECTS
EXPENDITURE REPORT
7 Months Ending 04/30/13

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OPERATING SUPPLIES									
	ASPHALT & ASPHALT PROD	5400								
	OPERATING SUPPLIES									
	SUPPLIES AND EXPENSES									
	_____									
	PROFESSIONAL SERVICES									
900	ENGINEERING	6015	1,000,000		260,814	739,186	58%	26%	(552,890)	-55%
	LEGAL	6025								

	OTHER PROFESSIONAL SER	6049	50,000			50,000	58%	0%	(50,000)	-100%
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900	**PROFESSIONAL SERVICE**		**1,050,000**		**260,814**	**789,186**	**58%**	**25%**	**(602,890)**	**-57%**
	REPR/MAINT-OUTSIDE LABO									
	STREETS & STRUCTURES R	6360								
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	REPR/MAINT-OUTSIDE L									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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900	**OTHER SERVICES & CHAR**		**1,050,000**		**260,814**	**789,186**	**58%**	**25%**	**(602,890)**	**-57%**
	_____									
	LAND									
	LAND	7000								
	EASEMENTS	7010								
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	LAND									
	IMPROVEMENT OTHER THAN									
	FENCES/RAILINGS	7212								
	SEWERS	7220								
	IRENE CHAPEL-HATTIE A	7220 02								
	IND.PARK WTR/SWR IMPR	7220 03	143,750			143,750	58%	0%	(143,750)	-100%
	MISC.SEWER SYSTEMS IM	7220 04								
	SHADOWOOD	7220 05								
	WOODHAVEN	7220 06								
	RICHBURG HILL TO I/59	7220 07								
	HWY 49 S	7220 08								
	W.HILLS GOLF CRSE SWR	7220 09								
	PCS WTR/SWR LINES	7220 10								
1,415,677	S.LAGOON IMPROVEMENTS	7220 11	5,148,000	23,814	4,085,321	1,038,865	58%	79%	1,855,407	36%
	COUNTRY CLUB SEWER	7220 13								
	HYBRID PLASTICS PROJ(	7220 14								
	PALMER'S SWR-SRF-LOAN	7220 15								
	CENTRAL SCHL RD	7220 16								
	JAMES/HWY49 SRF LOAN#	7220 18								
	I-59/JERVIS MIMS	7220 19								
	DIXIE PINE-SRF LOAN #	7220 20								
	USM PUMP STATION	7220 21								
	N.LAGOON EXPANSION	7220 26								
	S.LAGOON REPAIRS	7220 27								
	HWY 11 SOUTH SEWER	7220 29								
	USA YEAST	7220 37								

	S2-W 592 SWR W OF RAI	7220 38								
	S3-E 592 SWR E OF RAI	7220 39								
	CDBG-WIS PAK	7220 46	37,090		1,266	35,824	58%	3%	(34,919)	-94%
	LAGOON AERATORS-ARRA	7220 47								
	RAILROAD BORE	7220 48								
703,740	CDBG-USA YEAST	7220 51	7,431,200		2,516,542	4,914,658	58%	34%	(3,117,128)	-42%
	PROGRAMMED SEWER PROJ	7220 99	684,000		4,252	679,748	58%	1%	(676,711)	-99%
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2,119,417	**SEWERS**		**13,444,040**	**23,814**	**6,607,381**	**6,812,845**	**58%**	**49%**	**(2,117,100)**	**-16%**
	STREETS & ROADWAYS	7230								
	1995 W&S-PAVING	7230 01								
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	STREETS & ROADWAYS									
	WATER SYSTEMS	7245								
47,500	JAMES ST WTR PLT	7245 02	173,422		75,180	98,242	58%	43%	(44,542)	-26%
	HWY 98 WEST WTR.IMPR.	7245 03								
	WESTERN CONTAINER FIR	7245 06								
	RICHBURG HILL TO I/59	7245 07								
	RICHBURG HILL WTR.LIN	7245 14								
	RICHBURG HILL BOOSTER	7245 17								
	COUNTRY CLUB WATER	7245 18								
	RICHBURG ELEVATED TAN	7245 19								
	RAULSTON RD WATER	7245 20								
	BLC MUN.AIRPORT	7245 21								
	JMT IND.DR/JAMES ST	7245 22								
	TATUM BLVD/HWY 11	7245 23								
	CDBG-WIS PAK	7245 46								
	PROGRAMMED WATER PROJ	7245 99	200,000		3,740	196,260	58%	2%	(193,588)	-97%
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47,500	**WATER SYSTEMS**		**373,422**		**78,920**	**294,502**	**58%**	**21%**	**(238,130)**	**-64%**
	OTHER IMPROVEMENTS	7295								
	SCS PROJECT MATCH	7295 20								
	NRCS EROSION CONTROL	7295 21								
	TURTLECREEK-STORM DRA	7295 26								
	TURTLECREEK-WATER/SEW	7295 27								
38,202	TANK PAINTING/MAINT	7295 98	150,000		113,836	36,164	58%	76%	45,147	30%
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38,202	**OTHER IMPROVEMENTS**		**150,000**		**113,836**	**36,164**	**58%**	**76%**	**45,147**	**30%**
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2,205,118	**IMPROVEMENT OTHER TH**		**13,967,462**	**23,814**	**6,800,137**	**7,143,511**	**58%**	**49%**	**(2,310,084)**	**-17%**
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	PIPE	7370								
	OTHER EQUIPMENT	7399								

	MACHINERY AND EQUIPM									
2,205,118	**CAPITAL OUTLAY**		**13,967,462**	**23,814**	**6,800,137**	**7,143,511**	**58%**	**49%**	**(2,310,084)**	**-17%**
2,206,018	**EXPENDITURES**		**15,017,462**	**23,814**	**7,060,951**	**7,932,697**	**58%**	**47%**	**(2,912,974)**	**-19%**
			CITY OF HATTIESBURG							
	077650 - COMMUNITY CTR-ADMIN/GENERAL		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
22,686	REGULAR WAGES	4000	328,189		180,269	147,920	58%	55%	(19,156)	-6%
	DISASTER RECOVERY WAGE	4010			168	(168)			288	
1,340	OVERTIME	4300	15,000		9,132	5,868	58%	61%	655	4%
	DISASTER RECOVERY OVER	4310								
24,026	**SALARIES**		**343,189**		**189,569**	**153,620**	**58%**	**55%**	**(18,213)**	**-5%**
	EMPLOYEE BENEFITS									
3,426	STATE RETIREMENT	4600	48,945		27,033	21,912	58%	55%	(2,602)	-5%
1,805	F.I.C.A. TAXES	4700	26,255		14,275	11,980	58%	54%	(1,783)	-7%
5,432	HOSPITALIZATION INS.	4800	73,080		37,636	35,444	58%	51%	(8,560)	-12%
	UNEMPLOYMENT BENEFITS	4900	3,000			3,000	58%	0%	(3,000)	-100%
	WORKMAN'S COMPENSATION	4910	11,845			11,845	58%	0%	(11,845)	-100%
10,663	**EMPLOYEE BENEFITS**		**163,125**		**78,943**	**84,182**	**58%**	**48%**	**(27,793)**	**-17%**
34,689	**PERSONAL SERVICES**		**506,314**		**268,513**	**237,801**	**58%**	**53%**	**(46,006)**	**-9%**
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	1,000		532	468	58%	53%	(88)	-9%
	MINOR OFFICE EQUIP/FUR	5020	1,000			1,000	58%	0%	(1,000)	-100%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	OFFICE SUPPLIES		**2,000**		**532**	**1,468**	**58%**	**27%**	**(1,088)**	**-54%**
	OPERATING SUPPLIES									

1,452	CLEANING/JANITORIAL SP	5100	13,000		5,774	7,226	58%	44%	(3,101)	-24%
	HOUSEHOLD SUPPLIES	5110								
	FOOD	5115								
	MEDICAL SUPPLIES	5120	250			250	58%	0%	(250)	-100%
	CHEMICALS	5130								
734	GAS AND OIL	5250	11,200		4,306	6,894	58%	38%	(3,818)	-34%
	WEARING APPAREL	5355	500			500	58%	0%	(500)	-100%
	HORT./LANDSCAPING SPLY	5440	2,500		1,720	780	58%	69%	448	18%
	HAND TOOLS	5450								
352	MINOR EQUIPMENT	5460	19,000	850	1,116	17,034	58%	6%	(17,087)	-90%
	MDSE FOR RESALE	5520								
	OTHER OPERATING MATL/S	5590	1,750		275	1,475	58%	16%	(1,278)	-73%
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2,538	**OPERATING SUPPLIES**		**48,200**	**850**	**13,191**	**34,159**	**58%**	**27%**	**(25,587)**	**-53%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	3,000		233	2,767	58%	8%	(2,600)	-87%
155	ELECTRICAL SUPPLIES	5605	5,000		2,937	2,063	58%	59%	35	1%
	PLUMBING SUPPLIES	5610	3,000		72	2,928	58%	2%	(2,876)	-96%
	PAINT AND PAINTING SPL	5650	3,000			3,000	58%	0%	(3,000)	-100%
199	MTR VEHICLE REP. PTS/S	5700	2,000		591	1,409	58%	30%	(987)	-49%
5	OTHER REPAIR/MAINT. SP	5990	1,700		685	1,015	58%	40%	(525)	-31%
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359	**REPAIR & MAINTENANCE**		**17,700**		**4,518**	**13,182**	**58%**	**26%**	**(9,955)**	**-56%**
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2,898	**SUPPLIES AND EXPENSES**		**67,900**	**850**	**18,241**	**48,809**	**58%**	**27%**	**(36,629)**	**-54%**
	_____									
	PROFESSIONAL SERVICES									
	ENTERTAINMENT	6033								
94	OTHER PROFESSIONAL SER	6049	10,400		9,058	1,342	58%	87%	5,128	49%
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94	**PROFESSIONAL SERVICE**		**10,400**		**9,058**	**1,342**	**58%**	**87%**	**5,128**	**49%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	1,500		348	1,152	58%	23%	(903)	-60%
	POSTAGE	6070								
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	COMMUNICATIONS		**1,500**		**348**	**1,152**	**58%**	**23%**	**(903)**	**-60%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	500			500	58%	0%	(500)	-100%
	FREIGHT	6120	100			100	58%	0%	(100)	-100%
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	TRANSPORTATION		**600**			**600**	**58%**	**0%**	**(600)**	**-100%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
1,334	GAS	6300	25,000		8,009	16,991	58%	32%	(11,270)	-45%
4,484	ELECTRICITY	6305	84,000		33,185	50,815	58%	40%	(27,111)	-32%
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5,818	**UTILITIES**		**109,000**		**41,193**	**67,807**	**58%**	**38%**	**(38,383)**	**-35%**
	REPR/MAINT-OUTSIDE LABO									
203,775	BUILDING R&M	6350	407,800	152,810	231,615	23,375	58%	57%	(10,745)	-3%
	ELECTRICAL R&M	6355	500		275	225	58%	55%	(28)	-6%
485	PLUMBING EQUIPMENT R&M	6357	2,000		485	1,515	58%	24%	(1,168)	-58%
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370	5,000	200	1,630	3,170	58%	33%	(2,205)	-44%
	FIXED EQUIPMENT R&M	6380	23,700		21,022	2,678	58%	89%	12,337	52%
	MINOR EQUIPMENT R&M	6382	600			600	58%	0%	(600)	-100%
	MOTOR VEHICLE EQ. R&M	6384	4,000			4,000	58%	0%	(4,000)	-100%
2,148	CLEANING AND PAINTING	6392	16,000		2,748	13,252	58%	17%	(11,288)	-71%
85	DISINFECT./EXTERMINATI	6394	3,500		924	2,576	58%	26%	(1,916)	-55%
150	TOW IN CHARGES	6398	250		150	100	58%	60%	6	2%
1,320	OTHER REPAIRS AND MAIN	6399	4,000		3,308	693	58%	83%	1,671	42%
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207,963	**REPR/MAINT-OUTSIDE L**		**467,350**	**153,010**	**262,156**	**52,184**	**58%**	**56%**	**(17,939)**	**-4%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	CYLINDER RENT	6425								
220	UNIFORM RENT	6430	3,000		1,474	1,526	58%	49%	(472)	-16%
	MOP-MAT-RAG RENT	6435								
100	OTHER RENT	6449	1,500	467	283	750	58%	19%	(1,015)	-68%
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320	**RENTALS**		**4,500**	**467**	**1,757**	**2,276**	**58%**	**39%**	**(1,488)**	**-33%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845	1,000			1,000	58%	0%	(1,000)	-100%
	PAYMENTS-TOURING EVENT	6997								
	SPECIAL EVENTS EXPENDI	6998								

1,565	SERVICES NOT SPECIFIED	6999	4,000		2,150	1,850	58%	54%	(314)	-8%
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1,565	**OTHER SERVICES & CHA**		**5,000**		**2,150**	**2,850**	**58%**	**43%**	**(1,314)**	**-26%**
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215,760	**OTHER SERVICES & CHAR**		**598,350**	**153,477**	**316,663**	**128,210**	**58%**	**53%**	**(55,498)**	**-9%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	REC.CENTER (OLD YMCA)	7150 10								
	CULTURAL CTR	7150 14								
50,174	JDS COMM CTR	7150 19	133,000	4,581	50,174	78,245	58%	38%	(46,987)	-35%
	SIGLER CENTER	7150 20								
	CE ROY/5TH ST	7150 21								
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50,174	**BUILDING IMPROVEMEN**		**133,000**	**4,581**	**50,174**	**78,245**	**58%**	**38%**	**(46,987)**	**-35%**
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50,174	**BUILDING/BLD IMPROVE**		**133,000**	**4,581**	**50,174**	**78,245**	**58%**	**38%**	**(46,987)**	**-35%**
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
20,100	AUTOMOBILES	7400	22,000		20,100	1,900	58%	91%	12,456	57%
	PICK UP TRUCKS	7420								
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20,100	**VEHICLES**		**22,000**		**20,100**	**1,900**	**58%**	**91%**	**12,456**	**57%**
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70,274	**CAPITAL OUTLAY**		**155,000**	**4,581**	**70,274**	**80,145**	**58%**	**45%**	**(34,530)**	**-22%**
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323,620	**EXPENDITURES**		**1,327,564**	**158,908**	**673,690**	**494,966**	**58%**	**51%**	**(172,667)**	**-13%**
			CITY OF HATTIESBURG							
	078635 - '09 WATER METER PROJ-CIP		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%

	_____									
	_____									
	OPERATING SUPPLIES									
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405								
	BRICK,STONE,MORTAR,ETC	5410								
	DRAINAGE PIPE & CULVER	5420								
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES									
---			---	---	---	---	---	---	---	---
	SUPPLIES AND EXPENSES									
	_____									
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	CONSULTANT SERV/SURVEY	6020								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049	38,150	27,650	10,500		58%	28%	(20,150)	-53%
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	PROFESSIONAL SERVICE		**38,150**	**27,650**	**10,500**		**58%**	**28%**	**(20,150)**	**-53%**
---			---	---	---	---	---	---	---	---
	OTHER SERVICES & CHAR		**38,150**	**27,650**	**10,500**		**58%**	**28%**	**(20,150)**	**-53%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	FUTURE PROJECT	7150 18								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	MACHINERY AND EQUIPMENT									
	WATER UTILITY SOFTWARE	7329								
	HYDRANTS & METERS	7365	11,568		5,395	6,173	58%	47%	(2,319)	-20%
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	MACHINERY AND EQUIPM		**11,568**		**5,395**	**6,173**	**58%**	**47%**	**(2,319)**	**-20%**
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	CAPITAL OUTLAY		**11,568**		**5,395**	**6,173**	**58%**	**47%**	**(2,319)**	**-20%**
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	EXPENDITURES		**49,718**	**27,650**	**15,895**	**6,173**	**58%**	**32%**	**(22,469)**	**-45%**
			CITY OF HATTIESBURG							
	082285 - CDBG-ENTITLEMENTS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	

ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
11,475	REGULAR WAGES	4000	165,048		78,513	86,535	58%	48%	(30,454)	-18%
	OVERTIME	4300								
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11,475	**SALARIES**		**165,048**		**78,513**	**86,535**	**58%**	**48%**	**(30,454)**	**-18%**
	EMPLOYEE BENEFITS									
1,636	STATE RETIREMENT	4600	23,545		11,196	12,349	58%	48%	(4,352)	-18%
857	F.I.C.A. TAXES	4700	12,630		5,892	6,738	58%	47%	(2,529)	-20%
1,777	HOSPITALIZATION INS.	4800	26,100		11,685	14,415	58%	45%	(6,068)	-23%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	2,266			2,266	58%	0%	(2,266)	-100%
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4,270	**EMPLOYEE BENEFITS**		**64,541**		**28,773**	**35,768**	**58%**	**45%**	**(15,216)**	**-24%**
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15,745	**PERSONAL SERVICES**		**229,589**		**107,286**	**122,303**	**58%**	**47%**	**(45,669)**	**-20%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	700			700	58%	0%	(700)	-100%
	PRINTED FORMS	5005								
350	OTHER EXPENDABLE OFF.S	5010	1,480	215	780	485	58%	53%	(143)	-10%
520	MINOR OFFICE EQUIP/FUR	5020	520		480	40	58%	92%	303	58%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080								
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870	**OFFICE SUPPLIES**		**2,700**	**215**	**1,260**	**1,225**	**58%**	**47%**	**(540)**	**-20%**
	OPERATING SUPPLIES									
	FOOD	5115								
247	GAS AND OIL	5250	2,500		1,370	1,130	58%	55%	(151)	-6%
	LUBRICANTS	5255								
	MINOR EQUIPMENT	5460	1,700		833	867	58%	49%	(272)	-16%
	OTHER OPERATING MATL/S	5590	300		8	293	58%	3%	(286)	-95%
	OTHER OPER.MATLS-FULL	5591								
	OTHER OPER.MATLS-EMER	5592								
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247	**OPERATING SUPPLIES**		**4,500**		**2,211**	**2,289**	**58%**	**49%**	**(709)**	**-16%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	PAINT AND PAINTING SPL	5650								

17	MTR VEHICLE REP. PTS/S	5700	700		17	683	58%	2%	(671)	-96%
	MINOR COMPUTER EQUIP.	5800								
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17	**REPAIR & MAINTENANCE**		**700**		**17**	**683**	**58%**	**2%**	**(671)**	**-96%**
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1,134	**SUPPLIES AND EXPENSES**		**7,900**	**215**	**3,487**	**4,198**	**58%**	**44%**	**(1,922)**	**-24%**
	_____									
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010								
	DEMO/RELATED SER 2008-	6013								
	DEMOLITION-TARGET ARE	6013 01	69,236			69,236	58%	0%	(69,236)	-100%
	ASBESTOS REMOVAL-TARG	6013 02								
	LOT CLEARING-TARGET A	6013 03								
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	DEMO/RELATED SER 20		**69,236**			**69,236**	**58%**	**0%**	**(69,236)**	**-100%**
	CONSULTANT SERV/SURVEY	6020								
	OTHER PROFESSIONAL SER	6049								
29,523	COMM.HOUSING DEV. ORG	6049 03	299,319		120,651	178,668	58%	40%	(92,488)	-31%
	DOWNTOWN LIGHTING	6049 04								
	RECORDING FEES	6049 06	100			100	58%	0%	(100)	-100%
	ADP LOAN PROGRAM	6049 07								
	ENVIRONMENTAL STUDY	6049 08	3,000			3,000	58%	0%	(3,000)	-100%
	CAPITAL IMPROVEMENT P	6049 09								
	PUB.SERV.GRANT EXPENS	6049 10	65,000		31,692	33,308	58%	49%	(10,671)	-16%
	NEIGHBORHOOD GRANT EX	6049 11								
	ENGR-DRAINAGE CDBG	6049 12								
	DEMOLITION 1999-2007	6049 13								
6,000	FACADE IMPR.PROGRAM	6049 14	45,000		8,000	37,000	58%	18%	(31,285)	-70%
	PLANNING	6049 15								
	HABITAT PROGRAM	6049 16								
	PRVO EXPENDITURE	6049 17								
	EATON SCHOOL	6049 18								
	HOME BUYERS' EDUCATIO	6049 19								
	EARLY WARNING ALERT P	6049 20								
650	RELOCATION	6049 21	21,864		6,500	15,364	58%	30%	(10,720)	-49%
774	LEAD TESTING/ABATEMEN	6049 22	20,000		3,955	16,045	58%	20%	(13,220)	-66%
65	ASBESTOS TESTING/ABAT	6049 23	5,000		65	4,935	58%	1%	(4,888)	-98%
	OTHER	6049 99								
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37,011	**OTHER PROFESSIONAL**		**459,283**		**170,864**	**288,419**	**58%**	**37%**	**(166,373)**	**-36%**
---			---	---	---	---	---	---	---	---
37,011	**PROFESSIONAL SERVICE**		**528,519**		**170,864**	**357,655**	**58%**	**32%**	**(235,609)**	**-45%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	450		192	258	58%	43%	(121)	-27%

	COMMUNICATIONS		**450**		**192**	**258**	**58%**	**43%**	**(121)**	**-27%**
	TRANSPORTATION									
378	TRAVEL EXPENSE	6110	7,000		1,305	5,695	58%	19%	(4,763)	-68%
	MESSENGER/EXPRESS SERV	6130	200		44	156	58%	22%	(124)	-62%
378	**TRANSPORTATION**		**7,200**		**1,349**	**5,851**	**58%**	**19%**	**(4,887)**	**-68%**
	ADVERTISING									
	ADVERTISING	6150	2,000		365	1,635	58%	18%	(1,374)	-69%
	ADVERTISING		**2,000**		**365**	**1,635**	**58%**	**18%**	**(1,374)**	**-69%**
	PRINTING AND BINDING									
	PRINTING-GRANT RELATED	6202								
	FILM PROCESSING	6240	350			350	58%	0%	(350)	-100%
	PRINTING AND BINDING		**350**			**350**	**58%**	**0%**	**(350)**	**-100%**
	REPR/MAINT-OUTSIDE LABO									
187	OFFICE EQUIPMENT R&M	6365	1,000		579	421	58%	58%	(7)	-1%
	MOTOR VEHICLE EQ. R&M	6384	500			500	58%	0%	(500)	-100%
187	**REPR/MAINT-OUTSIDE L**		**1,500**		**579**	**921**	**58%**	**39%**	**(507)**	**-34%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
	RENTALS									
	OTHER SERVICES & CHARGE									
	BANK SERV/TRF FEE	6832			53	(53)			91	
	DUES AND MEMBERSHIPS	6840	600		360	240	58%	60%	16	3%
150	REGISTRATION FEE/TUITI	6845	1,000		350	650	58%	35%	(400)	-40%
	SERVICES NOT SPECIFIED	6999								
150	**OTHER SERVICES & CHA**		**1,600**		**763**	**837**	**58%**	**48%**	**(292)**	**-18%**
37,726	**OTHER SERVICES & CHAR**		**541,619**		**174,112**	**367,507**	**58%**	**32%**	**(243,141)**	**-45%**
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	FACILITIES IMPROVEMEN	7215 01	52,986	40,466		12,520	58%	0%	(52,986)	-100%
	ARLEDGE STREET	7215 06								
	E TIPTON DRAINAGE PRO	7215 16								
	HALL-ALCORN	7215 18								
	EAST CENTRAL	7215 19								
	WALNUT STREET	7215 20								

	HALL AVENUE PHASE III	7215 21								
	MOBILE/BOUIE - PHASE	7215 22								
	KATIE/J HALL - PHASE	7215 23								
	EAST CENTRAL - PHASE	7215 24								
	WALNUT STREET - PHASE	7215 25								
	OLD AIRPORT RD	7215 32								
	DIXIE PINE	7215 33								
	CELESTE PLACE	7215 34								
	OTHER DRAINAGE PROJEC	7215 99	50,000			50,000	58%	0%	(50,000)	-100%
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	DRAINS		**102,986**	**40,466**		**62,520**	**58%**	**0%**	**(102,986)**	**-100%**
	SEWERS	7220								
	ARRA SIDEWALKS (WOODLE	7225								
	STREETS & ROADWAYS	7230								
	TUSCAN AVENUE TO BERN	7230 35								
	OTHER STREET IMPR.	7230 99								
---			---	---	---	---	---	---	---	---
	STREETS & ROADWAYS									
	CDBG/HOME HOUSING	7254								
5,650	CDBG FULL REHAB	7254 01	269,866		103,540	166,326	58%	38%	(92,369)	-34%
9,650	CDBG HOUSING REPR	7254 02	105,297		19,580	85,717	58%	19%	(71,731)	-68%
540	HOME FULL REHAB	7254 03	467,189		87,475	379,714	58%	19%	(317,232)	-68%
	HOME DOWNPAYMENT ASST	7254 04	60,000			60,000	58%	0%	(60,000)	-100%
	AFFORDABLE HOUSING	7254 05								
	HOME REVOLVING LOANS	7254 06								
	WORLD CHANGERS	7254 07								
	ADOPT A HOME	7254 08								
	RECONSTRUCTION	7254 09	22,941		1,600	21,341	58%	7%	(20,197)	-88%
	RECONSTRUCTN/SALV.ARM	7254 10								
6,061	BLUE ROOFS	7254 11	72,181		13,971	58,210	58%	19%	(48,230)	-67%
	EATON SCHOOL	7254 12								
	MICROENTERPRISE PROGR	7254 13	51,000		12,767	38,233	58%	25%	(29,113)	-57%
---			---	---	---	---	---	---	---	---
21,901	**CDBG/HOME HOUSING**		**1,048,474**		**238,933**	**809,541**	**58%**	**23%**	**(638,874)**	**-61%**
	CDBG-ENTITLEMT ASSISTA	7285								
	HOME ENTITLEMT ASSISTA	7286								
	MDA AM DREAM D/P (ADDI	7287								
	OTHER IMPROVEMENTS	7295								
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21,901	**IMPROVEMENT OTHER TH**		**1,151,460**	**40,466**	**238,933**	**872,061**	**58%**	**21%**	**(741,860)**	**-64%**
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
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	VEHICLES									
---			---	---	---	---	---	---	---	---
21,901	**CAPITAL OUTLAY**		**1,151,460**	**40,466**	**238,933**	**872,061**	**58%**	**21%**	**(741,860)**	**-64%**
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76,505	**EXPENDITURES**		**1,930,568**	**40,681**	**523,818**	**1,366,069**	**58%**	**27%**	**(1,032,594)**	**-53%**
			CITY OF HATTIESBURG							
	082500 - CDBG-TRANSFERS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 O1								
	T/T W & S CONSTRUCTION	9000 75								
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	TRANSFERS TO OTHER F									
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	TRANSFERS									
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	EXPENDITURES									
			CITY OF HATTIESBURG							
	087500 - INDUSTRIAL PK-TRANSFERS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 01								
	T/T CITY B & I	9000 13								
	T/T CITY B&I (KOHLER)	9000 13K								
	T/T CITY B&I (SUNBEAM)	9000 13S								
	T/T MUN.ROAD & BRIDGE	9000 72								
	T/T W & S CONSTRUCTION	9000 75								

	TRANSFERS TO OTHER F									
	TRANSFERS									
	EXPENDITURES									
			CITY OF HATTIESBURG							
	087601 - INDUSTRIAL PK-G.O.ACQUISITIONS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OFFICE SUPPLIES									
	OTHER EXPENDABLE OFF.S	5010								
	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	ASPHALT & ASPHALT PROD	5400								
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
	OPERATING SUPPLIES									
	SUPPLIES AND EXPENSES									
	PROFESSIONAL SERVICES									
	ADMINISTRATIVE FEE	6005								
7,980	AUDITING AND ACCOUNTIN	6010			7,980	(7,980)			13,680	
	ARCHITECTURAL	6012								
1,688	ENGINEERING/ENVIRONMEN	6015			2,538	(2,538)			4,351	
6,432	SITE PREPARATION	6016			6,432	(6,432)			11,026	
	APPRAISAL	6017			280	(280)			480	
	CONSULTANT SERV/SURVEY	6020								
	AREA DEV.PARTNERSHIP	6020 01			125,000	(125,000)			214,285	
	OTHER	6020 03								
	IND.PK.MASTER PLAN	6020 04								
	CONSULTANT SERV/SUR				**125,000**	**(125,000)**			**214,285**	
5,846	LEGAL	6025			20,974	(20,974)			35,955	
875	OTHER PROFESSIONAL SER	6049			2,350	(2,350)			4,028	

22,821	**PROFESSIONAL SERVICE**				**165,553**	**(165,553)**			**283,804**	
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
---			---	---	---	---	---	---	---	---
	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
---			---	---	---	---	---	---	---	---
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
---			---	---	---	---	---	---	---	---
	PRINTING AND BINDING									
	INSURANCE									
	FIRE & EXTENDED COVERA	6250								
	PUBLIC LIAB/PROPERTY D	6255								
	OTHER INSURANCE	6299								
---			---	---	---	---	---	---	---	---
	INSURANCE									
	UTILITIES									
	GAS	6300								
	ELECTRICITY	6305								
	WATER	6315								
---			---	---	---	---	---	---	---	---
	UTILITIES									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	SIGN PAINTING	6396								
180	OTHER REPAIRS AND MAIN	6399			360	(360)			616	
---			---	---	---	---	---	---	---	---
180	**REPR/MAINT-OUTSIDE L**				**360**	**(360)**			**616**	
	RENTALS									
	LAND RENT	6400								
---			---	---	---	---	---	---	---	---
	RENTALS									
	OTHER SERVICES & CHARGE									
	CONTRIBUTIONS	6820								
	FORREST CTY. REPAYMEN	6820 90								

	CONTRIBUTIONS									
	PROPERTY TAXES	6995								
	SERVICES NOT SPECIFIED	6999								
	OTHER SERVICES & CHA									
23,001	**OTHER SERVICES & CHAR**				**165,913**	**(165,913)**			**284,422**	
	LAND									
	LAND	7000								
	LEASEHOLDS	7020								
	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	TECHNOLOGY BLDG.	7100 11								
	BUILDINGS									
	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	STREETS & ROADWAYS	7230								
	OTHER IMPROVEMENTS	7295								
	OWENS-ILLINOIS PROJEC	7295 35								
	USA YEAST RAIL SPUR	7295 36								
	KOHLER EXPANSION	7295 37								
	OTHER IMPROVEMENTS									
	IMPROVEMENT OTHER TH									
	CAPITAL OUTLAY									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020								
	BONDS REDEEMED									
	NOTE PRINCIPAL									
	IND. PARK NOTE	8210								
	NOTE PRINCIPAL									
	INTEREST ON NOTES									
	OTHER NOTES	8335								

	INTEREST ON NOTES									
	DEBT SERVICE									
23,001	**EXPENDITURES**				**165,913**	**(165,913)**			**284,422**	
	087630 - INDUSTRIAL PK-KOHLER PROJECT		CITY OF HATTIESBURG EXPENDITURE REPORT 7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
	PROFESSIONAL SERVICE									
	OTHER SERVICES & CHAR									
	_____									
	LAND									
	LAND	7000								
	SITE PREPARATION	7040								
	SITE IMPROVEMENT	7045								
	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	KOHLER BLDG. EXPANSIO	7100 21								
	BUILDINGS									
	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	STREETS & ROADWAYS	7230								
	OTHER IMPROVEMENTS	7295								
	IMPROVEMENT OTHER TH									
	CAPITAL OUTLAY									

	EXPENDITURES									
			CITY OF HATTIESBURG							
	090500 - 2008 D/T LIGHTING-TRANSFERS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T SPECIAL STREET	9000 08								
	T/T B&I CITY	9000 13								
	T/T 2003 TIF B&I-CHAUV	9000 22								
	T/T 2008 TIF B&I-LINCO	9000 24								
	TRANSFERS TO OTHER F									
	TRANSFERS									
	EXPENDITURES									
			CITY OF HATTIESBURG							
	090602 - 2008 D/T LIGHTING-ISSUE EXP		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
	PROFESSIONAL SERVICE									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
	OTHER SERVICES & CHA									
	OTHER SERVICES & CHAR									
	EXPENDITURES									

			CITY OF HATTIESBURG							
	090603 - 2008 D/T LIGHTING-PROJECT		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
	CHAUVET SQUARE/TIF PR	7295 33								
	LINCOLN CENTER/TIF PR	7295 38								
	D/T LIGHTING/GO NOTE	7295 51								
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	OTHER IMPROVEMENTS									
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
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	EXPENDITURES									
			CITY OF HATTIESBURG							
	091500 - TIF CONST-TRANSFERS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 01								
	T/T 2007 TIF B&I-T/C	9000 23								
	T/T KOHLS TIF B&I	9000 25	49		49		58%	100%	35	71%
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	TRANSFERS TO OTHER F		**49**		**49**		**58%**	**100%**	**35**	**71%**
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	TRANSFERS		**49**		**49**		**58%**	**100%**	**35**	**71%**
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	EXPENDITURES		**49**		**49**		**58%**	**100%**	**35**	**71%**
			CITY OF HATTIESBURG							
	091602 - TIF CONST-ISSUE EXP		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
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	EXPENDITURES									
			CITY OF HATTIESBURG							
	091603 - TIF CONST-STREETS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
	'11 KHOLS/TIF PROJ	7295 33								
	'07 TURTLE CREEK/TIF	7295 34								
	'11 TURTLE CREEK/TIF	7295 39								
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	OTHER IMPROVEMENTS									
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
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	EXPENDITURES										
				CITY OF HATTIESBURG							
	094500 - '12 W&S BOND CONST-TRANSFERS			EXPENDITURE REPORT							
				7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....		
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%	
	_____										
	_____										
	TRANSFERS TO OTHER FUND										
	T/T WATER & SEWER B&I	9000 10									
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	TRANSFERS TO OTHER F										
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	TRANSFERS										
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	EXPENDITURES										
				CITY OF HATTIESBURG							
	094602 - 2012 W&S CONST-ISSUE EXP			EXPENDITURE REPORT							
				7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....		
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%	
	_____										
	_____										
	PROFESSIONAL SERVICES										
	LEGAL	6025									
	OTHER PROFESSIONAL SER	6049									
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	PROFESSIONAL SERVICE										
	OTHER SERVICES & CHARGE										
	SERVICES NOT SPECIFIED	6999									
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	OTHER SERVICES & CHA										
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	OTHER SERVICES & CHAR										
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	EXPENDITURES										
				CITY OF HATTIESBURG							
	094695 - 2012 W&S CONSTR.-CAPITAL PROJ			EXPENDITURE REPORT							
				7 Months Ending 04/30/13							

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OPERATING SUPPLIES									
	ASPHALT & ASPHALT PROD	5400								
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	OPERATING SUPPLIES									
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	SUPPLIES AND EXPENSES									
	_____									
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	REPR/MAINT-OUTSIDE LABO									
	STREETS & STRUCTURES R	6360								
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	REPR/MAINT-OUTSIDE L									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	_____									
	IMPROVEMENT OTHER THAN									
	SEWERS	7220								
1,175	SEWER PHASE III	7220 01	150,232	2,088	148,142	3	58%	99%	103,725	69%
	S.LAGOON SLUDGE REMOV	7220 27								
895	SEWER PHASE I	7220 49	498,300		7,423	490,878	58%	1%	(485,575)	-97%
183,014	SEWER PHASE II	7220 50	973,700	193,016	296,208	484,477	58%	30%	(465,915)	-48%
4,263	SEWER PHASE IV	7220 51	52,407	2,313	50,094		58%	96%	33,468	64%
	CCTV SEWER INSPECTION	7220 96	29,105		29,105		58%	100%	20,789	71%
	LAGOON DREDGING LOAN	7220 97								
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189,347	**SEWERS**		**1,703,744**	**197,417**	**530,971**	**975,357**	**58%**	**31%**	**(793,508)**	**-47%**
	WATER SYSTEMS	7245								
85,653	HWY 98 BOOSTER STATIO	7245 03	375,117	111,783	172,704	90,630	58%	46%	(79,053)	-21%
1,250	HWY 98 ELEVATED WTR T	7245 04	517,923	1,350	33,625	482,948	58%	6%	(460,279)	-89%
	WATER PHASE II	7245 05	444,735			444,735	58%	0%	(444,735)	-100%

	WATER PHASE III	7245 06								
	VETERANS BLVD WTR CON	7245 08	441,968			441,968	58%	0%	(441,968)	-100%
	WESLEY WELL #2	7245 09	7,000		6,450	550	58%	92%	4,056	58%
	COUNTRY CLUB WTR II	7245 18	257,852		197,524	60,328	58%	77%	80,760	31%
	TATUM-BONHOMIE WTR LI	7245 23	281,748		281,748		58%	100%	201,248	71%
159,190	HWY 98 FIRE LINES	7245 28	3,295,281	16,713	2,336,121	942,448	58%	71%	709,498	22%
	WATER PHASE I	7245 50	669,920		45,919	624,001	58%	7%	(591,201)	-88%
---			---	---	---	---	---	---	---	---
246,092	**WATER SYSTEMS**		**6,291,544**	**129,846**	**3,074,091**	**3,087,608**	**58%**	**49%**	**(1,021,673)**	**-16%**
	OTHER IMPROVEMENTS	7295								
	MISC.OTHER IMPROVEMEN	7295 99								
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	OTHER IMPROVEMENTS									
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435,439	**IMPROVEMENT OTHER TH**		**7,995,288**	**327,263**	**3,605,062**	**4,062,965**	**58%**	**45%**	**(1,815,181)**	**-23%**
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435,439	**CAPITAL OUTLAY**		**7,995,288**	**327,263**	**3,605,062**	**4,062,965**	**58%**	**45%**	**(1,815,181)**	**-23%**
---			---	---	---	---	---	---	---	---
435,439	**EXPENDITURES**		**7,995,288**	**327,263**	**3,605,062**	**4,062,965**	**58%**	**45%**	**(1,815,181)**	**-23%**
			CITY OF HATTIESBURG							
	095641 - 2001 BOND CONSTR-ZOO IMPR		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	REHAB. EXISTING BLDGS	7100 12								
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	BUILDINGS									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
	ASIAN EXHIBIT	7295 11								
42,268	MS HABITAT EXHIBIT	7295 12	187,300		42,268	145,032	58%	23%	(114,840)	-61%
	LION EXHIBIT	7295 14								
	SOUTH AMERICAN EXHIBI	7295 25								
---			---	---	---	---	---	---	---	---
42,268	**OTHER IMPROVEMENTS**		**187,300**		**42,268**	**145,032**	**58%**	**23%**	**(114,840)**	**-61%**
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42,268	**IMPROVEMENT OTHER TH**		**187,300**		**42,268**	**145,032**	**58%**	**23%**	**(114,840)**	**-61%**
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42,268	**CAPITAL OUTLAY**		**187,300**		**42,268**	**145,032**	**58%**	**23%**	**(114,840)**	**-61%**
---			---	---	---	---	---	---	---	---
42,268	**EXPENDITURES**		**187,300**		**42,268**	**145,032**	**58%**	**23%**	**(114,840)**	**-61%**
			CITY OF HATTIESBURG							
	096201 - MDB CAPITAL PROJ-STREETS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	IMPROVEMENT OTHER THAN									
	STREETS & ROADWAYS	7230								
	4TH ST WIDENING-MDOT	7230 09	104,095			104,095	58%	0%	(104,095)	-100%
	CHAIN PARK PROJ-MDOT	7230 76								
	CHAIN PARK-MDOT ARRA	7230 77	289		286	3	58%	99%	201	70%
	CHAIN PARK-HUD	7230 78	5,910		5,206	704	58%	88%	3,014	51%
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	STREETS & ROADWAYS		**110,294**		**5,492**	**104,802**	**58%**	**5%**	**(100,878)**	**-91%**
---			---	---	---	---	---	---	---	---
	IMPROVEMENT OTHER TH		**110,294**		**5,492**	**104,802**	**58%**	**5%**	**(100,878)**	**-91%**
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	CAPITAL OUTLAY		**110,294**		**5,492**	**104,802**	**58%**	**5%**	**(100,878)**	**-91%**
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	EXPENDITURES		**110,294**		**5,492**	**104,802**	**58%**	**5%**	**(100,878)**	**-91%**
			CITY OF HATTIESBURG							
	096402 - MDB CAPITAL PROJ-ECONOMIC DEV.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	DEPOT PROJECT-GRANT R	7150 15								
	DEPOT PROJ NON-GRANT	7150 31								
	DEPOT PROJ-MDB	7150 35								
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	BUILDING IMPROVEMEN									

	BUILDING/BLD IMPROVE									
	CAPITAL OUTLAY									
	EXPENDITURES									
			CITY OF HATTIESBURG							
	096602 - MDB CAPITAL PROJ-ISSUEEXP.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	PROFESSIONAL SERVICE									
	PRINTING AND BINDING									
	PRINTING	6200								
	PRINTING AND BINDING									
	OTHER SERVICES & CHAR									
	EXPENDITURES									
			CITY OF HATTIESBURG							
	096695 - MDB CAPITAL PROJ-CAPITAL PROJ		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	OTHER PROFESSIONAL SER	6049								
	PROFESSIONAL SERVICE									
	OTHER SERVICES & CHAR									
	_____									

	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	POLICE COMPLEX RENOVA	7150 07								
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	BUILDINGS									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	DRAINAGE(CORPS OF ENG	7215 31								
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	DRAINS									
	SEWERS	7220								
	PROGRAMMED SEWER PROJ	7220 99								
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	SEWERS									
	WATER SYSTEMS	7245								
	PROGRAMMED WATER PROJ	7245 99								
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	WATER SYSTEMS									
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	DATA PROCESSING EQUIP.	7327								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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	EXPENDITURES									
			CITY OF HATTIESBURG							
	098300 - K.P.ZOO CAPITAL-REC.MAINT.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	IMPROVEMENT OTHER THAN									
	KAB/LANDSCAPING	7226								
	RECREATION IMPROVEMENT	7256								
	MISC.REC.IMPR.	7256 99								
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	RECREATION IMPROVEM									
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
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	EXPENDITURES									
			CITY OF HATTIESBURG							
	098341 - K.P.ZOO CAPITAL-KPZ		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OPERATING SUPPLIES									
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES									
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	SUPPLIES AND EXPENSES									
	_____									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	_____									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
	ADAMS PLACE	7295 04								
22,075	QUARANTINE BLDG PROJE	7295 08	86,097		83,900	2,197	58%	97%	57,731	67%
	TIGER/LION EXHIBIT	7295 14								
	ZEBRA EXHIBIT	7295 17								
	SMALL ANIMAL EXHIBITS	7295 23								
	AFRICAN EXHIBIT	7295 25								
	MISC.OTHER IMPROVEMEN	7295 99								
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22,075	**OTHER IMPROVEMENTS**		**86,097**		**83,900**	**2,197**	**58%**	**97%**	**57,731**	**67%**
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22,075	**IMPROVEMENT OTHER TH**		**86,097**		**83,900**	**2,197**	**58%**	**97%**	**57,731**	**67%**
	MACHINERY AND EQUIPMENT									

	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	OTHER									
	ZOOLOGICAL ANIMALS	7505								
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	OTHER									
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22,075	**CAPITAL OUTLAY**		**86,097**		**83,900**	**2,197**	**58%**	**97%**	**57,731**	**67%**
---			---	---	---	---	---	---	---	---
22,075	**EXPENDITURES**		**86,097**		**83,900**	**2,197**	**58%**	**97%**	**57,731**	**67%**
			CITY OF HATTIESBURG							
	098553 - K.P.ZOO CAPITAL-CEMETERY		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	IMPROVEMENT OTHER THAN									
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
	CEMETERY PROJ.IMPR.	7295 30								
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	OTHER IMPROVEMENTS									
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
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	EXPENDITURES									
			CITY OF HATTIESBURG							
	099602 - 2010 W & S GO BOND-ISSUE EXP.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								

	PROFESSIONAL SERVICE									
	PRINTING AND BINDING									
	PRINTING	6200								
	PRINTING AND BINDING									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
	OTHER SERVICES & CHA									
	OTHER SERVICES & CHAR									
	EXPENDITURES									

CITY OF HATTIESBURG
EXPENDITURE REPORT
099603 - 2010 W & S GO BOND-STREETS
7 Months Ending 04/30/13

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	IMPROVEMENT OTHER THAN									
	STREETS & ROADWAYS	7230								
	N.31ST AVENUE	7230 06								
	NEW SCHOOL ROAD	7230 08								
	E.4TH STREET	7230 11								
	S.28TH AVENUE	7230 14								
	LINCOLN ROAD-#3	7230 27								
	LINCOLN ROAD-#4	7230 29								
	N.40TH AVENUE	7230 30								
	MONTAGUE-N.40TH TO N3	7230 31								
	ED TURNER DRIVE	7230 32								
	S.31ST-HARDY TO MAMIE	7230 33								
	MAMIE FROM S.28TH-31S	7230 34								
	TUSCAN-MLK TO BERNARD	7230 35								
	CLASSIC DR-HWY 42-GOL	7230 36								
	STREETS & ROADWAYS									
	IMPROVEMENT OTHER TH									
	CAPITAL OUTLAY									

	EXPENDITURES									
		CITY OF HATTIESBURG								
	099606 - 2010 W & S GO BOND-DRAINAGE	EXPENDITURE REPORT								
		7 Months Ending 04/30/13								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	ASHFORD-EASTSIDE TO M	7215 03								
	E.HARDY/WILLIAMS	7215 05								
	EDWARD ST.@RAILROAD	7215 11								
	DRAINS									
	IMPROVEMENT OTHER TH									
	CAPITAL OUTLAY									
	EXPENDITURES									
		CITY OF HATTIESBURG								
	099627 - 2010 W & S GO BOND-WATER	EXPENDITURE REPORT								
		7 Months Ending 04/30/13								
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	LAND									
	LAND	7000								
	LAND									
	IMPROVEMENT OTHER THAN									
	WATER SYSTEMS	7245								
	IND.PARK WATER LINES	7245 01								
	IND.PARK ELEVATED TAN	7245 04								
	WATER WELL@ PLANT #1	7245 05								
	VETERANS BLVD - WATER	7245 08								
	WESLEY FILTRATION PLA	7245 09								

	WATER SYSTEMS									
	IMPROVEMENT OTHER TH									
	CAPITAL OUTLAY									
	EXPENDITURES									
			CITY OF HATTIESBURG							
	099630 - 2010 W & S GO BOND-SEWERS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	IMPROVEMENT OTHER THAN									
	SEWERS	7220								
	FRANKLIN STREET	7220 12								
	ARLEDGE-MANNING TO CT	7220 22								
	COLUMBIA-PROV.TO RAWL	7220 23								
	ASHFORD-C.CLUB TO MLK	7220 24								
	PROVIDENCE-COLUMBIA T	7220 25								
57,020	N.LAGOON EXPANSION	7220 26	868,299		794,452	73,847	58%	91%	493,618	57%
	S.LAGOON DISINFECTION	7220 27								
	IND.PARK SEWER LINES	7220 28								
57,020	**SEWERS**		**868,299**		**794,452**	**73,847**	**58%**	**91%**	**493,618**	**57%**
57,020	**IMPROVEMENT OTHER TH**		**868,299**		**794,452**	**73,847**	**58%**	**91%**	**493,618**	**57%**
57,020	**CAPITAL OUTLAY**		**868,299**		**794,452**	**73,847**	**58%**	**91%**	**493,618**	**57%**
57,020	**EXPENDITURES**		**868,299**		**794,452**	**73,847**	**58%**	**91%**	**493,618**	**57%**
			CITY OF HATTIESBURG							
	105500 - '06 W&S BOND CONST-TRANSFERS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%

	TRANSFERS TO OTHER FUND									
	T/T WATER & SEWER B&I	9000 10								
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	TRANSFERS TO OTHER F									
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	TRANSFERS									
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	EXPENDITURES									
			CITY OF HATTIESBURG							
	105602 - 2006 W&S CONST-ISSUE EXP		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
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	EXPENDITURES									
			CITY OF HATTIESBURG							
	105695 - 2006 W&S CONSTR.-CAPITAL PROJ		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OPERATING SUPPLIES									
	ASPHALT & ASPHALT PROD	5400								
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	OPERATING SUPPLIES									
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	SUPPLIES AND EXPENSES									
	_____									
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	REPR/MAINT-OUTSIDE LABO									
	STREETS & STRUCTURES R	6360								
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	REPR/MAINT-OUTSIDE L									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	_____									
	IMPROVEMENT OTHER THAN									
	SEWERS	7220								
	S1-N.LAGOON EXPANSION	7220 26								
	S2-W 592 SWR W OF RAI	7220 38								
	S3-E 592 SWR E OF RAI	7220 39								
	S4-W BOND SWR W OF RA	7220 40								
	S5-E BOND SWR E OF RA	7220 41								
	S6-ANNEXATION AREA SE	7220 42								
	S7-SEWER LIFT STA IMP	7220 43								
	SULLIVAN KIL TO J MIM	7220 44								
	HWY 49 N SEWER	7220 45								
	PROGRAMMED SEWER PROJ	7220 99								
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	SEWERS									
	WATER SYSTEMS	7245								
	JAMES ST WTR PLT-MATC	7245 02								
	W1-COUNTRY CLUB WATER	7245 18								
	W2-WESLEY PLANT TREAT	7245 26								
	W3-WATER WELL@ PLANT	7245 27								
	W4-FIRE LINES-CNTRY C	7245 28								
	PROGRAMMED WATER PROJ	7245 99								
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	WATER SYSTEMS									
	OTHER IMPROVEMENTS	7295								
	MISC.OTHER IMPROVEMEN	7295 99								

	OTHER IMPROVEMENTS									
	IMPROVEMENT OTHER TH									
	CAPITAL OUTLAY									
	EXPENDITURES									
			CITY OF HATTIESBURG							
	107500 - SPEC.SALES TAX-TRANSFERS		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 01								
10,427	T/T CITY B & I	9000 13			72,989	(72,989)			125,124	
	TRANSFERS TO OTHER F				**72,989**	**(72,989)**			**125,124**	
10,427	**TRANSFERS**				**72,989**	**(72,989)**			**125,124**	
10,427	**EXPENDITURES**				**72,989**	**(72,989)**			**125,124**	
			CITY OF HATTIESBURG							
	107706 - SPEC.SALES TAX-T&A EXPEND.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	OTHER PROFESSIONAL SER	6049								
42,667	TOURISM COMMISSION	6049 01			259,346	(259,346)			444,592	
357,904	CONVENTION COMMISSION	6049 02			2,488,404	(2,488,404)			4,265,835	
400,571	**OTHER PROFESSIONAL**				**2,747,750**	**(2,747,750)**			**4,710,428**	
400,571	**PROFESSIONAL SERVICE**				**2,747,750**	**(2,747,750)**			**4,710,428**	

400,571	**OTHER SERVICES & CHAR**				**2,747,750**	**(2,747,750)**			**4,710,428**	
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400,571	**EXPENDITURES**				**2,747,750**	**(2,747,750)**			**4,710,428**	
			CITY OF HATTIESBURG							
	109704 - GROUP INS.TRUST-T&A EXPEND.		EXPENDITURE REPORT							
			7 Months Ending 04/30/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	BANK SERV/TRF FEE	6832								
64,254	ADMIN PAID	6833			452,484	(452,484)			775,687	
332,186	CLAIMS PAID	6834			1,805,278	(1,805,278)			3,094,762	
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396,440	**OTHER SERVICES & CHA**				**2,257,762**	**(2,257,762)**			**3,870,448**	
---			---	---	---	---	---	---	---	---
396,440	**OTHER SERVICES & CHAR**				**2,257,762**	**(2,257,762)**			**3,870,448**	
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396,440	**EXPENDITURES**				**2,257,762**	**(2,257,762)**			**3,870,448**	

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
TAXES-OTHER	206A								
PAYMENT IN LIEU OF TAXE	2060								
HOUSING AUTHORITY	2065	2,333			16,471	31,287	189%	28,000	(3,287)
MERCHANTS COMPANY	2066								
COLLECTIONS-P/Y EXCESS	2070								
PAYMENT IN LIEU OF T		**2,333**			**16,471**	**31,287**	**189%**	**28,000**	**(3,287)**
TAXES-OTHER		**2,333**			**16,471**	**31,287**	**189%**	**28,000**	**(3,287)**
LICENSES, PERMITS & FEES	220A								
PRIVILEGE LICENSES	2200	13,333	10,839	81%	94,118	79,851	84%	160,000	80,149
FRANCHISES	2210								
ELECTRICAL FRANCHISE	2211	241,666	497,960	206%	1,705,882	2,013,520	118%	2,900,000	886,480
SOLID WASTE OPER/FRANC	2212	18,750	7,894	42%	132,353	63,366	47%	225,000	161,634
GAS FRANCHISE	2215	16,250			114,706	63,482	55%	195,000	131,518
CABLE T.V. FRANCHISE	2219	38,333			270,588	224,013	82%	460,000	235,987
FRANCHISES		**315,000**	**505,854**	**160%**	**2,223,529**	**2,364,382**	**106%**	**3,780,000**	**1,415,618**
BLDG/INSP PERMITS & FEE	2220								
BUILDING PERMIT/INSPEC	2221	32,083	43,638	136%	226,471	212,902	94%	385,000	172,098
FIRE INSPECTION	2222								
SIGN PERMIT	2223	1,333	4,091	306%	9,412	10,596	112%	16,000	5,404
LAND CODE ENFORCEMENT	2224	2,666	2,582	96%	18,824	15,982	84%	32,000	16,018
GAS & PLUMBING	2225	1,000	1,150	115%	7,059	6,550	92%	12,000	5,450
ELECTRICAL INSPECTION	2226	2,083	939	45%	14,706	6,594	44%	25,000	18,406
DEMOLITION PERMIT	2227	166	350	210%	1,176	1,300	110%	2,000	700
HOUSE MOVING	2228								
BLDG/INSP PERMITS &		**39,333**	**52,750**	**134%**	**277,647**	**253,924**	**91%**	**472,000**	**218,076**

OTHER PERMITS & FEES	2230								
PUBLIC RECORDS ACCESS	2233								
PROPERTY CLEAN-UP COST	2234	416	250	60%	2,941	2,375	80%	5,000	2,625
TAXI BADGE PERMIT	2235	8			59	150	254%	100	(50)
WRECKER REGISTRATION F	2236	33			235	175	74%	400	225
BURN OR MISC FIRE PERM	2237	83			588	515	87%	1,000	485
AMBULANCE PERMIT	2238					900			(900)
ZONING PETITION FEE	2240								
ZONING CERTIFICATE FEE	2245	500	700	140%	3,529	4,075	115%	6,000	1,925
TITLE PLEDGE LICENSE F	2248								
EXAMINATION FEE	2250								
CONTRACTOR LICENSE FEE	2255								
ORDINANCE SALES	2260								
ORDINANCE VIOLATION FE	2265								
DATA PROCESSING FEES	2280								
NSF CHECK FEE	2290	41			294	200	68%	500	300
MISC. PERMITS & FEES	2299	1,250	2,427	194%	8,824	20,510	232%	15,000	(5,510)
OTHER PERMITS & FEES		**2,333**	**3,377**	**144%**	**16,471**	**28,900**	**175%**	**28,000**	**(900)**
LICENSES, PERMITS & F		370,000	572,820	154%	2,611,765	2,727,058	104%	4,440,000	1,712,942
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
JUST./USM-PROJECT SAFE	2304					10,031			(10,031)
JUST./USM-POLICE CORPS	2305								
JUST.-OTHER	2307								
JUST.-COPS SECURE SCHOO	2309								
JUST.-JAIL DIVERSION	2310	5,228	13,153	251%	36,904	59,485	161%	62,736	3,251
JUST.-BYRNE GRANTS	2311	2,004	24,051	1200%	14,148	9,363	66%	24,051	14,688
JUST.-DOMESTIC PREP'06	2312	4,650			32,824	3,718	11%	55,800	52,082
JUST.-COPS IN SCHOOLS	2313								
JUST.-DOMESTIC PREPARED	2314	2,291			16,176	24,408	150%	27,500	3,092
JUST.-COPS METHAMPHETAM	2315								
JUST.-COPS HIRING RECOV	2316								
JUST.-UNIVERSAL COPS	2317								
JUST.-COPS TECHNOLOGY	2318								

JUST.-LLEBG '04	2319								
SAFE COMMUNITY PROJECT	2320								
NRCS-USDA STORM RELATED	2322	51,826			365,837			621,923	621,923
FHWA-STORM RELATED	2323								
FEMA-EMER. WARNING SIRE	2324								
FEMA-'04 REGIONAL RESPO	2325								
FIREFIGHTERS GRANT	2326	6,612			46,675	79,348	170%	79,348	
FEMA-'05 REGIONAL RESPO	2327								
FEMA-CITIZENS CORPS	2328								
LAW ENF.GRANTS-OTHER	2329								
FEMA/HAZARD MITIG/GENER	2336								
FEMA RELIEF	2337	60,000			423,529	23,944	5%	720,000	696,056
CDBG-FIRE STATION	2338	16,760	10,000	59%	118,308	201,123	169%	201,123	
MISC FEDERAL GRANTS	2339	105			743			1,263	1,263
ARRA-STOP VIOLENCE GRAN	2348								
FEMA RELIEF ADMIN.	2349								
DEPT.OF DEFENSE-CAMP SH	2350								
EPA-BROWNSFIELD PROJ	2356								
HUD-MIDTOWN STUDY	2360	2,339			16,517	13,753	83%	28,079	14,326
HUD/MDA HUB CITY LOFT P	2361								
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FEDERAL GRANTS		**151,818**	**47,204**	**31%**	**1,071,661**	**425,172**	**39%**	**1,821,823**	**1,396,651**
STATE GRANTS	250B								
MOSQUITO CONTROL GRANT	2504								
ARCHIVES & HISTORY	2505								
JUVENILE PREVENTION PRO	2510								
JUVENILE ACCT.INCENTIVE	2511	5,120			36,144	61,318	169%	61,445	127
EMER.SHELTER-MDA GRANT	2513								
I.P.-HYBERPLASTIC-MDA G	2514								
POLICE ACADEMY REIMB.	2515								
SOLID WASTE GRANT	2518	6,250			44,118	75,000	169%	75,000	
URBAN YOUTH CORPS MDOT	2519	1,525			10,771	18,310	169%	18,310	
DEQ GRANTS(SO.LAGOON ST	2520								
ARTS COMMISSION GRANT	2521								
BEAUTIFICATION-VARIOUS	2522								
MS CITY CORPS COUNCIL	2523								

STOP VIOLENCE GRANT	2526	1,704	3,518	206%	12,031	13,043	108%	20,453	7,410
ALCOHOL INCENTIVE	2527	6,935	16,547	238%	48,957	49,229	100%	83,227	33,998
JUSTICE ASSISTANCE	2528								
DISASTER RELIEF	2545								
MEMA-DOMESTIC PREPAREDN	2550								
MEMA-SAFE ROOMS	2551	15,680			110,685	188,165	170%	188,165	
MDOT GRANT-DEPOT PROJEC	2556								
MDOT GRANT-VISITOR'S CT	2557								
MDOT GRANT-TRAFFIC STUD	2558								
		---	---	---	---	---	---	---	---
STATE GRANTS		**37,216**	**20,064**	**53%**	**262,706**	**405,065**	**154%**	**446,600**	**41,535**
STATE-SHARED REVENUE	260B								
GENERAL SALES TAX	2600	1,666,666	1,679,800	100%	11,764,706	12,060,179	102%	20,000,000	7,939,821
CITY UTILITY TAX	2601	500	244	48%	3,529	1,957	55%	6,000	4,043
SALES TAX-SRF REIMB.	2602		36,105			252,734			(252,734)
ALCOHOLIC BEV. LICENSE	2610	12,500	12,075	96%	88,235	85,275	96%	150,000	64,725
MOTOR VEH.PRIVILEGE TAX	2635	8,333	20,380	244%	58,824	60,669	103%	100,000	39,331
PAT HARRISON WATERWAY D	2665								
HATT.METROPLTN. PLANNIN	2670	27,146			191,620	114,809	59%	325,754	210,945
MISC DORMANT ACCOUNT RF	2699								
		---	---	---	---	---	---	---	---
STATE-SHARED REVENUE		**1,715,146**	**1,748,604**	**101%**	**12,106,914**	**12,575,623**	**103%**	**20,581,754**	**8,006,131**
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								
FORREST CTY CAMP SHELBY	2705 01								
FORREST CTY GORDON CRK	2705 02								
FORREST GENERAL CTY HOS	2706								
FORREST-INFRAST.IMPR.	2707								
LAMAR-INFRAST.IMPR.	2708								
LAMAR/FORREST-HAZ.WASTE	2709								
PETAL/F-CO FLOOD INUNDA	2718	1,333			9,412			16,000	16,000
FORREST CTY-TWIN FORKS	2719								
HPSD-COPS IN SCHOOLS	2720								
CONV.COMM/TOURISM BUREA	2725								
METRO WAGES/MILEAGE-FOR	2735	4,166	4,856	116%	29,412	26,143	88%	50,000	23,857
METRO NARC.O/T-FORREST	2736								
MEMA/HAZARD MITIG/GENER	2739								

CITY/COUNTY-SHARED RE		**5,500**	**4,856**	**88%**	**38,824**	**26,143**	**67%**	**66,000**	**39,857**
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
CRIME SCENE UNIT CONT	2855	2,083			14,706	25,000	169%	25,000	
FIRE DPT.SERV FOR OTHE	2860	416			2,941	90	3%	5,000	4,910
800 MHZ RADIO ACCESS F	2865								
POLICE/FIRE-SPECIAL DU	2870	13,333	17,679	132%	94,118	97,487	103%	160,000	62,513
P&F LATERAL TRNG REIMB	2880								
DRUG ENF.AGENCY O/T RE	2881		1,119			6,476			(6,476)
HOMELAND SECURITY O/T	2882					1,454			(1,454)
US MARSHALL O/T REIMB.	2883					8,335			(8,335)
FED BUREAU INVEST O/T	2884		2,828			2,828			(2,828)
PUBLIC SAFETY		**15,833**	**21,626**	**136%**	**111,765**	**141,670**	**126%**	**190,000**	**48,330**
TROLLEY SERVICE	2890								
CONV.CENTER TROLLEY FE	2895								
TROLLEY RECEIPTS	2896								
TROLLEY SERVICE									
STREETS	2900								
STREET WORK	2901								
PARKING METERS	2910	166			1,176	1,042	88%	2,000	958
PARKING FINES	2915	1,000	1,362	136%	7,059	9,749	138%	12,000	2,251
CROSSING LIGHT FEES	2920	8	27	337%	59	81	137%	100	19
LOT CLEAN-UP/HEAVY TRA	2930	83			588			1,000	1,000
CDBG LOT CLEAN-UP/DEMO	2931	416			2,941			5,000	5,000
STREETS		**1,675**	**1,389**	**82%**	**11,824**	**10,872**	**91%**	**20,100**	**9,228**
SANITATION	2950								
TRASH HAULING	2960	11,666	10,473	89%	82,353	76,293	92%	140,000	63,707
RESIDENTL WASTE COLLEC	2965	173,333	178,205	102%	1,223,529	1,197,417	97%	2,080,000	882,583
SANITA-REFUND & RECOVE	2970								
SANITATION		**185,000**	**188,678**	**101%**	**1,305,882**	**1,273,711**	**97%**	**2,220,000**	**946,289**

CHARGES FOR SERVICES		**202,508**	**211,693**	**104%**	**1,429,471**	**1,426,252**	**99%**	**2,430,100**	**1,003,848**
FINES AND FORFEITS	330A								
POLICE FINES	3320	116,666	127,249	109%	823,529	955,965	116%	1,400,000	444,035
CITY COURT COSTS	3321	16,666	19,481	116%	117,647	140,793	119%	200,000	59,207
CCC-JAIL REIMB.	3322	166	156	93%	1,176	1,034	87%	2,000	966
ENVIR CT-CODE VIOLATION	3323		137			629			(629)
ANIMAL CONTROL	3327		50			1,015			(1,015)
FINES AND FORFEITS		**133,500**	**147,073**	**110%**	**942,353**	**1,099,437**	**116%**	**1,602,000**	**502,563**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
OTHER INTEREST-CD'S	3403								
SAVINGS ACCOUNT/MMA	3405	333	669	200%	2,353	2,856	121%	4,000	1,144
INTEREST-GRANT MONIES	3406								
OTHER INTEREST-MMA	3407								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS		**333**	**669**	**200%**	**2,353**	**2,856**	**121%**	**4,000**	**1,144**
RENTS AND ROYALTIES	3410								
LAND	3411								
LAMAR OUTDOOR ADVERTI	3411 05								
ALWEST ADVERTISING	3411 10								
MS.POWER-HWY.42	3411 11								
TRITELL COMMUNICATION	3411 12								
LAND									
BUILDING	3412								
DEPOT FACILITY	3412 01	1,250	2,675	214%	8,824	9,900	112%	15,000	5,100
P&F ACADEMY RENTALS	3412 02					200			(200)
SEXUAL ASSAULT CRISIS	3412 05								
MERCHANTS	3412 07	200	200	100%	1,412	1,400	99%	2,400	1,000
USM CELLULAR ONE RENT	3412 41								
HUBSOUTH/WATER TOWER	3412 62								
OTHER BLDG. RENT	3412 99								

BUILDING		**1,450**	**2,875**	**198%**	**10,235**	**11,500**	**112%**	**17,400**	**5,900**
PARKING GARAGE-CIVIC C	3415	2,500	2,955	118%	17,647	17,794	100%	30,000	12,206
PARKING GARAGE-PINE ST	3416	2,916	2,708	92%	20,588	21,274	103%	35,000	13,726
PARKING SPACES	3417								
MAIN STREET PARKING L	3417 01	500	150	30%	3,529	2,500	70%	6,000	3,500
CHURCH PARKING LOT	3417 02	416	475	114%	2,941	2,975	101%	5,000	2,025
RAILROAD PARKING LOT	3417 03	1,083	1,340	123%	7,647	8,890	116%	13,000	4,110
MOBILE ST. PKG.LOT #1	3417 04	275	220	80%	1,941	1,970	101%	3,300	1,330
MOBILE ST. PKG.LOT #2	3417 05								
BATSON STREET PKG. LO	3417 06								
HEMPHILL PKG. LOT	3417 07	150	300	200%	1,059	1,050	99%	1,800	750
EAST PINE PKG.LOT	3417 08	37	150	405%	265	300	113%	450	150
OTHER	3417 09								
PARKING SPACES		**2,462**	**2,635**	**107%**	**17,382**	**17,685**	**101%**	**29,550**	**11,865**
EQUIPMENT	3419								
RENTS AND ROYALTIES		**9,329**	**11,173**	**119%**	**65,853**	**68,253**	**103%**	**111,950**	**43,697**
CEMETERY FEES	3420	2,416	8,070	334%	17,059	21,880	128%	29,000	7,120
CONTRIBUTIONS-PUBLIC	3450								
CONTRIB-GORDONS CRK STU	3450 01								
CONTRIB-REV 911 MINUTES	3450 02	416			2,941	5,000	170%	5,000	
CONTRIB-MDTWN STDY MAT	3458								
CONTRIBUTIONS-OTHER	3459								
CONTRIB-REV 911 MINU		**416**			**2,941**	**5,000**	**170%**	**5,000**	
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-EUREKA SCHOOL	3461								
CONTRIB-NCBM-BROWNFIEL	3462								
CONTRIB-SENIOR FARE	3463								
CONTRIB-MAYOR'S YOUTH	3464								
CONTRIB-BC HEALTHY HOM	3465								
CONTRIB-NIGHT OUT AGAI	3466	450			3,176			5,400	5,400
CONTRIB-MDTWN STDY MAT	3468								
CONTRIB-OTHER	3469								

CONTRIBUTIONS-PRIVAT			**450**			**3,176**			**5,400**	**5,400**
POLICE DEPT-MISC CHARGE	3590		4,166	5,046	121%	29,412	45,750	155%	50,000	4,250
OTHER MISC. REVENUE	3599									
MISCELLANEOUS			**17,112**	**24,957**	**145%**	**120,794**	**143,739**	**118%**	**205,350**	**61,611**
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F H'BURG REDEV.AUTH.	3800	101								
T/F GOVERNMENT COMPLEX	3800	104								
T/F 2002 USA YEAST/LAG	3800	106								
T/F SPEC.SALES TAX	3800	107								
T/F WATER & SEWER	3800	11	36,039	4,790	13%	254,397	33,527	13%	432,475	398,948
T/F POL.FORFEITURES	3800	19								
T/F POL.FORF O/T(HURR	3800	19HR								
T/F '03 TIF B&I CHAUVE	3800	22								
T/F TAX COLLECTORS-GPT	3800	27	1,023,750	4741-		7,226,471	11,124,922	153%	12,285,000	1,160,078
T/F TAX COLL-C.C.FEE	3800	27CC								
T/F TAX COLL-EXCESS BI	3800	27EB	3,166			22,353			38,000	38,000
T/F TAX COLL-CHKG INT	3800	27ICHK	333			2,353			4,000	4,000
T/F TAX COLL-INT/PEN	3800	27IP	26,666	19,019	71%	188,235	124,878	66%	320,000	195,122
T/F W & S CONSTRUCTION	3800	75								
T/F COM.DEV.BLK.GRANT	3800	82								
T/F INDUSTRIAL PARK DE	3800	87								
T/F 2007 TIF CONST-TUR	3800	91								
T/F 2001 STREETS,SWRS,	3800	95								
TRANSFERS FROM OTHR			**1,089,956**	**19,067**	**1%**	**7,693,809**	**11,283,327**	**146%**	**13,079,475**	**1,796,148**
TRANSFERS			**1,089,956**	**19,067**	**1%**	**7,693,809**	**11,283,327**	**146%**	**13,079,475**	**1,796,148**
NON-REVENUE RECEIPTS	390A									
SALE OF BONDS	3910									
BOND PROCEEDS	3912									
ACCRUED INT-BONDS	3915									
SALE OF BONDS										
SALE OF REAL ESTATE	3920									

SALE OF TIMBER	3923									
SALE OF EASEMENTS	3925									
SALE OF CEMETERY LOTS	3930		3,750	14,195	378%	26,471	39,235	148%	45,000	5,765
SALE OF EQUIPMENT	3940		4,166	11,382	273%	29,412	11,382	38%	50,000	38,618
SALE OF SCRAP MATERIAL	3943		250			1,765	612	34%	3,000	2,388
SALE OF MISC. ITEMS	3945									
SALE OF MAPS/PUBLICATIO	3947						83			(83)
SALE OF RECYCLABLE ITEM	3948									
MDB LOAN PYMT-HUB CITY	3950		10,283	10,118	98%	72,588	40,471	55%	123,400	82,929
KERR MAGEE PROJECT	3960									
MS TANK PROJECT	3961									
INSURANCE REIMB-STORM	3962		25,000			176,471			300,000	300,000
VENDING COMM./REFUNDS	3964						31			(31)
REFUND & RECOVERY	3965		1,666	789	47%	11,765	41,528	352%	20,000	(21,528)
RECOVERY OF DAMAGE CLAI	3967									
REFUND/RECOVERY-INFO SY	3968									
RECOVERY-PERS SERV/EQUI	3969									
CAPITAL LEASE PROCEEDS	3970		87,259			615,948			1,047,112	1,047,112
TIF DEPOSIT/PROCEEDS	3971									
NOTE PROCEEDS	3975									
FIRE STATION (MDB)	3975	03								
CHURCH PROJ (MDB)	3975	07								
NOTE PROCEEDS										
NON-REVENUE RECEIPTS			**132,376**	**36,484**	**27%**	**934,419**	**133,342**	**14%**	**1,588,512**	**1,455,170**
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999		402,608			2,841,942			4,831,301	4,831,301
BEGINNING CASH BALANC			**402,608**			**2,841,942**			**4,831,301**	**4,831,301**
REVENUES			**4,260,076**	**2,832,821**	**66%**	**30,071,126**	**30,276,445**	**100%**	**51,120,915**	**20,844,470**

002002 - PKS/REC FUND REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

5/1/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
LICENSES, PERMITS & FEES	220A								
OTHER PERMITS & FEES	2230								
NSF CHECK FEE	2290								
		---	---	---	---	---	---	---	---
OTHER PERMITS & FEES									
		---	---	---	---	---	---	---	---
LICENSES, PERMITS & F									
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FEMA RELIEF	2337								
MISC FEDERAL GRANTS	2339								
NATL PARK SER/LAND WTR	2351								
		---	---	---	---	---	---	---	---
FEDERAL GRANTS									
STATE GRANTS	250B								
MDOT-INTERCHANGE ENHANC	2508								
DISASTER RELIEF	2545								
		---	---	---	---	---	---	---	---
STATE GRANTS									
CITY/COUNTY SHARED REVEN	270B								
MISCELLANEOUS GRANTS	2740								
PEOPLES PARK	2740 01								
THAMES SCHOOL	2740 02								
SUMMER DAY CAMP	2740 03	5,216			36,825			62,603	62,603
OTHER	2740 99	833			5,882	10,000	170%	10,000	
		---	---	---	---	---	---	---	---
MISCELLANEOUS GRANTS		**6,050**			**42,708**	**10,000**	**23%**	**72,603**	**62,603**
		---	---	---	---	---	---	---	---
CITY/COUNTY SHARED RE		**6,050**			**42,708**	**10,000**	**23%**	**72,603**	**62,603**
CHARGES FOR SERVICES	280A								
WORKSHOP TRNG FEES	2892								
CULTURE AND RECREATION	3100								
SWIM FEES-C.E. ROY/5TH	3110	50			353			600	600

SWIM FEES-DAHMER PARK	3112		100			706			1,200	1,200
SWIM FEES-REC. CTR. PO	3115		100			706			1,200	1,200
ADULT GOLF FEES	3117									
TENNIS FEES	3118									
FENCING FEES	3119									
PLAYGROUND FEES	3120									
SUMMER DAY CAMP	3122									
KAMPER PARK CONCESSION	3130									
BALLPARK CONCESSIONS	3131		541			3,824			6,500	6,500
CERAMIC CONCESSIONS	3134									
KPZ GIFT SHOP CONCESSI	3135									
ZOO ADMISSIONS	3137									
TATUM PK PAVILION USE	3138			40			40			(40)
EASTSIDE PK PAVILION U	3139		16			118	120	101%	200	80
MCNAIR REC CTR USE FEE	3140									
KPZ PAVILION USE FEE	3145									
DAHMER PAVILION USE FE	3147		66	80	121%	471	280	59%	800	520
KP ED CENTER USE FEE	3149									
BALLFIELD USE FEES	3150		416	600	144%	2,941	1,800	61%	5,000	3,200
PARKS-MISC USE FEES	3151		58	80	137%	412	1,100	266%	700	(400)
YOUTH TEAM FEES	3160									
FLAG FOOTBALL	3160	01								
LITTLE TIGERS BASKETB	3160	02	41			294			500	500
JUNIOR GOLF FEES	3160	03								
T-BALL	3160	05								
GIRLS' SOFTBALL	3160	06								
BOYS' SOFTBALL	3160	07								
GIRLS FASTPITCH	3160	10								
BOYS FASTPITCH	3160	11								
TACKLE FOOTBALL	3160	15								
	---		---	---	---	---	---	---	---	---
YOUTH TEAM FEES			**41**			**294**			**500**	**500**
ADULT TEAM FEES	3162									
CHURCH LEAGUE BASKETB	3162	01								
ADULT BASKETBALL	3162	02	291			2,059	2,540	123%	3,500	960
ADULT CO-ED SOFTBALL	3162	03	250	2,940	1176%	1,765	2,940	166%	3,000	60

ADULT MEN'S SOFTBALL	3162 04	666	1,625	243%	4,706	2,125	45%	8,000	5,875
ADULT WOMEN'S SOFTBAL	3162 05								
ADULT FOOTBALL	3162 06								
ADULT SOFTBALL-CHURCH	3162 07	333	250	75%	2,353	250	10%	4,000	3,750
ADULT SOCCER	3162 08	350			2,471			4,200	4,200
ADULT FLAG FOOTBALL	3162 09	83			588			1,000	1,000
ADULT TEAM FEES		**1,975**	**4,815**	**243%**	**13,941**	**7,855**	**56%**	**23,700**	**15,845**
CERAMICS CLASS FEES	3170								
DRAMA,ART,DANCE LESSON	3178								
"MOKEY" TRAIN RIDES	3181								
CAROUSEL RIDES	3185								
OTHER	3190								
CULTURE AND RECREATI		**3,366**	**5,615**	**166%**	**23,765**	**11,195**	**47%**	**40,400**	**29,205**
CHARGES FOR SERVICES		**3,366**	**5,615**	**166%**	**23,765**	**11,195**	**47%**	**40,400**	**29,205**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	33	37	112%	235	170	72%	400	230
INTEREST EARNINGS		**33**	**37**	**112%**	**235**	**170**	**72%**	**400**	**230**
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455	7,500			52,941	20,000	37%	90,000	70,000
CONTRIBUTIONS-PUBLIC		**7,500**			**52,941**	**20,000**	**37%**	**90,000**	**70,000**
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-POLICEMAN'S BE	3461								
CONTRIB-SENIOR FARE	3463								
CONTRIB-SENIOR PROM	3464								
CONTRIB-OTHER	3469	833			5,882			10,000	10,000
CONTRIBUTIONS-PRIVAT		**833**			**5,882**			**10,000**	**10,000**
MISCELLANEOUS		**8,366**	**37**		**59,059**	**20,170**	**34%**	**100,400**	**80,230**

TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	175,186			1,236,608	1,200,000	97%	2,102,234	902,234
T/F TAX COLLECTORS-GPT	3800 27	66,666	15,935	23%	470,588	709,396	150%	800,000	90,604
TRANSFERS FROM OTHR		**241,852**	**15,935**	**6%**	**1,707,196**	**1,909,396**	**111%**	**2,902,234**	**992,838**
TRANSFERS		**241,852**	**15,935**	**6%**	**1,707,196**	**1,909,396**	**111%**	**2,902,234**	**992,838**
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF MISC. ITEMS	3945								
COMM.-HOT DIGGITY CONCE	3963								
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965								
RECOVERY OF DAMAGE CLAI	3967	15,794			111,487	146,327	131%	189,528	43,201
NON-REVENUE RECEIPTS		**15,794**			**111,487**	**146,327**	**131%**	**189,528**	**43,201**
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	16,953			119,668			203,436	203,436
BEGINNING CASH BALANC		**16,953**			**119,668**			**203,436**	**203,436**
REVENUES		**292,383**	**21,587**	**7%**	**2,063,883**	**2,097,088**	**101%**	**3,508,601**	**1,411,513**

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		15,520			690,905			(690,905)
TRANSFERS FROM OTHR			**15,520**			**690,905**			**(690,905)**

TRANSFERS			**15,520**			**690,905**			**(690,905)**
REVENUES			**15,520**			**690,905**			**(690,905)**

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

005005 - H.M.F.P.FUND REVENUES . 12
5/1/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE-SHARED REVENUE	260B								
PRO-RATA FIRE INS. PREM	2620	19,583			138,235			235,000	235,000
FIRE INS REBATE/CODE EN	2625								
STATE-SHARED REVENUE		**19,583**			**138,235**			**235,000**	**235,000**
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
FIRE PROT.SHARE-USM	2862	7,971			56,266	95,652	169%	95,652	
HAZ.MAT.TRAINING FEES	2885								
PUBLIC SAFETY		**7,971**			**56,266**	**95,652**	**169%**	**95,652**	
CHARGES FOR SERVICES		**7,971**			**56,266**	**95,652**	**169%**	**95,652**	
FINES AND FORFEITS	330A								
FIRE CODE VIOLATIONS	3325	125	173	138%	882	1,603	181%	1,500	(103)
FINES AND FORFEITS		**125**	**173**	**138%**	**882**	**1,603**	**181%**	**1,500**	**(103)**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	458	361	78%	3,235	2,496	77%	5,500	3,004
INTEREST EARNINGS		**458**	**361**	**78%**	**3,235**	**2,496**	**77%**	**5,500**	**3,004**
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-OTHER	3469	416			2,941	575	19%	5,000	4,425

CONTRIBUTIONS-PRIVAT		**416**			**2,941**	**575**	**19%**	**5,000**	**4,425**
MISCELLANEOUS		**875**	**361**	**41%**	**6,176**	**3,071**	**49%**	**10,500**	**7,429**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF REAL ESTATE	3920								
SALE OF EQUIPMENT	3940								
INSURANCE REIMB-STORM	3962								
REFUND & RECOVERY	3965								
CAPITAL LEASE PROCEEDS	3970								
NOTE PROCEEDS	3975								
FIRE STATION	3975 03								
NOTE PROCEEDS									
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	63,674			449,469			764,097	764,097
BEGINNING CASH BALANC		**63,674**			**449,469**			**764,097**	**764,097**
REVENUES		**92,229**	**534**		**651,029**	**100,326**	**15%**	**1,106,749**	**1,006,423**

008008 - SPEC.ST.IMPR REVENUES

OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE

REVENUES	200									
INTER-GOVERNMNTL REVENUE	230A									
FEDERAL GRANTS	230B									
FAUS GRANT(LINC#1)	2331									
FAUS GRANT(LINC#2)	2332									
FAUS GRANT(CLASSIC DR)	2334									
FAUS GRANT(S.28TH)	2335									
FAUS GRANT(LINC#4)	2336									
FEDERAL GRANTS										
STATE-SHARED REVENUE	260B									
MUNICIPAL AID	2650	4,583			32,353	41,758	129%	55,000	13,242	
STATE-SHARED REVENUE		**4,583**			**32,353**	**41,758**	**129%**	**55,000**	**13,242**	
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
SAVINGS ACCOUNT/MMA	3405	83	123	148%	588	736	125%	1,000	264	
INTEREST EARNINGS		**83**	**123**	**148%**	**588**	**736**	**125%**	**1,000**	**264**	
CONTRIBUTIONS-PUBLIC	3450									
CONTRIB-USM-CLASSIC DR	3452									
CONTRIBUTIONS-FORREST	3455									
CONTRIBUTIONS-PUBLIC										
MISCELLANEOUS		**83**	**123**	**148%**	**588**	**736**	**125%**	**1,000**	**264**	
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F GENERAL FUND	3800 01									
T/F '99 TAX INCR CONST	3800 103									
T/F '93 STREETS,DRAINS	3800 110									
T/F MUN.ROAD & BRIDGE	3800 72									
T/F '92 PARKS,REC,STS.	3800 97									
TRANSFERS FROM OTHR										

TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
TIF DEPOSIT/PROCEEDS	3971								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	17,158			121,119			205,903	205,903
BEGINNING CASH BALANC		**17,158**			**121,119**			**205,903**	**205,903**
REVENUES		**21,825**	**123**		**154,061**	**42,494**	**27%**	**261,903**	**219,409**

009009 - W&S O&M REVENUES

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
CHARGES FOR SERVICES	280A								
SANITATION	2950								
LAGOON DUMPING	2955	1,666	2,920	175%	11,765	16,900	143%	20,000	3,100
SANITATION		**1,666**	**2,920**	**175%**	**11,765**	**16,900**	**143%**	**20,000**	**3,100**
CHARGES FOR SERVICES		**1,666**	**2,920**	**175%**	**11,765**	**16,900**	**143%**	**20,000**	**3,100**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	250	161	64%	1,765	1,377	78%	3,000	1,623
OTHER INTEREST-MMA	3407								
INTEREST EARNINGS		**250**	**161**	**64%**	**1,765**	**1,377**	**78%**	**3,000**	**1,623**

RENTS AND ROYALTIES	3410								
EQUIPMENT	3419								
RENTS AND ROYALTIES									
MISCELLANEOUS		**250**	**161**	**64%**	**1,765**	**1,377**	**78%**	**3,000**	**1,623**
ENTERPRISE ACCOUNTS	360A								
TAPS	3610								
SEWERAGE TREATMENT	3720								
METER RELOCATION	3730								
MISCELLANEOUS	3790								
ENTERPRISE ACCOUNTS									
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F WATER & SEWER B&I	3800 10								
T/F WATER & SEWER	3800 11	664,357	664,358	100%	4,689,585	4,650,506	99%	7,972,295	3,321,789
T/F CUSTOMER METER	3800 24								
TRANSFERS FROM OTHR		**664,357**	**664,358**	**100%**	**4,689,585**	**4,650,506**	**99%**	**7,972,295**	**3,321,789**
TRANSFERS		**664,357**	**664,358**	**100%**	**4,689,585**	**4,650,506**	**99%**	**7,972,295**	**3,321,789**
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF SCRAP MATERIAL	3943					1,769			(1,769)
SALE OF MISC. ITEMS	3945								
REFUND & RECOVERY	3965					126			(126)
RECOVERY OF DAMAGE CLAI	3967								
CAPITAL LEASE PROCEEDS	3970								
NON-REVENUE RECEIPTS						**1,895**			**(1,895)**
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	63,366			447,295			760,401	760,401
BEGINNING CASH BALANC		**63,366**			**447,295**			**760,401**	**760,401**

REVENUES		**729,641**	**667,439**	**91%**	**5,150,409**	**4,670,678**	**90%**	**8,755,696**	**4,085,018**
		CITY OF HATTIESBURG							. 18
010010 - W&S B&I REVENUES		REVENUE REPORT							5/1/13
		7 MONTHS ENDING 04/30/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		26			351			(351)
OTHER INTEREST-MMA	3407		20			70			(70)
TREASURY NOTES	3409								
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INTEREST EARNINGS			**46**			**421**			**(421)**
	---	---	---	---	---	---	---	---	---
MISCELLANEOUS			**46**			**421**			**(421)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F '06 W&S BOND CONST	3800 105								
T/F WATER & SEWER	3800 11								
T/F WATER & SEWER '06	3800 11A	158,558	158,558	100%	1,119,235	1,109,908	99%	1,902,700	792,792
T/F WATER & SEWER '12	3800 11B	73,480	73,480	100%	518,682	514,360	99%	881,760	367,400
T/F WTR/SWR(METER GO)	3800 11M	75,000	75,000	100%	529,412	525,000	99%	900,000	375,000
T/F W & S CONTINGENCY	3800 17								
T/F '12 W&S REV BOND C	3800 94								
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TRANSFERS FROM OTHR		**307,038**	**307,038**	**100%**	**2,167,329**	**2,149,268**	**99%**	**3,684,460**	**1,535,192**
	---	---	---	---	---	---	---	---	---
TRANSFERS		**307,038**	**307,038**	**100%**	**2,167,329**	**2,149,268**	**99%**	**3,684,460**	**1,535,192**
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PREMIUM	3913								
ACCRUED INTEREST	3915								
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SALE OF BONDS

NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	137,670			971,788			1,652,040	1,652,040
BEGINNING CASH BALANC		**137,670**			**971,788**			**1,652,040**	**1,652,040**
REVENUES		**444,708**	**307,084**	**69%**	**3,139,118**	**2,149,690**	**68%**	**5,336,500**	**3,186,810**

011011 - WATER & SEWER REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
LICENSES, PERMITS & FEES	220A								
OTHER PERMITS & FEES	2230								
NSF CHECK FEE	2290	416	280	67%	2,941	2,080	70%	5,000	2,920
OTHER PERMITS & FEES		**416**	**280**	**67%**	**2,941**	**2,080**	**70%**	**5,000**	**2,920**
LICENSES, PERMITS & F		**416**	**280**	**67%**	**2,941**	**2,080**	**70%**	**5,000**	**2,920**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	208	172	82%	1,471	1,599	108%	2,500	901
INTEREST EARNINGS		**208**	**172**	**82%**	**1,471**	**1,599**	**108%**	**2,500**	**901**
MISCELLANEOUS		**208**	**172**	**82%**	**1,471**	**1,599**	**108%**	**2,500**	**901**
ENTERPRISE ACCOUNTS	360A								
METERED WATER SALES	3600								
RESIDENTIAL WATER-NO T	3600 01	295,333	264,488	89%	2,084,706	2,161,805	103%	3,544,000	1,382,195
NON-RESIDENTIAL WATER	3600 011	65,416	51,206	78%	461,765	500,354	108%	785,000	284,646
TAXABLE WATER SALES	3600 02	165,750	135,932	82%	1,170,000	1,150,802	98%	1,989,000	838,198

TAXABLE WATER-USA YEAS	3600 03	146,416	12,030	8%	1,033,529	159,956	15%	1,757,000	1,597,044
METERED WATER SALES		**672,916**	**463,655**	**68%**	**4,750,000**	**3,972,916**	**83%**	**8,075,000**	**4,102,084**
WATER TAPS	3610	9,583	58,828	613%	67,647	156,322	231%	115,000	(41,322)
WATER TURN-ON FEE	3620	5,333	6,330	118%	37,647	42,140	111%	64,000	21,860
SEWER TAPS	3625	1,250			8,824	6,405	72%	15,000	8,595
SEWER CHARGES	3630								
NON-RESIDENTIAL SEWER	3630 01	141,666	141,207	99%	1,000,000	1,191,907	119%	1,700,000	508,093
RESIDENTIAL SEWER	3630 02	266,666	275,055	103%	1,882,353	2,131,737	113%	3,200,000	1,068,263
LAMAR PARK SEWER	3630 03	16,250	15,954	98%	114,706	109,263	95%	195,000	85,737
MARSHALL DURBIN SEWER	3630 04	30,833	50,019	162%	217,647	154,688	71%	370,000	215,312
PETAL SEWER	3630 05	25,000	34,360	137%	176,471	267,295	151%	300,000	32,705
HERCULES	3630 06	500	1,767	353%	3,529	6,423	182%	6,000	(423)
PBRSWMA-LEACHATE	3630 07	333	529	158%	2,353	3,169	134%	4,000	831
ZEON CHEMICALS	3630 08	3,166	2,845	89%	22,353	16,945	75%	38,000	21,055
USA YEAST SEWER	3630 09	51,250	52,740	102%	361,765	345,359	95%	615,000	269,641
DAIRY FRESH SEWER	3630 10	5,166	6,537	126%	36,471	50,443	138%	62,000	11,557
OTHER SPEC SWR CONTRAC	3630 11		9,868			62,413			(62,413)
SEWER CHARGES		**540,833**	**590,881**	**109%**	**3,817,647**	**4,339,645**	**113%**	**6,490,000**	**2,150,355**
SEWERAGE TREATMENT	3720								
ENTERPRISE ACCOUNTS		**1,229,916**	**1,119,693**	**91%**	**8,681,765**	**8,517,428**	**98%**	**14,759,000**	**6,241,572**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES		**1,230,541**	**1,120,145**	**91%**	**8,686,176**	**8,521,107**	**98%**	**14,766,500**	**6,245,393**

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								
CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		1			17			(17)
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS			**1**			**17**			**(17)**
MISCELLANEOUS			**1**			**17**			**(17)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F '99 TAX INCRE CONS	3800 103								
T/F TAX COLLECTORS-GPT	3800 27	5,515	68,300	1238%	38,934	68,300	175%	66,188	(2,112)
TRANSFERS FROM OTHR		**5,515**	**68,300**	**1238%**	**38,934**	**68,300**	**175%**	**66,188**	**(2,112)**
TRANSFERS		**5,515**	**68,300**	**1238%**	**38,934**	**68,300**	**175%**	**66,188**	**(2,112)**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	6,014			42,456			72,175	72,175
BEGINNING CASH BALANC		**6,014**			**42,456**			**72,175**	**72,175**

REVENUES		**11,530**	**68,301**	**592%**	**81,390**	**68,317**	**83%**	**138,363**		**70,046**

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

013013 - CITY B&I REVENUES

. 22
5/1/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
PROPERTY TAX DISTR-SUNB	2728								
KOHLER DEBT.SER-FORREST	2730	5,301			37,422	63,617	169%	63,617	
CITY/COUNTY-SHARED RE		**5,301**			**37,422**	**63,617**	**169%**	**63,617**	
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	166	137	82%	1,176	972	82%	2,000	1,028
OTHER INTEREST-MMA	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS		**166**	**137**	**82%**	**1,176**	**972**	**82%**	**2,000**	**1,028**
RENTS AND ROYALTIES	3410								
BUILDING	3412								
KOHLER	3412 17								
ABILITYWORKS INC(ALLI	3412 19								
OTHER BLDG. RENT	3412 99								
BUILDING									
RENTS AND ROYALTIES									
MISCELLANEOUS		**166**	**137**	**82%**	**1,176**	**972**	**82%**	**2,000**	**1,028**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								

T/F SPEC.SALES TAX	3800	107	10,426	10,427	100%	73,599	72,989	99%	125,119	52,130
T/F TAX COLLECTORS-GPT	3800	27	233,333	55,664	23%	1,647,059	2,482,680	150%	2,800,000	317,320
T/F INDUSTRIAL PARK DE	3800	87								
T/F IND.PARK (KOHLER)	3800	87K	22,850			161,301			274,211	274,211
T/F IND.PARK (SUNBEAM)	3800	87S								
T/F D/T LIGHTING	3800	90								
TRANSFERS FROM OTHR			**266,610**	**66,091**	**24%**	**1,881,959**	**2,555,669**	**135%**	**3,199,330**	**643,661**
TRANSFERS			**266,610**	**66,091**	**24%**	**1,881,959**	**2,555,669**	**135%**	**3,199,330**	**643,661**
NON-REVENUE RECEIPTS	390A									
SALE OF BONDS	3910									
ACCRUED INT-RFDG BONDS	3915									
SALE OF BONDS										
SALE OF REAL ESTATE-SAC	3920		18,237			128,735	63,660	49%	218,850	155,190
REFUND & RECOVERY	3965									
NON-REVENUE RECEIPTS			**18,237**			**128,735**	**63,660**	**49%**	**218,850**	**155,190**
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999		253,336			1,788,256			3,040,036	3,040,036
BEGINNING CASH BALANC			**253,336**			**1,788,256**			**3,040,036**	**3,040,036**
REVENUES			**543,652**	**66,227**	**12%**	**3,837,549**	**2,683,918**	**69%**	**6,523,833**	**3,839,915**

014014 - SCHOOL FUNDREVENUES

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		335,329			14,535,024			(14,535,024)

T/F TAX COLL-GPT-'88 B	3800 27SB		46,068			1,958,356			(1,958,356)
TRANSFERS FROM OTHR			**381,397**			**16,493,381**			**(16,493,381)**
TRANSFERS			**381,397**			**16,493,381**			**(16,493,381)**
REVENUES			**381,397**			**16,493,381**			**(16,493,381)**

015015 - W&S B&I USAYEAST REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	16	22	137%	118	105	88%	200	95
OTHER INTEREST-MMA	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS		**16**	**22**	**137%**	**118**	**105**	**88%**	**200**	**95**
MISCELLANEOUS		**16**	**22**	**137%**	**118**	**105**	**88%**	**200**	**95**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F 2002 USA YEAST PRO	3800 106								
T/F WATER & SEWER	3800 11	25,833	25,833	100%	182,353	180,833	99%	310,000	129,167
TRANSFERS FROM OTHR		**25,833**	**25,833**	**100%**	**182,353**	**180,833**	**99%**	**310,000**	**129,167**
TRANSFERS		**25,833**	**25,833**	**100%**	**182,353**	**180,833**	**99%**	**310,000**	**129,167**
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PREMIUM	3913								
ACCRUED INT-'02 W&S BO	3915								

SALE OF BONDS									
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	11,820			83,436			141,841	141,841
BEGINNING CASH BALANC		**11,820**			**83,436**			**141,841**	**141,841**
REVENUES		**37,670**	**25,855**	**68%**	**265,906**	**180,938**	**68%**	**452,041**	**271,103**

017017 - W&S CONTINGENCY REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405								
TREASURY NOTES	3409								
INTEREST EARNINGS									
MISCELLANEOUS									
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F WATER & SEWER	3800 11								
TRANSFERS FROM OTHR									
TRANSFERS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
BEGINNING CASH BALANC									
REVENUES									
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405								
INTEREST EARNINGS									
P&FD&R EMPLOYEE CONTRIB	3470		1,216			9,105			(9,105)
MISCELLANEOUS			**1,216**			**9,105**			**(9,105)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		29,971			1,364,588			(1,364,588)
TRANSFERS FROM OTHR			**29,971**			**1,364,588**			**(1,364,588)**
TRANSFERS			**29,971**			**1,364,588**			**(1,364,588)**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES			**31,187**			**1,373,692**			**(1,373,692)**

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
JUST.-TREAS(ATF)	2306								
JUST.-HURRICANE RELIEF(	2308								
FEDERAL GRANTS									
STATE GRANTS	250B								
CRIME PREVENTION PROGRA	2516								
PR VOTECH TRAINING	2517								
ATT'Y GEN./TOBACCO REVE	2525								
STATE GRANTS									
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
K-9 TRAINING	2872								
BAD CHECK PROC. FEES	2875	183	1,130	617%	1,294	5,500	425%	2,200	(3,300)
DISPATCHER TRNG. FEES	2890					2,700			(2,700)
SWORN TRNG FEES	2891								
NON-SWORN TRNG FEES	2892								
METRO CRIME SCENE FEES	2895								
METRO CRIME SCENE-LAM	2895 01								
METRO CRIME SCENE-PET	2895 02								
METRO CRIME SCENE-FOR	2895 03								
METRO CRIME SCENE F									
PUBLIC SAFETY		**183**	**1,130**	**617%**	**1,294**	**8,200**	**633%**	**2,200**	**(6,000)**
CHARGES FOR SERVICES		**183**	**1,130**	**617%**	**1,294**	**8,200**	**633%**	**2,200**	**(6,000)**

FINES AND FORFEITS	330A									
DARE CITY COURT COSTS	3321	951	4,883	513%	6,717	16,302	242%	11,419	(4,883)	
NARC.FORFEITURES-POLICE	3323	1,684	7,062	419%	11,892	27,478	231%	20,216	(7,262)	
FORF-FED(TREAS/IRS/ATF)	3324									
FORF-FED(JUSTICE/DEA)	3326	556	49-	8%	3,928	10,444	265%	6,677	(3,767)	
FINES AND FORFEITS		**3,192**	**11,896**	**372%**	**22,536**	**54,224**	**240%**	**38,312**	**(15,912)**	
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
SAVINGS ACCOUNT/MMA	3405		8			23			(23)	
INTEREST EARNINGS			**8**			**23**			**(23)**	
CONTRIBUTIONS-PUBLIC	3450									
CONTRIB-LAMAR CNTY	3451									
CONTRIB-USM	3452									
CONTRIB-PETAL	3453									
CONTRIB-METRO CRIME ST	3454									
CONTRIBUTIONS-FORREST	3455									
CONTRIBUTIONS-OTHER	3459									
CONTRIBUTIONS-PUBLIC										
CONTRIBUTIONS-PRIVATE	3460									
CONTRIB-D.A.R.E.	3461									
CONTRIB-OTHER	3469									
CONTRIBUTIONS-PRIVAT										
MISCELLANEOUS			**8**			**23**			**(23)**	
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F GENERAL FUND	3800 01									
TRANSFERS FROM OTHR										
TRANSFERS										
NON-REVENUE RECEIPTS	390A									

SALE OF EQUIPMENT	3940									
SALE OF CANINES	3946									
INSURANCE REIMB-STORM	3962									
REFUND & RECOVERY	3965									
NON-REVENUE RECEIPTS										
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999	20,599			145,409			247,196	247,196	
BEGINNING CASH BALANC		**20,599**			**145,409**			**247,196**	**247,196**	
REVENUES		**23,975**	**13,034**	**54%**	**169,240**	**62,446**	**36%**	**287,708**	**225,262**	

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE	
REVENUES	200									
INTER-GOVERNMNTL REVENUE	230A									
CITY/COUNTY-SHARED REVEN	270B									
FORREST CTY	2705	3,274			23,114	39,294	170%	39,294		
CITY/COUNTY-SHARED RE		**3,274**			**23,114**	**39,294**	**170%**	**39,294**		
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
SAVINGS ACCOUNT/MMA	3405		1			15				(15)
OTHER INTEREST	3407									
TREASURY NOTES	3409									
INTEREST EARNINGS			**1**			**15**				**(15)**
MISCELLANEOUS			**1**			**15**				**(15)**
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									

T/F TAX COLLECTORS-GPT	3800 27	4,181			29,518			50,181	50,181
T/F '02 TIF CONSTR-SO.	3800 88								
TRANSFERS FROM OTHR		**4,181**			**29,518**			**50,181**	**50,181**
TRANSFERS		**4,181**			**29,518**			**50,181**	**50,181**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	5,393			38,073			64,724	64,724
BEGINNING CASH BALANC		**5,393**			**38,073**			**64,724**	**64,724**
REVENUES		**12,849**	**1**		**90,705**	**39,309**	**43%**	**154,199**	**114,890**

021021 - 2004 TIF B&I-H/D REVENUES

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708	2,182			15,402	26,184	170%	26,184	
CITY/COUNTY-SHARED RE		**2,182**			**15,402**	**26,184**	**170%**	**26,184**	
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	8	6	75%	59	46	77%	100	54
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS		**8**	**6**	**75%**	**59**	**46**	**77%**	**100**	**54**

MISCELLANEOUS		**8**	**6**	**75%**	**59**	**46**	**77%**	**100**	**54**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	4,863	57,051	1173%	34,329	57,051	166%	58,360	1,309
T/F '04 TIF CONSTR-HOM	3800 89								
TRANSFERS FROM OTHR		**4,863**	**57,051**	**1173%**	**34,329**	**57,051**	**166%**	**58,360**	**1,309**
TRANSFERS		**4,863**	**57,051**	**1173%**	**34,329**	**57,051**	**166%**	**58,360**	**1,309**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	10,271			72,508			123,263	123,263
BEGINNING CASH BALANC		**10,271**			**72,508**			**123,263**	**123,263**
REVENUES		**17,325**	**57,057**	**329%**	**122,298**	**83,281**	**68%**	**207,907**	**124,626**

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		7			77			(77)
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS			**7**			**77**			**(77)**

MISCELLANEOUS				**7**			**77**			**(77)**
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F GENERAL FUND	3800	01								
T/F TAX COLLECTORS-GPT	3800	27	20,113			141,974			241,356	241,356
T/F 2003 TIF CONST-CHA	3800	90								
TRANSFERS FROM OTHR			**20,113**			**141,974**			**241,356**	**241,356**
TRANSFERS			**20,113**			**141,974**			**241,356**	**241,356**
NON-REVENUE RECEIPTS	390A									
REFUND & RECOVERY	3965									
NON-REVENUE RECEIPTS										
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999		11,811			83,376			141,739	141,739
BEGINNING CASH BALANC			**11,811**			**83,376**			**141,739**	**141,739**
REVENUES			**31,924**	**7**		**225,350**	**77**		**383,095**	**383,018**

023023 - 2007 TIF B&I-T/C REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708	9,057	108,694	1200%	63,938	108,694	169%	108,694	
CITY/COUNTY-SHARED RE		**9,057**	**108,694**	**1200%**	**63,938**	**108,694**	**169%**	**108,694**	
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	25	19	76%	176	127	72%	300	173

OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS		**25**	**19**	**76%**	**176**	**127**	**72%**	**300**	**173**
MISCELLANEOUS		**25**	**19**	**76%**	**176**	**127**	**72%**	**300**	**173**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	29,376			207,363			352,517	352,517
T/F 2007 TIF CONST-TUR	3800 91								
TRANSFERS FROM OTHR		**29,376**			**207,363**			**352,517**	**352,517**
TRANSFERS		**29,376**			**207,363**			**352,517**	**352,517**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	18,288			129,098			219,466	219,466
BEGINNING CASH BALANC		**18,288**			**129,098**			**219,466**	**219,466**
REVENUES		**56,748**	**108,713**	**191%**	**400,575**	**108,821**	**27%**	**680,977**	**572,156**

		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708								
CITY/COUNTY-SHARED RE									

MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
SAVINGS ACCOUNT/MMA	3405			7			65			(65)
OTHER INTEREST	3407									
TREASURY NOTES	3409									
INTEREST EARNINGS				**7**			**65**			**(65)**
MISCELLANEOUS				**7**			**65**			**(65)**
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F TAX COLLECTORS-GPT	3800	27	6,409	67,533	1053%	45,243	67,533	149%	76,913	9,380
T/F 2008 TIF CONST-L/C	3800	90								
TRANSFERS FROM OTHR			**6,409**	**67,533**	**1053%**	**45,243**	**67,533**	**149%**	**76,913**	**9,380**
TRANSFERS			**6,409**	**67,533**	**1053%**	**45,243**	**67,533**	**149%**	**76,913**	**9,380**
NON-REVENUE RECEIPTS	390A									
REFUND & RECOVERY	3965									
NON-REVENUE RECEIPTS										
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999		9,838			69,447			118,060	118,060
BEGINNING CASH BALANC			**9,838**			**69,447**			**118,060**	**118,060**
REVENUES			**16,247**	**67,540**	**415%**	**114,690**	**67,598**	**58%**	**194,973**	**127,375**

025025 - 2011 TIF B&I-KOHLS REVENUES

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								

CITY/COUNTY-SHARED REVEN	270B									
LAMAR CTY	2708	2,683			18,941			32,200	32,200	
CITY/COUNTY-SHARED RE		**2,683**			**18,941**			**32,200**	**32,200**	
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
SAVINGS ACCOUNT/MMA	3405		1			9			(9)	
OTHER INTEREST	3407									
TREASURY NOTES	3409									
INTEREST EARNINGS			**1**			**9**			**(9)**	
MISCELLANEOUS			**1**			**9**			**(9)**	
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F TAX COLLECTORS-GPT	3800 27	6,194	68,410	1104%	43,729	68,410	156%	74,339	5,929	
T/F 2011 TIF CONST-KOH	3800 91	4			29	49	168%	49		
TRANSFERS FROM OTHR		**6,199**	**68,410**	**1103%**	**43,758**	**68,459**	**156%**	**74,388**	**5,929**	
TRANSFERS		**6,199**	**68,410**	**1103%**	**43,758**	**68,459**	**156%**	**74,388**	**5,929**	
NON-REVENUE RECEIPTS	390A									
REFUND & RECOVERY	3965									
APPROPRIABLE FUND BALAN	3999	1,315			9,287			15,788	15,788	
NON-REVENUE RECEIPTS		**1,315**			**9,287**			**15,788**	**15,788**	
REVENUES		**10,198**	**68,411**	**670%**	**71,986**	**68,468**	**95%**	**122,376**	**53,908**	

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

027027 - TAX COLLECTOR'S REVENUES

5/1/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								

GENERAL PROPERTY TAXES	200A									
CURRENT YEAR TAXES	2000									
REALTY	2001									
REALTY-CITY	2001	CITY		211,603			11,820,509			(11,820,509)
REALTY-O/S SCHOOL DIS	2001	OSD								
REALTY-SCHOOL	2001	SCHL		222,098			12,230,437			(12,230,437)
REALTY-W/I SCHOOL DIS	2001	WSD								
	---		---	---	---	---	---	---	---	---
REALTY				**433,701**			**24,050,945**			**(24,050,945)**
HOMESTEAD LOSS	2005			7382-			(326,848)			326,848
EXEMPT-TAX LOSS REIMB.	2006						240,784			(240,784)
PERSONALTY-AUTO/RAILRO	2010									
PRSNLTY AUTO-CITY	2010	CITY		146,075			695,719			(695,719)
PRSNLTY AUTO-O/S SCHO	2010	OSD								
PRSNLTY RR-O/S SCHOOL	2010	OSDRR								
PRSNLTY AUTO-SCHOOL	2010	SCHL		154,222			727,519			(727,519)
PRSNLTY AUTO-W/I SCHO	2010	WSD								
	---		---	---	---	---	---	---	---	---
PERSONALTY-AUTO/RAI				**300,297**			**1,423,237**			**(1,423,237)**
PERSONALTY	2020									
PERSONALTY-CITY	2020	CITY		42,018			3,833,427			(3,833,427)
PERSONALTY-O/S SCHOOL	2020	OSD								
PERSONALTY-SCHOOL	2020	SCHL		44,982			3,648,063			(3,648,063)
PERSONALTY-W/I SCHOOL	2020	WSD								
	---		---	---	---	---	---	---	---	---
PERSONALTY				**87,000**			**7,481,490**			**(7,481,490)**
RENTAL VEHICLES	2026									
RENTAL VEHICLES-GENER	2026	GEN								
	---		---	---	---	---	---	---	---	---
RENTAL VEHICLES										
	---		---	---	---	---	---	---	---	---
CURRENT YEAR TAXES				**813,616**			**32,869,608**			**(32,869,608)**
PRIOR YEAR TAXES	2030									
NON-EXEMPT REALTY P/Y	2031			940			50,968			(50,968)
EXEMPT REALTY P/Y	2035			1,218			74,889			(74,889)
PERSONALTY-AUTO P/Y	2040			8,045			340,668			(340,668)
PERSONALTY-RAIL CAR P/	2045									

PERSONALTY P/Y	2050		64818-			(32,413)			32,413
PRIOR YEAR TAXES			**54615-**			**434,112**			**(434,112)**
GENERAL PROPERTY TAXE			**759,001**			**33,303,720**			**(33,303,720)**
TAXES-OTHER	206A								
INT/PENALTY ON DEL. TAX	2100		19,019			124,878			(124,878)
EXCESS BID-PROP. TAXES	2110								
TAXES-OTHER			**19,019**			**124,878**			**(124,878)**
LICENSES, PERMITS & FEES	220A								
OTHER PERMITS & FEES	2230								
CITY CLERK FEES	2232								
OTHER PERMITS & FEES									
LICENSES, PERMITS & F									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		889			2,786			(2,786)
TREASURY NOTES	3409								
INTEREST EARNINGS			**889**			**2,786**			**(2,786)**
MISCELLANEOUS			**889**			**2,786**			**(2,786)**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
REVENUES			**778,909**			**33,431,384**			**(33,431,384)**

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
OTHER PERMITS & FEES	2230								
FLOWAGE FEE	2295								
		---	---	---	---	---	---	---	---
OTHER PERMITS & FEES									
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FEDERAL AVIATION ADM.	2330	107,849			761,290	18,831	2%	1,294,193	1,275,362
		---	---	---	---	---	---	---	---
FEDERAL GRANTS		**107,849**			**761,290**	**18,831**	**2%**	**1,294,193**	**1,275,362**
STATE GRANTS	250B								
MDOT-MULTIMODAL GRANT	2509								
AIRPORT GRANT	2540								
		---	---	---	---	---	---	---	---
STATE GRANTS									
STATE-SHARED REVENUE	260B								
AIRPLANE REGISTRATION T	2655								
		---	---	---	---	---	---	---	---
STATE-SHARED REVENUE									
CITY/COUNTY-SHARED REVEN	270B								
AIRPORT ASSIST-FORREST	2725								
		---	---	---	---	---	---	---	---
CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		9			44			(44)
		---	---	---	---	---	---	---	---
INTEREST EARNINGS			**9**			**44**			**(44)**
RENTS AND ROYALTIES	3410								
BUILDING	3412								
YORK INT/JOHNSON CONT	3412 12	291			2,059			3,500	3,500
LORESCO INC	3412 13	100	100	100%	706	700	99%	1,200	500
COCA COLA (1906 COMPA	3412 14								

H'BURG HANGER ASSN.	3412 18	55			388			660	660
SOUTHEAST AVIATION SE	3412 21	1,750	2,339	133%	12,353	12,997	105%	21,000	8,003
OTHER BLDG. RENT	3412 99								
BUILDING		**2,196**	**2,439**	**111%**	**15,506**	**13,697**	**88%**	**26,360**	**12,663**
MINERAL LEASE-AIRPORT	3418								
RENTS AND ROYALTIES		**2,196**	**2,439**	**111%**	**15,506**	**13,697**	**88%**	**26,360**	**12,663**
MISCELLANEOUS		**2,196**	**2,447**	**111%**	**15,506**	**13,742**	**88%**	**26,360**	**12,618**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	8,333			58,824	100,000	169%	100,000	
TRANSFERS FROM OTHR		**8,333**			**58,824**	**100,000**	**169%**	**100,000**	
TRANSFERS		**8,333**			**58,824**	**100,000**	**169%**	**100,000**	
NON-REVENUE RECEIPTS	390A								
SALE OF REAL ESTATE	3920								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	10,411			73,491			124,934	124,934
BEGINNING CASH BALANC		**10,411**			**73,491**			**124,934**	**124,934**
REVENUES		**128,790**	**2,447**	**1%**	**909,110**	**132,573**	**14%**	**1,545,487**	**1,412,914**

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
NON-REVENUE RECEIPTS	390A								

SALE OF BONDS	3910									
BOND PROCEEDS	3912									
BOND PREMIUM	3913									
ACCRUED INTEREST	3915									
		----------	----------	---	----------	----------	---	----------	----------	
SALE OF BONDS										
		----------	----------	---	----------	----------	---	----------	----------	
NON-REVENUE RECEIPTS										
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999									
		----------	----------	---	----------	----------	---	----------	----------	
BEGINNING CASH BALANC										
		----------	----------	---	----------	----------	---	----------	----------	
REVENUES										

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FHWA-STORM RELATED	2323								
FEMA RELIEF	2337								
		----------	----------	---	----------	----------	---	----------	----------
FEDERAL GRANTS									
STATE GRANTS	250B								
STATE BOND FDS TRACE/ZO	2501								
WEATHERSBY ROAD	2533								
MDOT-MPO GRANT	2555								
MDOT-MPO GRANT	2555 01								
MDOT-TRAFFIC SIGNALS	2555 02	14,253			100,610	20,214	20%	171,037	150,823
MDOT-NEW TARGET	2555 03								
MDOT-#1 HARDY ST WIDEN	2555 04								
MDOT-LLT-US 49 TO MAIN	2555 05	97,666			689,412			1,172,000	1,172,000

MDOT-#2 HARDY ST WIDEN	2555 06	47,994	51,709	107%	338,785	51,709	15%	575,935	524,226
MDOT-TRAF SIGNAL-SO.PO	2555 07								
MDOT-ARRA-PINE B'WAY T	2555 08								
MDOT-SIDEWALKS-SCHOOLS	2555 09	18,320			129,318	4,005	3%	219,840	215,835
MDOT-WESTERN BELTWAY	2555 10	39,583			279,412			475,000	475,000
MDOT-RAILROAD CROSSING	2555 11	4,166			29,412			50,000	50,000
MDOT-FUTURE PROJECT	2555 12								
MDOT-B'WAY,MOBILE TE	2555 13	55,583			392,353			667,000	667,000
MDOT-34TH AVE TE	2555 14	9,416			66,471			113,000	113,000
MDOT-4TH ST PHASE I	2555 15	225,895			1,594,553			2,710,740	2,710,740
MDOT-4TH ST PHASE II	2555 16	70,000			494,118			840,000	840,000
MDOT-MPO GRANT		**582,879**	**51,709**	**8%**	**4,114,442**	**75,929**	**1%**	**6,994,552**	**6,918,623**
STATE GRANTS		**582,879**	**51,709**	**8%**	**4,114,442**	**75,929**	**1%**	**6,994,552**	**6,918,623**
CITY/COUNTY-SHARED REVEN	270B								
PRO-RATA CTY RD TAX-FOR	2710	106,833	30,181	28%	754,118	1,065,425	141%	1,282,000	216,575
PRO-RATA CTY RD TAX-LAM	2715	59,166	7,730	13%	417,647	664,596	159%	710,000	45,404
MISCELLANEOUS GRANTS	2740								
CITY/COUNTY-SHARED RE		**166,000**	**37,911**	**22%**	**1,171,765**	**1,730,021**	**147%**	**1,992,000**	**261,980**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	58			412	6	1%	700	694
INTEREST EARNINGS		**58**			**412**	**6**	**1%**	**700**	**694**
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455	6,250			44,118			75,000	75,000
CONTRIB-RAILS TO TRAIL	3457	28,333			200,000			340,000	340,000
CONTRIBUTIONS-PUBLIC		**34,583**			**244,118**			**415,000**	**415,000**
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-RAILROAD PROJE	3461	22,250			157,059	181,000	115%	267,000	86,000
CONTRIB-CHAUVET SQ.PRO	3469								

CONTRIBUTIONS-PRIVAT		**22,250**			**157,059**	**181,000**	**115%**	**267,000**	**86,000**
MISCELLANEOUS		**56,891**			**401,588**	**181,006**	**45%**	**682,700**	**501,694**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F W & S CONSTRUCTION	3800 75								
T/F INDUSTRIAL PARK DE	3800 87								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF TIMBER	3923								
REFUND & RECOVERY	3965					452			(452)
REFUND-COST SHARING	3969								
CAPITAL LEASE PROCEEDS	3970								
NON-REVENUE RECEIPTS						**452**			**(452)**
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	49,396			348,682			592,759	592,759
BEGINNING CASH BALANC		**49,396**			**348,682**			**592,759**	**592,759**
REVENUES		**855,167**	**89,621**	**10%**	**6,036,477**	**1,987,407**	**32%**	**10,262,011**	**8,274,604**

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

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073073 - MASS TRANSIT REVENUES 5/1/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
UMTA-MASS TRANS-OPER.C/	2340	68,827	20,038	29%	485,838	168,053	34%	825,924	657,871
UMTA-MASS TRANS-CAPTL.	2341	37,845			267,142	28,895	10%	454,142	425,247
UMTA-MASS TRANS-PLANNIN	2342					2,696			(2,696)

UMTA-MASS TRANS-P/Y	2343								
UMTA-MASS TRANS-PREV.C/	2344	25,337	10,224	40%	178,855	103,306	57%	304,054	200,748
ARRA-MASS TRANS	2345	32,530	202		229,628	65,964	28%	390,368	324,404
FEDERAL GRANTS		**164,540**	**30,464**	**18%**	**1,161,464**	**368,914**	**31%**	**1,974,488**	**1,605,574**
STATE GRANTS	250B								
MDOT GRANT(PLANNING/CAP	2555								
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		46			148			(148)
INTEREST EARNINGS			**46**			**148**			**(148)**
MASS TRANSIT CHARGES	3520								
BUS FARES-FIXED ROUTES	3525	2,916	2,908	99%	20,588	22,651	110%	35,000	12,349
BUS FARES-DEMAND RES-D	3527								
ADVERTISING	3535	283	206	72%	2,000	1,870	93%	3,400	1,530
MISC. CHARGES & FEES	3540								
MASS TRANSIT CHARGES		**3,200**	**3,114**	**97%**	**22,588**	**24,520**	**108%**	**38,400**	**13,880**
MISCELLANEOUS		**3,200**	**3,160**	**98%**	**22,588**	**24,669**	**109%**	**38,400**	**13,731**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	27,916			197,059	335,000	169%	335,000	
T/F TAX COLLECTORS-GPT	3800 27	16,666	3,963	23%	117,647	176,555	150%	200,000	23,445
TRANSFERS FROM OTHR		**44,583**	**3,963**	**8%**	**314,706**	**511,555**	**162%**	**535,000**	**23,445**
TRANSFERS		**44,583**	**3,963**	**8%**	**314,706**	**511,555**	**162%**	**535,000**	**23,445**
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940					7,414			(7,414)
SALE OF SCRAP MATERIAL	3943								
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965								

RECOVERY OF DAMAGE CLAI	3967								
NON-REVENUE RECEIPTS						**7,414**			**(7,414)**
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	11,452			80,842			137,431	137,431
BEGINNING CASH BALANC		**11,452**			**80,842**			**137,431**	**137,431**
REVENUES		**223,776**	**37,587**	**16%**	**1,579,599**	**912,551**	**57%**	**2,685,319**	**1,772,768**

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

075075 - W&S CONSTR.REVENUES

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5/1/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
CDBG-USA YEAST	2336	416,666			2,941,176	48,856	1%	5,000,000	4,951,144
FEMA RELIEF	2337								
CDBG-WIS PAK	2338	3,182			22,463	38,187	169%	38,187	
CDBG-WATER PLANT 2 RENO	2339	10,871			76,741	35,425	46%	130,459	95,034
US CORPS OF ENGR PROJEC	2354								
LAGOON AERATORS-DOE ARR	2357								
COUNTRY CLUB WATER-EPA	2358								
NRCS EROSION CONTROL GR	2512								
I.P.-HYBERPLASTIC-MDA G	2514								
FEDERAL GRANTS		**430,720**			**3,040,380**	**122,468**	**4%**	**5,168,646**	**5,046,178**
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								
PETAL	2737								
LAMAR PARK	2738								
CITY/COUNTY-SHARED RE									

MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
SAVINGS ACCOUNT/MMA	3405	83	78	93%	588	1,545	262%	1,000	(545)	
INTEREST EARNINGS		**83**	**78**	**93%**	**588**	**1,545**	**262%**	**1,000**	**(545)**	
RENTS AND ROYALTIES	3410									
LAND	3411									
TRITELL COMMUNICATION	3411 12									
AT&T/CINGULAR(WTR WOR	3411 13	2,083	15,257	732%	14,706	18,735	127%	25,000	6,265	
SBA STRUCTURES (WM CA	3411 14	1,166	1,230	105%	8,235	9,839	119%	14,000	4,161	
LAND		**3,250**	**16,487**	**507%**	**22,941**	**28,574**	**124%**	**39,000**	**10,426**	
BUILDING	3412									
USM CELLULAR ONE RENT	3412 41									
TH INC MANAGEMENT(USM	3412 42									
VERIZON-USM WATER TAN	3412 43	1,075	1,156	107%	7,588	8,089	106%	12,900	4,811	
CELLULAR SOUTH(MULTI	3412 44	1,380	1,380	100%	9,741	9,660	99%	16,560	6,900	
BUILDING		**2,455**	**2,536**	**103%**	**17,329**	**17,749**	**102%**	**29,460**	**11,711**	
RENTS AND ROYALTIES		**5,705**	**19,023**	**333%**	**40,271**	**46,323**	**115%**	**68,460**	**22,137**	
CONTRIBUTIONS-PRIVATE	3460									
CONTRIB-USA YEAST SWR	3461									
CONTRIBUTIONS-PRIVAT										
MISCELLANEOUS		**5,788**	**19,101**	**330%**	**40,859**	**47,868**	**117%**	**69,460**	**21,592**	
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F GENERAL FUND	3800 01									
T/F WATER & SEWER O &	3800 09									
T/F WATER & SEWER B&I	3800 10									
T/F WATER & SEWER	3800 11	150,000	88,209	58%	1,058,824	1,315,310	124%	1,800,000	484,690	
T/F W & S CONTINGENCY	3800 17									
T/F COM.DEV.BLK.GRANT	3800 82									

T/F INDUSTRIAL PARK DE	3800 87								
TRANSFERS FROM OTHR		**150,000**	**88,209**	**58%**	**1,058,824**	**1,315,310**	**124%**	**1,800,000**	**484,690**
TRANSFERS		**150,000**	**88,209**	**58%**	**1,058,824**	**1,315,310**	**124%**	**1,800,000**	**484,690**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
CAPITAL LEASE PROCEEDS	3970								
NOTE PROCEEDS	3975	250,000	3,000,000	1200%	1,764,706	3,000,000	169%	3,000,000	
SRF LOAN PROCEEDS-#1	3980								
SRF LOAN PROCEEDS-#2	3985								
SRF LOAN PROCEEDS-#3	3987								
NON-REVENUE RECEIPTS		**250,000**	**3,000,000**	**1200%**	**1,764,706**	**3,000,000**	**169%**	**3,000,000**	
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	415,003			2,929,435			4,980,039	4,980,039
BEGINNING CASH BALANC		**415,003**			**2,929,435**			**4,980,039**	**4,980,039**
REVENUES		**1,251,512**	**3,107,310**	**248%**	**8,834,203**	**4,485,646**	**50%**	**15,018,145**	**10,532,499**

077077 - COMMUNITY CTR REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
CHARGES FOR SERVICES	280A								
CULTURE AND RECREATION	3100								
SAENGER RESTORA/MAINT	3125								
SAENGER CONCESSIONS	3132								
GIFT SHOP CONCESSIONS	3135								
TCKT MASTER/IN-HOUSE P	3136								
MCNAIR REC CTR USE FE	3140	41			294			500	500
SIGLER CENTER USE FEE	3141	125	13-	10%	882	88	9%	1,500	1,413
C.E.ROY/5TH ST.C.C.USE	3142	666	38	5%	4,706	1,278	27%	8,000	6,722

JDS C.C. USE FEE	3143	1,083	325	30%	7,647	4,283	56%	13,000	8,718
SAENGER THEATER USE FE	3144								
CULTURAL CTR USE FEE	3146	583	450	77%	4,118	4,125	100%	7,000	2,875
N R BURGER/6TH ST CC U	3148								
CULTURE AND RECREATI		**2,500**	**800**	**32%**	**17,647**	**9,773**	**55%**	**30,000**	**20,227**
CHARGES FOR SERVICES		**2,500**	**800**	**32%**	**17,647**	**9,773**	**55%**	**30,000**	**20,227**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	16	30	187%	118	180	152%	200	20
INTEREST EARNINGS		**16**	**30**	**187%**	**118**	**180**	**152%**	**200**	**20**
RENTS AND ROYALTIES	3410								
EQUIPMENT	3419								
RENTS AND ROYALTIES									
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455								
CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
MISCELLANEOUS		**16**	**30**	**187%**	**118**	**180**	**152%**	**200**	**20**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	64,166			452,941	500,000	110%	770,000	270,000
TRANSFERS FROM OTHR		**64,166**			**452,941**	**500,000**	**110%**	**770,000**	**270,000**
TRANSFERS		**64,166**			**452,941**	**500,000**	**110%**	**770,000**	**270,000**
NON-REVENUE RECEIPTS	390A								
COMMISSIONS-TCKTS/CONCE	3963								
REFUND & RECOVERY	3965								
RECOVERY OF DAMAGE CLAI	3967	31,233			220,471	354,697	160%	374,800	20,103

NON-REVENUE RECEIPTS		31,233			220,471	354,697	160%	374,800	20,103
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	14,102			99,545			169,226	169,226
BEGINNING CASH BALANC		**14,102**			**99,545**			**169,226**	**169,226**
REVENUES		**112,018**	**830**		**790,721**	**864,650**	**109%**	**1,344,226**	**479,576**

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

078078 - '09 WATER METER PROJ REVENUES . 49 5/1/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405		3			33			(33)
INTEREST EARNINGS			**3**			**33**			**(33)**
MISCELLANEOUS			**3**			**33**			**(33)**
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
NOTE PROCEEDS	3975								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	4,143			29,246			49,718	49,718
BEGINNING CASH BALANC		**4,143**			**29,246**			**49,718**	**49,718**

REVENUES		**4,143**	**3**		**29,246**	**33**		**49,718**		**49,685**

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

082082 - CDBG REVENUES . 50
5/1/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
CDBG-R ARRA (WOODLEY SD	2338								
CDBG-ENT.-DRAINAGE	2365 DRG								
CDBG-ENT.-EMER.REHAB.	2365 ER								
CDBG-ENT.-FULL REHAB.	2365 FR								
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CDBG-R ARRA (WOODLEY									
HOME ENTITLEMENT-1995	2367								
HOME ENTIT-DOWNPAYMENT	2367 DA								
HOME ENTIT-FULL REHAB.	2367 FR								
	----------	----------	---------	----	----------	---------	----	----------	----------
HOME ENTITLEMENT-199									
CDBG-ENTITLEMENT-1996	2385								
CDBG-ENT.-ECONOMIC DEV	2385 EC								
CDBG-ENT.-EMER.REHAB.	2385 ER								
CDBG-ENT.-FACADE PROG	2385 FAC								
CDBG-ENT.-FULL REHAB.	2385 FR								
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CDBG-ENTITLEMENT-199									
HOME ENTITLEMENT-1996	2387								
HOME ENTIT-CHDO	2387 CHDO								
HOME ENTIT-DOWNPAYMENT	2387 DA								
HOME ENTIT-FULL REHAB.	2387 FR								
	----------	----------	---------	----	----------	---------	----	----------	----------
HOME ENTITLEMENT-199									
HOME ENTITLEMENT-1997	2389								
HOME ENTIT-AFFORD.HOUS	2389 AH								

HOME ENTIT-CHDO	2389	CHDO
HOME ENTIT-DOWNPAYMENT	2389	DA
HOME ENTIT-FULL REHAB.	2389	FR

HOME ENTITLEMENT-199

CDBG-ENTITLEMENT-1997	2391	
CDBG-ENT.-DEMOLITION	2391	DEM
CDBG-ENT.-EMER.REHAB.	2391	ER
CDBG-ENT.-FULL REHAB.	2391	FR
CDBG-ENT.-NEIGHBORHD G	2391	NG

CDBG-ENTITLEMENT-199

HOME ENTITLEMENT-1998	2393	
HOME ENTIT-AFFORD.HOUS	2393	AH
HOME ENTIT-CHDO	2393	CHDO
HOME ENTIT-DOWNPAYMENT	2393	DA
HOME ENTIT-FULL REHAB.	2393	FR

HOME ENTITLEMENT-199

CDBG-ENTITLEMENT-1998	2395	
CDBG-ENT.-ADMINISTRATI	2395	ADM
CDBG-ENT.-DEMOLITION	2395	DEM
CDBG-ENT.-DRAINAGE	2395	DRG
CDBG-ENT.-EATON SCHOOL	2395	EAT
CDBG-ENT.-EMER.REHAB.	2395	ER
CDBG-ENT.-FULL REHAB.	2395	FR
CDBG-ENT.-NEIGHBORHD G	2395	NG
CDBG-ENT.-PLANNING	2395	PL
CDBG-ENT.-PUBLIC SERVI	2395	PS

CDBG-ENTITLEMENT-199

HOME ENTITLEMENT-1999	2397	
HOME ENTIT-AFFORD.HOUS	2397	AH
HOME ENTIT-CHDO ADMIN	2397	CHDOAD
HOME ENTIT-CHDO SETASI	2397	CHDOSA
HOME ENTIT-DOWNPAYMENT	2397	DA

HOME ENTIT-DA RECAPTUR	2397	DAR
HOME ENTIT-FULL REHAB.	2397	FR

HOME ENTITLEMENT-199

CDBG-ENTITLEMENT-1999	2399	
CDBG-ENT.-ADMINISTRATI	2399	ADM
CDBG-ENT.-BRADY ST SEW	2399	BSS
CDBG-ENT.-DEMOLITION	2399	DEM
CDBG-ENT.-DRAINAGE	2399	DRG
CDBG-ENT.-EATON SCHOOL	2399	EAT
CDBG-ENT.-EMER.REHAB.	2399	ER
CDBG-ENT.-FULL REHAB.	2399	FR
CDBG-ENT.-NEIGHBORHD G	2399	NG
CDBG-ENT.-PLANNING	2399	PL
CDBG-ENT.-PRVO	2399	PRVO
CDBG-ENT.-PUBLIC SERVI	2399	PS
CDBG-ENT.-SIDEWALKS	2399	SWLK

CDBG-ENTITLEMENT-199

CDBG-ENTITLEMENT-2000	2401	
CDBG-ENT.-ADMINISTRATI	2401	ADM
CDBG-ENT.-DEMOLITION	2401	DEM
CDBG-ENT.-DRAINAGE	2401	DRG
CDBG-ENT.-EMER.REHAB.	2401	ER
CDBG-ENT.-FACADE PROG	2401	FAC
CDBG-ENT.-FULL REHAB.	2401	FR
CDBG-ENT.-NEIGHBORHD G	2401	NG
CDBG-ENT.-PUBLIC SERVI	2401	PS
CDBG-ENT.-SIDEWALKS	2401	SWLK

CDBG-ENTITLEMENT-200

HOME ENTITLEMENT-2000	2402	
HOME ENTIT-AFFORD.HOUS	2402	AH
HOME ENTIT-CHDO ADMIN	2402	CHDOAD
HOME ENTIT-CHDO SETASI	2402	CHDOSA
HOME ENTIT-DOWNPAYMENT	2402	DA

HOME ENTIT-FULL REHAB.	2402	FR
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HOME ENTITLEMENT-200		
CDBG-ENTITLEMENT-2001	2403	
CDBG-ENT.-ADMINISTRATI	2403	ADM
CDBG-ENT.-DEMOLITION	2403	DEM
CDBG-ENT.-DRAINAGE	2403	DRG
CDBG-ENT.-EATON SCHOOL	2403	EAT
CDBG-ENT.-EMER.REHAB.	2403	ER
CDBG-ENT.-FACADE PROG	2403	FAC
CDBG-ENT.-FULL REHAB.	2403	FR
CDBG-ENT.-D/T LIGHTING	2403	LIGHT
CDBG-ENT.-PLANNING	2403	PL
CDBG-ENT.-PUBLIC SERVI	2403	PS
CDBG-ENT.-SIDEWALKS	2403	SWLK
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CDBG-ENTITLEMENT-200		
HOME ENTITLEMENT-2001	2404	
HOME ENTIT-ADMINISTRAT	2404	ADM
HOME ENTIT-AFFORD.HOUS	2404	AH
HOME ENTIT-CHDO ADMIN	2404	CHDOAD
HOME ENTIT-CHDO SETASI	2404	CHDOSA
HOME ENTIT-DOWNPAYMENT	2404	DA
HOME ENTIT-FULL REHAB.	2404	FR
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HOME ENTITLEMENT-200		
HOME ENTITLEMENT-2002	2406	
HOME ENTIT-ADMINISTRAT	2406	ADM
HOME ENTIT-AFFORD.HOUS	2406	AH
HOME ENTIT-CHDO OPERAT	2406	CHDO
HOME ENTIT-DOWNPAYMENT	2406	DA
HOME ENTIT-FULL REHAB.	2406	FR
HOME ENTIT-HOME BUYER	2406	HBE
HOME ENTIT	2406	HE
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HOME ENTITLEMENT-200		
CDBG-ENTITLEMENT-2002	2407	

CDBG-ENT.-ADMINISTRATI	2407	ADM
CDBG-ENT.-ADMIN/EMER R	2407	ADMER
CDBG-ENT.-ADMIN/FULL R	2407	ADMFR
CDBG ENT.-CHDO OPERATI	2407	CHDO
CDBG-ENT.-DEMOLITION	2407	DEM
CDBG-ENT.-DRAINAGE	2407	DRG
CDBG-ENT.-EATON SCHOOL	2407	EAT
CDBG-ENT.-EMER.REHAB.	2407	ER
CDBG-ENT.-FACADE PROG	2407	FAC
CDBG-ENT.-FULL REHAB.	2407	FR
CDBG-ENT.-PLANNING	2407	PL
CDBG-ENT.-PUBLIC SERVI	2407	PS

CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2003	2408								
HOME ENTIT-ADMINISTRAT	2408	ADM							
HOME ENTIT-AFFORD.HOUS	2408	AH							
HOME ENTIT-CHDO OPERAT	2408	CHDO							
HOME ENTIT-DOWNPAYMENT	2408	DA							
HOME ENTIT-FULL REHAB.	2408	FR							
HOME ENTIT-REHAB.SUBRE	2408	RSC							

HOME ENTITLEMENT-200		
CDBG-ENTITLEMENT-2003	2409	
CDBG-ENT.-ADMINISTRATI	2409	ADM
CDBG-ENT.-ADMIN/EMER R	2409	ADMER
CDBG-ENT.-ADMIN/FULL R	2409	ADMFR
CDBG-ENT.-ADMIN/PUBLIC	2409	ADMPS
CDBG-ENT.-DEMOLITION	2409	DEM
CDBG-ENT.-EMER ALERT P	2409	EAP
CDBG-ENT.-EMER.REHAB.	2409	ER
CDBG-ENT.-FACADE PROG	2409	FAC
CDBG-ENT.-FULL REHAB.	2409	FR
CDBG-ENT.-MICRO LOAN P	2409	MLP
CDBG-ENT.-PLANNING	2409	PL
CDBG-ENT.-PUBLIC SERVI	2409	PS

CDBG-ENT.-REHAB.SUBREC	2409	RSC								
CDBG-ENT.-WORLD CHANGE	2409	WC								
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CDBG-ENTITLEMENT-200										
HOME ENTITLEMENT-2004	2410									
HOME ENTIT-ADMINISTRAT	2410	ADM								
HOME ENTIT-AFFORD.HOUS	2410	AH								
HOME ENTIT-CHDO SETASI	2410	CHDOSA								
HOME ENTIT-DOWNPAYMENT	2410	DA								
HOME ENTIT-FULL REHAB.	2410	FR								
HOME ENTIT-REHAB.SUBRE	2410	RSC								
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HOME ENTITLEMENT-200										
CDBG-ENTITLEMENT-2004	2411									
CDBG-ENT.-ADMINISTRATI	2411	ADM								
CDBG-ENT.-ADMIN/FULL R	2411	ADMFR								
CDBG-ENT.-ADMIN/HSG RE	2411	ADMHR								
CDBG-ENT.-ADMIN/PUBLIC	2411	ADMPS								
CDBG-ENT.-DEMOLITION	2411	DEM								
CDBG-ENT.-EMER ALERT P	2411	EAP								
CDBG-ENT.-ENGINEERING	2411	EP								
CDBG-ENT.-FACADE PROG	2411	FAC								
CDBG-ENT.-FULL REHAB.	2411	FR								
CDBG-ENT.-HOUSING REPR	2411	HR								
CDBG-ENT.-PLANNING	2411	PL								
CDBG-ENT.-WORLD CHANGE	2411	WC								
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CDBG-ENTITLEMENT-200										
HOME ENTITLEMENT-2005	2412									
HOME ENTIT-ADMINISTRAT	2412	ADM								
HOME ENTIT-AFFORD.HOUS	2412	AH								
HOME ENTIT-CHDO OPERAT	2412	CHDO	3,512			24,795			42,151	42,151
HOME ENTIT-DOWNPAYMENT	2412	DA								
HOME ENTIT-FULL REHAB.	2412	FR								
HOME ENTIT-HOUSING REH	2412	HR								
HOME ENTIT-REHAB.SUBRE	2412	RSC								

HOME ENTITLEMENT-200			**3,512**			**24,795**			**42,151**	**42,151**
CDBG-ENTITLEMENT-2005	2413									
CDBG-ENT.-ADMINISTRATI	2413	ADM								
CDBG-ENT.-ADMIN/FULL R	2413	ADMFR								
CDBG-ENT.-ADMIN/HSG RE	2413	ADMHR								
CDBG-ENT.-ADMIN/PUBLIC	2413	ADMPS								
CDBG-ENT.-DEMOLITION	2413	DEM								
CDBG-ENT.-ENGINEERING	2413	EP								
CDBG-ENT.-FACADE PROG	2413	FAC								
CDBG-ENT.-FULL REHAB.	2413	FR								
CDBG-ENT.-HOUSING REPR	2413	HR								
CDBG-ENT.-PLANNING	2413	PL								
CDBG-ENT.-PUBLIC SERVI	2413	PS								
CDBG-ENT.-WORLD CHANGE	2413	WC								
CDBG-ENTITLEMENT-200										
HOME ENTITLEMENT-2006	2414									
HOME ENTIT-ADMINISTRAT	2414	ADM								
HOME ENTIT-AFFORD.HOUS	2414	AH								
HOME ENTIT-CHDO ADMIN	2414	CHDO								
HOME ENTIT-CHDO SETASI	2414	CHDOSA	2,786			19,669	28,967	147%	33,438	4,471
HOME ENTIT-DOWNPAYMENT	2414	DA								
HOME ENTIT-HOUSING REH	2414	HR								
HOME ENTITLEMENT-200			**2,786**			**19,669**	**28,967**	**147%**	**33,438**	**4,471**
CDBG-ENTITLEMENT-2006	2415									
CDBG-ENT.-ADMINISTRATI	2415	ADM								
CDBG-ENT.-ADMIN/FULL R	2415	ADMFR								
CDBG-ENT.-ADMIN/HSG RE	2415	ADMHR								
CDBG-ENT.-ADMIN/PUBLIC	2415	ADMPS								
CDBG-ENT.-DEMOLITION	2415	DEM								
CDBG-ENT.-DRAINAGE	2415	DRG								
CDBG-ENT.-ENGINEERING	2415	EP								
CDBG-ENT.-FACADE PROG	2415	FAC								
CDBG-ENT.-FULL REHAB.	2415	FR								

CDBG-ENT.-HOUSING REPR	2415	HR									
CDBG-ENT.-PLANNING	2415	PL									
CDBG-ENT.-PUBLIC SERVI	2415	PS									
CDBG-ENT.-WORLD CHANGE	2415	WC									
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CDBG-ENTITLEMENT-200											
HOME ENTITLEMENT-2007	2416										
HOME ENTIT-ADMINISTRAT	2416	ADM									
HOME ENTIT-AFFORD.HOUS	2416	AH									
HOME ENTIT-CHDO ADMIN	2416	CHDOAD									
HOME ENTIT-CHDO SETASI	2416	CHDOSA	3,585	16,309	454%	25,307	45,629	180%	43,022	(2,607)	
HOME ENTIT-DOWNPAYMENT	2416	DA									
HOME ENTIT-FULL REHAB.	2416	FR	152			1,074	7,850	730%	1,826	(6,024)	
HOME ENTIT-HOUSING REH	2416	HR									
HOME ENTIT-PLANNING	2416	PL									
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HOME ENTITLEMENT-200			**3,737**	**16,309**	**436%**	**26,381**	**53,479**	**202%**	**44,848**	**(8,631)**	
CDBG-ENTITLEMENT-2007	2417										
CDBG-ENT.-ADMINISTRATI	2417	ADM									
CDBG-ENT.-ADMIN/FULL R	2417	ADMFR									
CDBG-ENT.-ADMIN/HSG RE	2417	ADMHR									
CDBG-ENT.-ADMIN/PUBLIC	2417	ADMPS									
CDBG-ENT.-DEMOLITION	2417	DEM									
CDBG-ENT.-ENGINEERING	2417	EP									
CDBG-ENT.-FACADE PROG	2417	FAC									
CDBG-ENT.-FULL REHAB.	2417	FR									
CDBG-ENT.-HOUSING REPR	2417	HR									
CDBG-ENT.-INFRASTRUC P	2417	IS									
CDBG-ENT.-PLANNING	2417	PL									
CDBG-ENT.-PUBLIC SERVI	2417	PS									
CDBG-ENT.-WORLD CHANGE	2417	WC									
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CDBG-ENTITLEMENT-200											
HOME ENTITLEMENT-2008	2418										
HOME ENTIT-ADMINISTRAT	2418	ADM									
HOME ENTIT-AFFORD.HOUS	2418	AH									
HOME ENTIT-CHDO ADMIN	2418	CHDOAD									

HOME ENTIT-CHDO SETASI	2418	CHDOSA	776			5,482			9,319	9,319
HOME ENTIT-DOWNPAYMENT	2418	DA								
HOME ENTIT-HOUSING REH	2418	HR								
HOME ENTITLEMENT-200			**776**			**5,482**			**9,319**	**9,319**
CDBG-ENTITLEMENT-2008	2419									
CDBG-ENT.-ADMINISTRATI	2419	ADM								
CDBG-ENT.-ADMIN/FULL R	2419	ADMFR								
CDBG-ENT.-ADMIN/HSG RE	2419	ADMHR								
CDBG-ENT.-ADMIN/PUBLIC	2419	ADMPS								
CDBG-ENT.-BLUE ROOFS	2419	BR	7,681	6,061	78%	54,224	13,971	25%	92,181	78,210
CDBG-ENT.-DEMOLITION	2419	DEM								
CDBG-ENT.-DOWNTOWN LIG	2419	DL								
CDBG-ENT.-DRAINAGE	2419	DRG								
CDBG-ENT.-ENGINEERING	2419	EP								
CDBG-ENT.-FACADE PROG	2419	FAC								
CDBG-ENT.-FULL REHAB.	2419	FR								
CDBG-ENT.-HOUSING REPR	2419	HR		5,687			15,617			(15,617)
CDBG-ENT.-INFRASTRUC P	2419	IS								
CDBG-ENT.-PLANNING	2419	PL								
CDBG-ENT.-PUBLIC SERVI	2419	PS								
CDBG-ENT.-WORLD CHANGE	2419	WC								
CDBG-ENTITLEMENT-200			**7,681**	**11,747**	**152%**	**54,224**	**29,588**	**54%**	**92,181**	**62,593**
HOME ENTITLEMENT-2009	2420									
HOME ENTIT-ADMINISTRAT	2420	ADM								
HOME ENTIT-AFFORD.HOUS	2420	AH								
HOME ENTIT-CHDO ADMIN	2420	CHDO								
HOME ENTIT-CHDO SETASI	2420	CHDOSA	1,892	13,213	698%	13,361	13,213	98%	22,713	9,500
HOME ENTIT-DOWNPAYMENT	2420	DA								
HOME ENTIT-HOUSING REH	2420	HR								
HOME ENTIT-RECONS-SA P	2420	RECSA	1,911			13,495	1,600	11%	22,941	21,341
HOME ENTITLEMENT-200			**3,804**	**13,213**	**347%**	**26,855**	**14,813**	**55%**	**45,654**	**30,841**
CDBG-ENTITLEMENT-2009	2421									
CDBG-ENT.-ADMINISTRATI	2421	ADM								

CDBG-ENT.-ADM DISABIL	2421	ADMDA									
CDBG-ENT.-ADMIN/FULL R	2421	ADMFR									
CDBG-ENT.-ADMIN/HSG RE	2421	ADMHR									
CDBG-ENT.-ADMIN/PUBLIC	2421	ADMPS									
CDBG-ENT.-DEMOLITION	2421	DEM									
CDBG-ENT.-DOWNTOWN LIG	2421	DL									
CDBG-ENT.-ENGINEERING	2421	EP									
CDBG-ENT.-FACADE PROG	2421	FAC									
CDBG-ENT.-FACILITIES	2421	FC	4,838	40466-	836%	34,156			58,066	58,066	
CDBG-ENT.-FULL REHAB.	2421	FR									
CDBG-ENT.-HOUSING REPR	2421	HR									
CDBG-ENT.-INFRASTRUC P	2421	IS									
CDBG-ENT.-PLANNING	2421	PL									
CDBG-ENT.-PUBLIC SERVI	2421	PS									
CDBG-ENT.-WORLD CHANGE	2421	WC									
CDBG-ENTITLEMENT-200			**4,838**	**40466-**	**836%**	**34,156**			**58,066**	**58,066**	
HOME ENTITLEMENT-2010	2422										
HOME ENTIT-ADMINISTRAT	2422	ADM									
HOME ENTIT-CHDO ADMIN	2422	CHDO	112			792			1,346	1,346	
HOME ENTIT-CHDO SETASI	2422	CHDOSA	4,699			33,175			56,398	56,398	
HOME ENTIT-DWNPYMNT AS	2422	DA	5,000			35,294			60,000	60,000	
HOME ENTIT-FULL REHAB	2422	FR	6,840	475	6%	48,284	475		82,083	81,608	
HOME ENTITLEMENT-201			**16,652**	**475**	**2%**	**117,545**	**475**		**199,827**	**199,352**	
CDBG-ENTITLEMENT-2010	2423										
CDBG-ENT.-ADMINISTRATI	2423	ADM									
CDBG-ENT.-ADM DISABIL	2423	ADMDISAD									
CDBG-ENT.-DEMOLITION	2423	DEM									
CDBG-ENT.-FACADE PROG	2423	FAC	3,750	6,000	160%	26,471	8,000	30%	45,000	37,000	
CDBG-ENT.-HOUSING REPR	2423	HR		4,028			7,608			(7,608)	
CDBG-ENT.-INFRASTRUC P	2423	IS									
CDBG-ENT.-PROJECT DELI	2423	PD									
CDBG-ENT.-PUBLIC SERVI	2423	PS									
CDBG-ENTITLEMENT-201			**3,750**	**10,028**	**267%**	**26,471**	**15,608**	**58%**	**45,000**	**29,392**	

HOME ENTITLEMENT-2011	2424									
HOME ENTIT-ADMINISTRAT	2424	ADM								
HOME ENTIT-CHDO SETASI	2424	CHDOSA	4,128			29,141			49,539	49,539
HOME ENTIT-HOUSING PRO	2424	HP	17,609			124,301	79,735	64%	211,312	131,577
HOME ENTITLEMENT-201			**21,737**			**153,442**	**79,735**	**51%**	**260,851**	**181,116**
CDBG-ENTITLEMENT-2011	2425									
CDBG-ENT.-ADMINISTRATI	2425	ADM								
CDBG-ENT.-ADM DISABIL	2425	ADMDISAD								
CDBG-ENT.-DEMOLITION	2425	DEM	1,603			11,315			19,236	19,236
CDBG-ENT.-HOUSING REPR	2425	HR	14,462			102,085	12,847	12%	173,544	160,697
CDBG-ENT.-INFRASTRUC P	2425	IS	4,166			29,412			50,000	50,000
CDBG-ENT.-MICROENT PRO	2425	MA	1,750			12,353			21,000	21,000
CDBG-ENT.-PROJ DELIVER	2425	PD								
CDBG-ENT.-PUBLIC SERVI	2425	PS					1,374			(1,374)
CDBG-ENTITLEMENT-201			**21,981**			**155,165**	**14,222**	**9%**	**263,780**	**249,559**
HOME ENTITLEMENT-2012	2426									
HOME ENTIT-ADMINISTRAT	2426	ADM	2,299			16,233	10,743	66%	27,596	16,853
HOME ENTIT-CHDO SETASI	2426	CHDOSA	3,449			24,349			41,394	41,394
HOME ENTIT-HOUSING PRO	2426	HP	17,247			121,746			206,968	206,968
HOME ENTITLEMENT-201			**22,996**			**162,328**	**10,743**	**6%**	**275,958**	**265,215**
CDBG-ENTITLEMENT-2012	2427									
CDBG-ENT.-ADMINISTRATI	2427	ADM	9,617			67,885	45,798	67%	115,405	69,607
CDBG-ENT.-DEMOLITION	2427	DEM	4,166			29,412			50,000	50,000
CDBG-ENT.-HOUSING PROG	2427	HP	18,051	7,402	41%	127,422	96,561	75%	216,618	120,057
CDBG-ENT.-MICROENT PRO	2427	MA	2,500			17,647	12,767	72%	30,000	17,233
CDBG-ENT.-PROJECT DELI	2427	PD	8,333			58,824	23,726	40%	100,000	76,274
CDBG-ENT.-PUBLIC SERVI	2427	PS	5,416			38,235	30,318	79%	65,000	34,682
CDBG-ENTITLEMENT-201			**48,085**	**7,402**	**15%**	**339,425**	**209,170**	**61%**	**577,023**	**367,853**
HOME REVOLVING LOANS	2495									
MDA AM DREAM D/P (ADDI)	2497									
MISCELLANEOUS GRANTS	2740									
SALVATION ARMY	2740	04								

MISCELLANEOUS GRANTS									
FEDERAL GRANTS		**162,341**	**18,709**	**11%**	**1,145,939**	**456,800**	**39%**	**1,948,096**	**1,491,296**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F WATER & SEWER O &	3800 09								
T/F MUN.ROAD & BRIDGE	3800 72								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	1,460			10,311			17528-	(17,528)
BEGINNING CASH BALANC		**1,460**			**10,311**			**17528-**	**(17,528)**
REVENUES		**160,880**	**18,709**	**11%**	**1,135,628**	**456,800**	**40%**	**1,930,568**	**1,473,768**

087087 - INDUSTRIALPK REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
OTHER PERMITS & FEES	2230								
MISC. PERMITS & FEES	2299								
OTHER PERMITS & FEES									
FEDERAL GRANTS	230B								
EDA GRANT-MASTER PLAN	2333								

EDA GRANT-OWENS/ILL PRO	2338									
FEDERAL GRANTS										
STATE GRANTS	250B									
OWENS/ILL PROJ-RR SPUR	2541									
USA YEAST PROJ-RR SPUR	2542									
STATE GRANTS										
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
SAVINGS ACCOUNT/MMA	3405			66			716			(716)
TREASURY NOTES	3409									
INTEREST EARNINGS				**66**			**716**			**(716)**
RENTS AND ROYALTIES	3410									
LAND	3411									
LAMAR OUTDOOR ADVERTI	3411 05									
LAND										
BUILDING	3412									
BROWN BOTTLING (PEPSI	3412 10									
L&S REALTORS	3412 11									
KOHLER	3412 17						274,211			(274,211)
JPM OF MS., INC.	3412 20									
SUNBEAM/OSTER	3412 23									
BUILDING							**274,211**			**(274,211)**
RENTS AND ROYALTIES							**274,211**			**(274,211)**
CONTRIBUTIONS-PUBLIC	3450									
CONTRIBUTIONS-FORREST	3455			2,500			65,000			(65,000)
CONTRIBUTIONS-CITY	3456						65,000			(65,000)
CONTRIBUTIONS-ADP	3457									
CONTRIBUTIONS-PRVEPA	3458									
CONTRIBUTIONS-PUBLIC				**2,500**			**130,000**			**(130,000)**

MISCELLANEOUS			**2,566**			**404,927**			**(404,927)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
OTHER BOND INCOME	3919								
CAP STATE LOAN'96-CIT	3919	CSL96C							
CAP STATE LOAN'96-FOR	3919	CSL96F							
CAP STATE LOAN'97-CIT	3919	CSL97C							
CAP STATE LOAN'97-FOR	3919	CSL97F							
MBIA BONDS	3919	MBIA							
OTHER BOND INCOME									
SALE OF BONDS									
SALE OF REAL ESTATE	3920								
SALE OF TIMBER	3923					50,144			(50,144)
SALE OF EASEMENTS	3925								
SALE OF MISC. ITEMS	3945								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS						**50,144**			**(50,144)**
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES			**2,566**			**455,071**			**(455,071)**

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
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INTEREST EARNINGS									
	---	---	---	---	---	---	---	---	---
MISCELLANEOUS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
	---	---	---	---	---	---	---	---	---
SALE OF BONDS									
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NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
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BEGINNING CASH BALANC									
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REVENUES									

CITY OF HATTIESBURG . 62
089089 - 2004 TIF CONST-H/D-REVENUES REVENUE REPORT 5/1/13
7 MONTHS ENDING 04/30/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								

MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
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INTEREST EARNINGS									
	---	---	---	---	---	---	---	---	---
MISCELLANEOUS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
	---	---	---	---	---	---	---	---	---
SALE OF BONDS									
REFUND & RECOVERY	3965								
	---	---	---	---	---	---	---	---	---
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
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BEGINNING CASH BALANC									
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REVENUES									

		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405								

REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
	---	---	---	---	---	---	---	---	---
INTEREST EARNINGS									
	---	---	---	---	---	---	---	---	---
MISCELLANEOUS									
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27								
	---	---	---	---	---	---	---	---	---
TRANSFERS FROM OTHR									
	---	---	---	---	---	---	---	---	---
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
	---	---	---	---	---	---	---	---	---
SALE OF BONDS									
REFUND & RECOVERY	3965								
NOTE PROCEEDS	3975								
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NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
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BEGINNING CASH BALANC									
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REVENUES									

CITY OF HATTIESBURG . 64
091091 - TIF CONST-REVENUES REVENUE REPORT 5/1/13
7 MONTHS ENDING 04/30/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								

MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
SAVINGS ACCOUNT/MMA	3405									
REPURCHASE AGREEMENTS	3408									
TREASURY NOTES	3409									
	---	---	---	---	---	---	---	---	---	
INTEREST EARNINGS										
	---	---	---	---	---	---	---	---	---	
MISCELLANEOUS										
NON-REVENUE RECEIPTS	390A									
SALE OF BONDS	3910									
BOND PROCEEDS	3912									
ACCRUED INTEREST	3915									
	---	---	---	---	---	---	---	---	---	
SALE OF BONDS										
REFUND & RECOVERY	3965									
	---	---	---	---	---	---	---	---	---	
NON-REVENUE RECEIPTS										
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999		4			29			49	49
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BEGINNING CASH BALANC			**4**			**29**			**49**	**49**
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REVENUES			**4**			**29**			**49**	**49**

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	83	38	45%	588	384	65%	1,000	616

REPURCHASE AGREEMENTS	3408									
TREASURY NOTES	3409									
INTEREST EARNINGS		**83**	**38**	**45%**	**588**	**384**	**65%**	**1,000**		**616**
MISCELLANEOUS		**83**	**38**	**45%**	**588**	**384**	**65%**	**1,000**		**616**
NON-REVENUE RECEIPTS	390A									
SALE OF BONDS	3910									
BOND PROCEEDS	3912									
ACCRUED INTEREST	3915									
SALE OF BONDS										
NON-REVENUE RECEIPTS										
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999	666,274			4,703,111			7,995,288	7,995,288	
BEGINNING CASH BALANC		**666,274**			**4,703,111**			**7,995,288**	**7,995,288**	
REVENUES		**666,357**	**38**		**4,703,699**	**384**		**7,996,288**	**7,995,904**	

095095 - 2001 BOND CONSTR REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
STATE GRANTS	250B								
ARTS COMMISSION GRANT	2521								
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		15			137			(137)
REPURCHASE AGREEMENTS	3408								

TREASURY NOTES	3409									
INTEREST EARNINGS			**15**			**137**				**(137)**
CONTRIBUTIONS-PUBLIC	3450									
CONTRIBUTIONS-FORREST	3455									
CONTRIBUTIONS-PUBLIC										
CONTRIBUTIONS-PRIVATE	3460									
CONTRIB-H'BURG. CONV.	3465									
CONTRIB-OTHER	3469									
CONTRIBUTIONS-PRIVAT										
MISCELLANEOUS			**15**			**137**				**(137)**
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F GENERAL FUND	3800 01									
TRANSFERS FROM OTHR										
TRANSFERS										
NON-REVENUE RECEIPTS	390A									
SALE OF BONDS	3910									
BOND PROCEEDS	3912									
ACCRUED INTEREST	3915									
SALE OF BONDS										
REFUND & RECOVERY	3965									
NON-REVENUE RECEIPTS										
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999	15,618			110,251			187,427	187,427	
BEGINNING CASH BALANC		**15,618**			**110,251**			**187,427**	**187,427**	
REVENUES		**15,618**	**15**		**110,251**	**137**		**187,427**	**187,290**	

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
FEDERAL GRANTS	230B								
HUD GRANT-CHAIN PARK PH	2353	2,048			14,458	23,587	163%	24,579	992
US CORPS OF ENGR PROJEC	2354								
FEDERAL TRANSIT ADM.	2355								
FEDERAL GRANTS		**2,048**			**14,458**	**23,587**	**163%**	**24,579**	**992**
STATE GRANTS	250B								
ARCHIVES & HISTORY	2505								
MDOT GRANT-4TH ST WIDEN	2506								
MDOT GRANT-CHAIN PARK	2507								
MDOT ARRA-CHAIN PARK	2543					5,887			(5,887)
STATE GRANTS						**5,887**			**(5,887)**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405			9		54			(54)
INTEREST EARNINGS				**9**		**54**			**(54)**
MISCELLANEOUS				**9**		**54**			**(54)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								

NOTE PROCEEDS	3975									
DEPOT PROJECT	3975 01									
WATER & SEWER IMPR	3975 02									
FIRE/POLICE STATION	3975 03									
DRAINAGE PROJECTS	3975 04									
LEGAL COSTS	3975 05									
MDOT GRANT PROJECTS	3975 06									
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NOTE PROCEEDS										
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NON-REVENUE RECEIPTS										
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999	7,142			50,421			85,715	85,715	
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BEGINNING CASH BALANC		**7,142**			**50,421**			**85,715**	**85,715**	
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REVENUES		**9,191**	**9**		**64,879**	**29,528**	**45%**	**110,294**	**80,766**	

098098 - K.P.ZOO CAPITAL REVENUES

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE GRANTS	250B								
ZOO IMPROVEMENTS	2560								
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STATE GRANTS									
CHARGES FOR SERVICES	280A								
CULTURE AND RECREATION	3100								
KPZ SPECIAL EVENTS	3127								
LION/TIGER FUND RAISE	3127 01								
TODDLER CLASS	3127 02								
ZOO CAMP	3127 03								
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KPZ SPECIAL EVENTS										
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CULTURE AND RECREATI										
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CHARGES FOR SERVICES										
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
DIVIDENDS	3404									
SAVINGS ACCOUNT/MMA	3405			1			37			(37)
	---	---	---	---	---	---	---	---	---	---
INTEREST EARNINGS				**1**			**37**			**(37)**
CONTRIBUTIONS-PUBLIC	3450									
CONTRIBUTIONS-FORREST	3455									
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CONTRIBUTIONS-PUBLIC										
CONTRIBUTIONS-PRIVATE	3460									
CONTRIB-H'BURG. CONV.	3465									
CONTRIB-CEMETERY PROJ	3467									
CONTRIB-PKS/REC. PROJ	3468									
CONTRIB-OTHER	3469									
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CONTRIBUTIONS-PRIVAT										
GAIN ON SALE OF INVESTM	3550									
	---	---	---	---	---	---	---	---	---	---
MISCELLANEOUS				**1**			**37**			**(37)**
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F GENERAL FUND	3800	01								
	---	---	---	---	---	---	---	---	---	---
TRANSFERS FROM OTHR										
	---	---	---	---	---	---	---	---	---	---
TRANSFERS										
NON-REVENUE RECEIPTS	390A									
SALE OF TIMBER	3923									
SALE OF SCRAP MATERIAL	3943									

SALE OF ZOOLOGICAL ANIM	3949								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	7,174			50,645			86,097	86,097
BEGINNING CASH BALANC		**7,174**			**50,645**			**86,097**	**86,097**
REVENUES		**7,174**	**1**		**50,645**	**37**		**86,097**	**86,060**

099099 - 2010 W & SGO BOND REVENUES

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
US CORPS OF ENGR PROJEC	2354	87,470			617,442	781,453	126%	1,049,651	268,198
EPA-VETERANS DRIVE PROJ	2356								
FEDERAL GRANTS		**87,470**			**617,442**	**781,453**	**126%**	**1,049,651**	**268,198**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		40			256			(256)
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS			**40**			**256**			**(256)**
MISCELLANEOUS			**40**			**256**			**(256)**
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								

ACCRUED INTEREST	3915								
SALE OF BONDS									
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	15,107			106,642			181292-	(181,292)
BEGINNING CASH BALANC		**15,107**			**106,642**			**181292-**	**(181,292)**
REVENUES		**72,363**	**40**		**510,799**	**781,709**	**153%**	**868,359**	**86,650**

CITY OF HATTIESBURG
REVENUE REPORT
7 MONTHS ENDING 04/30/13

105105 - 2006 W&S BOND CONSTR REVENUES

. 72
5/1/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS									
MISCELLANEOUS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
NON-REVENUE RECEIPTS									

BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES									

CITY OF HATTIESBURG . 73
107107 - SPEC.SALESTAX REVENUES REVENUE REPORT 5/1/13
7 MONTHS ENDING 04/30/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE-SHARED REVENUE	260B								
SALES TAX-MOTEL	2605		42,667			259,346			(259,346)
SALES TAX-FOOD & BEVERA	2607		368,331			2,561,393			(2,561,393)
STATE-SHARED REVENUE			**410,998**			**2,820,739**			**(2,820,739)**
NON-REVENUE RECEIPTS	390A								
REVENUES			**410,998**			**2,820,739**			**(2,820,739)**

CITY OF HATTIESBURG . 74
108108 - UDAG-PAYBACK REVENUES REVENUE REPORT 5/1/13
7 MONTHS ENDING 04/30/13

	OBJ/SUB	.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
STATE GRANTS	250B								
BEAUTIFICATION-VARIOUS	2522								
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								

CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405								
	---	---	---	---	---	---	---	---	---
INTEREST EARNINGS									
RENTS AND ROYALTIES	3410								
PARKING GARAGE-CIVIC C	3415								
PARKING GARAGE-PINE ST	3416								
	---	---	---	---	---	---	---	---	---
RENTS AND ROYALTIES									
	---	---	---	---	---	---	---	---	---
MISCELLANEOUS									
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
	---	---	---	---	---	---	---	---	---
TRANSFERS FROM OTHR									
	---	---	---	---	---	---	---	---	---
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF REAL ESTATE	3920								
	---	---	---	---	---	---	---	---	---
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
	---	---	---	---	---	---	---	---	---
BEGINNING CASH BALANC									
	---	---	---	---	---	---	---	---	---
REVENUES									

		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								

INTEREST EARNING	3400									
SAVINGS ACCOUNT/MMA	3405		21			157				(157)
INTEREST EARNING			**21**			**157**				**(157)**
MISCELLANEOUS			**21**			**157**				**(157)**
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F GENERAL FUND	3800 01									
TRANSFERS FROM OTHR										
TRANSFERS										
NON-REVENUE RECEIPTS	390A									
REFUND & RECOVERY	3965					262				(262)
HOSP.INS.-P/R DISTRIB	3966		302,357			2,120,672				(2,120,672)
HOSP.INS.-COBRA	3966 01		1,422			10,585				(10,585)
NON-REVENUE RECEIPTS			**303,779**			**2,131,519**				**(2,131,519)**
REVENUES			**303,800**			**2,131,676**				**(2,131,676)**

City of Hattiesburg, MS

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

Master

File Number: 2013-0263

File ID:	2013-0263	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/01/2013
Brief Title:	Acknowledge receipt of audit for Hattiesburg Convention Center			**Final Action:**	
				Minute Book Number:	MB2013-138

Title:

Acknowledge receipt of the audit for Hattiesburg Convention Center for the fiscal year ending September 30, 2012, from Nicholson & Company P.A. (on file in the City Clerk's office).

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	HCC Annual Report - Financial FYE 2012[1]	**Enactment Number:**	
Contact:		**Meeting Date:**	05/07/2013
Drafter:	Marilyn Schwandt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0263

Title

Acknowledge receipt of the audit for Hattiesburg Convention Center for the fiscal year ending September 30, 2012, from Nicholson & Company P.A. (on file in the City Clerk's office).

Summary

Budget Information

Expenditure Type

Purchasing Item

[

Publication Information

ONE CONVENTION CENTER PLAZA // HATTIESBURG, MS 39401

HATTIESBURG
CONVENTION COMMISSION

601.268.3220 // HATTIESBURGCONVENTIONCOMMISSION.COM

April 19, 2013

Mayor DuPree & Members of the City Council
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor and Council Members:

Greetings from the Hattiesburg Convention Commission. Accompanying this letter you will find the Commission's Fiscal Year Ending 2012 Annual Report and Audit. As our annual report indicates, the economic value of the Commission to Hattiesburg continues.

During the last quarter of the preceding fiscal year, we began to see growth in Convention Center room rental and food/beverage sales over the prior recessionary period. That trend continued during Fiscal Year ending 2012 with room rentals increasing 27% and food/beverage spending increasing by 12%. As a result, the Lake Terrace Convention Center hosted over a quarter of a million guests during more than 1,119 event days resulting in an economic impact to Hattiesburg of $37 million. This is up by $3 million in economic impact from the prior fiscal year. Also, the Convention Center was again recognized by *ConventionSouth* magazine as one of the best convention centers in the Southeastern United States with its 2012 Readers Choice Award for Excellence.

Along with the sales improvement at the Convention Center, we are pleased to also see growth at other Commission facilities. The Saenger Theater saw attendance rise by 6% over the prior year, hosting over 150,000 patrons. The Zoo saw revenue increase by 35% in conjunction with the opening of the new "Touch Africa" Petting Zoo and the Parris Jewelers Mining Sluice. Along with this growth in earned income, the 2% Special Sales Tax increased by 5% over the prior year, reflecting improved consumer confidence and spending.

While indications point towards continued gradual improvements in the economy and entertainment/travel expenditures, the Commission remains conservative in its budgeting. We face several critical major repairs such as the completion of the Convention Center parking lot refinish and replacement of the Saenger Theater roof, so investment in infrastructure is at the fore, though these costs are not highly visible or "glamorous" expenditures.

Of course, since the conclusion of the prior fiscal year, Hattiesburg was hit by a tornado. Our museums were not spared, but it appears that insurances will be adequate to cover the repairs. Unfortunately, the storm damage does represent a significant setback in terms of open attractions (USO Museum) and our development timeline for the Eureka Museum. Nonetheless, we are underway with repairs and are moving forward again.

Included in our Annual Report is our Fiscal Year Ending 2012 Audit. This unqualified audit provides the numbers and financial information that came out of the events, tourism developments, economic impact and happy visitors at the facilities managed by the Hattiesburg Convention Commission. These numbers show the effective use of resources, both financial and manpower, that allows the Commission to be a significant contributor to the growth Hattiesburg's economy and its quality of life.

Kind regards,

Rick Taylor
Executive Director

CHARLES J. BROWN // CLYDE BRYANT // BUD KIRKPATRICK // DR. AUBREY LUCAS // LEWIS MYRICK // ANDY STETELMAN // IOLA WILLIAMS

LAKE TERRACE CONVENTION CENTER // HISTORIC SAENGER THEATER // HATTIESBURG VISITORS CENTER
HISTORIC USO CLUB MUSEUM // HISTORIC EUREKA SCHOOL MUSEUM // HATTIESBURG ZOO

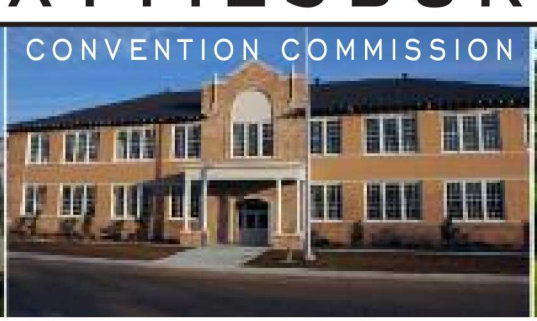




HATTIESBURG

CONVENTION COMMISSION






2012

OCTOBER2011 - SEPTEMBER2012

annual report

FIRST-CLASS FACILITY MANAGEMENT

HATTIESBURG CONVENTION COMMISSION

LAKE TERRACE CONVENTION CENTER

HATTIESBURG VISITORS CENTER

SAENGER THEATER

AFRICAN AMERICAN MILITARY HISTORY MUSEUM

HISTORIC EUREKA SCHOOL MUSEUM

HATTIESBURG ZOO



IOLA WILLIAMS
COMMISSIONER

BUD KIRKPATRICK
COMMISSIONER

CLYDE BRYANT
COMMISSIONER

LEWIS MYRICK
VICE-CHAIR

ANDY STETELMAN
CHAIRMAN

CHARLES J. BROWN
SECRETARY/TREASURER

DR. AUBREY LUCAS
COMMISSIONER

RICK TAYLOR
EXECUTIVE DIRECTOR

FRANK MONTAGUE
LEGAL COUNSEL



For more than 20 years, the Hattiesburg Convention Commission (HCC) has been developing and managing tourism-related facilities for our area. In the 1980s, an idea was conceived for an economic development tool that would draw new money to Hattiesburg. That idea was to form a volunteer group of business and community leaders who would put their experience, business acumen, and community dedication to work for the good of all the citizens of Hattiesburg. In 1990, the City Council requested that the Legislature of the State of Mississippi create this body and empower it to realize this vision of economic importance. In 1991, the HCC was formed with a legislative mandate to develop a convention center and other tourism-related facilities that would bring new revenues to our community. Since that time, the HCC has helped bring new dollars into our local economy by constructing, renovating and operating these facilities. The HCC has worked tirelessly to achieve the vision this community set in action two decades ago. Since the founding of the Commission, six tourism facilities have been developed to grow the impact of visitors and the long-term economic benefits for all of Hattiesburg. With this as its historical precedent, the Commission continues to look forward.

FIRST-CLASS FACILITY MANAGEMENT

Continuing this history of growth and development, the Commission celebrated several milestones among its facilities in 2012. The African American Military History Museum hosted a preview reception of The History Channel's Vietnam in HD as well as a Korean War Event that honored all living Mississippi Korean War Veterans in partnership with the U.S. Department of Defense. Also, the Museum recorded more than 7,000 visitors throughout the year. The Hattiesburg Zoo celebrated 62 years of adventure with the unveiling of two attractions, including the "Touch Africa" Petting Zoo and a Mining Sluice sponsored by Parris Jewelers. Additionally, the Convention Commission was proud to re-open the back-side of the Zoo, an area that has been closed to the public for more than ten years. In 2012, the Saenger Theater produced over 300 event days and hosted more than 150,000 event patrons. And lastly, the Lake Terrace Convention Center hosted well over a quarter of a million guests during 1,119 event days, generating $37 million in economic impact in Hattiesburg's local economy.







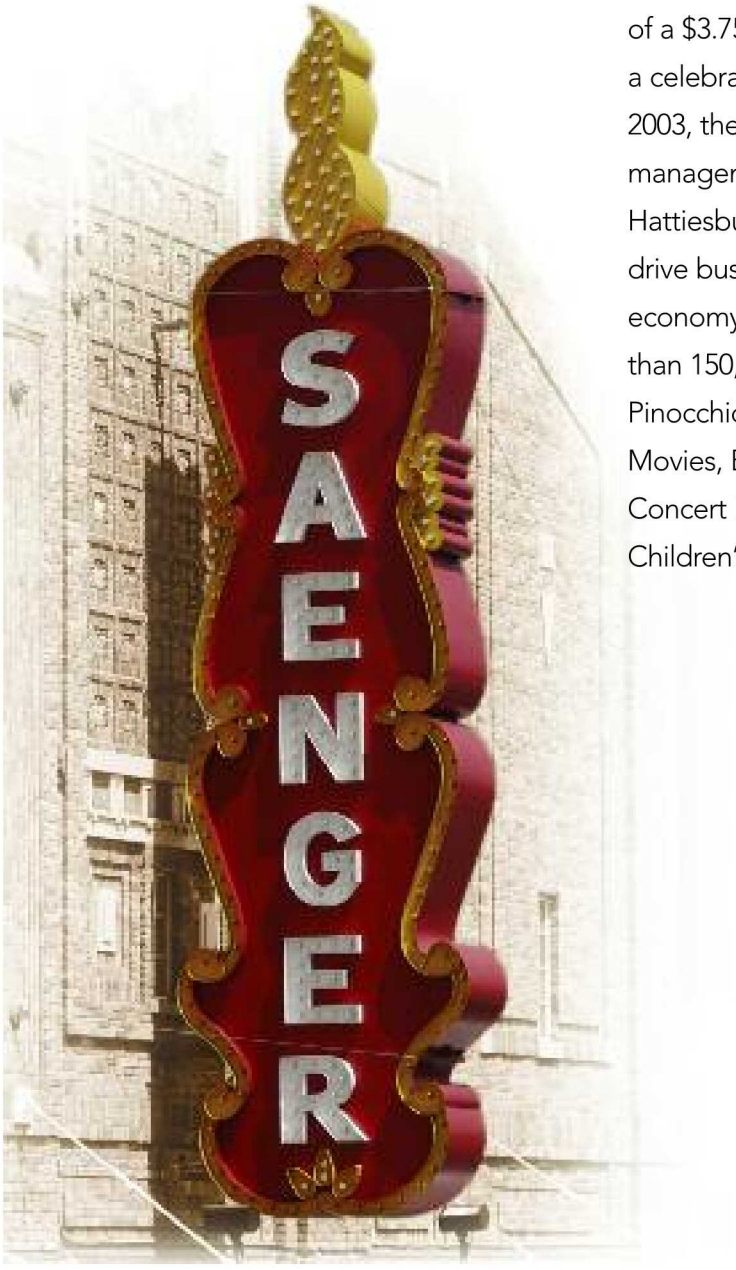


LAKE TERRACE CONVENTION CENTER

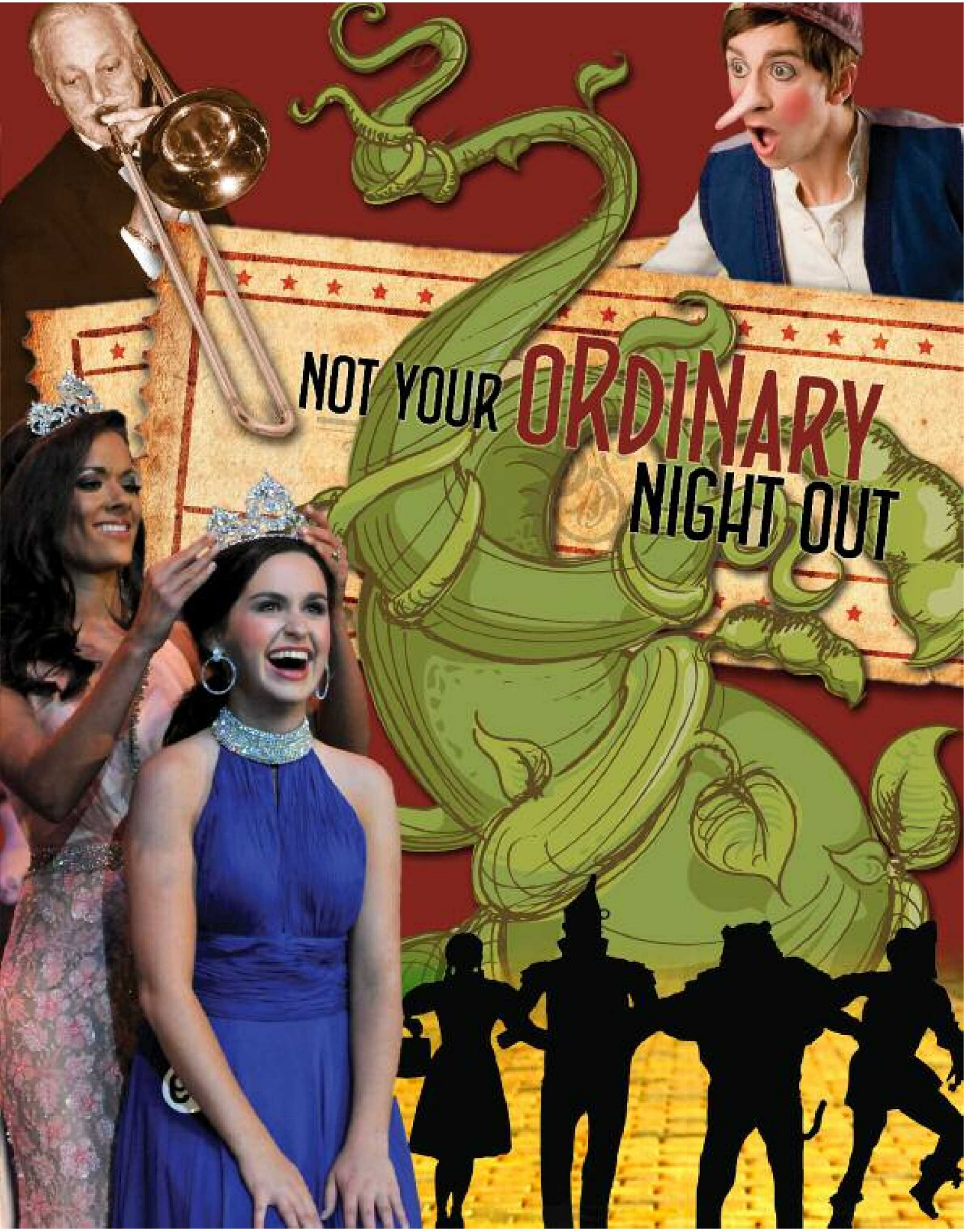
With a primary focus on the development of a convention center that would be the finest in the State of Mississippi, the Commission began the task of building something not before found in our community. Much evaluation, community input and study was conducted to ensure the investment would produce dynamic results many years into the future. Since opening in 1998, the Lake Terrace Convention Center has served as "Mississippi's Premier Meeting Facility." It has consistently topped other convention centers in the state in number of events held, as well as significantly out-performed like centers in similar markets elsewhere in the Southeastern United States. Lake Terrace has been named "Best of the Best" seven times in the Readers' Choice Awards presented by ConventionSouth magazine. The Lake Terrace Convention Center has served the Southeast for 14 years, hosting more than two-and-a-half million delegates during that time. Ranging from conventions to consumer shows, performances to special events, Lake Terrace has exceeded the expectations of its guests and introduced new friends to the Greater Hattiesburg Area. As a result, these visitors to Hattiesburg have spent more than 233 million new dollars in our local economy, creating a lasting effect that impacts each aspect of our community.



SAENGER THEATER



To much fanfare, the Saenger Theater opened on Thanksgiving Day in 1929, making the downtown gem 83 years old in 2012. When first opened, it cost only six cents for admission into the Saenger Theater movie palace, where you could sit beneath a massive chandelier and listen to a 778-pipe organ play between features. The historic Saenger Theater is one of only seven Saenger Theaters built and operated by the Saenger Brothers in the Southeast. Upon completion of a $3.75 million renovation in 2000, the Saenger once again became a celebrated fixture in the heart of historic downtown. In the fall of 2003, the HCC was approached by the City of Hattiesburg to take on management of the Historic Saenger Theater in Downtown Hattiesburg. The HCC saw the Saenger as a great opportunity to drive business into downtown and further the growth of the local economy. In the past year, the Historic Saenger Theater served more than 150,000 patrons at events such as American Family Theater's Pinocchio, Forrest General Hospital's Winter Wonderland, Holiday Movies, Branson on the Road, The Wizard of Oz, City of Hattiesburg Concert Band, Roots Reunion, FestivalSouth events, Missoula Children's Theatre and the 63rd Mississippi Miss Hospitality Pageant.

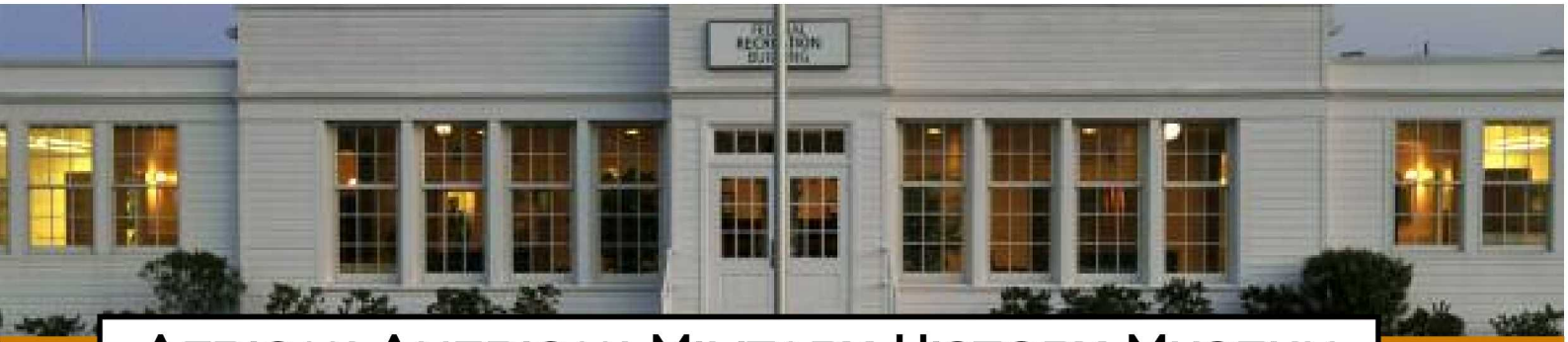

NOT YOUR ORDINARY
NIGHT OUT



HATTIESBURG VISITORS CENTER

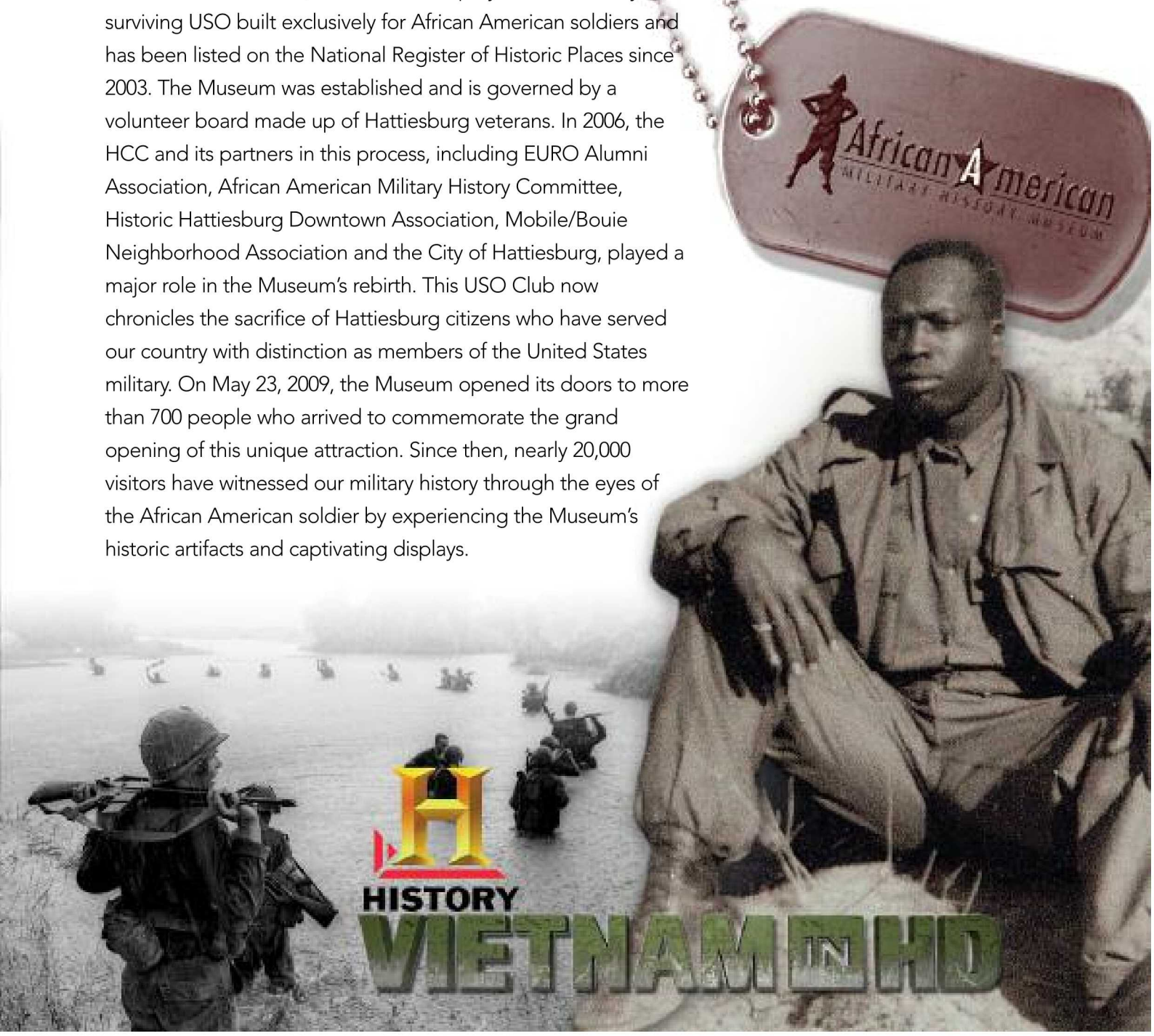
The HCC worked with the Hattiesburg Tourism Commission, the Mississippi Department of Transportation, the Mississippi Division of Tourism, the City of Hattiesburg and local supporters to develop a facility that would set the stage for each visitor's experience in Hattiesburg. In 2004, the Hattiesburg Visitors Center began welcoming visitors to Hattiesburg and has proved extremely successful at creating a positive first impression for visitors. Since opening, the Visitors Center has welcomed more than 80,000 visitors to Hattiesburg.





African American Military History Museum

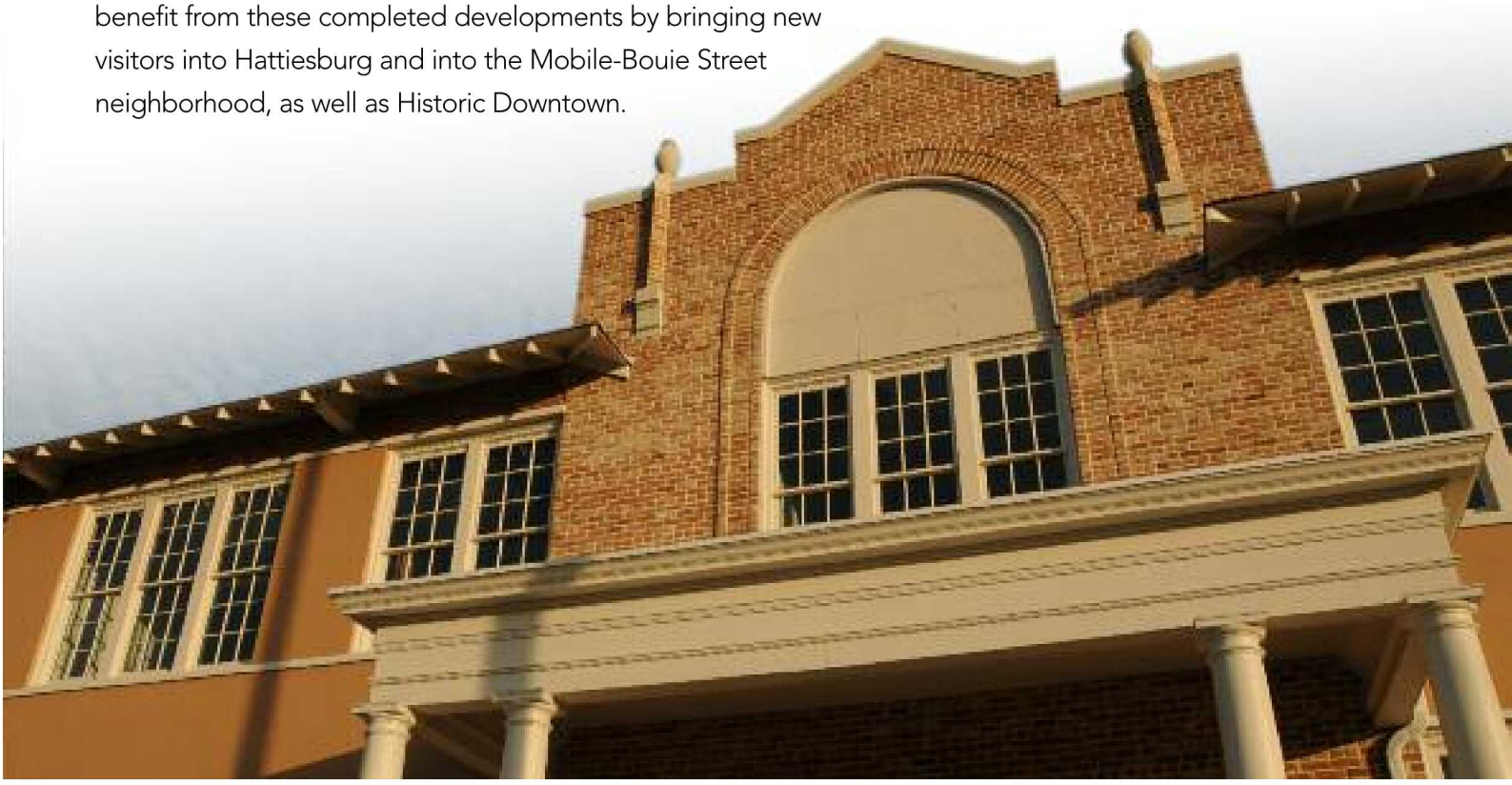
The USO Club on East Sixth Street has a monumental record of service to our African American Military heroes. Opened in 1942, the USO Club was constructed by community volunteers who invested more than 40,000 hours in the project. It is the only surviving USO built exclusively for African American soldiers and has been listed on the National Register of Historic Places since 2003. The Museum was established and is governed by a volunteer board made up of Hattiesburg veterans. In 2006, the HCC and its partners in this process, including EURO Alumni Association, African American Military History Committee, Historic Hattiesburg Downtown Association, Mobile/Bouie Neighborhood Association and the City of Hattiesburg, played a major role in the Museum's rebirth. This USO Club now chronicles the sacrifice of Hattiesburg citizens who have served our country with distinction as members of the United States military. On May 23, 2009, the Museum opened its doors to more than 700 people who arrived to commemorate the grand opening of this unique attraction. Since then, nearly 20,000 visitors have witnessed our military history through the eyes of the African American soldier by experiencing the Museum's historic artifacts and captivating displays.

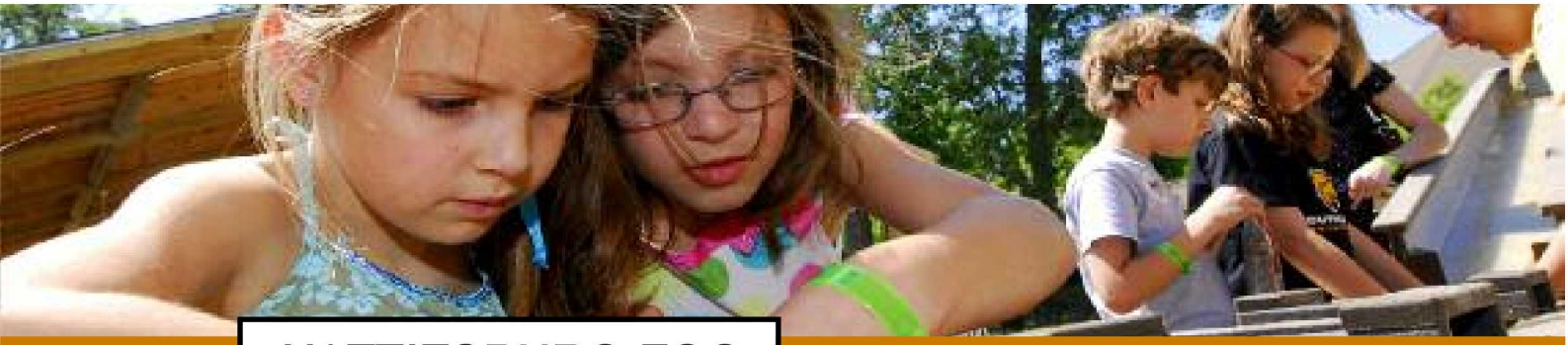




HISTORIC EUREKA SCHOOL MUSEUM

The historic Eureka School was designated as a Mississippi landmark in 2005 and serves as the core of the educational history and heritage of African Americans in Hattiesburg. This brick schoolhouse was built in 1921 for African American students and housed students in grades 1 through 12 until the high school moved to Royal Street in 1949. This 89-year-old building is home to the EURO Alumni Association. When complete, the building, which saw restoration begin in early 2008, will become an African American Heritage and Cultural Museum and Interpretive Center for the Civil Rights Movement in Hattiesburg. Early work has restored the building's front portico and windows to their original 1920s look, as well as completed the installation of a parking lot and landscaping on the grounds. Preservation of this historic structure and its conversion into a museum, which will chronicle the struggles and contribution of Hattiesburg's African American citizens, lays a course of growth for the future. The rise in cultural tourism will benefit from these completed developments by bringing new visitors into Hattiesburg and into the Mobile-Bouie Street neighborhood, as well as Historic Downtown.





HATTIESBURG ZOO

In 1902, John Kamper deeded 40 acres of land to the United Daughters of the Confederacy (UDC) to be improved upon and used as a public park, known as Kamper Park. The Hattiesburg Zoo, set inside this 40-acre park, opened with only a few exhibits on Easter Sunday in 1950. The Hattiesburg Zoo continues to develop and grow under the management of the Hattiesburg Convention Commission, a relationship that began in late 2009. This year, the Zoo celebrated 62 years of animal adventure by unveiling the "Touch Africa" Petting Zoo and the Parris Jewelers Mining Sluice during the annual Birthday Bash. In addition, the Zoo opened an entire section that had been closed to visitors for more than ten years. Its continued advancement as a tourism destination earned the Hattiesburg Zoo the coveted Tourism Achievement Award presented by the Mississippi Tourism Association at the 2012 Governor's Conference on Tourism. Given annually, this award recognizes a tourism entity that does an outstanding job at growing an attraction to continually increase visitation.





HATTIESBURG**CONVENTION**COMMISSION.COM

ONE CONVENTION CENTER PLAZA // HATTIESBURG, MS 39401 // 601.268.3220 // 601.268.3249 FAX

HATTIESBURG CONVENTION COMMISSION

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

Year Ended September 30, 2012

HATTIESBURG CONVENTION COMMISSION

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Management's Discussion and Analysis

A general rise in consumer confidence, along with a loosening of corporate and government meeting constraints, over the past fiscal year has positively impacted the Hattiesburg Convention Commission. Improvements in event sales and other operational revenue at most Commission facilities reflected a more optimistic outlook by our guests and clients. Trends point to slow economic improvement, so conservative planning remains appropriate for the upcoming fiscal year.

At the Hattiesburg Convention Commission's flagship facility, the Lake Terrace Convention Center, we have seen convention-related room rental revenue increase by 27% with food and beverage spending increasing by 12% over the prior fiscal year. This continues the slow upward trend we began to see at the end of last fiscal year with increased spending on meeting space and a gradual increase in F&B spending.

Industry tradeshows and meetings have not been replaced or meaningfully diminished by electronic communications and internet meetings resulting in continued demand for large exhibit spaces at the Lake Terrace Convention Center. Small corporate gatherings such as sales or technical team meetings have embraced this technology over the recessionary period, but these meetings were never the domain of a public assembly facility. The ability to interact with larger training programs and equipment expositions continues to rely on convention, hotel, conference or other assembly facilities.

Convention Commission-operated facilities, like the African American Military History Museum, the Hattiesburg Zoo and the Saenger Theater, saw regional sales or visitation continue at a good pace. This continues the trend we have seen over the past few years of Pine Belt residents seeking entertainment options closer to home. Saenger Theater attendance was up 6% over the prior fiscal year and Zoo revenue was up 35% for the same period. The Zoo revenue increase was driven largely this year, by a focus on corporate picnics and non-traditional events such as A Family Affair, our Valentine's Day Celebration, the Zoo's Annual Birthday Bash and other special or after-hours events.

FACILITY HIGHLIGHTS

The Lake Terrace Convention Center hosted over a quarter of a million guests during 1,119 event days during the 2012 Fiscal Year. Our fall and spring convention seasons were robust in both attendance and event volume. Event spending remains cautious, though some meeting planners have begun to spend more on food-related functions. Total delegate spending in Hattiesburg rose from below $30 million in 2011 to $37 million in 2012.

The Convention Center's reputation for quality and excellent customer service was recognized for the seventh time by readers of *ConventionSouth Magazine* with the Center's receipt of the magazine's "Best of the Best" Readers Choice Award. This award is nominated and selected by event planners from throughout the Southern United States. This dedication to exceptional service by the individual staff members of the Convention Commission helps to draw new and repeat customers back to Commission facilities.

The Saenger Theater produced 300 event days which allowed us to host over 150,000 patrons. This was an attendance increase of 6% over the prior year. Growing the volume of patrons is first in our mission to use the historic Saenger Theater as a catalyst for private sector growth in downtown Hattiesburg. We are encouraged by the public's desire to enjoy this architectural gem of our community.

The African American Military History Museum at the Historic USO Club continues to draw visitors, including around 7,000 during the 2012 Fiscal Year. School groups and cultural or historical tours make up the primary market for the museum. In addition, we are visited regularly by historians and other research oriented scholars. Along with daily operations, we are pursuing National Landmark Status for this unique building. The application process is roughly midway and we hope to hear positive results in the future.

Work on the Eureka School Museum project continues with development of Phase III, which will be renovation of the cafeteria and downstairs east restrooms. Completion should be in time to host portions of the annual EURO Reunion in late June of 2013. In 2012, the Mississippi Department of Archives and History awarded the project a grant in the amount of $210,000 for Phase III of the project. Full architectural renovation drawings are complete and the Commission is working to keep each subsequent phase of the project following on the heels of its predecessor.

The Hattiesburg Zoo saw numerous developments in Fiscal Year Ending 2012. In April, Touch Africa (a petting zoo) was opened along with the Parris Jewelers Mining Sluice. These new attractions create more reasons for guests to stay longer at the Zoo and return more frequently. Along with these attractions, the Commission was proud to open the walking loop around the Zoo which eliminated the need to backtrack while seeing all animal exhibits.

Long-term development of the Zoo remains a key focus with the ongoing construction of a Quarantine Facility, new Tiger Holding Facility, new Zoo School (Education) Building, and several new exhibits or exhibit expansions.

FINANCIAL HIGHLIGHTS

Management of the Hattiesburg Convention Commission (including the Hattiesburg Lake Terrace Convention Center, Historic Saenger Theater, Hattiesburg Visitors Center, African American Military History Museum at the Historic USO Club, the Historic Eureka School Museum project and the Hattiesburg Zoo) offers this narrative overview and analysis of the financial and operational activities of the Commission for the Fiscal Year Ended September 30, 2012. We encourage readers to consider the information presented here in conjunction with the Commission's financial statements, which follow.

The primary funding mechanism of the Commission is a special 2% sales tax collected by restaurants and alcoholic beverage package retailers. This 'convention promotion tax', as identified by the Legislature of the State of Mississippi, was authorized and enabled by Senate Bill 3367.

During Fiscal Year Ending 2012, the special sales tax showed a 5% increase over the prior year. Convention business continued to show slow, gradual improvement in 2012. This includes number of events, food and beverage spending, and volume of delegates. This more optimistic outlook translated into a 27% increase in room rental income and a 12% increase in food and beverage revenue over the prior year

Operational expenditures of the Commission fall into the following categories: debt service; facility operations; repairs, refurbishment, and capital assets; administrative fees and marketing; and staffing. These five categories paint a broad picture of cost areas for public assembly facilities. For the Convention Commission, the categories reflect the operational categories of six facilities including, the Convention Center, the Historic Saenger Theater, the Visitors Center, the African American Military History Museum at the Historic USO Club, the Historic Eureka School project and the Hattiesburg Zoo. Within the aforementioned facilities, general operational expense rose in some areas as a corollary to the increased room rentals, food and beverage sales, and zoo and museum construction and development.

Debt service costs during Fiscal Year 2012 resulted in payments of $820,719. This debt service includes payments for the renovations to the Historic Saenger Theater, as well as the Convention Center bonds.

Facility operations expenditures cover a wide range of components for all Convention Commission facilities. These components include utilities, uniforms, cleaning supplies, pest control, food products, landscaping services, safety equipment, fuels, animal feed, veterinary bills and other zoo operational items.

Repairs, refurbishment and capital asset expenditures include services and products required to maintain the six facilities in such a manner that attracts a large number of clients, visitors and guests. Such services and products can include surface repair and replacement, painting, commercial carpet cleaning services, parking lot repair, lighting systems, mechanical equipment replacement and the acquisition of specific equipment that helps us do our jobs better.

Administrative fees and marketing expenditures include organizational activities required by law such as annual auditing services, building insurance coverage and liability insurance coverage, surety bonds, management fees, as well as an annual allocation for marketing of the Convention Center, Saenger Theater, African-American Military History Museum, and the Hattiesburg Zoo.

Staffing costs reflect the compensation and benefits necessary to ensure that a professional staff is available at all hours to effectively operate the facilities and create the demand for repeat business. The quality of maintenance and preservation of each, along with the capacity to service the high volume of events at these facilities each year, is a testament to the exceptional staff of the Commission. Professionalism and commitment to excellence are reflected in the people who work days, nights, weekends and holidays to make the Commission facilities a success for Hattiesburg.

BUDGETARY HIGHLIGHTS

Fiscal Year 2012 income reflected a favorable variance of $997,478 (17%) above budget projections. Expenditures also reflected a favorable variance and were under budget projections by $285,485 (4%). Fiscal Year 2012 culminated with a positive budgetary variance of $1,282,963.

TABLE 1
ASSETS

	Governmental Activities	
	2012	**2011**
ASSETS		
Current and other assets	$ 4,848,272	$ 4,028,783
Capital assets:		
Land	1,315,877	1,315,877
Buildings and improvements, net	13,721,233	14,166,375
Furniture and fixtures, net	60,664	62,722
Equipment and vehicles, net	337,939	456,216
Assets acquired under lease	29,912	-
Construction in progress	1,328,773	915,914
Total	$ 21,642,670	$ 20,945,887

CAPITAL ASSETS

On September 30, 2012, the Commission had assets totaling $21,642,670. Capital assets acquired during 2012 totaled $478,193 and primarily consisted of the construction development at the Hattiesburg Zoo and construction development at the Historic Eureka School.

DEBT AND NET ASSETS

TABLE 2
LIABILITIES AND NET POSITION

	Governmental Activities	
	2012	2011
LIABILITIES		
Long-term liabilities, outstanding:		
Due within one year	$ 11,579	$ 680,000
Payable after one year	18,333	-
Other liabilities	287,541	215,029
Total Liabilities	$ 317,453	$ 895,029
NET POSITION		
Invested in capital assets, net of related debt	$ 16,764,486	$ 16,237,104
Restricted for:		
Historic Eureka School Museum Renovation / Development	430,902	665,504
Capital Projects - Zoo	-	354,082
Unrestricted	4,129,829	2,794,168
Total net position	$ 21,325,217	$ 20,050,858

The Commission has two major areas of debt: revenue bonds on the Convention Center and Saenger Theater notes. In Fiscal Year 2012, the Commission made a principal reduction of $680,000 on its revenue bond debt. Payments totaling $107,844 were made to the City of Hattiesburg for the Saenger Theater.

(See Table on Next Page)

TABLE 3
CHANGES IN NET POSITION

	2012	2011
REVENUES		
Program Revenues:		
Room rental - events	$ 352,495	$ 276,616
Ticket revenue	33,937	18,215
Food and beverage revenue	898,315	798,944
Saenger Theater revenue	114,914	108,269
Operating grant revenue	-	508,000
Zoo earned revenues and subsidies	1,130,169	1,239,052
Other miscellaneous revenue	87,008	57,098
Total program revenues	2,616,838	3,006,194
General Revenues:		
Sales tax revenue	4,479,089	4,254,485
Transfer from City of Hattiesburg – Zoo Improvement	149,217	176,547
Interest earned on investments	1,972	2,914
Total general revenues	4,630,278	4,433,946
Total revenues	7,247,116	7,440,140
PROGRAM EXPENSES		
Salaries, wages, and benefits	2,611,051	2,540,477
Food and beverage costs	560,758	493,639
Saenger Theater costs	195,982	165,458
Utilities	449,996	450,707
Other operating expenses	1,408,833	1,113,767
Transfer to City of Hattiesburg - Saenger Bonds	107,844	103,932
Transfer to City of Hattiesburg – Zoo Capital Improvements	15,122	285,171
Depreciation and amortization	606,787	592,962
Loss on disposal on assets	15	49,004
Interest	16,369	44,466
Total program expenses	5,972,757	5,839,583
INCREASE IN NET POSITION	1,274,359	1,600,557
Net position - beginning of year	20,050,858	18,388,211
Prior period adjustment	-	62,090
Net position, beginning of year as restated	20,050,858	18,450,301
Net position, end of year	$ 21,325,217	$ 20,050,858

FISCAL YEAR 2013 BUDGET

The FYE 2013 Budget projects no increase in sales tax revenue over the previous year. We have taken this conservative step despite some positive signs, due to the vagaries of the weak national economy. We are projecting room rental and admission revenues to also remain at the 2012 level with no budgeted change. However, based on the 2011 fiscal year's performance, we are increasing projected food and beverage revenue by 2%.

We project Facility Operation costs in 2013 to remain the same as the 2012 Fiscal Year, with Repair expense projected to decrease by 7%. We project Marketing costs to also remain at 2012 levels. And, we are projecting an increase of 10% in staffing costs as we address increased Worker's Compensation costs (which are driven by event volume and sales). In addition, we will begin to bring museum professional staff on to help design the Eureka School Museum in FYE 2013, and will seek to provide small cost-of-living increases for staff members who may not have received increases in the last year or so.

SUMMARY

The Hattiesburg Convention Commission and its management will continue to place economic development and community growth first in its work with the Lake Terrace Convention Center, the Historic Saenger Theater, the Hattiesburg Visitors Center, the African-American Military History Museum at the Historic USO Club, the Historic Eureka School and the Hattiesburg Zoo. Continued successful operation of tourism-related facilities offers the Greater Hattiesburg area the economic benefits of Mississippi's sixth largest industry (tourism) along with increased recognition as a strong visionary community.

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INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Hattiesburg Convention Commission
Hattiesburg, Mississippi 39401

We have audited the accompanying financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Hattiesburg Convention Commission, component unit of the City of Hattiesburg, as of and for the year ended September 30, 2012, which collectively comprise the Hattiesburg Convention Commission's basic financial statements as listed in the table of contents. These financial statements are the responsibility of Hattiesburg Convention Commission's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Hattiesburg Convention Commission as of September 30, 2012, and the respective changes in financial position, thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

To the Board of Commissioners
Hattiesburg Convention Commission

In accordance with *Government Auditing Standards*, we have also issued our report dated March 6, 2013, on our consideration of the Hattiesburg Convention Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 1 through 6 and page 28 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Hattiesburg Convention Commission's financial statements as a whole. The combining fund financial statements are presented for purposes of additional analysis and are not a required part of the financial statements. The combining fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Hattiesburg, Mississippi
March 6, 2013

EXHIBIT A

HATTIESBURG CONVENTION COMMISSION

STATEMENT OF NET POSITION
SEPTEMBER 30, 2012

	Governmental Activities
ASSETS	
Cash and investments with fiscal agent	$ 4,233,513
Special sales tax receivable	362,438
Accounts receivable	170,243
Other receivable	24,465
Due from other governments	12,994
Inventory – food and beverage	44,619
Capital assets:	
Land	1,315,877
Buildings, parking lot, etc., net	13,721,233
Furniture and fixtures, net	60,664
Equipment and vehicles, net	337,939
Assets acquired under capital lease, net	29,912
Construction in progress	1,328,773
Total assets	21,642,670
LIABILITIES	
Accounts payable	210,541
Other payables	10,427
Events deposits liability	47,627
Other taxes payable	18,946
Long-term liabilities:	
Portion due or payable within one year:	
Capital leases	11,579
Portion due or payable after one year:	
Capital leases	18,333
Total liabilities	317,453
NET POSITION	
Net investment in capital assets	16,764,486
Restricted for:	
Capital projects	430,902
Unrestricted	4,129,829
Total net position	$ 21,325,217

See the accompanying notes to the financial statements.

EXHIBIT B

HATTIESBURG CONVENTION COMMISSION

STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2012

	Governmental Activities
PROGRAM EXPENSES:	
Salaries, wages, and benefits	$ 2,611,051
Food and beverage costs	560,758
Saenger Theater costs	195,982
Utilities	449,996
Other operating expenses	1,408,833
Transfer to City of Hattiesburg – Saenger Bonds	107,844
Transfer to City of Hattiesburg – Zoo Capital Improvements	15,122
Depreciation and amortization	606,787
Loss on disposal of assets	15
Interest	16,369
Total program expenses	5,972,757
PROGRAM REVENUES:	
Room rental – events revenue	352,495
Ticket revenue	33,937
Food and beverage revenue	898,315
Saenger Theater revenue	114,914
Zoo earned revenues and subsidies	1,130,169
Other miscellaneous revenue	87,008
Total program revenues	2,616,838
Net program expense	(3,355,919)
GENERAL REVENUES:	
Sales tax revenue	4,479,089
Receipts from City of Hattiesburg – Zoo Improvement	149,217
Interest earned on investments	1,972
Total general revenues	4,630,278
Change in net position	1,274,359
NET POSITION:	
Net Position - beginning	20,050,858
Net Assets - ending	$ 21,325,217

See the accompanying notes to the financial statements.

EXHIBIT C

HATTIESBURG CONVENTION COMMISSION

BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2012

	General Fund	Other Governmental Funds	Total Governmental Funds
ASSETS			
Cash and investments with fiscal agent	$ 3,781,932	$ 451,581	$ 4,233,513
Special sales tax receivable	362,438	-	362,438
Accounts receivable	170,243	-	170,243
Other receivable	24,465	-	24,465
Due from other governments	-	12,994	12,994
Inventory – food and beverage	44,619	-	44,619
Total assets	$ 4,383,697	$ 464,575	$ 4,848,272
LIABILITIES			
Accounts payable	$ 176,868	$ 33,673	$ 210,541
Events deposits liability	47,627	-	47,627
Other taxes payable	18,946	-	18,946
Other payables	10,427	-	10,427
Total liabilities	253,868	33,673	287,541
FUND BALANCE			
Nonspendable	44,619	-	44,619
Restricted	4,085,210	430,902	4,516,112
Total fund balance	4,129,829	430,902	4,560,731
Total liabilities and fund balance	$ 4,383,697	$ 464,575	$ 4,848,272

See the accompanying notes to the financial statements.

EXHIBIT C-1

HATTIESBURG CONVENTION COMMISSION

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET ASSETS SEPTEMBER 30, 2012

Total fund balances for governmental funds (Exhibit C)	$	4,560,731
Total net assets reported for governmental activities in the statement of net assets is different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds, net of accumulated depreciation of $7,471,939.		16,794,398
Long-term liabilities applicable to the Commission's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities – both current and long-term – are reported in the statement of net assets.		(29,912)
Total net assets of governmental activities (Exhibit A)	$	21,325,217

See the accompanying notes to the financial statements.

EXHIBIT D

HATTIESBURG CONVENTION COMMISSION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2012

	General Fund	Other Governmental Funds	Total Governmental Funds
REVENUES			
Sales tax revenue	$ 4,479,089	$ -	$ 4,479,089
Interest earned on investments	1,074	898	1,972
Room rental-events revenue	352,495	-	352,495
Ticket revenue	33,937	-	33,937
Food and beverage revenue	898,315	-	898,315
Saenger Theater revenue	114,914	-	114,914
Zoo revenue (earned income & subsidies)	1,130,169	-	1,130,169
Transfer from City of Hattiesburg – Zoo projects	-	149,217	149,217
Other miscellaneous revenue	82,208	4,800	87,008
Total revenues	7,092,201	154,915	7,247,116
EXPENDITURES			
Staffing costs	2,611,051	-	2,611,051
Legal fees	21,596	-	21,596
Advertising and public relations	123,255	-	123,255
Miscellaneous operating costs and supplies	438,181	-	438,181
Food and beverage expenses	560,758	-	560,758
Saenger Theater expenses	195,982	-	195,982
Audit and accounting fees	18,450	-	18,450
Dues and subscriptions	8,036	-	8,036
Insurance costs	121,396	-	121,396
Repairs, maintenance and landscaping	350,397	-	350,397
Utilities	449,996	-	449,996
Office supplies and expense	246,074	-	246,074
Transfer to City of Hattiesburg – Saenger Bonds	107,844	-	107,844

See the accompanying notes to the financial statements.

EXHIBIT D
PAGE TWO

HATTIESBURG CONVENTION COMMISSION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2012

	General Fund	Other Governmental Funds	Total Governmental Funds
EXPENDITURES (Cont.)			
Capital outlay	$ 34,737	$ 540,026	$ 574,763
Debt service – principal	4,825	680,000	684,825
Debt service – interest and fees	-	28,050	28,050
Total expenditures	5,292,578	1,248,076	6,540,654
Excess (deficiency) of revenues over expenditures	1,799,623	(1,093,161)	706,462
OTHER FINANCING SOURCES (USES)			
Transfers in	-	503,977	503,977
Transfers out	(503,977)	-	(503,977)
Proceeds from capital leases	34,737	-	34,737
Proceeds from sale of asset	-	500	500
Total other financing sources (uses)	(469,240)	504,477	35,237
Net change in fund balances	1,330,383	(588,684)	741,699
FUND BALANCE			
Beginning of year	2,799,446	1,019,586	3,819,032
Beginning of year, as restated	2,799,446	1,019,586	3,819,032
End of year	$ 4,129,829	$ 430,902	$ 4,560,731

See the accompanying notes to the financial statements.

EXHIBIT D-1

HATTIESBURG CONVENTION COMMISSION

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES YEAR ENDED SEPTEMBER 30, 2012

Net change in fund balances – total governmental funds (Exhibit D)	$	741,699
The change in net assets reported for governmental activities in the statement of activities is different because:		
Governmental funds report capital outlays as expenditures while governmental activities report depreciation to allocate those expenditures over the life of the assets. Capital assets purchased amounted to $478,193 and the depreciation expense amounted to $600,384.		(122,191)
Payment of principal on long-term liabilities is reported as an expenditure in the governmental funds, but the payment reduces long-term liabilities in the Statement of Activities.		684,825
Governmental funds recognize interest on long-term debt when it becomes due, however, the Statement of Activities recognizes interest as it accrues regardless of when it becomes due.		11,681
Bond issuance costs are an expenditure in governmental funds and are recognized when paid, but is allocated over the bond period in the Statement of Activities.		(6,403)
The net affect of transactions involving capital assets (i.e. transfers, sales and trades) is to decrease net assets.		(515)

See the accompanying notes to the financial statements.

EXHIBIT D-1
PAGE TWO

HATTIESBURG CONVENTION COMMISSION

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES YEAR ENDED SEPTEMBER 30, 2012

Proceeds from capital leases are reported in the governmental funds. However, in the statement of net assets a long-term liability is recorded. Repayments of long-term debt are reported as expenses in the governmental funds but are recorded against the liability in the statement of net assets. This amount combines the net changes for capital leases.	$ (34,737)
Change in net assets of governmental activities (Exhibit B)	$ 1,274,359

See the accompanying notes to the financial statements.

NOTES TO FINANCIAL STATEMENTS

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Hattiesburg Convention Commission (Commission) was established under House Bill No. 472, Local and Private Law of the State of Mississippi. The Commission is primarily funded by a 2% sales tax on local food, beverage and alcoholic beverage package retailer permits. The sales tax is collected by the City of Hattiesburg and is remitted to the Commission monthly.

The Commission is composed of seven members who are appointed by the Council of the City of Hattiesburg. The purpose of the Commission is to promote conventions and tourism primarily with the Hattiesburg Tourism Commission. The Commission has authority over all matters relating to the establishment, development, construction, furnishing and equipping of convention and tourism related facilities.

The Commission is presented as a component unit of the City of Hattiesburg.

Government-Wide Accounting - The Commission implemented the reporting model required by GASB 34 for financial reporting purposes. The following paragraphs describe the model used to prepare the financial statements.

The Statement of Net Assets and the Statement of Activities display information about the Commission as a whole. They include all funds of the reporting entity except for fiduciary funds, if applicable. Governmental activities are generally financed through taxes, intergovernmental revenues, and other nonexchange revenues. Government-wide accounting is designed to provide a more comprehensive view of the government's operations and financial position as a single economic entity.

The Statement of Activities presents a comparison between direct expenses and program revenues for the Commission's governmental activities. Direct expenses are those that are specifically associated with a program or function. Program revenues include primarily fees and charges paid by the recipients of goods or services offered by the programs. Revenues that are not classified as program revenues are presented as general revenues.

Fund Accounting - The accounts of the Commission are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled. The various funds are grouped in the financial statements in this report as follows:

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS
PAGE TWO
YEAR ENDED SEPTEMBER 30, 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

GOVERNMENTAL FUNDS

The Commission reports the following major governmental fund:

General Fund - The General Fund is presented as the primary operating fund of the Commission. It is comprised of three funds internally maintained, the Operations and Maintenance (O & M) Fund, the Revenue Fund, and the Investment in Lease Fund. It is used to account for all financial resources for which a separate fund has not been established.

Recently Issued Accounting Standards - GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. The objective of this Statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. The categories of fund balance presented in the Commission's financial statements have changed as a result of implementing this Statement.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING

Government-Wide Financial Statements - The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

Governmental Fund Financial Statements - Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The Commission considers all revenues reported in the governmental funds to be available if the revenues are collected within 30 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions. This will affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS
PAGE THREE
YEAR ENDED SEPTEMBER 30, 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Cash and Cash Equivalents - The Commission deposits excess funds in the financial institutions selected by the Commissioners. State statutes specify how these depositories are to be selected.

Cash and cash equivalents consist of amounts on deposit in demand accounts and certificates of deposit with maturities of 12 months or less. Cash and cash equivalents are valued at cost.

Inventory - Inventory consists of purchased food and supplies and is valued at cost using the first-in/first-out (FIFO) method.

Capital Assets - Capital assets are reported at actual or estimated historical cost based on appraisals or deflated current replacement cost. Contributed assets are reported at estimated fair value at the time received.

Capitalization thresholds (dollar value above which asset acquisitions are added to the capital asset accounts) and estimated useful lives of capital assets are reported in the government-wide statements. Depreciation is calculated on the straight-line basis for all assets, except land. The following schedule details those thresholds.

	Capitalization Policy	Estimated Useful Life
Buildings	$ 50,000	40 years
Building improvements	25,000	20 years
Improvements other than buildings	25,000	20 years
Mobile equipment	5,000	5 - 10 years
Furniture and equipment	5,000	3 - 7 years
Leased property under capital leases	*	*

(*) The threshold amount will correspond with the amounts for the asset classifications if applicable.

Long-Term Liabilities - Long-term liabilities are the unmatured principal of bonds, warrants, notes or other forms of noncurrent or long-term general obligation indebtedness. Long-term liabilities are not limited to liabilities from debt issuances, but may also include liabilities on lease-purchase agreements and other commitments. Long-term liabilities should not be reported as liabilities in governmental funds, but should be reported in the governmental activities column in the government-wide statement of net assets.

Compensated Absences - The Commission has adopted a policy of compensation for accumulated employee benefits. However, the commission has elected not to record the amount of the liability in the governmental funds but instead to recognize these costs when actually paid.

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS
PAGE FOUR
YEAR ENDED SEPTEMBER 30, 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Interfund Transactions and Balances - Interfund transactions and balances are the result of timing differences between the date expenditures occur and the date payments are made.

Short-term (due within one year) interfund loan receivables are reported as “due from other funds” and are considered available expendable resources.

Transfers are used to (a) move revenues to the fund that statute or budget requires to collect to the funds or the fund that statute or budget requires to expend them and (b) to use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

Interfund receivables and payables between the funds within governmental activities are eliminated in the Statement of Net Assets. See Note 3 for details on interfund transactions, including receivables and payables at year-end.

Equity Classifications:

Government-Wide Financial Statements:

Equity is classified as net assets and displayed in three components:

a. Invested in capital assets, net of related debt - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, constructions, or improvements of those assets.

b. Restricted net assets - Consists of net assets with constraints placed on the use with or by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

c. Unrestricted net assets - All other net assets that do not meet the definition of “restricted” or “invested in capital assets, net of related debt”.

When both restricted and unrestricted resources are available for use, it is the Commission’s policy to use restricted resources first, then unrestricted resources as they are needed.

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS
PAGE FIVE
YEAR ENDED SEPTEMBER 30, 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Fund Financial Statements:

During fiscal year ended 2011, the Commission implemented GASB Statement 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This Statement provides more clearly defined fund balance categories in order to more accurately report nature and extent of the constraints placed on a government's fund balances. The following classifications are used by the Commission and describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- Nonspendable fund balance – amounts that are not in spendable form, such as inventories and prepaid items, or legally or contractually required to remain intact.

- Restricted fund balance – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government) through constitutional provisions, or by enabling legislation.

NOTE 2 - CASH AND CASH EQUIVALENTS, CASH WITH FISCAL AGENTS, AND INVESTMENTS

Cash and Cash Equivalents - The collateral for public entities' deposits in financial institutions is now held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the Commission's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depository Insurance Corporation (FDIC).

The carrying amount of the government's deposits with financial institutions was $4,017,207 and the bank balance was $4,061,521. The Commission has a repurchase agreement with a carrying balance of $211,506 that is not covered by the Federal Depository Insurance Corporation.

Custodial Credit Risk - Deposits - Custodial credit risk is defined as the risk that, in the event of a financial institutions failure, the Commission's deposits may not be returned to it. The Commission does not have a deposit policy for custodial credit risk. As of September 30, 2012, the Commission's bank balance was not exposed to custodial credit risk.

Cash With Fiscal Agents - The carrying amount of the government's cash with fiscal agents held by financial institutions was $-0- and $7 as of September 30, 2012 and 2011.

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS
PAGE SIX
YEAR ENDED SEPTEMBER 30, 2012

NOTE 2 - CASH AND CASH EQUIVALENTS, CASH WITH FISCAL AGENTS, AND INVESTMENTS (Cont.)

Investments - As of September 30, 2012, the Commission had the following investments:

Investment Type	Maturities (in years)	Carrying Value	Fair Value	Standard & Poor's Rating
Repurchase agreement	less than 1	$ 211,506	$ 211,506	-
Total investments		$ 211,506	$ 211,506	

Interest Rate Risk - The Commission does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk - State law limits investments to those prescribed in Sections 27-105-33(d) and 27-105-33(e), Miss. Code Ann. (1972). The Commission does not have a formal investment policy that would further limit its investment choices or one that addresses credit risk.

Custodial Credit Risk - Investments - Custodial credit risk is defined as the risk that, in the event of a financial institutions failure, the Commission would not be able to recover the value of its investments. The Commission does not have a formal investment policy that addresses custodial risk. As of September 30, 2012, the Commission's investment balance was not exposed to custodial credit risk.

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS
PAGE SEVEN
YEAR ENDED SEPTEMBER 30, 2012

NOTE 2 - CASH AND CASH EQUIVALENTS, CASH WITH FISCAL AGENTS, AND INVESTMENTS (Cont.)

Concentration of Credit Risk - Disclosures of investments by amount and issuer that represents (5%) or more of total investments is required. This requirement does not apply to investments issued or explicitly guaranteed by the U.S. government, investments in mutual funds and external investment pools, and other pooled investments. As of September 30, 2012, the Commission had the following investments:

Issuer	Fair Value	% of Total Investments
Repurchase agreement	$ 211,506	100%
	$ 211,506	

NOTE 3 - INTERFUND TRANSFERS

The following is a summary of interfund transfers:

	Transfers In	Transfers Out
General fund	$ -	$ 503,977
Nonmajor governmental funds	503,977	-
Total transfers in/out	$ 503,977	$ 503,977

Transfers out from the General Fund were for debt service obligations and ongoing capital projects.

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS
PAGE EIGHT
YEAR ENDED SEPTEMBER 30, 2012

NOTE 4 - CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2012, was as follows:

	Beginning Balances	Additions	Retirements	Adjustments	Ending Balances
Governmental activities:					
Capital assets not being depreciated:					
Land	$ 1,315,877	$ -	$ -	$ -	$ 1,315,877
Construction in progress - Eureka	737,389	235,239	-	-	972,628
Construction in progress - Zoo projects	178,525	177,620	-	-	356,145
Total capital assets not being depreciated	2,231,791	412,859	-	-	2,644,650
Capital assets being depreciated:					
Buildings, parking lot, etc.	19,528,656	-	-	-	19,528,656
Furniture and fixtures	474,945	-	-	-	474,945
Equipment and vehicles	1,557,902	30,597	5,150	-	1,583,349
Assets acquired under capital lease	-	34,737	-	-	34,737
Total capital assets being depreciated	21,561,503	65,334	5,150	-	21,621,687
Less accumulated depreciation for:					
Buildings, parking lot, etc.	5,362,281	445,142	-	-	5,807,423
Furniture and fixtures	407,149	7,132	-	-	414,281
Equipment and vehicles	1,106,760	143,285	4,635	-	1,245,410
Assets acquired under capital lease	-	4,825	-	-	4,825
Total accumulated depreciated	6,876,190	600,384	4,635	-	7,471,939
Total capital assets being depreciated, net	14,685,313	(535,050)	515	-	14,149,748
Governmental activity capital assets, net	$ 16,917,104	$ (122,191)	$ 515	$ -	$ 16,794,398

Depreciation Expense is charged as a Convention Commission program function in the amount of $600,384.

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS
PAGE NINE
YEAR ENDED SEPTEMBER 30, 2012

NOTE 5 - LONG-TERM OBLIGATIONS

Changes in Long-Term Obligations - During the year ended September 30, 2012, the following changes occurred in long-term obligations.

	Balance October 1, 2011	Additions	Retirements	Balance September 30, 2012
General obligation bond payable - 2003	$ 680,000	$ -	$ 680,000	$ -
Capital leases	-	34,737	4,825	29,912
Total amounts	$ 680,000	$ 34,737	$ 684,825	$ 29,912

A. General Obligation Bonds Payable

On October 7, 1996, the Hattiesburg Convention Commission adopted a resolution acknowledging and approving a general bond resolution of the City of Hattiesburg, Mississippi dated September 17, 1996 setting forth the terms and provisions for the issuance of convention revenue bonds of the City, Series 1996, in the principal amount of $6,500,000. The interest rate was 5.75%. On November 21, 2002, the Convention Commission adopted a resolution requesting the City of Hattiesburg, Mississippi to issue revenue refunding bonds for the purpose of refunding and prepaying the Series 1996 bonds. The bonds were issued on May 1, 2003 in the amount of $4,980,000 and matured on May 1, 2012. The entity paid off the bonds during the year ended September 30, 2012.

B. Capital Lease Commitments

At September 30, 2012 assets recorded under capital leases are as follows (amounts expressed in thousands:

	Principal	Interest
Vehicles	$ 34,737	$ -
Accumulated Depreciation	(4,825)	-
Total	$ 29,912	$ -

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS
PAGE TEN
YEAR ENDED SEPTEMBER 30, 2012

NOTE 5 - LONG-TERM OBLIGATIONS (Cont.)

The Hattiesburg Convention Commission entered into two capital leases during the year ended September 30, 2012 for vehicles. The future minimum lease payments are as follows:

Year Ending	Principal
September 30, 2013	$ 11,579
September 30, 2014	11,579
September 30, 2015	6,754
Total	$ 29,912

NOTE 6 - SAENGER THEATER

The Hattiesburg Convention Commission executed a contract in 1997 to pay the City of Hattiesburg $11,548 per month or $139,000 annually for 20 years. These payments began October 1, 1998, and are to reimburse the City of Hattiesburg for debt service relating to the City's 1998 General Obligation Bond Issue for the Saenger Theater renovation. During FY 2012, this monthly reimbursement amount was adjusted to $10,427 as a result of the City's refunding of the bond issue.

NOTE 7 - HATTIESBURG ZOO

The Hattiesburg Convention Commission executed a contract in 2010 with the City of Hattiesburg and Hattiesburg Tourism Commission for the management of the Hattiesburg Zoo at Kamper Park. In May 2012, a new agreement was entered into by the City of Hattiesburg and Hattiesburg Convention Commission where the Hattiesburg Convention Commission agreed to accept full financial responsibility for any subsidy requirement necessary for operations of the Hattiesburg Zoo. 6 months prior to the end date of the contract (September 30, 2015), all parties agree to review the financial status of the Zoo operations and work out a new financial plan if necessary.

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS
PAGE ELEVEN
YEAR ENDED SEPTEMBER 30, 2012

NOTE 8 - SUBSEQUENT EVENT

Subsequent Events - Management of the Commission has evaluated subsequent events as of March 6, 2013, which is the date the financial statements were available to be issued.

On February 10, 2013, the Hattiesburg area was hit by an F4 tornado. The Hattiesburg Convention Commission incurred damages on the USO museum contents and the Eureka building. Recovery efforts as of the date of this report, March 6, 2013, are ongoing and involve the City of Hattiesburg, insurance carriers and federal and state agencies.

REQUIRED SUPPLEMENTARY INFORMATION

HATTIESBURG CONVENTION COMMISSION

SCHEDULE 1

BUDGETARY COMPARISON SCHEDULE - COMPREHENSIVE BUDGET ALL FUNDS
YEAR ENDED SEPTEMBER 30, 2012

	Budget			Variance Favorable
	Original	Final	Actual	(Unfavorable)
REVENUES				
Special sales tax (2% food and beverage tax revenue)	$ 3,751,062	$ 3,908,371	$ 4,463,604	$ 555,233
Saenger Theater, Convention Center, USO, Zoo revenue	683,391	833,391	1,105,591	272,200
Food and beverage revenue	613,968	734,437	904,865	170,428
Interest earned	2,589	1,789	1,406	(383)
Zoo - City Support	483,862	544,346	544,346	-
Total revenues	5,534,872	6,022,334	7,019,812	997,478
EXPENDITURES				
Debt Service				
Principle and interest - Convention Center bonds	708,050	708,050	708,050	-
Principle and interest - Saenger bonds	138,576	97,417	97,417	-
	846,626	805,467	805,467	-
Facilities Operations (Convention Center, Visitors Center, Saenger Theater, USO, Eureka, Zoo)				
Utilities, telecommunications, janitorial supplies, safety equipment, training, contracted services, paper products	1,513,761	1,717,189	1,708,280	8,909
Repairs, Refurbishment, and Fixed Assets				
Refurbishment of facilities, replacement of equipment, fixtures	461,287	461,287	301,754	159,533
Insurance, Professional Services, and Marketing				
Trustee fees, insurance, surety bonds, audit and legal fees, marketing materials, etc.	442,020	541,995	538,921	3,074
Staffing Costs (including benefits)	2,608,808	2,608,808	2,598,286	10,522
Special Projects				
Historic USO Club & Museum Development	30,000	30,000	-	30,000
Historic Eureka School Musuem Renovation/Development	210,000	210,000	168,287	41,713
Saenger Theater	10,000	10,000	-	10,000
Trolleys	8,000	8,000	2,994	5,006
Zoo	175,000	175,000	158,272	16,728
Sub-total special projects	433,000	433,000	329,553	103,447
Total expenditures	6,305,502	6,567,746	6,282,261	285,485
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(770,630)	(545,412)	737,551	1,282,963
NET CHANGE IN FUND BALANCES	$ (770,630)	$ (545,412)	737,551	$ 1,282,963
ADJUSTMENTS				
Adjustments for accrued receivables and payables			4,148	
FUND BALANCE				
Beginning of year, as restated			3,819,032	
End of year			$ 4,560,731	

HATTIESBURG CONVENTION COMMISSION

NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
YEAR ENDED SEPTEMBER 30, 2012

NOTE 1 - BASIS OF PRESENTATION

The Budgetary Comparison Schedule presents the original legally adopted budget, the final legally adopted budget, the actual data on the budgetary cash basis, and variances between the final budget and the actual data.

NOTE 2 - BUDGET AMENDMENTS AND REVISIONS

The budget is adopted by the Board of Commissioners and approved by the Hattiesburg City Council. Amendments can be made on the approval of the Council. A comprehensive budget including all funds is presented for budgetary comparison consistent with accounting principles generally accepted in the United States of America.

NOTE 3 - SPECIAL PROJECTS

The budget for special projects is approved in total and may be used as needed between the projects. Budgetary performance for individual projects should be evaluated based on total expenditures for special projects rather than by each individual project. In total, for fiscal year 2012, there is a positive variance in the special projects category.

SUPPLEMENTARY INFORMATION

SCHEDULE 2

HATTIESBURG CONVENTION COMMISSION

COMBINING BALANCE SHEET
GOVERNMENTAL FUNDS
September 30, 2012

	O & M Fund	Revenue Fund	Investment in Lease Fund	Total General Funds (Exhibit C)	Capital Projects Fund	Debt Service Fund	Total Other Governmental Funds (Exhibit C)	Total Governmental Funds (Exhibit C)
ASSETS								
Cash and investments with fiscal agent	$ 3,560,753	$ 9,673	$ 211,506	$ 3,781,932	$ 451,581	$ -	$ 451,581	$ 4,233,513
Special sales tax receivable	-	362,438	-	362,438	-	-	-	362,438
Accounts receivable	170,243	-	-	170,243	-	-	-	170,243
Other receivable	24,465	-	-	24,465	-	-	-	24,465
Due from other governments	-	-	-	-	12,994	-	12,994	12,994
Inventory – food and beverage	44,619	-	-	44,619	-	-	-	44,619
Total assets	$ 3,800,080	$ 372,111	$ 211,506	$ 4,383,697	$ 464,575	$ -	$ 464,575	$ 4,848,272
LIABILITIES								
Accounts payable	$ 176,868	$ -	$ -	$ 176,868	$ 33,673	$ -	$ 33,673	$ 210,541
Events deposits liability	47,627	-	-	47,627	-	-	-	47,627
Other taxes payable	18,946	-	-	18,946	-	-	-	18,946
Due to City of Hattiesburg	-	10,427	-	10,427	-	-	-	10,427
Total liabilities	243,441	10,427	-	253,868	33,673	-	33,673	287,541
FUND BALANCE								
Nonspendable	44,619	-	-	44,619	-	-	-	44,619
Restricted	3,512,020	361,684	211,506	4,085,210	430,902	-	430,902	4,516,112
Total fund balance	3,556,639	361,684	211,506	4,129,829	430,902	-	430,902	4,560,731
Total liabilities and fund balance	$ 3,800,080	$ 372,111	$ 211,506	$ 4,383,697	$ 464,575	$ -	$ 464,575	$ 4,848,272

SCHEDULE 3

HATTIESBURG CONVENTION COMMISSION

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2012

	O & M Fund	Revenue Fund	Investment in Lease Fund	Total General Funds (Exhibit D)	Capital Projects Fund	Debt Service Fund	Total Other Governmental Funds (Exhibit D)	Total Governmental Funds (Exhibit D)
REVENUES								
Sales tax revenue	$ -	$ 4,479,089	$ -	$ 4,479,089	$ -	$ -	$ -	$ 4,479,089
Interest earned on investments	933	141	-	1,074	907	(9)	898	1,972
Room rental-events revenue	352,495	-	-	352,495	-	-	-	352,495
Ticket revenue	33,937	-	-	33,937	-	-	-	33,937
Food and beverage revenue	898,315	-	-	898,315	-	-	-	898,315
Saenger Theater revenue	114,914	-	-	114,914	-	-	-	114,914
Zoo revenue (earned income & subsidies)	1,130,169	-	-	1,130,169	-	-	-	1,130,169
Transfer from City of Hattiesburg – Zoo Improvement	-	-	-	-	149,217	-	149,217	149,217
Other miscellaneous revenue	82,208	-	-	82,208	4,800	-	4,800	87,008
Total revenues	2,612,971	4,479,230	-	7,092,201	154,924	(9)	154,915	7,247,116
EXPENDITURES								
Staffing costs	2,611,051	-	-	2,611,051	-	-	-	2,611,051
Legal fees	21,596	-	-	21,596	-	-	-	21,596
Advertising and public relations	123,255	-	-	123,255	-	-	-	123,255
Miscellaneous operating costs and supplies	438,181	-	-	438,181	-	-	-	438,181
Food and beverage expenses	560,758	-	-	560,758	-	-	-	560,758
Saenger Theater expenses	195,982	-	-	195,982	-	-	-	195,982
Audit and accounting fees	18,450	-	-	18,450	-	-	-	18,450
Dues and subscriptions	8,036	-	-	8,036	-	-	-	8,036
Insurance costs	121,396	-	-	121,396	-	-	-	121,396
Repairs, maintenance and landscaping	350,397	-	-	350,397	-	-	-	350,397
Utilities	449,996	-	-	449,996	-	-	-	449,996
Office supplies and expense	246,074	-	-	246,074	-	-	-	246,074
Transfer to City of Hattiesburg – Saenger Bonds	-	107,844	-	107,844	-	-	-	107,844

SCHEDULE 3

HATTIESBURG CONVENTION COMMISSION

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2012

	O & M Fund	Revenue Fund	Investment in Lease Fund	Total General Funds (Exhibit D)	Capital Projects Fund	Debt Service Fund	Total Other Governmental Funds (Exhibit D)	Total Governmental Funds (Exhibit D)
EXPENDITURES (Cont.)								
Capital outlay	$ 34,737	$ -	$ -	$ 34,737	$ 540,026	$ -	$ 540,026	$ 574,763
Debt service – principal	4,825	-	-	4,825	-	680,000	680,000	684,825
Debt service – interest and fees	-	-	-	-	-	28,050	28,050	28,050
Total expenditures	5,184,734	107,844	-	5,292,578	540,026	708,050	1,248,076	6,540,654
Excess (deficiency) of revenues over expenditures	(2,571,763)	4,371,386	-	1,799,623	(385,102)	(708,059)	(1,093,161)	706,462
OTHER FINANCING SOURCES (USES)								
Transfers in	3,515,257	-	-	3,515,257	150,000	353,977	503,977	4,019,234
Transfers out	-	(4,019,234)	-	(4,019,234)	-	-	-	(4,019,234)
Proceeds from capital leases	34,737	-	-	34,737	-	-	-	34,737
Proceeds from sale of asset	-	-	-	-	500	-	500	500
Total other financing sources (uses)	3,549,994	(4,019,234)	-	(469,240)	150,500	353,977	504,477	35,237
Net change in fund balances	978,231	352,152	-	1,330,383	(234,602)	(354,082)	(588,684)	741,699
FUND BALANCE								
Beginning of year	2,578,408	9,532	211,506	2,799,446	665,504	354,082	1,019,586	3,819,032
End of year	$ 3,556,639	$ 361,684	$ 211,506	$ 4,129,829	$ 430,902	$ -	$ 430,902	$ 4,560,731

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Commissioners
Hattiesburg Convention Commission
Hattiesburg, Mississippi 39401

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, of the Hattiesburg Convention Commission as of and for the year ended September 30, 2012, which collectively comprise the Hattiesburg Convention Commission's basic financial statements, and have issued our report thereon dated March 6, 2013. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Hattiesburg Convention Commission's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Hattiesburg Convention Commission's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a time basis. A *material* weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

To the Board of Commissioners
Hattiesburg Convention Commission

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Hattiesburg Convention Commission's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance with state laws and regulations that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of management and the Board of Commissioners and is not intended to be and should not be used by anyone other than these specified parties.

Hattiesburg, Mississippi
March 6, 2013

SCHEDULE 4

HATTIESBURG CONVENTION COMMISSION

SCHEDULE OF FINDINGS
YEAR ENDED SEPTEMBER 30, 2012

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unqualified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Reportable condition(s) identified not considered to be material weaknesses?	None reported
Noncompliance material to financial statements noted?	No

Section II - Financial Statement Findings

The results of our tests did not disclose any findings related to the financial statements that are required to be reported under *Government Auditing Standards.*

City of Hattiesburg, MS

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

Master

File Number: 2013-0265

File ID:	2013-0265	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/01/2013
Brief Title:	Acknowledge receipt of audit for Hattiesburg Tourism Commission			**Final Action:**	
				Minute Book Number:	MB2013-138

Title:

Acknowledge receipt of the audit for Hattiesburg Tourism Commission for the fiscal year ending September 30, 2012, from King CPA, PLLC (on file in the City Clerk's office).

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	HTC Annual Report - Financial FYE 2012[1]	**Enactment Number:**	
Contact:		**Meeting Date:**	05/07/2013
Drafter:	Marilyn Schwandt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0265

Title

Acknowledge receipt of the audit for Hattiesburg Tourism Commission for the fiscal year ending September 30, 2012, from King CPA, PLLC (on file in the City Clerk's office).

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

VISITHATTIESBURG™
Five Convention Center Plaza
Hattiesburg, MS 39401

VISITHATTIE.COM • 866.4HATTIE

April 19, 2013

Mayor DuPree & Members of the City Council
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor and Council Members:

Greetings from the Hattiesburg Tourism Commission (dba VisitHattiesburg). Accompanying this letter, you will find our Fiscal Year Ending 2011 Annual Report and Audit.

The past fiscal year, which ended on September 30, 2012, was encouraging for the local tourism industry as it showed some improvements over the prior few years which have declined or, at best, been relatively flat. Though hotel occupancies went only up slightly, Average Daily Rates improved 7% and Revenue Per Available Room increased by almost 8%. What this shows is that demand in still limited but customers are willing to pay a bit more.

Over the past fiscal year, VisitHattiesburg saw hotel tax revenue increase by 12% and operational revenue increase by 8.3%. The good news is that the fiscal year showed meaningful growth over the prior year and we are seeing this trend continue into the 2013 Fiscal Year. Our ability to advertise and market through constrained resources has preserved market share and improve income for the tourism industry.

VisitHattiesburg has continued to aggressively market Hattiesburg by directly developing or participating in more than 33 marketing and promotional activities. In addition, we promoted locally-produced events which continue to draw regional visitors, such as the Mobile Street Renaissance Festival, the Mississippi Miss Hospitality Pageant, Hubfest, USM arts and sports events, as well as FestivalSouth. Our permanent attractions, such as the Longleaf Trace, the Armed Forces Museum at Camp Shelby, the African-American Military History Museum at the Historic USO Club, the Hattiesburg Zoo and the Historic Downtown Area also continue to positively influence our visitor mix and thus, are key components of our marketing efforts.

The Hattiesburg Tourism Commission enters the current fiscal year with a very careful budget that keeps our investment in marketing Hattiesburg and an optimism that stronger growth will occur in 2013. As such, VisitHattiesburg has a robust plan of advertising, marketing and tourism infrastructure development that should continue to grow Hattiesburg's attractiveness to tourists and business travelers while enhancing the local quality of life.

Kind regards,

Rick Taylor
Executive Director

VISIT**HATTIESBURG**'s™ new mural and timeline on display in the Visitors Center

WELCOME TO HATTIESBURG

2012 annual report

October 1, 2011 • September 30, 2012

HATTIESBURG





1882 HATTIESBURG FOUNDED

1884 HATTIESBURG INCORPORATED

1906 MISSISSIPPI WOMENS COLLEGE OPENS

1910 MISSISSIPPI NORMAL COLLEGE OPENS
HATTIESBURG TRAIN DEPOT BUILT

1917 CAMP SHELBY INCORPORATED

1929 SAENGER THEATER OPENS
FIRST ROCK & ROLL RECORDING MADE IN HATTIESBURG

1942 HISTORIC 6TH STREET USO OPENS

1950 HATTIESBURG ZOO AT KAMPER PARK OPENS

1964 FREEDOM SUMMER

2000 LONGLEAF TRACE OPENS

Biography of VISITHATTIESBURG™

Tourism is a $233 million a year industry in Hattiesburg and growing everyday

Created in 1990 by the Mississippi State Legislature, the Hattiesburg Tourism Commission (HTC), doing business as VISIT**HATTIESBURG**™, serves as the official Destination Marketing Organization (Convention & Visitors Bureau), and local industry leader for tourism in the City of Hattiesburg.

VISIT**HATTIESBURG**™ is governed by a 7 member board representing the business community and the local tourism industry. With primary funding generated by a 2% hotel bed tax, the guiding mission of VISIT**HATTIESBURG**™ is very specific... to introduce new dollars into the Hattiesburg economy through increased short-term visitation and overnight stays.

In 2002, VISIT**HATTIESBURG**™ embarked upon what would become an unprecedented marketing project within the Mississippi tourism industry. With professional consultation, VISIT**HATTIESBURG**™ undertook a 16-month research study and branding project specifically designed to develop a BrandPrint™ to be used in the marketing efforts of VISIT**HATTIESBURG**™.

Both quantitative and qualitative research helped ultimately lead VISIT**HATTIESBURG**™ to the "Hattie" brand campaign, which is built upon the acclaimed warmth and friendliness of Hattiesburg's people.

This BrandPrint™ has been recognized with six distinguished awards from national, regional and state tourism industry associations since its implementation, and has made Hattiesburg a leader in tourism branding and marketing in the Southeast region of the United States.

On March 31, 2004, another benchmark for tourism was made when VISIT**HATTIESBURG**™ officially opened the doors to its new home in the Hattiesburg Visitors Center. The opening of the Hattiesburg Visitors Center further complemented the marketing goals of VISIT**HATTIESBURG**™ by providing the organization with an identifiable "face." The Hattiesburg Visitors Center epitomizes the message of the tourism branding strategy... when visiting our area, what stands out above all is the warmth, friendliness and hospitality so uniquely characterized by Hattiesburg's people. Since opening, almost 80,000 visitors from around the globe have signed the guest book at the Visitors Center and been welcomed with Hattiesburg's hallmark hospitality.



From the start, local partnerships have played a critical role in the work of VISIT**HATTIESBURG**™. Working with local hotels, restaurants and attractions, as well as partnering with entities such as the Hattiesburg Convention Commission, the Area Development Partnership, Hattiesburg's two local Universities, the Forrest County Multipurpose Center, the Historic Downtown Association and many others, is vital to VISIT**HATTIESBURG**™'s efforts to grow our area's tourism industry. Through such partnerships, VISIT**HATTIESBURG**™ has been able to serve as a catalyst for significant and unique events in Hattiesburg such as Pre-Olympic Training, the Mississippi Miss Hospitality Pageant, development of the Lake Terrace Convention Center, refurbishment of the Historic Saenger Theater, installation of two Blues Trail Markers, recruitment of various art-related exhibits to Historic Downtown Hattiesburg and most recently, the development of the Hattiesburg Zoo.

Among its many activities, the scope of work for VISIT**HATTIESBURG**™ evolved and expanded in 2010 to include oversight of all marketing activities for the facilities managed by the Hattiesburg Convention Commission. These facilities include the Lake Terrace Convention Center, Hattiesburg Saenger Theater, African American Military History Museum and the Hattiesburg Zoo.

Industry-wide and across the nation, the makeup and daily activities of a Destination Marketing Organization (DMO) can vary from city to city; however, the primary purpose is generally the same - to serve as an economic development tool that markets and promotes an area's local tourism industry. In Hattiesburg, VISIT**HATTIESBURG**™ has remained true to its core role as a marketer and promoter of the local tourism industry, not a developer of bricks and mortar.

Since its inception, the marketing and promotional activities of VISIT**HATTIESBURG**™ have served as a catalyst for the local tourism industry and have resulted in the industry's growth into a $233 million dollar economic engine for Hattiesburg (in 2012). Through its mission and goals, VISIT**HATTIESBURG**™ is committed to continuing this economic growth while spreading Hattie's fame far and wide.

Hattiesburg Tourism Commission

CHAIR
Marshall Bell
At-Large

VICE-CHAIR
Dr. Cathie Price
University of Southern Mississippi

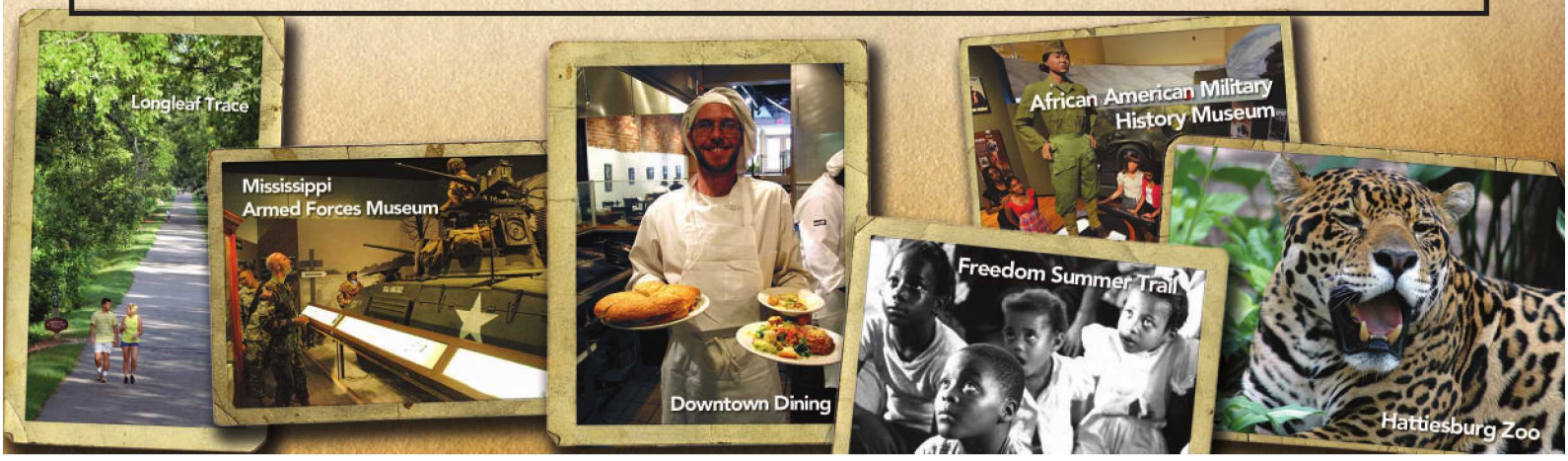
Frank James
Hotel/Motel Industry

Bonnie Warren
At-Large

Sandra Foster
Hotel/Motel Industry

Chris Rowell
Economic Development

SECRETARY/TREASURER
James Ratliff
At-Large



TOURISM
the green economy

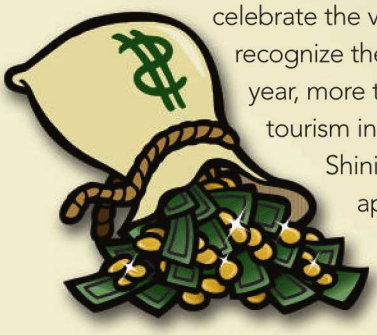


For the eleventh consecutive year, VISIT**HATTIESBURG**™ observed National Tourism Week with meaningful activities for all members of the community. During the week of May 7-11, 2012, Hattiesburg Tourism Industry Partners came together to celebrate tourism's economic value and Hattiesburg's greatest asset – the warmth and hospitality of its people.

This year's week-long celebrations were themed around "Tourism – The Green Economy," and the $233 Million new dollars visitors deposited directly into Hattiesburg's local economy. Kicking off the week, Tourism Ambassadors from VISIT**HATTIESBURG**™ "blitzed" Hattiesburg's Tourism Industry workforce, distributed tokens of appreciation to more than 1,000 business owners, managers, front line employees and service staff thanking them for their role in making tourism an economic engine for Hattiesburg.

"The men and women who make up the tourism workforce in our community are the heartbeat of our industry," said Rick Taylor, Executive Director of the Hattiesburg Tourism Commission. "These are the folks that give Hattiesburg an unrivaled reputation for genuine hospitality among our visitors, and these lasting impressions convert into meaningful dollars for Hattiesburg. Last year, visitors to Mississippi spent $6 Billion and visitors to Hattiesburg spent more than $233 Million in the local economy. These amounts were definitely worth celebrating!"

One of the most important parts of the week's schedule of events included the Tourism Partners Luncheon held on May 8 at the Historic Train Depot in Downtown Hattiesburg. At this luncheon, Industry Leaders and City officials gathered to celebrate the value of tourism and to recognize the industry's Shining Stars. This year, more than 20 individuals from the tourism industry were recognized with the Shining Star award, created to applaud those who excel at providing Hattiesburg's hallmark hospitality to visitors.



On Friday, May 11 from 11am-1pm, the community joined the celebration with a "Picnic with Hattie" at the Hattiesburg Visitors Center. During the Picnic, the first 50 guests to sign the Guest Book at the Hattiesburg Visitors Center received a free "Green Economy" t-shirt.

National Travel and Tourism Week (National Tourism Week) is an initiative of the U.S. Travel Association, established by Congress during the Reagan administration in 1983. Observed annually in the month of May, VISIT**HATTIESBURG**™ has been observing National Tourism Week since 2002, promoting the impact of visitors spending on the local Hattiesburg economy. In September 2012, VISIT**HATTIESBURG**™'s "Tourism: The Green Economy" National Tourism Week Campaign received the Research-In-Action Award at the Mississippi Governor's Conference on Tourism.







Branding Miss Hattie



Ads tout Hattiesburg as an "Affordable family-friendly weekend getaway"

In 2002, VISIT**HATTIESBURG**™ embarked upon what would become an unprecedented marketing project within the Mississippi tourism industry. With professional consultation, VISIT**HATTIESBURG**™ undertook a 16-month research study and branding project specifically designed to develop a BrandPrint™ to be used in the marketing efforts of VISIT**HATTIESBURG**™.



Both quantitative and qualitative research helped identify Hattiesburg's key tourism markets, the consumer behavior habits of those markets and the best message and tactics for appealing to those markets. In October of 2003, the results of this study were unveiled and the current tourism branding campaign, utilizing the persona of Hattie to convey Hattiesburg's warmth and hospitality, was introduced.

Since then, VISIT**HATTIESBURG**™ has been diligently working to implement the "Hattie" BrandPrint™, which includes a logo, tag line and advertising campaign. With implementation of the BrandPrint™, many exciting projects have emerged, and the "look" of tourism has evolved into a recognizable brand with a consistent message that appeals to Hattiesburg's target markets. Promoting Hattiesburg as the ideal affordable, family-friendly, weekend getaway, "Hattie" spreads the hallmark hospitality of her people every day.

The "Hattie" BrandPrint™ has been recognized with six distinguished awards from national, regional and state tourism industry associations since its implementation, and has made Hattiesburg a leader in tourism branding and marketing in the Southeast region of the United States.

Due to VISIT**HATTIESBURG**™'s great success with its "Hattie" brand campaign, the Mississippi Development Authority/Tourism Division followed suit to develop their "True South" brand campaign which was unveiled in January of 2011.

We invite you to join Hattie's Circle of Friends today!



Brandprint™ Timeline 2003-2012 HATTIESBURG

'03 "Hattie" BrandPrint™
New logo and display ads unveiled

'04 Hattie gets a home
Visitors Center opens & Red Carpet Services rolled out
$150m

'05 $160m
Hattie goes live
visithattie.com & Tourism Talk with Hattie
Hospitality Sales & Marketing Association International
Gold, Silver & Bronze Adrian Awards

'06 Hattie's makeover
$171m
New look for ads and promotional items

'07 $211m
New name, same friendly faces
HTC becomes VISITHATTIESBURG™

Southeast Tourism Society
CVB of the Year
Shining Example Award

Mississippi Tourism Association
CVB of the Year

Travel and Tourism Research Association
Research-In-Action Award

Miss Hospitality spreads goodwill through Mississippi and beyond

Ann Claire Reynolds traveled more than 30,000 miles in 2011-2012 to promote state

Southern hospitality at its finest is displayed each year through the Mississippi Miss Hospitality Pageant. A tradition that dates back to 1949, the Pageant highlights Mississippi's best and brightest young ladies while promoting the state's tourism and economic development programs.

In 1949, then-Governor Fielding Wright and the Mississippi Legislature established the program for the purpose of promoting Mississippi's tourism throughout the state and across the country. The Pageant came to Hattiesburg in 1997 after being hosted along the Gulf Coast and in Starkville. A program of VISIT**HATTIESBURG**™, the Pageant is presented in partnership with The University of Southern Mississippi and the City of Hattiesburg, and contributes more than $450,000 to the local economy.

During the summer of 2011, Ann Claire Reynolds was crowned Mississippi's 62nd Miss Hospitality at the Historic Saenger Theater in Downtown Hattiesburg. A native of Petal, MS and a student at The University of Southern Mississippi, Reynolds competed with 27 other contestants from across the state for the Miss Hospitality title and crown.

Throughout her reign, Reynolds traveled more than 30,000 miles promoting tourism and economic development in Mississippi while serving as the state's Goodwill Ambassador.

Through the pageant experience, contestants are provided with opportunities to polish their public speaking and interview sills, as well as their poise and interpersonal relations. Areas of competition include two phases of interviews, presenting a Mississippi Speech and competing on-stage in the Little Black Dress/Commercial competition and the Evening Gown competition.

Mississippi Miss Hospitality represents the state through the Mississippi Development Authority and has made countless appearances at annual events such as the Pilgrimages in Natchez and Vicksburg, the Dixie National Parade, Mississippi State Fair, Mississippi Day in Central Park and other local and regional events.



Mobile Street Blues Trail marker & Midsummer's Day Dream Concert Series

'08 **Hattie Presents**

$227m

Mississippi Tourism Association
Tourism Promotion of the Year

'09

$234m

Hattie starts socializing
Hattie Hardy joins FaceBook, Twitter & introduces weekly blog

Heritage Day, Freedom Summer audio tour, Tradition/Innovation Art Exhibit, & Hi Hat Club Blues Trail marker

'10 **Hattie promotes Heritage**

$241m

'11

$225m

Hattie goes Green
Award-winning National Tourism Week Campaign

'12

$233m

Follow Hattie Hardy on Twitter

Friend Hattie Hardy on FaceBook

::Connect to:: Hattie's Circle of friends

Join Hattie's Circle of Friends and recieve her Weekly Word of Advice

Check out Hattie's Weekly Blog on visit**hattie**.com

Check Hattie's calendar of events 24/7 on visit**hattie**.com

Tune in every Friday to Tourism Talk with Hattie



8,823 visitors experienced hospitality Hattie-style at the Hattiesburg Visitors Center in FY 2011-2012.
Open Monday - Saturday from 9 to 5.



Fridays at **7:45**a.m. on **98.1**fm

Your weekend information station

She never actually speaks and is only seen by her straw hat, yet Hattie's spirit can be heard every Friday morning on 98.1 FM as her guests promote the events that bring so many visitors to Hattiesburg. This year's guests included:

OCTOBER 2011
Sarah Newton :: **Live @ Five**
Chad Daniels :: **MS Armed Forces Museum**
Matt Martin :: **Zoo Boo**
Rosie Ricks :: **Rocky Horror**

NOVEMBER
Betsy Rowell :: **Holiday Shopping**
John Parker:: **HCLO presents The King & I**
Rosie Ricks :: **Pinocchio**

DECEMBER
Michelle Leslie :: **Winter Wonderland**
Andrea Saffle :: **Victorian Candlelit Christmas**
Rosie Ricks :: **Classic Holiday Movies**

JANUARY 2012
Kristie Fairley :: **Coming Up in 2012**
Kristie Fairley :: **One-of-a-kind Finds**
Latoya Norman :: **Black History Month**
Charles J. Brown :: **Black History Month**

FEBRUARY
Krissy Hamilton :: **A Family Affair**
Jennifer Davis :: **Coca-Cola Classic Rodeo**
Adam Evans :: **Click presents Casablanca**
Ellen Ruffin :: **Curious George Day in Downtown**

MARCH
Rosie Ricks :: **Branson on the Road**
Rosie Ricks :: **The Wizard of Oz**
Catherine Lott :: **HUBFEST**
Kristie Fairley :: **Spring Events**
Ellen Ruffin :: **Secret World of Walter Anderson**

APRIL
Sarah Newton :: **Live @ Five**
Betsy Rowell :: **Art Walk**
Anita Wright :: **What's new at the Zoo**
Mike Lopinto :: **HCLO presents The Producers**

MAY
Kristie Fairley :: **National Tourism Week**
Matt Martin :: **ZooBlues**
Ted Tibbett :: **Honoring Korean War Veterans**
Barbara Watts :: **Annual Daylily Show**

JUNE
Obra Quave :: **Carey Dinner Theatre**
Mike Lopinto :: **FestivalSouth**
Rick Taylor :: **Touch Africa Petting Zoo**
Anita Wright :: **Missoula Children's Theatre**

JULY
Chad Daniels :: **MS Armed Forces Museum**
Obra Quave :: **Carey Dinner Theatre**
Betsy Rowell :: **Midsummer's Daydream**
Ann Claire Reynolds :: **2011 Miss Hospitality**

AUGUST
Petch Lucas :: **HCLO's The Marvelous Wonderettes**
Chandler Llana :: **2012 Miss Hospitality**
Kristie Fairley :: **Free Things To Do**
Kristie Fairley :: **Great Southern Stampede**
Anita Wright :: **Corey Smith Concert**

SEPTEMBER
Ronnie McDowell :: **Ronnie McDowell Concert**
Brenda Hesselgrave :: **Oktoberfest**
Martha Ginn :: **Pine Belt Quilter's Quilt Show**
Betsy Rowell :: **All Aboard Art Exhibit**

VISIT**HATTIESBURG**™ rolls out the Red Carpet to groups of all sizes

Specialized services provide hospitality and support to groups visiting Hattiesburg

Red Carpet Services is a program of VISIT**HATTIESBURG**™ which promotes a variety of complimentary services offered to planners considering Hattiesburg for their motorcoach tour, meeting or convention, sporting event or reunion.

A marketing tool to differentiate Hattiesburg, RCS makes it easy for the decision-maker to choose to bring their group's tourism dollars to our area. The complimentary services offered through RCS are based on overnight stays.

For more information, contact a VISIT HATTIESBURG™ Tourism Ambassador at 601.296.7475.

2011 Conference Highlight

Name of Group
Mississippi Civil Defense / Emergency Management Association
Name of Conference
MCDEMA Mid-Winter Conference
Dates of Conference
November 14-16, 2011
Number of Attendees
200
Description of Group
MCDEMA represents members who make up the professional emergency management community of Mississippi. The purpose of the Association is to advance emergency management through education, increased public awareness, and professional development. The group promotes the exchange of programs, ideas and best practices in the profession.

Meetings Profile / Quick Facts

October 2011 – September 2012

Number of groups served: 146
Number of attendees served: More than 17,000
Number of Conventions served: Over 35
Number of welcome bags supplied: 11,743
Number of group sales promotional events: More than 10 including stops in Jackson, Memphis, Chattanooga, Biloxi, Meridian and Tunica
Type of groups targeted: Meetings & Conventions, Government, Educational, Motorcoach, Sports, Military and Reunions
Services included: Housing Bids, Site Inspections, Attendance Building, Name Badges, Welcome Bags, Itinerary Planning, and other customized services

2012 Conference Highlight

Name of Group
Gulf Civic Summit
Name of Conference
Gulf Civic Summit on Service Learning National Conference
Dates of Conference
March 21-24, 2012
Number of Attendees
More than 400
Description of Group
The Gulf Civic Summit promotes the understanding and use of community service in college classes as a means of teaching course content. More than 400 members from over 30 states participate in this national Summit, and membership is comprised of university professors and community leaders from across the United States. The organization focuses on the concept that this type of education not only prepares students for productive careers, but enables them to live lives of dignity and purpose.

out & about

2011

MSAE Joint Conference • Oct 9-12
10th Annual Tourism Summit • Oct 26
Delta Region Welcome Center Blitz • Nov 2-4
Meridian Sales Calls • Nov 10
MSAE Lunch & Learn • Nov 16
Lauderdale Co. Welcome Center Blitz • Dec 12
Visitors Center Christmas Open House • Dec 14
Tourism Partners Roundtable • Dec 20

2012

MSAE Lunch & Learn • Jan 18
BankTravel Conference • Feb 7-9
Tourism Partners Roundtable • Feb 16
MSAE Lunch & Learn • Mar 21
River Region Welcome Center Blitz • Mar 26-27
MSAE Meeting • Apr 19
Tourism Partners Roundtable • Apr 21
MSAE Mid-Year Conference • Apr 29 - May 1
Media FAM Tour • May 5
National Tourism Week • May 7-11
Tourism Partners Luncheon • May 8
Community Day at the Visitors Center • May 11
MSAE Lunch & Learn • May 16
Reunion Friendly Network Conference • May 21-22
MS Picnic • June 9
FestivalSouth • June 9-23
Hotel Sales Calls • July 2
Midsummer's Daydream Concerts • July 11-Aug 24
MSAE Lunch & Learn • July 18
Mississippi Miss Hospitality Pageant • July 27-28
Coastal Welcome Center Blitz • Aug 17
Tourism Partners Roundtable • Aug 23
ESTO Conference • Aug 26-28
Jackson Sales Blitz • Sep 11-12
Governor's Conference on Tourism • Sep 24

Evolution of Hattiesburg's Tourism Industry

1990 • State legislature creates HCVB

1991 • Timberton Golf Club opens

1994 • Golf Package Marketing begins

1995 • Tatum Park softball/soccer complex opens

1996 • International Olympic Teams train in Hattiesburg

Hattiesburg Library opens

Hattiesburg Zoo begins five-year development plan

1997 • HTC recruits the Mississippi Miss Hospitality Pageant

1998 • Lake Terrace Convention Center opens

Canebrake Golf Course opens

Timberton Golf Club opens nine new holes

2000 • Longleaf Trace recreational trail opens

HHDA receives revitalization plan

Historic Saenger Theater re-opens

2001 • Shadow Ridge Golf Club opens

Armed Forces Museum opens

HHDA hosts Art Walk

2002 • Hattiesburg's First National Tourism Week Campaign

Inaugural Tourism Summit

Walnut Street Development in Historic Downtown begins

2003 • City of Hattiesburg purchases trolleys for tourism

Tatum Park sports complex expansion begins

Freedom Summer Trail unveiled

HTC unveils new Hattiesburg BrandPrint™

2004 • Hattiesburg Visitors Center opens

Mississippi Tourism Association honors HTC with Excellence in Tourism Award / Outstanding CVB

Travel & Tourism Research Association honors HTC with Research-In-Action Award

Southeast Tourism Society honors HTC with Shining Example Award / CVB of the Year

Visitors to Hattiesburg spend $150 million

2005 • Hospitality Sales and Marketing Association International honors HTC with three awards for "Hattie" BrandPrint™

HTC joins Hattiesburg Hotel and Lodging Association in raising $25,000 in Tourism Hurricane Recovery Funds

Hattiesburg Historic Downtown Association honors HTC with 2005 Philanthropy Award for Hurricane Assistance

Visitors to Hattiesburg spend $160 million

2006 • Mississippi Tourism Hall of Fame inducts HCVB Director, Rick Taylor

Inaugural Mobile Street Renaissance Festival

Visitors to Hattiesburg spend $171 million

2007 • HTC awarded $2 million HUD advertising grant

Hattiesburg's Historic Train Depot re-opens

Thad Cochran Center at Southern Miss opens

HTC changes operating name to VISIT**HATTIESBURG**™

Hotel inventory grows to more than 2,500 rooms

Visitors to Hattiesburg spend $211 million

2008 • Blues Trail Marker unveiled on Historic Mobile Street

Downtown hosts the first "Live @ Five" Concert Series

Visitors to Hattiesburg spend $227 million

2009 • VH hosts Governor's Conference on Tourism

City of Hattiesburg hosts 125th Celebration

Visitors Center celebrates 5th year

Miss Hospitality celebrates 60 years

African-American Military History Museum opens

The Bakery @ Buschman development opens

Saenger Theater celebrates 80 years

Downtown completes phase one of street light project

Visitors to Hattiesburg spend $234 million

2010 • Blues Trail Marker unveiled at Hi-Hat Club location

Freedom Summer Trail Audio Tour unveiled

VH hosts Heritage Day

Inaugural Festival South

Tourism & Convention Commissions partner to manage Hattiesburg Zoo

VH hosts Tradition/Innovation art exhibit

Visitors to Hattiesburg spend $241 million

2011 • USO museum hosts Jessie Brown Exhibit

Hattiesburg Flag Plaza opens

VH and HHDA partner to host New Harmonies art exhibit

Visitors to Hattiesburg spend $225 million

2012 • Hattie mural unveiled at the Visitors Center

NTW campaign receives Research-In-Action Award

Visitors to Hattiesburg spend $233 million

Stay with friends

Five Convention Center Plaza • Hattiesburg, Mississippi 39401 • 866.4**HATTIE**

HATTIESBURG TOURISM COMMISSION

FINANCIAL STATEMENTS

YEARS ENDED SEPTEMBER 30, 2012 and 2011

HATTIESBURG TOURISM COMMISSION
FINANCIAL STATEMENTS
YEARS ENDED SEPTEMBER 30, 2012 and 2011

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Certified Public Accountants

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INDEPENDENT AUDITOR'S REPORT

January 22, 2013

To the Board of Directors
Hattiesburg Tourism Commission

We have audited the accompanying financial statements of the governmental activities and each major fund of the Hattiesburg Tourism Commission as of and for the years ended September 30, 2012 and 2011, which collectively comprise the Commission's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the Hattiesburg Tourism Commission's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Hattiesburg Tourism Commission, as of September 30, 2012 and 2011, and the respective changes in financial position thereof for the years then ended in conformity with accounting principles generally accepted in the United States of America and the standards applicable for financial audits contained in *Government Auditing Standards*.

In accordance with *Government Auditing Standards*, we have also issued our report dated January 22, 2013, on our consideration of the Hattiesburg Tourism Commission's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts grants, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be read in conjunction with this report in considering the results of our audit.

The Hattiesburg Tourism Commission has not presented Management's Discussion and Analysis that governmental accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Commission's financial statements as a whole. The accompanying financial information listed as supplemental information in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.



KING CPA, PLLC
Petal, Mississippi

HATTIESBURG TOURISM COMMISSION

FINANCIAL STATEMENTS

EXHIBIT A

HATTIESBURG TOURISM COMMISSION
STATEMENTS OF NET ASSETS
SEPTEMBER 30, 2012 AND 2011

	Governmental Activities	
	2012	**2011**
ASSETS:		
Cash and cash equivalents	$ 115,209	$ 135,313
Investments	411,954	411,308
Accounts receivable	-	2,055
Due from other governments	79,674	53,248
Inventory	7,700	9,341
Fixed assets, net	1,676	2,808
TOTAL ASSETS	$ 616,213	$ 614,074
LIABILITIES & NET ASSETS:		
Liabilities:		
Accounts payable	$ 16,425	$ 34,690
Accrued payroll	7,185	6,020
Accrued Compensated Absenses	30,420	14,583
Total liabilities	54,030	55,292
Net Assets:		
Invested in capital assets (net of related debt)	1,676	2,808
Restricted for:		
Expendable:		
Unemployment	1,037	1,035
Unrestricted	559,470	554,939
TOTAL NET ASSETS	$ 562,183	$ 558,782

The accompanying notes are an integral part of the financial statements.

EXHIBIT B

HATTIESBURG TOURISM COMMISSION
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED SEPTEMBER 30, 2012 AND 2011

	Governmental Activities	
	2012	**2011**
FUNCTION/PROGRAM EXPENSES:		
Tourism Promotion		
Payroll expense	$ 413,751	$ 421,287
Advertising and promotion	200,737	194,816
Operational costs	63,876	65,692
Depreciation and related asset charges	1,132	10,785
Event Sponsorship		
MS Miss Hospitality	68,866	59,156
Entity Management		
Hattiesburg Zoo	338,059	454,362
LTCC	34,724	18,766
Total Function/Program Expenses	1,121,145	1,224,863
PROGRAM REVENUES:		
Charges for Services		
Gift Shop sales	8,968	12,027
MS Miss Hospitality	86,294	71,382
Other receipts	846	5,332
Operating Grants and Contributions		
Mississippi Development Authority	5,000	5,000
LTCC Contribution	194,586	183,835
Hattiesburg Zoo Contribution	338,059	452,728
Total Program Revenue	633,754	730,304
NET PROGRAM EXPENSE	(487,391)	(494,560)
GENERAL REVENUES:		
Special sales tax	483,257	429,190
Interest income	1,973	4,799
Total General Revenues	485,230	433,989
Increase(Decrease) in net assets	(2,160)	(60,570)
NET ASSETS - Beginning of Year	558,782	619,351
Prior Period Adjustment	5,562	-
NET ASSETS - End of Year	$ 562,183	$ 558,782

The accompanying notes are an integral part of the financial statements.

EXHIBIT C

HATTIESBURG TOURISM COMMISSION
BALANCE SHEETS – GOVERNMENTAL FUNDS
SEPTEMBER 30, 2012 AND 2011

	General Fund	
	2012	**2011**
ASSETS:		
Cash and cash equivalents	$ 115,209	$ 135,313
Investments	411,954	411,308
Accounts receivable	-	2,055
Due from other governments	79,674	53,248
Inventory	7,700	9,341
Total Assets	$ 614,537	$ 611,266
LIABILITIES		
Liabilities:		
Accounts payable	$ 16,425	$ 34,690
Accrued payroll	7,185	6,020
Accrued Compensated Absenses	30,420	14,583
Total Liabilities	54,030	55,292
Fund Balances:		
Non-Spendable:		
Inventory	7,700	9,341
Restricted:		
Unemployment	1,037	1,035
Assigned:		
Arts coalition	50,000	50,000
Zoo special project	70,000	70,000
Unassigned:		
General Fund	431,770	425,597
Total Fund Balance	560,506	555,974
Total Liabilities and Fund Balance	$ 614,537	$ 611,266

The accompanying notes are an integral part of the financial statements.

EXHIBIT C-1

HATTIESBURG TOURISM COMMISSION
RECONCILATIONS OF THE GOVERNMENTAL FUNDS BALANCE SHEETS
TO THE STATEMENTS OF NET ASSETS
SEPTEMBER 30, 2012 AND 2011

	2012	2011
Total Fund Balance-Governmental Funds (Exhibit C)	$ 560,506	$ 555,974
Amounts reported for net assets in the statement of net assets are different because:		
Capital Assets used in governmental activities are not financial resources and , therefore, are not reported in the funds		
Capital Assets	99,979	99,979
Less Accumulated Depreciation	(98,303)	(97,171)
Total Net Assets-Governmental Activities (Exhibit A)	$ 562,183	$ 558,782

The accompanying notes are an integral part of the financial statements.

EXHIBIT D

HATTIESBURG TOURISM COMMISSION
STATEMENTS OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
FOR THE YEARS ENDED SEPTEMBER 30, 2012 AND 2011

	General Fund	
	2012	**2011**
REVENUES		
Special sales tax	$ 483,257	$ 429,190
Interest income	1,973	4,799
Charges for services	96,109	88,741
Operating grants and contributions	537,645	641,563
Total Revenues	1,118,984	1,164,293
EXPENDITURES		
Tourism Promotion		
Payroll expense	413,751	421,287
Advertising and promotion	200,737	194,816
Operational costs	63,876	65,692
Event Sponsorship		
MS Miss Hospitality pageant	68,866	59,156
Entity Management		
Hattiesburg Zoo	338,059	454,362
LTCC	34,724	18,766
Total Expenditures	1,120,013	1,214,079
Net Change in Fund Balance	(1,028)	(49,785)
FUND BALANCE, BEGINNING	555,974	605,758
PRIOR PERIOD ADJUSTMENT	5,562	-
FUND BALANCE, ENDING	$ 560,506	$ 555,974

The accompanying notes are an integral part of the financial statements.

EXHIBIT D-1

HATTIESBURG TOURISM COMMISSION
RECONCILIATIONS OF THE STATEMENTS OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED SEPTEMBER 30, 2012 AND 2011

	2012	2011
Net Change in fund balances-governmental funds (Exhibit D)	$ (1,028)	$ (49,785)
Amounts reported for governmental activities in the statement of activities are different because:		
Depreciation is not an expenditure in governmental funds but is an expense of allocating the cost of capital assets over their estimated useful lives in the statement of activities.	(1,132)	(10,785)
Change in net assets of governmental activities (Exhibit B)	$ (2,160)	$ (60,570)

The accompanying notes are an integral part of the financial statements.

HATTIESBURG TOURISM COMMISSION

NOTES TO FINANCIAL STATEMENTS

HATTIESBURG TOURISM COMMISSION
NOTES TO FINANCIAL STATEMENTS

NOTE 1- SUMMARY OF SINGIFICANT ACCOUNTING POLICIES

A. REPORTING ENTITY

The Hattiesburg Tourism Commission was established under the provision of House Bill 1717 adopted by the Mississippi Legislature in the 1990 regular session. House Bill 1717 authorizes the mayor and city council of Hattiesburg, Mississippi, to create and establish the Hattiesburg Tourism Commission. The City of Hattiesburg considers the Commission a related organization. The Commission began operations November 1, 1990. Senate Bill No. 3124 later amended Chapter 878, local and private laws of 1990, to eliminate the repealer imposed on the Hattiesburg Tourism Commission.

The Hattiesburg Tourism Commission has been granted tax-exempt status under Internal Revenue Code Section 501 (c) (3).

For financial reporting purposes, the reporting entity includes all funds that are covered by the oversight responsibility of the Commission's governing board. As defined by generally accepted accounting principles, the Commission is considered an "other standalone government." The Commission is a related organization of, but not a component unit of, the City of Hattiesburg since the governing authorities of the municipality select the Commission's board but do not have financial accountability for the Commission.

Under the provisions of Senate Bill No. 3124, the Hattiesburg Tourism Commission shall consist of seven members appointed by the mayor and ratified by the city council. A special 2% sales tax shall be levied upon the gross proceeds from hotel and motel overnight room rental, exclusive of charges for food, telephone, laundry, beverages and similar changes; and provide that such tax be paid to the state tax commission.

B. BASIS OF PRESENTATION

The Commission's basic financial statements consist of government-wide statements, including a statement of net assets and a statement of activities, and fund financial statements, which provide a more detailed level of financial information.

Government–wide financial statements:
The government-wide financial statements report on all of the non-fiduciary activities of the primary government and its component units. The statement of net assets and the statement of activities display information about the Commission as a whole. Government wide accounting is designed to provide a more comprehensive view of the government's operations and financial position as a single economic entity. The statement of activities presents a comparison between direct expenses and program revenues for the Commission's governmental activities. Direct expenses are those that are specifically associated with a program or function. Program revenues include primarily fees and charges paid by the recipients of goods and services offered by the programs. Revenues that are not classified as program revenues are presented as general revenues.

NOTE 1- SUMMARY OF SINGIFICANT ACCOUNTING POLICIES (continued)

B. BASIS OF PRESENTATION (continued):

Fund financial statements:
The accounts of the Commission are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenue and expenditures, as appropriate. Government resources are allocated to and accounted for in individual funds based on the purpose for which they are to be spent and the means by which spending activities are controlled. The various funds are grouped in the financial statements in this report as follows:

The Commission reports the following major governmental funds:

GENERAL FUND – The General Fund is the sole operating fund of the Commission. It is used to account for all financial resources, except those required to be accounted for in another fund.

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING

Government-wide Financial Statements
The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

Governmental Fund Financial Statements
Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The Commission considers all revenues reported in governmental funds to be available if the revenues are collected within thirty (30) days of the end of the fiscal period. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt and claims and judgments which are recognized as expenditures when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

NOTE 1- SUMMARY OF SINGIFICANT ACCOUNTING POLICIES (continued)

D. BUDGETS AND BUDGETARY ACCOUNTING

Hattiesburg Tourism Commission has no legal budget requirements. The Commission provides budgetary data for management and reporting purposes using the following procedures:

1. The executive director of Hattiesburg Tourism Commission submits a proposed budget to the Board of Directors.
2. The board reviews the proposed budget, makes changes and approves.
3. Budgets for the Governmental Funds are not adopted on a basis consistent with generally accepted accounting principles (GAAP). Budgeted amounts are as originally adopted, or as amended by the Board of Directors.
4. Budget amendments are approved by board before year end.
5. The budget appropriations lapse at the end of the fiscal year.

E. COMPENSATED ABSENCES

Commission employees are entitled to certain compensated absences based upon their length of employment. Vacation leave is accrued on a monthly basis. A waiting period of six months must be completed before vacation time can be used. After that, employees can request use of earned vacation time including that accrued during the waiting period. Unused vacation time can be accumulated and rolled over into the new year. Upon resignation or termination of employment, each employee shall be paid for unused vacation time that has been accrued through the last day of work up to 30 days. All unused vacation time remaining above 30 days will be certified to PERS. There is no limit to accumulation of sick leave days. However, unused sick leave days will not be paid to employees while they are employed or upon termination of employment but may be credited toward retirement service.

F. USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

G. FUND EQUITY

Fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Governmental fund balance is classified as nonspendable, restricted, committed, assigned or unassigned. Following are descriptions of fund classifications used by the commission:

Nonspendable fund balance includes items that cannot be spent. This includes activity that is not in a spendable form (a) inventories or prepaids; or (b) legally required to be maintained intact.

Restricted fund balance includes amounts that have constraints placed upon the use of the resources either by an external party or imposed by law through a constitutional provision or enabling legislation.

Assigned fund balance includes amounts intended to be used by the Commission for specific purposes, subject to change, as established either directly by the Board of Directors or by management officials to whom assignment authority has been delegated by the Board of Directors.

Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund.

NOTE 2 – DEPOSITS AND INVESTMENTS

The Commission deposits excess funds in financial institutions selected in accordance with state statues.

Cash consists of amounts on deposit with financial institutions in non-interest-bearing accounts, interest-bearing demand accounts, savings accounts and certificates of deposit with an original maturity of 90-days or less. Cash is valued at cost. The carrying amount approximates fair value because of the short maturities of these instruments.

Investments consist of certificates of deposit with an original maturity date greater than 90 days. Investments are valued at cost.

As of September 30, 2012, the carrying amount of Hattiesburg Tourism Commission's deposits with financial institutions was $526,763 (which includes investments in the amount of $411,953.70) and the bank balance was $551,598. As of September 30, 2011, the carrying amount of Hattiesburg Tourism Commission's deposits with financial institutions was $546,221 (which includes investments in the amount of $411,308.12) and the bank balance was $560,133.

The collateral for public entities' deposits in financial institutions are held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depository Insurance Corporation.

Custodial Credit Risk – Deposits. Custodial credit risk is defined as the risk that, in the event of the failure of a financial institution, the Commission will not be able to recover deposits or collateral securities that are in the possession of an outside party. The Commission does not have a deposit policy for custodial credit risk. However, the Mississippi State Treasurer manages that risk on behalf of the Commission. Deposits above the FDIC coverage are collateralized by the pledging financial institution trust department or agent in the name of the Mississippi State Treasurer on behalf of the Commission. As of September 30, 2012, none of the Commission's bank balance was exposed to custodial credit risk.

NOTE 3 – INVENTORY

Inventory consists of logo-related items, snacks, and gifts held for resale in the gift shops located at the Visitor's Center and the Zoo. Inventory is valued using the cost method.

NOTE 4 – CAPITAL ASSETS

Capital acquisition and construction are reflected as expenditures in the Governmental Fund statements and the related assets are reported as capital assets in the governmental activities column in the government-wide financial statements.

Capital assets are reported at actual or estimated historical cost based on appraisals or deflated current replacement cost. Contributed assets are reported at estimated fair value at the time received.

Capitalized thresholds (dollar value above which asset acquisitions are added to the capital asset accounts) and estimated useful lives of capital assets are reported in the government-wide statements.

Depreciation is calculated on the straight-line basis for all assets, except land. The following schedule details those thresholds.

	Capitalization Policy	Estimated Useful Life
Land	$ -	0
Buildings	50,000	40 years
Building improvements	25,000	20 years
Improvements other than buildings	25,000	20 years
Mobile equipment	5,000	5-10 years
Furniture and equipment	5,000	3-7 years

Capital Assets consist of the following:

	9/30/2011	Additions	Disposals	9/30/2012
Equipment	$ 24,797	$ -	$ -	$ 24,797
Furniture	75,182	-	-	75,182
	99,979	-	-	99,979
Accumulated Depreciation	97,171	1,132	-	98,303
Net Fixed Assets	$ 2,808			$ 1,676

NOTE 5 – DEFINED BENEFIT PENSION PLAN

Plan Description:

The Hattiesburg Tourism Commission contributes to the Public Employee's Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustment, and death benefits to plan members and beneficiaries. Benefit provisions are established by state law and may be amended only by the State of Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to Public Employee Retirement System, PERS Building, 429 Mississippi Street, Jackson, MS 39201-1005 or by calling (601) 359-3589 or 1-800-444-PERS.

Funding Policy:

PERS members are required to contribute 9.00% of their annual covered salary and Hattiesburg Tourism Commission is required to contribute at an actuarially determined rate. The current rate is 14.26% of annual covered payroll. The contribution requirements of PERS members and employers are established and may be amended only by the State of Mississippi Legislature. The Commission's contributions to PERS for the fiscal years ending September 30, 2012 and 2011 were $72,354 and $77,092, respectively, which equaled the required contributions for each year.

NOTE 6 –RELATED ORGANIZATIONS UNDER COMMON CONTROL

A. The Commission has a contract with the Hattiesburg Convention Commission to provide management services and advertising and promotion for the Lake Terrace Convention Center (LTCC). The Commission's director, Richard Taylor, is also the director of the LTCC. The Commission was fiscal agent for a joint Mississippi Development Authority contract between itself and the LTCC. The Commission also reimburses the LTCC for administrative services such as accounting, maintenance, and utilities. The LTCC provides services to the Commission for various events. Revenues from / expenditures to the Hattiesburg Convention Commission are outlined below:

LTCC:

Revenues from:	Description	Amount
	Management contract	$ 180,000
	Reimbursements for HCC activities	$ 14,586
Expenditures to:		
	Administrative services	$ 10,436
	Marketing	$ 9,703
	HCC activities	$ 14,586

B. The Hattiesburg Tourism Commission entered into a 10-year lease on October 1, 2004 with the Hattiesburg Convention Commission to move its operation to the second floor of the Visitors Center. As part of the agreement, the Hattiesburg Tourism Commission agreed to furnish and equip the second floor office and provide operational management in addition to its financial contribution to the project in exchange for relocation of Tourism offices to the building.

C. The Commission has a contract with the City of Hattiesburg to provide management services for the Hattiesburg Zoo. The Zoo reimburses the Commission for 100% of its payroll costs. Revenues from/expenditures to the Zoo are outlined below:

Zoo:

Revenues from:	Description	Amount
	Personnel reimbursement	$ 322,060
	Other Receivable - Zoo	$ 15,999
		$ 338,059
Expenditures to:		
	Personnel costs	$ 338,059
	Difference	$ (0)

NOTE 7 –PRIOR PERIOD ADJUSTMENT

The prior period adjustment is a result of payroll expenses being overstated at October 1, 2010, and understated (in relation to accrued compensated absences) at September 30, 2011, with a net effect of $5,562.

NOTE 8 –SUBSEQUENT EVENTS

Management of the Commission has evaluated subsequent events as of January 22, 2013, which is the date the financial statements were available to be used. There are no significant subsequent events to report as of this date.

HATTIESBURG TOURISM COMMISSION

SUPPLEMENTAL INFORMATION

SCHEDULE-1

HATTIESBURG TOURISM COMMISSION
BUDGETARY COMPARISON
FOR THE YEAR ENDED SEPTEMBER 30, 2012

SCHEDULE 1A

	Final Budget	Actual (non-GAAP Basis)	Variances Positive (Negative)
REVENUES			
2% Bed Tax	$ 450,000	$ 472,831	$ 22,831
Zoo Personnel Reimbursement	398,886	322,060	$ (76,826)
CC Contract	180,000	180,000	
Program Revenue	65,000	92,080	27,080
Interest, Refunds, Misc	4,200	2,031	(2,169)
Logo Shop Sales	12,000	8,968	(3,032)
TOTAL REVENUES	$ 1,110,086	$ 1,077,971	$ (32,115)
EXPENDITURES			
Capital Expenditures	$ 3,000	$ -	$ 3,000
Gift Shop Resale Items	12,000	3,309	8,691
Marketing	256,524	280,491	(23,967)
Office Operations	66,860	63,612	3,248
Payroll-including Zoo	803,647	749,704	53,943
TOTAL EXPENDITURES	1,142,031	1,097,115	44,916
NET EXCESS (DEFICIT)	$ (31,945)	$ (19,143)	$ 12,801

Basis of Presentation

The Budgetary Comparison Schedule above presents the final budget, the actual data on the non-GAAP basis, and the variances between the final budget and the actual data. The budget is adopted for management use only and is not legally required.

American Institute of
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Mississippi Society of Certified
Public Accountants

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

January 22, 2013

To the Board of Directors
Hattiesburg Tourism Commission

We have audited the accompanying financial statements of the governmental activities and each major fund of the Hattiesburg Tourism Commission, as of and for the years ended September 30, 2012 and 2011, which collectively comprise the Commission's basic financial statements and have issued our report thereon dated January 22, 2013. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing* Standards, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

Management of the Hattiesburg Tourism Commission is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the Commission's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Hattiesburg Tourism Commission's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

This report is intended solely for the information and use of management, board of directors, others within the entity, and federal awarding agencies and pass-through entities, and is not intended to be and should not be used by anyone other than these specified parties.



KING CPA, PLLC
Petal, Mississippi

City of Hattiesburg, MS

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

Master

File Number: 2013-37

File ID:	2013-37	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/24/2013
Brief Title:	Adopt final order for ad valorem tax exemption to Kohler Company			**Final Action:**	
				Minute Book Number:	MB2013-138

Title:

Acknowledge receipt of letter from the Mississippi State Tax Commission granting the requested ad valorem tax exemption to Kohler Company for a period not exceed ten (10) years, commencing on January 1, 2012 and ending on December 31, 2021 with a true value of $2,725,520; and adopt a final order granting and allowing same..

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	resolution kohler may 7, executed resolution kohler may 7 RES2013-39	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-37

Title

Acknowledge receipt of letter from the Mississippi State Tax Commission granting the requested ad valorem tax exemption to Kohler Company for a period not exceed ten (10) years, commencing on January 1, 2012 and ending on December 31, 2021 with a true value of $2,725,520; and adopt a final order granting and allowing same..

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

IN THE MATTER OF THE APPLICATION OF

KOHLER COMPANY FOR EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Kohler Company for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of ten (10) years from and after January 1, 2012, with a total true value of $2,725,520.00 and that the Council heretofore on the 17th day of July, A.D., 2012, by Resolution appearing in Municipal Minute Book 2012-1 at pages 243, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law.

The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated April 19, 2013, approving the ad valorem tax exemption for the personal property in the amount of $2,725,520.00 as applied for by the said Kohler Company and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Kohler Company for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2012-1 at pages 243, and the same being incorporated herein by specific reference thereto, be and the

same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said Kohler Company be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said application hereinabove referred to, all for a term or period of ten (10) years commencing on January 1, 2012, with a total true value of $2,725,520.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

The above and foregoing Order, after having been first reduced to writing, 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 Order adopted, this the 7th day of May, 2013.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 7th day of May, 2013.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

April 19, 2013

Mr. Eddie Myers, Clerk
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: Ad Valorem Taxation Exemption – Kohler Company

Dear Mr. Myers:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105, the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of ten years, from and after January 1, 2012, with a total true value of $2,725,520.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF:rf

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County
Bradley, Arant, Boult, Cummings, LLP
Attorneys at Law

04-23-13A10:42 RCVD

P. O. Box 1033 Jackson, MS 39215 www.dor.ms.gov Phone: 601.923.7618 FAX: 601.923.7637

APPLICATION OF KOHLER CO. FOR EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD OF TEN YEARS AS AUTHORIZED BY SECTION 27-31-101, et seq., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED

FILED
MAY 16 2012
EDDIE R. MYERS, CITY CLERK
By _____ Deputy Clerk

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI:

1. Kohler Co. ("**Kohler**") files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Council as follows:

2. Applicant, Kohler, is a Wisconsin corporation, domiciled in Kohler, Wisconsin, qualified to do business in Mississippi, with manufacturing operations in the City of Hattiesburg, Forrest County, Mississippi.

3. Kohler is now operating as a small horsepower engine manufacturing industry within the City of Hattiesburg, Forrest County, Mississippi. Applicant is a bona fide manufacturing enterprise of public utility within the meaning of Section 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above-mentioned section by specific enumeration, namely as a manufacturing enterprise which has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise within the meaning of Section 27-31-105 of the Mississippi Code of 1972, as amended.

4. That the additions, expansions and/or replacement of equipment of the enterprise were completed during the calendar year ending December 31, 2011, within the meaning of the applicable statutes of the State of Mississippi, and, therefore, the exemption hereby claimed should commence on December 31, 2011.

5. That said exemption of the property described in "Exhibit A" should be granted for a period of ten (10) years from said date of completion.

6. That the true value of all property to be exempted is $10,470,470.33 as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that this Council enter a finding that Kohler is in fact a manufacturing enterprise of public utility which has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise, and that the additions, expansions and/or replacement of equipment were completed during the calendar year ending December 31, 2011, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except State and School District ad valorem taxation, as provided by law, for a period of ten (10) years beginning on the 31st day of December, 2011, and ending on the 31st day of December, 2021, upon all of the property described in "Exhibit A" attached hereto and made a part hereof, used in, or necessary to the manufacturing operations of Kohler in the City of Hattiesburg, Forrest County, Mississippi; and

That this Council approve this Application by an order or resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except State and School District ad valorem taxation, for a period of ten (10) years and forward the original and three certified copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue, and, upon approval of such Application by the said Mississippi Department of Revenue and certification of its approval, enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 9th day of May, 2012.

KOHLER CO.
Applicant

By: Edward J. Devine
Name: Edward J. Devine
Title: Director of Taxation, Kohler Co.

STATE OF WISCONSIN

COUNTY OF SHEBOYGAN

Personally appeared before me, the undersigned authority, Edward J. Devine, known to me to be the Director of Taxation of Kohler Co., who being first duly sworn upon his oath says the facts stated in the foregoing Application for Exemption from Ad Valorem Taxes are true and correct.

GIVEN under my hand and seal of office, this the 9th day of May, 2012.

Linda L. Zoletel
NOTARY PUBLIC

My Commission Expires:

10/26/2014

Document prepared by:
Stephen M. Wilson
BRADLEY ARANT BOULT CUMMINGS LLP
188 E. Capitol Street, Suite 400
Jackson, MS 39201
MS Bar No. 9058

EXHIBIT A
Itemized List of Property to be Abated

See attached.

EXHIBIT A
ITEMIZED LIST OF PROPERTY TO BE ABATED

DATE ACQUIRED	DESCRIPTION	COST
COMPUTER EQUIPMENT		
2006	19393 LATTITUDE D620 LAPTOP, 3N22NB1	1,207.50
2011	29012-39373 LATITUDE E5410 LAPTOP, 6JRPPP1	777.53
2011	28712-39357 LATITUDE E5410 LAPTOP, DJRPPP1	777.53
2011	28998-39361 BASE WS W/ MONITOR, 5MQ7CP1	632.65
2011	30343-40996 BASE WS W/MONITOR, BZD2FP1	576.30
2011	30435-41130 BASE WS W/ MONITOR, BZCZDP1	576.30
2011	30348-41003 BASE WS W/MONITOR, BZDYDP1	576.30
2011	30349-41004 BASE WS W/MONITOR, BZD1FP1	576.30
2011	30358-41014 BASE WS W/ MONITOR, BZD3FP1	576.30
2011	30434-41129 BASE WS W/ MONITOR, BZF2FP1	576.30
2011	30360-41016 BASE WS W/ MONITOR, BZC4FP1	576.30
2011	30436-41131 BASE WS W/ MONITOR, BZC3FP1	576.30
2011	30427-41120 BASE WS W/ MONITOR, BZC0FP1	576.30
2011	30342-40995 BASE WS W/MONITOR, BZD3FP1	576.30
2011	CISCO 3560 SWITCHES- HATTIESBURG	5,802.33
2011	CISCO 3560 SWITCHES-HATTIESBURG	5,802.33
2011	30421-41104 LATITUDE E5410 LAPTOP, JGRBSP1	777.52
2011	30425-41115 LATITUDE E5410 LAPTOP, HFRBSP1	777.52
2011	30432-41124 LATITUDE E5410 LAPTOP, JDRBSP1	777.52
2011	30418-41095 LATITUDE E5410 LAPTOP, GGRBSP1	777.52
2011	30416-41094 LATITUDE E5410 LAPTOP, DFRBSP1	777.52
2011	30426-41119 LATITUDE E5410 LAPTOP, 3GRBSP1	777.52
2011	30361-41018 LATITUDE E5410 LAPTOP, HHRBSP1	777.52
2011	30433-41128 LATITUDE E5410 LAPTOP, CFRBSP1	777.52
2011	30419-41099 LATITUDE E5410 LAPTOP, FFRBSP1	777.52
2011	30350-41005 BASE WS W/ MONITOR, FT2DFQ1	576.30
2011	30415-41090 LATITUDE E5410 LAPTOP, GHRBSP1	777.52
2011	30420-41103 LATITUDE E5410 LAPTOP, 9GRBSP1	777.52
2011	30437-41132 BASE WS W/ MONITOR, FT1DFQ1	576.30
2011	30352-41007 BASE WS W/ MONITOR, FT18FQ1	576.30
2011	DELL POWEREDGE R710 SERVER- HATTIES	4,682.41
2011	30338-40987 PRECISION M6600 WS, 8T2JLQ1	4,130.19
2011	32382-43676 LATITUDE E5420 LAPTOP, 12WHLQ1	860.99
2011	33804-45326 LATITUDE E5420 LAPTOP, FCVWKQ1	861.00
2011	33804-45327 LATITUDE E5420 LAPTOP, FCVTKQ1	861.00
2011	38370-50944 BASE WS W MONITOR	669.24
TOTAL COMPUTER EQUIPMENT		43,109.32
MACHINERY & EQUIPMENT		
2011	TALYROND 365 MEASUREMENT SYSTEM	970.00
2011	LIFT AND TILT TABLES	4,712.65
2011	LIFT AND TILT TABLES	4,712.64
2011	DMT KEYWAY FLY W MACH ADD	70,001.89
2011	PLANT EH HYGROMETER SYSTEM	4,987.05
2011	LIFT AND TILT TABLE FOR 502811	3,079.91
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	ELECTRONIC CONTROLLED TORQUE TOOL	3,951.27
2011	ENGINE ENDURANCE TEST STAND	17,003.61
2011	ENGINE ENDURANCE TEST STAND	17,003.61
2011	ENGINE ENDURANCE TEST STAND	17,003.61
2011	ENGINE ENDURANCE TEST STAND	17,003.61
2011	ENGINE ENDURANCE TEST STAND	17,003.61
2011	ENGINE ENDURANCE TEST STAND	17,003.68
2011	WATER CONTROL VALVES FOR 6 STANDS	2,550.00
2011	HATTIESBURG WAREHOUSE CEILING FAN	9,081.10

DATE ACQUIRED	DESCRIPTION	COST
2011	HATTIESBURG WAREHOUSE CEILING FAN	9,081.10
2011	HATTIESBURG WAREHOUSE CEILING FAN	9,081.10
2011	HATTIESBURG WAREHOUSE CEILING FAN	9,081.10
2011	HATTIESBURG WAREHOUSE CEILING FAN	9,081.10
2011	(1) PTT-2000 TORQUE ANALYZER	2,274.00
2011	RTSX100 ROTARY TORQUE &ANGLE TRANSD	3,135.00
2011	RTSX100 ROTARY TORQUE & ANGLE TRANSD	3,135.00
2011	2560-GALLON VERTICAL BUFFER STORAGE TANK	9,505.48
2011	MOVE AND PIPE EXISTING STORAGE TANK	5,828.00
2011	REPIPE TOOL NORTH MACHINE	3,528.00
2011	FLYWHEEL BORACH OPERATION	192,050.63
2011	Waste Water Treatment System	183,219.35
2011	(4) 602 491 442 Exact 12 Pistol	6,336.65
2011	(1) 601 491 001 Access Point for BT Syst	5,541.75
2011	PROGRAMMING FOR CAMERA INSPECTION STATION	17,357.16
2011	LeakMaster 600PD Leak Tester-Hattiesburg	14,546.20
2011	LeakMaster 600PD Leak Testers	14,829.69
2011	LeakMaster 600PD Leak Testers	14,829.69
2011	LeakMaster 600PD Leak Testers	14,829.70
2011	Add cameras and test stand to assemb	9,807.36
2011	Add cameras and test stand to assemb	9,807.36
2011	Add cameras and test stand to assemb	9,807.38
2011	Signature analysis pod unit	19,237.40
2011	TORQUE TO TURN MACHINE	78,086.51
2011	Flywheel Automation Equipment	6,000.00
2011	Electrical for Waste Water System	14,573.20
2011	Alvey Conveyor System Equipment	16,747.50
2011	Electrical wiring for assembly line	171,914.60
2011	Mechanical conveyor replacement	689,537.25
2011	RING GEAR INDUCTION HEATING/ASSEMBLY	197,783.23
2011	FLYWHEEL - DRILL MACHINE	176,207.49
2011	INGERSOLL RAND AIR COMPRESSOR	136,689.60
2011	ENG. AND DESIGN OF PLT EH WASTEWATER SYSTEM	38,119.74
TOTAL MACHINERY & EQUIPMENT		2,366,142.56
MACHINE TOOLING		
2011	EX08-2516 EXHAUST VALVE SEAT TOOLING	10,600.00
2011	EX09-32043-0004 GEAR	15,983.33
2011	EX09-32043-0003 GEAR	8,300.00
2011	EX09-32043-0004	2,700.00
2011	EX09-32149-0001	2,700.00
2011	32 560 08 Courage Twin Crankcase Tooling	53,540.70
2011	602 491 651 with straight head and 9	2,625.32
2011	602 491 651 with straight head and 9	2,625.28
2011	DC Assembly Tool for Courage Single Line	21,863.26
TOTAL MACHINE TOOLING		120,937.89
Real Property		
2011	Cantilever Gates, Gate Operators, Card R	12,331.75
2011	Intercom Call Boexs	2,025.94
2011	LIGHT PANELS/CONTROLS W/LABOR	13,613.64
2011	LIGHT PFIXTURES/HANGES/ W/LABOR	167,359.23
TOTAL REAL PROPERTY		195,330.56
INVENTORY		
Raw Materials		4,846,537.00
Work-in-Process		2,898,413.00
TOTAL INVENTORY		7,744,950.00
GRAND TOTAL		10,470,470.33

ADP
CHAMBER OF COMMERCE · ECONOMIC DEVELOPMENT
AREA DEVELOPMENT PARTNERSHIP
GREATER HATTIESBURG, MISSISSIPPI

MEMORANDUM

TO: City Council, City of Hattiesburg

DATE: July 11, 2012

FROM: Chad Newell C.N.

RE: Kohler Company

We greatly appreciate the opportunity to review the ad valorem tax exemption application for Kohler Company, located at 182 Merle Tatum Drive, Hattiesburg, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the council. In today's tough economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

Kohler has applied for a 10 year ad valorem tax exemption for raw materials and work in process, and equipment additions of machinery and equipment completed during 2011. The equipment and machinery has a total value of $10,470,470.33. They currently employ over 300 full time employees. Again, we are in favor of this exemption and certainly appreciate your consideration.

IN THE MATTER OF THE APPLICATION OF

KOHLER COMPANY FOR EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Kohler Company for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of ten (10) years from and after January 1, 2012, with a total true value of $2,725,520.00 and that the Council heretofore on the 17th day of July, A.D., 2012, by Resolution appearing in Municipal Minute Book 2012-1 at pages 243, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi State Tax Commission as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi State Tax Commission for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law.

The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi State Tax Commission dated April 19, 2013, approving the ad valorem tax exemption for the personal property in the amount of $2,725,520.00 as applied for by the said Kohler Company and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Kohler Company for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2012-1 at pages 243, and the same being incorporated herein by specific reference thereto, be and the

same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi State Tax Commission; and further, that the said Kohler Company be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said application hereinabove referred to, all for a term or period of ten (10) years commencing on January 1, 2012, with a total true value of $2,725,520.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

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

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

The President thereby declared the motion carried and the Order adopted, this the 7th day of May, 2013.

(SEAL)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 7th day of May, 2013.

ATTEST: APPROVED:

CITY CLERK MAYOR

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

April 19, 2013

Mr. Eddie Myers, Clerk
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: Ad Valorem Taxation Exemption – Kohler Company

Dear Mr. Myers:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105, the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of ten years, from and after January 1, 2012, with a total true value of $2,725,520.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF:rf

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Ms. Mary Ann Palmer, Tax Assessor Forrest County
Bradley, Arant, Boult, Cummings, LLP
Attorneys at Law

04-23-13A10:42 RCVD

P. O. Box 1033 Jackson, MS 39215 www.dor.ms.gov Phone: 601.923.7618 FAX: 601.923.7637

**APPLICATION OF KOHLER CO.
FOR EXEMPTION FROM AD VALOREM TAXES FOR
A PERIOD OF TEN YEARS AS AUTHORIZED
BY SECTION 27-31-101, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED**

FILED
MAY 16 2012
EDDIE R. MYERS, CITY CLERK
By _____
Deputy Clerk

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI:

1. Kohler Co. ("**Kohler**") files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Council as follows:

2. Applicant, Kohler, is a Wisconsin corporation, domiciled in Kohler, Wisconsin, qualified to do business in Mississippi, with manufacturing operations in the City of Hattiesburg, Forrest County, Mississippi.

3. Kohler is now operating as a small horsepower engine manufacturing industry within the City of Hattiesburg, Forrest County, Mississippi. Applicant is a bona fide manufacturing enterprise of public utility within the meaning of Section 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above-mentioned section by specific enumeration, namely as a manufacturing enterprise which has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise within the meaning of Section 27-31-105 of the Mississippi Code of 1972, as amended.

4. That the additions, expansions and/or replacement of equipment of the enterprise were completed during the calendar year ending December 31, 2011, within the meaning of the applicable statutes of the State of Mississippi, and, therefore, the exemption hereby claimed should commence on December 31, 2011.

5. That said exemption of the property described in "Exhibit A" should be granted for a period of ten (10) years from said date of completion.

6. That the true value of all property to be exempted is $10,470,470.33 as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that this Council enter a finding that Kohler is in fact a manufacturing enterprise of public utility which has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise, and that the additions, expansions and/or replacement of equipment were completed during the calendar year ending December 31, 2011, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except State and School District ad valorem taxation, as provided by law, for a period of ten (10) years beginning on the 31st day of December, 2011, and ending on the 31st day of December, 2021, upon all of the property described in "Exhibit A" attached hereto and made a part hereof, used in, or necessary to the manufacturing operations of Kohler in the City of Hattiesburg, Forrest County, Mississippi; and

That this Council approve this Application by an order or resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except State and School District ad valorem taxation, for a period of ten (10) years and forward the original and three certified copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue, and, upon approval of such Application by the said Mississippi Department of Revenue and certification of its approval, enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 9th day of May, 2012.

KOHLER CO.
Applicant

By: Edward J. Devine
Name: Edward J. Devine
Title: Director of Taxation, Kohler Co.

STATE OF WISCONSIN

COUNTY OF SHEBOYGAN

Personally appeared before me, the undersigned authority, Edward J. Devine, known to me to be the Director of Taxation of Kohler Co., who being first duly sworn upon his oath says the facts stated in the foregoing Application for Exemption from Ad Valorem Taxes are true and correct.

GIVEN under my hand and seal of office, this the 9th day of May, 2012.

Linda L. Zoletel
NOTARY PUBLIC

My Commission Expires:

10/26/2014

Document prepared by:
Stephen M. Wilson
BRADLEY ARANT BOULT CUMMINGS LLP
188 E. Capitol Street, Suite 400
Jackson, MS 39201
MS Bar No. 9058

EXHIBIT A
Itemized List of Property to be Abated

See attached.

EXHIBIT A
ITEMIZED LIST OF PROPERTY TO BE ABATED

DATE ACQUIRED	DESCRIPTION	COST
COMPUTER EQUIPMENT		
2006	19393 LATTITUDE D620 LAPTOP, 3N22NB1	1,207.50
2011	29012-39373 LATITUDE E5410 LAPTOP, 6JRPPP1	777.53
2011	28712-39357 LATITUDE E5410 LAPTOP, DJRPPP1	777.53
2011	28998-39361 BASE WS W/ MONITOR, 5MQ7CP1	632.65
2011	30343-40996 BASE WS W/MONITOR, BZD2FP1	576.30
2011	30435-41130 BASE WS W/ MONITOR, BZCZDP1	576.30
2011	30348-41003 BASE WS W/MONITOR, BZDYDP1	576.30
2011	30349-41004 BASE WS W/MONITOR, BZD1FP1	576.30
2011	30358-41014 BASE WS W/ MONITOR, BZD3FP1	576.30
2011	30434-41129 BASE WS W/ MONITOR, BZF2FP1	576.30
2011	30360-41016 BASE WS W/ MONITOR, BZC4FP1	576.30
2011	30436-41131 BASE WS W/ MONITOR, BZC3FP1	576.30
2011	30427-41120 BASE WS W/ MONITOR, BZC0FP1	576.30
2011	30342-40995 BASE WS W/MONITOR, BZD3FP1	576.30
2011	CISCO 3560 SWITCHES- HATTIESBURG	5,802.33
2011	CISCO 3560 SWITCHES-HATTIESBURG	5,802.33
2011	30421-41104 LATITUDE E5410 LAPTOP, JGRBSP1	777.52
2011	30425-41115 LATITUDE E5410 LAPTOP, HFRBSP1	777.52
2011	30432-41124 LATITUDE E5410 LAPTOP, JDRBSP1	777.52
2011	30418-41095 LATITUDE E5410 LAPTOP, GGRBSP1	777.52
2011	30416-41094 LATITUDE E5410 LAPTOP, DFRBSP1	777.52
2011	30426-41119 LATITUDE E5410 LAPTOP, 3GRBSP1	777.52
2011	30361-41018 LATITUDE E5410 LAPTOP, HHRBSP1	777.52
2011	30433-41128 LATITUDE E5410 LAPTOP, CFRBSP1	777.52
2011	30419-41099 LATITUDE E5410 LAPTOP, FFRBSP1	777.52
2011	30350-41005 BASE WS W/ MONITOR, FT2DFQ1	576.30
2011	30415-41090 LATITUDE E5410 LAPTOP, GHRBSP1	777.52
2011	30420-41103 LATITUDE E5410 LAPTOP, 9GRBSP1	777.52
2011	30437-41132 BASE WS W/ MONITOR, FT1DFQ1	576.30
2011	30352-41007 BASE WS W/ MONITOR, FT18FQ1	576.30
2011	DELL POWEREDGE R710 SERVER- HATTIES	4,682.41
2011	30338-40987 PRECISION M6600 WS, 8T2JLQ1	4,130.19
2011	32382-43676 LATITUDE E5420 LAPTOP, 12WHLQ1	860.99
2011	33804-45326 LATITUDE E5420 LAPTOP, FCVWKQ1	861.00
2011	33804-45327 LATITUDE E5420 LAPTOP, FCVTKQ1	861.00
2011	38370-50944 BASE WS W MONITOR	669.24
TOTAL COMPUTER EQUIPMENT		43,109.32
MACHINERY & EQUIPMENT		
2011	TALYROND 365 MEASUREMENT SYSTEM	970.00
2011	LIFT AND TILT TABLES	4,712.65
2011	LIFT AND TILT TABLES	4,712.64
2011	DMT KEYWAY FLY W MACH ADD	70,001.89
2011	PLANT EH HYGROMETER SYSTEM	4,987.05
2011	LIFT AND TILT TABLE FOR 502811	3,079.91
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	ELECTRONIC CONTROLLED TORQUE TOOL	3,951.27
2011	ENGINE ENDURANCE TEST STAND	17,003.61
2011	ENGINE ENDURANCE TEST STAND	17,003.61
2011	ENGINE ENDURANCE TEST STAND	17,003.61
2011	ENGINE ENDURANCE TEST STAND	17,003.61
2011	ENGINE ENDURANCE TEST STAND	17,003.61
2011	ENGINE ENDURANCE TEST STAND	17,003.68
2011	WATER CONTROL VALVES FOR 6 STANDS	2,550.00
2011	HATTIESBURG WAREHOUSE CEILING FAN	9,081.10

DATE ACQUIRED	DESCRIPTION	COST
2011	HATTIESBURG WAREHOUSE CEILING FAN	9,081.10
2011	HATTIESBURG WAREHOUSE CEILING FAN	9,081.10
2011	HATTIESBURG WAREHOUSE CEILING FAN	9,081.10
2011	HATTIESBURG WAREHOUSE CEILING FAN	9,081.10
2011	(1) PTT-2000 TORQUE ANALYZER	2,274.00
2011	RTSX100 ROTARY TORQUE &ANGLE TRANSD	3,135.00
2011	RTSX100 ROTARY TORQUE & ANGLE TRANSD	3,135.00
2011	2560-GALLON VERTICAL BUFFER STORAGE TANK	9,505.48
2011	MOVE AND PIPE EXISTING STORAGE TANK	5,828.00
2011	REPIPE TOOL NORTH MACHINE	3,528.00
2011	FLYWHEEL BORACH OPERATION	192,050.63
2011	Waste Water Treatment System	183,219.35
2011	(4) 602 491 442 Exact 12 Pistol	6,336.65
2011	(1) 601 491 001 Access Point for BT Syst	5,541.75
2011	PROGRAMMING FOR CAMERA INSPECTION STATION	17,357.16
2011	LeakMaster 600PD Leak Tester-Hattiesburg	14,546.20
2011	LeakMaster 600PD Leak Testers	14,829.69
2011	LeakMaster 600PD Leak Testers	14,829.69
2011	LeakMaster 600PD Leak Testers	14,829.70
2011	Add cameras and test stand to assemb	9,807.36
2011	Add cameras and test stand to assemb	9,807.36
2011	Add cameras and test stand to assemb	9,807.38
2011	Signature analysis pod unit	19,237.40
2011	TORQUE TO TURN MACHINE	78,086.51
2011	Flywheel Automation Equipment	6,000.00
2011	Electrical for Waste Water System	14,573.20
2011	Alvey Conveyor System Equipment	16,747.50
2011	Electrical wiring for assembly line	171,914.60
2011	Mechanical conveyor replacement	689,537.25
2011	RING GEAR INDUCTION HEATING/ASSEMBLY	197,783.23
2011	FLYWHEEL - DRILL MACHINE	176,207.49
2011	INGERSOLL RAND AIR COMPRESSOR	136,689.60
2011	ENG. AND DESIGN OF PLT EH WASTEWATER SYSTEM	38,119.74
TOTAL MACHINERY & EQUIPMENT		2,366,142.56
MACHINE TOOLING		
2011	EX08-2516 EXHAUST VALVE SEAT TOOLING	10,600.00
2011	EX09-32043-0004 GEAR	15,983.33
2011	EX09-32043-0003 GEAR	8,300.00
2011	EX09-32043-0004	2,700.00
2011	EX09-32149-0001	2,700.00
2011	32 560 08 Courage Twin Crankcase Tooling	53,540.70
2011	602 491 651 with straight head and 9	2,625.32
2011	602 491 651 with straight head and 9	2,625.28
2011	DC Assembly Tool for Courage Single Line	21,863.26
TOTAL MACHINE TOOLING		120,937.89
Real Property		
2011	Cantilever Gates, Gate Operators, Card R	12,331.75
2011	Intercom Call Boexs	2,025.94
2011	LIGHT PANELS/CONTROLS W/LABOR	13,613.64
2011	LIGHT PFIXTURES/HANGES/ W/LABOR	167,359.23
TOTAL REAL PROPERTY		195,330.56
INVENTORY		
Raw Materials		4,846,537.00
Work-in-Process		2,898,413.00
TOTAL INVENTORY		7,744,950.00
GRAND TOTAL		10,470,470.33

ADP
CHAMBER OF COMMERCE • ECONOMIC DEVELOPMENT
AREA DEVELOPMENT PARTNERSHIP
GREATER HATTIESBURG, MISSISSIPPI

MEMORANDUM

TO: City Council, City of Hattiesburg

DATE: July 11, 2012

FROM: Chad Newell C.N.

RE: Kohler Company

We greatly appreciate the opportunity to review the ad valorem tax exemption application for Kohler Company, located at 182 Merle Tatum Drive, Hattiesburg, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the council. In today's tough economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

Kohler has applied for a 10 year ad valorem tax exemption for raw materials and work in process, and equipment additions of machinery and equipment completed during 2011. The equipment and machinery has a total value of $10,470,470.33. They currently employ over 300 full time employees. Again, we are in favor of this exemption and certainly appreciate your consideration.

City of Hattiesburg, MS

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

Master

File Number: 2013-0262

File ID:	2013-0262	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/01/2013
Brief Title:	Draft of the Architectural Program for the Hattiesburg Safety Complex prepared by Albert & McCleskey Architects			**Final Action:**	
				Minute Book Number:	MB2013-138

Title:

Acknowledge draft of the Architectural Program for the Hattiesburg Safety Complex prepared by Albert & McCleskey Architects

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Hattiesburg Safety Complex - Program Draft 2013-04-30 Final Draft	**Enactment Number:**	
Contact:		**Meeting Date:**	05/07/2013
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0262

Title

Acknowledge draft of the Architectural Program for the Hattiesburg Safety Complex prepared by Albert & McCleskey Architects

Summary

Draft of the Architectural Program for the Hattiesburg Safety Complex prepared by Albert & McCleskey Architects

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg, MS

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

Master

File Number: 2013-0219

File ID: 2013-0219 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 04/09/2013

Brief Title: Acknowledge receipt of court order directing payment to Greg Wheeler for appraisal of property for Civil Action No. C013-0033.

Final Action:

Minute Book Number: MB2013-138

Title:

Acknowledge receipt of order from the Special Court of Eminent Domain directing payment to Greg Wheeler, Appraiser, for appraisal of property for Civil Action No. C013-0033.

Notes:

Sponsors:

Enactment Date:

Attachments: Court Appointed Appraiser - Payment

Enactment Number:

Contact:

Meeting Date: 05/07/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0219

Title

Acknowledge receipt of order from the Special Court of Eminent Domain directing payment to Greg Wheeler, Appraiser, for appraisal of property for Civil Action No. C013-0033.

Summary

Acknowledge receipt of order from the Special Court of Eminent Domain directing payment to Greg Wheeler, Appraiser, for appraisal of property for Civil Action No. C013-0033.

Budget Information

072201.6017

Expenditure Type
Regular Budget Item

Purchasing Item
Regular Purchase

Publication Information

IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI

CITY OF HATTIESBURG, MISSISSIPPI,
A MUNICIPAL CORPORATION — PLAINTIFF

VERSUS — CIVIL ACTION NO. CO13-0033

R. A. HUDSON A/K/A REBECCA ANN
HUDSON, OWNER;
VIKING INVESMENTS, LLC, TAX LIENOR;
COLLEGE INVESTMENT CO., TAX LIENOR;
MONTAGUE, PITTMAN & VARNADO, P.A.,
JUDGMENT LIENOR;
CARRIE NICHOLS, JUDGMENT LIENOR;
WRIGHT NICHOLS, JUDGMENT LIENOR; AND
FORREST COUNTY TAX COLLECTOR — DEFENDANTS

ORDER DIRECTING PAYMENT OF FEE TO COURT-APPOINTED APPRAISER

THIS DAY, this cause came on to be heard upon motion of Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, by and through its Counsel of record, for payment of the fee of the Court Appointed Appraiser, pursuant to Mississippi Code Annotated §11-27-89, as amended. The Court finds that Greg Wheeler was appointed by Order of the Court dated the 11th day of March, 2013 and entered the 14th day of March, 2013; the Court finds that said appraiser has filed with this Court and the Clerk of the Court the requisite number of copies of the appraisal report which has been, or is subject to, the review of the Court. Further the Court finds Greg Wheeler has submitted an invoice, a copy of which is attached hereto, in the amount of $1,000.00 for the services he has rendered herein.

The Court finds, based upon the degree of difficulty and the time required to perform said appraisal, the amount of $1,000.00 should be awarded as compensation for said appraisers services in this matter.

IT IS, THEREFORE, ORDERED AND ADJUDGED that Plaintiff pay unto Greg Wheeler for services as Court Appointed Appraiser, the sum of $1,000.00.

SO ORDERED AND ADJUDGED on this, the 29th day of March, 2013.

HONORABLE MICHAEL H. WARD,
SPECIAL JUDGE

Prepared and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314

INVOICE

FROM:

Greg Wheeler
P.O. Box 15304
Hattiesburg, MS 39404

Telephone Number: 601-583-1006 Fax Number: 601-544-7026

TO:

The Honorable Michael McPhail
Judge, Special Court of Eminent Domain
Forrest County, Hattiesburg, MS 39401

Telephone Number: Fax Number:
Alternate Number: E-Mail:

INVOICE NUMBER	ED-1000 Main St
DATE	March 19, 2013
REFERENCE	
Internal Order #:	ED-1000 Main St
Lender Case #:	
Client File #:	C013-0033
Main File # on form:	ED-1000 Main St
Other File # on form:	
Federal Tax ID:	
Employer ID:	

City of Hattiesburg v.
R A Hudson
Forrest County Special Court of Eminent Domain
Civil Action No. C013-0033

FILED
JUN 20 2012
FORREST COUNTY CIRCUIT CLERK

DESCRIPTION

Lender: Client:
Purchaser/Borrower: R A Hudson
Property Address: 1000 Main Street
City: Hattiesburg
County: Forrest State: MS Zip: 39401
Legal Description: See Attached

FEES	AMOUNT
1000 Main Street - Eminent Domain Civil Action No. C013-0033	1,000.00
SUBTOTAL	1,000.00

PAYMENTS			AMOUNT
Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
		SUBTOTAL	
		TOTAL DUE	$ 1,000.00

City of Hattiesburg, MS

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

Master

File Number: 2013-0241

File ID: 2013-0241 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 04/26/2013

Brief Title: Acknowledge renewal of professional services agreement between the City of Hattiesburg and North Greenville Fitness to provide on site physicals for the Fire Department at a cost of $24,917.00

Final Action:

Minute Book Number: MB2013-138

Title:

Acknowledge renewal of professional services agreement between the City of Hattiesburg and North Greenville Fitness to provide on site physicals for the Fire Department at a cost of $24,917.00.

Notes:

Sponsors:

Enactment Date:

Attachments: North Greenville Fitness and Cardiac Rehabilitation Clinic, Inc.

Enactment Number:

Contact:

Meeting Date: 05/07/2013

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0241

Title

Acknowledge renewal of professional services agreement between the City of Hattiesburg and North Greenville Fitness to provide on site physicals for the Fire Department at a cost of $24,917.00.

Summary

Acknowledge renewal of professional services agreement between the City of Hattiesburg and North Greenville Fitness to provide on site physicals for the Fire Department at a cost of $24,917.00.

North Greenville Fitness and Cardiac Rehabilitation Clinic, Inc.

P.O. Box 606
Travelers Rest, South Carolina 29690-0606

Charles F. Turner, R.N
Director:

Phone: 864-834-9078
Toll Free: 888-348-8911
Fax: 864-834-7891

January 18, 2013

Hattiesburg Fire Department
Chief Pickering
53 Academy Drive
Hattiesburg, MS 39401

North Greenville Fitness is pleased to offer our Basic Services package as requested. This package is outlined in the attachment. These services comply with NFPA 1582 as it applies to OSHA 1910.156 and all of OSHA 1910.120, 1910.134 and 1910.156 pertaining to medical evaluations.

We are pleased to submit a price per person of $230 for our Basic Program. This brings the cost per person to $230. Total price based on 85 participants is $19,550.00. I have included a price list of our extra services on page 2 of the attachment.

Thank you for allowing us the opportunity to offer these services again this year.

We look forward to working to serving you and your firefighters in the near future and beyond.

Respectfully,

Joe Lemons
Sales Director
North Greenville Fitness
P:888-348-8911
C:864-864-8395

North Greenville Fitness and Cardiac Rehabilitation Clinic, Inc.

P.O. Box 606
Travelers Rest, South Carolina 29690-0606

Charles F. Turner, R.N
Director:

Phone: 864-834-9078
Toll Free: 888-348-8911
Fax: 864-834-7891

January 18, 2013

Hattiesburg Fire Department
Chief Pickering
53 Academy Drive
Hattiesburg, MS 39401

North Greenville Fitness is pleased to offer our Basic Services package, HOP (Hands On Physical), PSA (Prostate Specific Antigen screening), Heavy Metals and Cholinesterase as requested. This package is outlined in the attachment. These services comply with NFPA 1582 as it applies to OSHA 1910.156 and all of OSHA 1910.120, 1910.134 and 1910.156 pertaining to medical evaluations.

We are pleased to submit a price per person of $230 for our Basic Program, $53 per person for the HOP screening, $22 per person for the PSA screening, $62 per person for the Heavy Metals and $32 per person for the Cholinesterase. This brings the cost per person to **$399**. Total price based on 40 participants is $15,960.00. I have included a price list of our extra services on page 2 of the attachment.

Thank you for allowing us the opportunity to offer these services again this year.

We look forward to working to serving you and your firefighters in the near future and beyond.

Respectfully,

Joe Lemons
Sales Director
North Greenville Fitness
P:888-348-8911
C:864-864-8395

North Greenville Fitness and Cardiac Rehabilitation Clinic, Inc.

P.O. Box 606
Travelers Rest, South Carolina 29690-0606

Charles F. Turner, R.N
Director:

Phone: 864-834-9078
Toll Free: 888-348-8911
Fax: 864-834-7891

Pricing Information

The North Greenville Fitness Basic Health Enhancement program will be administered at your desired location for **$235.00**. This cost includes ALL of the following documented services on this page and the monitoring physician's charge.

For your review, the health and fitness evaluation includes:

1. BLOOD WORK (comprehensive lipid panel with CBC, SMAC 25)
2. ANTHROPOMETRIC MEASUREMENTS (height, weight, etc.)
3. PULMONARY FUNCTION evaluation
4. BODY COMPOSITION measurements (six site skin fold measurements)
5. RESTING (12- lead) electrocardiogram (E.K.G.)
6. SUBMAXIMAL ergometer (bike) graded exercise STRESS TEST (with 12- lead electrocardiogram and blood pressure monitoring)

   *Monitoring physicians are national board certified and review all testing results with participants upon completion of health and fitness exam.
7. VISION AND HEARING screening
8. CONSULTATIONS: (explain and review results)
   a. Individual participant health screening report with copies and result profiles.
   b. Individual exercise program recommendations are included in report.
9. DEPARTMENT SUMMARY REPORT which includes health related averages, ranges and annual comparison statistics for your file
10. A CLEARANCE FORM is provided for each individual tested
    a. Fire brigade clearance forms for structural fire fighters
    b. Respirator clearance forms for all others who are assigned tasks which require the use of a respirator (i.e. EMS, Water treatment, etc.)
11. PROGRAM MEETS REQUIREMENTS OF:
    a. O.S.H.A. 1910.156
    b. O.S.H.A. 1910.134
    c. O.S.H.A. 1910.120
    d. NFPA 1582 (as refers to OSHA 156)
    e. A.D.A.

North Greenville Fitness and Cardiac Rehabilitation Clinic, Inc.

P.O. Box 606
Travelers Rest, South Carolina 29690-0606

Charles F. Turner, R.N
Director:

Phone: 864-834-9078
Toll Free: 888-348-8911
Fax: 864-834-7891

OPTIONAL SERVICES (only by request)

Optional tests and costs
(These fees are in addition to the "basic program" fee)

a.	Tuberculosis screening (TB or PPD)	- $ 8 per person
b.	Prostate Specific Antigen (PSA)	- $22 per MALE
c.	Ovarian Cancer Screening (CA-125) (blood work results)	- $30 per FEMALE
d.	Hepatitis A or B Antibody Screening (Titer test)	- $27 per person
e.	Hepatitis A or B Injections & Antibody Analysis & administration	- $90 per person
f.	Hepatitis C screening	- $27 per person
g.	Physician's hands on physical 1. Exam of eyes, ears, nose & throat 2. Dermatological check 3. Palpation of the abdominal cavity: liver, spleen, lymph nodes and intestinal tract 4. Testicular & hernia check 5. *Urinalysis (only when required for DOT/CDL licenses)	- $53 per person
h.	Heavy Metals blood test (Haz-Mat teams)	- $62 per person
i.	Cholinesterase, RBC- blood test (Haz-Mat teams)	- $32 per person
j.	Blood typing (ABO grouping & Rho-D)	- $17 per person
k.	HIV - screening	- Per Request
l.	*Influenza vaccination (flu shot) (*must place order by July of current year for next year's vaccine)	- $26 per person
m.	Chest X-ray	- $80 per person
n.	Occult Blood screening (Hemoccult-SENSA)	- $15.00 per person
o.	Audiometric screening (booth hearing screening) (*A more accurate quote will be given once we determine number to be tested)	- $45 per person
p.	CRP (C - Reactive Protein)	- $17 per person

North Greenville Fitness and Cardiac Rehabilitation Clinic, Inc.

P.O. Box 606
Travelers Rest, South Carolina 29690-0606

Charles F. Turner, R.N
Director:

Phone: 864-834-9078
Toll Free: 888-348-8911
Fax: 864-834-7891

q. Hemoglobin A1C - $57 per person

City of Hattiesburg, MS

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

Master

File Number: 2013-0264

File ID:	2013-0264	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	05/01/2013
Brief Title:	Agreement for employee dental and basic life insurance with MetLife			**Final Action:**	
				Minute Book Number:	MB2013-138

Title:

Authorize renewal of agreement with MetLife for employee dental insurance and basic life insurance for a period beginning 10/1/13 and ending 9/30/14.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	MetLife - Hattiesburg Life Dental 2013 renewal letter[1]	**Enactment Number:**	
Contact:		**Meeting Date:**	05/07/2013
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0264

Title

Authorize renewal of agreement with MetLife for employee dental insurance and basic life insurance for a period beginning 10/1/13 and ending 9/30/14.

Summary

Renewal of agreement with MetLife for employee dental insurance and basic life insurance for a period beginning 10/1/13 and ending 9/30/14.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MetLife Group
1200 Abernathy Road, NE, Building 600, Suite 1400, Atlanta, GA 30328
Tel (770) 407-2522 ● Cell (404) 514-6288 ● Fax (404) 262-5781
wbeine@metlife.com

William M. Beine
Sr. Account Executive
Group Benefit Sales
CA Insurance Lic # 0G95853
Registered Representative

May 1, 2013

Ms. Gina Hopkins
City of Hattiesburg
200 Forest Street
Hattiesburg, MS 39401

Re: City of Hattiesburg-#142234
Renewal - October 1, 2013

Dear Gina,

I am pleased to present MetLife's annual renewal package for **City of Hattiesburg**.

The package contains important information about the financial status of the plan. Included is a Technical Overview, containing the renewal rate adjustments, renewal analysis, underwriting assumptions, renewal alternatives and supporting exhibits.

The Life and Dental rates are guaranteed through September 30, 2014 After you have reviewed this information, I would be happy to provide more specifics on any of the material covered in this package.

All of us at MetLife appreciate your business. We have provided Dental to **City of Hattiesburg** for four years, and we place a high value on the mutual success of our relationship.

Thank you for your trust in MetLife. I look forward to working with you in the coming year.

Sincerely,

W. Matt Beine
Senior Account Executive

Metropolitan Life Insurance Company (MLIC), New York, NY 10166.
Securities offered by MetLife Securities, Inc. (MSI) (FINRA/SIPC). MLIC and MSI are MetLife Inc. companies.

INTERMEDIARY AND PRODUCER COMPENSATION NOTICE

MetLife enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products ("Products") with brokers, agents, consultants, third-party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such Products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of Products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your Products and be paid compensation by MetLife.

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The cost of supplemental compensation is not directly charged to the price of our Products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your Products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., consulting or reinsurance arrangements).

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L0611185224 [exp1213] [All States]

October 1, 2013

Renewal Package

for

City of Hattiesburg

provided by

MetLife®

MetLife Representative

W. Matt Beine
Senior Account Executive
1200 Abernathy Road, Bldg 600 , Suite 1400
Atlanta, GA 30328

Phone Number **– 770-407-2522**
Fax Number **– 770-396-6916**

This renewal is for plan year, October 1, 2013 to September 30, 2014.

The information included in this renewal is proprietary to Metropolitan Life Insurance Company. It is intended for use only by City of Hattiesburg and may not be shared with any other party without the written permission of Metropolitan Life Insurance Company.

TECHNICAL OVERVIEW

RENEWAL RATE ADJUSTMENTS

Coverage	Current Rate/Fee	Renewal Rate/Fee	Change in Rate/Fee (+/- %)
Basic Life			
Calculated Rate Action	$0.152	$0.204	**34%**
Revised Rate Action packaged with Dental Increase	$0.152	$0.152	**0%**
Dependent Life			
• 15 TO 19	$0.060	$0.060	**0%**
• 20 TO 24	$0.060	$0.060	**0%**
• 25 TO 29	$0.060	$0.060	**0%**
• 30 TO 34	$0.080	$0.080	**0%**
• 35 TO 39	$0.120	$0.120	**0%**
• 40 TO 44	$0.200	$0.200	**0%**
• 45 TO 49	$0.340	$0.340	**0%**
• 50 TO 54	$0.600	$0.600	**0%**
• 55 TO 59	$0.980	$0.980	**0%**
• 60 TO 64	$1.640	$1.640	**0%**
• 65 TO 69	$2.500	$2.500	**0%**
• 70 TO +	$3.680	$3.680	**0%**
• CHILD	$0.180	$0.180	**0%**
Optional Life			
• 0 TO 24	$0.060	$0.060	**0%**
• 25 TO 29	$0.060	$0.060	**0%**
• 30 TO 34	$0.080	$0.080	**0%**
• 35 TO 39	$0.120	$0.120	**0%**
• 40 TO 44	$0.200	$0.200	**0%**
• 45 TO 49	$0.340	$0.340	**0%**
• 50 TO 54	$0.600	$0.600	**0%**
• 55 TO 59	$0.980	$0.980	**0%**
• 60 TO 64	$1.640	$1.640	**0%**
• 65 TO 69	$2.500	$2.500	**0%**
• 70 TO +	$3.680	$3.680	**0%**
Personal AD&D			
• PADD Plan City	$0.040	$0.040	**0%**
Dental - All EEs			
• Employee only	$23.04/Ee	$23.73/Ee	**3%**
• Employee + One	$48.50/Ee	$49.96/Ee	**3%**
• Employee + Family	$76.28/Ee	$78.57/Ee	**3%**
Annual maximum increased to $5,000			

City of Hattiesburg, MS

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

Master

File Number: 2013-0254

File ID:	2013-0254	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/30/2013
Brief Title:	Verizon Activation of Gobi Chips			**Final Action:**	
				Minute Book Number:	MB2013-138

Title: Authorize the Mayor to execute a service agreement with Verizon Wireless for utilization and activation of Gobi Chips for HPD mobile computers

Notes: 39.99 Per Activation

Sponsors:		**Enactment Date:**	
Attachments:	Verizon.pdf, executed Verizon	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Angie Sanford	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0254

Title

Authorize the Mayor to execute a service agreement with Verizon Wireless for utilization and activation of Gobi Chips for HPD mobile computers

Summary

CSpire doesn't offer the service.

Budget Information

001100.6069

Expenditure Type

Regular Budget Item

verizon wireless

HATTIESBURG POLICE DEPARTMENT

GSA-Federal Supply Schedule Purchase Order

Date:	April 12, 2013
Vendor:	Verizon Wireless
Address:	7600 Montpelier Road Laurel, MD 20723
Email:	VZWFederal.Implementations@VerizonWireless.com
Phone:	1.800.561.6227
FAX:	7132198947
Authorized By:	Signature of Authorized Official: _____ Printed or typed name: _____ Printed or typed title: _____
Contact Information:	Email address: Phone number: FAX number:
Billing Information:	Hattiesburg Police Department _____ _____ _____ _____
Payment Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling 40 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P, Rate Plan(s): various Equipment: various
Term:	Apr 12, 2013 for 12 months through 2014 (month) (day) (#) (year)
Funds Authorized:	Monthly Access Fees for service on 40 Lines (Estimated) $1,599.60 Equipment charge(s) on 40 Lines (Estimates) $0 Total Access and Equipment Fees on 40 lines (Estimate) $19,195.20 Plus applicable fees, taxes and charges
Contract #:	GSA Federal Supply Schedule Contract Number GS-35F-0119P
Equipment (Open Market):	None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P. All devices and or accessories are "Open Market" items.
Miscellaneous:	Specify Phones, Delivery, Etc.:
Customer Acceptance:	Signature: _____ Date: _____

For Verizon Wireless internal use only: Approval: _____ Date: _____

verizonwireless

HATTIESBURG POLICE DEPARTMENT

GSA-Federal Supply Schedule Purchase Order

Date:	April 12, 2013
Vendor:	Verizon Wireless
Address:	7600 Montpelier Road Laurel, MD 20723
Email:	VZWFederal.Implementations@VerizonWireless.com
Phone:	1.800.561.6227
FAX:	7132198947
Authorized By:	Signature of Authorized Official: _____ Printed or typed name: _____ Printed or typed title: _____
Contact Information:	Email address: Phone number: FAX number:
Billing Information:	Hattiesburg Police Department _____ _____ _____ _____
Payment Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling 40 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P, Rate Plan(s): various Equipment: various
Term:	Apr 12, 2013 for 12 months through 2014 (month) (day) (#) (year)
Funds Authorized:	Monthly Access Fees for service on 40 Lines (Estimated) $1,599.60 Equipment charge(s) on 40 Lines (Estimates) $0 Total Access and Equipment Fees on 40 lines (Estimate) $19,195.20 Plus applicable fees, taxes and charges
Contract #:	GSA Federal Supply Schedule Contract Number GS-35F-0119P
Equipment (Open Market):	None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P. All devices and or accessories are "Open Market" items.
Miscellaneous:	Specify Phones, Delivery, Etc.:
Customer Acceptance:	Signature: _____ Date: 5-7-13

For Verizon Wireless internal use only: Approval: _____ Date: _____

City of Hattiesburg, MS

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

Master

File Number: 2013-0232

File ID:	2013-0232	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/19/2013
Brief Title:	Federal Home Loan Bank - Affordable Housing Grant Application			**Final Action:**	
				Minute Book Number:	MB2013-139

Title:

Authorize submittal of a grant application to the Federal Home Loan Bank of Dallas for the 2013 Affordable Housing Grant in the amount of $500,000 (nunc pro tunc).

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Memo - AHP Summary, AHP Grant Summary	**Enactment Number:**	
Contact:		**Meeting Date:**	05/07/2013
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0232

Title

Authorize submittal of a grant application to the Federal Home Loan Bank of Dallas for the 2013 Affordable Housing Grant in the amount of $500,000 (nunc pro tunc).

Summary

Federal Home Loan Bank - Affordable Housing Grant Application

Budget Information

Expenditure Type

Purchasing Item

Publication Information

INTEROFFICE MEMORANDUM

TO: MAYOR; CITY COUNCIL

FROM: ANDREW ELLARD

SUBJECT: FEDERAL HOME LOAN BANK – AHP APPLICATION

DATE: 4/29/2013

On April 8, 2013, the City completed application for the Federal Home Loan Bank of Dallas' (FHLB) 2013 Affordable Housing Program (AHP) grant. In general, the application proposes using AHP funds to supplement and expand the City's existing CDBG and HOME Repair and Rehabilitation Program. In an effort to put forth the best possible application, certain terms and arrangements were included that vary from typical Repair and/or Rehabilitation projects. As such, should the City be granted AHP funding, it may be necessary to establish certain formal agreements and to create temporary policies and procedures supplementary to those that currently exist. A summary of terms and changes that may be deemed necessary include:

Raise per-project limits by $7,000 – the amount of funding proposed per project.
Limit AHP-eligible applicants to elderly (55+ according to FHLB), disabled, and other special needs.
Limit applicants to those within ½ mile of transit stops.
Limit applicants to those with income < 50% of the area median income.
Establish a formal agreement with United Way of Southeast Mississippi to provide an empowerment service – financial literacy education.
Establish or amend subrecipient agreements as may be necessary with housing agencies to assist in the execution of the program.

Though the total number and type of projects completed will depend on the amount of AHP funding granted and the amount of funding received from HUD through the CDBG and HOME Program over the next three (3) years, should the maximum $500,000 be awarded by FHLB, and should HUD funding remain steady, we estimate completing 72 projects. This estimate includes 12 substantial rehabilitations (up to $50,000 in CDBG or HOME funding plus up to $7,000 in AHP), 36 Emergency Repairs or Basic Rehabs (up to $10,000 in CDBG or HOME funding plus up to $7,000 in AHP), and 24 Emergency Repairs (up to $7,000 in AHP funding).

Application ID: 2013A001274

Sponsor Information

Organization Name	City of Hattiesburg		
Address	P.O. Box 1898		
City	Hattiesburg	State	MS
Zip Code	39403-1898		
What is the sponsors organization type?		State or Local Agency	
What is the sponsor's involvement in the project?		Control Over Planning Management of Development Qualifying Borrowers	
Name	Andrew Ellard	Job Title	Governmental Accountant
Phone	601-554-1006	Fax	601-545-4592
Email	aellard@hattiesburgms.com		

Member Information

Organization Name	The First, A Natl Banking Assn		
Name	C. Jerome Brown	Job Title	VP, Dir. of Community Dev
Phone	601-450-9206	Fax	601-450-9220
Email	cjbrown@thefirstbank.com		

Project Location

Physical Address	scattered - City of Hattiesburg,		
City	Hattiesburg	State	MS
Zip Code	39401	County	Forrest County
Census Tract Number	0107.00		
Metropolitan Statistical Area(MSA)		Hattiesburg, MS MSA	
Are any of the units located in rural communities?		No	
Will the project have more than one location?		Yes	
Are any of the units located on tribal land?		No	

Project Information

Specify a Name for your project	Hattiesburg Rehab and Repair
Type of Application	Owner
Median Income Source	HUD
Unit Type	SingleFamily
Is this a lease to purchase project?	No
Is there more than 1 member involved in the project?	No

Please provide a detailed description of your project.

The City of Hattiesburg proposes to utilize AHP funding for Rehabilitation projects - predominately Emergency Repairs for targeted applicants. The City currently operates housing rehabilitation programs through its annual CDBG and HOME funding, but there are consistently more households in need of repair/rehabilitation assistance than the existing funding will allow. The City's primary programs (with CDBG and HOME) are Substantial Rehabilitation (up to $50,000 in rehabilitation assistance) and Emergency Repairs (up to $10,000 in repair assistance).

The Federal Home Loan Bank's AHP Grant would serve to significantly expand the impact for low-income homeowners by leveraging AHP, CDBG, and HOME funding. If approved, there would be three options for funding such projects, and the City proposes using a combination of the three as necessary:
1. Stand alone CDBG or HOME projects: These are project that the City of Hattiesburg undertakes (as we already do) without the assistance of AHP funding. These types of projects will continue under the existing terms of the CDBG and HOME Program and local guidelines.
2. Stand alone AHP projects: These are projects that can be undertaken solely with AHP funding, which we propose will be limited to $7,000 per household. These will likely be limited Emergency Repairs such as cases where one major system needs to be addressed (roof, electrical, HVAC, plumbing, etc.), but not several systems. A particular benefit to the "stand alone AHP" option is the ability to move quickly without having to undergo a lengthy environmental review process associated with some CDBG and HOME funded projects.
3. Combination projects: These projects use a combination of AHP and either CDBG or HOME.
a. The most likely scenario in a combination project is one in which an Emergency Repair proposed for the City's CDBG funding will be infeasible because the emergency needs exceed the $10,000 limitation. Allowing up to $ 7,000 in AHP funding in combination with the $10,000 CDBG funding may allow the City to undertake the project; this may allow for the correction of all emergency deterioration, and may allow for additional repairs and rehabilitation to be done to address basic quality of life improvements.
b. Another combination project alternative would be the combination of up to $7,000 in AHP funding with CDBG or HOME when the City has a proposed substantial rehabilitation that may slightly exceed the $50,000 limitation. Injecting some AHP funding to the project may save the house from being deemed infeasible.

Use of AHP Funds ONLY (Check all that apply)		Financial Literacy/Homebuyer Counseling Costs Rehabilitation	
Project Total Units:	72	Project Total Costs:	$1,460,000.00
Direct Grant Amount	$500,000.00		

If your cost per unit exceeds our guidelines, please explain.

This total includes $500,000 in AHP funding and $960,000 in a combination of CDBG and HOME funding over three years. The totals assume 12 substantial rehabilitations (up to $50,000 in CDBG or HOME funding plus up to $ 7,000 in AHP), 36 Emergency Repairs or Basic Rehabs (up to $10,000 in CDBG or HOME funding plus up to $ 7,000 in AHP), and 24 Emergency Repairs(up to $7,000 in AHP funding). The number of projects completed by type may vary depending on the need of particular applicants, the timing of each years' funding, and the amount of

each years' funding. Projects completed for a cost less than the maximum will contribute toward the ability to complete more projects. In no cases will more than $7,000 of AHP be used toward a single house.

Sponsor Capacity

Please describe the sponsor's experience with this type of project. If this is the sponsor's first project of this type, provide evidence of ability to complete the project. If there is a consultant on the project, please address the sponsor's capacity to respond to financial and operational questions on an ongoing basis throughout the compliance period.

The City of Hattiesburg's Community Development Division (CDD) has been an entitlement community for the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) and HOME Investment Partnership Grant (HOME) for nearly 20 years. During that time, the City has largely focused on housing rehabilitation and repair. The City proposes administering rehabilitation and repair projects with AHP funds from the Federal Home Loan Bank of Dallas in much the same manner as the City has administered CDBG and HOME projects. The CDD is made up of a staff of five (5) with experience in community development and construction. As necessary, the City has historically partnered with various non-profit agencies to expand its capacity in order to serve more applicants. The level of AHP funding made available may justify the City entering into agreements with such agencies to ensure that funds are put to use as expediently as possible.

From 2010 to 2012, Hattiesburg's CDD - independently and through partnerships with non-profit agencies - has completed 20 Emergency Repair projects, five (5) reconstruction activities, 27 Rehabilitation activities, three (3) Affordable Housing activities, seven (7) First Time Homebuyer Assistance projects, and the demolition of 31 vacant, dilapidated houses. There is sufficient organizational capacity - through potential partnerships with area non-profits to utilize the maximum AHP grant.

Has the sponsor had projects previously awarded through other FHLBanks? If yes, please provide the name of the FHLBanks along with the project number(s).

N/A

Has the sponsor, owner, or developer ever had a project in default, foreclosure or had subsidy recaptured involuntarily ? If yes, provide the facts and circumstances surrounding the default or foreclosure.

N/A

Have the project sponsor and project owner filed all required federal and state tax returns and paid all federal, state and other material taxes?
If no, provide the facts and circumstances.

Yes. Additionally, all homeowners assisted through the City of Hattiesburg's Housing Repair or Rehabilitation programs must be current on all property taxes. Evidence of such is a requirement in determining program eligibility .

Are there any legal actions pending against the project sponsor, project owner or project itself?
If yes, provide the facts and circumstances.

No. Any legal actions impacting the City of Hattiesburg are immaterial to the Community Development Division or the the course of the project proposed with AHP funding.

Describe the qualifications of the personnel involved in this project or attach resumes. Please include names, titles, and experience.

Andrew Ellard - Governmental Accountant/Interim Program Administrator. 3 Â½ years experience with Community Development Division. Program oversight, financial management, compliance monitoring, contract administration, community relations.

Kevin Jordan - Housing Coordinator. 5 years experience with Community Development Division. Applicant intake, income determination, eligibility screening, homeowner agreement administration, project consulting.

Randy Jordan - Housing Inspector. 13 years experience with Community Development Division. Coordinating contractors, establishing work write-ups, inspecting work progress, code compliance, project consulting.

Sharon Mark - Environmental Manager/Special Project Coordinator. 21 years experience in Public Administration. New to Community Development staff. Environmental review, facade program administration, downpayment program administration, project consulting.

Anita Bratcher - Administrative Assistant. 2 years experience in Public Administration - Planning and Community Development. Applicant assistance, client referrals, payment processing, project file management, project consulting .

Construction Information

Does the project involve new construction of a home?	No

Project History

Does the member have any past or present financial or ownership interest in any portion of this project?	No
Is the property for this project being acquired from a related party?	No
Have funds for this project been requested from any other Federal Home Loan Bank?	No

Target Groups

Income Targeting	
Very Low Income	72
Low Income	0
Moderate Income	0
Total Number of Units in Project	72
Number of Units	
Single Room Occupancy(SRO)	0
Group Beds	0
Households at or below 30% of Median Income	0
Other Targeting	
Special Needs	72
Homeless	0
Does your project involve Non-Housing Space?	No
Does your project involve Commercial Space?	No

Project Timeline

Commence AHP Funds Draw Down	07/18/2013
Site or Home Acquisition	
Construction/Rehabilitation Begins	08/01/2013
Construction/Rehabilitation Completed	
Unit Sales Start	
All Units Sold	
Date AHP Funds Drawn Down	08/01/2014
Project Completed	08/01/2016

Source of Funds

Name of Funding Source	Permanent Sources Amount	Interim Sources Amount	Type	Descr. Code	Rate (%)	Term (Months)	Amort Term (Months)	Soft Debt?	Annual Payment	Status
AHP Grant	$500,000.00	$0.00	Grant	20	0	0	0	No	$0.00	Requested
CDBG - 2012 & prior	$80,000.00	$0.00	Grant	9	0	0	0	No	$0.00	Committed
HOME - 2012 & prior	$150,000.00	$0.00	Grant	11	0	0	0	No	$0.00	Committed
CDBG - 2013-2015	$300,000.00	$0.00	Grant	9	0	0	0	No	$0.00	Requested
HOME - 2013-2015	$430,000.00	$0.00	Grant	11	0	0	0	No	$0.00	Requested
TOTAL Sources of Funds	$1,460,000.00	$0.00								

1. Loans - Sources other than Member
   a. 1st Mortgage
   b. 2nd Mortgage
2. Low Income Housing Tax Credits
3. Other Finances
   a. 1st Mortgage
   b. 2nd Mortgage
7. Foundations
8. Preservation Tax Credits
9. CDBG
11. HOME
12. Owner Equity
13. Section 8
14. Other (Please explain below)
15. Member Financing - Permanent Loan
   a. 1st Mortgage
   b. 2nd Mortgage
16. Member Financing - Construction
17. Member Financing - Bridge Loan
18. Member Financing - Tax Credits
20. AHP Grant
21. McKinney Act
22. Federal Housing Programs
23. State Subsidy
24. Local Subsidy
25. FHA
26. Member Contribution through Grant or In-Kind Service
27. Charitable
28. Reduced Closing Costs
29. Tax-Exempt Revenue Bonds

Donated Property

Does this project involve any donated property?	No

Use of Funds

Usage	AHP($)	Other Source($)	Total($)
Acquisition	$0.00	$0.00	$0.00
Predevelopment/Infrastructure	$0.00	$0.00	$0.00
Architect/Engineering	$0.00	$0.00	$0.00
Construction	$425,000.00	$960,000.00	$1,385,000.00
Rehabilitation	$0.00	$0.00	$0.00
Developer Fee	$75,000.00	$0.00	$75,000.00
Consultant Fee	$0.00	$0.00	$0.00
Interim Financing Costs	$0.00	$0.00	$0.00
Homebuyer Counseling	$0.00	$0.00	$0.00
Reserves	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00
Total Costs	$500,000.00	$960,000.00	$1,460,000.00

Please explain how you determined the estimated dollar amount for each category. (i.e. Purchase and Sale Contract, Construction Contract, etc.)

The amounts derived for construction, as explained in previous application sections, are based on the completion of 12 substantial rehabilitation projects (with either CDBG or HOME funds and $7,000 each in AHP), 36 Emergency Repairs or Basic Rehabs (with either CBG or HOME and $7,000 each in AHP), and 24 Emergency Repairs (strictly with AHP funding). Combining AHP with our existing CDBG and HOME Programs will allow us to raise our limit on substantial rehabilitation projects (currently $50,000) and emergency repairs (currently $10,000) by $7,000 each.

The Developer Fee amount reported above includes two elements: Financial Literacy training and Project Delivery.

Financial Literacy will be provided by the United Way of Southeast Mississippi's Friends for Financial Freedom initiative. The cost per participant will vary depending on the class sizes. One-on-one trainings will be $50 per participant, and large class sizes will $35 per participant. Cost includes the instructor's time, travel (if necessary), materials, and two books used as curriculum that the participants will be able to keep.

The Project Delivery element is more akin to a true Developer Fee, and is available to non-profit organizations that the City of Hattiesburg may partner with in implementing repair or rehabilitation projects. The Project Delivery fee will generally be 5% of the total project cost - with miminum fee being $500 unless the cost of both elements exceeds 15% of the total project cost in which case, the Project Delivery amount will be reduced to the point that the sum of the elements does not exceed 15%.

Projects undertaken directly by the City of Hattiesburg - bidding directly to contractors - will only incur the cost of the Financial Literacy training piece. Other sources, not included in this application, are in place to cover these Project Delivery costs.

In the event that the Financial Literacy element is deemed ineligible as an AHP cost, the City is prepared to apply alternative grant funds, although this will be to the detriment of other programs supporting low-income residents.

Any cost savings in terms of developer fee will be applied toward the completion of additional projects.

Empowerment

No	Employment/Workforce Development
Yes	Homebuyer Counseling/Homeowner Training
No	On-Site Daycare Services
No	After School or Out-of-School Services
No	Sweat Equity (minimum of 300 hours)

Service Providers

Is the sponsor providing ALL of the selected services on the empowerment page? No

Service Provided	Name	Address	Phone
Personal Finance/ Financial Literacy	United Way of SE MS	210 West Front St.,Hattiesburg,MS,39401	601-545-7141

First District Priority

First-Time Homebuyer Units	
How many units will be first-time homebuyers?	0
Special Needs Units	
% Units reserved for special needs households:	100.00%
Elderly:	Yes
Disabled:	Yes
Recovering from Physical Abuse:	Yes
Recovering from Substance Abuse:	Yes
HIV/AIDS Positive:	Yes
Economic Diversity	
Note: The intent of economic diversity is to encourage the creation/retention of housing of lower income households in higher income areas or to encourage the creation/retention of housing of higher income households in lower income areas.	
Is your project located in a census tract where the median income in that census tract is at least 100% of the Metropolitan Statistical Area (MSA) median income, and at least 20% of the project's units are reserved for very low-, low- or moderate-income households?	No
In-District	
How many units are located in the states of Arkansas, Louisiana, Mississippi, New Mexico or Texas (Bank's District)?	72
Rural Units	
How many units are in rural areas?	0
Please provide the rural town(s) or cities where these units are targeted	

Community Stability

Stability	
Does this project involve rehabilitating or converting an existing non-housing structure into housing (adaptive reuse)?	No
Does this project involve rehabilitating at least 20% of the project's units where the existing structure(s) are vacant, abandoned or foreclosed properties?	No
Does this project involve demolition of vacant, abandoned or foreclosed properties where at least 20% of the proposed units in the project shall be newly constructed in place of the demolished structures?	No
Does this project involve 100% new construction?	No
Does 100% of this project have access to a public transportation stop or location within ½ mile of the development?	Yes
Is 100% of this project located in a neighborhood stabilization, redevelopment or revitalization area as officially defined by a local governmental entity?	Yes
Are 100% of the rehabilitation units in this project in a substandard condition but suitable for rehabilitation as defined and assessed by the local jurisdiction in which this project is located and at least 20% of the units in this entire project will be rehabilitated?	Yes
Preservation	
Does this project face expiring HUD Section 8 project-based rental assistance contracts, reach the end of a tax credit compliance period, or face expiring USDA-RD515 rental assistance contracts within two years after the AHP application deadline or is the project a Public Housing Development facing the loss of a HUD development based operating subsidy unless the Public Housing Authority replaces the functionally obsolete units with new units in no less than a 1:1 exchange with the new project?	No
Does the project commit to preserve all of the affordable rental units after the expiration of such contract or the end of the tax credit compliance period?	No

Disclosure

Long Term Retention:

Legally recorded documents that insure the long term retention of all units assisted with AHP funds are a requirement of the Affordable Housing Program. Owner-occupied housing must be retained as affordable for 5 years, and rental housing must be maintained as affordable for 15 years. If your project is approved, the Bank will work with applicants and sponsors to insure that the appropriate regulatory language is used.

Monitoring:

All member institutions and project sponsors are required to maintain records demonstrating the use of AHP funds, and, in the case of rental projects, information concerning the ongoing operations of projects through the end of the 15 year retention period. Projects will be monitored by the Federal Home Loan Bank of Dallas to insure program and application compliance.

Reporting:

Member institutions and sponsors are required to file periodic status reports about the project.

Recapture:

Member institution and sponsor certify that any proceeds of the direct grant and/or subsidized advance, which will not be, or cease to be, used for the purpose approved by the Federal Home Loan Bank of Dallas and the Federal Housing Finance Agency will be recaptured and the unused or improperly used funds will be returned to the Federal Home Loan Bank of Dallas.

Certifications:

Member institution and sponsor certify that the information in the application is correct and that the grant received for this project will only be used for the purposes listed in the application. Any changes regarding the terms and conditions outlined in this application must be provided to the Bank in writing, and approved by the Bank prior to implementation.

Required Documents

Required documents must be received by FHLB of Dallas by the end of day **Monday April 8, 2013. If the documents are not received within the stated timeframe, your application will be disqualified.** Faxes will not be accepted. Please reference your application number and project name on all documentation.

Mailing Information

Please send documentation to one of the following:

Address:
Federal Home Loan Bank of Dallas
Attn: AHP Department
8500 Freeport Parkway South, Suite 600
Irving, Texas 75063-2547

E-Mail Address:AHP@fhlb.com. Multiple emails should be sent if the email file size exceeds 10MB. Please reference the application number and number of emails being sent in the subject line. (For example: 2013AXXXXX Email 1 of 7, 2013AXXXXX Email 2 of 7, etc.)

Required Documents

The detailed list of required documents can be located at the appropriate link on the "Welcome to AHP" page.
If you are submitting a Rental Project, please select the "Required Documents – Rental Project" link.
If you are submitting an Owner occupied or Habitat project, please select the "Required Documents – Owner Occupied Project" link.

Application Summary

Member		**Sponsor Information**	
Member Name:	The First, A Natl Banking Assn	Sponsor Name:	City of Hattiesburg
State:	MS	State:	MS
Contact Name:	C. Jerome Brown	Contact Name:	Andrew Ellard
Phone Number:	601-450-9206	Phone Number:	601-554-1006

Project Information

Project Name:	Hattiesburg Rehab and Repair
Project Location:	scattered - City of Hattiesburg,
Description:	The City of Hattiesburg proposes to utilize AHP funding for Rehabilitation projects - predominately Emergency Repairs for targeted applicants. The City currently operates housing rehabilitation programs through its annual CDBG and HOME funding, but there are consistently more households in need of repair/rehabilitation assistance than the existing funding will allow. The City's primary programs (with CDBG and HOME) are Substantial Rehabilitation (up to $50,000 in rehabilitation assistance) and Emergency Repairs (up to $10,000 in repair assistance). The Federal Home Loan Bank's AHP Grant would serve to significantly expand the impact for low-income homeowners by leveraging AHP, CDBG, and HOME funding. If approved, there would be three options for funding such projects, and the City proposes using a combination of the three as necessary: 1. Stand alone CDBG or HOME projects: These are project that the City of Hattiesburg undertakes (as we already do) without the assistance of AHP funding. These types of projects will continue under the existing terms of the CDBG and HOME Program and local guidelines. 2. Stand alone AHP projects: These are projects that can be undertaken solely with AHP funding, which we propose will be limited to $7,000 per household. These will likely be limited Emergency Repairs such as cases where one major system needs to be addressed (roof, electrical, HVAC, plumbing, etc.), but not several systems. A particular benefit to the "stand alone AHP" option is the ability to move quickly without having to undergo a lengthy environmental review process associated with some CDBG and HOME funded projects. 3. Combination projects: These projects use a combination of AHP and either CDBG or HOME. a. The most likely scenario in a combination project is one in which an Emergency Repair proposed for the City's CDBG funding will be infeasible because the emergency needs exceed the $10,000 limitation. Allowing up to $7,000 in AHP funding in combination with the $10,000 CDBG funding may allow the City to undertake the project; this may allow for the correction of all emergency deterioration, and may allow for additional repairs and rehabilitation to be done to address basic quality of life improvements. b. Another combination project alternative would be the combination of up to $ 7,000 in AHP funding with CDBG or HOME when the City has a proposed substantial rehabilitation that may slightly exceed the $50,000 limitation. Injecting some AHP funding to the project may save the house from being deemed infeasible .
AHP Amount Requested:	$500,000.00
Type of Subsidy:	Direct Grant
Project Type:	Owner

Median Income Source: HUD

Project Categories: Financial Literacy/Homebuyer Counseling Costs
Rehabilitation

Scoring Information		
Question	**Answer**	**Score**
Donated Property		**0**
Does the project involve donated property?	No	
Sponsor Type		**5**
Ownership Interest (100%):	No	
For Profit:	No	
501(c)3:	No	
Tribal Authority:	No	
State or Local Agency:	Yes	
Housing Authority:	No	
Targeted Units		**25**
Very Low Income:	72	
Low Income:	0	
Moderate:	0	
Total:	72	
Empowerment		**3**
Employment/Workforce Development	No	
Homebuyer Counseling/Homeowner Training	Yes	
On-Site Daycare Services	No	
After School or Out-of-School Services	No	
Sweat Equity (minimum of 300 hours)	No	
Community Stability		**9**
Does this project involve rehabilitating or converting an existing non-housing structure into housing (adaptive reuse)?	No	
Does this project involve rehabilitating at least 20% of the project's units where the existing structure(s) are vacant, abandoned or foreclosed properties?	No	
Will the renovations result in those buildings meeting or exceeding local building codes or the International Code Council (ICC) standards?	No	
Does this project involve demolition of vacant, abandoned or foreclosed properties where at least 20% of the proposed units in the project shall be newly constructed in place of the demolished structures?	No	
Does this project involve 100% new construction?	No	
Does 100% of this project have access to a public transportation stop or location within ½ mile of the development?	Yes	
Is 100% of this project located in a neighborhood	Yes	

stabilization, redevelopment or revitalization area as officially defined by a local governmental entity?		
Are 100% of the rehabilitation units in this project in a substandard condition but suitable for rehabilitation as defined and assessed by the local jurisdiction in which this project is located and at least 20% of the units in this entire project will be rehabilitated?	Yes	
Does this project face expiring HUD Section 8 project-based rental assistance contracts, reach the end of a tax credit compliance period, or face expiring USDA-RD515 rental assistance contracts within two years after the AHP application deadline or is the project a Public Housing Development facing the loss of a HUD development based operating subsidy unless the Public Housing Authority replaces the functionally obsolete units with new units in no less than a 1:1 exchange with the new project?	No	
Does the project commit to preserve all of the affordable rental units after the expiration of such contract or the end of the tax credit compliance period?	No	
First District Priority		**10**
First-time Homebuyer Units:	0	
Special Needs Units %:	100.00%	
Elderly:	Yes	
Disabled:	Yes	
Recovering from Physical Abuse:	Yes	
Recovering from Substance Abuse:	Yes	
HIV/AIDS Positive:	Yes	
Is your project located in a census tract where the median income in that census tract is at least 100% of the Metropolitan Statistical Area (MSA) median income, and at least 20% of the project's units are reserved for very low -, low- or moderate-income households?	No	
How many units are located in the states of Arkansas, Louisiana, Mississippi, New Mexico or Texas (Bank's District)?	72	
How many units are in rural areas?	0	
Please provide the rural town(s) or cities where these units are targeted		
Second District Priority		**0**
Rental Units:	0	
AHP Subsidy per Unit		**10**
AHP Grant amount per unit:	$6,944.44	
Homeless Housing		**0**
Total units reserved for homeless housing plus 6 months	0	

transition period:		
Total Score		**62**

*This score is provided as a preliminary score only, and is subject to review and modification by the staff of the Federal Home Loan Bank of Dallas. Applicants may not rely on this score. It is meant wholly to provide preliminary guidance as to the merit of the application for the convenience of the applicant.

Explanations for Application Values Outside of the Limits

Audit Information

Date Changed	Page Name	User	Field Name	Previous Value	New Value

City of Hattiesburg, MS

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

Master

File Number: 2013-0227

File ID:	2013-0227	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/12/2013
Brief Title:	MDEQ Amnesty Day 2013			**Final Action:**	
				Minute Book Number:	MB2013-139

Title:
Authorize submission of MDEQ Solid Waste 2013 grant in the amount of $75,000.

Notes: grant $75,000 / $25,000 local match

Sponsors:		**Enactment Date:**	
Attachments:	letter, MDEQ Solid Waste 2013 app, executed MDEQ Solid Waste 2013 app	**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	05/07/2013					

Text of Legislative File 2013-0227

Title

Authorize submission of MDEQ Solid Waste 2013 grant in the amount of $75,000.

Summary

Budget Information

Expenditure Type

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*

11 April 2013

Mr. Luis Murillo
Solid Waste Division
MS Dept. of Environmental Quality
P.O. Box 2261
Jackson, MS 39225-2261

Dear Mr. Murillo,

Enclosed you will find an application for 2013 Solid Waste Assistance Grant to sponsor a *Household Hazardous Waste "Right Way to Throw Away Day"* event . This application is on behalf of the Pinbelt Stormwater Committee a partnership made up of the following jurisdictions:

- City of Hattiesburg
- Forrest County
- City of Petal
- Lamar County
- University of Southern Mississippi
- Wm. Carey University

The event is scheduled to be held approximately the same time as our previous event, in early November at the Bobbie Chain Municipal Airport in Hattiesburg and the Lamar County Multipurpose Facility in Purvis. We have had growing success with our local HHW events and look forward to again partnering with MDEQ. We are unsure of the impact that the tornado that hit Lamar and Forrest counties will have on the proposed event given that a small HHW site was set up at Kamper Park in Hattiesburg. However, the HHW Amnesty Day has become a much anticipated annual local event so we are again expecting growing numbers.

If there are any questions concerning the application, or if additional information is needed then please contact me at 601-554-1014.

Sincerely,

Brett Benson
Grant Coordinator

cc: Ann Jones, MGR., Grounds and Maintenance

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*

11 April 2013

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MS Dept. of Environmental Quality
P.O. Box 2261
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Sincerely,

Brett Benson
Grant Coordinator

cc: Ann Jones, MGR., Grounds and Maintenance

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GRANT APPLICATION
PART 1. GENERAL INFORMATION

1. Name of Applicant CITY OF HATTIESBURG, CITY OF PETAL, UNI. OF SO. MISSISSIPPI, FORREST CO. & LAMAR CO.
2. Address of Applicant 200 FORREST STREET
   City Hattiesburg State MS Zip 39403-1898
3. Telephone No. of Applicant 601-545-4501
4. Contact Person Brett R. Benson, Grant Coordinator / Brownfields Program Administrator
5. Address of Contact Person (if different than applicant) SAME
   City _____ State _____ Zip _____
6. Telephone No. of Contact Person _____
7. Email Address of Contact Person grntwtr@hattiesburgms.com
8. Grant Request Category:

   X a. Local Government Solid Waste Assistance Grant (attach Part 2a)

   Competitive grant request X Non-Competitive grant request _____

   _____ b. Local Government Solid Waste Planning Grant (attach Part 2c)

   _____ c. Local Government Waste Tire Grant (attach Part 2b)
9. Descriptive Title of Project/Program 2013 HAZARDOUS HOUSEHOLD WASTE DAY
10. Describe the geographic area which the project/program will serve including the population to be served and list all political subdivisions to be served (e.g. counties, cities, etc.):

    CITY OF HATTIESBURG, CITY OF PETAL, UNI. OF SO. MISSISSIPPI, FORREST CO. & LAMAR CO.

    popuation = 134,680 according to US Census information
11. Is applicant in violation of or delinquent on, any condition of a previously awarded grant or loan from the MDEQ?
    _____ yes X no (If yes, please attach an explanation)
12. Certification

    To the best of my knowledge and belief, I certify that the information provided in this application including attachments is true, accurate, and correct. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

    Brett R. Benson
    Name of authorized representative (Please type or print)

    Signature of authorized representative

    Grant Coordinator / Brownfields Program Administrator
    Title of authorized representative (Please type or print)

    11 April 2013
    Date

Mississippi Department of Environmental Quality
Solid Waste Policy, Planning & Grants Branch
P. O. Box 2261, Jackson, MS 39225
Phone: 601-961-5171/Fax: 601-961-5785

SOLID WASTE ASSISTANCE GRANT REQUEST
PART 2a

1. Grant Applicant: CITY OF HATTIESBURG

2. Please check one or more of the following activities which the applicant intends to conduct with the requested funds and include an estimate of the total funds needed to conduct the activity. Also, attach a more detailed proposed breakdown of how the funds will be used, such as costs for construction, equipment, personnel, administration, etc., (Note that no more than 3% of the funds may be used for administration of the grant.)

			Funds Requested
[ ]	A.	Cleanup of existing and/or future unauthorized dumps on public or private property	$
[ ]	B.	Establishment of a collection center or program for white goods, recyclables or other bulky rubbish waste not managed by local residential solid waste collection programs	$ 75,000
[ ]	C.	Provision of public notice and education related to the proper management of solid waste, including recycling	$
[ ]	D.	Payment of the costs of employing a local solid waste enforcement officer (Complete Supplemental Part 3)	$
[ ]	E.	Payment of a maximum of seventy-five percent (75%) of the cost of conducting household hazardous waste collection programs.	$
[ ]	F.	Development of other local solid waste management program activities associated with the prevention, enforcement or abatement of unauthorized dumps, as approved by the commission	$
		TOTAL FUNDS REQUESTED	$ 75,000

3. Please attach a narrative description for each part of Section 2 checked above, indicating how the applicant proposes to conduct the activities with the funds requested.

- If the activity includes Section 2.A., the description must identify the primary solid waste management facilities that will be utilized to ensure proper management of all solid wastes. The description must also identify the person or office that will be responsible for making a reasonable effort to require any known person(s) responsible for creating an unauthorized dump to clean up the property before the applicant expends money from the grant funds to do so and the person or office that will be responsible on behalf of the applicant for making a reasonable effort to recover from the responsible person any funds expended by the applicant.
- If the activity includes Section 2.B., the description should identify the location of any proposed collection center, if known, and any other primary solid waste management facilities that will be utilized to ensure proper management of all collected items.
- If the activity includes Section 2.D., applicant must submit Part 3: Enforcement Officer Supplemental Grant Request form.
- If the activity includes Section 2.E., the project shall be conducted in accordance with the Mississippi "Right-Way -To-Throw-Away Program" Regulations.

Attachments

Household Hazardous Waste Grant Application

1. Project Narrative

The Stormwater Committee representing the City of Hattiesburg, City of Petal, Forrest County, Lamar County and University of Southern Mississippi are seeking funds to implement its *Pinebelt Right-Way-to-Throw-Away Day 2013* program to collect household hazardous waste in early November on a Saturday from 8 a.m. to 2 p.m. According to the last year's response it is clear the presence of MDEQ external funding is mandatory to complete the event successfully as public response and interest has grown and continues throughout the year.

The Pinebelt Stormwater Committee will again sponsor the event, and the service area will include the City of Hattiesburg, City of Petal, University of Southern Mississippi, Forrest County and Lamar County. Hattiesburg will again act as applicant and administrator for the grant. We again expect a significant number of visitors from Perry County, Stone County and Pearl River County. The combined population for the Forrest (76,984) and Lamar Counties (57,786) is 134,680. In addition the University of Southern Mississippi is home to almost 15,000 students.

Public education of the event will occur through press releases to the media and through Public Service Announcements (PSA) that will be in cooperation with the *Keep Hattiesburg Beautiful* and local *Keep Mississippi Beautiful* campaigns. Since the first *Hattiesburg Right Way to Throw Away Day* in 1997 the number of vehicles bringing goods for proper disposal has steadily increased. In 2008 the City partnered with Forrest County, Lamar County, City of Petal and University of Southern Mississippi to hold the second area wide hazardous household disposal event and we serviced more than 1,000 customers at the Bobby Chain Airport and Lamar County Multipurpose Facility and collected over 45 thousand pounds of hazardous waste.

It is expected that by continuing to hold the event at both locations the number of participating households will grow. We continually receive calls requesting us to hold the event again and we will be pursuing a permanent collection site in the next year.

2. Project Budget

The 2013 proposed budget for this project is $120,000. The figures are based on the costs of the 2012 HHW event. For grant purposes the major expenditures are as follows:

MDEQ Funding	$75,000
Local HHW match funding	$25,000
Additional local partner funding	$15,000
Total	**$120,000**

Project Budget cont.

PROJECTED COSTS BREAKDOWN: (2012 ACTUAL COSTS)

PERSONNEL & EQUIPMENT: **$20,000**

SUPPLIES & RENTAL COSTS **$10,000**

- SAFETY GEAR FOR VOLUNTEERS
- PUBLICITY FOR EVENT
  - NEWSPAPER ADS
  - RADIO ADS
  - TELEVISION ADS
  - PRESS RELEASES
- PORTABLE TOILETS FOR EVENT
- VOLUNTEER CARE BOOTHS
  - POTABLE WATER
  - EMERGENCY MEDICAL SERVICES
- PRINTING
- EVENT ADMINISTRATION SUPPLIES
  - PAPER
  - COPYING
  - OFFICE SUPPLIES

CONTRACTUAL SERVICES *(based on 2012 figures)** **$90,000** **$85,332.39**

TOTAL **$120,000**

*($75,000 (63%) **MDEQ** + $45,000 (38%) local contribution / split by participating jurisdictions)*

3. **25% Local Match**

The City of Hattiesburg, City of Petal, University of Southern Mississippi, Forrest County and Lamar County understand that the applicant of this grant is expected to provide a local match of at least twenty-five (25) percent of the grant. The City of Hattiesburg and its co-sponsors agree to provide staff, facilities and other assistance that will meet or exceed the grant requirements. If costs remain current the MDEQ award will provide only 63% of the project cost. This is consistent with previous grant cycles which have shown that the grant covers only about 60 percent of the event cost. The coalition recommends that MDEQ Solid Waste makes every effort to seek additional funding to make available to future grant recipients.

4. **Intergovernmental Agreements:**

Agreements are neither needed nor applicable to this grant agreement. This intergovernmental relationship has been continuous and beneficial for all parties involved raising awareness of state and local environmental efforts including environmental stewardship, tire waste and Brownfields programs.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GRANT APPLICATION
PART 1. GENERAL INFORMATION

1. Name of Applicant _____
2. Address of Applicant _____

   City _____ State _____ Zip _____
3. Telephone No. of Applicant _____
4. Contact Person _____
5. Address of Contact Person (if different than applicant) _____

   City _____ State _____ Zip _____
6. Telephone No. of Contact Person _____
7. Email Address of Contact Person _____
8. Grant Request Category:

   _____ a. Local Government Solid Waste Assistance Grant (attach Part 2a)

   Competitive grant request _____ Non-Competitive grant request _____

   _____ b. Local Government Solid Waste Planning Grant (attach Part 2c)

   _____ c. Local Government Waste Tire Grant (attach Part 2b)
9. Descriptive Title of Project/Program _____

   _____
10. Describe the geographic area which the project/program will serve including the population to be served and list all political subdivisions to be served (e.g. counties, cities, etc.):

    _____

    _____

    _____
11. Is applicant in violation of or delinquent on, any condition of a previously awarded grant or loan from the MDEQ?
    _____ yes _____ no (If yes, please attach an explanation)
12. Certification

    To the best of my knowledge and belief, I certify that the information provided in this application including attachments is true, accurate, and correct. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

    _____ _____

    Name of authorized representative (Please type or print) Signature of authorized representative

    _____ _____

    Title of authorized representative (Please type or print) Date

Mississippi Department of Environmental Quality
Solid Waste Policy, Planning & Grants Branch
P. O. Box 2261, Jackson, MS 39225
Phone: 601-961-5171/Fax: 601-961-5785

SOLID WASTE ASSISTANCE GRANT REQUEST
PART 2a

1. Grant Applicant: _____

2. Please check one or more of the following activities which the applicant intends to conduct with the requested funds and include an estimate of the total funds needed to conduct the activity. Also, attach a more detailed proposed breakdown of how the funds will be used, such as costs for construction, equipment, personnel, administration, etc., (Note that no more than 3% of the funds may be used for administration of the grant.)

			Funds Requested
[ ]	A.	Cleanup of existing and/or future unauthorized dumps on public or private property	$_____
[ ]	B.	Establishment of a collection center or program for white goods, recyclables or other bulky rubbish waste not managed by local residential solid waste collection programs	$_____
[ ]	C.	Provision of public notice and education related to the proper management of solid waste, including recycling	$_____
[ ]	D.	Payment of the costs of employing a local solid waste enforcement officer (Complete Supplemental Part 3)	$_____
[ ]	E.	Payment of a maximum of seventy-five percent (75%) of the cost of conducting household hazardous waste collection programs.	$_____
[ ]	F.	Development of other local solid waste management program activities associated with the prevention, enforcement or abatement of unauthorized dumps, as approved by the commission	$_____
		TOTAL FUNDS REQUESTED	$_____

3. Please attach a narrative description for each part of Section 2 checked above, indicating how the applicant proposes to conduct the activities with the funds requested.

- If the activity includes Section 2.A., the description must identify the primary solid waste management facilities that will be utilized to ensure proper management of all solid wastes. The description must also identify the person or office that will be responsible for making a reasonable effort to require any known person(s) responsible for creating an unauthorized dump to clean up the property before the applicant expends money from the grant funds to do so and the person or office that will be responsible on behalf of the applicant for making a reasonable effort to recover from the responsible person any funds expended by the applicant.
- If the activity includes Section 2.B., the description should identify the location of any proposed collection center, if known, and any other primary solid waste management facilities that will be utilized to ensure proper management of all collected items.
- If the activity includes Section 2.D., applicant must submit Part 3: Enforcement Officer Supplemental Grant Request form.
- If the activity includes Section 2.E., the project shall be conducted in accordance with the Mississippi "Right-Way -To-Throw-Away Program" Regulations.

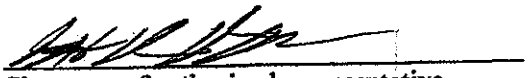
Mississippi Department of Environmental Quality
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P. O. Box 2261, Jackson, MS 39225
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MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GRANT APPLICATION
PART 1. GENERAL INFORMATION

1. Name of Applicant CITY OF HATTIESBURG, CITY OF PETAL, UNI. OF SO. MISSISSIPPI, FORREST CO. & LAMAR CO.
2. Address of Applicant 200 FORREST STREET
   City Hattiesburg State MS Zip 39403-1898
3. Telephone No. of Applicant 601-545-4501
4. Contact Person Brett R. Benson, Grant Coordinator / Brownfields Program Administrator
5. Address of Contact Person (if different than applicant) SAME
   City _____ State _____ Zip _____
6. Telephone No. of Contact Person _____
7. Email Address of Contact Person grntwtr@hattiesburgms.com
8. Grant Request Category:
   X a. Local Government Solid Waste Assistance Grant (attach Part 2a)
   Competitive grant request X Non-Competitive grant request _____
   _____ b. Local Government Solid Waste Planning Grant (attach Part 2c)
   _____ c. Local Government Waste Tire Grant (attach Part 2b)
9. Descriptive Title of Project/Program 2013 HAZARDOUS HOUSEHOLD WASTE DAY
10. Describe the geographic area which the project/program will serve including the population to be served and list all political subdivisions to be served (e.g. counties, cities, etc.):
    CITY OF HATTIESBURG, CITY OF PETAL, UNI. OF SO. MISSISSIPPI, FORREST CO. & LAMAR CO.
    popuation = 134,680 according to US Census information
11. Is applicant in violation of or delinquent on, any condition of a previously awarded grant or loan from the MDEQ?
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12. Certification

    To the best of my knowledge and belief, I certify that the information provided in this application including attachments is true, accurate, and correct. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

    Brett R. Benson
    Name of authorized representative (Please type or print)

    
    Signature of authorized representative

    Grant Coordinator / Brownfields Program Administrator
    Title of authorized representative (Please type or print)

    11 April 2013
    Date

Mississippi Department of Environmental Quality
Solid Waste Policy, Planning & Grants Branch
P. O. Box 2261, Jackson, MS 39225
Phone: 601-961-5171/Fax: 601-961-5785

SOLID WASTE ASSISTANCE GRANT REQUEST
PART 2a

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2. Please check one or more of the following activities which the applicant intends to conduct with the requested funds and include an estimate of the total funds needed to conduct the activity. Also, attach a more detailed proposed breakdown of how the funds will be used, such as costs for construction, equipment, personnel, administration, etc., (Note that no more than 3% of the funds may be used for administration of the grant.)

			Funds Requested
[ ]	A.	Cleanup of existing and/or future unauthorized dumps on public or private property	$
[ ]	B.	Establishment of a collection center or program for white goods, recyclables or other bulky rubbish waste not managed by local residential solid waste collection programs	$ 75,000
[ ]	C.	Provision of public notice and education related to the proper management of solid waste, including recycling	$
[ ]	D.	Payment of the costs of employing a local solid waste enforcement officer (Complete Supplemental Part 3)	$
[ ]	E.	Payment of a maximum of seventy-five percent (75%) of the cost of conducting household hazardous waste collection programs.	$
[ ]	F.	Development of other local solid waste management program activities associated with the prevention, enforcement or abatement of unauthorized dumps, as approved by the commission	$
		TOTAL FUNDS REQUESTED	$ 75,000

3. Please attach a narrative description for each part of Section 2 checked above, indicating how the applicant proposes to conduct the activities with the funds requested.

- If the activity includes Section 2.A., the description must identify the primary solid waste management facilities that will be utilized to ensure proper management of all solid wastes. The description must also identify the person or office that will be responsible for making a reasonable effort to require any known person(s) responsible for creating an unauthorized dump to clean up the property before the applicant expends money from the grant funds to do so and the person or office that will be responsible on behalf of the applicant for making a reasonable effort to recover from the responsible person any funds expended by the applicant.
- If the activity includes Section 2.B., the description should identify the location of any proposed collection center, if known, and any other primary solid waste management facilities that will be utilized to ensure proper management of all collected items.
- If the activity includes Section 2.D., applicant must submit Part 3: Enforcement Officer Supplemental Grant Request form.
- If the activity includes Section 2.E., the project shall be conducted in accordance with the Mississippi "Right-Way -To-Throw-Away Program" Regulations.

Attachments

Household Hazardous Waste Grant Application

1. Project Narrative

The Stormwater Committee representing the City of Hattiesburg, City of Petal, Forrest County, Lamar County and University of Southern Mississippi are seeking funds to implement its *Pinebelt Right-Way-to-Throw-Away Day 2013* program to collect household hazardous waste in early November on a Saturday from 8 a.m. to 2 p.m. According to the last year's response it is clear the presence of MDEQ external funding is mandatory to complete the event successfully as public response and interest has grown and continues throughout the year.

The Pinebelt Stormwater Committee will again sponsor the event, and the service area will include the City of Hattiesburg, City of Petal, University of Southern Mississippi, Forrest County and Lamar County. Hattiesburg will again act as applicant and administrator for the grant. We again expect a significant number of visitors from Perry County, Stone County and Pearl River County. The combined population for the Forrest (76,984) and Lamar Counties (57,786) is 134,680. In addition the University of Southern Mississippi is home to almost 15,000 students.

Public education of the event will occur through press releases to the media and through Public Service Announcements (PSA) that will be in cooperation with the *Keep Hattiesburg Beautiful* and local *Keep Mississippi Beautiful* campaigns. Since the first *Hattiesburg Right Way to Throw Away Day* in 1997 the number of vehicles bringing goods for proper disposal has steadily increased. In 2008 the City partnered with Forrest County, Lamar County, City of Petal and University of Southern Mississippi to hold the second area wide hazardous household disposal event and we serviced more than 1,000 customers at the Bobby Chain Airport and Lamar County Multipurpose Facility and collected over 45 thousand pounds of hazardous waste.

It is expected that by continuing to hold the event at both locations the number of participating households will grow. We continually receive calls requesting us to hold the event again and we will be pursuing a permanent collection site in the next year.

2. Project Budget

The 2013 proposed budget for this project is $120,000. The figures are based on the costs of the 2012 HHW event. For grant purposes the major expenditures are as follows:

MDEQ Funding	$75,000
Local HHW match funding	$25,000
Additional local partner funding	$15,000
Total	**$120,000**

Project Budget cont.

PROJECTED COSTS BREAKDOWN: (2012 ACTUAL COSTS)

PERSONNEL & EQUIPMENT: **$20,000**

SUPPLIES & RENTAL COSTS **$10,000**

- SAFETY GEAR FOR VOLUNTEERS
- PUBLICITY FOR EVENT
  - NEWSPAPER ADS
  - RADIO ADS
  - TELEVISION ADS
  - PRESS RELEASES
- PORTABLE TOILETS FOR EVENT
- VOLUNTEER CARE BOOTHS
  - POTABLE WATER
  - EMERGENCY MEDICAL SERVICES
- PRINTING
- EVENT ADMINISTRATION SUPPLIES
  - PAPER
  - COPYING
  - OFFICE SUPPLIES

CONTRACTUAL SERVICES *(based on 2012 figures)** **$90,000** **$85,332.39**

TOTAL **$120,000**

*($75,000 (63%) **MDEQ** + $45,000 (38%) local contribution / split by participating jurisdictions)*

3. **25% Local Match**

The City of Hattiesburg, City of Petal, University of Southern Mississippi, Forrest County and Lamar County understand that the applicant of this grant is expected to provide a local match of at least twenty-five (25) percent of the grant. The City of Hattiesburg and its co-sponsors agree to provide staff, facilities and other assistance that will meet or exceed the grant requirements. If costs remain current the MDEQ award will provide only 63% of the project cost. This is consistent with previous grant cycles which have shown that the grant covers only about 60 percent of the event cost. The coalition recommends that MDEQ Solid Waste makes every effort to seek additional funding to make available to future grant recipients.

4. **Intergovernmental Agreements:**

Agreements are neither needed nor applicable to this grant agreement. This intergovernmental relationship has been continuous and beneficial for all parties involved raising awareness of state and local environmental efforts including environmental stewardship, tire waste and Brownfields programs.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GRANT APPLICATION
PART 1. GENERAL INFORMATION

1. Name of Applicant _____
2. Address of Applicant _____
   City _____ State _____ Zip _____
3. Telephone No. of Applicant _____
4. Contact Person _____
5. Address of Contact Person (if different than applicant) _____
   City _____ State _____ Zip _____
6. Telephone No. of Contact Person _____
7. Email Address of Contact Person _____
8. Grant Request Category:
   _____ a. Local Government Solid Waste Assistance Grant (attach Part 2a)
   Competitive grant request _____ Non-Competitive grant request _____
   _____ b. Local Government Solid Waste Planning Grant (attach Part 2c)
   _____ c. Local Government Waste Tire Grant (attach Part 2b)
9. Descriptive Title of Project/Program _____
   _____
10. Describe the geographic area which the project/program will serve including the population to be served and list all political subdivisions to be served (e.g. counties, cities, etc.):
    _____
    _____
    _____
11. Is applicant in violation of or delinquent on, any condition of a previously awarded grant or loan from the MDEQ?
    _____ yes _____ no (If yes, please attach an explanation)
12. Certification

    To the best of my knowledge and belief, I certify that the information provided in this application including attachments is true, accurate, and correct. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

    _____ _____
    Name of authorized representative (Please type or print) Signature of authorized representative

    _____ 5-7-13
    Title of authorized representative (Please type or print) Date

Mississippi Department of Environmental Quality
Solid Waste Policy, Planning & Grants Branch
P. O. Box 2261, Jackson, MS 39225
Phone: 601-961-5171/Fax: 601-961-5785

SOLID WASTE ASSISTANCE GRANT REQUEST
PART 2a

1. Grant Applicant: _____

2. Please check one or more of the following activities which the applicant intends to conduct with the requested funds and include an estimate of the total funds needed to conduct the activity. Also, attach a more detailed proposed breakdown of how the funds will be used, such as costs for construction, equipment, personnel, administration, etc., (Note that no more than 3% of the funds may be used for administration of the grant.)

			Funds Requested
[ ]	A.	Cleanup of existing and/or future unauthorized dumps on public or private property	$_____
[ ]	B.	Establishment of a collection center or program for white goods, recyclables or other bulky rubbish waste not managed by local residential solid waste collection programs	$_____
[ ]	C.	Provision of public notice and education related to the proper management of solid waste, including recycling	$_____
[ ]	D.	Payment of the costs of employing a local solid waste enforcement officer (Complete Supplemental Part 3)	$_____
[ ]	E.	Payment of a maximum of seventy-five percent (75%) of the cost of conducting household hazardous waste collection programs.	$_____
[ ]	F.	Development of other local solid waste management program activities associated with the prevention, enforcement or abatement of unauthorized dumps, as approved by the commission	$_____
		TOTAL FUNDS REQUESTED	$_____

3. Please attach a narrative description for each part of Section 2 checked above, indicating how the applicant proposes to conduct the activities with the funds requested.

- If the activity includes Section 2.A., the description must identify the primary solid waste management facilities that will be utilized to ensure proper management of all solid wastes. The description must also identify the person or office that will be responsible for making a reasonable effort to require any known person(s) responsible for creating an unauthorized dump to clean up the property before the applicant expends money from the grant funds to do so and the person or office that will be responsible on behalf of the applicant for making a reasonable effort to recover from the responsible person any funds expended by the applicant.
- If the activity includes Section 2.B., the description should identify the location of any proposed collection center, if known, and any other primary solid waste management facilities that will be utilized to ensure proper management of all collected items.
- If the activity includes Section 2.D., applicant must submit Part 3: Enforcement Officer Supplemental Grant Request form.
- If the activity includes Section 2.E., the project shall be conducted in accordance with the Mississippi "Right-Way -To-Throw-Away Program" Regulations.

Mississippi Department of Environmental Quality
Solid Waste Policy, Planning & Grants Branch
P. O. Box 2261, Jackson, MS 39225
Phone: 601-961-5171/Fax: 601-961-5785

City of Hattiesburg, MS

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

Master

File Number: 2013-0240

File ID: 2013-0240 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 2 **Reference:** **In Control:** City Council

File Created: 04/26/2013

Brief Title: Authorize the Intergovernmental Purchase of a damaged 2012 Dodge Charger (VIN 2C3CDXATXCH148180) from the Forrest County Sheriff's Department

Final Action:

Minute Book Number: MB2013-139

Title:

Authorize the Intergovernmental Purchase of a damaged 2012 Dodge Charger (VIN 2C3CDXATXCH148180) from the Forrest County Sheriff's Department as provided for in Section 31-7-13 (Mvi) of the Mississippi Code of 1972.

Notes:

Sponsors: **Enactment Date:**

Attachments: 05-07-Purchase Vehicle from Forrest County **Enactment Number:**

Contact: **Meeting Date:** 05/07/2013

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	05/07/2013					

Text of Legislative File 2013-0240

Title

Authorize the Intergovernmental Purchase of a damaged 2012 Dodge Charger (VIN 2C3CDXATXCH148180) from the Forrest County Sheriff's Department as provided for in Section 31-7-13 (Mvi) of the Mississippi Code of 1972.

Summary

Authorize the Intergovernmental Purchase of a damaged 2012 Dodge Charger (VIN 2C3CDXATXCH148180) from the Forrest County Sheriff's Department

FORREST COUNTY, MISSISSIPPI
FACT SHEET AND BOARD ORDER

AGENDA ITEM NO. 31 **DATE** March 8, 2013

INTRODUCED BY Betty Carlisle, County Administrator

BRIEF TITLE Hattiesburg Police Department's Request to Purchase a Damaged Vehicle - Forrest County Sheriff's Department (2012 Dodge Charger, VIN.

EXHIBITS FOR REVIEW Letter from Chief Frazier Bolton and Copy of Title No. G042384-01

RECOMMENDATION (exact wording for Agenda)

Consider the request of Chief Frazier Bolton, for the Hattiesburg Police Department to purchase a damaged vehicle (2012 Dodge Charger, VIN. #2C3CDXATXCH148180) from the Forrest County Sheriff's Department, which has been deemed by the County's insurance carrier, Traveler's, to be totaled (salvage), and authorize Budget Line Item Adjustment, as required per this action of the Board.

BOARD ACTION ☒ Approved ☐ Rejected ☐ Information only ☐ No Action

Amended to read as follows:

MOTION MADE BY Roderick Woullard **SECONDED BY** Chris Bowen

MEMBERS VOTED:

DAVID HOGAN	☒ YES	☐ NO	☐ ABSTAIN	☐ ABSENT
CHARLES MARSHALL	☐ YES	☐ NO	☐ ABSTAIN	☒ ABSENT
BURKETT ROSS	☒ YES	☐ NO	☐ ABSTAIN	☐ ABSENT
RODERICK WOULLARD	☒ YES	☐ NO	☐ ABSTAIN	☐ ABSENT
CHRIS BOWEN	☒ YES	☐ NO	☐ ABSTAIN	☐ ABSENT

SO ORDERED AND APPROVED On this the 8th **day of** March **,** **2013**

THE CITY OF HATTIESBURG
One of America's Great Small Cities!

Frazier Bolton, Chief of Police

February 22, 2013

Betty Carlisle
Forrest County Board of Supervisors
P.O. Box 1310
Hattiesburg, MS 39403

Dear Ms. Carlisle:

The Hattiesburg Police Department is interested in purchasing a damaged vehicle from the Forrest County Sheriff Department. This vehicle has been deemed totaled by the Insurance Carrier, Traveler's. I spoke with Mr. Charles Bolf a representative from the Traveler's Insurance Agency and Mr. Adams, Fleet Manager for the Forrest County Sheriff Office. Mr. Adams faxed over the copy of the Traveler's salvage value for the vehicle. We are requesting to be placed on the Agenda for the next meeting of the Board of Supervisors.

If you have any questions, please free to contact me at (601) 554-3622.

Sincerely,

D.J. Davis
Administration/Fleet Captain
Hattiesburg Police Department

cc: Chief Frazier Bolton
Major Billy Lane

FAX

To: Mr. Adams
Company:
Fax: 6015456124
Phone:

From: CBOLF@travelers.com
Fax:
Phone:
E-mail: CBOLF@travelers.com

NOTES:

File Cabinet Document Attach - Claim Number ERH5555

This communication, including attachments, is confidential, may be subject to legal privileges, and is intended for the sole use of the addressee. Any use, duplication, disclosure or dissemination of this communication, other than by the addressee, is prohibited. If you have received this communication in error, please notify the sender immediately and delete or destroy this communication and all copies

Date and time of transmission: Tuesday, February 19, 2013 12:07:28 PM
Number of pages including this cover sheet: 03

Title: Forrest County settlement offer Attach: A1781595-66B9-4008-AE04-E7421BEC7C01.doc

TRAVELERS

Charles Bolf
215 Shuman Blvd.
Naperville IL 60563-7095
630-961-8695 Office
877-223-8835 Attn: CRB Fax
cbolf@travelers.com

February 15, 2013

RE: Our Insured: Forrest County Board of Supervisors
Our Claim No.: ERH555-001
Date of Loss: 2/12/13

To Whom It May Concern:

We have determined the actual cash value of your total loss vehicle from CCC, a computerized valuation service, using current market data. The actual cash value of your vehicle, including options, has been determined to be:

Actual Cash Value:	17397.00
Fees:	9.00
Deductible:	(1000.00)
Net Total:	16406.00

Or

Actual Cash Value:	17397.00
Salvage Value:	(8634.00)
Deductible:	(1000.00)
Net Total:	7763.00

Please contact me once you have decided on retaining the vehicle or not.

Very truly yours,

Charles Bolf
The Travelers Indemnity Company
Total Loss Claim Handler
Cc: file

CERTIFICATE OF TITLE

Form 79-001-05-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

G-058910 2

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
2C3CDXATXCH148180	DODG	2012	CHA	4D	G042384-01

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW / USED	TYPE OF VEHICLE	PASS. OR GVW
12272011	11172011	08	X	PASS	000

ODOMETER - TENTHS NOT INCLUDED

000013

ACTUAL MILEAGE

OWNER

FORREST COUNTY
PO BOX 747
HATTIESBURG MS 39403

1ST LIENHOLDER (OR OWNER IF NO LIEN)

FORREST COUNTY
PO BOX 747
HATTIESBURG MS 39403

DATE:
MONTH | DAY | YEAR

2ND LIENHOLDER

DATE:
MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 27 DAY OF DECEMBER 20 11

11356479011 00252

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

15797290

MISSISSIPPI DEPARTMENT OF REVENUE

Ken Morgan

VOID IF ALTERED

City of Hattiesburg, MS

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

Master

File Number: 2013-0253

File ID: 2013-0253 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 04/30/2013

Brief Title: Approve Summary of Recommended Values for parcels for the 4th Street Expansion Project Phase II; Authorize issuance on manual checks upon acceptance of offers.

Final Action:

Minute Book Number: MB2013-139

Title:

Approve Summary of Recommended Values for Parcels listed below for the 4th Street Expansion Project Phase II (Project No. HPP-7194-00(003) LPA/105845-801000); Authorize issuance of manual checks in payment upon acceptance of offer.

Parcel 2-029L-09-024.00	Permanent Right of Way	$250.00
Parcel 2-029L-09-024.00	Temporary Easement	$900.00
Parcel 2-029L-09-019.00	Temporary Easement	$585.00

Notes:

Sponsors: **Enactment Date:**

Attachments: Summary of Values Parcel 69 & 73 **Enactment Number:**

Contact: **Meeting Date:** 05/07/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0253

Title

Approve Summary of Recommended Values for Parcels listed below for the 4th Street Expansion Project Phase II (Project No. HPP-7194-00(003) LPA/105845-801000); Authorize issuance of manual checks in payment upon acceptance of offer.

Parcel 2-029L-09-024.00 Permanent Right of Way $250.00

Parcel 2-029L-09-024.00	Temporary Easement	$900.00
Parcel 2-029L-09-019.00	Temporary Easement	$585.00

Summary

Approve Summary of Recommended Values for Parcels listed for the 4th Street Expansion Project Phase II; Authorize issuance of manual checks in payment upon acceptance of offer.

Budget Information

072201.7000

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

JACKSON & ARRINGTON, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
DEREK R. ARRINGTON
D. NATHAN SMITH

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044
E-mail: rtjjr@jacksonfirm.com

April 12, 2013

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

Re: City of Hattiesburg – 4th Street Project-Phase 2

Dear Ms. Waits:

The following is a list of values for property in the City of Hattiesburg – 4th Street Project – Phase 2.

Parcel 73	Temporary	$585.00
Parcel 69	Permanent Temporary	$250 $900.00

Also attached is a Summary of Recommended Values and the appraisals for each Parcel.

Please set this as an agenda item before the City Council. After approval, please let us know so that we can begin the acquisition process for these parcels.

If you need any other information, please do not hesitate to let us know.

Very truly yours,

JACKSON & ARRINGTON, PLLC

Michelle M. Robinson, Paralegal

MMR

West Fourth Street Project
Project No. HPP-7194-00(003) LPA/105845-801000
Summary of Recommended Values
(for review purposes only)

BATCH 6	Parcel No.	Owner	Acquisition Area	Recommended Value	Recommended Total Value
Parcel 69	2-029L-09-024.00	Hattiesburg Public School District	200 SQ FT PERM 1326 SQ FT TEMP	$250.00 PERM $900 TEMP	$250.00 PERM $900 TEMP
Parcel 73	2-029L-09-019.00	First Baptist Church Algiers, Inc	751 SQ FT TEMP	$585 TEMP	$585 TEMP

City of Hattiesburg, MS

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

Master

File Number: 2013-0234

File ID: 2013-0234 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 04/23/2013

Brief Title: Request for Proposals - Community Housing Development Organizations **Final Action:**

Minute Book Number: MB2013-139

Title:

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

Notes:

Sponsors: **Enactment Date:**

Attachments: RFP - June 2013, RFP Instructions June 2013, CHDO APP 12 3 12, CHDO Capacity Assessment 10 17 12, Market needs assessment 10 17 12, executed RFP - June 2013 **Enactment Number:**

Contact: **Meeting Date:** 05/07/2013

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0234

Title

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

Summary

Request for Proposals - Community Housing Development Organizations

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American, May 10, 2013

REQUEST FOR PROPOSALS/APPLICATION
COMMUNITY DEVELOPMENT HOUSING ORGANIZATION

The City of Hattiesburg, Mississippi is accepting proposals/applications for affordable housing activities that qualify for the use of Community Housing Development Organization (CHDO) set-aside funding under the U.S. Department of Housing and Urban Development's HOME Investment Partnership Program and the City's local CHDO Policies. Eligible applicant/organizations must demonstrate eligibility to be certified as a CHDO in the City of Hattiesburg.

Eligible development activities include the new construction of housing to be rented or sold to low- to moderate-income households, the acquisition and/or rehabilitation of housing to be rented or sold to low- to moderate-income households, and the provision of downpayment/closing cost assistance when done in coordination with the other eligible development activities.

Each proposal shall be delivered to the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552 on or before 10 a.m. May 30, 2013.

Each PROPOSAL must be received in a sealed envelope or box which is marked in the lower left-hand corner with the words "CHDO Request for Proposals", which is the name of the item, and "May 30, 2013", which is the date proposals will be opened.

The proposals must include one (1) original CHDO Application Packet in a three-ring binder, five (5) copies in three-ring binders, and one (1) digital copy on either a CD-ROM or flash drive.

Proposals that fail to include all of the information listed in the proposal packet will not be considered.

Digital copies of the City of Hattiesburg's CHDO Proposal/Application Packet are available upon request between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday at the Office of the Clerk, City Hall, Second Floor, 200 Forrest Street, Hattiesburg, MS 39401.

Questions related to this announcement should be forwarded to Andrew Ellard, Federal and State Programs, City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street, 601-554-1006.

PUBLISHED by Order of the Council on this, the 7th day of May 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor
PUBLISH in the Non-Legal Section: Friday, May 10, 2013

REQUEST FOR PROPOSALS/APPLICATION
COMMUNITY DEVELOPMENT HOUSING ORGANIZATION

Instructions:

The City of Hattiesburg, Mississippi is accepting proposals/applications for affordable housing activities that qualify for the use of Community Housing Development Organization (CHDO) set-aside funding under the U.S. Department of Housing and Urban Development's HOME Investment Partnership Program and the City's local CHDO Policies. Eligible applicant/organizations must demonstrate eligibility to be certified as a CHDO in the City of Hattiesburg.

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The proposals must include one (1) original CHDO Application Packet in a three-ring binder, five (5) copies in three-ring binders, and one (1) digital copy on either a CD-ROM or flash drive.

CHDO Application Packets include:

- Instruction Sheet
- The CHDO Project Application
- The CHDO Capacity Assessment
- The Market Need Assessment

Proposals that fail to include all of the information listed in the proposal packet will not be considered.

Digital copies of the City of Hattiesburg's CHDO Proposal/Application Packet are available upon request between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday at the Office of the Clerk, City Hall, Second Floor, 200 Forrest Street, Hattiesburg, MS 39401.

Policies, procedures, and other reference documents that may be beneficial in compiling a proposal can be found on the web page for the City of Hattiesburg's Community Development Division:
http://government.hattiesburgms.com/city-departments/federal-a-state-programs/community-development

Questions related to this announcement should be forwarded to Andrew Ellard, Federal and State Programs, City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street, 601-554-1006.

CITY OF HATTIESBURG

HOME PROGRAM

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)

Project Application

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CHDO APPLICANTS CERTIFICATION **23**

CHDO OVERVIEW

One of the goals of the HOME Program is to establish strong public/private partnerships. The City is required to make all reasonable efforts to maximize participation by private lenders and other members of the private sector.

CHDO: A CHDO is a private, nonprofit organization that meets a series of qualifications prescribed in the HOME regulations. The City must use a minimum of fifteen-percent (15 %) of its annual allocation for housing owned, developed or sponsored by CHDOs. The City will evaluate organizations' qualifications and designate them as CHDOs. CHDOs also may be involved in the program as sub recipients, but the use of HOME funds in this capacity is not counted toward the fifteen percent (15 %) set-aside. A CHDO can act in three (3) different capacity roles as listed below:

Owner: The CHDO is an "owner" when it holds valid legal title to or has a long-term (99-year minimum) leasehold interest in rental property. The CHDO may be an owner with one or more individuals, corporation, partnership or other legal entities.

Developer: A CHDO is a "developer" when it either owns a property and develops a project, or has a contractual obligation to a property owner to develop a project.

Sponsor:

(1) A CHDO is a "sponsor" for HOME-assisted rental housing when it develops a project that it solely or partially owns and agrees to convey ownership to a second nonprofit organization at a predetermined time. The conveyance may take place prior to, during or upon completion of the development phase.

(2) A CHDO is a "sponsor" for HOME-assisted homebuyer's program when it owns the property, then shifts responsibility for the project to another nonprofit at some specified time in the development process. The second nonprofit in turn transfers title, along with the HOME loan/grant obligations and resale requirements, to a HOME-qualified homebuyer within a specified timeframe.

CHDO PROPOSAL FOR FUNDING

CHDOs, except those who have had open findings or concerns for a period of 60 days that have not been satisfactorily addressed in accordance with the requirements of the City, may apply for an application for CHDO project assistance.

A Request for CHDO proposals funding is generally issued once a year.

DEVELOPER FEES

A Developer's Fee is compensation to the developer for the time and risk involved to develop the project. It is typically based on the size of the project, the total development cost and the risk associated with the project. The developer's fee is expressed as a percentage of the total development cost. Developers who perform work in a timely fashion and comply with the timelines outlined in the agreement will receive a developer's fee of no more than 10% of the total HOME funds awarded under the agreement.

CHDO CAPACITY PERFORMANCE POLICY

The following attributes and abilities will measure CHDO performance capacity.

Each point noted below must be evidenced in writing and endorsed by the CHDO Board of Directors.

CHDO Programs that apply for project funds must:

Present documentation of CHDO status in accordance with all applicable HOME requirements in the latest Rule;

Provide evidence of ties with neighborhood organizations, enterprises and leadership.

Present an established process for obtaining citizens' input, gathering information and data on housing issues and a market analysis to support the housing solution being proposed by the CHDO Program requesting funds;

Provide a housing solution linked with the Consolidated Plan; specific and reflective of the population, neighborhood or area being served and supported by a marketing plan;

Present an established process for meeting funding based on clients' qualifying requirements; equitable method for choosing whom, among many eligible applicants, will receive the proposed housing services;

Provide a development and management plan for carrying out the housing solution, within a specific time frame, from project planning, site acquisition, project construction and marketing, to warranty support and property standards maintenance throughout the affordability period;

Present commitments from other funding sources: banking, investors, private lending, grants/loans other than the City of Hattiesburg;

Provide commitments from qualified persons who will serve as a "development team" or technical consultants for real estate development, engineering, environmental and construction design issues throughout the project;

Present a functional business office and qualified staff, including non-residential office location/mailing address, phone;

Provide staff leadership with a verifiable background in non-profit program financial management and federally funded real estate development;

Present an "emergency" staffing and support plan in the event of an employment crisis.

HISTORY AND GOALS OF THE PROGRAM

The HOME Program was created by the National Affordable Housing Act of 1990 (NAHA), and has been amended several times by subsequent legislation.

Objectives: The intent of the HOME Program is to:

Provide decent affordable housing to lower-income households,
Expand the capacity of nonprofit housing providers,
Strengthen the ability of state and local governments to provide housing, and
Leverage private-sector participation.

HOME FUNDS TIME LIMITATIONS

Timeframe

The City of Hattiesburg is obligated to commit and spend its allocated funds within certain time frames or face the loss of HOME funds. Therefore, all contracting entities must provide detailed timelines and adhere to those timelines.

The City has ***Twenty-four (24) months*** to enter into written agreements with developers, owners, contractors, sub recipients, and Community Housing Development Organizations (CHDOs) to commit HOME funds for a specific project.

The City, not the developers, owners, contractors, sub recipients and CHDOs has ***four (4) years*** to expend HOME funds. Those contracting with the City having HOME funded projects are expected to complete projects within eighteen (18) calendar months. The contract execution date is indicated on the cover page of the CHDO contract.

CHDO SET ASIDE

The City must reserve ***a minimum of fifteen (15) percent*** of its annual allocation for activities undertaken by designated Community Housing Development Organizations (CHDOs).

CHDO HOME-FUNDED ACTIVITIES

The City has determined that the following activities may be undertaken by CHDOs:

Homebuyer activities: HOME funds may finance the acquisition and/or rehabilitation or new construction of homes for homebuyers.

Rental housing: Affordable rental housing may be acquired and/or rehabilitated, or constructed.

Direct Financial Assistance: HOME funds may be used to assist the purchaser of a HOME-assisted housing unit owned, developed, or sponsored by a CHDO with HOME funds as part of their Homebuyer activity.

GLOSSARY OF HOME TERMS

Action Plan: The one-year portion of the Consolidated Plan. It includes the City's annual application for HOME funds.

Affordability: The requirements of the HOME Program that relate to the cost of housing both at initial occupancy and over established timeframes, as prescribed in the HOME Final Rule. Affordability requirements vary depending upon the nature of the HOME assisted activity (i.e., homeownership or rental housing).

Annual Income: The HOME Program allows the use of one of three definitions of annual income: Section 8 annual income; annual income as reported on the U.S. Census long form; and adjusted gross income as defined for reporting on IRS Form 1040.

Commitment. Commitment means one of three things: (1) The City has executed a legally binding agreement with a sub recipient or contractor to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance; or (2) the City has executed a written agreement reserving a specific amount of funds for a CHDO; or (3) the City has met requirements to commit to a specific local project as defined below.

Commitment to a specific project. Commitment to a specific local project means that a legally binding agreement was executed meeting one of the following sets of requirements: (1) For rehabilitation or new construction projects, the City and the project owner will execute an agreement for an identifiable project under which construction can reasonably be expected to start within 12 months of the agreement date. (2) If the project consists of acquisition of standard housing by the City, the agreement must be a binding contract for the sale of an identifiable property and the property title must be transferred to the City (or other entity) within six months of the date of the contract. (3) If the project involves the acquisition of standard housing and the City is providing HOME funds to a purchaser, under the agreement, the title of the property must be transferred to the purchaser within six months of the agreement date. (4) If the project consists of TBRA, the City

must enter into a rental assistance contract with the owner or the tenant in accordance with the provisions of 24 CFR Part 92.209.

Community Housing Development Organization (CHDO): A private, nonprofit organization that meets a series of qualifications prescribed in the HOME regulations at 24 CFR Part 92.2. The City must award at least fifteen percent (15%) of its annual HOME allocation to CHDOs.

Consolidated Plan: A plan prepared by the City in accordance with the requirements set forth in 24 CFR Part 91 which describes community needs, resources, priorities and proposed activities to be undertaken under certain HUD programs, including HOME.

Group Home: Housing occupied by two or more single persons or families consisting of common space and/or facilities for group use by the occupants of the unit, and (except in the case of shared one-bedroom units) separate private space for each family.

HOME-Assisted Units: A term that refers to the units within a HOME project for which rent, occupancy and/or resale restrictions apply. The number of units designated as HOME-assisted affects the maximum HOME subsidies that may be provided to a project.

HOME Funds: All appropriations for the HOME Program, plus all repayments and interest or other returns on the investment of these funds.

HOME Investment Trust Fund: The term is given to the two accounts - one at the federal level and one at the local level - that "hold" the City's HOME funds. The federal HOME Investment Trust Account is the U.S. Treasury accounts for each participating jurisdiction. The local HOME Investment Trust Fund account includes repayments of HOME funds, matching contributions and payment of interest or other returns on investment.

Household: One or more persons occupying a housing unit.

Income Verification: verification of all amounts, monetary or not, which go to, or on behalf of a household member anticipated to be received from a source outside the household during a 12-month period and annual income derived from assets.

Large Household/Family: Households of five or more persons who include at least one person related to the householder by blood, marriage or adoption.

Low-Income Families: Families whose annual incomes do not exceed eighty percent (80%) of the median income for the area (adjusted for family size).

New Construction: The creation of new dwelling units. Any project which includes the creation of the foundation and framing structure of a dwelling is considered new construction.

Participating Jurisdiction (PJ): The term given to a city, state, or consortium that has been designated by HUD to administer the HOME Program. HUD designation as a PJ occurs if a state or local government meets the funding thresholds, notifies HUD that they intend to participate in the program and has a HUD-approved Consolidated Plan.

Program Income/CHDO Proceeds: Gross income received by the CHDO directly generated from the use of HOME funds.

Project: A site or an entire building or two or more buildings, together with the site or sites on which the building or buildings is located, that are under common ownership, management and financing and are to be assisted with HOME funds, under a commitment by the owner, as a single undertaking.

Project completion: All necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy. For owner-occupied rehabilitation projects, completion means that all rehabilitation work has been completed, the City or its designee has performed a final inspection, and the homeowner has accepted the work, as indicated by a final sign-off.

Reconstruction (also rehabilitation): The rebuilding, on the same lot, of housing standing on a site at the time of project commitment. The number of housing units on the lot may not be changed as part of the reconstruction project, but the number of rooms per unit may change. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or standard unit of manufactured housing.

Single-Room Occupancy (SRO): Housing consisting of single-room dwelling units that is the primary residence of its occupant or occupants. The unit must contain food preparation and/or sanitary facilities if the project involves new construction, conversion of non-residential space, or reconstruction. If the units do not contain sanitary facilities, the building must contain sanitary facilities shared by the tenants.

Targeting: Requirements of the HOME Program relating to the income or other characteristics of households that may occupy HOME-assisted units.

Total Project Cost: All costs associated with the development of a HOME funded project. HOME participation is computed on a per unit basis and is limited to the lesser of _____- or the subsidy needed to achieve fair market value.

Unit: The basis for calculating HOME support to a project. It is housing for a single household. All HOME funding support is computed and limited on a per unit basis.

Very Low-Income Families: Families whose annual incomes do not exceed fifty percent (50%) of the median income for the area (adjusted for family size).

CHDO APPLICATION SUBMISSION INSTRUCTIONS

INSTRUCTIONS:

1. CHDO applications must be submitted in a three-ring binder. *(Do not submit applications that are bound with rubber bands or clips.)*
2. CHDO applications must be submitted in same order as the application format.
3. Submit *one (1) original and five (5) copies* of the printed CHDO application. Submit one (1) copy of the application on a CD or flash drive.
4. CHDO applications must be computer generated. *(Do not submit handwritten applications.)*

PLEASE SUBMIT CHDO APPLICATION IN THE FOLLOWING ORDER:

1. Evaluation Form FY 2012 – CHDO Application Ranking Criteria page.
2. CHDO Project Application
3. CHDO Applicant's Certification *(Please sign.)*
4. CHDO Application Checklist
5. Attachments

ATTACHMENTS (PLACE THE FOLLOWING ATTACHMENTS IN THE BACK OF THE APPLICATION.)

1. Maps of project site
2. Pictures of project site
3. Survey of project site
4. Tax records of property
5. Aerial maps
6. Site plan
7. Market Needs Assessment Survey
8. Proposed rents
9. Waiting lists
10. List of lenders
11. Project Pro Forma: sources and uses, sales or operating budgets
12. Property appraisal
13. Firm commitments from other lenders
14. Contractors list
15. Proof of site control
16. Development team list
17. CHDO Capacity Assessment
18. Pictures of adjoining properties (labeled)

EVALUATION FORM

FY-2014 CHDO APPLICATION

CHDO Name: _____

CHDO Project Name:_____ Address: _____

CHDO Project Funding Request $_____ Developer Fee $ _____

Ranking Criteria

Applicant Capacity and Track Record (I –VIII; Maximum Points – 30)
*Provide documentation identifying prior housing experience and success with other projects similar to the projects and time schedule. *(5 points)*
*Provide evidence of fiscal capacity to manage federal funds. *(5 points)*
*Provide evidence of organization's use of consultants and joint venture partners during previous year. *(5 points)*
*Provide evidence of neighborhood participation (i.e. letters of support from neighborhood associations and community groups). *(5 points)*
*Provide documentation identifying organization capacity to implement the project (i.e. staff positions, job descriptions and descriptions and resumes) *(5 points)*
*Early application submission by _____. *(5 points)*

Project Quality (IX – XIII; Maximum Points – 30)
*Provide evidence of proposed project activity meeting neighborhood needs supported by neighborhood need assessment, reports or market study. *(10 points)*
*Submit housing design meeting neighborhood streetscape. (Submit new construction preliminary housing design plan(s) with application). *(10 points)*
*Provide evidence of application addressing one or more priorities outlined in the three-year Consolidated. *(10 points)*

Project Leverage (XIV – XXII; Maximum Points – 20)
*Provide evidence of identified non-federal leverage dollars. *(5 points)*
*Provide evidence of secured project financing. *(5 points)*
*Identify how previous year program proceeds will be used towards organization progression for self-sufficiency. *(5 points)*
*Does the ratio for the number of units proposed in this application average the amount of funds requested. *(3 points)*
*Will any of the proposed housing units be LEED certified? *(2 points)*

Project Feasibility (XXIII – XXIV; Maximum Points – 20)
*Does application identify realistic funding request, and are budget/expenses reasonable. *(5 points)*
*Does application identify site control? Is ownership of property established? *(5 points)*
*Is proposed property in compliance with city and county zoning requirements? *(5 points)*
*Provide letter(s) of commitments from other funding sources. *(5 points)*

CRITERIA	POOR	FAIR	AVERAGE	GOOD	EXCELLENT
Applicant Capacity & Track Record	1 - 6	7 - 12	13 - 18	19 - 25	26 - 30
Project Quality	1 - 6	7 - 12	13 - 18	19 - 25	26 - 30
Project Leverage	1 - 4	5 - 9	10 - 13	14 - 17	18 - 20
Project Feasibility	1 - 4	5 - 9	10 - 13	14 - 17	18 - 20
TOTAL POINTS					

THRESHOLD SCORE = 75 **MAXIMUM SCORE = 100**

City of Hattiesburg Department of Federal and State Programs
CHDO APPLICATION FORM

All information requested in this document is mandatory and must be submitted with your CHDO application.

CHDO NAME AND PROJECT LOCATION

CHDO Name:		
CHDO Address:		
		Zip:
Contact Name	Title	
Contact e-mail	Phone	
Development Name:		
Development Address:		
		Zip:

CHDO QUALIFICATIONS

Legal Status:

Federal Identification Number: _____

DUNS Number: _____

Certified CHDO: _____

City Council Ward: _____

Other Attachments:

Audit of Financial statements (most recent year): _____

Quarterly Financial Statement: _____

Secretary of State Documentation: _____

Resolution endorsing Affirmative Marketing Policy: _____

Please answer the following questions	Yes	No
Do any unsatisfied judgments exist against the applicant/developer or any related party?		
Are there any homeowners or tenant compliant against the CHDO unresolved arising from the development of housing units assisted with federal HOME set-aside funds?		
If "Yes" has been answered in any of the above questions, please attach a separate explanation.		

Total number of single family projects developed to date:	
Total number of rental projects developed to date:	
Total number of multifamily projects developed to date:	
Total number of units:	
Type of units: (i.e. Family, Elderly, Special needs):	

APPLICATION TYPE

	Home Ownership
	Rental

Type of Units

Single Family	
Multifamily	

Eligible Uses of HOME funds:

Acquisition and/or rehabilitation of rental housing,

New construction of rental housing,

Acquisition and/or rehabilitation of homebuyer properties,

New construction of homeowner properties, direct financial assistance to purchasers of HOME assisted housing sponsored by a CHDO with HOME funds.

Ineligible:

Tenant Based Rental Assistance,

Homeowner rehabilitation,

Brokering or other real estate transaction.

CHDO ROLE **(Must be completed)**

	Owner
	Developer
	Sponsor (All contractual agreements must be submitted for approval.)

POPULATION INCOME SERVED **(Must be completed)**

	At least 20% of the rental residential units in this development will be rent-restricted and occupied by individuals whose income is 50% or less of area median income as adjusted by family size and published annually by HUD.
	At least 40% of the rental residential units in this development will be rent-restricted and occupied by individuals whose income is 60% or less of area median income as adjusted by family size and published annually by HUD.
	Single family. Must serve individuals whose income is 80% or less of area median income.

SPONSORED ORGANIZATION DATA

Organizations being sponsored must sign the application as well.

	Sole Proprietor		Non-Profit Corporation
	Limited Partnership		Corporation
	General Partnership		Limited Liability Corporation

Sponsor's address must be a valid mailing address. All development correspondence will be mailed to the ownership entity.

Address:		
City:	State:	Zip Code:
County:	Phone #	
Contact Person:	Fax #:	
Federal Tax ID#:	Principle purpose of organization:	

Name of general partner(s), managing LLC member(s), principals or contact person:

	Phone #:	% Ownership:
	Phone #:	% Ownership:
	Phone #:	% Ownership:

BOARD LISTING

Please list CHDO board members and home addresses. Indicate if they are residents of the neighborhood by placing an "R" by the Census Tract number.

Name	Address	Identify Resident Census Tract	Board Member Position

DEVELOPMENT TEAM INFORMATION

GENERAL PARTNER/MANAGING ORGANIZATION

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

GENERAL CONTRACTOR

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

DESIGN ARCHITECT AND FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

SUPERVISORY ARCHITECT AND FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

REAL ESTATE BROKERAGE FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Years of single family sales experience:		
Total number of units sold Low Income:	Total Units:	

ATTORNEY AND FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Does an identity of interest or business association exist between the Applicant, Applicant's Board, Developer, Developer's Board or Owner, Owner's Board and any other member of the development team? If members of the development team are related or associated in any way, please indicate the nature of the relationship. Examples of such overlapping interests or relationships include: family relationships; acting as a director, officer or owning stock in corporations; being partners (general or limited) or principals in a partnership; members in a limited liability company; or managing, advising or directing other corporate or business entities.		
If there is an identity of interest, please describe.		
Provide the names of those development team members which have been determined, including sponsoring organization, consultant, tax accountant, and any others involved in the development team.		

List any direct or indirect, financial or other interest a member of the above team may have with another member of the team for this development. List "none" if there are no identities of interest.

HUD 92.356 Conflict of Interest

(a) *Applicability*. In the procurement of property and services by the participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

(b) *Conflicts prohibited.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds and who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from any HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

Describe any conflict of interest and persons covered based on the information provided above

DEVELOPMENT TIMELINE

Activity Date of Scheduled Completion Date (month _____ year_____)

A.	Site Control:	
	Option	
	Site acquisition/Purchase	
B.	Financing:	
	Construction loan	
	Conditional commitment	
	Loan closing	
C.	Plans and Specifications	
	Preliminary drawings	
	Initial working drawings	
	Working drawings & specifications	
D.	Closing and Transfer of Property	
E.	Construction Starts	
F.	Completion of Construction	
G.	Marketing Period	
H.	First Building to be Placed in Service	
I.	Last Building to be Placed in Service	

SITE INFORMATION **(Must be completed)**

Property Address _____ **(Submit separate sheet for each parcel of land)**

Does the organization have site control of the property? ☐ Yes ☐ No

If yes, site control is in the form of:

☐ Deed ☐ Option

☐ Purchase contract ☐ Other: _____

Expiration date of contract or option: *(month, date & year)* _____

Site Control documentation must include map and a complete legal description of the property.

Total Cost of land: $_____

Exact area of site: _____

Seller:		
Address:		
City:	State:	Zip Code:

Present zoning classification: _____

Is a conditional use permit required? _____

When is approval for it expected? _____

Was property acquired with HOME or CDBG funds? ☐ Yes ☐ No

(If yes, include contract number and funding year) _____

Are all utilities presently available to the site? ☐ Yes ☐ No

Site currently used for:	
Prior site uses:	

ADJOINING LAND USES

Describe adjoining land uses:	
North	
South	
East	
West	

DEVELOPMENT INFORMATION

Total number of units to be developed under this proposal:	Number of Substantial Rehab units:
Number of New Construction units:	Number of Minor Rehab units: (less than $25,000.00)

Type of units:

☐ Single Family
☐ Townhouse
☐ Rental:
☐ Other:

	Targeting of units:	Number of Units:
	Very Income (30% AMI)	
	Low Income (50% AMI)	
	Moderate Income (80% AMI)	
	Homeless individuals or homeless families	
	Elderly (62 or older)	
	Large Family (4 or more bedrooms)	
	Physically & Mentally disabled	

NOTE: Do not double count units when targeting special populations.

Type of building:	**Type of construction:**
Electrical Service: overhead or underground	Public Water/Sewer Yes/No

	Unit square footage	**Number of bedrooms**	**Number of baths**	**Covered porch area**
For single family				
For rental				
Parking space:				
Type of parking spaces:	Garages:	One car carport:	Two car carport:	
Total handicapped parking space:		Total designated parking spaces per unit:		Total guest spaces per unit:

Type of Floor Area:	**Square Feet:**
Heated floor area:	
Non-heated floor area:	
Total floor area:	

ENERGY AND AMENITIES INFORMATION

Energy Equipment System & Fuel Type (forced air, gas, hot water, etc.)

Heating:	
Air Conditioner:	
Domestic hot water:	

Unit Amenities Included with Low-Income Units

	Play Area		LEED		Other:
	Security Systems		Other:		

Unit Amenities (Check all that apply)					
	Range/oven		Hood Fan		Disposal
	Washer & dryer		Laundry hookup only		Dishwasher
	Microwave		Refrigerator		Patio/Balcony
	Blinds/Shades		Drapes		Cable TV Hookup
	Sheet Vinyl Flooring		Ceramic Tile		Carpet
	HVAC		Sleeve and A/C unit		Laundry room
	Trash Compactor		Ceiling fans		Other

ENVIRONMENTAL ASSESSMENT

GENERAL INFORMATION

Is any part of the site within or near (within 1/4 mile) the following: *(If "Yes", please provide written explanation)*			
	Yes	No	Unknown
Environmental Corridor *(Check with County or Regional Plan Commission)*			
100-year Flood Plan			
Designated Wetland			
Prior Land Fill/Dump Site			
Known Point of Archaeological Interest			
Industrial Area			
Railway Corridor			
Airport Traffic Zone			
Attach listings of other possible pollutants or nuisances (unusual odors, noises, storage tanks, etc.)			

ENVIRONMENTAL RISKS

This section is intended to summarize information regarding conditions at the property or building which may present environmental risks or potential hazards. For each potential hazard or condition listed in the left column please indicate your knowledge or information of its current or historic presence by checking one of the three columns on the right portion on the page.

1. If you know of or suspect the evidence or the presence of a potential hazard or condition, please place a check in the **YES** column.

2. If you are neither aware of nor suspect any evidence of a potential hazard or condition, please place a check in the **NO** column.

3. If you are unsure of the presence of a potential hazard or condition, please place a check in the **UNKNOWN** column.

REAL ESTATE TAXES, ASSESSMENTS, AND OTHER FEES/CHARGES

Year of most recent property assessment:	

Equalization Rate:	Land:	Improvements:	Total:
Provide copies of property taxes for three preceding years.			
If a nonprofit, has the taxing authority agreed to exempt the project from real estate taxes or to offer a payment in lieu of taxes?			
Any special assessments, levied or pending? Describe nature, duration and amount:			
Sewer Access Charge	$	Street Extension	$
Water Access Charge	$	Impact Fees	$
Park Dedication Fee	$	Other (specify)	$
What, if any, off-site public improvements are required? None ( ) Specify:			
Describe cost and funding plan for construction of these off-site improvements:			

LINKAGES AND SERVICES

NAME AND DISTANCE TO NEAREST:

	Name	Distance
Grocery Store		
Convenience Store		
Place of Worship		
Hospital		
Post Office		
Banks		
Shopping Center		
Day Care Center		
Elementary School		
Middle School		
High School		
Senior Citizen Center		
Bus Stop		
Special Transit Services		

PRESENCE OF POTENTIAL HAZARDS OR CONDITIONS *(Check appropriate box)*	Yes	No	Unknown
Has a Hazardous or Toxic Substance discharge occurred at the property?			
Are any Hazardous or Toxic Substances stored at the property?			

Are Underground Storage Tanks* present at the property?			
Are Aboveground Storage Tanks* present at the property?			
Are there Pipeline Discharges at or from the property?			
Surface Contamination, Stained soils/Pavement, Stressed Vegetation present?			
Suspicious Containers or Drums present at the property.			
Empty paint cans present?			
PCB's (Polychlorinated Biphenyls).			
Electrical Transformers, Capacitors or Fluorescent Light Ballast present.			
Are there Old White Goods? (i.e., refrigeration equipment) present?			
Have VOCs (Volatile Organic Compounds) been detected or reported at the property?			
Are any Waste Disposal Areas present on the property?			
Any evidence of Pesticides?			
Are any Scrap Metal Piles on the property?			
Potable or monitoring Wells?			
Septic Systems?			
Holding Tanks.			
Any Hazardous Thermal Insulating Materials (Area Formaldehyde) present.			
Asbestos Containing Materials (ACM)?			

PRESENCE OF POTENTIAL HAZARDS OR CONDITIONS CONTINUED *(Check appropriate box)*	Yes	No	Unknown
Lead Piping in Domestic Water System?			
Lead-based Paint (Lead Concentrations)?			
Building Code Violations?			
Structural Deficiencies?			
Termites, Pests, Rodents?			

Please furnish any additional information known to you that relates to the presence of conditions or materials at the property, which may pose a threat to human health, safety or the environment.

The following items will be required after feasibility analysis and must be submitted as requested during the loan approval process. Please provide if currently available.

☐ Phase I Environmental Audit.

CHDO PROJECT APPLICATION CHECKLIST

MANDATORY ITEMS TO BE REVIEWED

Please follow and use this checklist in submitting your application. Your application will be considered incomplete if any of the following items are missing. Further review will not resume until missing items are received.

CHDO PROJECT APPLICATION

Check if Included		Exhibit number
	Project Application (1 original, 5 copies, and 1 copy on CD or flash drive)	
	Applicant Certification Page with Signatures	
	CHDO Application	
	Organizational Documents (i.e. Charter/Articles of Incorporation and Bylaws)	
	IRS Tax – Exempt Certification	
	State Certification	
	Current Signature Board Listing	
	Nonprofit Corporation Tax Return (990 form)	
	CHDO Capacity Assessment Report and exhibits	
	Market Needs Assessment/Study	
	Affirmative Fair Housing Marketing Plan	
	Conceptual drawings. If available, provide elevation	
	Maps of project site	
	Pictures of project site	
	Survey of project site	
	Tax records of property	
	Aerial maps	
	Site plan	
	Demographic data of area	
	Proposed rents, if rental project	
	Waiting list, if available	
	List of lenders, if available	
	Project sources and uses	
	Project pro forma	
	Property appraisal	
	Firm commitments from other lenders	
	Contractors list	
	Proof of site control	
	Development team list	

ALL CHDO APPLICATIONS
Must be completed in its entirety and submitted to:

City of Hattiesburg Department of Federal and State Programs

MAILING ADDRESS:
City of Hattiesburg
Department of Federal & State Programs
P.O. Box 1898
Hattiesburg, MS 39403-1898

PHYSICAL ADDRESS:
City Hall
200 Forrest St.
Hattiesburg, MS 39401

If you have questions about this application, contact:

Andrew Ellard

City of Hattiesburg
Federal & State Programs
200 Forrest Street
Hattiesburg, MS 39401

AELLARD@HattiesburgMS.com
601.545.4558 (office)
601.545.4592 (fax)

CHDO APPLICANT'S CERTIFICATION

The Undersigned hereby acknowledges and certifies to the City of Hattiesburg Department of Federal and State Programs (the "City"), individually and on behalf of the CHDO (the "Applicant") as part of this application for HOME CHDO set-aside funds in the amount of $_____ for the development of _____ housing unit(s).

The CHDO certifies the following:

1. The information contained in the Application, including all statements and certifications attached hereto, is true and correct and has been prepared with due diligence. The Applicant has an affirmative duty to notify the City about any changes to the information contained in the Application or to the CHDO organization. The Applicant knows of no facts or circumstances that would threaten or adversely affect the Development and cause the information in the Application to be incorrect or misleading. The City or its agents may make verification of information contained in the Application at any time.

2. The Applicant agrees to indemnify and hold harmless the City, its members, officers, employees and agents, from and against, any and all claims, suits, damages, costs and expenses arising out of the City's review of and decisions with regard to the Application. City analysis and review of the Application and related documentation is for its own purposes. A commitment does not exist until the City has approved project-specific agreement and the Applicant has accepted such agreement.

3. Misleading information or misrepresentation contained in the Application may result in the termination of the underwriting/approval process, a revocation of approval and/or prohibition from participation in City programs.

4. The Contract Documents when entered into by the City and the Applicant shall supersede all discussions, negotiations and agreements about the Application.

5. The execution and delivery of the Application and this document is duly authorized and binding on the Applicant.

Date: _____

_____
Name of CHDO Organization

_____
Signature of Executive Director

_____
Signature of Board Chairman

CHDO Capacity Assessment

Organization:	
Address:	**Funding year:**
Contact Person:	**Title:**
Phone:	**Email address:**

Please answer the following questions to the best of your ability. Do not leave any question blank. If not applicable or information not available, please state so in the applicable section. The information provided in this document will be used to determine if your organization has the capacity to develop the proposed project. Your organization is required to attach all documents requested as exhibits, if applicable.

1. Staff classification and documentation - To be counted as staff, the person must be employed by the CHDO, and documentation is needed.

a. Provide a list of all full time or part time employees. Exhibit 1-Attach resumes in addition to a payroll report or a W-4 or a W-2.

b. Provide a list of contracted staff. Exhibit 2-Provide a copy of the contract for employment and a W-9 and 1099 issued at end of year for contracted staff.

2. Relevant development experience – Document the basis for answers to the applicable project type.

a. Homeownership development

Describe how staff persons have been involved in the acquisition, rehabilitation/construction and sale of homebuyer housing. Previous experience purely in counseling, marketing, or financing activities is not sufficient to be considered development experience. Exhibit 3-List properties developed by address, date project completed, total development cost, date sold to a buyer, and sales price.

b. Rental development

Describe how staff persons have been involved in the acquisition, rehabilitation/construction and/or ownership/operation of rental housing? Exhibit 4-List projects by location, number of units, total project cost, date of project completion.

Developer Capacity & Fiscal Soundness

3. Past and current performance

a. Has the CHDO performed adequately in the past in HOME, CHDO, and/or other real estate development activities? Exhibit 6-Provide monitoring letters for past projects.

b. Is the CHDO currently in good standing on all its development and administrative activities? Does it show the capacity to take on this additional activity and continue to manage everything that it has ongoing? Exhibit 7-Attach letters from funders that the organization is on good standing.

4. Capacity – CHDO Organization

a. Organizational structure – Can the current corporation structure support housing development activities, or is there a need for a subsidiary or other organizational structure for future development? Are there operations or activities that need to be organizationally separate from housing development activities and portfolios? Exhibit 8-Attach an organizational chart.

b. Management structure/practices – Does the current management have the ability to manage additional development activities? Are the corporate lines of authority for development activities clear? Are policies & procedures in place governing development activities? Exhibit 9-Attach policies and procedures governing the program.

c. Pipeline/portfolio – What does the CHDO have as its current project pipeline and program responsibilities? How will it handle the additional project proposed? If the organization pursues housing development, what other activities are likely to suffer or not be able to be pursued due to the effort required for development activities? Does the portfolio of projects/properties evidence competent management and oversight? Do the properties have adequate funding? Exhibit 10-Provide a list of projects in the pipeline, funding sources, total development cost, units proposed, type of units and estimated completion date.

d. Staff capacity – Does the identified staff have the time to direct toward management of the proposed project? How strong is staff in the following areas: Legal/financial aspects of housing development? Management of real estate development? Oversight of design & construction management? Marketing & intake? Property management (if applicable)? Is staff encouraged to obtain training and develop new skills? What is their potential for learning skills that they currently do not have? Describe what training and technical assistance opportunities have been provided to staff.

e. Board expertise/skills – Do board members have professional skills directly relevant to housing development (e.g., real estate, legal, architecture, finance, management)? Has the board demonstrated the ability to make timely decisions? Is there a good relationship between board and staff? Does the board have a committee structure or other means of overseeing planning and development? Has there been stability/continuity of board members over the last several years? Exhibit 11-Provide a list of board members, their resumes, and their tenures.

f. Does the organization have project specific capacity for marketing & sale of homebuyer units or operation of rental units – If a homebuyer project, does the CHDO have experience and capacity to market the units and counsel and qualify homebuyers? If a rental project, does the CHDO have experience and capacity to oversee the marketing, management and ownership of the project? Exhibit 12-Provide a marketing plan for the project.

5. Development Team Capacity

a. Development team roles – Describe how all of the key development team roles are filled with qualified individuals or firms? Exhibit 13-Attach a resume for development team members showing their qualifications.

b. Partner/consultant – Does the CHDO have a partner or a consultant to supplement its skills and help it to ensure success, while still maintaining development control? Exhibit 14-Attach a resume for each partner, consultant.

c. Prior experience – Do team members have prior experience directly relevant to the proposed project? Provide a narrative describing the experience of team members.

d. Experience working together – Describe how team members have worked together before or demonstrated the ability to work effectively as a team?

6. Fiscal Soundness

a. Financial management – Provide evidence that the CHDO meets the 84.21 standards. Does the CHDO do annual budgeting of its operations and all activities or programs? Does the CHDO track and report budget v. actual income and expenses? Does the CHDO have adequate internal controls to ensure separation of duties and safeguarding of corporate assets? Is there sufficient oversight of all financial activities? Is financial reporting regular, current, and sufficient for the board to forecast and monitor the financial status of the corporation? Exhibit 15-Provide a board resolution that the organization meets the financial standards of 24 CFR 84.21.

b. Financial stability – To what extent does the organization have a diversified and stable funding base for operations? How regularly does it experience cash flow problems?

c. Liquidity – Does CHDO management know its current cash position and maintain controls over expenditures? Does the current balance sheet and budget indicate sufficient funds to supports essential operations? Does it have funds available for pre-development expenses and capital advances required for development?

d. Audit – Provide a copy of CHDO's annual audit and letters/statements regarding audit resolutions. Exhibit-16. Is the most recent audit current? Were there management or compliance findings in the last two years? Are findings resolved?

e. Portfolio & corporate liabilities – If the CHDO has a portfolio of properties are they in stable physical and financial condition or are they a drain on corporate resources? Are there assets at risk of default? Does the CHDO collect adequate revenues and management fees from the properties? Does the CHDO maintain adequate insurance – liability, fidelity bond, workers comp, property hazard, & project? Exhibit 17-Provide a list of portfolio properties and proof of insurance or insurability.

7. Other Factors

a. Community relations – How strong are the current reputation of the corporation and the relationship with the community? To what extent does NIMBY opposition exist to low income housing in the service area? To what extent do channels exist for the CHDO to negotiate with the community and potential opponents? Exhibit 18-Provide letters of support from local organizations.

b. Local government relations – How strong is the CHDO's relationship with the local government? How strongly does local government support its housing activities?

c. Lender relations – Does the CHDO have good working relationships with lenders, especially those who might participate in the proposed project. Exhibit 19-Provide letters of support for the project lenders.

d. Provide any other information that would be helpful in determining the capacity of the organization.

Market Needs Assessment

Organization:	**Project Name:**
Organization Address:	**Funding year:**
Contact Person:	**Title:**
Phone:	**Email address:**
Project address:	**City, state, zip:**

Please answer the following questions related to the project to the best of your ability. Do not leave any question blank. If not applicable or information is not available, please state so in the applicable section. The information provided in this document will be used by the City to assess the market need for the project.

Project:

Provide a site analysis including area and exposure, lot size, zoning, current use, history, drainage, flood hazard, soil conditions, utility and services, easement and encroachments, hazardous or toxic material, surrounding land uses, current improvement on site.

Describe the project location, type of project proposed, improvements, proposed unit type and mix, construction quality, size and dimensions, construction detail, unit features, recreational facilities, parking facilities, general layout and efficiency and site improvements.

Area:

Provide demographics including population, households, average household size, median household income, average household income, employment/unemployment, residential housing activity, transportation and commercial development.

General market trends:

If this is a rental project list the current vacancy rate for the census tract and source of data.

Census tract	Rental vacancy rate in zip code	Average rent for proposed unit size in zip code	Total units available for rent in zip code	Source of data

Provide a narrative describing the current general market trends that support the development of the additional rental units

For homeownership projects

Census tract	Total properties for sale in zip code	Average sales price in zip code	Source of data

Provide a narrative describing the current general market trends that support the development of the additional homeownership housing units.

Neighborhood market:

Provide a narrative of the immediate project area market conditions and positive conditions that support development of the unit s at the proposed pricing.

Community conditions:

Describe the immediate physical/social conditions that support the development of housing.

Target population pool:

Discuss whether a sufficient pool of target households exists in the primary geographic market area to support the project; or sufficient primary data (waiting lists or client lists) is presented to support timely occupancy of the development upon completion.

Affordability:

Discuss the current market prices and if they are affordable to a reasonable range of incomes (therange=minimumincome required to afford: maximum eligibility income).

Needs:

Discuss the project design (unit types, sizes, amenities, services) and how it reflects the apparent needs and desires of the targe tpopulation.

Site:

Examine the subject site, surrounding development patterns, demographics and other relevant factors that influence the development potential.

Supply:

Identify and evaluate the relevant competitive supply of affordable housing in the area.

Competitiveness:

Discuss the project price, location condition and amenities and how they are reasonably attractive in comparison to other housing choices available to low-income areas for households.

Appraisal:

Discuss how the acquisition costs are supported by appraisal or by evidence of market value and whether it is reasonable given site remediation and prep costs.

Summary:

Provide a summary based on an overall analysis of the project that provides the supporting evidence of the need for this project.

REQUEST FOR PROPOSALS/APPLICATION
COMMUNITY DEVELOPMENT HOUSING ORGANIZATION

The City of Hattiesburg, Mississippi is accepting proposals/applications for affordable housing activities that qualify for the use of Community Housing Development Organization (CHDO) set-aside funding under the U.S. Department of Housing and Urban Development's HOME Investment Partnership Program and the City's local CHDO Policies. Eligible applicant/organizations must demonstrate eligibility to be certified as a CHDO in the City of Hattiesburg.

Eligible development activities include the new construction of housing to be rented or sold to low- to moderate-income households, the acquisition and/or rehabilitation of housing to be rented or sold to low- to moderate-income households, and the provision of downpayment/closing cost assistance when done in coordination with the other eligible development activities.

Each proposal shall be delivered to the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552 on or before 10 a.m. May 30, 2013.

Each PROPOSAL must be received in a sealed envelope or box which is marked in the lower left-hand corner with the words "CHDO Request for Proposals", which is the name of the item, and "May 30, 2013", which is the date proposals will be opened.

The proposals must include one (1) original CHDO Application Packet in a three-ring binder, five (5) copies in three-ring binders, and one (1) digital copy on either a CD-ROM or flash drive.

Proposals that fail to include all of the information listed in the proposal packet will not be considered.

Digital copies of the City of Hattiesburg's CHDO Proposal/Application Packet are available upon request between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday at the Office of the Clerk, City Hall, Second Floor, 200 Forrest Street, Hattiesburg, MS 39401.

Questions related to this announcement should be forwarded to Andrew Ellard, Federal and State Programs, City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street, 601-554-1006.

PUBLISHED by Order of the Council on this, the 7th day of May 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor
PUBLISH in the Non-Legal Section: Friday, May 10, 2013

REQUEST FOR PROPOSALS/APPLICATION
COMMUNITY DEVELOPMENT HOUSING ORGANIZATION

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CHDO Application Packets include:

- Instruction Sheet
- The CHDO Project Application
- The CHDO Capacity Assessment
- The Market Need Assessment

Proposals that fail to include all of the information listed in the proposal packet will not be considered.

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Policies, procedures, and other reference documents that may be beneficial in compiling a proposal can be found on the web page for the City of Hattiesburg's Community Development Division:
http://government.hattiesburgms.com/city-departments/federal-a-state-programs/community-development

Questions related to this announcement should be forwarded to Andrew Ellard, Federal and State Programs, City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street, 601-554-1006.

CITY OF HATTIESBURG

HOME PROGRAM

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)

Project Application

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CHDO OVERVIEW

One of the goals of the HOME Program is to establish strong public/private partnerships. The City is required to make all reasonable efforts to maximize participation by private lenders and other members of the private sector.

CHDO: A CHDO is a private, nonprofit organization that meets a series of qualifications prescribed in the HOME regulations. The City must use a minimum of fifteen-percent (15 %) of its annual allocation for housing owned, developed or sponsored by CHDOs. The City will evaluate organizations' qualifications and designate them as CHDOs. CHDOs also may be involved in the program as sub recipients, but the use of HOME funds in this capacity is not counted toward the fifteen percent (15 %) set-aside. A CHDO can act in three (3) different capacity roles as listed below:

Owner: The CHDO is an "owner" when it holds valid legal title to or has a long-term (99-year minimum) leasehold interest in rental property. The CHDO may be an owner with one or more individuals, corporation, partnership or other legal entities.

Developer: A CHDO is a "developer" when it either owns a property and develops a project, or has a contractual obligation to a property owner to develop a project.

Sponsor:

(1) A CHDO is a "sponsor" for HOME-assisted rental housing when it develops a project that it solely or partially owns and agrees to convey ownership to a second nonprofit organization at a predetermined time. The conveyance may take place prior to, during or upon completion of the development phase.

(2) A CHDO is a "sponsor" for HOME-assisted homebuyer's program when it owns the property, then shifts responsibility for the project to another nonprofit at some specified time in the development process. The second nonprofit in turn transfers title, along with the HOME loan/grant obligations and resale requirements, to a HOME-qualified homebuyer within a specified timeframe.

CHDO PROPOSAL FOR FUNDING

CHDOs, except those who have had open findings or concerns for a period of 60 days that have not been satisfactorily addressed in accordance with the requirements of the City, may apply for an application for CHDO project assistance.

A Request for CHDO proposals funding is generally issued once a year.

DEVELOPER FEES

A Developer's Fee is compensation to the developer for the time and risk involved to develop the project. It is typically based on the size of the project, the total development cost and the risk associated with the project. The developer's fee is expressed as a percentage of the total development cost. Developers who perform work in a timely fashion and comply with the timelines outlined in the agreement will receive a developer's fee of no more than 10% of the total HOME funds awarded under the agreement.

CHDO CAPACITY PERFORMANCE POLICY

The following attributes and abilities will measure CHDO performance capacity.

Each point noted below must be evidenced in writing and endorsed by the CHDO Board of Directors.

CHDO Programs that apply for project funds must:

- Present documentation of CHDO status in accordance with all applicable HOME requirements in the latest Rule;
- Provide evidence of ties with neighborhood organizations, enterprises and leadership.
- Present an established process for obtaining citizens' input, gathering information and data on housing issues and a market analysis to support the housing solution being proposed by the CHDO Program requesting funds;
- Provide a housing solution linked with the Consolidated Plan; specific and reflective of the population, neighborhood or area being served and supported by a marketing plan;
- Present an established process for meeting funding based on clients' qualifying requirements; equitable method for choosing whom, among many eligible applicants, will receive the proposed housing services;
- Provide a development and management plan for carrying out the housing solution, within a specific time frame, from project planning, site acquisition, project construction and marketing, to warranty support and property standards maintenance throughout the affordability period;
- Present commitments from other funding sources: banking, investors, private lending, grants/loans other than the City of Hattiesburg;
- Provide commitments from qualified persons who will serve as a "development team" or technical consultants for real estate development, engineering, environmental and construction design issues throughout the project;
- Present a functional business office and qualified staff, including non-residential office location/mailing address, phone;
- Provide staff leadership with a verifiable background in non-profit program financial management and federally funded real estate development;
- Present an "emergency" staffing and support plan in the event of an employment crisis.

HISTORY AND GOALS OF THE PROGRAM

The HOME Program was created by the National Affordable Housing Act of 1990 (NAHA), and has been amended several times by subsequent legislation.

Objectives: The intent of the HOME Program is to:

- Provide decent affordable housing to lower-income households,
- Expand the capacity of nonprofit housing providers,
- Strengthen the ability of state and local governments to provide housing, and
- Leverage private-sector participation.

HOME FUNDS TIME LIMITATIONS

Timeframe

The City of Hattiesburg is obligated to commit and spend its allocated funds within certain time frames or face the loss of HOME funds. Therefore, all contracting entities must provide detailed timelines and adhere to those timelines.

- The City has ***Twenty-four (24) months*** to enter into written agreements with developers, owners, contractors, sub recipients, and Community Housing Development Organizations (CHDOs) to commit HOME funds for a specific project.

- The City, not the developers, owners, contractors, sub recipients and CHDOs has ***four (4) years*** to expend HOME funds. Those contracting with the City having HOME funded projects are expected to complete projects within eighteen (18) calendar months. The contract execution date is indicated on the cover page of the CHDO contract.

CHDO SET ASIDE

The City must reserve ***a minimum of fifteen (15) percent*** of its annual allocation for activities undertaken by designated Community Housing Development Organizations (CHDOs).

CHDO HOME-FUNDED ACTIVITIES

The City has determined that the following activities may be undertaken by CHDOs:

Homebuyer activities: HOME funds may finance the acquisition and/or rehabilitation or new construction of homes for homebuyers.

Rental housing: Affordable rental housing may be acquired and/or rehabilitated, or constructed.

Direct Financial Assistance: HOME funds may be used to assist the purchaser of a HOME-assisted housing unit owned, developed, or sponsored by a CHDO with HOME funds as part of their Homebuyer activity.

GLOSSARY OF HOME TERMS

Action Plan: The one-year portion of the Consolidated Plan. It includes the City's annual application for HOME funds.

Affordability: The requirements of the HOME Program that relate to the cost of housing both at initial occupancy and over established timeframes, as prescribed in the HOME Final Rule. Affordability requirements vary depending upon the nature of the HOME assisted activity (i.e., homeownership or rental housing).

Annual Income: The HOME Program allows the use of one of three definitions of annual income: Section 8 annual income; annual income as reported on the U.S. Census long form; and adjusted gross income as defined for reporting on IRS Form 1040.

Commitment. Commitment means one of three things: (1) The City has executed a legally binding agreement with a sub recipient or contractor to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance; or (2) the City has executed a written agreement reserving a specific amount of funds for a CHDO; or (3) the City has met requirements to commit to a specific local project as defined below.

Commitment to a specific project. Commitment to a specific local project means that a legally binding agreement was executed meeting one of the following sets of requirements: (1) For rehabilitation or new construction projects, the City and the project owner will execute an agreement for an identifiable project under which construction can reasonably be expected to start within 12 months of the agreement date. (2) If the project consists of acquisition of standard housing by the City, the agreement must be a binding contract for the sale of an identifiable property and the property title must be transferred to the City (or other entity) within six months of the date of the contract. (3) If the project involves the acquisition of standard housing and the City is providing HOME funds to a purchaser, under the agreement, the title of the property must be transferred to the purchaser within six months of the agreement date. (4) If the project consists of TBRA, the City

must enter into a rental assistance contract with the owner or the tenant in accordance with the provisions of 24 CFR Part 92.209.

Community Housing Development Organization (CHDO): A private, nonprofit organization that meets a series of qualifications prescribed in the HOME regulations at 24 CFR Part 92.2. The City must award at least fifteen percent (15%) of its annual HOME allocation to CHDOs.

Consolidated Plan: A plan prepared by the City in accordance with the requirements set forth in 24 CFR Part 91 which describes community needs, resources, priorities and proposed activities to be undertaken under certain HUD programs, including HOME.

Group Home: Housing occupied by two or more single persons or families consisting of common space and/or facilities for group use by the occupants of the unit, and (except in the case of shared one-bedroom units) separate private space for each family.

HOME-Assisted Units: A term that refers to the units within a HOME project for which rent, occupancy and/or resale restrictions apply. The number of units designated as HOME-assisted affects the maximum HOME subsidies that may be provided to a project.

HOME Funds: All appropriations for the HOME Program, plus all repayments and interest or other returns on the investment of these funds.

HOME Investment Trust Fund: The term is given to the two accounts - one at the federal level and one at the local level - that "hold" the City's HOME funds. The federal HOME Investment Trust Account is the U.S. Treasury accounts for each participating jurisdiction. The local HOME Investment Trust Fund account includes repayments of HOME funds, matching contributions and payment of interest or other returns on investment.

Household: One or more persons occupying a housing unit.

Income Verification: verification of all amounts, monetary or not, which go to, or on behalf of a household member anticipated to be received from a source outside the household during a 12-month period and annual income derived from assets.

Large Household/Family: Households of five or more persons who include at least one person related to the householder by blood, marriage or adoption.

Low-Income Families: Families whose annual incomes do not exceed eighty percent (80%) of the median income for the area (adjusted for family size).

New Construction: The creation of new dwelling units. Any project which includes the creation of the foundation and framing structure of a dwelling is considered new construction.

Participating Jurisdiction (PJ): The term given to a city, state, or consortium that has been designated by HUD to administer the HOME Program. HUD designation as a PJ occurs if a state or local government meets the funding thresholds, notifies HUD that they intend to participate in the program and has a HUD-approved Consolidated Plan.

Program Income/CHDO Proceeds: Gross income received by the CHDO directly generated from the use of HOME funds.

Project: A site or an entire building or two or more buildings, together with the site or sites on which the building or buildings is located, that are under common ownership, management and financing and are to be assisted with HOME funds, under a commitment by the owner, as a single undertaking.

Project completion: All necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy. For owner-occupied rehabilitation projects, completion means that all rehabilitation work has been completed, the City or its designee has performed a final inspection, and the homeowner has accepted the work, as indicated by a final sign-off.

Reconstruction (also rehabilitation): The rebuilding, on the same lot, of housing standing on a site at the time of project commitment. The number of housing units on the lot may not be changed as part of the reconstruction project, but the number of rooms per unit may change. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or standard unit of manufactured housing.

Single-Room Occupancy (SRO): Housing consisting of single-room dwelling units that is the primary residence of its occupant or occupants. The unit must contain food preparation and/or sanitary facilities if the project involves new construction, conversion of non-residential space, or reconstruction. If the units do not contain sanitary facilities, the building must contain sanitary facilities shared by the tenants.

Targeting: Requirements of the HOME Program relating to the income or other characteristics of households that may occupy HOME-assisted units.

Total Project Cost: All costs associated with the development of a HOME funded project. HOME participation is computed on a per unit basis and is limited to the lesser of _____- or the subsidy needed to achieve fair market value.

Unit: The basis for calculating HOME support to a project. It is housing for a single household. All HOME funding support is computed and limited on a per unit basis.

Very Low-Income Families: Families whose annual incomes do not exceed fifty percent (50%) of the median income for the area (adjusted for family size).

CHDO APPLICATION SUBMISSION INSTRUCTIONS

INSTRUCTIONS:

1. CHDO applications must be submitted in a three-ring binder. *(Do not submit applications that are bound with rubber bands or clips.)*
2. CHDO applications must be submitted in same order as the application format.
3. Submit *one (1) original and five (5) copies* of the printed CHDO application. Submit one (1) copy of the application on a CD or flash drive.
4. CHDO applications must be computer generated. *(Do not submit handwritten applications.)*

PLEASE SUBMIT CHDO APPLICATION IN THE FOLLOWING ORDER:

1. Evaluation Form FY 2012 – CHDO Application Ranking Criteria page.
2. CHDO Project Application
3. CHDO Applicant's Certification *(Please sign.)*
4. CHDO Application Checklist
5. Attachments

ATTACHMENTS (PLACE THE FOLLOWING ATTACHMENTS IN THE BACK OF THE APPLICATION.)

1. Maps of project site
2. Pictures of project site
3. Survey of project site
4. Tax records of property
5. Aerial maps
6. Site plan
7. Market Needs Assessment Survey
8. Proposed rents
9. Waiting lists
10. List of lenders
11. Project Pro Forma: sources and uses, sales or operating budgets
12. Property appraisal
13. Firm commitments from other lenders
14. Contractors list
15. Proof of site control
16. Development team list
17. CHDO Capacity Assessment
18. Pictures of adjoining properties (labeled)

EVALUATION FORM

FY-2014 CHDO APPLICATION

CHDO Name: _____

CHDO Project Name:_____ Address: _____

CHDO Project Funding Request $_____ Developer Fee $ _____

Ranking Criteria

Applicant Capacity and Track Record (I –VIII; Maximum Points – 30)
*Provide documentation identifying prior housing experience and success with other projects similar to the projects and time schedule. *(5 points)*
*Provide evidence of fiscal capacity to manage federal funds. *(5 points)*
*Provide evidence of organization's use of consultants and joint venture partners during previous year. *(5 points)*
*Provide evidence of neighborhood participation (i.e. letters of support from neighborhood associations and community groups). *(5 points)*
*Provide documentation identifying organization capacity to implement the project (i.e. staff positions, job descriptions and descriptions and resumes) *(5 points)*
*Early application submission by _____. *(5 points)*

Project Quality (IX – XIII; Maximum Points – 30)
*Provide evidence of proposed project activity meeting neighborhood needs supported by neighborhood need assessment, reports or market study. *(10 points)*
*Submit housing design meeting neighborhood streetscape. (Submit new construction preliminary housing design plan(s) with application). *(10 points)*
*Provide evidence of application addressing one or more priorities outlined in the three-year Consolidated. *(10 points)*

Project Leverage (XIV – XXII; Maximum Points – 20)
*Provide evidence of identified non-federal leverage dollars. *(5 points)*
*Provide evidence of secured project financing. *(5 points)*
*Identify how previous year program proceeds will be used towards organization progression for self-sufficiency. *(5 points)*
*Does the ratio for the number of units proposed in this application average the amount of funds requested. *(3 points)*
*Will any of the proposed housing units be LEED certified? *(2 points)*

Project Feasibility (XXIII – XXIV; Maximum Points – 20)
*Does application identify realistic funding request, and are budget/expenses reasonable. *(5 points)*
*Does application identify site control? Is ownership of property established? *(5 points)*
*Is proposed property in compliance with city and county zoning requirements? *(5 points)*
*Provide letter(s) of commitments from other funding sources. *(5 points)*

CRITERIA	POOR	FAIR	AVERAGE	GOOD	EXCELLENT
Applicant Capacity & Track Record	1 - 6	7 - 12	13 - 18	19 - 25	26 - 30
Project Quality	1 - 6	7 - 12	13 - 18	19 - 25	26 - 30
Project Leverage	1 - 4	5 - 9	10 - 13	14 - 17	18 - 20
Project Feasibility	1 - 4	5 - 9	10 - 13	14 - 17	18 - 20
TOTAL POINTS					

THRESHOLD SCORE = 75 **MAXIMUM SCORE = 100**

City of Hattiesburg Department of Federal and State Programs
CHDO APPLICATION FORM

All information requested in this document is mandatory and must be submitted with your CHDO application.

CHDO NAME AND PROJECT LOCATION

CHDO Name:		
CHDO Address:		
		Zip:
Contact Name	Title	
Contact e-mail	Phone	
Development Name:		
Development Address:		
		Zip:

CHDO QUALIFICATIONS

Legal Status:

Federal Identification Number: _____

DUNS Number: _____

Certified CHDO: _____

City Council Ward: _____

Other Attachments:

Audit of Financial statements (most recent year): _____

Quarterly Financial Statement: _____

Secretary of State Documentation: _____

Resolution endorsing Affirmative Marketing Policy: _____

Please answer the following questions	Yes	No
Do any unsatisfied judgments exist against the applicant/developer or any related party?		
Are there any homeowners or tenant compliant against the CHDO unresolved arising from the development of housing units assisted with federal HOME set-aside funds?		
If "Yes" has been answered in any of the above questions, please attach a separate explanation.		
Total number of single family projects developed to date:		
Total number of rental projects developed to date:		
Total number of multifamily projects developed to date:		
Total number of units:		
Type of units: (i.e. Family, Elderly, Special needs):		

APPLICATION TYPE

☐ Home Ownership

☐ Rental

Type of Units

Single Family ☐

Multifamily ☐

Eligible Uses of HOME funds:

- Acquisition and/or rehabilitation of rental housing,
- New construction of rental housing,
- Acquisition and/or rehabilitation of homebuyer properties,
- New construction of homeowner properties, direct financial assistance to purchasers of HOME assisted housing sponsored by a CHDO with HOME funds.

Ineligible:

- Tenant Based Rental Assistance,
- Homeowner rehabilitation,
- Brokering or other real estate transaction.

CHDO ROLE **(Must be completed)**

☐ Owner

☐ Developer

☐ Sponsor (All contractual agreements must be submitted for approval.)

POPULATION INCOME SERVED **(Must be completed)**

☐ At least 20% of the rental residential units in this development will be rent-restricted and occupied by individuals whose income is 50% or less of area median income as adjusted by family size and published annually by HUD.

☐ At least 40% of the rental residential units in this development will be rent-restricted and occupied by individuals whose income is 60% or less of area median income as adjusted by family size and published annually by HUD.

☐ Single family. Must serve individuals whose income is 80% or less of area median income.

SPONSORED ORGANIZATION DATA

Organizations being sponsored must sign the application as well.

	Sole Proprietor		Non-Profit Corporation
	Limited Partnership		Corporation
	General Partnership		Limited Liability Corporation

Sponsor's address must be a valid mailing address. All development correspondence will be mailed to the ownership entity.

Address:		
City:	State:	Zip Code:
County:	Phone #	
Contact Person:	Fax #:	
Federal Tax ID#:	Principle purpose of organization:	

Name of general partner(s), managing LLC member(s), principals or contact person:

	Phone #:	% Ownership:
	Phone #:	% Ownership:
	Phone #:	% Ownership:

BOARD LISTING

Please list CHDO board members and home addresses. Indicate if they are residents of the neighborhood by placing an "R" by the Census Tract number.

Name	Address	Identify Resident Census Tract	Board Member Position

DEVELOPMENT TEAM INFORMATION

GENERAL PARTNER/MANAGING ORGANIZATION

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

GENERAL CONTRACTOR

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

DESIGN ARCHITECT AND FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

SUPERVISORY ARCHITECT AND FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

REAL ESTATE BROKERAGE FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Years of single family sales experience:		
Total number of units sold Low Income:	Total Units:	

ATTORNEY AND FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

Does an identity of interest or business association exist between the Applicant, Applicant's Board, Developer, Developer's Board or Owner, Owner's Board and any other member of the development team? If members of the development team are related or associated in any way, please indicate the nature of the relationship. Examples of such overlapping interests or relationships include: family relationships; acting as a director, officer or owning stock in corporations; being partners (general or limited) or principals in a partnership; members in a limited liability company; or managing, advising or directing other corporate or business entities.

If there is an identity of interest, please describe.

Provide the names of those development team members which have been determined, including sponsoring organization, consultant, tax accountant, and any others involved in the development team.

List any direct or indirect, financial or other interest a member of the above team may have with another member of the team for this development. List "none" if there are no identities of interest.

HUD 92.356 Conflict of Interest

(a) *Applicability.* In the procurement of property and services by the participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

(b) *Conflicts prohibited.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds and who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from any HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

Describe any conflict of interest and persons covered based on the information provided above

DEVELOPMENT TIMELINE

	Activity	Date of Scheduled Completion Date (month _____ year _____)
A.	Site Control:	
	Option	
	Site acquisition/Purchase	
B.	Financing:	
	Construction loan	
	Conditional commitment	
	Loan closing	
C.	Plans and Specifications	
	Preliminary drawings	
	Initial working drawings	
	Working drawings & specifications	
D.	Closing and Transfer of Property	
E.	Construction Starts	
F.	Completion of Construction	
G.	Marketing Period	
H.	First Building to be Placed in Service	
I.	Last Building to be Placed in Service	

SITE INFORMATION **(Must be completed)**

Property Address _____ **(Submit separate sheet for each parcel of land)**

Does the organization have site control of the property? ☐ Yes ☐ No

If yes, site control is in the form of:

☐ Deed ☐ Option

☐ Purchase contract ☐ Other: _____

Expiration date of contract or option: *(month, date & year)* _____

Site Control documentation must include map and a complete legal description of the property.

Total Cost of land: $_____

Exact area of site: _____

Seller:		
Address:		
City:	State:	Zip Code:

Present zoning classification: _____

Is a conditional use permit required? _____

When is approval for it expected? _____

Was property acquired with HOME or CDBG funds? ☐ Yes ☐ No

(If yes, include contract number and funding year) _____

Are all utilities presently available to the site? ☐ Yes ☐ No

Site currently used for:	
Prior site uses:	

ADJOINING LAND USES

Describe adjoining land uses:	
North	
South	
East	
West	

DEVELOPMENT INFORMATION

Total number of units to be developed under this proposal:	Number of Substantial Rehab units:
Number of New Construction units:	Number of Minor Rehab units: (less than $25,000.00)

Type of units:

☐ Single Family

☐ Townhouse

☐ Rental:

☐ Other:

	Targeting of units:	Number of Units:
	Very Income (30% AMI)	
	Low Income (50% AMI)	
	Moderate Income (80% AMI)	
	Homeless individuals or homeless families	
	Elderly (62 or older)	
	Large Family (4 or more bedrooms)	
	Physically & Mentally disabled	

NOTE: Do not double count units when targeting special populations.

Type of building:	**Type of construction:**
Electrical Service: overhead or underground	Public Water/Sewer Yes/No

	Unit square footage	**Number of bedrooms**	**Number of baths**	**Covered porch area**
For single family				
For rental				
Parking space:				
Type of parking spaces:	Garages:	One car carport:	Two car carport:	
Total handicapped parking space:		Total designated parking spaces per unit:		Total guest spaces per unit:

Type of Floor Area:	**Square Feet:**
Heated floor area:	
Non-heated floor area:	
Total floor area:	

ENERGY AND AMENITIES INFORMATION

Energy Equipment System & Fuel Type (forced air, gas, hot water, etc.)

Heating:	
Air Conditioner:	
Domestic hot water:	

Unit Amenities Included with Low-Income Units

	Play Area		LEED		Other:
	Security Systems		Other:		

Unit Amenities (Check all that apply)					
	Range/oven		Hood Fan		Disposal
	Washer & dryer		Laundry hookup only		Dishwasher
	Microwave		Refrigerator		Patio/Balcony
	Blinds/Shades		Drapes		Cable TV Hookup
	Sheet Vinyl Flooring		Ceramic Tile		Carpet
	HVAC		Sleeve and A/C unit		Laundry room
	Trash Compactor		Ceiling fans		Other

ENVIRONMENTAL ASSESSMENT

GENERAL INFORMATION

Is any part of the site within or near (within 1/4 mile) the following: *(If "Yes", please provide written explanation)*			
	Yes	No	Unknown
Environmental Corridor *(Check with County or Regional Plan Commission)*			
100-year Flood Plan			
Designated Wetland			
Prior Land Fill/Dump Site			
Known Point of Archaeological Interest			
Industrial Area			
Railway Corridor			
Airport Traffic Zone			
Attach listings of other possible pollutants or nuisances (unusual odors, noises, storage tanks, etc.)			

ENVIRONMENTAL RISKS

This section is intended to summarize information regarding conditions at the property or building which may present environmental risks or potential hazards. For each potential hazard or condition listed in the left column please indicate your knowledge or information of its current or historic presence by checking one of the three columns on the right portion on the page.

1. If you know of or suspect the evidence or the presence of a potential hazard or condition, please place a check in the **YES** column.

2. If you are neither aware of nor suspect any evidence of a potential hazard or condition, please place a check in the **NO** column.

3. If you are unsure of the presence of a potential hazard or condition, please place a check in the **UNKNOWN** column.

REAL ESTATE TAXES, ASSESSMENTS, AND OTHER FEES/CHARGES

Year of most recent property assessment:	

Equalization Rate:	Land:	Improvements:	Total:
Provide copies of property taxes for three preceding years.			
If a nonprofit, has the taxing authority agreed to exempt the project from real estate taxes or to offer a payment in lieu of taxes?			
Any special assessments, levied or pending? Describe nature, duration and amount:			
Sewer Access Charge	$	Street Extension	$
Water Access Charge	$	Impact Fees	$
Park Dedication Fee	$	Other (specify)	$
What, if any, off-site public improvements are required? None ( ) Specify:			
Describe cost and funding plan for construction of these off-site improvements:			

LINKAGES AND SERVICES

NAME AND DISTANCE TO NEAREST:

	Name	Distance
Grocery Store		
Convenience Store		
Place of Worship		
Hospital		
Post Office		
Banks		
Shopping Center		
Day Care Center		
Elementary School		
Middle School		
High School		
Senior Citizen Center		
Bus Stop		
Special Transit Services		

PRESENCE OF POTENTIAL HAZARDS OR CONDITIONS *(Check appropriate box)*	Yes	No	Unknown
Has a Hazardous or Toxic Substance discharge occurred at the property?			
Are any Hazardous or Toxic Substances stored at the property?			

Are Underground Storage Tanks* present at the property?			
Are Aboveground Storage Tanks* present at the property?			
Are there Pipeline Discharges at or from the property?			
Surface Contamination, Stained soils/Pavement, Stressed Vegetation present?			
Suspicious Containers or Drums present at the property.			
Empty paint cans present?			
PCB's (Polychlorinated Biphenyls).			
Electrical Transformers, Capacitors or Fluorescent Light Ballast present.			
Are there Old White Goods? (i.e., refrigeration equipment) present?			
Have VOCs (Volatile Organic Compounds) been detected or reported at the property?			
Are any Waste Disposal Areas present on the property?			
Any evidence of Pesticides?			
Are any Scrap Metal Piles on the property?			
Potable or monitoring Wells?			
Septic Systems?			
Holding Tanks.			
Any Hazardous Thermal Insulating Materials (Area Formaldehyde) present.			
Asbestos Containing Materials (ACM)?			

PRESENCE OF POTENTIAL HAZARDS OR CONDITIONS CONTINUED *(Check appropriate box)*	Yes	No	Unknown
Lead Piping in Domestic Water System?			
Lead-based Paint (Lead Concentrations)?			
Building Code Violations?			
Structural Deficiencies?			
Termites, Pests, Rodents?			

Please furnish any additional information known to you that relates to the presence of conditions or materials at the property, which may pose a threat to human health, safety or the environment.

The following items will be required after feasibility analysis and must be submitted as requested during the loan approval process. Please provide if currently available.

☐ Phase I Environmental Audit.

CHDO PROJECT APPLICATION CHECKLIST

MANDATORY ITEMS TO BE REVIEWED

Please follow and use this checklist in submitting your application. Your application will be considered incomplete if any of the following items are missing. Further review will not resume until missing items are received.

CHDO PROJECT APPLICATION

Check if Included		Exhibit number
	Project Application (1 original, 5 copies, and 1 copy on CD or flash drive)	
	Applicant Certification Page with Signatures	
	CHDO Application	
	Organizational Documents (i.e. Charter/Articles of Incorporation and Bylaws)	
	IRS Tax – Exempt Certification	
	State Certification	
	Current Signature Board Listing	
	Nonprofit Corporation Tax Return (990 form)	
	CHDO Capacity Assessment Report and exhibits	
	Market Needs Assessment/Study	
	Affirmative Fair Housing Marketing Plan	
	Conceptual drawings. If available, provide elevation	
	Maps of project site	
	Pictures of project site	
	Survey of project site	
	Tax records of property	
	Aerial maps	
	Site plan	
	Demographic data of area	
	Proposed rents, if rental project	
	Waiting list, if available	
	List of lenders, if available	
	Project sources and uses	
	Project pro forma	
	Property appraisal	
	Firm commitments from other lenders	
	Contractors list	
	Proof of site control	
	Development team list	

ALL CHDO APPLICATIONS
Must be completed in its entirety and submitted to:

City of Hattiesburg Department of Federal and State Programs

MAILING ADDRESS:
City of Hattiesburg
Department of Federal & State Programs
P.O. Box 1898
Hattiesburg, MS 39403-1898

PHYSICAL ADDRESS:
City Hall
200 Forrest St.
Hattiesburg, MS 39401

If you have questions about this application, contact:

Andrew Ellard

City of Hattiesburg
Federal & State Programs
200 Forrest Street
Hattiesburg, MS 39401

AELLARD@HattiesburgMS.com
601.545.4558 (office)
601.545.4592 (fax)

CHDO APPLICANT'S CERTIFICATION

The Undersigned hereby acknowledges and certifies to the City of Hattiesburg Department of Federal and State Programs (the "City"), individually and on behalf of the CHDO (the "Applicant") as part of this application for HOME CHDO set-aside funds in the amount of $_____ for the development of _____ housing unit(s).

The CHDO certifies the following:

1. The information contained in the Application, including all statements and certifications attached hereto, is true and correct and has been prepared with due diligence. The Applicant has an affirmative duty to notify the City about any changes to the information contained in the Application or to the CHDO organization. The Applicant knows of no facts or circumstances that would threaten or adversely affect the Development and cause the information in the Application to be incorrect or misleading. The City or its agents may make verification of information contained in the Application at any time.

2. The Applicant agrees to indemnify and hold harmless the City, its members, officers, employees and agents, from and against, any and all claims, suits, damages, costs and expenses arising out of the City's review of and decisions with regard to the Application. City analysis and review of the Application and related documentation is for its own purposes. A commitment does not exist until the City has approved project-specific agreement and the Applicant has accepted such agreement.

3. Misleading information or misrepresentation contained in the Application may result in the termination of the underwriting/approval process, a revocation of approval and/or prohibition from participation in City programs.

4. The Contract Documents when entered into by the City and the Applicant shall supersede all discussions, negotiations and agreements about the Application.

5. The execution and delivery of the Application and this document is duly authorized and binding on the Applicant.

Date: _____

_____
Name of CHDO Organization

_____
Signature of Executive Director

_____
Signature of Board Chairman

CHDO Capacity Assessment

Organization:	
Address:	**Funding year:**
Contact Person:	**Title:**
Phone:	**Email address:**

Please answer the following questions to the best of your ability. Do not leave any question blank. If not applicable or information not available, please state so in the applicable section. The information provided in this document will be used to determine if your organization has the capacity to develop the proposed project. Your organization is required to attach all documents requested as exhibits, if applicable.

1. Staff classification and documentation - To be counted as staff, the person must be employed by the CHDO, and documentation is needed.

a. Provide a list of all full time or part time employees. Exhibit 1-Attach resumes in addition to a payroll report or a W-4 or a W-2.

b. Provide a list of contracted staff. Exhibit 2-Provide a copy of the contract for employment and a W-9 and 1099 issued at end of year for contracted staff.

2. Relevant development experience – Document the basis for answers to the applicable project type.

a. Homeownership development

Describe how staff persons have been involved in the acquisition, rehabilitation/construction and sale of homebuyer housing. Previous experience purely in counseling, marketing, or financing activities is not sufficient to be considered development experience. Exhibit 3-List properties developed by address, date project completed, total development cost, date sold to a buyer, and sales price.

b. Rental development

Describe how staff persons have been involved in the acquisition, rehabilitation/construction and/or ownership/operation of rental housing? Exhibit 4-List projects by location, number of units, total project cost, date of project completion.

Developer Capacity & Fiscal Soundness

3. Past and current performance

a. Has the CHDO performed adequately in the past in HOME, CHDO, and/or other real estate development activities? Exhibit 6-Provide monitoring letters for past projects.

b. Is the CHDO currently in good standing on all its development and administrative activities? Does it show the capacity to take on this additional activity and continue to manage everything that it has ongoing? Exhibit 7-Attach letters from funders that the organization is on good standing.

4. Capacity – CHDO Organization

a. Organizational structure – Can the current corporation structure support housing development activities, or is there a need for a subsidiary or other organizational structure for future development? Are there operations or activities that need to be organizationally separate from housing development activities and portfolios? Exhibit 8-Attach an organizational chart.

b. Management structure/practices – Does the current management have the ability to manage additional development activities? Are the corporate lines of authority for development activities clear? Are policies & procedures in place governing development activities? Exhibit 9-Attach policies and procedures governing the program.

c. Pipeline/portfolio – What does the CHDO have as its current project pipeline and program responsibilities? How will it handle the additional project proposed? If the organization pursues housing development, what other activities are likely to suffer or not be able to be pursued due to the effort required for development activities? Does the portfolio of projects/properties evidence competent management and oversight? Do the properties have adequate funding? Exhibit 10-Provide a list of projects in the pipeline, funding sources, total development cost, units proposed, type of units and estimated completion date.

d. Staff capacity – Does the identified staff have the time to direct toward management of the proposed project? How strong is staff in the following areas: Legal/financial aspects of housing development? Management of real estate development? Oversight of design & construction management? Marketing & intake? Property management (if applicable)? Is staff encouraged to obtain training and develop new skills? What is their potential for learning skills that they currently do not have? Describe what training and technical assistance opportunities have been provided to staff.

e. Board expertise/skills – Do board members have professional skills directly relevant to housing development (e.g., real estate, legal, architecture, finance, management)? Has the board demonstrated the ability to make timely decisions? Is there a good relationship between board and staff? Does the board have a committee structure or other means of overseeing planning and development? Has there been stability/continuity of board members over the last several years? Exhibit 11-Provide a list of board members, their resumes, and their tenures.

f. Does the organization have project specific capacity for marketing & sale of homebuyer units or operation of rental units – If a homebuyer project, does the CHDO have experience and capacity to market the units and counsel and qualify homebuyers? If a rental project, does the CHDO have experience and capacity to oversee the marketing, management and ownership of the project? Exhibit 12-Provide a marketing plan for the project.

5. Development Team Capacity

a. Development team roles – Describe how all of the key development team roles are filled with qualified individuals or firms? Exhibit 13-Attach a resume for development team members showing their qualifications.

b. Partner/consultant – Does the CHDO have a partner or a consultant to supplement its skills and help it to ensure success, while still maintaining development control? Exhibit 14-Attach a resume for each partner, consultant.

c. Prior experience – Do team members have prior experience directly relevant to the proposed project? Provide a narrative describing the experience of team members.

d. Experience working together – Describe how team members have worked together before or demonstrated the ability to work effectively as a team?

6. Fiscal Soundness

a. Financial management – Provide evidence that the CHDO meets the 84.21 standards. Does the CHDO do annual budgeting of its operations and all activities or programs? Does the CHDO track and report budget v. actual income and expenses? Does the CHDO have adequate internal controls to ensure separation of duties and safeguarding of corporate assets? Is there sufficient oversight of all financial activities? Is financial reporting regular, current, and sufficient for the board to forecast and monitor the financial status of the corporation? Exhibit 15-Provide a board resolution that the organization meets the financial standards of 24 CFR 84.21.

b. Financial stability – To what extent does the organization have a diversified and stable funding base for operations? How regularly does it experience cash flow problems?

c. Liquidity – Does CHDO management know its current cash position and maintain controls over expenditures? Does the current balance sheet and budget indicate sufficient funds to supports essential operations? Does it have funds available for pre-development expenses and capital advances required for development?

d. Audit – Provide a copy of CHDO's annual audit and letters/statements regarding audit resolutions. Exhibit-16. Is the most recent audit current? Were there management or compliance findings in the last two years? Are findings resolved?

e. Portfolio & corporate liabilities – If the CHDO has a portfolio of properties are they in stable physical and financial condition or are they a drain on corporate resources? Are there assets at risk of default? Does the CHDO collect adequate revenues and management fees from the properties? Does the CHDO maintain adequate insurance – liability, fidelity bond, workers comp, property hazard, & project? Exhibit 17-Provide a list of portfolio properties and proof of insurance or insurability.

7. Other Factors

a. Community relations – How strong are the current reputation of the corporation and the relationship with the community? To what extent does NIMBY opposition exist to low income housing in the service area? To what extent do channels exist for the CHDO to negotiate with the community and potential opponents? Exhibit 18-Provide letters of support from local organizations.

b. Local government relations – How strong is the CHDO's relationship with the local government? How strongly does local government support its housing activities?

c. Lender relations – Does the CHDO have good working relationships with lenders, especially those who might participate in the proposed project. Exhibit 19-Provide letters of support for the project lenders.

d. Provide any other information that would be helpful in determining the capacity of the organization.

Market Needs Assessment

Organization:	**Project Name:**
Organization Address:	**Funding year:**
Contact Person:	**Title:**
Phone:	**Email address:**
Project address:	**City, state, zip:**

Please answer the following questions related to the project to the best of your ability. Do not leave any question blank. If not applicable or information is not available, please state so in the applicable section. The information provided in this document will be used by the City to assess the market need for the project.

Project:

Provide a site analysis including area and exposure, lot size, zoning, current use, history, drainage, flood hazard, soil conditions, utility and services, easement and encroachments, hazardous or toxic material, surrounding land uses, current improvement on site.

Describe the project location, type of project proposed, improvements, proposed unit type and mix, construction quality, size and dimensions, construction detail, unit features, recreational facilities, parking facilities, general layout and efficiency and site improvements.

Area:

Provide demographics including population, households, average household size, median household income, average household income, employment/unemployment, residential housing activity, transportation and commercial development.

General market trends:

If this is a rental project list the current vacancy rate for the census tract and source of data.

Census tract	Rental vacancy rate in zip code	Average rent for proposed unit size in zip code	Total units available for rent in zip code	Source of data

Provide a narrative describing the current general market trends that support the development of the additional rental units

For homeownership projects

Census tract	Total properties for sale in zip code	Average sales price in zip code	Source of data

Provide a narrative describing the current general market trends that support the development of the additional homeownership housing units.

Neighborhood market:

Provide a narrative of the immediate project area market conditions and positive conditions that support development of the unit s at the proposed pricing.

Community conditions:

Describe the immediate physical/social conditions that support the development of housing.

Target population pool:

Discuss whether a sufficient pool of target households exists in the primary geographic market area to support the project; or sufficient primary data (waiting lists or client lists) is presented to support timely occupancy of the development upon completion.

Affordability:

Discuss the current market prices and if they are affordable to a reasonable range of incomes (therange=minimumincome required to afford: maximum eligibility income).

Needs:

Discuss the project design (unit types, sizes, amenities, services) and how it reflects the apparent needs and desires of the targe tpopulation.

Site:

Examine the subject site, surrounding development patterns, demographics and other relevant factors that influence the development potential.

Supply:

Identify and evaluate the relevant competitive supply of affordable housing in the area.

Competitiveness:

Discuss the project price, location condition and amenities and how they are reasonably attractive in comparison to other housing choices available to low-income areas for households.

Appraisal:

Discuss how the acquisition costs are supported by appraisal or by evidence of market value and whether it is reasonable given site remediation and prep costs.

Summary:

Provide a summary based on an overall analysis of the project that provides the supporting evidence of the need for this project.

City of Hattiesburg, MS

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

Master

File Number: 2013-0239

File ID:	2013-0239	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/26/2013
Brief Title:	Approve Specifications and Authorize Publication of Advertisement for Sports Shirts for the Hattiesburg Police Department			**Final Action:**	
				Minute Book Number:	MB2013-139

Title:

Approve Specifications and Authorize Publication of Advertisement for Sports Shirts for the Hattiesburg Police Department

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	05-07-Advertise HPD Sports Shirts, executed 05-07-Advertise HPD Sports Shirts	**Enactment Number:**	
Contact:		**Meeting Date:**	05/07/2013
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0239

Title

Approve Specifications and Authorize Publication of Advertisement for Sports Shirts for the Hattiesburg Police Department

Summary

Approve Specifications and Authorize Publication of Advertisement for Sports Shirts for the Hattiesburg Police Department

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, June 13, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies during the period beginning July 3, 2013 and ending March 31, 2015, to-wit:

SPORTS SHIRTS FOR THE HATTIESBURG POLICE DEPARTMENT

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, 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 7th day of May, 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: SPORTS SHIRTS FOR THE HATTIESBURG POLICE DEPARTMENT

Bidder shall bid on furnishing Sports Shirts for the Hattiesburg Police Department, which meet or exceed the following specifications, to-wit:

Vendor may bid on either Long Sleeve or Short Sleeve shirts, or both.

SHORT SLEEVE SHIRTS

Cornerstone #CS410 Men's and #CS411 Women's tactical shirts. 100% polyester. No substitutions. 100% cotton shirts are not acceptable.

LONG SLEEVE SHIRTS

Cornerstone #CS410LS tactical shirts. 100% polyester. No substitutions.

Short sleeve and long sleeve shirts are to be a tactical style shirt with permanent collar stay, microphone clip at the bottom of the button placket and a pen slot on the left sleeve.

Shirt colors: Black and navy blue

No screen printing.

Embroidery on front of shirt only. Lettering may include officer's rank and name on the right front side of the shirt and badge and division on the left front side of the shirt. Lettering to be silver or gold and the badge may be silver or gold with navy blue lettering.

Thermal Film lettering 1-3/4" on rear of shirt. Thread colors may be gold, silver, or royal blue, or a combination of each.

Sample of lettering for rear of shirt:

HATTIESBURG

POLICE

DETECTIVES

Sample shirt will be furnished to vendor.

Division sample names: N.E.T., STRIKE TEAM, DETECTIVES, K-9, INTERDICTION TEAM, VICTIM ADVOCATE, SPEC OPS, D.U.I., etc.

PACKING AND SHIPPING

Each order to be individually bagged or boxed with officer's name on outside of bag or box

Bag or box is to contain a packing slip to show items shipped or backordered.

WARRANTY

Manufacturer agrees to warrant to the original purchaser that the product will be free from defects in materials and workmanship for a period of one (1) year from date of purchase. The manufacturer agrees to repair or replace at its option any item determined to be defective. This warranty does not cover normal wear and tear, improper cleaning, and damage from chemicals, fire, misuse, accident or negligence. A complete copy of the manufacturer's warranty will be available upon request.

IMPORTANT: The City of Hattiesburg reserves the right to award separate bids for uniform items as listed herein. All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of bids received, vendors shall bid only on specified item(s) in unit(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 3, 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.

DELIVERY: F.O.B. 1 Government Plaza, Hattiesburg, Mississippi, as indicated on Purchase Order,

freight prepaid.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, June 13, 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
SPORTS SHIRTS FOR THE HATTIESBURG POLICE DEPARTMENT
SUBMITTED BY 10:00 A.M. JUNE 13, 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 7th day of May A. D., 2013.

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

HATTIESBURG POLICE DEPARTMENT

ITEM #16 - UNIFORMS FOR THE HATTIESBURG POLICE DEPARTMENT

SPORT SHIRTS (SHORT SLEEVE) PER SPECS - NO SUBSTITUTIONS	
SPORT SHIRTS (LONG SLEEVE) PER SPECS - NO SUBSTITUTIONS	
(EMBROIDERY FOR NET, DETECTIVE, H.I.T., K-9, CRIME SUPPRESSION TEAM, TRAFFIC,	
SMALL TO XLARGE	
XXLARGE	
XXXLARGE TO XXXXLARGE	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

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PUBLISHED by Order of the Council on this, the 7th day of May, 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R. Myers

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: SPORTS SHIRTS FOR THE HATTIESBURG POLICE DEPARTMENT

Bidder shall bid on furnishing Sports Shirts for the Hattiesburg Police Department, which meet or exceed the following specifications, to-wit:

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SUBMITTED BY 10:00 A.M. JUNE 13, 2013

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APPROVED on this, the 7th day of May A. D., 2013.

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

HATTIESBURG POLICE DEPARTMENT

ITEM #16 - UNIFORMS FOR THE HATTIESBURG POLICE DEPARTMENT

SPORT SHIRTS (SHORT SLEEVE) PER SPECS - NO SUBSTITUTIONS	
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(EMBROIDERY FOR NET, DETECTIVE, H.I.T., K-9, CRIME SUPPRESSION TEAM, TRAFFIC,	
SMALL TO XLARGE	
XXLARGE	
XXXLARGE TO XXXXLARGE	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

City of Hattiesburg, MS

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

Master

File Number: 2013-0249

File ID: 2013-0249 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 04/30/2013

Brief Title: Approve plans and specifications for the Airport Drainage & Safety Area Improvements Part Two project; Authorize advertisement for bids for same.

Final Action:

Minute Book Number: MB2013-139

Title:

Approve plans and specifications for the Bobby L. Chain Municipal Airport Runway 31 Drainage & Safety Area Improvements - Part Two (AIP No. 3-28-0031-0020-2013); Authorize advertisement for bids for same.

Notes: Estimated cost is $910,000.00
FAA Grant 90%
MDOT 5%
City 5%

Sponsors:

Enactment Date:

Attachments: Ad Airport Drainage Part 2, Runway_31_Drainage Plans, Runway_31_Drainage(Hattiesburg)_Specs[1], executed Ad Airport Drainage Part 2

Enactment Number:

Contact:

Meeting Date: 05/07/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0249

Title

Approve plans and specifications for the Bobby L. Chain Municipal Airport Runway 31 Drainage & Safety Area Improvements - Part Two (AIP No. 3-28-0031-0020-2013); Authorize advertisement for bids for same.

Summary

Approve plans and specifications for the Bobby L. Chain Municipal Airport Runway 31 Drainage & Safety Area Improvements - Part Two (AIP No. 3-28-0031-0020-2013);

Authorize advertisement for bids for same.

Budget Information
039551.7295.02

Expenditure Type
FAA Grant

Purchasing Item
Advertised Bids

Publication Information
Hattiesburg American and Clarion Ledger
May 10, 2013 & May 17, 2013

CONTRACT DOCUMENTS

SECTION A: ADVERTISEMENT FOR BIDDERS

Proof of Publication Required.

SEALED BIDS for construction of the following will be received by the City of Hattiesburg in the City Clerk's Office, City Hall, Hattiesburg, MS 39401 until 10:00 a.m. Central Time on June 13, 2013 for Hattiesburg-Bobby L. Chain Airport Runway 31 Drainage & Safety Area Improvements – Part 2, (AIP No. 3-28-0031-0020-2013) for the City of Hattiesburg.

This project shall generally consist of work which includes: earthwork, drainage and turfing.

Each bid shall generally be accompanied by a bid bond, certified check or cashier's check for an amount equal to five (5) percent of the total base bid.

Bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the Contract Documents are on file at the airport manager's office, 29 Academy Drive, Hattiesburg, MS 39401 and are open for public inspection.

Contract documents may be examined and secured by licensed contractors, sub-contractors, and material suppliers from ARE Consultants, Inc. at the Hattiesburg Bobby L. Chain Municipal Airport upon deposit of two Hundred Dollars ($200.00) per set for each set obtained. Direct questions to the Engineer at the Airport office (601) 544-8661 or at (318) 222-8252. The deposit will be refunded upon return of the drawings and specifications in good condition within ten (10) days after date of opening of bids.

Evidence that a Contractor holds a valid Mississippi Contractor's License must be presented prior to release of bidding documents and/or submittal of a bid proposal. The required classification is Highway, Street, and Bridge Construction.

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the specifications.

The following question will be asked of all bidders: "Has the bidder defaulted on a contract or ever been involved in litigation with a political subdivision of the State of Mississippi or any other state or country?" _____ YES _____NO If "YES," please supply full details.

The City of Hattiesburg reserves the right to reject any or all bids and to waive informalities.

The bids shall be presented in a sealed envelope marked:

Bobby L. Chain Airport
Runway 31 Drainage & Safety Area Improvements-Part 2
AIP No. 3-28-0031-0020-2013
for the City of Hattiesburg.

BID DATE: June 13, 2013, 10:00 a.m. Central Time

A mandatory pre-bid conference is scheduled for 11:30 a.m. Monday, June 3, 2013, in the Airport Conference Room, 29 Academy Drive, Hattiesburg, MS 39403.

Published by Order of the Council on the 7th day of May A.D. 2013

City of Hattiesburg, Mississippi

BY: _____
Eddie R. Myers, City Clerk and
Chief Administrative Officer

Publish on 5-10 and 5-17

City of Hattiesburg
Return PROOF to City Clerk's Office
P. O. Box 1898
Hattiesburg, MS 39403-1898

PLANS OF PROPOSED
HATTIESBURG
BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS - PART 2

HATTIESBURG, MISSISSIPPI
FORREST COUNTY

AIP NO. 3-28-0031-0020-2013

MARCH 2013

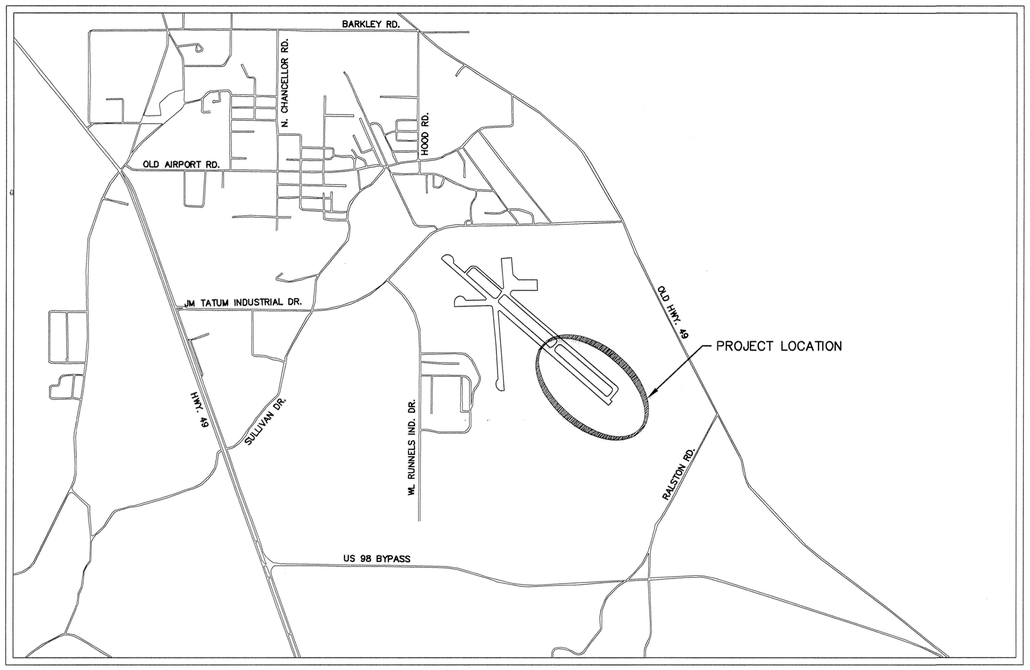
INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	LAYOUT PLAN
3	SUMMARY OF QUANTITIES & GENERAL NOTES
4	TYPICAL SECTIONS & SCOPE OF BIDS
5a-5b	AIRPORT SAFETY PLAN
6	GRADING PLAN
7	SUBSURFACE PIPE & UNDERDRAIN DRAINAGE PLAN
8	EROSION CONTROL PLAN
9	EROSION CONTROL DETAILS
10-17	CROSS SECTIONS

TYPE OF CONSTRUCTION: EXCAVATION & DRAINAGE

SCHEDULE OF REVISIONS

DATE	RECOMMENDED	DATE	REVISION	DATE	APPROVED



LOCATION MAP

MAYOR
JOHNNY L. DUPREE, PHD.

CITY COUNCIL
KIM BRADLEY, WARD 1
DEBORAH DELGADO, WARD 2
CARTER CARROLL, WARD 3
DAVE WARE, WARD 4
HENRY NAYLOR, WARD 5

AIRPORT DIRECTOR
BERT KUYRKENDALL

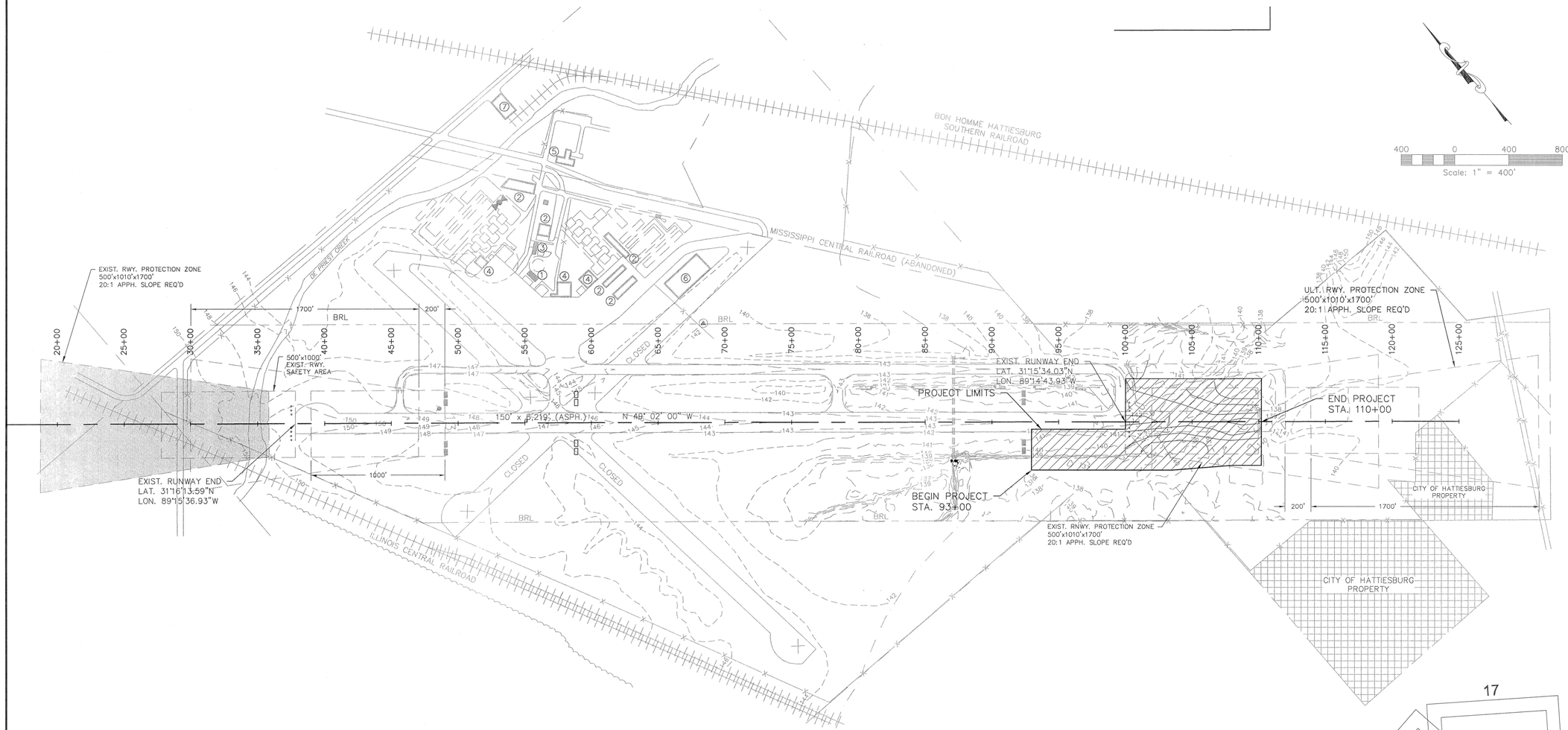
SUBMITTED BY:

CONSULTANTS
DESIGN & MANAGEMENT PROFESSIONALS
SHREVEPORT, LOUISIANA
HAMMOND, LOUISIANA

SANDRA DAVIS LICENSED PROFESSIONAL CIVIL ENGINEER 20710 STATE OF MISSISSIPPI

Sandra Davis, P.E. 4/25/13

SANDRA DAVIS, P.E.
P.E. No. 20710



RUNWAY DATA TABLE			
		13/31	13/31
		EXISTING	ULTIMATE
PAVEMENT STRENGTH		55(S), 70(D), 110(DT)	
PAVEMENT TYPE		ASPH.	
TOUCHDOWN ZONE ELEVATION (TDZE)		XXX	
RUNWAY LIGHTING		MIRL.	
RUNWAY MARKING		N.P.I.	
RUNWAY LENGTH		6219	
RUNWAY WIDTH		150'	
VISUAL APPROACH AIDS		13 - PAPI 31 - PAPI	
INSTRUMENT RUNWAY		v	
TORA TAKEOFF RUNWAY AVAILABLE		5099'	
TODA TAKEOFF DISTANCE AVAILABLE		6219'	
ASDA ACCELERATE STOP DIST. AVAIL.		5099'	
LDA LANDING DIST. AVAILABLE		5099'	
APPROACH VISIBILITY		X	
FAR PART 77 CATEGORY		X	
RUNWAY 13	LAT.	N31°16'13.59"	
END COORDINATES	LONG.	W89°15'36.93"	
RUNWAY 31	LAT.	N31°15'34.03"	
END COORDINATES	LONG.	W89°14'43.93"	

AIRPORT DATA TABLE			
		EXISTING	ULTIMATE
AIRPORT ELEVATION (M.S.L.)			
MEAN MAX. TEMP. (HOTTEST MONTH)		92.0° (JULY)	
NAVIGATIONAL AIDS		BEACON/NDB	
AIRPORT REFERENCE POINT (ARP)	LAT.		
	LONG.		
AIRPORT REFERENCE CODE		C-II	
NPIAS SERVICE LEVEL		a	

BUILDING TABLE	TOP ELEV.
1 ADMINISTRATION BLDG.	154'
2 HANGAR	164'
3 FIRE & CRASH BLDG.	154'
4 F.B.O. BLDG.	174'
5 ARMY RESERVE CENTER	156'
6 MILLER - PICKING CONC. BLK. BLDG.	179'
7 PERMA COAT BLDG.	154'

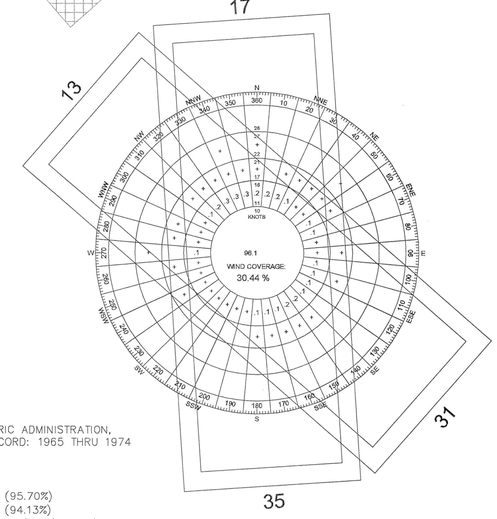
* PENETRATES 7:1 TRANSITIONAL SURFACE

LEGEND TABLE		
	EXISTING	ULTIMATE
PROPERTY LINE		
SECTION LINE		
OBJECT FREE AREA (OFA)		
BUILDING RESTRICTION LINE (BRL)		
RUNWAY SAFETY AREA (RSA)/RUNWAY PROTECTION ZONE (RPZ)		
AIRFIELD PAVEMENT		
BUILDING		
AIRPORT PERIMETER FENCE		
DITCH		
POWER POLE		
ROTATING BEACON		
LIGHTED WIND CONE W/SEGMENTED CIRCLE		
RUNWAY END IDENTIFICATION LIGHTS (REIL'S)		
RUNWAY THRESHOLD LIGHTS		
PRECISION APPROACH PATH INDICATORS		
ELECTRICAL VAULT		
NDB		
GROUND CONTOUR		
RPZ AREA		
GUIDANCE SIGN		
AUTOMATED WEATHER OBSERVATION SYSTEMS (A.W.O.S.)		
LIGHTED WIND TEE		
STORM DRAINAGE		

SOURCE:
NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION, MOBILE, ALABAMA PERIOD OF RECORD: 1965 THRU 1974 (29,205 OBSERVATIONS)

WIND COVERAGE:
(15 MPH, ALL WEATHER): 13/31: (95.70%)
(12 MPH, ALL WEATHER): 13/31: (94.13%)
(15 MPH, RESTRICTED VISIBILITY): 13/31: (96.88%)

NOTE: WIND COVERAGE ANALYSIS IS DUPLICATED FROM EXISTING AIRPORT LAYOUT PLAN.



ALL WEATHER WINDROSE

LAYOUT PLAN

RUNWAY 31 DRAINAGE & SAFETY AREA IMPOVEMENTS - PART 2
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

Design & Management Professionals
Aviation - Civil Engineering
Education & Development
ARE AIR REUNION CONSULTANTS
Shreveport, Louisiana
800 Spring Street, Suite 214 Shreveport, LA 71101 • Telephone: (318) 222-8252 • Facsimile: 222-8251

SANDRA DAVIS
LICENSED PROFESSIONAL
CIVIL ENGINEER
20710
STATE OF MISSISSIPPI

Date:	3/2013
Scale:	1"=400'
Drawn:	K.D.B.
Checked:	S.A.D
A R E Job Number:	13-0219
Sheet No.:	2
Drawing File:	

SUMMARY OF QUANTITIES

BID SCHEDULE				
SAFETY AREA IMPROVEMENTS – PART 2				
ITEM NO.	ITEM	QUANTITY (BASE BID)	QUANTITY (ADDITIVE ALTERNATE)	UNIT
P-151	CLEARING & DEMOLITION	1		LUMP SUM
P-152.4.1	UNCLASSIFIED EXCAVATION	9,000	5,000	C.Y.
P-152.4.2	EMBANKMENT IN PLACE	31,000	2,200	C.Y.
D-705-5.1(C)	6" POLY (VINYL CHLORIDE) RIBBED DRAIN PIPE		435	L.F.
D-705-5.5(B)	6" UNDERDRAIN COMPLETE (INCLUDING POROUS BACKFILL & FILTER FABRIC)	2,265	1,230	L.F.
T-901-5.1	TURFING (SEED, FERTILIZER & MULCH)	10	3	ACRE
S001	MOBILIZATION	1		LUMP SUM
S004	ADJUST HEIGHT OF LIGHTS	6		EACH
S005	CONSTRUCTION LAYOUT	1	1	LUMP SUM
S007	CELLULAR CONCRETE BLOCK EROSION CONTROL	1800		S.Y.

GENERAL NOTES

1. CALL MISSISSIPPI ONE-CALL AT 811 OR 1-800-227-6477 AND UTILITY COMPANIES.
2. CONTRACTOR SHALL FIELD VERIFY LOCATION AND GRADE OF ALL PROPOSED IMPROVEMENTS. CONFLICTS OR DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
3. CONTRACTOR SHALL REPAIR DAMAGE TO EXISTING PAVEMENT, WALKS AND OTHER FACILITIES CAUSED BY CONSTRUCTION AT NO ADDITIONAL PAY.
4. ALL REQUIRED CONSTRUCTION SIGNS, BARRICADES, AND WORK ZONE TRAFFIC CONTROL SHALL COMPLY WITH FEDERAL AVIATION ADMINISTRATION REQUIREMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL DISTURBED EARTH AREAS TO AN EQUAL OR BETTER CONDITION THAN THE EXISTING GROUND COVER PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR IS TO IMPLEMENT BEST-MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES TO CONTROL RUNOFF FROM CONSTRUCTION. CONTRACTOR SHALL SUPPLY AND INSTALL SILT FENCES, HAY BALES, CHECK DAMS, SILTING BASINS, OR A COMBINATION THEREOF, TO COMPLY WITH EPA AND STATE OF MISSISSIPPI STORM-WATER REGULATIONS AND / OR AT THE FIELD ENGINEER'S DIRECTION.
7. ALL EXCESS EXCAVATION AND DEBRIS CREATED BY CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR. CONTRACTOR SHALL KEEP ALL ADJACENT PUBLIC STREETS AND DRIVEWAYS FREE OF MUD AND OTHER DEBRIS DURING CONSTRUCTION.
8. ANY SALVAGEABLE MATERIAL DEEMED USABLE BY THE FIELD ENGINEER WILL BE USED IN LIEU OF BORROW EXCAVATION TO BUILD EMBANKMENTS.

GRADING NOTES

1. TOP SOIL IS TO BE STRIPPED AND STOCKPILED IN AMOUNTS NECESSARY TO COMPLETE FINISH GRADING OF ALL EXPOSED AREAS REQUIRING TOPSOIL FOR THE ESTABLISHMENT OF VEGETATION.
2. FILL MATERIAL IS TO BE FREE OF BRUSH, RUBBISH, ROCKS, LOGS, AND STUMPS, IN AMOUNTS THAT WILL BE DETRIMENTAL TO CONSTRUCTING STABLE FILLS.
3. CUT SLOPES WHICH ARE TO BE TOPSOILED WILL BE SCARIFIED TO A MINIMUM DEPTH OF 3 INCHES PRIOR TO PLACEMENT OF TOPSOIL.
4. MAXIMUM THICKNESS OF LAYERS OF FILLS ARE NOT TO EXCEED 8 INCHES.
5. ALL AREAS ARE TO BE ROUGH GRADED TO WITHIN 0.2 FEET OF THE PLANNED ELEVATION AFTER ALLOWANCE HAS BEEN MADE FOR THICKNESS OF TOPSOIL, PAVING OR OTHER INSTALLATIONS.
6. ALL DISTURBED AREAS SHALL BE LEFT IN A WELL DRAINED, NEAT AND FINISHED APPEARANCE.

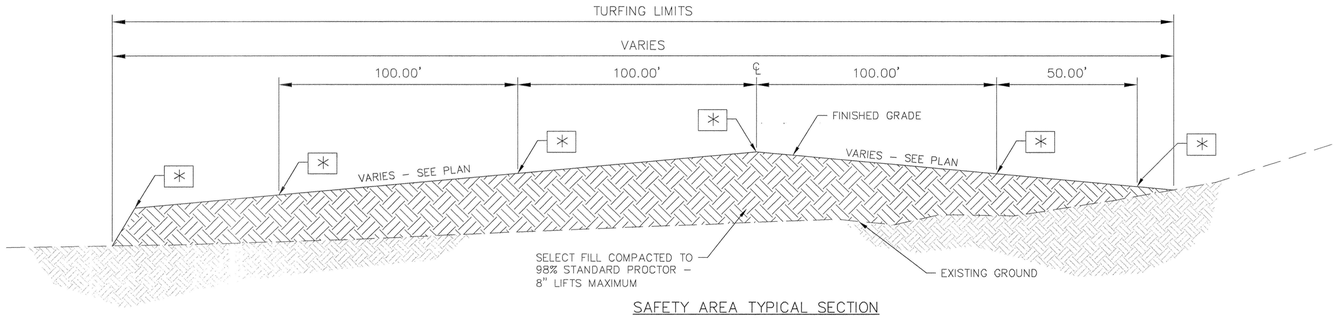
SUMMARY OF QUANTITIES & GENERAL NOTES

RUNWAY 31 DRAINAGE & SAFETY AREA IMPOVEMENTS - PART 2
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

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Shreveport, Louisiana
Telephone: (318) 222-8252 • Facsimile: 222-8251
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800 Spring Street, Suite 214 Shreveport, LA 71101 •

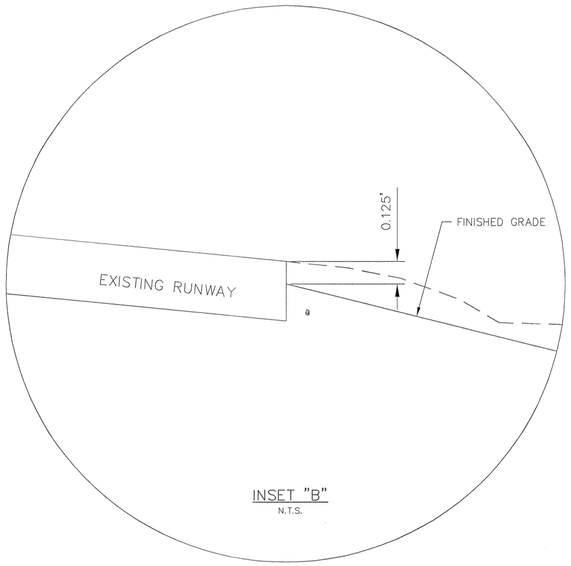
SANDRA DAVIS
LICENSED PROFESSIONAL
CIVIL ENGINEER
20710
STATE OF MISSISSIPPI
4/25/13

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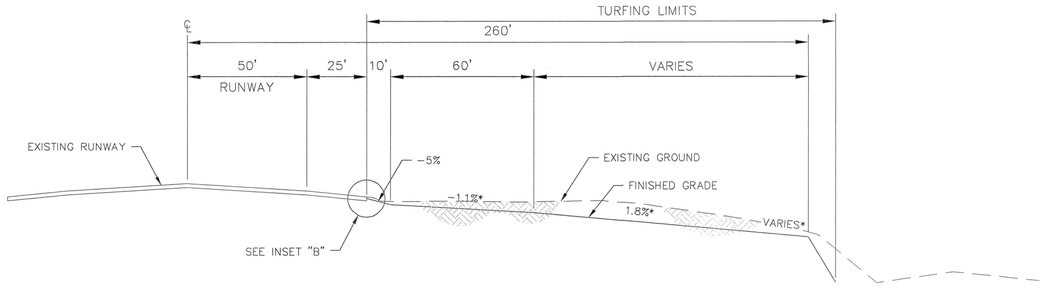


SAFETY AREA TYPICAL SECTION
N.T.S.

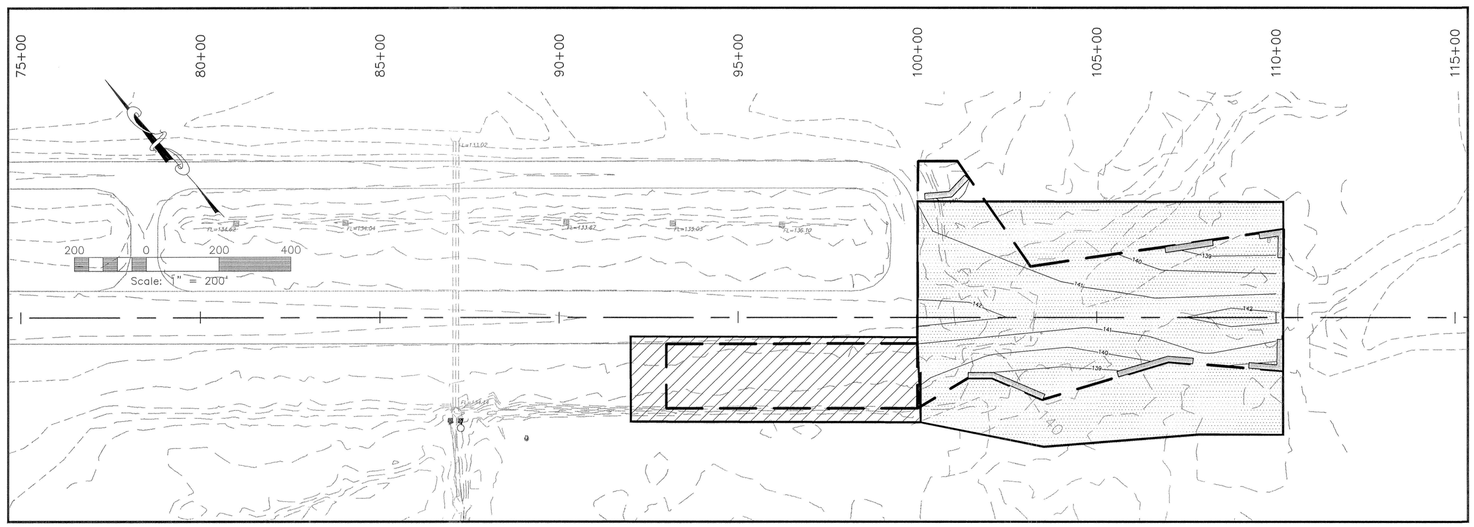
✳ ELEVATIONS VARY. SEE GRADING PLAN ON SHEET 6



INSET "B"
N.T.S.



SHOULDER TYPICAL SECTION
N.T.S.



BID LEGEND

- BASE BID
- ALTERNATE NO. 1

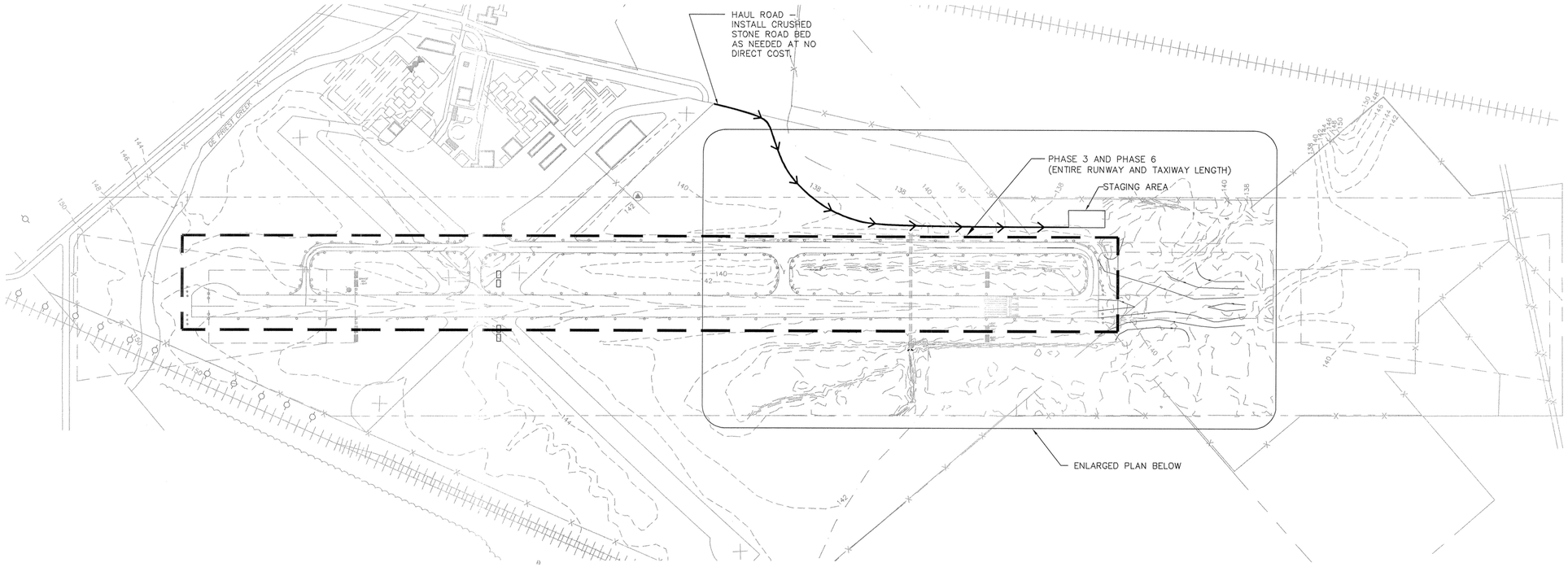
TYPICAL SECTIONS & SCOPE OF BIDS

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Scale: 1" = 400'

OVERALL PLAN

CONSTRUCTION SEQUENCE (PHASE)

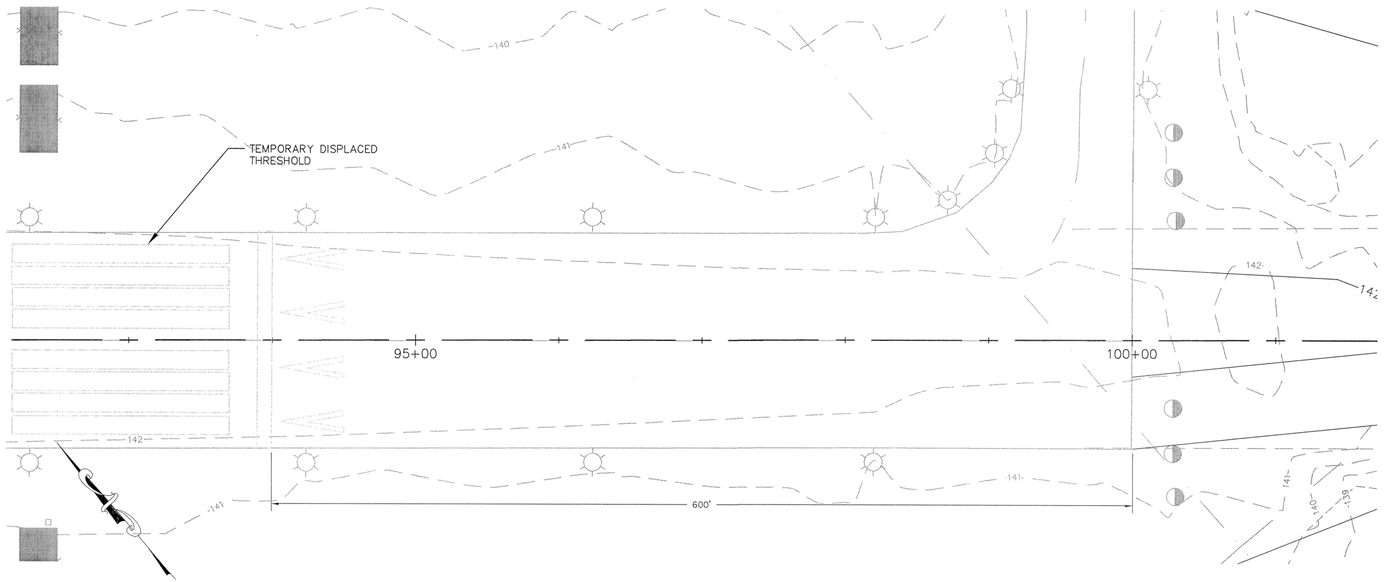
1. ESTABLISH CONTRACTOR STAGING AREA. MOBILIZE ALL EQUIPMENT. INSTALL EROSION CONTROL. INSTALL TEMPORARY THRESHOLD MARKINGS.
2. COMPLETE GRADING WITHIN 300 FEET OF RUNWAY END IN NO MORE THAN 35 DAYS.
3. CLOSE MAIN RUNWAY. OPEN TEMPORARY RUNWAY ON PARALLEL TAXIWAY.
4. REMOVE DISPLACED THRESHOLD.
5. COMPLETE GRADING IMPROVEMENTS AND INSTALLATION OF DRAINAGE ITEMS IN RUNWAY SAFETY AREA.
6. CLEANUP AND REMOVAL OF EROSION CONTROL AFTER PERMANENT EROSION CONTROL IS ESTABLISHED.

SEEDING, FERTILIZING & MULCHING NOTES:

NOTE:
THE CONTRACTOR SHALL MEET WITH AIRPORT OPERATIONS PERSONNEL PRIOR TO COMMENCING CONSTRUCTION TO IDENTIFY ONSITE UTILITIES AND OWNERSHIP OF UTILITIES FOR FUTURE LOCATION PURPOSES. THE CONTRACTOR IS RESPONSIBLE FOR DETAILED UTILITIES LOCATION IN ALL WORK AREAS.

1. STORAGE, HANDLING, TRANSPORTATION AND DISTRIBUTION WILL BE AS DIRECTED BY FIELD ENGINEER.
2. NO STRAW OR HAY SHALL BE ALLOWED TO BLOW AWAY FROM THE WORK AREAS OR ONTO THE RUNWAY.
3. ALL AIRPORT EQUIPMENT SHALL BE CLEANED OF ANY TURFING MATERIAL THE SAME DAY AS DIRECTED BY FIELD ENGINEER.

BUILDING TABLE	LEGEND TABLE		
		EXISTING	ULTIMATE
	PROPERTY LINE		
	SECTION LINE		
	OBJECT FREE AREA (OFA)		
	BUILDING RESTRICTION LINE (BRL)		
	RUNWAY SAFETY AREA (RSA)/RUNWAY PROTECTION ZONE (RPZ)		
	AIRFIELD PAVEMENT		
	BUILDING		
	HOGWIRE FENCE		
	DEER FENCE		
	CHAIN-LINK FENCE		
	ROTATING BEACON		
	LIGHTED WIND CONE W/SEGMENTED CIRCLE		
	RUNWAY END IDENTIFICATION LIGHTS (REIL'S)		
	RUNWAY THRESHOLD LIGHTS		
	PRECISION APPROACH PATH INDICATORS		
	ELECTRICAL VAULT		
	NDB		
	GROUND CONTOUR		
	RPZ AREA		
	GUIDANCE SIGN		
	AUTOMATED WEATHER OBSERVATION SYSTEMS (A.W.O.S.)		
	LIGHTED WIND TEE		
	TAXIWAY INDICATOR LIGHT		



50 0 50 100

Scale: 1" = 50'

ENLARGED PLAN

AIRPORT SAFETY PLAN

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CONSTRUCTION CONTROL AND SAFETY NOTES

1. AT THE TIME OF THE PLACING OF THE DISPLACED THRESHOLD THE CONTRACTOR SHALL COORDINATE WITH THE AIRPORT MANAGER OR HIS DESIGNATED REPRESENTATIVE FOR POSTING OF NOTAMS TO THE FAA AND FLIGHT SERVICES.

2. THE CONTRACTOR SHALL BECOME FAMILIAR WITH ALL REQUIREMENTS APPLICABLE TO AIRPORT CONSTRUCTION AND COOPERATE WITH THE ENGINEER IN MAINTAINING A SAFE CONSTRUCTION SITE.

3. IT IS A GENERAL REQUIREMENT OF THIS PROJECT THAT THE CONTRACTOR BECOME FAMILIAR WITH ALL SECURITY ASPECTS AND RECOGNIZES THAT FROM TIME-TO-TIME THE OWNER MAY REVISE OR MODIFY THIS PROGRAM TO ENSURE SAFETY OR TO MEET FEDERAL REGULATIONS.

4. WHERE SECURITY GATES ARE TO BE INSTALLED OR USED PRIMARILY BY THE CONTRACTOR, SPECIFIC GUIDELINES MUST BE FOLLOWED.

5. THE CONTRACTOR WILL STRICTLY CONFINE THE ACTIVITIES OF ALL PERSONNEL AND EQUIPMENT TO THE WORK AREAS INDICATED FOR THIS CONTRACT.

6. THE SAFETY OF THE PROJECT IS THE ULTIMATE RESPONSIBILITY OF THE CONTRACTOR AND THIS KNOWLEDGE MUST BE DEMONSTRATED BY SUBMITTING A SCHEDULE AND DETAILED SAFETY PLAN USING THIS DOCUMENT AS A MINIMUM GUIDELINE FOR APPROVAL BY THE CONSULTING ENGINEER BEFORE CONSTRUCTION.

7. THE FIELD ENGINEER RESERVES THE RIGHT TO MODIFY THESE SAFETY GUIDELINES AS DEEMED NECESSARY TO HOLD AIRPORT/AIRCRAFT SAFETY AND QUALITY CONTROL TO THE HIGHEST STANDARD.

8. THE CONTRACTOR SHALL PAY PARTICULAR ATTENTION TO THE DUST AND SMOKE CONTROL REQUIREMENTS OF THIS CONTRACT. THE OPERATIONS OF RUNWAYS, TAXIWAYS, AND ASSOCIATED NAVAIDS ARE ESPECIALLY SENSITIVE TO DUST AND SMOKE. THE ENGINEER RESERVES THE RIGHT TO STOP GRADING, HAULING, OR OTHER WORK IF NECESSARY TO BRING UNDER CONTROL THE DUST OR SMOKE SITUATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST AND SMOKE CONTROL WITHIN THE CONSTRUCTION LIMITS AS WELL AS ALONG ANY ROADWAYS USED BY EQUIPMENT AND VEHICLES. FAILURE TO CONTROL DUST AND SMOKE MAY RESULT IN PROJECT SUSPENSION WITH NO ADDITIONAL COMPENSATION OR ADDED TIME.

9. ALL TRAFFIC WILL BE STRICTLY DIRECTED TO NOT TRAVEL ON THE RUNWAY PAVEMENT.

10. THE CONTRACTOR SHALL FULLY MOBILIZE A SUFFICIENT NUMBER OF WATER TRUCKS ON SITE. THESE WATER TRUCKS WILL BE USED CONTINUOUSLY FOR DUST CONTROL, AS ASSOCIATED NAVAIDS ARE ESPECIALLY SENSITIVE TO DUST; ALL WATERING WILL BE DIRECTED BY THE CONTRACTOR AND OVERSEEN BY THE FIELD ENGINEER.

11. THE MOISTURE CONTENT OF THE EMBANKMENT IN PLACE WILL REQUIRE CONTINUOUS MODIFICATION FOR OBTAINING THE REQUIRED DENSITY AND ALSO FOR DUST CONTROL.

12. THE CONTRACTOR IS RESPONSIBLE FOR SECURING THE AIRPORT AT NIGHT AND ENSURING BARRICADES ARE IN PLACE AND LIGHTS ARE FUNCTIONING.

13. ALL SYSTEMS TESTING MUST BE SUPERVISED OR APPROVED BY THE FIELD ENGINEER.

14. THE LOCATION AND SIZE OF THE CONTRACTOR'S STAGING AREAS IS SHOWN FOR REFERENCE ONLY. THE ACTUAL SIZE AND EXACT LOCATION WILL BE ESTABLISHED PRIOR TO CONSTRUCTION. THE FOLLOWING REQUIREMENTS WILL APPLY, HOWEVER:

    A. ALL OF THE CONTRACTOR'S ACTIVITY WILL BE STAGED FROM THIS AREA. ALL FIELD OFFICE AND EMPLOYEE PARKING WILL BE WITHIN THE STAGING AREA OUTSIDE THE AIRPORT SECURITY AS SHOWN.

    B. FENCING AROUND THE PROPOSED STAGING AREA IS SUGGESTED BUT NOT MANDATORY. SUCH FENCING SHALL BE CONSIDERED TEMPORARY AND WILL NOT BE MEASURED FOR PAYMENT.

    C. THE CONTRACTOR MAY DO SOME GRADING AND DRAINAGE WORK TO ADAPT THE AREA TO SPECIFIC NEEDS. UPON COMPLETION OF THE WORK, HOWEVER, THE AREA WILL BE DRESSED, SEEDED, AND RESTORED TO ITS CONDITION PRIOR TO CONSTRUCTION ACTIVITIES.

    D. THE CONTRACTOR SHALL SUBMIT A DETAILED PLAN LAYOUT OF THE STAGING AREA TO THE ENGINEER FOR REVIEW AND APPROVAL.

    E. THE CONTRACTOR SHALL PROVIDE SIGNS, FABRICATED IN A COMMERCIAL SIGN SHOP, INDICATING THE NAME OF THE CONTRACTOR AND A MESSAGE DIRECTING ALL MATERIAL DELIVERIES TO THE STAGING AREA. THESE SIGNS SHALL BE LOCATED AT THE ENTRANCE TO THE STAGING AREA OFF THE PUBLIC ROADWAY. THE COST OF FABRICATING AND ERECTION OF THESE SIGNS SHALL BE INCLUDED IN OTHER ITEMS.

15. **PER THE FAA, PROVIDE AT LEAST 48 HOURS NOTICE TO THE AIRPORT MANAGER WHEN THERE IS A NEEDED NOTAM (NOTICE TO AIRMEN).**

OPERATIONS PLAN OUTLINE

ALL WORK DESCRIBED ON THE CONSTRUCTION OPERATIONS PLAN OUTLINE IS INCIDENTAL.

A. PROJECT DESCRIPTION: EXCAVATION, DRAINAGE, ELECTRICAL ADJUSTMENT

THE PROPOSED DURATION OF THE PROJECT IS 120 CALENDAR DAYS. SEE SPECIAL PROVISION 21 FOR FURTHER SAFETY INFORMATION.

B. RUNWAY LIGHTING

THE THRESHOLD WILL ONLY BE DISPLACED FOR 35 DAYS. THE CONTRACTOR SHALL ADVISE THE AIRPORT MANAGER AND THE ENGINEER AT LEAST 48 HOURS IN ADVANCE OF ANY PROPOSED CONSTRUCTION ACTIVITY SO THE NECESSARY NOTAMS CAN BE ISSUED.

C. WORK IN RUNWAY AND TAXIWAY SAFETY AREAS, OFZ'S AND OFA'S

THE DISPLACED THRESHOLD MARKINGS ARE TO BE CONSTRUCTED OF PLYWOOD OR OTHER FLAT MATERIALS WHICH SHALL BE SECURELY FASTENED TO PAVEMENT AND/OR ADEQUATELY WEIGHTED WITH SAND BAGS.

D. NAVAIDS THAT COULD BE AFFECTED

THE CONTRACTOR IS RESPONSIBELE TO AVOID DAMAGE TO AND OBSTRUCTION OF THE PRECISION APPROACH PATH INDICATORS. IF IT BECOMES NECESSARY TO SHUT DOWN EXISTING NAVAIDS, ONLY PLANNED SHUTDOWNS APPROVED BY THE AIRPORT MANAGER WILL BE ALLOWED.

E. METHODS OF SEPARATING VEHICLES AND PEDESTRIAN CONSTRUCTION TRAFFIC FROM THE AIRPORT MOVEMENT AREAS

BARRICADES, CONES AND BARRELS SHALL BE PLACED TO PREVENT ANY AIRCRAFT FROM ENTERING CONSTRUCTION AREAS AND TO PREVENT CONSTRUCTION VEHICLES FROM ENTERING AREAS OF AIRCRAFT ACTIVITY. AT A MINIMUM, VEHICLES OPERATED ON THE AIRPORT PROPERTY SHALL BE MARKED WITH ORANGE AND WHITE FLAGS OR FLASHING YELLOW BEACONS DURING DAYLIGHT HOURS. DURING HOURS OF DARKNESS OR LOW VISIBILITY, THEY SHALL BE MARKED WITH AT LEAST YELLOW BEACONS. ALL BARRICADES, SIGNS AND OTHER SAFETY DEVICES AND PROCEDURES SHALL BE IN ACCORDANCE WITH CONTRACT SPECIFICATIONS, PROJECT PLANS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.

F. PROCEDURES AND EQUIPMENT, SUCH AS BARRICADES TO DELINEATE CLOSED CONSTRUCTION AREAS FROM THE AIRPIORT OPERATIONAL AREAS, AS NECESSARY

THE CONTRACTOR SHALL COORDINATE WITH THE AIRPORT MANAGER THE AREAS THAT ARE TO BE BARRICADED TO DELINEATE THE CLOSED AREAS OF THE RUNWAY AND KEEP TRAFFIC OFF THE APRON AND TAXIWAYS AS MUCH AS POSSIBLE. THESE AREAS WILL BE DELINEATED WITH THE REQUIRED BARRICADES, CONES AND BARRELS.

G. LIMITATIONS ON CONSTRUCTION

THE CONTRACTOR SHALL LIMIT HIS OPERATIONS TO THE CONSTRUCTION AREAS SHOWN IN THE PLANS. ALL OTHER AREAS OF THE AIRPORT ARE RESTRICTED. THE CONTRACTOR SHALL RECEIVE PERMISSION FROM THE AIRPORT MANAGER OR HIS AUTHORIZED AGENT PRIOR TO WORKING OR TRAVELING IN UNAUTHORIZED AREAS OF THE AIRPORT.

H. REQUIRED COMPLIANCE OF CONTRACTOR PERSONNEL WITH ALL AIRPORT SAFETY AND SECURITY MEASURES.

ACCESS TO THE AIRPORT BY THE CONTRACTOR, SUBCONTRACTORS AND ENGINEER IS LIMITED TO THE LOCATION(S) AS DIRECTED BY THE AIRPORT MANAGER. ACCESS TO THE EXISTING APRON WILL BE STRICTLY LIMITED AND CONTROLLED AND SHALL BE STRICTLY ON AN AS-NEEDED BASIS.

I. LOCATION OF STOCKPILED CONSTRUCTION MATERIALS, CONSTRUCTION SITE PARKING AND ACCESS AND HAUL ROADS AND OTHER ACTIVITIES ON THE AIRPORT BY THE CONTRACTOR, SUBCONTRACTORS AND ENGINEER SHALL BE COORDINATED WITH AND APPROVED IN ADVANCE BY THE AIRPORT MANAGER OR HIS AUTHORIZED AGENT. ACCESS TO THE RUNWAY WILL BE STRICTLY LIMITED AND CONTROLLED AND SHALL BE STRICTLY ON AN AS-NEEDED BASIS. THE LOCATION OF THE STAGING AREA WILL BE FINALIZED AT THE PRECONSTRUCTION MEETING WITH THE APPROVAL OF THE AIRPORT MANAGER, ENGINEER AND FAA. EQUIPMENT MAINTENANCE, FUEL STORAGE AND OTHER ACTIVITIES OF THE CONTRACTOR CONDUCTED ON AIRPORT PROPERTY WHICH MAY DIRECTLY OR INDIRECTLY IMPACT AIR OPERATIONS OR SAFETY SHALL BE SUBJECT TO REVIEW OF THE AIRPORT MANAGER. THE AIRPORT MANAGER SHALL HAVE THE AUTHORITY TO REQUIRE THE CONTRATOR TO TAKE REASONABLE PRECAUTIONS TO PROTECT THE INTEREST OF THE CITY OF HATTIESBURG AND THE USERS OF THE BOBBY L. CHAIN MUNICIPAL AIRPORT. CONTRACTOR STORAGE YARD AND FIELD OFFICES/TRAILERS SHALL BE LOCATED AS DIRECTED BY THE AIRPORT MANAGER.

J.VEHICLE IDENTIFICATION

ALL VEHICLES THAT ARE ASSOCIATED WITH THE CONTRACTOR & SUBCONTRACTORS SHALL BE MARKED SO THAT THE AIRPORT MANAGER CAN READILY IDENTIFY SUCH VEHICLES.

K.TRENCHES AND EXCAVATIONS AND COVER REQUIREMENTS

SHOULD THE CONTRACTOR DISTURB ANY OF THE SAFETY AREAS (TOFA OR AOFA) BEYOND THE SCOPE OF THE CONSTRUCTION AREA,IT SHALL BE REPAIRED AT NO COST TO THE OWNER.

L. EMERGENCY NOTIFICATION PROCEDURES FOR MEDICAL AND POLICE RESPONSE

BOBBY L. CHAIN MUNICIPAL AIRPORT HAS 911 RESPONSE FOR ANY MEDICAL AND POLICE RESPONSE AT THE AIRPORT.

M. USE OF TEMPORARY VISUAL AIDS

NO AIRPORT LIGHTING WILL BE OPERATIONAL AT BOBBY L. CHAIN DURING THE 20 DAY PERIOD THAT THE RUNWAY IS CLOSED. THE ONLY VISUAL AIDS FOR VEHICLES WILL BE THE USE OF THE LIGHTED BARRICADES.

N. FOREIGN OBJECT DEBRIS (FOD) CONTROL PROVISIONS

ALL EXCAVATED MATERIAL, DEBRIS, ETC., SHALL BE CLEANED FROM THE SITE AT LEAST DAILY AND MORE OFTEN IF REQUIRED BY THE AIRPORT MANAGER OR ENGINEER. TO CONTROL DUST AND/OR BLOWING DEBRIS, ANY SOIL, DEBRIS OR LOOSE MATERIAL ON THE APRON OR TAXIWAYS SHALL IMMEDIATELY BE SWEPT UP OR PICKED UP AND REMOVED.

O. HAZARDOUS MATERIAL (HAZMAT) MANAGEMENT

THE CONTRACTOR SHALL COMPLY WITH ALL EPA REGULATIONS. THE CONTRACTOR SHALL HAVE A SPILL PREVENTION CONTROL PLAN IN PLACE FOR ANY FUELING OF CONSTRUCTION VEHICLES ON SITE AS WELL AS ANY OTHER MATERIALS THAT MAY REQUIRE A SPILL PREVENTION CONTROL PLAN.

P. NOTAM ISSUANCE.

THE CONTRACTOR SHALL ADVISE THE AIRPORT MANAGER AND THE ENGINEER 48 HOURS IN ADVANCE OF ANY PROPOSED CONSTRUCTION ACTIVITIES SO THE NECESSARY NOTAM WHICH SPECIFICALLY DETAILS THE RUNWAY CLOSURE OR THRESHOLD RELOCATION AND STATING THAT MEN AND EQUIPMENT ARE ON THE RUNWAY AND MAY BE ON TRAVEL ROUTES ON THE APRON. THE AIRPORT MANAGER FOR THIS PROJECT IS CHIP GIBSON, 601-549-4740. ALL NOTAM'S REQUIRED DURING CONSTRUCTION SHALL BE FILED BY THE AIRPORT MANAGER OR HIS AUTHORIZED AGENT.

Q. INSPECTION REQUIREMENTS.

THE CONTRACTOR SHALL INSPECT, ON A DAILY BASIS, BARRICADES, CONES, BARRELS AND FLASHERS PRIOR TO WORK COMMENCING AND PRIOR TO LEAVING THE PROJECT SITE.THE CONTRACTOR IS REQUIRED TO CHECK AND ENSURE THAT ALL CONSTRUCTION ACCESS GATES AND OPENINGS IN FENCES ARE CLOSED, LOCKED AND SECURED PRIOR TO LEAVING THE JOB SITE EACH DAY.

R. PROCEDURES FOR LOCATING AND PROTECTING EXISTING UNDERGROUND UTILITIES, CABLES, WIRES, PIPELINES AND OTHER UNDERGROUND FACILITIES IN EXCAVATION AREAS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING MISSISSIPPI ONE CALL AND THE APPROPRIATE COMPANIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ATTEMPT TO LOCATE THE SPONSOR'S AND/OR FAA'S UNDERGROUND CABLES PRIOR TO CONSTRUCTION. DAMAGE TO UNDERGROUND CABLES BY THE CONTRACTOR WILL REQUIRE REPLACEMENT BY THE CONTRACTOR AT NO COST TO THE SPONSOR. ANY SPLICING OR REPLACING OF DAMAGED CABLE SHALL MEET CURRENT FAA SPECIFICATIONS.

S. PROCEDURES FOR CONTACTING RESPONSIBLE REPRESENTATIVES/POINTS OF CONTACT FOR ALL INVOLVED PARTIES

THE CONTRACTOR SHALL PROVIDE THE NAME AND PHONE NUMBER OF A RESPONSIBLE PERSON THAT MAY BE REACHED 24 HOURS A DAY FOR ANY ISSUE THAT MAY ARISE AT ANYTIME. THIS NAME AND NUMBER SHALL BE POSTED ON A BULLETIN BOARD ON THE PROJECT. THIS INFORMATION WILL ALSO BE INCLUDED IN THE CONSTRUCTION OPERATIONS PLAN THAT IS DISTRIBUTED TO THE AIRPORT MANGER, ENGINEER AND FAA. THE AIRPORT MANAGER WILL ALSO PROVIDE A PHONE NUMBER THAT THE CONTRACTOR MAY CALL FOR ANY ISSUES THAT MAY ARISE.

T. VEHICLE OPERATION TRAINING

ALL INDIVIDUALS THAT OPERATE VEHICLES ON THE PROJECT SHALL BE PROPERLY TRAINED IN THE USE OF THE EQUIPMENT THAT THEY MAY BE OPERATING, ALL INDIVIDUALS WHO OPERATE VEHICLES IN THE AIR OPERATIONS AREA OF THE AIRPORT SHALL COMPLY WITH THE AIRPORTS OWNER'S RULES AND REGULATIONS FOR VEHICLE MARKING AND OPERATION.

U.PENALTY PROVISIONS FOR NONCOMPLIANCE WITH AIRPORT RULES AND REGULATIONS AND THE SAFETY PLAN

IF AT ANY POINT A SAFETY VIOLATION IS NOTED, ALL CONSTRUCTION ACTIVITIES IN THE AREA OF THE VIOLATION WILL BE IMMEDIATELY TERMINATED. BEFORE CONSTRUCTION CAN BEGIN, THE CONTRACTOR WILL PROVIDE A WRITTEN STATEMENT DEMONSTRATING TO THE OWNER THAT THE CONSTRUCTION CAN ONCE AGAIN OCCUR WITHOUT VIOLATIONS TO THE SAFETY PROCEDURES. THE CONTRACTOR IS NOT ELIGIBLE FOR ADDITIONAL COMPENSATION OR TIME FOR THE DOWN TIME OR ANY OTHER CLAIM WHEN CONSTRUCTION IS TERMINATED DUE TO SAFETY VIOLATIONS.

THE AIRPORT MANAGER OR AUTHORIZED AGENT CAN SUSPEND CONSTRUCTION ACTIVITIES AT ANY TIME DURING WHICH THEY NOTE SAFETY VIOLATIONS.

THE DUTY OF THE ENGINEER OR OWNER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, OR NEAR THE CONSTRUCTION SITE.

IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND WILL NOT BE LIMITED TO NORMAL WORKING HOURS.

V. ANY SPECIAL CONDITIONS THAT AFFECT THE OPERATION OF THE AIRPORT AND WILL REQUIRE A PORTION OF THE SAFETY PLAN TO BE ACTIVATED

THE CONTRACTOR SHOULD MONITOR ANY WEATHER CONDITIONS, UNEXPECTED EMERGENCIES AND OTHER ELEMENTS THAT MAY CAUSE

SAFETY ON THE PROJECT TO BE JEOPARDIZED. SHOULD ANY ELEMENTS CAUSE POTENTIAL SAFETY COMPLIANCE CONCERNS THE SAFETY PLAN SHOULD BE FOLLOWED.

AIRPORT SAFETY PLAN

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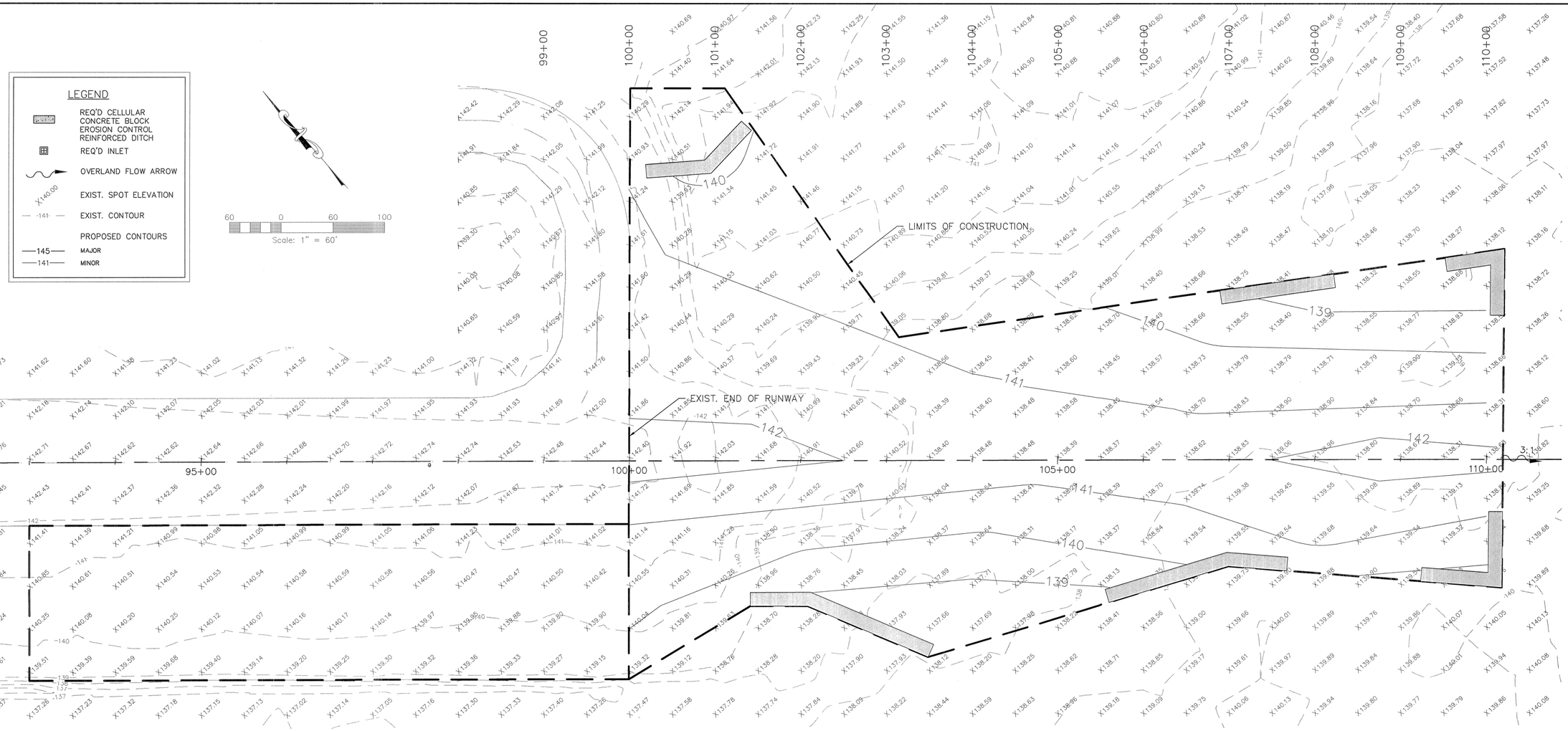
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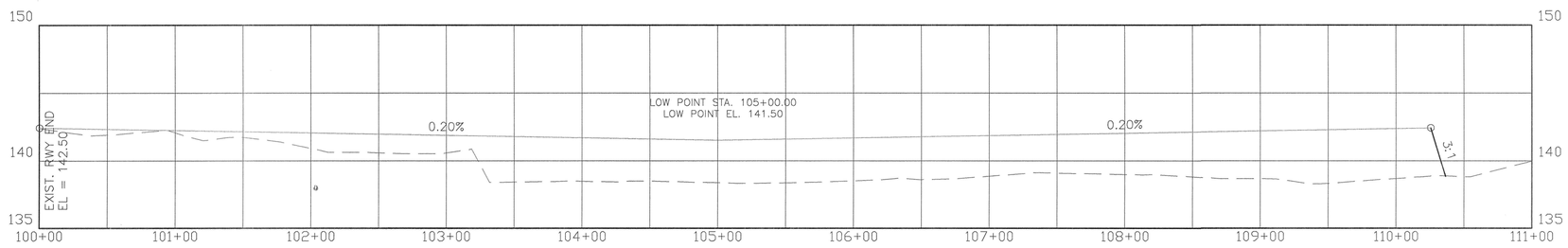
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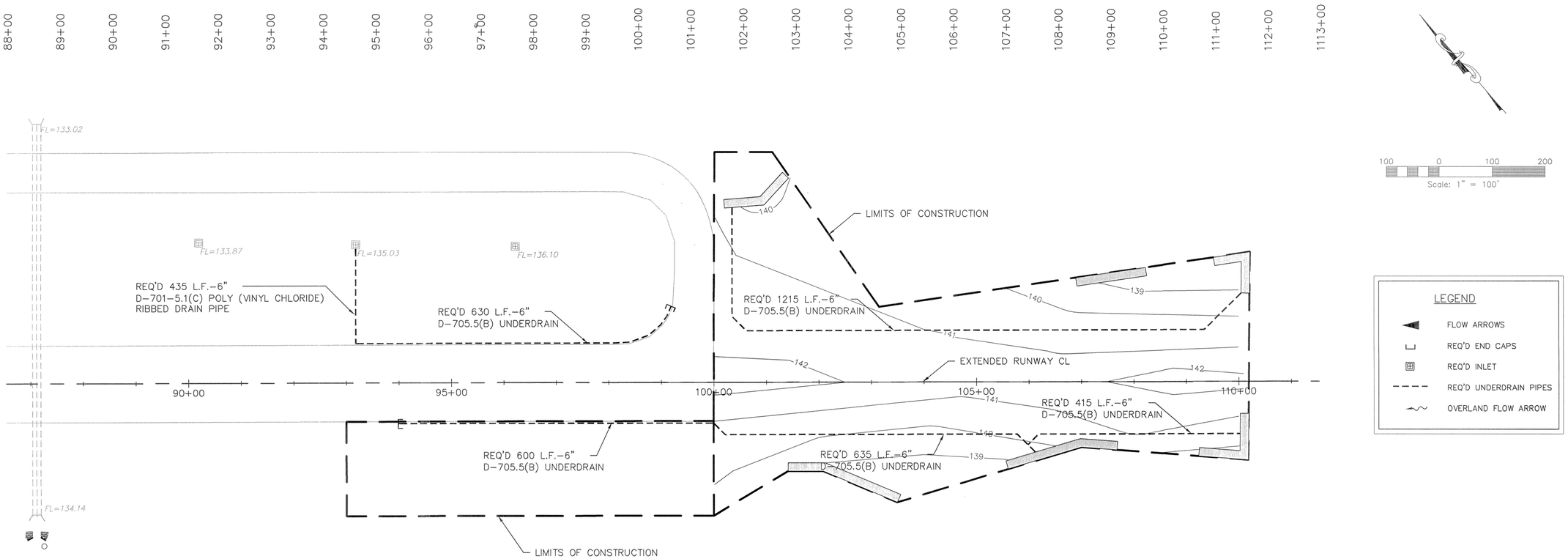
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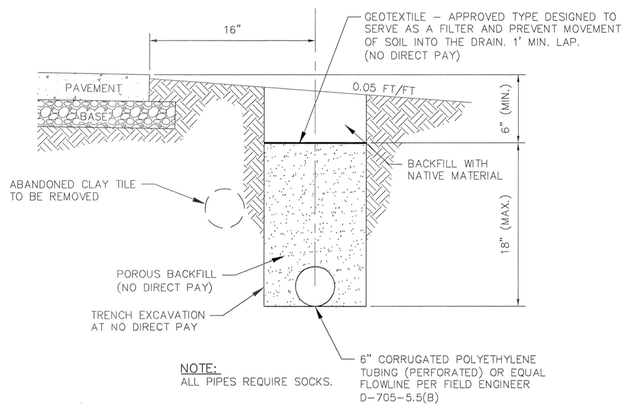
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20710
STATE OF MISSISSIPPI
4/25/13

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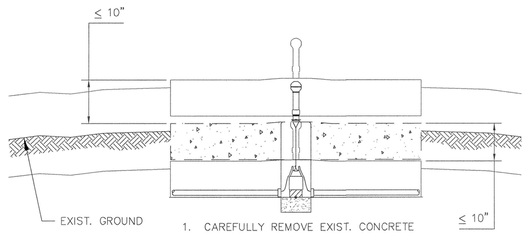
LEGEND
- FLOW ARROWS
- REQ'D END CAPS
- REQ'D INLET
- REQ'D UNDERDRAIN PIPES
- OVERLAND FLOW ARROW



NOTE:
ALL PIPES REQUIRE SOCKS.

UNDERDRAIN DETAIL

N.T.S.



1. CAREFULLY REMOVE EXIST. CONCRETE WRAPAROUND.
2. EXPOSE EXIST. CIRCUIT & LOWER LIGHT FIXTURE.
3. REESTABLISH CONCRETE MAINTENANCE PAD.

RUNWAY/TAXIWAY LIGHT ADJUSTMENT DETAIL

SCALE: N.T.S.

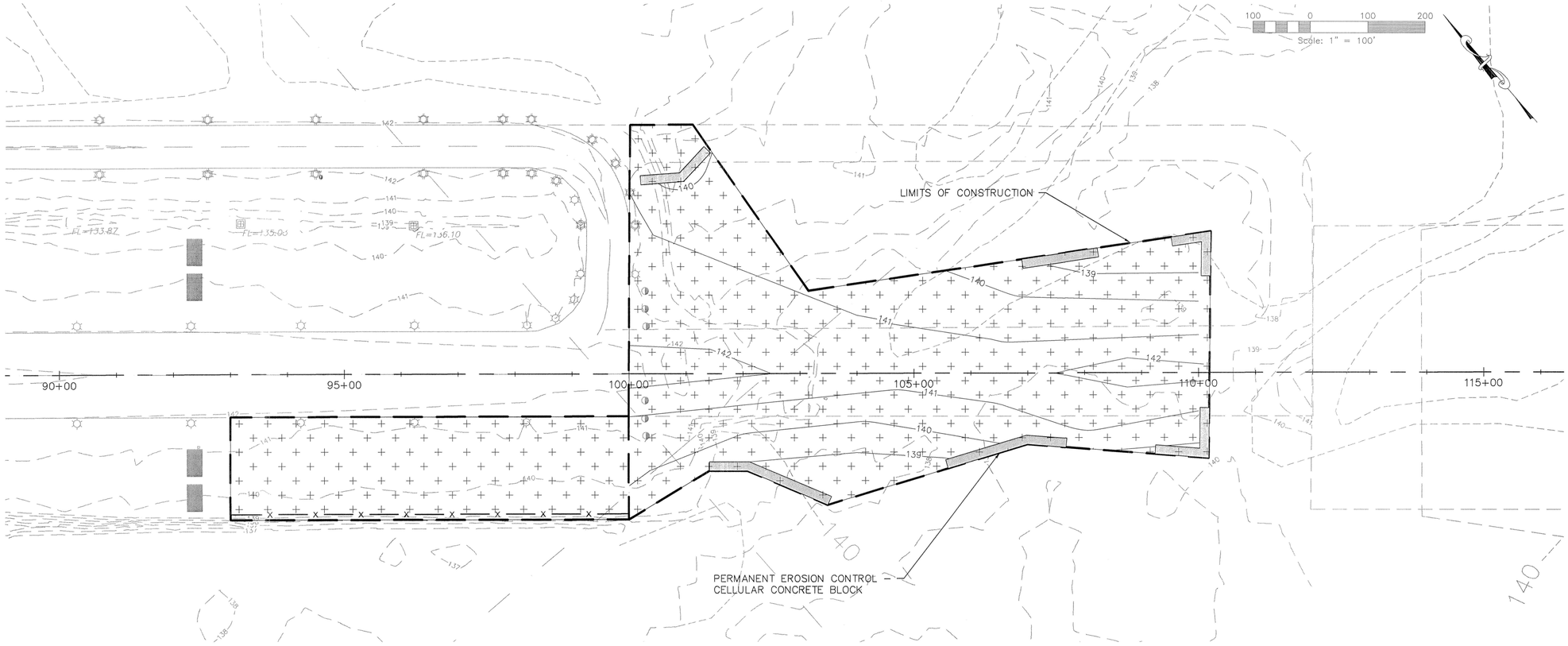
SUBSURFACE PIPE AND UNDERDRAIN DRAINAGE PLAN

RUNWAY 31 DRAINAGE & SAFETY AREA IMPOVEMENTS - PART 2
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

Design & Management Professionals
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SANDRA DAVIS
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LEGEND

- PROP. / EXIST. — STORMWATER INLET
- PROP. / EXIST. — STORMWATER DRAIN
- — X — REQUIRED SILT FENCE
- SEEDING AREA
- PERMANENT EROSION CONTROL - CELLULAR CONCRETE BLOCK

* SEE SHEET 9 FOR EROSION CONTROL DETAILS.

EROSION CONTROL PLAN

RUNWAY 31 DRAINAGE & SAFETY AREA IMPOVEMENTS - PART 2
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STANDARD FOR SILT FENCE

DEFINITION

TEMPORARY BARRIER FENCE MADE OF BURLAP OR POLYPROPYLENE MATERIAL WHICH IS WATER PERMEABLE BUT WILL TRAP WATER-BORNE SEDIMENT.

PURPOSE

TO INTERCEPT AND DETAIN WATER-BORNE SEDIMENT FROM UNPROTECTED AREA OF LIMITED EXTENT.

CONDITIONS WHERE PRACTICE APPLIES

SILT FENCE IS USED DURING THE PERIOD OF CONSTRUCTION NEAR THE PERIMETER OF A DISTURBED AREA TO INTERCEPT SEDIMENT WHILE ALLOWING WATER TO PERCOLATE THROUGH. THIS FENCE SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED. SILT FENCE SHOULD NOT BE USED WHERE THERE IS A CONCENTRATION OF WATER IN A CHANNEL OR OTHER DRAINAGE WAY.

DESIGN CRITERIA

SILT FENCE SHALL NOT BE CONSTRUCTED OUTSIDE THE PROPERTY LINES WITHOUT OBTAINING EASEMENTS FROM THE AFFECTED PROPERTY OWNERS. A DESIGN IS NOT REQUIRED FOR THE INSTALLATION OF SILT FENCE, HOWEVER THE FOLLOWING CRITERIA SHALL BE OBSERVED:

DRAINAGE AREA –	LESS THAN 2 ACRES
HEIGHT –	36 INCH MINIMUM HEIGHT MEASURED FROM THE EXISTING OR GRADED GROUND.
MATERIAL –	BURLAP WEIGHING APPROXIMATELY 7-1/2 OUNCES PER SQUARE YARD OR APPROVED JUTE FABRIC OR GEOTEXTILE FABRIC.
SUPPORT –	STEEL OR WOOD FENCE POSTS SPACED A MAXIMUM OF 8 FEET APART. POST SHALL HAVE A MINIMUM LENGTH OF 5 FEET AND BE SET AT LEAST 18 INCHES DEEP. WOVEN LIVESTOCK WIRE TO SUPPORT THE MATERIAL SHALL BE AT LEAST 36 INCH HIGH WITH A MAXIMUM MESH OPENING OF 6 INCHES AND FABRICATED FROM 14 GAGE WIRE OR LARGER.

OUTLET

SILT FENCE SHALL BE PLACED AND CONSTRUCTED IN SUCH A MANNER THAT RUNOFF FROM A DISTURBED OR EXPOSED UPLAND AREA SHALL BE INTERCEPTED, SEDIMENT TRAPPED AND THE SURFACE RUNOFF ALLOWED TO PERCOLATES THROUGH THE STRUCTURE.

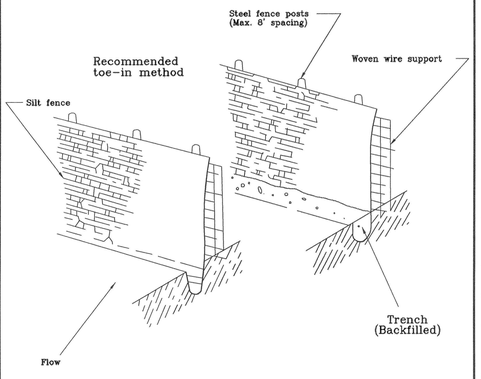
SILT FENCE SHALL BE PLACED IN SUCH A MANNER THAT SURFACE RUNOFF WHICH PERCOLATES THROUGH WILL FLOW ONTO AN UNDISTURBED STABILIZED AREA OR STABILIZED OUTLET. IF PLACED IN SERIES, THE FURTHEREST DOWNSTREAM FENCE WILL FLOW ONTO AN UNDISTURBED STABILIZED AREA OR STABILIZED OUTLET.

GENERAL NOTES

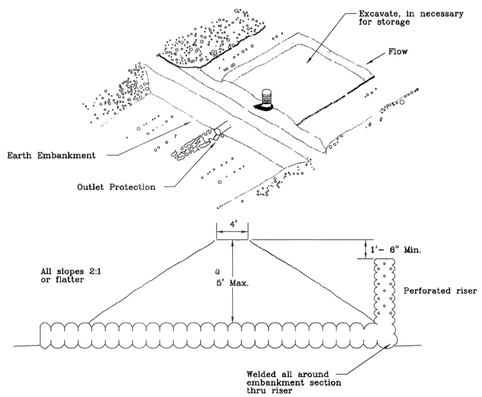
1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
3. THE TRENCH SHOULD BE A MINIMUM OF 6 INCHES DEEP AND 3-4 FEET WIDE TO ALLOW FOR THE SILT FENCE TO BE LAID IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POSTS.
5. INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN IT HAS SERVED ITS USEFULNESS, SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE. *
7. SEDIMENT TRAPPED BY THIS PRACTICE SHALL BE DISPOSED OF IN AN APPROVED SITE IN A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES AND DISPOSED OF IN AN APPROVED SPOIL SITE OR AS IN NO. 7 ABOVE.

* TO BE REMOVED BY CONTRACTOR WHEN PERMANENT EROSION MEASUREDS ARE DEEMED TO BE EFFECTIVE.

SILT FENCE



PIPE OUTLET SEDIMENT TRAP



STANDARDS FOR SEDIMENT TRAP

DEFINITIONS

A SMALL TEMPORARY PONDING AREA FORMED BY CONSTRUCTING AN EARTHEN EMBANKMENT TO INTERCEPT SEDIMENT-LADEN RUNOFF AND TO TRAP AND RETAIN SEDIMENT.

PURPOSE

TO DETAIN SEDIMENT-LADEN RUNOFF FROM SMALL DISTURBED AREAS LONG ENOUGH TO ALLOW THE MAJORITY OF THE SEDIMENT TO SETTLE OUT.

CONDITIONS WHERE PRACTICE APPLIES

INSTALLED AT POINTS OF DISCHARGE FROM DISTURBED AREA FOR A MAXIMUM PERIOD OF 10 MONTHS.

DESIGN CRITERIA

IF ANY OF THE DESIGN CRITERIA PRESENTED HERE CANNOT BE MET, SEE STANDARDS FOR SEDIMENT BASIN.

DRAINAGE AREA –	SHALL BE LESS THAN 5 ACRES.
LAYOUT –	SHALL BE LOCATED TO MAXIMIZE STORAGE BENEFIT FROM TERRAIN, FOR EASE OF CLEANOUT, AND TO MINIMIZE INTERFERENCE WITH CONSTRUCTION ACTIVITIES.
SIZE –	THE VOLUME OF THE TRAP MEASURED BELOW THE CREST OF THE OUTLET SHALL BE AT LEAST 1000 CUBIC FEET PER ACRE OF DRAINAGE AREA. DRAINAGE AREA.
CLEANOUT –	SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL CAPACITY WHEN THE SEDIMENT HAS ACCUMULATED TO ONE HALF OF THE DESIGN VOLUME OR 1 FOOT, WHICHEVER IS LESS.
EMBANKMENT –	THE EMBANKMENT SHALL HAVE A 3 FOOT TOP WIDTH, SIDE SLOPES OF 2:1 OR FLATTER, AND SHALL NOT EXCEED 5 FEET IN HEIGHT AS MEASURED AT THE LOW POINT OF THE ORIGINAL GROUND LINE. FILL MATERIAL SHALL BE FREE OF WOODY VEGETATION, LARGE STONES, AND OTHER OBJECTIONABLE MATERIAL. THE EMBANKMENT SHALL BE COMPACTED IN EIGHT-INCH LAYERS BY TRAVERSING WITH CONSTRUCTION EQUIPMENT.
EXCAVATION –	ANY EXCAVATED PORTION OF SEDIMENT TRAP SHALL HAVE 2:1 OR FLATTER SLOPES. CARE SHALL BE TAKEN TO MINIMIZE EROSION AND WATER POLLUTION DURING EXCAVATION OPERATIONS.

OUTLET

1. THE OUTLET SHALL BE A CORRUGATED METAL PIPE WITH A PERFORATED CORRUGATED METAL RISER. THE RISER DIAMETER SHALL BE ONE SIZE LARGER THAN THE PIPE. THE RISER SHALL BE WRAPPED WITH THREE LAYERS OF 125 MILS THICK NON-WOVEN U-V RESISTANT FILTER CLOTH. THE PORTION OF THE RISER ABOVE THE PIPE CONNECTIONS SHALL BE PERFORATED WITH ONE 1/2-INCH DIAMETER HOLE PER 40 SQUARE INCHES OF SURFACE AREA. THE RISER CREST SHALL BE 1-1/2 FEET BELOW THE TOP OF THE EMBANKMENT.
2. UNLESS OTHERWISE SPECIFIED, PIPE SIZES SHALL BE SELECTED FROM THE FOLLOWING TABLE:

PIPE DIAMETER D. (INCHES)	MAXIMUM DRAINAGE AREA (ACRES)
12	0.75
15	1.25
18	2.0
21	3.0
24	5.0

GENERAL NOTES

1. AREA UNDER EMBANKMENT SHALL BE CLEARED, GRUBBED AND STRIPPED OF ANY VEGETATION AND ROOT MAT. THE POOL AREA SHALL BE CLEARED.
2. THE FILL MATERIAL FOR EMBANKMENT SHALL BE FREE OF ROOTS OF OTHER WOODY VEGETATION, AS WELL AS STONES, ROCKS, ORGANIC MATERIAL, OR OTHER OBJECTIONABLE MATERIAL. THE EMBANKMENT SHALL BE COMPACTED BY TRAVERSING WITH EQUIPMENT WHILE IT IS BEING CONSTRUCTED.
3. SEDIMENT SHALL BE REMOVED AND TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP OR 1 FOOT, WHICHEVER IS LESS. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN APPROVED AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
4. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED BY THE CONTRACTOR.
5. CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND WATER POLLUTION IS MINIMIZED.
6. THE STRUCTURE SHALL BE REMOVED AND AREA STABILIZED WHEN THE DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.
7. ALL CUT AND FILL SLOPES SHALL BE 2:1 OR FLATTER.
8. ALL PIPE CONNECTIONS SHALL BE WATERTIGHT.

STANDARDS FOR DIKES

DEFINITION

A DIKE IS A TEMPORARY RIDGE OF COMPACTED SOIL. A DIVERSION DIKE IS PLACED IMMEDIATELY ABOVE CUT OR FILL SLOPES. AN INTERCEPTOR IS LOCATED ACROSS RIGHT-OF-WAY OR DISTURBED AREAS. A PERIMETER DIKE IS PLACED ALONG THE PERIMETER OF THE DISTURBED AREA OR SITE.

PURPOSE

A DIVERSION DIKE INTERCEPTS STORM RUNOFF FROM SMALL UPLAND AREAS AND DIRECTS IT FROM THE EXPOSED SLOPES TO AN ACCEPTABLE OUTLET. AN INTERCEPTOR DIKE SHORTENS THE LENGTH OF EXPOSED SLOPES BY INTERCEPTING STORM RUNOFF AND DIVERTING IT TO AN ACCEPTABLE OUTLET. A PERIMETER DIKE PREVENTS OFFSITE STORM RUNOFF FROM ENTERING THE DISTURBED AREA OR PREVENTS SEDIMENT-LADEN WATER FROM LEAVING THE DISTURBED AREA.

CONDITIONS WHERE PRACTICE APPLIES

DIKES ARE CONSTRUCTED ADJACENT TO OR ACROSS DISTURBED AREAS TO PREVENT EXCESSIVE EROSION OR TO TRANSPORT SEDIMENT-LADEN WATER TO A SEDIMENT TRAPPING DEVICE. THE DIKES SHALL REMAIN IN PLACE UNTIL AREAS ARE PERMANENTLY STABILIZED.

DESIGN CRITERIA

DIKES SHALL NOT BE CONSTRUCTED OR DISCHARGED OUTSIDE THE PROPERTY LINES WITHOUT OBTAINING EASEMENTS FROM THE AFFECTED PROPERTY OWNERS. A DETAILED DESIGN IS NOT REQUIRED FOR DIKES; HOWEVER, THE FOLLOWING CRITERIA SHALL BE USED IN SELECTING SITES FOR PLACEMENT:

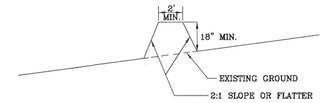
DRAINAGE AREA:	LESS THAN 5 ACRES (FOR LARGE AREAS, SEE STANDARDS FOR DIVERSION).
TOP WIDTH:	2 FEET MINIMUM.
HEIGHT:	COMPACTED FILL SHALL BE 18 INCHES MINIMUM HEIGHT MEASURED FROM GROUND AT UPSLOPE TOE TO TOP OF THE DIKE.
SIDE SLOPES:	2:1 OR FLATTER (FLAT ENOUGH TO ALLOW CONSTRUCTION TRAFFIC TO CROSS IF DESIRED).
GRADE:	DEPENDENT UPON TOPOGRAPHY, BUT MUST HAVE POSITIVE DRAINAGE. INTERCEPTOR DIKE SHOULD BE BETWEEN 0.4 PERCENT AND 1.0 PERCENT.
STABILIZATION:	WHERE SLOPE OF CHANNEL (FLOW AREA) IS: 1%-5% STABILIZATION MAY BE REQUIRED DEPENDING ON THE SITE CONDITIONS. OVER 5% SEE STANDARDS FOR DIVERSION.
SPACING:	INTERCEPTOR DIKES SHALL BE PLACED SUCH THAT THE MAXIMUM VERTICAL DISTANCE BETWEEN DIKES IS 10 FEET.

OUTLET

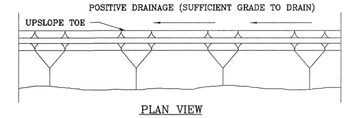
1. RUNOFF FROM A PROTECTED OR STABILIZED AREA SHALL OUTLET DIRECTLY ONTO AN UNDISTURBED STABILIZED AREA OR INTO A LEVEL SPREADER (SEE STANDARDS FOR LEVEL SPREADER) OR GRADE STABILIZATION STRUCTURE (SEE STANDARD FOR GRADE STABILIZATION STRUCTURE).
2. RUNOFF FROM A DISTURBED OR EXPOSED AREA SHALL BE CONVEYED TO A SEDIMENT TRAPPING DEVICE SUCH AS A SEDIMENT TRAP (SEE STANDARDS FOR SEDIMENT TRAP) OR A SEDIMENT BASIN (SEE STANDARDS FOR SEDIMENT BASIN) OR TO AN AREA PROTECTED BY ANY OF THESE PRACTICES.
3. STRUCTURE THAT WILL CONTROL THE RUNOFF FROM DIKES SHALL BE INSTALLED AND STABILIZED BEFORE DIKES ARE INSTALLED.

GENERAL NOTES

1. ALL DIKES SHALL BE MACHINE COMPACTED.
2. FIELD LOCATION MAY BE ADJUSTED AS NEEDED TO UTILIZE A STABILIZED SAFE OUTLET.
3. PERIODIC INSPECTION AND REQUIRED MAINTENANCE SHALL BE PROVIDED BY THE CONTRACTOR.



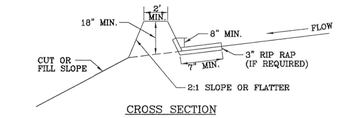
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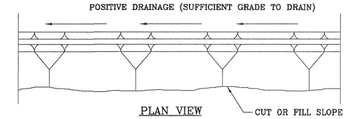
PLAN VIEW

PERIMETER DIKE

(NOT TO SCALE)



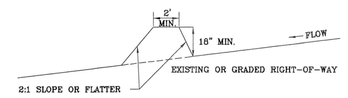
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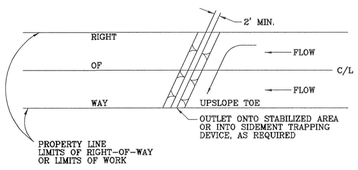
PLAN VIEW

DIVERSION DIKE

(NOT TO SCALE)



CROSS SECTION



PLAN VIEW

INTERCEPTOR DIKE

(NOT TO SCALE)

STANDARD FOR LAND GRADING

DEFINITIONS

RESHAPING OF THE EXISTING TOPOGRAPHY IN ACCORDANCE WITH A PLAN AS DETERMINED BY ENGINEERING SURVEYS, DESIGN AND LAYOUT.

PURPOSE

LAND GRADING IS USED FOR ONE OR MORE OF THE FOLLOWING PURPOSES: PROVIDE MORE SUITABLE SITES FOR BUILDING, FACILITIES, AND OTHER LAND USES; IMPROVE SURFACE DRAINAGE AND CONTROL EROSION.

DESIGN CRITERIA

THE LAND GRADING PLAN AND INSTALLATION SHALL BE BASED UPON ADEQUATE SURVEYS AND INVESTIGATIONS. THE PROPOSED LAND USE AND GRADING PLAN SHOULD FIT AND UTILIZE EXISTING TOPOGRAPHY AND NATURAL SURROUNDINGS AND MAKE EXTREME GRADE MODIFICATIONS UNNECESSARY. THE PLAN IS TO SHOW THE LOCATION, SLOPE, CUT, FILL AND FINISH ELEVATION OF THE SURFACES TO BE GRADED AND THE AUXILIARY PRACTICES FOR SAFE DISPOSAL OF RUNOFF WATER, SLOPE STABILIZATION, EROSION CONTROL, AND DRAINAGE SUCH AS WATERWAYS, LINED CHANNELS, DIVERSIONS, GRADE STABILIZATION STRUCTURES, RETAINING WALLS AND SURFACE AND SUBSURFACE DRAINS.

THE GRADING PLAN SHALL BE IN ACCORDANCE WITH THE FOLLOWING DESIGN CRITERIA:

1. THE CUT FACE OF EARTH EXCAVATION WHICH IS TO BE VEGETATED SHALL NOT BE STEEPER THAT 3 HORIZONTAL TO 1 VERTICAL. CUT SLOPES OF MATERIALS NOT TO BE VEGETATED SHALL BE AT THE SAFE ANGLE OF REPOSE FOR THE MATERIALS ENCOUNTERED. UNVEGETATED CUT SLOPES SHALL BE PROTECTED BY MECHANICAL TREATMENT TO PROTECT THEM FROM EROSION.
2. THE PERMANENT EXPOSED FACES OF FILLS SHALL BE NO STEEPER THAN 3 HORIZONTAL TO 1 VERTICAL.
3. PROVISIONS ARE TO BE MADE TO SAFELY CONDUCT SURFACE WATER TO STORM DRAINS OR SUITABLE NATURAL WATER COURSES AND TO PREVENT SURFACE RUNOFF FROM DAMAGING CUT FACES AND FILL SLOPES.
4. SUBSURFACE DRAINAGE IS TO BE PROVIDED IN AREAS HAVING HIGH WATER TABLE OR SEEPAGE CONDITIONS THAT WOULD AFFECT SLOPE STABILITY, BUILDING FOUNDATIONS, OR CREATE UNDESIRABLE WETNESS.
5. EXCAVATIONS SHALL NOT BE MADE SO CLOSE TO PROPERTY LINES AS TO ENDANGER ADJOINING PROPERTY WITHOUT SUPPORTING AND PROTECTING SUCH PROPERTY FROM EROSION, SLIDING, SETTLING OR CRACKING.
6. NO FILL IS TO BE PLACED WHERE IT WILL SLIDE OR WASH UPON THE PREMISES OF ANOTHER OR SO PLACED ADJACENT TO THE BANK OF A CHANNEL AS TO CREATE BANK FAILURE OR REDUCE THE NATURAL CAPACITY OF THE STREAM.
7. FILLS ARE TO CONSIST OF MATERIAL FROM CUT AREAS, BORROW PITS, OR OTHER APPROVED SOURCES.

GENERAL NOTES

1. TIMBER, LOGS BRUSH, RUBBISH, AND VEGETATIVE MATTER THAT WILL INTERFERE WITH THE GRADING OPERATION OR AFFECT THE PLANNED STABILITY OF FILL AREAS SHALL BE REMOVED AND DISPOSED OF ACCORDING TO THE PLANS. AVOID UNNECESSARY REMOVAL OF TREES AND VEGETATION THAT COULD BE LEFT ENHANCE THE ATTRACTIVENESS OF THE DEVELOPMENT.
2. TOP SOIL IS TO BE STRIPPED AND STOCKPILED IN AMOUNTS NECESSARY TO COMPLETE FINISH GRADING OF ALL EXPOSED AREAS REQUIRING TOPSOIL FOR THE ESTABLISHMENT OF VEGETATION.
3. FILL MATERIAL IS TO BE FREE OF BRUSH, RUBBISH, ROCKS, LOGS AND STUMPS, IN AMOUNTS THAT WILL BE DETRIMENTAL TO CONSTRUCTING STABLE FILLS.
4. CUT SLOPES WHICH ARE TO BE TOPSOILED WILL BE SCARIFIED TO A MINIMUM DEPTH OF 3 INCHES PRIOR TO PLACEMENT OF TOPSOIL.
5. ALL FILLS INTENDED TO SUPPORT BUILDINGS, STRUCTURES, SEWERS AND CONDUITS SHOULD BE TESTED FOR STRENGTH AND THE FOUNDATIONS DESIGNED ACCORDINGLY. COMPACTION OF OTHER FILLS WILL BE AS REQUIRED TO REDUCE SLIPPING, EROSION, OR EXCESS SATURATION.
6. MAXIMUM THICKNESS OF LAYERS OF FILLS ARE NOT TO EXCEED 8 INCHES.
7. ALL AREAS ARE TO BE ROUGH GRADED TO WITHIN 0.2 FOOT OF THE PLANNED ELEVATION AFTER ALLOWANCE HAS BEEN MADE FOR THICKNESS OF TOPSOIL, PAVING OR OTHER INSTALLATIONS.
8. ALL DISTURBED AREAS SHALL BE LEFT IN A WELL DRAINED, NEAT AND FINISHED APPEARANCE.

EROSION CONTROL DETAILS

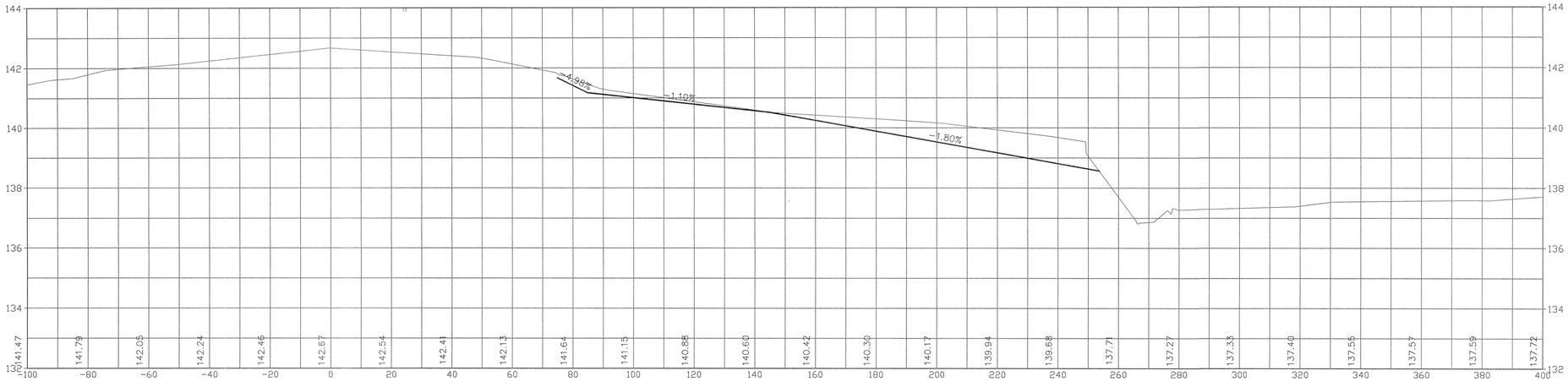
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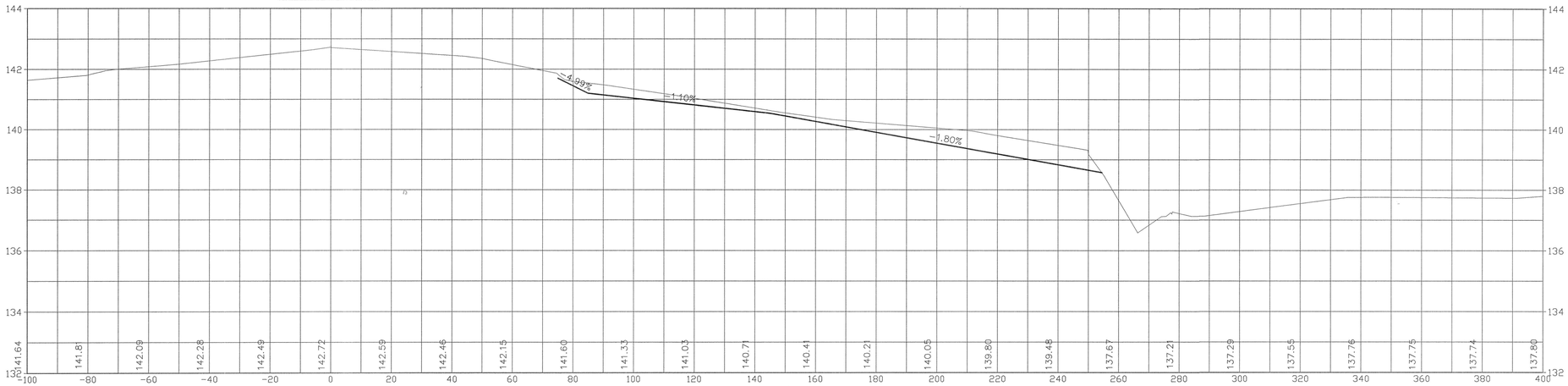
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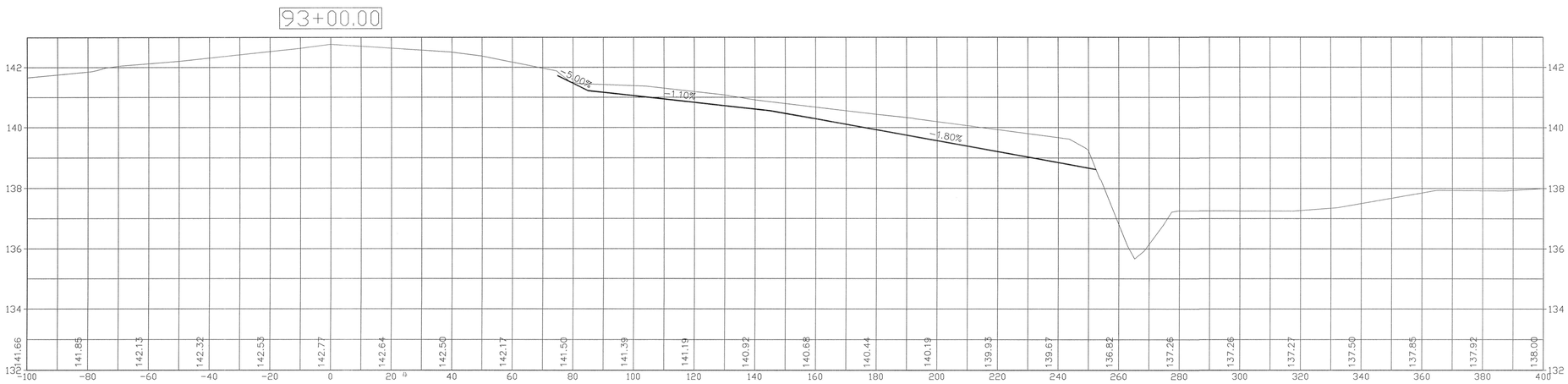
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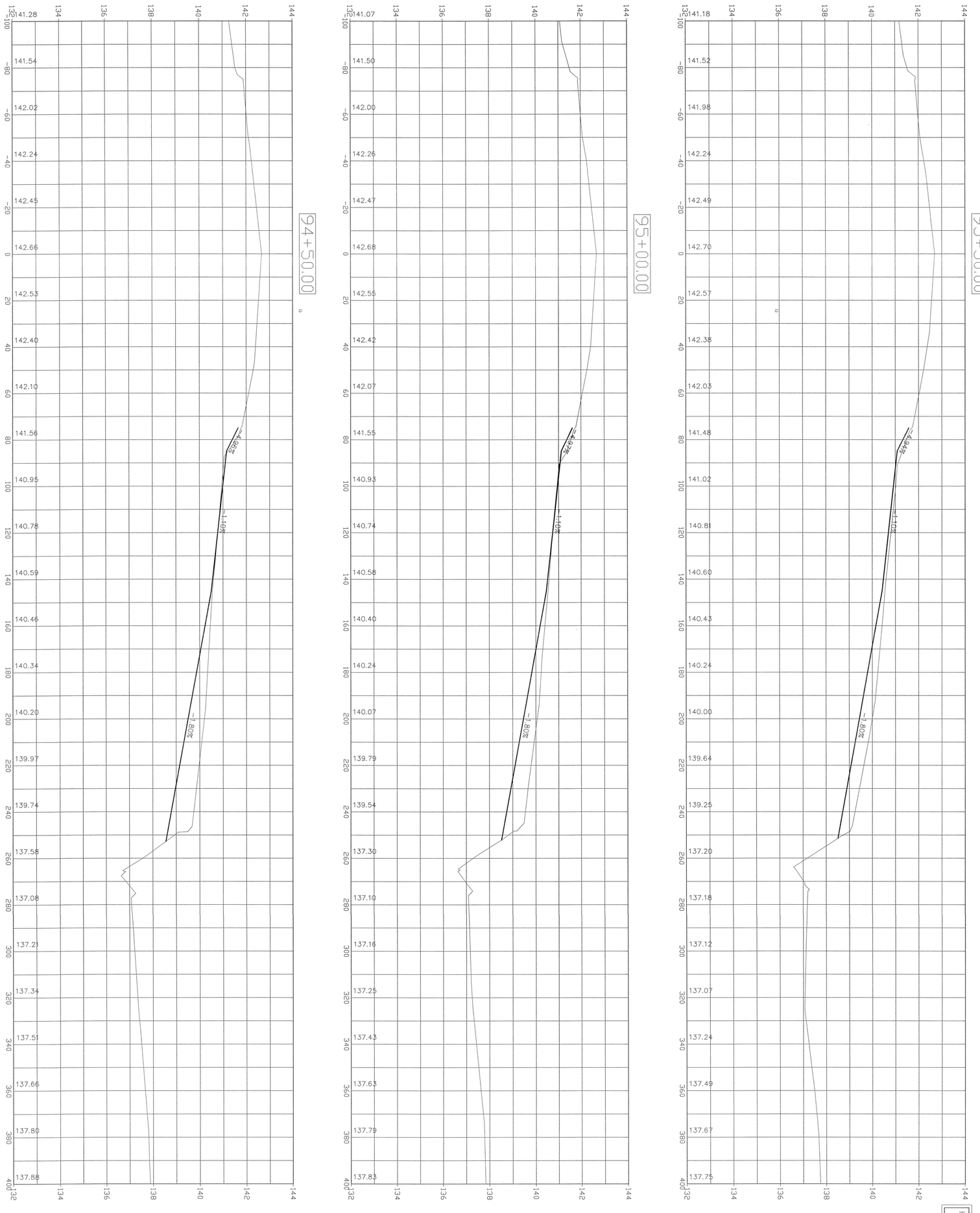
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AIR REUNION CONSULTANTS (SM)

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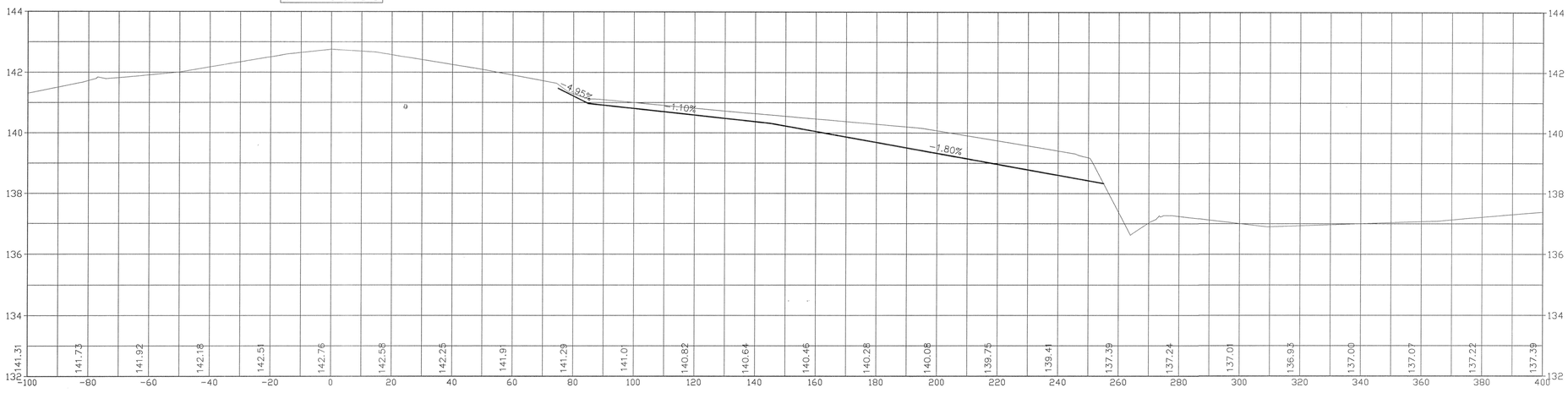
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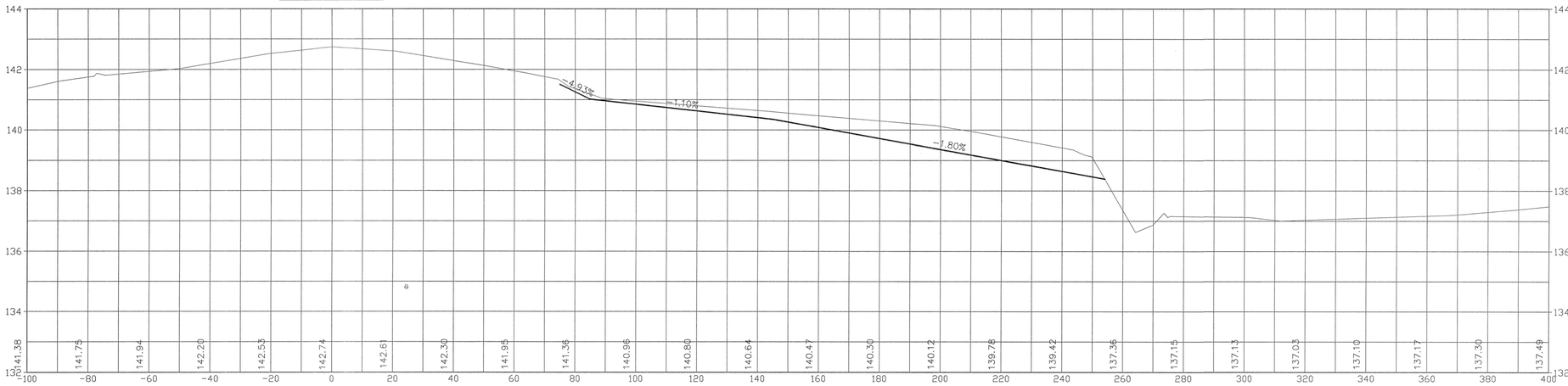
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HATTIESBURG, MISSISSIPPI

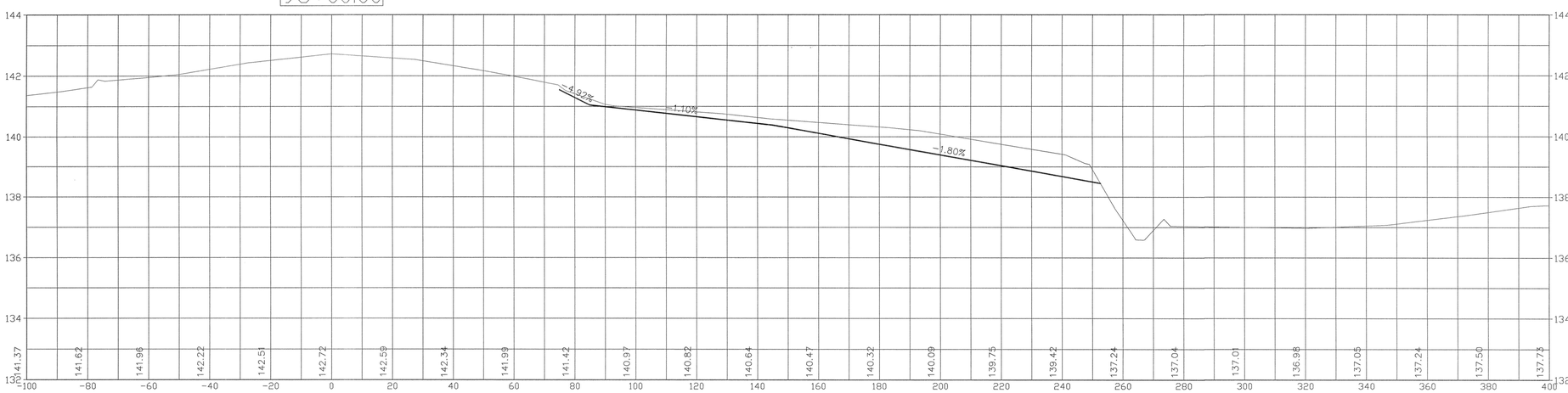
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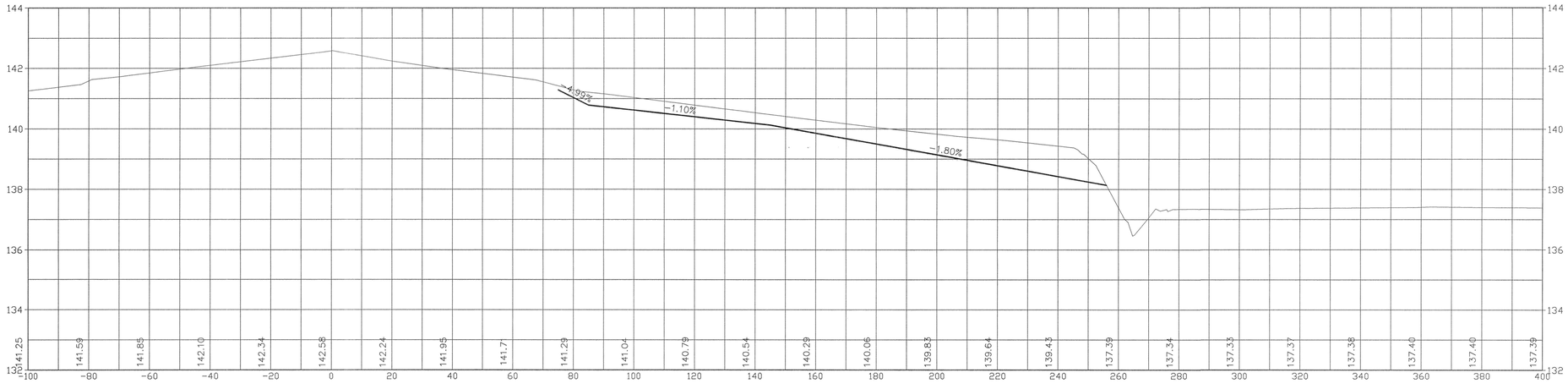
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CIVIL ENGINEER
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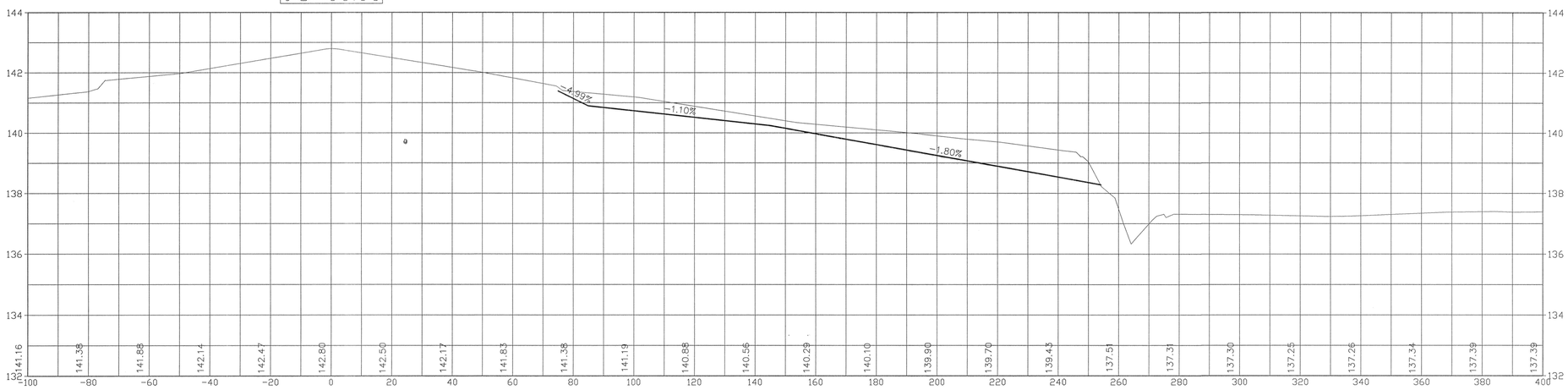
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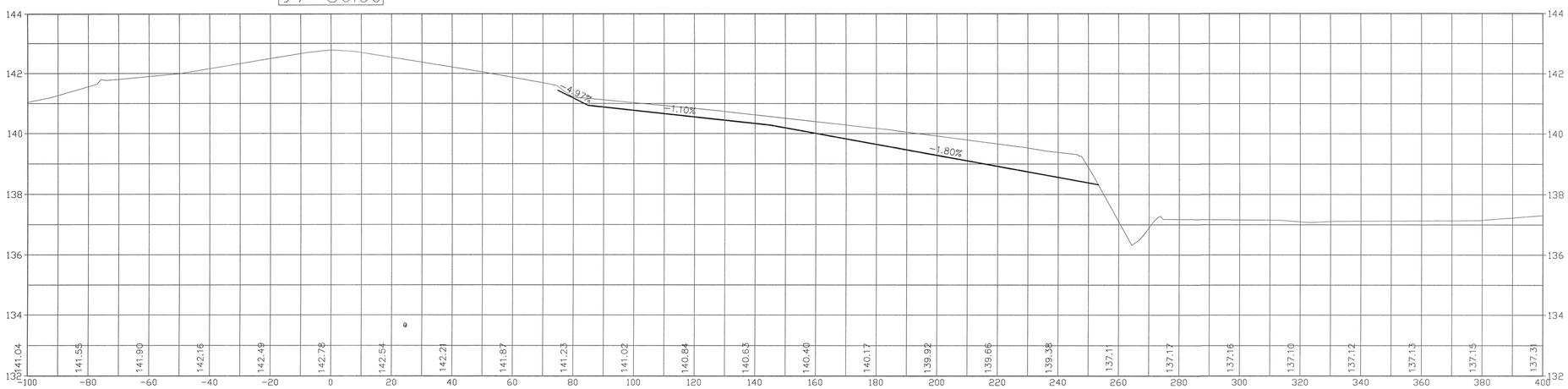
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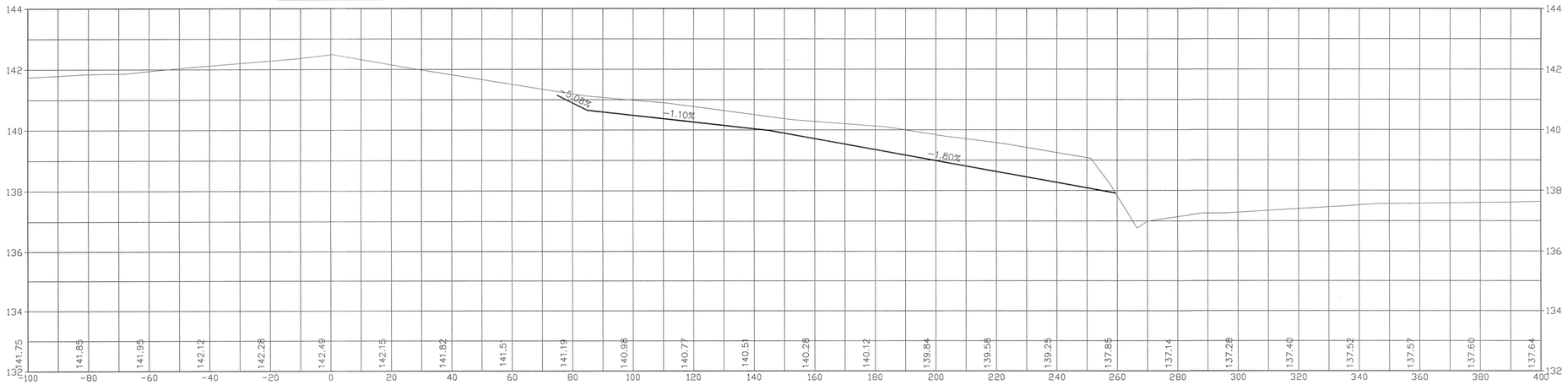
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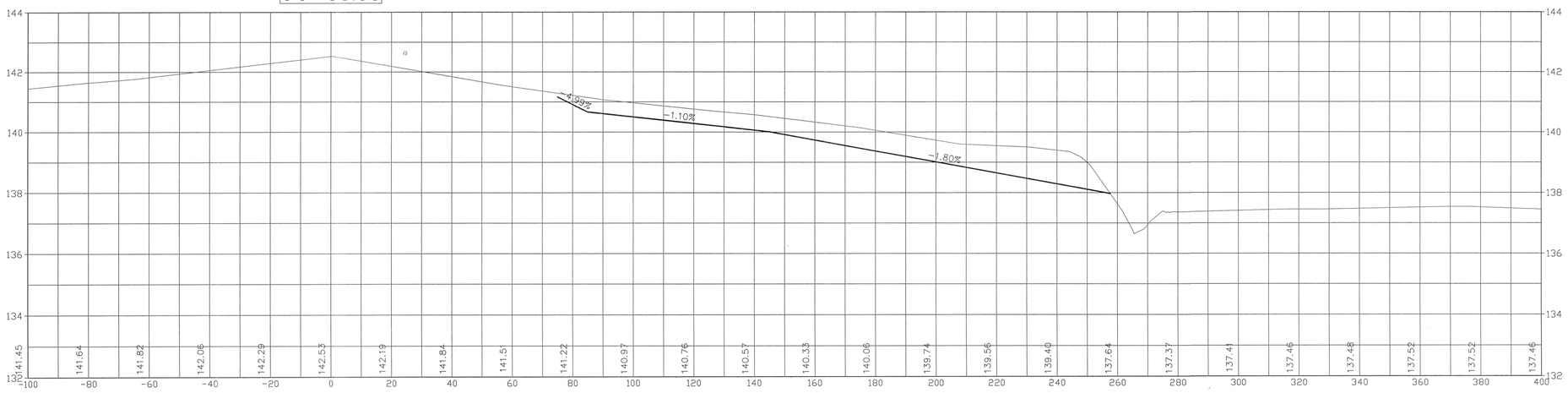
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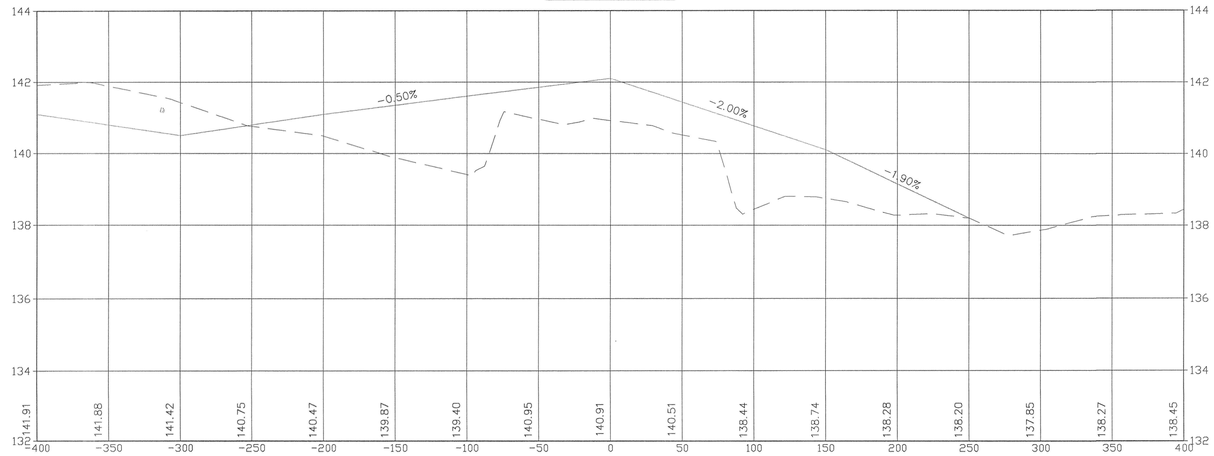
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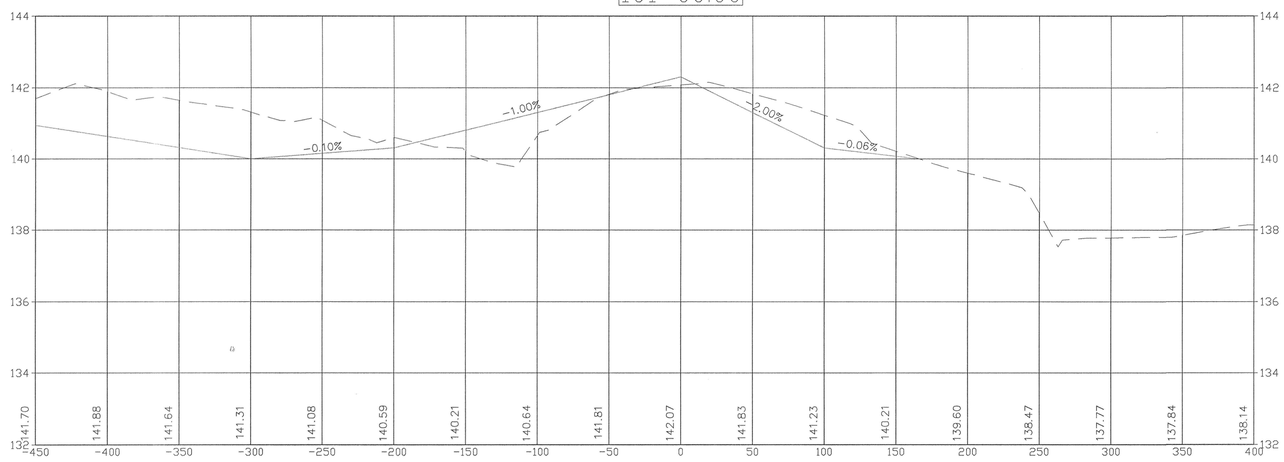
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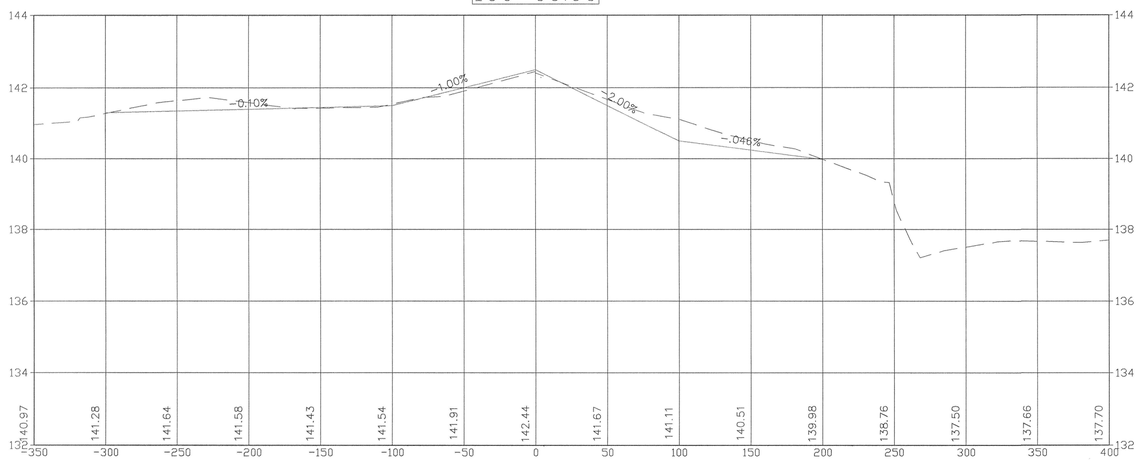
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STATE OF MISSISSIPPI
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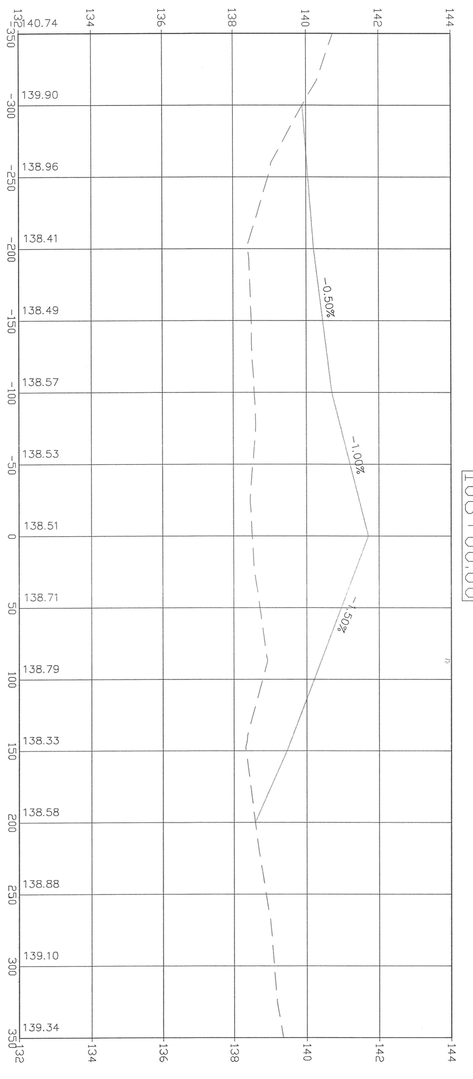
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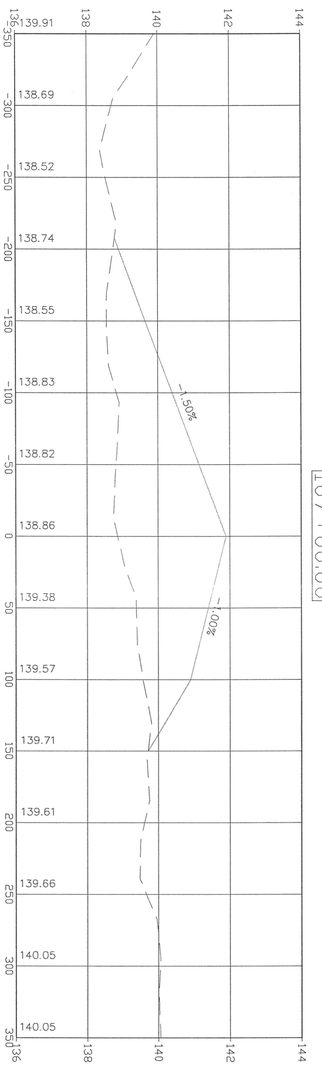
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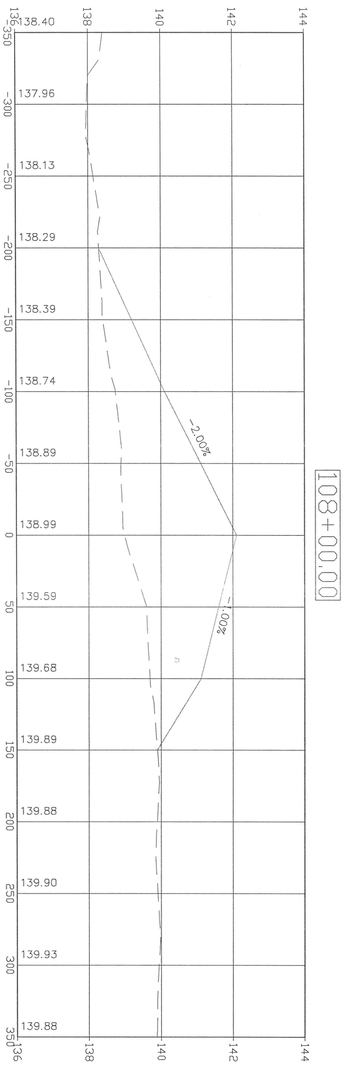
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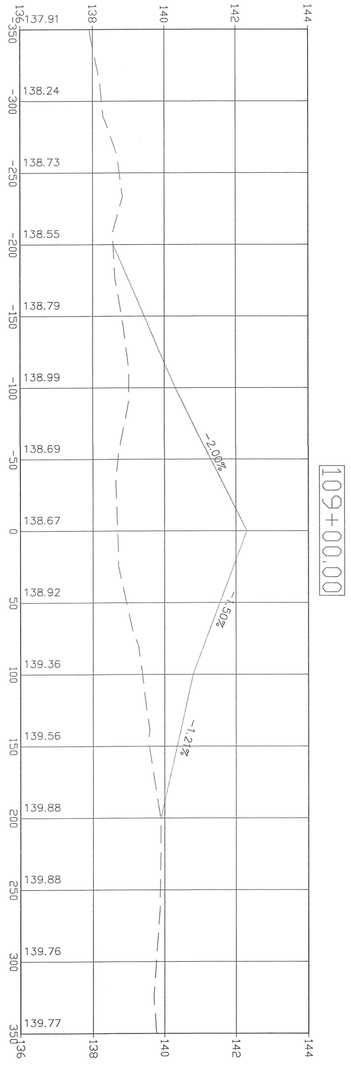
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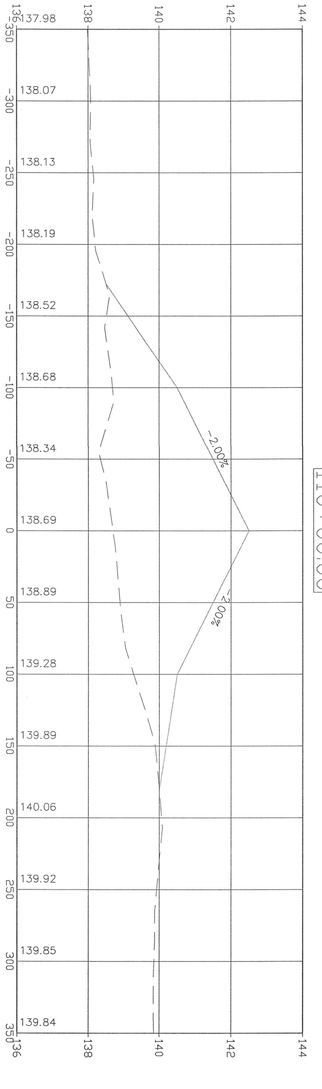
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AIR REUNION CONSULTANTS
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Shreveport, Louisiana

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RUNWAY 31 DRAINAGE & SAFETY AREA IMPOVEMENTS - PART 2
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

SPECIFICATIONS AND CONTRACT DOCUMENTS

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS – PART 2

AIP NO. 3-28-0031-0020-2013

CITY OF HATTIESBURG

Prepared By

ARE Consultants, Inc.

800 Spring Street, Suite 214, Shreveport, LA 71101
P.O. Box 38252, (318) 222-8252
1216 S. Morrison, STE 5, Hammond, LA 70403

March, 2013

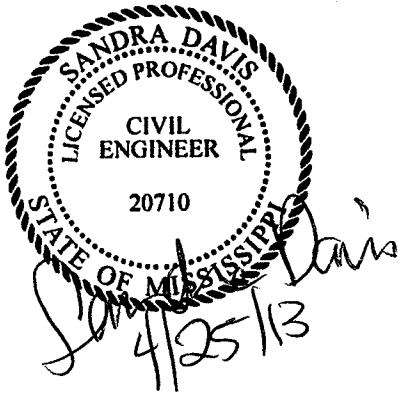


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CONTRACT DOCUMENTS

SECTION A: ADVERTISEMENT FOR BIDDERS

Proof of Publication Required.

SEALED BIDS for construction of the following will be received by the City of Hattiesburg in the City Clerk's Office, City Hall, Hattiesburg, MS 39401 until 10:00 a.m. Central Time on June 13, 2013 for Hattiesburg-Bobby L. Chain Airport Runway 31 Drainage & Safety Area Improvements – Part 2, (AIP No. 3-28-0031-0020-2013) for the City of Hattiesburg.

This project shall generally consist of work which includes: earthwork, drainage and turfing.

Each bid shall generally be accompanied by a bid bond, certified check or cashier's check for an amount equal to five (5) percent of the total base bid.

Bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the Contract Documents are on file at the airport manager's office, 29 Academy Drive, Hattiesburg, MS 39401 and are open for public inspection.

Contract documents may be examined and secured by licensed contractors, sub-contractors, and material suppliers from ARE Consultants, Inc. at the Hattiesburg Bobby L. Chain Municipal Airport upon deposit of two Hundred Dollars ($200.00) per set for each set obtained. Direct questions to the Engineer at the Airport office (601) 544-8661 or at (318) 222-8252. The deposit will be refunded upon return of the drawings and specifications in good condition within ten (10) days after date of opening of bids.

Evidence that a Contractor holds a valid Mississippi Contractor's License must be presented prior to release of bidding documents and/or submittal of a bid proposal. The required classification is Highway, Street, and Bridge Construction.

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the specifications.

The following question will be asked of all bidders: "Has the bidder defaulted on a contract or ever been involved in litigation with a political subdivision of the State of Mississippi or any other state or country?" _____ YES _____NO If "YES," please supply full details.

The City of Hattiesburg reserves the right to reject any or all bids and to waive informalities.

The bids shall be presented in a sealed envelope marked:

Bobby L. Chain Airport
Runway 31 Drainage & Safety Area Improvements-Part 2
AIP No. 3-28-0031-0020-2013
for the City of Hattiesburg.

BID DATE: June 13, 2013, 10:00 a.m. Central Time

A mandatory pre-bid conference is scheduled for 11:30 a.m. Monday, June 3, 2013, in the Airport Conference Room, 29 Academy Drive, Hattiesburg, MS 39403.

Published by Order of the Council on the 7th day of May A.D. , 2013

City of Hattiesburg, Mississippi

BY: _____
Eddie R. Myers, City Clerk and
Chief Administrative Officer

Publish on 5-10 and 5-17

City of Hattiesburg
Return PROOF to City Clerk's Office
P. O. Box 1898
Hattiesburg, MS 39403-1898

SECTION B: INSTRUCTIONS FOR BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the General Provisions of the Construction Specifications have the meanings assigned to them in the General Provisions.

2. QUALIFICATIONS OF BIDDERS

To demonstrate his qualifications for the Project, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Special Provisions or General Provisions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting his Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the Work, (c) familiarize himself with Federal, state, and local laws, ordinances, rules and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the Contract Documents.

3.2 Reference is made to the General Provisions of the Specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his Bid price for performance of the Work within the terms of the Contract Documents.

3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has compiled with every requirement of this Article 3.

4. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents. Questions received less than five days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. BID SECURITY

The amount and type of Bid Security is stated in the Advertisement of Bids. The required security must be in the form of a certified or bank cashier's check made payable to Owner or a bid bond issued by a surety licensed to conduct business in the state where the Project is located and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department or by a Mississippi domiciled insurance company with at least an A rating in the latest printing of A. M. Best's Key Rating Guide and in accordance with Mississippi law. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if he fails to execute and deliver the Agreement and furnish the required Contract Security within 10 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the executed Agreement is delivered by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid Opening. Bid Security of other Bidders will be returned within seven days of the Bid Opening.

6. CONTRACT TIME

The number of days for the completion of Work (the Contract Time) is set forth in the Contract Form. Any provisions for liquidated damages are set forth in the Contract Documents. The contract time is established in calendar days.

7. SUBCONTRACTORS, ETC.

7.1 If the Supplementary Conditions, Special Provisions, General Provisions or Specifications require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent low Bidder, and any other Bidder so requested, will within seven days after the day of the Bid Opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of materials and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, he may before giving the Notice of Award request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid price. If the apparent low Bidder declines to make any such substitution, he will not thereby sacrifice his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

7.2 In contracts where the Contract Price is on the basis of Cost of the Work Plus a Fee. Contractor, prior to the Notice of Award, must identify in writing to Owner those portions of the

Work that he proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

7.3 Contractor shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

8. BID FORM

8.1 The Bid Form is included in the Contract Documents; additional copies may be obtained from Engineer.

8.2 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. In case of mathematical discrepancies, the unit price shall take precedence.

8.3 NOT USED

8.4 Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

8.5 NOT USED

8.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

8.7 NOT USED

9. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be submitted in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, Contractor's license number for state in which the work is to be done, and accompanied by the Bid Security and other required documents.

10. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening Bids.

11. OPENING OF BIDS

Bids will be opened as indicated in the Invitation to Bid

12. BIDS TO REMAIN OPEN

All Bids shall remain open for the period of time stated in the Bid Form after the day of the Bid Opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to the date.

13. AWARD OF CONTRACT

13.1 Owner reserves the right to reject any and all Bid Schedules and Total Bids waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

13.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested on the Bid forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of materials and equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

13.3 If a contract is to be awarded, it will be awarded to the lowest responsible Bidder, for Bid schedule selected, whose evaluation by Owner indicates to the Owner that the award will be in the best interests of the Project and the Owner.

13.4 If the contract is to be awarded, Owner will give the apparent successful Bidder a Notice of Award within the time period specified for the Bid to be binding in the Bid Form.

13.5 Simultaneously with delivery of the executed counterparts of the Agreement to Owner, Contractor shall deliver to Owner the required Contract Security.

SECTION C: MANDATORY CONTRACT PROVISIONS

SPECIAL INSTRUCTION TO BIDDERS REGARDING EEO

Notice of Requirement for Affirmative Action to
Ensure Equal Employment Opportunity
(Executive Order 11246, as amended)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation in each trade	Goals for female participation in each trade
31.0%	6.9%

The goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the executive order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications Set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the executive order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employee identification

number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the State of Mississippi, Forrest County, City of Hattiesburg.

SPECIAL NOTICE TO BIDDERS

BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS
(Aviation Safety and Capacity Expansion Act of 1990)

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (1) or (2) shall be treated as domestic.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors material, men, and suppliers in the performance of this contract, except those

(1) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(2) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

(3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

INSTRUCTIONS REGARDING CONTRACTOR'S INSURANCE

Contractor's Liability Insurance Requirements. The bidder shall provide with the Proposal a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage. In addition, the bidder shall provide a statement of premium cost issued by the agent or insurance carrier for that coverage.

In the event the Owner determines that the low bidder's coverage in force is inadequate, the Owner may require the low bidder to procure additional coverage in amounts specified by the Owner. The cost premiums for such additional coverage shall be paid by the Owner in the form of a reimbursement under the contract.

In the event the low bidder is unable, after diligent effort, to procure such additional coverage as may be required by the Owner, the Owner shall provide such additional coverage, naming the contractor as insured or, at the option of the Owner, reduce the amount of additional coverage required or waive any requirement for additional coverage.

Third Party Coverage. In the event the bidding documents require the contractor to name the consultant and/or the Owner as additional insured, the bidder shall show the premium cost for the additional insured in the Proposal in the item for additional coverage. The amount shown in the bid item for additional premium above cost shall be that amount of additional premium the premium for the coverage shown in the Certificate of Insurance submitted with the bid. In the event additional coverage is required by the Owner, the additional premium cost for third party coverage above the amounts shown in the Certificate of Insurance shall be paid by the Owner in the form of a reimbursement under the contract.

REQUIRED LANGUAGE IN PROPOSALS FOR AIP CONTRACTS

Section 60-1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor which participated in a previous contract subject to Executive Order 10925, 11114. or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

Bid or Proposal Form. To effectuate the foregoing requirements, the sponsor is required to include in the bid or proposal form a statement substantially as follows:

The bidder (proposer) shall complete the following statement by checking the appropriate space.

The bidder (proposer) has ____ has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The bidder (proposer) has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard form 100 is normally furnished contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the following address:

Joint Reporting Committee
1800 G Street
Washington, DC 20506

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The bidder (offeror) certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS (49 CFR PART 30)

The contractor or subcontractor, by submission of an offer and/or execution of a contractor, certifies that it:

a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U. S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

BUY AMERICAN CERTIFICATION
(Aviation Safety and Capacity Expansion Act of 1990)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from ARE Consultants, Inc. lists of articles, materials, and supplies excepted from this provision.

PRODUCT	COUNTRY OF ORIGIN

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

GENERAL

BIDDER'S NAME

ADDRESS

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NO.

NONSEGREGATED FACILITIES

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS (41 CFR 60-1.8)

(1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding $10,000 which is not exempt from the provisions of the equal opportunity clause.

(2) Contractors receiving federally assisted construction contract awards exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NONSEGREGATED FACILITIES

(1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the equal opportunity clause.

(2) Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

WAGE, LABOR, EEO, SAFETY AND GENERAL REQUIREMENTS

Part A: FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

A-1: Airport and Airway Improvement Program Project.

The work in this contract is included in Airport Improvement Project No. 3-28-0031-0020-2013 which is being undertaken and accomplished by the City of Hattiesburg(Sponsor) in accordance with the terms and conditions of a grant agreement between the Sponsor and the United States, under the Airport and Airway Improvement Act of 1982 (P. L. 97-248) as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987 (P. L. 100-223) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs under those Acts. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or the United States, by the contract, makes the Unites States a party to this contract.

A-2: Consent to Assignment.

The contractor shall obtain the prior written consent of the Sponsor to any proposed assignment of any interest in or part of this contract.

A-3: Convict Labor.

No convict labor may be employed under this contract.

A-4: Veterans Preference.

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Act. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

A-5: Withholding: Sponsor from Contractor.

Whether or not payments or advances to the City of Hattiesburg(Sponsor) are withheld or suspended by the FAA, the Sponsor may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work, the full amount of wages required by this contract.

A-6: Nonpayment of Wages.

If the contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract, the City of Hattiesburg(Sponsor) may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

A-7: FAA inspection and review.
The contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

A-8: Subcontracts.

The contractor shall insert in each of his subcontracts the provisions contained in paragraphs A-1, A-3, A-4, A-5, A-6, and A-7 requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

A-9: Contract termination.

Any violation or breach of the terms of this contract on the part of the contractor or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement. (49 CFR Part 18).

A-10: Inspection of Records.

The contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed. (49 CFR Part 18).

A-11: Rights to Inventions.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor. (49 CFR Part 18).

A-12: General Civil Rights Provisions.

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor from the bid solicitation period through the completion of the contract. (Section 520, Airport and Airway Improvement Act of 1982).

Part B: DAVIS-BACON ACT REQUIREMENTS (29 CFR PART 5)

B-1 Minimum Wages.

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of paragraph (B1) (d) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a) (4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (B-1) (b) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(b) (1) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determinations; and
(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour

Division, Employment Standards Administration, U. S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (B1) (b) (2) or (3) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that, the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

B-2 Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to David-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic,

including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

B-3 Payrolls and Basic Records.

(a) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her current classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b) (2) (b) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (29 CFR 5.5(a) (3) (i) (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(b) (1) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a) (3) (i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph B-3 (a) above and that such information is correct and complete;

(ii) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph B-3 (b) (2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(c) The contractor or subcontractor shall make the records required under paragraph B-3 (a) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

B-4 Apprentices and Trainees.

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a

contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or the State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment Training Administration. The ratio of trainee to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainee's shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any training performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

B-5 Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

B-6 Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a) (1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

B-7 Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

B-8 Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the
contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

B-9 Certification of Eligibility.

(a) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001.

B-10 Contract Termination: Debarment.

A breach of the contract clauses in paragraph B-1 through B-9 of this section and paragraphs C-1 through C-5 of Section C may be grounds for termination of the contract, and for the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

B-11: The following inserts include the wage determination for this project. The "Highway" determination shall priority for the project.

General Decision Number: MS130169 03/29/2013 MS169

Superseded General Decision Number: MS20120169

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/04/2013
1	03/29/2013

* ELEC0903-003 06/01/2012

	Rates	Fringes
ELECTRICIAN	$ 23.60	12%+4.40

* SUMS2008-130 09/04/2008

	Rates	Fringes
CARPENTER	$ 13.00	0.00
CEMENT MASON/CONCRETE FINISHER	$ 11.54	1.63
LABORER: Common or General	$ 8.34	0.00
LABORER: Pipelayer	$ 10.17	0.00
OPERATOR: Backhoe	$ 12.57	0.00
OPERATOR: Broom/Sweeper	$ 8.00	0.00
OPERATOR: Bulldozer	$ 11.63	0.00
OPERATOR: Grader/Blade	$ 11.10	0.00
OPERATOR: Mechanic	$ 13.00	0.00
OPERATOR: Piledriver	$ 12.50	1.23
OPERATOR: Roller	$ 9.31	0.00
OPERATOR: Scraper	$ 10.00	0.00
TRUCK DRIVER	$ 10.34	0.00

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Part C: CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (29 CFR PART 5)

C-1: Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborers or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C-2: Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph C-1 above, the contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set for the in paragraph C-1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph C-1 above.

C-3: Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C-2 above.

C-4: Subcontractors.

The contractors or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs C-1 through C-4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs C-1 through C-4.

C-5: Working Conditions.

No contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

Part D: EQUAL EMPLOYMENT OPPORTUNITY (41 CFR PART 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

D-1: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

D-2: The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

D-3: The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D-4: The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

D-5: The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

D-6: In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

D-7: The contractor will include the portion of the sentence immediately preceding paragraph D-1 and the provisions of paragraphs D-1 through D-7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Part E: CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS

E-1: Any other provision herein to the contrary notwithstanding, the contractor in carrying out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having the area surrounding where work under this contract will be performed. In addition, the contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA Advisory Circular 150/5370-10, Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control. Copies of this Advisory Circular can be obtained from Department of Transportation, Distribution Unit, TAD-484.3, Washington, D.C. 20590.

E-2: Contractors and subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

Part F: STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION

CONTRACT SPECIFICATIONS (41 CFR 60-4.3)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a

recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendent, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.

Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. The contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of change in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Part G: CONTRACTUAL REQUIREMENTS PURSUANT TO CIVIL RIGHTS ACT OF 1964, TITLE VI

(49 CFR PART 21)

During the performance of this contract, the contractor, for itself, 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 ground of race, color, or national origin in the selection and retention of subcontractors, including procurements 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 Subcontracts, Including Procurements 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 owner.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the owner shall impose such contract sanctions as it 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 procurements 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 owner may direct as a means of enforcing such provisions including sanctions for noncompliance.

Part H: TERMINATION OF CONTRACT (49 CFR PART 18)

1. The owner may, by written notice, terminate this contract in whole or in part at any time, either for the owner's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the owner.

2. If the termination is for the convenience of the owner, the equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the owner for any additional cost occasioned to the owner thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the owner. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

5. The right and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Part I: BUY AMERICAN: STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (Aviation Safety and Capacity Expansion Act of 1990)

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (1) or (2) shall be treated as domestic.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors material men, and suppliers in the performance of this contract, except those

(1) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(2) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

(3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS (49 CFR PART 23)

PART A

Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

DBE Obligation. The contractor agrees to ensure that disadvantaged 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 that disadvantaged 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.

Compliance. All bidders, potential contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.

Subcontract Clauses.

All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts which offers further subcontracting opportunities.

PART B

It is further understood and agreed:

The award procedure for this solicitation will include the selection criteria of 49 CFR Part 23.45(I) to ensure that prime contracts are awarded to competitors that meet Disadvantaged Business Enterprise (DBE) goals.

Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is eleven (11.0) percent of the dollar value of this contract.

After opening bids, the apparent successful bidder will be required to submit the names and addresses of the DBE firms that will participate in the contract along with a description of the work to be performed by each named firm and the dollar value for each contract (subcontract). If the responses do not clearly show DBE participation will meet the goals above, the apparent successful bidder must provide documentation clearly demonstrating, to the satisfaction of the

airport sponsor, that it made good faith efforts in attempting to do so and that meeting said goals is not reasonably possible. A bid that fails to meet these requirements will be considered non-responsive.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide sub-contracting quotations to other bidders/proposers are prohibited. All bidders and proposers shall make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE subcontractor.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts..

BIDDERS INSTRUCTIONS AND CHECKLIST

1) Contract is being awarded on the total bid (Base Bid and selected Alternates as shown on the first sheet of the (BID FORM) being submitted.

2) a) Any proposal received after June 13, 2013 will be returned unopened.

b) As a condition of the opening of a bid, the bid must be submitted and sealed in a plain envelope with the following listed information plainly written on the outside or face of the envelope:

i) Submitted to: (Name of Owner)

ii) for: (Name of the project and contract designation for which the bid is submitted.)

iii) Bid of: (Name of person or firm submitting the bid.)

iii) Insert: (Permanent address of the bidder)

v) Insert: (Post office box number or street address, and the city and state of the bidder.)

vi) Certification: For a bid where the total amount is in excess of Fifty Thousand Dollars ($50,000), the bidder must have a Certificate of Responsibility number shown on the outside of the sealed envelope containing the bid. For a bid where the total amount is not in excess of Fifty Thousand Dollars ($50,000), the bidder must have a statement signifying this that is shown on the outside of tl1e sealed envelope containing the bid.

c) If forwarded by mail, the sealed envelope containing the bid must be enclosed in another sealed envelope addressed to the owner.

d) The attention of prospective bidders is directed to all state fees and taxes required for the privilege of doing business within the state.

e) Any proposal received that does not comply with this provision will be returned unopened.

f) The name of the project is HATTIESBURG-BOBBY L. CHAIN AIRPORT, Runway 31 Drainage & Safety Area Improvements – Part 2.

g) Each bid must be accompanied by a bid bond, a certified check or cashier's check for an amount equal to five percent (5%) of the total bid as a bid guarantee.

h) Successful bidders will be required to execute the standard form of "Contract Agreement" for construction, together with a I 00% performance bond and a 100% payment bond, within fifteen (15) days after formal award of the contract. The bonds shall be acceptable

to the owner and shall be executed by a company licensed to do business in the State of Mississippi. The bonds shall either be signed or countersigned by a Mississippi resident agent of the surety company.

i) The time allowed for completing this project is one hundred and twenty (120) calendar days, commencing with the date of the "Notice to Proceed." Failure to complete the work within the allowable contract time will result in the assessment of liquidated damages of two thousand dollars ($1,000.00) per calendar day after the expiration of contract time.

j) If the contractor should experience unforeseen delays due to causes beyond its control, i.e., receipt of materials, weather delays, etc., these time periods may be extended by the owner, based upon justification received by the engineer from the contractor, and the engineer's recommendation to the owner.

k) The bidder understands that the unit prices included on the proposal form as a part of its bid shall be held good and may not be altered or withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

l) The owner's intent in performing this work is to repair existing drainage and improve safety area.

3) Bid Conditions, Disadvantaged Business Enterprise Program

a) The following bid conditions are applied to this Department of Transportation (DOT) assisted contract. Submission of a proposal by a prospective contractor shall constitute full acceptance of these bid conditions.

i) Definition. Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in Paragraph 23.62 of Subpart D to 49 CFR Part 23.

ii) Policy. It is the policy of DOT t hat disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently the DBE requirements of 49 CFR Part 23 apply to this contract.

iii) DBE Obligation. The contractor agrees to ensure that disadvantaged 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. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged 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.

iv) Compliance. All bidders, potential contractors, or subcontractors for this DOT-

assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract that may result in termination of the contract or such other remedy as deemed appropriate by the owner.

v) Subcontract Clauses. All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.

vi) Contract Award. Bidders are hereby advised that meeting DBE subcontract goals or making a good faith effort to meet such goals are conditions of being awarded this DOT-assisted contract. The owner proposes to award the contract to the lowest responsible bidder submitting a reasonable bid provided he has met the goals for DBE participation or, if failing to meet the goals, it has made good faith effort to meet the established goals for DB E participation. The bidder is advised that the owner has sole authority to determine if the bidder has made sufficient effort toward meeting DBE goals to quality) for the contract award. The owner reserves the right to reject any or all bids submitted.

vii) Subcontract Goals. The attainment of goals established for these contracts are to be measured as a percentage of the total dollar value of the contract. The goals established for this contract is eleven percent (11%) (based on historical and availability references of minorities, females, and other) to be performed by the DBE's.

viii) Available DBE's. The owner has on file a DBE program which has been approved by the Federal Aviation Administration. This program contains a listing of known DBE's that have been certified by a sponsor of one or more DOT programs. Bidders are encouraged to inspect this program to assist in locating DBE's for the work. Other DBE's may be certified and added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goals will not be counted unless the DBE to be used has been certified.

ix) Contractor's Required Submission. The owner requires the submission of the following "Non-DBE Subcontracts" information within ten (10) days after the bid opening and prior to award o f the contract under this solicitation. Certain other DBE information may also be required.

NON-DBE SUBCONTRACTS

Non-DBE Subcontractors Names and Addresses	Subcontract Work Item	Dollar Value of Subcontract Work

Total Dollar Value of Sub Contract Work _____

Total Dollar Value of Basic Bid _____

Percent of Total _____%

WOMEN SUBCONTRACTS

Women Subcontractors Names and Addresses	Subcontract Work Item	Dollar Value of Subcontract Work

Total Dollar Value of Subcontract Work _____

Total Dollar Value of Basic Bid _____

Percent of Total _____%

DBE SUBCONTRACTS

DBE Subcontractors Names and Addresses	Subcontract Work Item	Dollar Value of Subcontract Work

Total Dollar Value of Subcontract Work _____

Total Dollar Value of Basic Bid _____

Percent of Total _____

x) Contractor Assurance. The bidder hereby assures that he will meet one of the following, as appropriate:

(1) The DBE participation goal as established in paragraph 2(a) vii above.

(2) The DBE participation percentage as shown in paragraph 2(a) vii, which was submitted as a condition of contract award.

b) Agreements between bidder/proposer and DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make a good faith effort to replace a DBE subcontract that is unable to perform successfully with another DBE subcontractor. Substitution must be coordinated and approved by the owner. The bidder shall establish and maintain records and submit regular reports, as required, that will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

c) If the contractor fails to meet the contract goals established in paragraph 2(a) vii above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable) as well as the DBE information should be submitted as specified in paragraph 2b above.

d) Suggested guidance for use in determining if good faith efforts were made by a contractor is included in Appendix A to 49 CFR Part 23, Subpart 23.45(h), revised as of April 27, 1981.

e) A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in Appendix A are as follows:

i) Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;

ii) Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;

iii) Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;

iv) Whether the contractor followed up initial solicitations of interest by contacting

DBE's to determine with certainty whether the DBE's were interested;

v) Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including breaking down contracts into economically feasible units to facilitate DBE participation, where appropriate);

vi) Whether the contractor provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;

vii) Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities;

viii) Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient of contractor; and

ix) Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure a DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

CHECKLIST

1. Bid forms.
2. Bid bond or bid security.
3. Acknowledge all agenda.
4. Contractor's name and license number on the outside of the envelope.
5. Proper labeling as bid for project on outside of the envelope.
6. Delivered or addressed to the Director of Purchasing.
7. Authorized signature of bidder on bid forms.
8. Bidder is advised to pay strict attention to bond requirements.

SECTION D: BID INFORMATION

BID FORM

DATE : _____ , 2013

NAME OF BIDDER:

MISSISSIPPI CONTRACTOR LICENSE NO.

City Clerk's Office
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Gentlemen:

The undersigned, being a qualified bidder in compliance with your Advertisement for Bids for the construction of:

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 31 DRAINAGE IMPROVEMENTS & SAFETY AREA IMPROVEMENTS – PART 2

AIP No. 3-28-0031-0020-2013
for the
CITY OF HATTIESBURG

Having examined the plans and specifications with related documents, and having examined the sites of the proposed work, hereby proposes to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated hereinafter. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part. This "unit price" Bid shall be invoiced based on completed installed quantities.

The undersigned Bidder agrees to fully complete the Project within one hundred and twenty (120) calendar days from the date of the "Order to Proceed". The Bidder agrees to pay as liquidated damages, the sum of One Thousand Dollars ($1,000.00) for each consecutive calendar day thereafter. The Bidder further agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids. In the event the Owner issues the Notice of Award during this period, the Bid accepted shall continue to remain binding until the successful Bidder delivers his executed Contract Documents to the Owner.

The Bidder acknowledges receipt of, and makes a part of this proposal the following addenda: _

The Bidder's attention is directed to the "Instructions to Bidders" contained in these contract documents. It shall be the Bidder's responsibility to review and comply with these instructions.

The bidder shall complete the following statements by checking the appropriate space.

The bidder has ____ has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The bidder has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Bidder will execute the formal contract within ten (10) days after original date of Owner's Notice of Award and will deliver a Surety Bond or Bonds for the faithful performance of the Contract, per these drawings and specifications. A certificate of insurance shall also be delivered.

Bid Security is attached without endorsement, in the sum of five percent (5%) of the total

of the Base Bid Schedule

($ _____) dollars

and of Additive Alternate No.1 Schedule

($_____) dollars

is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth.

(SEAL) If bid is by a corporation

Respectfully submitted,

Bidder

By:

Title

_____ Address

BID FORM

BID SCHEDULE – BASE BID
Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage & Safety Area Improvements – Part 2
AIP No. 3-28-0031-0020-2013

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
P-151	Clearing & Demolition	1	LUMP SUM		_____ Dollars _____ Cents
P-152.4.1	Unclassified Excavation	9,000	C.Y.		_____ Dollars _____ Cents
P-152.4.2	Embankment In Place	31,000	C.Y.		_____ Dollars _____ Cents
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	2,265	L.F.		_____ Dollars _____ Cents
I-3.2	Additional Insurance Premium	1	LUMP SUM		_____ Dollars _____ Cents

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID FORM

BID SCHEDULE – BASE BID
Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage & Safety Area Improvements – Part 2
AIP No. 3-28-0031-0020-2013

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
T-901-5.1	Turfing (Seeding Fertilizing and Mulching)	10	ACRE		_____ Dollars _____ Cents
S001	Mobilization	1	LUMP SUM		_____ Dollars _____ Cents
S004	Adjust Height of Lights	6	LUMP SUM		_____ Dollars _____ Cents
S005	Construction Layout	1	LUMP SUM		_____ Dollars _____ Cents
S007	Cellular Concrete Block Erosion Control	1,800	S.Y.		_____ Dollars _____ Cents

Contract time is one hundred and twenty (120) calendar days.

Total Bid Schedule – Base Bid $ _____

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID FORM

BID SCHEDULE – Additive Alternate #1
Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage & Safety Area Improvements – Part 2
AIP No. 3-28-0031-0020-2013

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
P-152.4.1	Unclassified Excavation	5,000	C.Y.		Dollars Cents
P-152.4.2	Embankment In Place	2,200	C.Y.		Dollars Cents
D-705-5.1(C)	6" Poly (Vinyl Chloride)Ribbed Drain Pipe	435	L.F.		Dollars Cents
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	1,230	L.F.		Dollars Cents
					Dollars Cents

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID FORM

BID SCHEDULE – Additive Alternate #1
Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage & Safety Area Improvements – Part 2
AIP No. 3-28-0031-0020-2013

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
T-901-5.1	Turfing (Seeding Fertilizing and Mulching)	3	ACRE		_____ Dollars _____ Cents
					_____ Dollars _____ Cents
					_____ Dollars _____ Cents
S005	Construction Layout	1	LUMP SUM		_____ Dollars _____ Cents

Contract time is one hundred and twenty (120) calendar days.

Total Bid Schedule – Additive Alternate #1 $ _____

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and

as Surety, are hereby held and firmly bound unto

as OWNER in the penal sum of

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this _____ day of _____, _____. The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the:

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS – PART 2

A.I.P Project No. 3-28-0031-0020-2013
for the
CITY OF HATTIESBURG

NOW, THEREFORE,

a) If said BID shall be rejected, or

b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, The Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____
Principal

_____ By: _____
Surety

IMPORTANT NOTE: Surety bonds shall be procured according to Mississippi State Law. Any surety bond written for a public works project shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Mississippi domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Mississippi or owned by Mississippi residents and is licensed to write surety bonds.

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared,

_____, who after first being sworn, deposes and says: that

he is _____ (a partner of the firm of, etc.) _____ .

The party making the foregoing Proposal or bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, or collusion, or communication or conference with any person to fix the bid price of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price or that of any other bidder, or to secure any advantage against THE CITY OF HATTIESBURG, State of Mississippi, Owner, or any person interested in the proposed Contract; and that all statements contained in said proposal or bid, or the contents thereof, or divulged information or data relative hereto to any association or any member or agent thereof, are true.

_____

SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS _____ DAY OF _____ ,

20 _____.

_____

(Notary Public)

My commission expires _____ .

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 49 CFR Part 29.

1. The prospective lower tier participant certifies, by submissions of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____

Organization Name *Project Name*

_____ _____

Authorized Representative *Title*

_____ _____

Signature *Date*

ELIGIBILITY QUESTIONNAIRE

NAME:

BUSINESS ADDRESS:

FEDERAL IDENTIFICATION NUMBER:

NAMES OF PRINCIPALS (Officers, Directors, Partners or Owners):

Has the corporation or any principal -

1. Been convicted or had a civil judgment against it involving fraud or any criminal offense in connection with the obtaining or attempt to obtain a public or private contract? If so, please explain in detail.

2. Been convicted or had a civil judgment against it concerning the violation of any federal or state antitrust statute. If so, please explain in detail.

3. Been convicted or had a civil judgment against it concerning the commission of any embezzlement, theft, forgery, bribing, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice. If so, please explain in detail.

4. Been convicted or had a civil judgment against it involving offenses indicating a lack of business integrity. If so, please explain in detail.

5. Has the corporation violated any public contract or transaction through:

   a. Willful failure to perform;
   b. Unsatisfactory performance;
   c. Willful violation of any statute or regulation.

   If so, please explain in detail.

6. Has the corporation or any principal been debarred or suspended from transactions with any agency of the U.S. Government, state of Mississippi or any other state? If so, please explain in detail.

7. Has the corporation willfully done business with any person or corporation that it knows has been debarred or suspended from federal or state transactions. If so, please explain in detail.

8. Has the corporation failed to pay substantial debt to the United States or any of its agencies? If so, please explain in detail.

9. Has the corporation ever entered into a voluntary exclusion from transactions with the United States or its agencies? If so, please explain in detail.

The undersigned authorized corporate representative, partner, or owner avers that the information supplied herein is true and correct and that the assertions are of the essence of the acceptance of a bid. If any information is willfully withheld or answered falsely, the City of Hattiesburg may declare the contract breached.

_____, Mississippi this _____ day of _____, 20

Authorized Representative

ACKNOWLEDGMENT OF CONTINUING OBLIGATION TO INFORM

The undersigned authorized representative of the bidder acknowledges that he understands that the bidder has the continuing obligation to inform the City of Hattiesburg of any matters concerning its eligibility and specifically any matters set forth in the Eligibility Questionnaire. Failure to inform shall be the basis for the City to declare the contract breached.

_____, Mississippi this _____ day of _____, 20

Authorized Representative

SECTION E: CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20 ____, State of Mississippi, hereinafter called "Owner" and

_____,

hereinafter called the "Contractor".

WITNESSETH THAT, the Owner and Contractor do mutually agree as follows:

1. In consideration of the price for the work herein specified in the bid proposal to be paid by the Owner to the Contractor at the time and in a manner hereinafter provided, the Contractor does hereby agree to construct complete in every detail as follows:

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS – PART 2

A.I.P Project No. 3-28-0031-0020-2013
for the
CITY OF HATTIESBURG

in compliance with the advertisement of Bids, Proposal Form, Contract, Performance Bond, General Provisions, Specifications, Plans, and Addenda.

2. This price shall include the cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, transportation, and other accessories and services necessary to complete this project, in accordance with the Contract Documents.

3. The Contractor shall commence work under this Contract within ten (10) days from the date of the written "Order to Proceed" issued by the Owner. The Contractor shall complete all work under the Contract within one hundred twenty (120) calendar days from the date of the "Order to Proceed".

The Owner has determined, and the Contractor agrees, that the liquidated damages for a delay in completion of this Contract will be One Thousand Dollars ($1,000.00) per working day in excess of the stated time of completion.

4. That upon satisfactory completion of the work and approval by the Engineer, the Owner will issue a written acceptance of the work to the Contractor, who will immediately thereafter file same with the Recorder of Mortgages in County.

5. A retainage of ten percent (10%) shall be withheld from each progress payment. Upon successful clearance of the lien, the Contractor shall submit a final invoice, with the clear lien certificate, for payment by the Owner in accordance with standard payment procedures established by the City of Hattiesburg.

6. The Owner agrees to pay the Contractor for the performance of the Contract as provided in the Specifications, and to make monthly payments on account thereof as provided in the General conditions. The contract amount, as presented in bid by Contractor is $ _____ or _____ (in words).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original counterparts on the day and year first herein above written.

WITNESSES:

Contractor

_____

Signature

_____

Title

WITNESSES:

Owner

_____

Signature

_____

Title

SECTION F: PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) *

and (2) * _____ hereinafter called "Principal" and (3) *

a Surety Company authorized to do and doing business in the State of Mississippi, hereinafter called "Surety" are held and firmly bound unto the City of Hattiesburg, hereinafter called "Owner" in penal sums of _____dollars ($_____)

Performance Bond and _____ dollars ($ _____) Payment Bond in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the Principal entered into a certain contract with the Owner dated the _____ day of _____ , 20 _____ , a copy of which is hereto attached and made a part hereof for the furnishing of:

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NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof which may be granted by the owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms,

subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the prosecution of such work, and all insurance premiums on said work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alterations or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts each one of which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

_____
(Principal Secretary)

Principal

BY:

_____
Witness as to Principal

_____
Address

Address

ATTEST:

(SEAL)

_____
(Surety) Secretary

Surety

_____
Attorney-in-Fact

BY:
Witness as to Surety

_____
Address

Address

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF AGREEMENT.

* 1. Correct name of Contractor.

* 2. A Corporation, a Partnership, or an Individual, as case may be.

* 3. Correct name of Surety.

NOTE: Contractor shall furnish performance and payment bonds as a security for the faithful performance and payment of all his obligations under the Contract Documents. These bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided) in such form and with such sureties as are licensed to conduct business in the State where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, or by a Mississippi domiciled insurance company with at least an A rating in the latest printing of A.M. Best's Key Rating Guide and in accordance with Mississippi R.S. 38:2219.

SECTION G: CERTIFICATE AND RELEASE

FROM:

(Name of Contractor)

TO: City Council, City of Hattiesburg, Mississippi

RE: Contract entered into on the _____ day of _____ , _____ ,

between the City of Hattiesburg, Mississippi and

(Name of Contractor)

of _____ , _____
(City) *(State)*

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
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KNOW ALL MEN BY THESE PRESENTS:

A. The undersigned hereby certified that there are no outstanding claims of laborers, material, men, subcontractors or others arising out of the performance of this Contract, which might be asserted against the City, represented by the Commission Council, and the undersigned will agree that in the event of the assertion of any such claims against the City represented by the Commission Council, the undersigned will indemnify and save harmless the City from any such claims.

B. That the undersigned hereby acknowledges receipt from the City of all sums payable to the undersigned by the City under or pursuant to the above mentioned contract, with the following exceptions:

(List all exceptions here. If none, state "none".)

C. The undersigned further certifies and acknowledges that the City has duly performed and fulfilled all the terms, provisions and conditions to be performed or fulfilled under or pursuant to said Contract (with the exceptions as noted above).

D. That the undersigned, except as regard items listed in paragraph "B" in consideration of the sum of $1 paid to the undersigned, receipt whereof is hereby acknowledged, does hereby release the City from all claims arising under or by virtue of said Contract.

IN WITNESS WHEREOF, the undersigned has signed and sealant

this instrument this _____ day of _____ , 20 _____ .

_____ *(Seal)*

_____ , being first duly sworn on oath, deposes and says first, that he is the _____ of *(Title)* _____ , second, that he had read the

(Name of Company)

foregoing certificate by him subscribed as _____ of
(Title)

the _____ .
(Name of Company)

The matters and things stated therein are, to the best of his knowledge and belief, true.

(Name)

Subscribed and sworn to before me this _____ day of _____ , 20 _____ .

SECTION H: SPECIAL PROVISIONS

H-01. NAME OF PROJECT. The project shall be known as

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
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for the
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H-02. OWNER. The Owner is the City of Hattiesburg, Mississippi represented by its Mayor, domiciled in the City Hall of Hattiesburg, Mississippi.

H-03. LOCATION. The project is located approximately eight miles south east of downtown Hattiesburg, Mississippi.

H-04. SOURCE OF FUNDS. Owner's Funds for construction have been provided by proceeds from airport revenues.

H-05. ACCESSIBILITY. Access to the airport site may be gained by traveling south on US Highway 49, turn at its intersection with JM Tatum Industrial Drive and continue to Academy Drive.

H-06. DOCUMENTS FORMING THE CONTRACT. The documents forming the contract documents include Contract Documents and Specifications for HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT RUNWAY 31 DRAINAGE IMPROVEMENTS – PART 2 A.I.P Project No. 3-28-0031-00120-2013 for the CITY OF HATTIESBURG

H-07. SEEDING. The type of seed and rate of application shall be in accordance with the applicable portions of the current Specifications of Advisory Circular(AC) 150/5370-10A , Standards for Specifying Construction of Airports, Part X, as modified by the Field Engineer.

H-08. AIRPORT OPERATIONS. The Contractor shall coordinate his work so as to offer the least interference with airport operations and he shall cooperate with the airport management at all times in regards to safety regulations. When the location and nature of the construction process requires that the Contractor's vehicles be routed along or across active runways or taxiways, traffic movements will be coordinated with the airport manager or engineer. See REQUIREMENTS OF CONTRACTOR'S VEHICLES hereinafter. **Portable, lighted, barricades shall be furnished by the Contractor as required.**

Throughout the duration of the contract, **NO** equipment or objects projecting above ground will be permitted any closer than two hundred fifty of the centerline of the runway. Equipment may be parked near the work sites provided the above clearance requirements are maintained.

H-09. ACCESS. The Contractor's access route to staging areas and areas where work is to be performed is shown on the construction sequence plan. Maintenance of the route is required and shall include sweeping as required. Existing roads or pavements which are damaged by the Contractor's vehicles during construction shall be repaired at no additional cost to the Owner.

H-10. SCHEDULING WORK. The successful bidder shall furnish a proposed work schedule at the Pre-construction Conference. See paragraph H-18 for work phases.

During night operations the Contractor shall provide lighting as required for construction. Separate payment will not be made for lighting expenses.

H-11. OFFICE SPACE FOR INSPECTOR. Office space for the inspector will not be required.

H-12. LABORATORY TESTS. The Owner will employ the services of a Commercial Laboratory for the purpose of sampling and testing construction materials. The Contractor shall furnish materials for sampling at his expense.
Compaction and gradation tests which fail to comply with requirements of the plans and specifications shall be charged to the Contractor. The Engineer shall supervise all testing and tests performed without his knowledge or approval shall be paid for by the Contractor regardless of failing or passing.

H-13. RECORDING DOCUMENTS. The Contractor shall file on record at the Forrest County Courthouse, the construction contract and letter of acceptance of the final work. This will be considered as subsidiary obligation.

H-14. PROTECTION OF CABLES, CONTROLS, NAVAIDS & WEATHER BUREAU. The Contractor is hereby informed that there are installed on the airport FAA NAVAIDS: including, without limitation, electric cables and controls relating to such NAVAIDS and facilities, and other electric power cables serving other facilities. Such NAVAIDS, and other facilities, and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the Engineers acting under the orders and instructions of the airport management and/or the designated FAA representative. Any instructions to this Contractor to clear any given area, at any time, by the Engineers or the airport management (by radio or other means) shall be immediately executed. Construction work will be commenced in the cleared area only when additional instructions are issued by the proper authorities.

The Contractor shall be responsible for the protection of all buried cables and utilities shown on the plans or subsequently located on the job site by the Engineers.

Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau and other facilities, will be marked in the field by the Engineers for the information of the Contractor,

before any work in their general vicinity is started. Thereafter, through the entire time of this construction they shall be protected from any possible damage, including crossing with unauthorized equipment.

The Contractor shall immediately repair, with equivalent material by skilled workmen, any underground cables serving FAA NAVAIDS, Weather Bureau and other airport facilities, which are damaged by his workmen, equipment, or work. Prior approval of the FAA must be obtained for the materials, workmen, time of day or night, method of repairs, and for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS and facilities damaged by the Contractor. Prior approval of the Engineer must be obtained for the materials, workmen, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any other airport facilities and cables damaged by this Contractor.

H-15. INSURANCE REQUIREMENTS.

1. The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

    a. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

    b. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;

    c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

    d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

    e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

2. Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

3. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, Liability insurance as hereinafter specified;

a. CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR.

Insurance Requirements

The Contractor shall furnish the following along with Bonds and Contract Documents sent to the City for execution:

Certificates of Insurance in companies doing business in Mississippi and acceptable to the County covering:

Statutory Worker's Compensation Insurance;

Comprehensive Liability Insurance covering all operations and automobiles:

Comprehensive General Liability: $5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

Certificates of Insurance must be executed in accordance with the following provisions:

Certificates to contain policy number, policy limits and policy expiration dates of all policies issued in accordance with this Contract;

Certificates to contain the location and operations to which the insurance applies;

Certificates to contain Contractor's protective coverage for any Subcontractor's operations;

Certifications to contain Contractor's Contractual Insurance coverage;

Certificates are to be **issued** to:
Mayor and City Council
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subcontractors who are engaged in this Work.

The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all Subcontractors likewise carry statutory Workers' Compensation Insurance.

The City, its officials and staff shall be named as additional insureds with right of notice in the policy.

a. The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S Surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

4. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

5. The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

CERTIFICATE of INSURANCE

To: _____ Date: _____

_____ Project No.: _____

_____ Type of Project: _____

THIS is to CERTIFY that

_____

(Name and Address of Insured)

is, at the date of this certificate, insured by this company, with respect to the business operations hereinafter described, for the types of insurance, and in accordance with the provisions of the standard policies used by this company, and further hereinafter described. Exceptions to standard policy noted on reverse side thereof.

Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Worker's Compensation				
Public Liability				Person/ Aggregate/
Property Damage				
Builder's Risk				
Automobile				
Blasting				
Collapse of Building or Structures				
Damage to Underground Utilities				
Other				
Location Covered				
Description of Operations Covered				

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five (5) days after the insured has received written notice of such change or cancellation.

Where applicable, local laws or regulations requiring more than five (5) days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

_____,2013
Date

_____
Name of Insurer

by _____
Signature

_____
Print Name

_____
Title

H-16. WEATHER DATA. The Contractor shall avail himself of weather bureau data regarding the anticipated temperatures and rainfall.

H-17. REQUIREMENTS OF CONTRACTOR'S VEHICLES.

1. For the purpose of this Section, the following definitions apply:

   a. Vehicle - All conveyance, except aircraft, used on the ground to transport persons, materials, or equipment.

   b. Aircraft Operation Areas - Those areas which encompass the runways, taxiways, and other areas of the airport utilized for taxiing, take-off, and landing of aircraft, including aprons and parking areas.

   c. Airfield Service Vehicles - Those vehicles operated by Airport management or the Contractor and routinely used for service, maintenance, and construction on the aircraft movement area.

   d. Aircraft Support Vehicles - Those vehicles routinely used on the aircraft aprons or parking areas in support of aircraft operations.

   e. Service and Delivery Vehicles - Those vehicles operating on the air operation areas which pick up and deliver air cargo and airport and airline supplies.

2. No vehicles shall operate within the air operations areas unless it is required for delivery and pick up of Contractor's personnel, materials, air cargo, aircraft servicing, airport maintenance, or in emergency conditions.

3. No vehicle will be given authorization to operate on the air operations area unless it shall be in good mechanical order, with adequate lights, horn, brakes and clear vision from the driver's seat. Trailer and semi-trailers will not be permitted unless they are equipped with reflector lights and proper functional brakes so that when disengaged from the towing vehicle, neither aircraft blast nor wind will cause them to become free rolling. Positive locking couplings will be required for all towed equipment.

4. All vehicle operators are required, by the HATTIESBURG-BOBBY L. CHAIN AIRPORT, to have a valid operator's permit for a motor vehicle before operating a vehicle on the airport property. In addition, all vehicles to be operated on airport property are required to be registered by the State of Mississippi, except those not required by state statutes.

5. The HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT has established guidelines for operating within the air operations area:

a. General vehicle regulations:

(1) No person shall operate a motor vehicle on the airport when such vehicle does not posses valid license tags issued by the appropriate authority.

(2) The driver of any motor vehicle operated on the airport must at all times comply with a lawful order, signal or directive of an authorized representative of the airport.

(3) No motor vehicle shall be operated on the airport if it is so constructed, equipped or loaded as to endanger persons or property.

(4) No person shall park a motor vehicle on the airport other than in the area specifically established by the Airport Manager for the parking of the equipment.

(5) All motor vehicles, except scooters, shall be equipped with two headlights and one or more red taillights; the headlights to be of sufficient brilliance to assure safety in driving at night, and all lights shall be kept lighted after sunset unless the vehicle is in a designated parking area.

(6) All motor vehicles shall be equipped with two reflectors on the rear and two reflectors for each side (front and rear). A reflector will be considered adequate when it is so designed, located and maintained as to be visible for at least five hundred feet when facing an oncoming vehicle with ordinary headlights.

(7) Emergency conditions existing on the airport will not mitigate or cancel any existing rule. During such conditions all drivers of every motor vehicle shall make certain that his vehicle does not move in any direction that could interfere with any or all authorized operations necessary for the effective control of the emergency.

(8) Any equipment not needed immanently for repairs or construction of runway or taxiways shall not be parked within a safety area. Parking of equipment on the airport during hours when repairs or construction are not in progress shall not be closer than 250 feet from the edge of any active taxiway, runway, ramp, or apron. In any event, such equipment will be marked by flags not less than 3 feet square made of alternating 1 foot squares of white and international orange cloth; and during hours of darkness by obstruction lights when applicable.

b. Right-of-Way between motor vehicles.

(1) Emergency vehicles shall have the right-of-way over all other motor vehicles operating on the airport.

(2) On the aprons, fuel tenders shall have the right-of way over other vehicles.

(3) On the aprons, motor vehicles operated in support of air carrier operations shall have the right-of-way over administrative and maintenance vehicles except as noted in 4.

(4) Maintenance and construction vehicles shall have the right-of-way when operating within routes specifically designated by the Airport Manager in each instance of repairs or construction requiring several movements within a short period of time or during any extensive construction.

c. Right-of-way between motor vehicles and aircraft.

(1) All vehicles shall relinquish right-of-way to any aircraft moving under its own power.

(2) All vehicles shall pass on the pilot's side of an aircraft moving under its own power.

(3) When parking adjacent to a runway, all vehicles must park parallel to the runway and at least 200 feet to the outside of the runway lights.

6. The Airport Manager shall have the responsibility of control over the vehicular traffic operating on the air operations area. All vehicles are required to obtain clearance from the Airport Manager before entering any active area of the air operations area. All vehicles must obtain additional clearance from the Airport Manager before crossing an active runway.

7. THE HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT requires that all vehicles to be operated on the air operations area shall display the name of the owner or lessee thereon, by means of a name plate or lettering. Construction contractor's equipment and personnel vehicles will be identified by means of a 3-foot square flag as described in paragraph 5a (9) herein before.

H-18. WORK PHASES. Work phases are delineated on the drawings.

SECTION I: ADDITIONAL INSURANCE PREMIUM

I-1. DESCRIPTION. The City of Hattiesburg requires that the Contractor adhere to the Insurance Requirements in Paragraph H-15 of the Special Provisions. The required Contractor's insurance coverage may exceed the normal amount of coverage the Contractor carries. The intent of this Special Specification is to provide a bid item for the Contractor's additional cost associated with the requirement that the Owner and Engineer be included as additional insured parties.

I-2. REQUIREMENTS. The Contractor will be required to furnish documentation of the Contractor's normal insurance coverage and related costs and documentation of the additional costs for the Contractor to provide the required insurance coverage.

The length of the Contractor's insurance policy may not cover the entire construction period; therefore, the cost may have to be estimated for the project duration.

I-3. METHOD OF MEASUREMENT. Measurement of the Item "Insurance" as specified herein will be by the "Lump Sum" as the work progresses.

I-4. BASIS OF PAYMENT. The payment will be made at the lump sum bid for insurance upon receipt of documentation of amount paid by the Contractor for required insurance. Any amounts in the lump sum bid item in excess of actual payments for insurance shall be paid at substantial completion of project.

Payment will be made under:

ITEM NO.	PAY ITEM	PAY UNIT
I-3.2	Additional Insurance Premium	Lump Sum

ENGINEERING AND DESIGN SPECIFICATIONS

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS – PART 2

A.I.P Project No. 3-28-0031-0020-2013
for the
CITY OF HATTIESBURG

ARE Consultants, Inc.
P.O. Box 38252
Shreveport, LA 71133
(318) 222-8252

1216 S. Morrison, STE 5
Hammond, La 70403

GENERAL PROVISIONS

SECTION 10: DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-03 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-05 AIR OPERATIONS AREA. For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.

10-07 ASTM. The American Society for Testing and Materials.

10-08 AWARD. The acceptance, by the owner, of the successful bidder's proposal.

10-09 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 CALENDAR DAY. Every day shown on the calendar.

10-12 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-15 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-18 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

10-19 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-20 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-21 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-22 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-23 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-24 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-25 LABORATORY. The official testing laboratories of the owner or such other laboratories as may be designated by the Engineer.

10-26 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-27 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award contract. All other items shall be considered minor contract items.

10-28 MATERIALS. Any substance specified for use in the construction of the contract work.

10-29 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-30 OWNER (SPONSOR). The term owner shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term sponsor shall have the same meaning as the term owner.

10-31 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-32 PAYMENT BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-33 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-34 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-35 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-36 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-37 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the owner.

10-38 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-39 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-40 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; under drains; electrical ducts, manholes, hand holes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-41 SUBGRADE. The soil which forms the pavement foundation.

10-42 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-43 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the owner covering: (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-44 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the owner by the Contractor.

10-45 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

10-46 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-47 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION 10

MODIFICATIONS TO SECTION 20

The provisions of this specification shall be applicable except as modified as follows:

20-02 In the second paragraph change all instances of "State Highway Division" to read "Mississippi Department of Transportation and Development - Aviation Division."

SECTION 20: REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders). See Section A.

20-02 PREQUALIFICATION OF BIDDERS. Each bidder shall furnish the owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the owner.

20-03 CONTENTS OF PROPOSAL FORMS. The owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 ISSUANCE OF PROPOSAL FORMS. The owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective bidder.

c. Contractor default under previous contracts with the owner.

d. Unsatisfactory work on previous contracts with the owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only

as a basis for comparison of proposals and the award of the contract. The owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled **ALTERATION OF WORK AND QUANTITIES** of Section 40 without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the owner.

20-07 PREPARATION OF PROPOSAL. The bidder shall submit his/her proposal on the forms furnished by the owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his/her proposal correctly and in ink. If the proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his/her authority to do so and that the signature is binding upon the firm or corporation.

20-08 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the owner, or if the owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the owner.

The owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-09 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the owner.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by
the owner in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the owner until any such participating bidder has been reinstated by the owner as a qualified bidder.

c. If the bidder is considered to be in default for any reason specified in the subsection titled **ISSUANCE OF PROPOSAL FORMS** of this section.

END OF SECTION 20

SECTION 30: AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in the subsection titled **IRREGULAR PROPOSALS** of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection titled **DISQUALIFICATION OF BIDDERS** of Section 20.

In addition, until the award of a contract is made, the owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the owner's best interests.

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within 30 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the owner.

30-03 CANCELLATION OF AWARD. The owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the owner in accordance with the subsection titled **APPROVAL OF CONTRACT** of this section.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the owner has made a comparison of bids as hereinbefore specified in the subsection titled **CONSIDERATION OF PROPOSALS** of this section. Proposal guaranties of the two lowest bidders will be retained by the owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the owner receives the contracts bonds as specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the owner a surety bond or bonds which have been

fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the owner, along with the fully executed surety bond or bonds specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the owner.

END OF SECTION 30

SECTION 40: SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the 25 percent limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation here-in-before specified, such excess altered work shall be covered by supplemental agreement. If the owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 OMITTED ITEMS. The Engineer may, in the owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled **PAYMENT FOR OMITTED ITEMS** of Section 90.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such extra work.

When determined by the Engineer to be in the owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled **PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK** of Section 90.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as here-in-before defined in the subsection titled **SUPPLEMENTAL AGREEMENT** of Section 10.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled **LIMITATION OF OPERATIONS** of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled **CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS** in Section 70.

With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

40-06 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection titled **RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK** of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be utilized in the work as otherwise provided for in the contract and shall remain the property of the owner when so utilized in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his/her option either:

a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the Engineer; or

c. Use such material for his/her own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., he shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his/her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the

contract work. The Contractor shall not be charged for his/her use of such material so used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his/her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-09 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

END OF SECTION 40

SECTION 50: CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different Contractors on the project. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the owner, he will advise the owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general provisions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or testing and cited FAA advisory circulars.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with two copies each of the plans and specifications. He shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Engineer shall allocate he work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will product results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his/her decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the owner may be ordered removed and replaced at the Contractor's expense unless the owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) owner, authorized representatives of the owners of such facilities shall have the right to
inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which does not form to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled **CONFORMITY WITH PLANS AND SPECIFICATIONS** of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled **CONTRACTOR'S RESPONSIBILITY FOR WORK** of Section 70.

Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the owner) from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or sub-grade previously constructed, the Contractor shall maintain the previous course or sub-grade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled **MAINTENANCE DURING CONSTRUCTION** of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the owner, shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the owner, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the

Engineer in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Engineer who will present it to the owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

SECTION 60: CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the owner. Samples will be taken by a qualified representative of the owner. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his/her request.

60-03 CERTIFICATION OF COMPLIANCE. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The Engineer or his/her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his/her acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.

b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 ENGINEER'S FIELD OFFICE AND LABORATORY. When specified and provided for as a contract item, the Contractor shall furnish a building for the exclusive use of the Engineer as a field office and field testing laboratory. The building shall be furnished and maintained by the Contractor as specified herein and shall become property of the Contractor when the contract work is completed.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to

facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his/her entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its used in the work.

60-08 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

All costs of handling, transportation from the specified location to the site of work, storage, and installing owner-furnished materials shall be included in the unit price bid for the contract item in which such owner-furnished material is used.

After any owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the Contractor's handling, storage, or use of such owner-furnished material. The owner will deduct from any monies due or to become due the Contractor any cost incurred by the owner in making good such loss due to the Contractor's handling, storage, or use of owner-furnished materials.

END OF SECTION 60

SECTION 70: LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-1 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the owner, such authorized work (by others) is indicated as follows:

N/A

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the

Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 FEDERAL AID PARTICIPATION. Not Applicable.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions are unsanitary, hazardous, or dangerous to his/her health or safety.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his/her operations and those of his/her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled **MAINTENANCE OF TRAFFIC** of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled **LIMITATION OF OPERATIONS** of Section 80 hereinafter.

70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Marking of Paved Areas on Airports.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction Activity.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Engineer.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

70-09 USE OF EXPLOSIVES. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property owner and public utility company having structures or facilities in proximity to the site of the work of his/her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her contract as may be considered necessary by the owner for such purpose may be retained for the use of the owner or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the owner as described below:
Open runway or taxiway rehabilitation after 30 calendar days from start of project.

Upon completion of any portion of the work listed above, such portion shall be accepted by the owner in accordance with the subsection titled **PARTIAL ACCEPTANCE** of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the owner shall be repaired by the Contractor at his/her expense.

The Contractor shall make his/her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled **PARTIAL ACCEPTANCE** of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his/her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seedings, and soddings furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the owners are indicated as follows:

Willmut Gas Company
315 South Main Street; P.O. Box 1649
Hattiesburg, MS 39403
(601) 544-6001

It is understood and agreed that the owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be

shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his/her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection titled **RESTORATION OF SURFACES DISTURBED BY OTHERS** of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her plan of operation. If, in the Contractor's opinion, the owner's assistance is needed to locate the utility service or facility or the presence of a representative of the owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two day's notice herein above provided shall be cause for the Engineer to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Engineer within 3 feet of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his/her surety.

70-16 FURNISHING RIGHTS-OF-WAY. The owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Engineer, his/her authorized representatives, or any officials of the owner either personally or as an official of the owner. It is understood that in such matters they act solely as agents and representatives of the owner.

70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or estop the owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the owner be precluded or estopped from recovering from the Contractor or his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her obligations under the contract. A waiver on the part of the owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the owner's rights under any warranty or guaranty.

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his/her operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume his/her operations or to suspend operations as directed.
Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled **EXTRA WORK** of Section 40 and the subsection titled **PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK** of

Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled **DETERMINATION AND EXTENSION OF CONTRACT TIME** of Section 80.

END OF SECTION 70

SECTION 80: PROSECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

Should the Contractor elect to assign his/her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the owner, and shall be consummated only on the written approval of the owner. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

For AIP contracts, the Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the owner.

80-04 LIMITATION OF OPERATIONS. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS of the airport.

When the work requires the Contractor to conduct his/her operations within an AIR OPERATIONS AREA of the airport, the work shall be coordinated with airport management (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AIR OPERATIONS AREA until so authorized by the Engineer and until the

necessary temporary marking and associated lighting is in place as provided in the subsection titled **BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS** of Section 70.

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AIR OPERATIONS AREA; immediately obey all instructions to resume work in such AIR OPERATIONS AREA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AIR OPERATIONS AREA until the satisfactory conditions are provided. The following AIR OPERATIONS AREA (AOA) cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

N/A

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to met requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of

payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

CONTRACT TIME based on CALENDAR DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his/her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his/her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled **FINAL ACCEPTANCE** of Section 50.

(5) The Contractor will be allowed 1 week in which to file a written protest setting forth his/her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled **INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES** of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled **DETERMINATION AND EXTENSION OF CONTRACT TIME** of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the owner should the Contractor fail to complete the work in the time provided in his/her contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the owner to terminate the contract for any of the following reasons if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed.

b. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the prosecution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the owner's intentions to ~~terminate the contract~~.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct
result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. **No ~~claims or loss of anticipated profits shall be considered.~~**

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.
Termination of the contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

END OF SECTION 80

SECTION 90: MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, under drains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pounds (907 kilograms) avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kilogram). When measured by volume, such volumes will be measured at 60 F (15 C) or will be corrected to the volume at 60 F (15 C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kilogram) or hundredweight (kilogram).
Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term lump sum when used as an item of payment will mean complete payment for the work described in the contract.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled **PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK** of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of

1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 kilogram) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been "under weighing" (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled **NO WAIVER OF LEGAL RIGHTS** of Section 70.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so

far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled **ALTERATION OF WORK AND QUANTITIES** of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled **OMITTED ITEMS** of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

a. **Miscellaneous**. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

b. **Comparison of Record**. The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.

c. **Statement**. No payment will be made for work performed on a force account

basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

(1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman..

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

(3) Quantities of materials, prices, and extensions.

(4) Transportation of materials.

(5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

90-06 PARTIAL PAYMENTS. Partial payments will be made at least once each month as the work progresses. Said payments will be based upon estimates prepared by the Engineer of the value of the work performed and materials complete in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled **PAYMENT FOR MATERIALS ON HAND** of this section.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection titled **PAYMENT OF WITHHELD FUNDS** of this section. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option, as provided in the subsection titled **PAYMENT OF WITHHELD FUNDS** of this section, no such 10 percent retainage shall be deducted.

When not less than 95 percent of the work has been completed the Engineer may, at his/her discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled **ACCEPTANCE AND FINAL PAYMENT** of this section.

90-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.

b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.

e. The Contractor has furnished the owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.

It is understood and agreed that the transfer of title and the owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, he/she may request that the owner accept (in lieu of the 10 percent retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the Contractor's deposits in escrow under the following conditions.

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the owner and having a value not less than the 10 percent retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the owner as a claim in accordance with the subsection titled **CLAIMS FOR ADJUSTMENT AND DISPUTES** of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled **CLAIMS FOR ADJUSTMENTS AND DISPUTES** of Section 50 or under the provisions of this subsection, such claims will be considered by the owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

END OF SECTION 90

SECTION 100: CONTRACTOR QUALITY CONTROL PROGRAM

100-01 GENERAL. When the specifications require a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

a. Adequately provide for the production of acceptable quality materials.

b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.

c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

100-02 DESCRIPTION OF PROGRAM.

a. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document which shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least 14 calendar days before the pre-construction conference.

The Quality Control Program shall be organized to address, as a minimum, the following items:

a. Quality control organization;

b. Project progress schedule;

c. Submittals schedule;

d. Inspection requirements;

e. Quality control testing plan;

f. Documentation of quality control activities; and

g. Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor's Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a

minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

(1) Professional engineer with 1 year of airport paving experience acceptable to the Engineer.

(2) Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.

(3) An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

(4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).

(5) Highway materials technician certified at Level III by NICET.

(6) Highway construction technician certified at Level III by NICET.

(7) A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

b. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100-06.

(2) Performance of all quality control tests as required by the technical specifications and Section 100-07.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing Levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

a. Specification item number;

b. Item description;

c. Description of submittal;

d. Specification paragraph requiring submittal; and

e. Scheduled date of submittal.

100-06 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.

b. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

100-07 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (e.g., P-401);

b. Item description (e.g., Plant Mix Bituminous Pavements);

c. Test type (e.g., gradation, grade, asphalt content);

d. Test standard (e.g., ASTM or AASHTO test number, as applicable);

e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);

f. Responsibility (e.g., plant technician); and

g. Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 100-08.

100-08 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.
These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily Inspection Reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description;

(2) Compliance with approved submittals;

(3) Proper storage of materials and equipment;

(4) Proper operation of all equipment;

(5) Adherence to plans and technical specifications;

(6) Review of quality control tests; and

(7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily Test Reports. The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information:

(1) Technical specification item number and description;

(2) Test designation;

(3) Location;

(4) Date of test;

(5) Control requirements;

(6) Test results;

(7) Causes for rejection;

(8) Recommended remedial actions; and

(9) Retests.

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor,
producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

(1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

(2) Order the Contractor to stop operations until appropriate corrective actions is taken.

END OF SECTION 100

DESIGN SPECIFICATIONS

for

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS – PART 2

A.I.P Project No. 3-28-0031-0020-2013
for the
CITY OF HATTIESBURG

ITEM P-151: CLEARING AND GRUBBING

DESCRIPTION

151-1.1 This item shall consist of clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Engineer.

Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the Engineer is unsuitable for the foundation of strips, pavements, or other required structures, including roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing by burning or otherwise.

CONSTRUCTION METHODS

151-2.1 GENERAL. The areas denoted on the plans to be cleared and grubbed shall be staked on the ground by the Engineer. The clearing and grubbing shall be done at a satisfactory distance in advance of the grading operations.

All spoil materials removed by clearing or by clearing and grubbing shall be disposed of by burning, when permitted by local laws, or by removal to approved disposal areas. When burning of material is permitted, it shall be burned under the constant care of competent watchmen so that the surrounding vegetation and other adjacent property will not be jeopardized. Burning shall be done in accordance with all applicable laws, ordinances, and regulations. Before starting any burning operations, the Contractor shall notify the agency having jurisdiction.

As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry which cannot be used in construction, and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. The manner and location of disposal of materials shall be subject to the approval of the Engineer and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits at his/her own expense, he shall obtain and file with the Engineer, permission in writing from the property owner for the use of private property for this purpose.

If the plans or the specifications require the saving of merchantable timber, the Contractor shall trim the limbs and tops from designated trees, saw them into suitable lengths, and make the material available for removal by other agencies.

Any blasting necessary shall be done at the Contractor's responsibility, and the utmost care shall be taken not to endanger life or property.

The removal of existing structure and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone or telegraph pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated the Contractor shall advise the Engineer who will notify the proper local authority or owner and attempt to secure prompt action.

151-2.2 CLEARING AND GRUBBING. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials shall be removed, except where embankments exceeding 3-1/2 feet in depth are to be made outside of paved areas. In cases where such depth of embankments is to be made, all unsatisfactory materials shall be removed, but sound trees, stumps, and brush can be cut off within 6 inches above the ground and allowed to remain. Tap roots and other projections over 1-1/2 inches in diameter shall be grubbed out to a depth of at least 18 inches below the finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials therefrom shall be disposed of either by burning or otherwise removed from the site. The remaining or existing foundations, wells, cesspools, and all like structures shall be destroyed by breaking our or breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material which cannot be used in backfill shall be removed and disposed of. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes remaining after the grubbing operation in embankment areas shall have the sides broken down to flatten out the slopes, and shall be filled with acceptable material, moistened and properly compacted in layers to the density required in Item P-152. The same construction procedure shall be applied to all holes remaining after grubbing in excavation areas where the depth of holes exceeds the depth of the proposed excavation.

METHOD OF MEASUREMENT

151-3.1 The quantities of clearing or clearing and grubbing will not be separately measured.

BASIS OF PAYMENT

151-4.1 Lump Sum - Payment shall be made as a lump sum payment.

END ITEM P-151

ITEM P-152: EXCAVATION AND EMBANKMENT

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical section(s) shown on the plans.

152-1.2 CLASSIFICATION. All material excavated shall be classified as defined below:

a. Unclassified Excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature, which is not otherwise classified and paid for under the following items.

b. Rock Excavation. Rock excavation shall include all solid rock in ledges, in bedded deposits, in unstratified masses, and conglomerate deposits which are so firmly cemented they cannot be removed without blasting or using rippers. All boulders containing a volume of more than cubic yard will be classified as rock excavation.

c. Muck Excavation. Muck excavation shall consist of the removal and disposal of deposits or mixtures of soils and organic matter not suitable for foundation material. Muck shall include materials which will decay or produce subsidence in the embankment. It may be made up of decaying stumps, roots, logs, humus, or other material not satisfactory for incorporation in the embankment.

d. Drainage Excavation. Drainage excavation shall consist of all excavation made for the primary purpose of drainage and includes drainage ditches, such as intercepting, inlet or outlet; temporary levee construction; or any other type as shown on the plans.

e. Borrow Excavation. Borrow excavation shall consist of approved material required for the construction of embankment or for other portions of the work in excess of the quantity of usable material available from required excavations. Borrow material shall be obtained from areas outside the limits of the airport property. The material will be A-4 or better with a P.I. of not greater than 12.

152-1.3 Unsuitable Excavation. Any material containing vegetable or organic matter (muck, peat, organic silt, or sod) shall be considered unsuitable for use in embankment construction. Material, approved by the Engineer as suitable to support vegetation, may be used on the embankment slope.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be completely cleared.

The suitability of material to be placed in embankments shall be subject to approval by the Engineer. All unsuitable material shall be disposed of in waste areas shown on the plans. All waste areas shall be graded to allow positive drainage of the area and of adjacent areas. The surface elevation of waste areas shall not extend above the surface elevation of adjacent usable areas of the airport, unless specified on the plans or approved by the Engineer.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued. At the direction of the Engineer, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Those areas outside of the pavement areas in which the top layer of soil material has become compacted, by hauling or other activities of the Contractor shall be scarified and disced to a depth of 4 inches, in order to loosen and pulverize the soil.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the Engineer, who shall arrange for their removal if necessary. The Contractor shall, at his/her own expense, satisfactorily repair or pay the cost of all damage to such facilities or structures which may result from any of the Contractor's operations during the period of the contract.

152-2.2 EXCAVATION. No excavation shall be started until the work has been staked out by the Contractor and the Engineer has obtained elevations and measurements of the ground surface. All suitable excavated material shall be used in the formation of embankment, sub-grade, or for other purposes shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

When the volume of the excavation exceeds that required to construct the embankments to the grades indicated, the excess shall be used to grade the areas of ultimate development or disposed of as directed. When the volume of excavation is not sufficient for constructing the fill to the grades indicated, the deficiency shall be obtained from borrow areas.

The grade shall be maintained so that the surface is well drained at all times. When necessary, temporary drains and drainage ditches shall be installed to intercept or divert surface water which may affect the work.

a. Selective Grading. When selective grading is indicated on the plans, the more suitable material as designated by the Engineer shall be used in constructing the embankment or in capping the pavement sub-grade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas so that it can be measured for payment for re-handling as specified in paragraph 3.3.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, sub-grades, roads, shoulders, or any areas intended for turfing shall be excavated to a minimum depth of 12 inches, or to the depth specified by the Engineer, below the sub-grade. Muck, peat, matted roots, or other yielding material, unsatisfactory for sub-grade foundation, shall be removed to the depth specified. Unsuitable materials shall be

disposed of at locations shown on the plans. The excavated area shall be refilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary refilling will constitute a part of the embankment. Where rock cuts are made and refilled with selected material, any pockets created in the rock surface shall be drained in accordance with the details shown on the plans.

c. Overbreak. Overbreak, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the Engineer. The Engineer shall determine if the displacement of such material was unavoidable and his/her decision shall be final. All overbreak shall be graded or removed by the Contractor and disposed of as directed; however, payment will not be made for the removal and disposal of overbreak which the Engineer determines as avoidable. Unavoidable overbreak will be classified as "Unclassified Excavation."

d. Removal of Utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by someone other than the Contractor, e.g., the utility unless otherwise shown on the plans. All existing foundations shall be excavated for at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed. All foundations thus excavated shall be backfilled with suitable material and compacted as specified herein.

e. Compaction Requirements. The sub-grade under areas to be paved shall be compacted to a depth of 6" and to a density of not less than 95 percent of the maximum density as determined by ASTM D 698.

The in-place field density shall be determined in accordance with ASTM D 1556 or ASTM D 2167. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in top 6 inches of the sub-grade. The finished grading operations, conforming to the typical cross section, shall be completed and maintained at least 1,000 feet (300 m) ahead of the paving operations or as directed by the Engineer.

In cuts, all loose or protruding rocks on the back slopes shall be barred loose or otherwise removed to line of finished grade of slope. All cut-and-fill slopes shall be uniformly dressed to the slope, cross section, and alignment shown on the plans or as directed by the Engineer. Blasting will be permitted only when proper precautions are taken for the safety of all persons, the work, and the property. All damage done to the work or property shall be repaired at the Contractor's expense. All operations of the Contractor in connection with the transportation, storage, and use of explosives shall conform to all state and local regulations and explosive manufacturers' instructions, with applicable approved permits reviewed by the Engineer. Any approval given, however, will not relieve the Contractor of his/her responsibility in blasting operations.

Where blasting is approved, the Contractor shall employ a vibration consultant, approved by the Engineer, to advise on explosive charge weights per delay and to analyze records from seismograph recordings. The seismograph shall be capable of producing a permanent record of the three components of the motion in terms of particle velocity, and in addition shall be capable of internal dynamic calibration.

In each distinct blasting area, where pertinent factors affecting blast vibrations and their effects in the area remain the same, the Contractor shall submit a blasting plan of the initial blasts to the Engineer for approval. This plan must consist of hole size, depth, spacing, burden, type of explosives, type of delay sequence, maximum amount of explosive on any one delay period, depth of rock, and depth of overburden if any. The maximum explosive charge weights per delay included in the plan shall not be increased without the approval of the engineering.

The Contractor shall keep a record of each blast fired - its date, time and location; the amount of explosives used, maximum explosive charge weight per delay period, and, where necessary, seismograph records identified by instrument number and location.

These records shall be made available to the Engineer on a monthly basis or in tabulated form at other times as required.

152-2.3 BORROW EXCAVATION. When borrow sources are outside the boundaries of the airport property, it shall be the Contractor's responsibility to locate and obtain the supply, subject to the approval of the Engineer. The Contractor shall notify the Engineer; at least 15 days prior to beginning the excavation, so necessary measurements and tests can be made. All unsuitable material shall be disposed of by the Contractor. All borrow pits shall be opened up to expose the vertical face of various strata of acceptable material to enable obtaining a uniform product. Borrow pits shall be excavated to regular lines to permit accurate measurements, and they shall be drained and left in a neat, presentable condition with all slopes dressed uniformly.

152-2.4 DRAINAGE EXCAVATION. Drainage excavation shall consist of excavating for drainage ditches such as intercepting; inlet or outlet, for temporary levee construction; or for any other type as designed or as shown on the plans. The work shall be performed in the proper sequence with the other construction. All satisfactory material shall be placed in fills; unsuitable material shall be placed in waste areas or as directed. Intercepting ditches shall be constructed prior to starting adjacent excavation operations. All necessary work shall be performed to secure a finish true to line, elevation, and cross section.

The Contractor shall maintain ditches constructed on the project to the required cross section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 PREPARATION OF EMBANKMENT AREA. Where an embankment is to be constructed to a height of 4 feet or less, all sod and vegetable matter shall be removed from the surface upon which the embankment is to be placed, and the cleared surface shall be completely broken up by plowing or scarifying to a minimum depth of 6 inches. This area shall then be compacted as indicated in paragraph 2.6. When the height of fill is greater than 4 feet, sod not required to be removed shall be thoroughly disced and re-compacted to the density of the surrounding ground before construction of embankment. Where embankments are to be placed on natural slopes steeper than 3 to 1, horizontal benches shall be constructed as shown on the plans.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.6 FORMATION OF EMBANKMENTS. Embankments shall be formed in successive horizontal layers of not more than 8 inches in loose depth for the full width of the cross section, unless otherwise approved by the Engineer.

The grading operations shall be conducted, and the various soil strata shall be placed, to produce a soil structure as shown on the typical cross section or as directed. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Operations on earthwork shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing, or other unsatisfactory conditions of the field. The Contractor shall drag, blade, or slope the embankment to provide proper surface drainage.

The material in the layer shall be within +/-2 percent of optimum moisture content before rolling to obtain the prescribed compaction. In order to achieve a uniform moisture content throughout the layer, wetting or drying of the material and manipulation shall be required when necessary. Should the material be too wet to permit proper compaction or rolling, all work on all of the affected portions of the embankment shall be delayed until the material has dried to the required moisture content. Sprinkling of dry material to obtain the proper moisture content shall be done with approved equipment that will sufficiently distribute the water. Sufficient equipment to furnish the required water shall be available at all times. Based on these tests, the Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content in order to achieve the correct embankment density.

Rolling operations shall be continued until the embankment is compacted to not less than 95 percent of maximum density for non-cohesive soils, and 90 percent of maximum density for cohesive soils as determined by ASTM 0698. Under all areas to be paved, the embankments shall be compacted to a depth of 6 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM 698.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches.

The in-place field density shall be determined in accordance with ASTM D 1556 or ASTM D 2167.

Compaction areas shall be kept separate, and no layer shall be covered by another until the proper density is obtained.

During construction of the embankment, the Contractor shall route his/her equipment at all times, both when loaded and when empty, over the layers as they are placed and shall distribute the travel evenly over the entire width of the embankment. The equipment shall be operated in such a manner that hardpan, cemented gravel, clay, or other chunky soil material will be broken up into small particles and become incorporated with the other material in the layer.

In the construction of embankments, layer placement shall begin in the deepest portion of the fill; as placement progresses, layers shall be constructed approximately parallel to the finished pavement grade line.

When rock and other embankment material are excavated at approximately the same time, the rock shall be incorporated into the outer portion of the embankment and the other material shall be incorporated under the future paved areas. Stones or fragmentary rock larger than 4 inches in their greatest dimensions will not be allowed in the top 6 inches of the sub-grade. Rock fill shall be brought up in layers as specified or as directed and every effort shall be exerted to fill the voids with the finer material forming a dense, compact mass. Rock or boulders shall not be disposed of outside the excavation or embankment areas, except at places and in the manner designated by the Engineer.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in layers of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in layers not exceeding 2 feet in thickness. Each layer shall be leveled and smoothed with suitable leveling equipment and by distribution of spalls and finer fragments of rock. These type lifts shall not be constructed above an elevation 4 feet below the finished sub-grade. Density requirements will not apply to portions of embankments constructed of materials which cannot be tested in accordance with specified methods.

Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. There will be no separate measurement of payment for compacted embankment, and all costs incidental to placing in layers, compacting, discing, watering, mixing, sloping, and other necessary operations for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.7 FINISHING AND PROTECTION OF SUBGRADE. After the sub-grade has been substantially completed the full width shall be conditioned by removing any soft or other unstable material which will not compact properly. The resulting areas and all other low areas, holes or depressions shall be brought to grade with suitable select material. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted sub-grade shaped to the lines and grades shown on the plans.

Grading of the sub-grade shall be performed so that it will drain readily. The Contractor shall take all precautions necessary to protect the sub-grade from damage. He/she shall limit hauling over the finished sub-grade to that which is essential for construction purposes.

All ruts or rough places that develop in a completed sub-grade shall be smoothed and re-compacted.

No sub-base, base, or surface course shall be placed on the sub-grade until the sub-grade has been approved by the Engineer.

152-2.8 HAUL. All hauling will be considered a necessary and incidental part of the work. Its cost shall be considered by the Contractor and included in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

152-2.9 TOLERANCES. In those areas upon which a sub-base or base course is to be placed, the top of the sub-grade shall be of such smoothness that, when tested with a 16-foot (4.8 m) straightedge applied parallel and at right angles to the centerline, it shall not show any deviation

in excess of 1/2-inch, or shall not be more than 0.05-foot (.015 m) from true grade as established by grade hubs or pins. Any deviation in excess of these amounts shall be corrected by loosening, adding, or removing materials; reshaping; and re-compacting by sprinkling and rolling.

On safety areas, intermediate and other designated areas, the surface shall be of such smoothness that it will not vary more than 0.10 foot (0.03 m) from true grade as established by grade hubs. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.10 TOPSOIL. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its proper and final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall not be placed within 250 feet of runway pavement or 125 feet of taxiway pavement and shall not be placed on areas which subsequently will require any excavation or embankment. If, in the judgment of the Engineer, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as directed, or as required in Item T-905.

No direct payment will be made for topsoil as such under Item P-152. The quantity removed and placed directly or stockpiled shall be paid for at the contract unit price per cubic yard for Unclassified Excavation.

When stockpiling of topsoil and later re-handling of such material is directed by the Engineer, the material so re-handled shall be paid for at the contract unit price per cubic yard for Embankment in Place.

METHOD OF MEASUREMENT

152-3.1 The quantity of excavation to be paid for shall be the number of cubic yards measured in its original position. The quantity for excavation – pavement removal will be that which is represented in the plans.

Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

152-3.2 For payment specified by the cubic yard, measurement for all excavation or embankment shall be computed by the average end area method. The end area is that bound by the original ground line established by field cross sections and the final theoretical pay line established by excavation or embankment cross sections shown on the plans, subject to verification by the Engineer. After completion of all excavation or embankment operations and prior to the placing of base or subbase material, the final excavation or embankment shall be verified by the Engineer by means of field cross sections taken randomly at intervals not exceeding 500 linear feet.

BASIS OF PAYMENT

152-4.1 For ``Unclassified excavation" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.2 For ``Embankment in Place" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-152-4.1	Unclassified Excavation—per cubic yard
item P-152-4.2	Embankment in Place—per cubic yard

TESTING REQUIREMENTS

ASTM D 698	Test for Moisture Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-pound Rammer and 12-inch Drop
ASTM D 1556	Test for Density of Soil in Place by the Sand-Cone Method
ASTM D 1557	Test for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 10-pound Rammer and 18-inch Drop
ASTM D 2167	Test for Density and Unit Weight of Soil in Place by the Rubber Balloon Method

END ITEM P-152

MODIFICATIONS TO SPECIFICATIONS ITEM P-620

The provisions of this specification shall be applicable except as modified as follows:

620-1.1 This item shall consist of the painting of permanent numbers, markings, and stripes on the surface of runways and taxiways applied in accordance with these specifications and at the locations shown on the plans, or as directed by the engineer. Temporary markings including runway closure markers and marking the taxiway for a temporary runway use is not for direct compensation.

620-2.1 PAINT. Paint shall meet the requirements of Fed. Spec. TT-P-1952.

620-2.2 REFLECTIVE MEDIA. Reflective Media is required. See 620-2.2.

ITEM P-620: RUNWAY AND TAXIWAY PAINTING

DESCRIPTION

620-1.1 This item shall consist of the painting of numbers, markings, and stripes on the surface of runways and taxiways applied in accordance with these specifications and at the locations shown on the plans, or as directed by the engineer.

MATERIALS

620-2.1 PAINT. Paint shall meet the requirements of Fed. Spec. TT-P-1952.

620-2.2 REFLECTIVE MEDIA. Glass spheres shall meet the requirements of Fed. Spec. TT-B-1325, Type III, gradation A.

CONSTRUCTION METHODS

620-3.1 WEATHER LIMITATIONS. The painting shall be performed only when the surface is dry, when the atmospheric temperature is above 45 F (7 C), and when the weather is not foggy or windy.

620-3.2 EQUIPMENT. All equipment for the work shall be approved by the engineer and shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall be designed so as to apply markings of uniform cross sections and clear-cut edges without running or spattering.

620-3.3 PREPARATION OF SURFACE. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material which would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by seeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials.

620-3.4 LAYOUT OF MARKINGS. On those sections of pavement where no previously applied markings are available to serve as a guide, the proposed markings shall be laid out in advance of the paint application.

620-3.5 APPLICATION. Markings shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and conditions of the surface have been approved by the engineer.

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate of 100 to 110 square feet (9 to 10 square meters) per gallon (liter). The addition of thinner will not be permitted. A period of 24 hours shall elapse between placement of a bituminous surface course or seal coat and application of the paint.

The edges of the markings shall not vary from a straight line more than ½ inch (12 mm) in 50 feet (15 m), and the dimensions shall be within a tolerance of plus or minus 5 percent. Glass spheres shall be distributed to the surface of the marked areas immediately after application of the paint. A dispenser shall be furnished which is properly designed for attachment to the marking machine and suitable for dispensing glass spheres. The spheres shall be applied at the rate of 10 pounds per gallon (1.2 kg per liter) of paint.

The contractor shall furnish certified test reports for the material shipped to the project. The reports shall not be interpreted as a basis for final acceptance. The contractor shall notify the engineer upon arrival of a shipment of paint to the job site. All emptied containers shall be returned to the paint storage area for checking by the engineer. The containers shall not be removed from the airport or destroyed until authorized by the engineer.

620-3.6 PROTECTION. After application of the paint, all markings shall be protected from damage until the paint is dry. All surfaces shall be protected from disfiguration by splatter, splashes, spillage, or drippings of paint.

METHOD OF MEASUREMENT

620-4.1 The quantity of runway and taxiway markings to be paid for shall be the number of square feet of painting and the number of square feet of preformed markings one complete item in place performed in accordance with the specifications and accepted by the Engineer.

BASIS OF PAYMENT

620-5.1 Payment shall be made at the respective contract price per square foot for runway and taxiway painting and price per square foot for preformed markings. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P 620 5.1(A) Runway and Taxiway Painting per square foot

MATERIAL REQUIREMENTS

Fed. Spec. TT-P-85	Paint, Traffic, and Airfield Marking, Solvent Base
Fed. Spec. TT-P-1952 Emulsion Base	Paint, Traffic and Airfield Marking, Water
Fed. Spec. TT-P-110	Paint, Traffic Black (Nonreflectorized)
Fed. Spec. TT-B-1325	Beads (Glass Spheres) Retroreflective

END ITEM P-620

PART IX – DRAINAGE

ITEM D-701 PIPE FOR STORM DRAINS AND CULVERTS

DESCRIPTION

701-1.1 This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

MATERIALS

701-2.1 Materials shall meet the requirements shown on the plans and specified below.

701-2.2 PIPE. The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements.

Poly (Vinyl Chloride) Ribbed Drain Pipe & Fittings Based on Controlled Inside Diameter	ASTM F 794

701-2.3 CONCRETE. Concrete for pipe cradles shall have a minimum compressive strength of 2000 psi (13.8 MPa) at 28 days and conform to the requirements of ASTM C 94.

701-2.4 RUBBER GASKETS. Rubber gaskets for rigid pipe shall conform to the requirements of ASTM C 443. Rubber gaskets for PVC pipe and polyethylene pipe shall conform to the requirements of ASTM F 477. Rubber gaskets for zinc-coated steel pipe and precoated galvanized pipe shall conform to the requirements of ASTM D 1056, for the "RE" closed cell grades.

701-2.5 JOINT MORTAR. Pipe joint mortar shall consist of one part portland cement and two parts sand. The portland cement shall conform to the requirements of ASTM C 150, Type I. The sand shall conform to the requirements of ASTM C 144.

701-2.6 JOINT FILLERS. Poured filler for joints shall conform to the requirements of ASTM D 1190.

701-2.7 PLASTIC GASKETS. Plastic gaskets shall conform to the requirements of AASHTO M 198 (Type B).

CONSTRUCTION METHODS

701-3.1 EXCAVATION. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than the external diameter of the pipe plus 6 inches (150 mm) on each side. The trench walls shall be approximately vertical.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 12 inches (300 mm) or one-half inch (12 mm) for each foot of fill over the top of the pipe (whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The width of the excavation shall be at least 1 foot (30 cm) greater than the horizontal outside diameter of the pipe. The excavation below grade shall be backfilled with selected fine compressible material, such as silty clay or loam, and lightly compacted in layers not over 6 inches (150 mm) in uncompacted depth to form a uniform but yielding foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The Engineer shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes that are placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

701-3.2 BEDDING. The pipe bedding shall conform to the class specified on the plans. When no bedding class is specified or detailed on the plans, the requirements for Class C bedding shall apply.

a. Rigid Pipe. Class A bedding shall consist of a continuous concrete cradle conforming to the plan details.

Class B bedding shall consist of a bed of granular material having a thickness of at least 6 inches (150 mm) below the bottom of the pipe and extending up around the pipe for a depth of not less than 30 percent of the pipe's vertical outside diameter. The layer of bedding material shall be shaped to fit the pipe for at least 10 percent of the pipe's vertical diameter and shall have recesses shaped to receive the bell of bell and spigot pipe. The bedding material shall be sand or selected sandy soil, all of which passes a 3/8 inch (9 mm) sieve and not more than 10 percent of which passes a No. 200 (0.075 mm) sieve.

Class C bedding shall consist of bedding the pipe in its natural foundation to a depth of not less than 10 percent of the pipe's vertical outside diameter. The bed shall be shaped to fit the pipe and shall have recesses shaped to receive the bell of bell and spigot pipe.

b. Flexible Pipe. For flexible pipe, the bed shall be roughly shaped to fit the pipe, and a bedding blanket of sand or fine granular material shall be provided as follows:

Pipe Corrugation Depth		Minimum Bedding Depth	
in.	mm	in.	mm
1/2	12.5	1	25.0
1	25.0	2	50.0
2	50.0	3	75.0
2-1/2	62.5	3-1/2	87.5

c. PVC and Polyethylene Pipe. For PVC and polyethylene pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of 3/4-inch (13 mm). For pipes installed under paved areas, no more than 12 percent of the material shall pass the No. 200 (0.075 mm) sieve. For all other areas, no more than 50 percent of the material shall pass the No. 200 (0.075 mm) sieve. The bedding shall have a thickness of at least 6 inches (150 mm) below the bottom of the pipe and extend up around the pipe for a depth of not less than 50 percent of the pipe's vertical outside diameter.

701-3.3 LAYING PIPE. The pipe laying shall begin at the lowest point of the trench and proceed upgrade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing upgrade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced pipes shall be placed with the manufacturer's top of pipe mark within five degrees of a vertical plane through the longitudinal axis of the pipe.

701-3.4 JOINING PIPE. Joints shall be made with (1) portland cement mortar, (2) portland cement grout, (3) rubber gaskets, (4) plastic gaskets, or (5) coupling bands.

Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the pipe and shall be finished smooth on the inside. Molds or runners shall be used for grouted joints in order to retain the poured grout. Rubber ring gaskets shall be installed to form a flexible watertight seal.

a. Concrete Pipe. Concrete pipe may be either bell and spigot or tongue and groove. The method of joining pipe sections shall be such that the ends are fully entered and the inner surfaces are reasonably flush and even. Joints shall be thoroughly wetted before mortar or grout is applied.

b. PVC and Polyethylene Pipe. Joints for PVC and Polyethylene pipe shall conform to the requirements of ASTM D 3212 when water tight joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M 304 when soil tight joints are required. Fittings for polyethylene pipe shall conform to the requirements of AASHTO M 252 or M 294M.

701-3.5 BACKFILLING. Pipes shall be inspected before any backfill is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and relaid or replaced at the Contractor's expense.

Material for backfill shall be fine, readily compatible soil, granular material selected from the excavation or a source of the Contractor's choosing. It shall not contain frozen lumps, stones that would be retained on a 2-inch (50.0 mm) sieve, chunks of highly plastic clay, or other objectionable material. No less than 95 percent of a granular backfill material shall pass through a 1/2 inch (12 mm) sieve, and no less than 95 percent of it shall be retained on a No. 4 (4.75 mm) sieve.

When the top of the pipe is even with or below the top of the trench, the backfill shall be compacted in layers not exceeding 6 inches (150 mm) on both sides of the pipe and shall be brought up one foot (30 cm) above the top of the pipe or to natural ground level, whichever is greater. Care shall be exercised to thoroughly compact the backfill material under the haunches of the pipe. Material shall be brought up evenly on both sides of the pipe.

When the top of the pipe is above the top of the trench, the backfill shall be compacted in layers not exceeding 6 inches (150 mm) and shall be brought up evenly on both sides of the pipe to 1 foot (30 cm) above the top of the pipe. The width of backfill on each side of the pipe for the portion above the top of the trench shall be equal to twice the pipe's diameter of 12 feet (3.5 m), whichever is less.

For PVC and polyethylene pipe, the backfill shall be placed in two stages; first to the top of the pipe and then at least 12 inches (300 mm) over the top of the pipe. The backfill material shall meet the requirements of paragraph 701-3.2c.

All backfill shall be compacted to the density required under Item P-152.

METHOD OF MEASUREMENT

701-4.1 The length of pipe shall be measured in linear feet of pipe in place, completed, and approved. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The several classes, types and size shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

701-4.2 The volume of concrete for pipe cradles to be paid for shall be the number of cubic yards of concrete that is completed in place and accepted.

701-4.3 The volume of rock to be paid for shall be the number of cubic yards of rock excavated. No payment shall be made for the cushion material placed for the bed of the pipe.

BASIS OF PAYMENT

701-5.1 Payment will be made at the contract unit price per linear foot for each kind of pipe of the type and size designated; at the contract unit price per cubic yard of concrete for pipe cradles; and at the contract unit price per cubic yard for rock excavation.

These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, excavation, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item 701-5.1(C)	6" inch poly (vinyl chloride) ribbed drain pipe & fittings per linear foot

MATERIAL REQUIREMENTS

ASTM C 14	Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C 76	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C 94	Ready Mixed Concrete
ASTM C 144	Aggregate for Masonry Mortar
ASTM C 150	Portland Cement
ASTM C 443	Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets
ASTM C 506	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C 1433	Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers
ASTM D 3034	Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D 3212	Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D 6690	Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements
ASTM F 477	Elastomeric Seals (Gaskets) for Joining Plastic Pipe

ASTM F 794	Poly (Vinyl Chloride) Ribbed Drain Pipe & Fittings Based on Controlled Inside Diameter
ASTM F 949	Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe With a Smooth Interior and Fittings
AASHTO M 198	Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets
AASHTO M 304	Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter

END ITEM D-701

ITEM D-705 PIPE UNDERDRAINS FOR AIRPORTS

DESCRIPTION

705-1.1 This item shall consist of the construction of pipe drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

MATERIALS

705-2.1 GENERAL. Materials shall meet the requirements shown on the plans and specified below.

705-2.2 PIPE. The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements.

Smooth-Wall Perforated PVC Pipe	ASTM F 758
Poly (Vinyl Chloride) Ribbed Drain Pipe & Fittings Based on Controlled Inside Diameter	ASTM F 794

705-2.3 JOINT MORTAR. Pipe joint mortar shall consist of one part portland cement and two parts sand. The portland cement shall conform to the requirements of ASTM C 150, Type I. The sand shall conform to the requirements of ASTM C 144.

705-2.4 ELASTOMERIC SEALS. Elastomeric seals shall conform to the requirements of ASTM F 477.

705-2.5 POROUS BACKFILL. Porous backfill shall be free of clay, humus, or other objectionable matter, and shall conform to the gradation in Table 1 when tested in accordance with ASTM C 136.

TABLE 1. GRADATION OF POROUS BACKFILL

Sieve Designation (square openings)	Percentage by Weight Passing Sieves
	Porous Material No. 1
1-1/2 inch (38 mm)	
1 inch (25 mm)	
3/8 inch (9.5 mm)	100
No. 4 (4.75 mm)	95 – 100
No. 8 (2.36 mm)	
No. 16 (1.18 mm)	45 – 80
No. 50 (0.30 mm)	10 – 30
No. 100 (0.15 mm)	0 – 10

When two courses of porous backfill are specified in the plans, the finer of the materials shall conform to particle size tabulated herein for porous material No. 1. The coarser granular material shall meet the gradation given in the tabulation for porous material No. 2.

705-2.6. GRANULAR MATERIAL. Granular material used for backfilling shall conform to the requirements of ASTM D 2321 for Class IA, IB, or II materials, or shall meet the requirements of AASHTO Standard Specification for Highway Bridges Section 30.

705-2.7. FILTER FABRIC. The filter fabric shall conform to the requirements of AASHTO M 288-99, Class 2.

TABLE 2

Fabric Property	Test Method	Test Requirement
Grab Tensile Strength, lbs	ASTM D 4632	125 min
Grab Tensile Elongation %	ASTM D 4632	50 min
Burst Strength, psi	ASTM D 3785	125 min
Trapezoid Tear Strength, lbs	ASTM D 4533	55 min
Puncture Strength, lbs	ASTM D 4833	40 min
Abrasion, lbs	ASTM D 4886	15 max loss
Equivalent Opening Size	ASTM D 4751	70-100
Permittivity sec^{-1}	ASTM D 4491	0.80
Accelerated Weathering (UV Stability) (Strength Retained - %)	ASTM D 4355 *(500 hrs exposure)	70

705-2.8. CONTROLLED LOW STRENGTH MATERIAL (CLSM). Controlled low strength material shall conform to the requirements of Item P-153. When CLSM is used all joints shall have elastomeric seals.

CONSTRUCTION METHODS

705-3.1 EQUIPMENT. All equipment necessary and required for the proper construction of pipe underdrains shall be on the project, in first-class working condition, and approved by the Engineer before construction is permitted to start.

705-3.2 EXCAVATION. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but shall not be less than the external diameter of the pipe plus 6 inches (150 mm) on each side. The trench walls shall be approximately vertical.

Where rock, hardpan, or other unyielding material is encountered, it shall be removed below the foundation grade for a depth of at least 4 inches (100 mm). The excavation below grade shall be backfilled with selected fine compressible material, such as silty clay or loam, and lightly compacted in layers not over 6 inches (150 mm) in uncompacted depth to form a uniform but yielding foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The Engineer shall determined the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

Excavated material not required or acceptable for backfill shall be disposed of by the Contractor as directed by the Engineer. The excavation shall not be carried below the required depth; when this is done, the trench shall be backfilled at the Contractor's expense with material approved by the Engineer and compacted to the density of the surrounding earth material.

The bed for the pipe shall be so shaped that at least the lower quarter of the pipe shall be in continuous contact with the bottom of the trench. Spaces for the pipe bell shall be excavated accurately to size to clear the bell so that the barrel supports the entire weight of the pipe.

The Contractor shall do such trench bracing, sheathing, or shoring necessary to perform and protect the excavation as required for safety and conformance to governing laws. Unless otherwise provided, the bracing, sheathing, or shoring shall be removed by the Contractor after the completion of the backfill to at least 12 inches (300 mm) over the top of the pipe. The sheathing or shoring shall be pulled as the granular backfill is placed and compacted to avoid any unfilled spaces between the trench wall and the backfill material. The cost of bracing, sheathing, or shoring, and the removal of same, shall be included in the unit price bid per foot (meter) for the pipe.

705-3.3 LAYING AND INSTALLING PIPE.

a. PVC or Polyethylene Pipe. PVC or polyethylene pipe shall be installed in accordance with the requirements of ASTM D 2321 or AASHTO Standard Specification for Highway Bridges Section 30. Perforations shall meet the requirements of AASHTO M 252 or M 294 Class 2, unless otherwise indicated on the plans. The pipe shall be laid accurately to line and grade.

b. All Types of Pipe. The upgrade end of pipelines, not terminating in a structure, shall be plugged or capped as approved by the Engineer.

Unless otherwise shown on the plans, a 4-inch (100 mm) bed of granular backfill material shall be spread in the bottom of the trench throughout the entire length under all perforated pipe underdrains.

Pipe outlets for the underdrains shall be constructed when required or shown on the plans. The pipe shall be laid with tight-fitting joints. Porous backfill is not required around or over pipe

outlets for underdrains. All connections to other drainage pipes or structures shall be made as required and in a satisfactory manner. If connections are not made to other pipes or structures, the outlets shall be protected and constructed as shown on the plans.

c. Filter Fabric. The filter fabric shall be installed in accordance with the manufacturer's recommendations, or in accordance with AASHTO M 288-99 APPENDIX, unless otherwise shown on the plans.

705-3.4 MORTAR. The mortar shall be of the desired consistency for caulking and filling the joints of the pipe and for making connections to other pipes or to structures. Mortar that is not used within 45 minutes after water has been added shall be discarded. Retempering of mortar shall not be permitted.

705-3.5 JOINTS IN CONCRETE PIPE. When open or partly open joints are required or specified, they shall be constructed as indicated on the plans. The pipe shall be laid with the ends fitted together as designed. If bell and spigot pipe is used, mortar shall be placed along the inside bottom quarter of the bell to center the following section of pipe.

The open or partly open joints shall be surrounded with granular material meeting requirements of porous backfill No. 2 or as indicated on the plans. This backfill shall be placed so its thickness will be not less than 3 inches (75 mm) nor more than 6 inches (150 mm), unless otherwise shown on the plans.

When the original material excavated from the trench is impervious, commercial concrete sand or granular material meeting requirements of porous backfill No. 1 shall surround porous backfill No. 2, as shown on the plans or as directed by the Engineer.

When the original material excavated from the trench is pervious and suitable, it may be used as backfill in lieu of porous backfill No. 1, when indicated on the plans or as directed by the Engineer.

705-3.6 BACKFILLING.

a. Earth. All trenches and excavations shall be backfilled within a reasonable time after the pipes are installed, unless other protection of the pipe is directed. The backfill material shall be selected material from excavation or borrow; material which is placed within a nominal pipe diameter distance at the sides of the pipe and 1 foot (30 cm) over the top shall be material that can be readily compacted. It shall not contain stones retained on a 3-inch (75 mm) sieve, frozen lumps, chunks of highly plastic clay, or any other material that is objectionable to the Engineer. The material shall be moistened or dried, if necessary to be compacted by the method in use. Backfill material shall be approved by the Engineer. Special care shall be taken in placing the backfill. Great care shall be used to obtain thorough compaction under the haunches and along the sides to the top of the pipe.

The backfill shall be placed in loose layers not exceeding 6 inches (150 mm) in depth under and around the pipe, and not exceeding 8 inches (200 mm) over the pipe. Successive layers shall be

added and thoroughly compacted by hand and pneumatic tampers, approved by the Engineer, until the trench is completely filled and brought to the proper elevation. Backfilling shall be done in a manner to avoid injurious top or side pressures on the pipe.

In embankments and for other areas outside of pavements, the backfill shall be compacted to the density required for embankments in unpaved areas under Item P-152. Under paved areas, the subgrade and any backfill shall be compacted to the density required for embankments for paved areas under Item P-152.

b. Granular Material. When granular backfill is required, its placement in the trench and about the pipe shall be as shown on the plans. Special care shall be taken in placing the backfill. The granular backfill shall not contain a damaging amount of foreign matter, nor shall earth from the sides of the trench or from the windrow be allowed to filter into the backfill. When required by the Engineer, a template shall be used to properly place and keep separate the two sizes of backfill. The backfill shall be placed in loose layers not exceeding 6 inches (150 mm) in depth and compacted by hand and pneumatic tampers to the requirements as given for earth backfill. Backfilling shall be done in a manner to avoid injurious top or side pressure on the pipe. The granular backfill shall be made to the elevation of the trench, as shown on the plans.

When perforated pipe is specified, granular backfill material shall be placed along the full length of the pipe. The position of the granular material shall be as shown on the plans. If the original material excavated from the trench is pervious and suitable, it shall be used in lieu of porous backfill No. 1.

When porous backfill is to be placed in paved or adjacent areas prior to the completion of grading or subgrade operations, the backfill material shall be placed immediately after laying the pipe. The depth of this granular backfill shall be not less than 12 inches (300 mm), measured from the top of the underdrain. During subsequent construction operations, this minimum backfill of 12 inches (300 mm) of depth shall not be disturbed until such time as the underdrains are to be completed. When the underdrains are to be completed, the unsuitable material shall be removed until the porous backfill is exposed. That part of the porous backfill that contains objectionable material shall be removed and replaced with suitable material. The cost of removing and replacing any such unsuitable material shall be borne by the Contractor.

Whenever a granular subbase blanket course is to be used under pavements which extends several feet beyond the edge of paving to the outside edge of the underdrain trench, the granular backfill material over the underdrains shall be placed in the trench up to an elevation of 2 inches (50 mm) above the bottom surface of the granular subbase blanket course. Immediately prior to the placing of the granular subbase blanket course, the Contractor shall blade this excess trench backfill from the top of the trench onto the adjacent subgrade where it can be incorporated into the granular subbase blanket course. Any unsuitable material that remains over the underdrain trench shall be removed and replaced. The subbase material shall be placed to provide clean contact between the subbase material and the underdrain granular backfill material for the full width of the underdrain trench.

c. **Controlled Low Strength Material (CLSM).** Controlled low strength material shall conform to the requirements of Item P-153.

d. **Deflection Testing.** The Engineer may at any time, not withstanding previous material acceptance, reject or require re-installation of pipe that exceeds 5 percent deflection when measured in accordance with ASTM D 2321, including Appendices.

705-3.7 CONNECTIONS. When the plans call for connections to existing or proposed pipe or structures, these connections shall be watertight and made so that a smooth uniform flow line will be obtained throughout the drainage system.

705-3.8 CLEANING AND RESTORATION OF SITE. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankments, shoulders, or as ordered by the Engineer. Except for paved areas of the airport, the Contractor shall restore all disturbed areas to their original condition.

METHOD OF MEASUREMENT

705-4.1 The length of pipe to be paid for shall be the number of linear of pipe underdrains in place, completed, and approved; measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The several classes, types, and sizes shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipeline being measured.

705-4.2 The quantity of porous backfill to be paid for shall be the number of cubic yards of porous backfill No. 1 and No. 2, complete in place and accepted, and shall be determined from the dimensions given on the plans by typical trench sections indicating the placement of porous backfill or dimensions ordered by the Engineer.

705-4.3 The quantity of filter fabric to be paid for shall be the number of square yards of filter fabric in place, completed, and approved; and shall be determined from the dimensions given on the plans by typical trench sections indicating the placement of filter fabric or dimensions ordered by the Engineer.

BASIS OF PAYMENT

705-5.1 Payment will be made at the contract unit price per linear foot for pipe underdrains of the type, class, and size designated; at the contract unit price. No separate payment for pourous backfill or filter fabric. These prices shall be full compensation for furnishing all materials and for all preparation, excavation, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item D-705-5.5(B)	6" inch pipe per linear foot COMPLETE (including porous backfill and filter fabric)

MATERIAL REQUIREMENTS

ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM D 3034	Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM F 477	Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F 758	Smooth-Wall Poly(Vinyl Chloride) (PVC) Plastic Underdrain Systems for Highway, Airport, and Similar Drainage
ASTM F 794	Poly (Vinyl Chloride) Ribbed Drain Pipe & Fittings Based on Controlled Inside Diameter
ASTM F 949	Poly (Vinyl Chloride)(PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
AASHTO M 288-99	Geotextile Specification for Highway Applications
AASHTO M 294M	Corrugated Polyethylene Pipe, 300 to 1200 mm Diameter
AASHTO M 304	Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO	Standard Specifications for Highway Bridges

END ITEM D-705

MODIFICATIONS TO ITEM T-901: SEEDING

The provisions of this specification shall be applicable except as modified as follows:

901-2.1 SEED. Seeds shall be applied as follows:

Seed	Planting Dates	Minimum Seed Purity (%)	Minimum Seed Germination (%)	Rate of Application (lb. per acre)
Hulled Bermuda	**March-Sept.**	**90**	**85**	**30**
Unhulled Bermua Crimson Clover(1)	**Sept.-Feb.**	**90**	**85**	**20 40**

(1) Inoculated prior to planting with proper bacterial culture.

901-2.2 LIME. Lime will not be utilized on this project.

ITEM T-901: SEEDING

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, fertilizing and mulching the areas shown on the plans or as directed by the Engineer in accordance with these specifications.

MATERIALS

901-2.1 SEED The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Fed. Spec. JJJ-S-181.

Seed shall be furnished separately or in mixtures in standard containers with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within 6 months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed.

Seeds shall be applied as follows:

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb./acre (or lb./1,000 S.F.)

See Modification Sheet

Seeding shall be performed during the period between January and December inclusive, unless otherwise approved by the Engineer.

901-2.2 LIME. Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 mesh sieve and 50% will pass through a No. 100 mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of [ ]. All liming materials shall conform to the requirements of ASTM C 602.

901-2.3 FERTILIZER. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified herein, and shall meet the requirements of Fed. Spec. O-F-241 and applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or

c. A granular or pellet form suitable for application by blower equipment

Fertilizers shall be 8-8-8 commercial fertilizer and shall be spread at the rate of 1000 per acre.

901-2.4 SOIL FOR REPAIRS. The soil for fill and top-soiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the Engineer before being placed.

CONSTRUCTION METHODS

901-3.1 ADVANCE PREPARATION AND CLEANUP. After grading of areas has bee completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris which might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage. This may include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has been recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

However, when the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed

of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall

be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 DRY APPLICATION METHOD.

a. Liming. Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds. Which have previously been prepared as described above. The lime shall then be worked into the top 3 inches (75 mm) of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate which will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing, and the fertilizer and see shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in a mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn-roller, weighting 40-65 pounds per food (60-97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighting 150-200 pounds per foot (223 to 298 kg per meter) of width for sandy of light soils.

901-3.3 WET APPLICATION METHOD.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying Equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 pounds per square inch (690 kPa). The pump shall be mounted in a line which will re-circulate the mixture through the tank whenever it is not being sprayed form the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (15 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the re-circulating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feed (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. Brackish water shall not be used at any time. The Contractor shall identify to the Engineer all sources of water at least 2 weeks prior to use. The Engineer may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source which is disapproved by the Engineer following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within 2 hours from the time they were mixed or they shall be wasted and disposed of at locations acceptable to the Engineer.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (8 cm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray which shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to insure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area. Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

Surfaces are to be mulched as indicated by the plans or directed by the Engineer . Seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 MAINTENANCE OF SEEDED AREAS. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the Engineer. Surfaces gullied or otherwise damaged following seeding shall be repaired by re-grading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the Engineer. If at the time when the contract has been otherwise completed it is not possible to make an adequate determination of the color, density, and uniformity of such stand of grass, payment for the unaccepted portions of the areas seeded out of season will be withheld until such time as these requirements have been met.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of units acres measured on the ground surface, completed and accepted.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per acre or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item T-901-5.1 Turfing (Seeding, Fertilizing and Mulching)—per acre

MATERIAL REQUIREMENTS

ASTM D 977	Emulsified Asphalt
Fed. Spec. JJJ-S-181B	Agricultural Seeds
Fed. Spec. O-F-241D	Commercial Mixed Fertilizer

END ITEM T-901

ITEM S001 MOBILIZATION

S001.01 DESCRIPTION. This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the project site; the establishment of offices, buildings and other facilities necessary for work on the project; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of the work, excluding the cost of construction materials.

S001.02 PAYMENT.

Payment will be made under:

Item No.	Pay Item	Pay Unit
S001	Mobilization	Lump Sum

ITEM S005 CONSTRUCTION LAYOUT

The Contractor will be responsible for establishing all lines and grades and staking out all work on this project, including establishing sufficient vertical and horizontal points for utility location. Owner shall provide engineering surveys to establish reference point for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the work. If the Contractors works from intermediate bench marks shown on the plans, he is cautioned against accepting the values shown without checking against the bench mark established by the owner for vertical control on this project.

The Contractor shall employ sufficient qualified engineering personnel experienced in layout to correctly establish and keep complete and comprehensive records of all lines and grades necessary from initial layout to final acceptance. The Contractor will be liable for the accuracy of the initial layout and all subsequent alignment and elevations and shall, at his own expense, rebuild, repair or make good any portion of the work found to be incorrectly position either horizontally or vertically at any time before final acceptance. The Contractor shall notify the Owner's Representative immediately of any apparent errors in the plans.

The Owner's Representative may, at his option, make either spot of complete checks on all construction alignment and grades to determine the correctness of the survey work; however, these checks will not relieve the Contractor of his responsibility for constructing the work in the positions and to the elevations shown on the plans or approved revisions thereto.

Payment will be made under:

Item No.	**Pay Item**	**Pay Unit**
S005	Construction Layout	Lump Sum

END ITEM S005

ITEM S007 CELLULAR CONCRETE BLOCK EROSION CONTROL

PART 1: GENERAL

SCOPE OF WORK

A. The contractor shall furnish all labor, materials, equipment, and incidentals required and perform all operations in connection with the installation of cellular concrete erosion control blocks in accordance with the lines, grades, design and dimensions shown on the Contract Drawings and as specified herein.

PART 2: PRODUCTS

MATERIAL

A. General. All interlocking precast concrete blocks are substantially H- shaped, having a flat bottom and, in its middle, two vertical openings of rectangular cross section and shall be manufactured as individual units which shall be packaged in a manner suitable for transportation to the jobsite. The blocks shall be shaped in such a way that each block keys into four (4) adjacent blocks. Further, the blocks are capable of being connected at the jobsite so that each individual unit is physically interlocked with six (6) surrounding blocks to resist lateral movement and uplift. The gross area of each individual block in direct contact with the protected subgrade shall be no less than one square foot.

The Contractor shall place the interlocking blocks to the lines and grades shown on the Contract Drawings.

B. Cellular Concrete Blocks

1. Scope

1.1 This specification covers concrete blocks for erosion control used in revetments, storm channels, etc. and for soil stabilization.

Note 1 - Concrete units covered by this specification are made from lightweight or normal weight aggregates, or both.

Note 2 - The values stated in U.S. customary units are to be regarded as the standard.

2. Materials

2.1 Cementitious Materials - Materials shall conform to the following applicable ASTM specifications:

2.1.1 Portland Cements - Specification C 150, for Portland Cement.

2.1.2 Blended Cements - Specification C 595, for Blended Hydraulic Cements.

2.1.3 Hydrated Lime Types - Specification C 207, for Hydrated Lime Types.

2.1.4 Pozzolans - Specification C 618, for Fly Ash and Raw or Calcined Natural Pozzolans for use in Portland Cement Concrete.

2.2 Aggregates shall conform to the following ASTM specifications, except that grading requirements shall not necessarily apply:

2.2.1 Normal Weight - Specification C 33, for Concrete Aggregates.

3. Physical Requirements

3.1 At the time of delivery to the work site, the units shall conform to the physical requirements prescribed in Table 1 below.

3.2 Durability. The manufacturer shall satisfy the purchaser by proven field performance that the concrete units have adequate durability even if they are to be subjected to a freeze-thaw environment.

TABLE 1. PHYSICAL REQUIREMENTS

Compressive Strength Net Area Min. psi (MPa)		Water Absorption Max., LB/FT^3 (Kg/M3)	
Avg. of 3 units	Individual Unit	Avg. of 3 units	Individual Unit
4,000 (27.6)	3,500 (24.1)	10 (160)	12 (192)

4. Visual Inspection

4.1 All units shall be sound and free of defects that would interfere with the proper placing of the unit or impair the strength or permanence of the construction. Minor cracks incidental to the usual methods of manufacture, or minor chipping resulting from customary methods of handling in shipment and delivery, shall not be deemed grounds for rejection.

5. Sampling and Testing

5.1 The purchaser or the authorized representative shall be accorded proper facilities to inspect and sample the units at the place of manufacture from lots ready for delivery.

5.2 Sample and test units in accordance with ASTM Methods C 140, Sampling and Testing Concrete Masonry Units.

6. Expense of Tests: Additional testing, other than that provided by the manufacturer, shall be borne by the purchaser.

7. Manufacturer

7.1 Cellular concrete blocks shall be ARMORLOC® Class 3510 as manufactured by:

ARMORTEC
9025 Centre Pointe Drive, Suite 400
West Chester, OH 45069
(800) 305-0523
www.armortec.com

Sold by:
CONTECH Construction Products, Inc.
www.contech-cpi.com

7.1.1 Cellular concrete blocks shall be SHORELOC® SD as manufactured by:

SHORETEC, L.L.C. 38200 LA HWY 16
Denham Springs, LA 70706
Phone:(225) 667-4545
Fax: (225) 667-7424
info@shoretec.com

7.1.2 The cellular concrete blocks shall be ARMORLOC®, as shown on the Contract Drawings or approved equal. They shall have the following nominal characteristics:

TABLE 2. STANDARD SIZES OF ARMORLOC® BLOCKS.

Nominal Grid Dimensions	Gross Area/Grid Square Ft	Weight/Grid Lbs.	Weight/Area Lbs./Sq.Ft.	Open Area %
15.9"x11.9"x4.0"	1.0	30 - 35	30 - 35	25

C. Filter Fabric

Geotextile. The geotextile shall be a pervious sheet of woven monofilament/multifilament plastic yarns. The geotextile shall meet the physical requirements listed in Table No. 3 of the specifications.

The geotextile fiber shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of propylene, ethylene, ester, or amide, and shall contain stabilizers and/or inhibitors added to the base plastic, if necessary, to make the filaments resistant to deterioration due to ultraviolet and heat exposure. The edges of the geotextiles shall be finished to prevent the outer fiber from pulling away from the geotextiles.

The Contractor shall furnish the Engineer, in duplicate, manufacturer's certified test results showing actual test values obtained when the physical properties are tested for compliance with the specifications.

During all periods of shipment and storage, the filter fabric shall be protected from direct sunlight, ultraviolet rays and temperatures greater than 140 degrees fahrenheit. To the extent possible, the fabric shall be maintained wrapped in its protective covering.

TABLE 3. PHYSICAL REQUIREMENTS

Physical Property	Test Procedure	Minimum Value
Grab Tensile Strength (Unaged Geotextile)	ASTM D4632	Warp: 275 Lbs. Fill: 390 Lbs.
Breaking Elongation (Unaged Geotextile)	ASTM D4632	10 percent in any principal direction
Burst Strength	ASTM D3786	525 psi
Puncture Strength	ASTM D4833	145 Lbs.
A.O.S., U.S. Std. Sieve	ASTM D4751	60
% Open Area	CWO-22125-86	10
Permittivity	ASTM D4491	.51 sec^{-1}
Water Flow Rate	ASTM D4491	35 gpm/Sq.Ft.

At the time of installation, filter fabric shall be rejected if it has been removed from its protective cover for over 72 hours or has defects, tears, punctures, flow deterioration, or damage incurred during manufacture, transportation or storage. With the acceptance of the Engineer, a torn or punctured section of fabric shall be repaired by placing a filter fabric patch over the damaged area prior to placing the mats. The patch shall be large enough to overlap a minimum of three (3) feet in all directions.

In the event preassembled panels of fabric are required, the panels of filter fabric shall be sewn together at the manufacturer or another approved location to form sections not less than ___ feet wide and ____ feet long.

PART 3: INSTALLATION

3.01 FOUNDATION PREPARATION

A. Construction Methods. Areas on which filter fabric and interlocking concrete blocks are to be placed shall be constructed to the lines and grades shown on the Contract Drawings. Where such areas are below the allowable grades they shall be brought to grade and compacted. The depth of layers and amount of compaction shall be as required by the Engineer. All obstructions, such as roots and projecting stones, must be removed and all of the soft or low density pockets of material removed must be filled with selected material and compacted.

Excavation and preparation for anchor trenches, side trenches, and toe trenches or aprons shall be done in accordance to the lines, grades and dimensions shown in the Contract Drawings.

Immediately prior to placing the filter fabric and interlocking concrete blocks, the prepared area shall be inspected by the Engineer, and no fabric or blocks shall be placed thereon, until that area has been approved.

3.02 PLACEMENT OF FILTER FABRIC

A. General. Filter fabric, as specified elsewhere, shall be placed within the limits shown on the Contract Drawings.

B. Placement. Filter fabric shall be placed directly on the finish graded area. Longitudinal and transverse joints shall be overlapped at least three (3) feet. The fabric shall be placed so that the upstream strip of fabric will overlap the downstream strip.

3.03 PLACEMENT OF INTERLOCKING CELLULAR CONCRETE BLOCKS

A. General. Cellular concrete blocks, as specified in Part 2.B of these Specifications, shall be placed within the limits shown on the Contract Drawings.

B. Placement. The cellular concrete blocks shall be placed on the filter fabric in such a manner as to produce a level surface, and shall be constructed within the specified lines and grades shown on the Contract Drawings.

C. Finishing. The cells or openings in the cellular concrete blocks shall be filled with suitable material.

D. Consultation. The manufacturer of the cellular concrete mats shall provide design and construction advice during the design and installation phases of the project, when required.

BASIS OF PAYMENT

MEASUREMENT. Cellular Concrete Block Erosion Control will be measured by the square yard of surface area to receive material as shown on the plans and as directed. Site preparation and geotextile fabric will not be measured for payment.

PAYMENT. Payment for cellular concrete block erosion control will be made at the contract unit price which includes furnishing and installing all materials as shown on the plan details and in accordance with this section.

Payment will be made under:

Item No.	Pay Item	Pay Unit
S007	Cellular Concrete Block Erosion Control	S.Y.

END ITEM S007

APPENDIX I - WATTLES
(FIBER ROLL EROSION CONTROL)

PART 1 - GENERAL

1.01 DESCRIPTION

A. Fiber rolls (fiber logs or straw wattles) are tube-shaped erosion-control devices filled with straw, flax, rice, coconut fiber material, or composted material. Each roll is wrapped with UV-degradable polypropylene netting for longevity or with 100 percent biodegradable materials like burlap, jute, or coir.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Products shall be as manufactured by one of the following:
   1. Specialty Construction Supply
   2. ACF Environmental
   3. L&M Supply Company
   4. North American Green

B. Substitutions: Must be approved equals submitted in accordance with this project manual.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Comply with manufacturer's recommendations and requirements for installation.

B. Comply with MDOT (Mississippi Department of Transportation) regulations and guidelines.

C. Fiber rolls shall be used in areas of low shear stress. Avoid using them in channels that are actively incising or in reaches with large debris loads or potential for significant ice buildup. Fiber rolls shall be used to control erosion in a variety of areas--along highways and at construction sites,etc. Fiber rolls shall be suitable in the following settings:
   a. Along the toe, top, face, and at-grade breaks of exposed and erodible slopes to shorten slope length and spread runoff as sheet flow
   b. At the end of a downward slope where it transitions to a steeper slope

c. Along the perimeter of a project
d. As check dams in unlined ditches
e. Downslope of exposed soil areas
f. Around temporary stockpiles Siting and Design Considerations

D. Fiber rolls should be prefabricated rolls or rolled tubes of geotextiles fabric. When rolling the tubes, make sure each tube is at least 8 inches in diameter. Bind the rolls at each end and every 4 feet along the length of the roll with jute-type twine.

END ITEM

CONTRACT DOCUMENTS

SECTION A: ADVERTISEMENT FOR BIDDERS

Proof of Publication Required.

SEALED BIDS for construction of the following will be received by the City of Hattiesburg in the City Clerk's Office, City Hall, Hattiesburg, MS 39401 until 10:00 a.m. Central Time on June 13, 2013 for Hattiesburg-Bobby L. Chain Airport Runway 31 Drainage & Safety Area Improvements – Part 2, (AIP No. 3-28-0031-0020-2013) for the City of Hattiesburg.

This project shall generally consist of work which includes: earthwork, drainage and turfing.

Each bid shall generally be accompanied by a bid bond, certified check or cashier's check for an amount equal to five (5) percent of the total base bid.

Bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the Contract Documents are on file at the airport manager's office, 29 Academy Drive, Hattiesburg, MS 39401 and are open for public inspection.

Contract documents may be examined and secured by licensed contractors, sub-contractors, and material suppliers from ARE Consultants, Inc. at the Hattiesburg Bobby L. Chain Municipal Airport upon deposit of two Hundred Dollars ($200.00) per set for each set obtained. Direct questions to the Engineer at the Airport office (601) 544-8661 or at (318) 222-8252. The deposit will be refunded upon return of the drawings and specifications in good condition within ten (10) days after date of opening of bids.

Evidence that a Contractor holds a valid Mississippi Contractor's License must be presented prior to release of bidding documents and/or submittal of a bid proposal. The required classification is Highway, Street, and Bridge Construction.

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the specifications.

The following question will be asked of all bidders: "Has the bidder defaulted on a contract or ever been involved in litigation with a political subdivision of the State of Mississippi or any other state or country?" _____ YES _____NO If "YES," please supply full details.

The City of Hattiesburg reserves the right to reject any or all bids and to waive informalities.

The bids shall be presented in a sealed envelope marked:

Bobby L. Chain Airport
Runway 31 Drainage & Safety Area Improvements-Part 2
AIP No. 3-28-0031-0020-2013
for the City of Hattiesburg.

BID DATE: June 13, 2013, 10:00 a.m. Central Time

A mandatory pre-bid conference is scheduled for 11:30 a.m. Monday, June 3, 2013, in the Airport Conference Room, 29 Academy Drive, Hattiesburg, MS 39403.

Published by Order of the Council on the 7th day of May A.D. 2013

City of Hattiesburg, Mississippi

BY: _____
Eddie R. Myers, City Clerk and
Chief Administrative Officer

Publish on 5-10 and 5-17

City of Hattiesburg
Return PROOF to City Clerk's Office
P. O. Box 1898
Hattiesburg, MS 39403-1898

City of Hattiesburg, MS

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

Master

File Number: 2013-0245

File ID:	2013-0245	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/29/2013
Brief Title:	Taxi permit for Cecil A Carter			**Final Action:**	
				Minute Book Number:	MB2013-139

Title:

Approve the issuance of taxi permit for Cecil A. Carter (E-086), to drive for Grove Transit Shuttle.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Taxi.Carter, executed Taxi.Carter	**Enactment Number:**	
Contact:		**Meeting Date:**	08/07/2013
Drafter:	Marilyn Schwandt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0245

Title

Approve the issuance of taxi permit for Cecil A. Carter (E-086), to drive for Grove Transit Shuttle.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: PTL #130170 FEE: $25.00

BADGE NUMBER / PERMIT NUMBER: E-086 INS: X

COMMERCIAL DRIVER'S LICENSE NO: 800863397

COMMERCIAL DRIVER'S LICENCE EXPIRES: 11-4-17

Cecil A. Carter,having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the Grove Transit Shuttle Service for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of

one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Johnny L. DuPree, Mayor

APPROVED BY: _____
Chief of Police
For Chief Frazier Boutwell

ATTEST:

_____
CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: PTL #130170 FEE: $25.00

BADGE NUMBER / PERMIT NUMBER: E-086 INS: X

COMMERCIAL DRIVER'S LICENSE NO: 800863397

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Cecil A. Carter,having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the Grove Transit Shuttle Service for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of

one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Johnny L. DuPree, Mayor

APPROVED BY: _____
Chief of Police
For Chief Frazier Boutwell

ATTEST:

_____
CITY CLERK

City of Hattiesburg, MS

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

Master

File Number: 2013-0243

File ID:	2013-0243	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/29/2013
Brief Title:	Approve sale of grave spaces			**Final Action:**	
				Minute Book Number:	MB2013-139

Title:
Approve sale of grave spaces, per attached memo.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	cemetery may 7, executed cemetery may 7 deeds, cemetery may 7 receipts	**Enactment Number:**	
Contact:	5/07/2013	**Meeting Date:**	
Drafter:	Marilyn Schwandt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0243

Title
Approve sale of grave spaces, per attached memo.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

TO: CITY COUNCIL

FROM: Robert Harvey, General Manager of Cemeteries

DATE: May 7, 2013

RE: Grave Sells

The following represents the grave spaces sold from April 10, 2013 through April 25, 2013:

Paul S Walters
(1) space $175.00
South Half (S1/2) of the Northwest Quarter (NW1/4)
Lot 91, Section 37, Highland Cemetery

Rosa L Crowder
(2) spaces $350.00
Northwest Quarter (NW1/4)
Lot 67, Section 35, Highland Cemetery

Margaret Ann McDougle
(1) space $175.00
North Half (N1/2) of the Southeast Quarter (SE1/4)
Lot 46, Section 35, Highland Cemetery

Robert E Conley
(1) space $175.00
North Half (N1/2) of the Southeast Quarter (SE1/4)
Lot 6, Section 27, Highland Cemetery

Lorena McCann
(2) spaces $350.00
Southwest Quarter (SW1/4)
Lot 80, Section 36, Highland Cemetery

Willie Mae Walker
(1) space $175.00
South Half (S/2) of the Southwest Quarter (SW1/4)
Lot 47, Section 35, Highland Cemetery

Juanita Stoutamire
(2) spaces $350.00
Northeast Quarter (NE1/4)
Lot 44, Section 35, Highland Cemetery

Carol Spiers
(2) spaces $350.00
Northwest Quarter (NW1/4)
Lot 57, Section 34, Highland Cemetery

Julia Garrett
(2) spaces $350.00
Southeast Quarter (SE1/4)
Lot 39, Section 37, Highland Cemetery

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 Paul S Walters. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northwest Quarter(NW1/4)

Lot Number 91 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 7th 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 7th 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 THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Rosa L. Crowder, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 67 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th 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 7th 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 Margaret Ann McDougle. 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 Southeast Quarter(SE1/4)

Lot Number 46 Section Number:35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th 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 7th 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 Robert E. Conley. 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 Southeast Quarter(SE1/4)

Lot Number 6 Section Number:27

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th 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 7th 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 THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Lorena McCann, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW 1/4)

Lot Number 80 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th 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 7th 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 Willie Mae Walker. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 47 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 7th 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 7th 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 THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Juanita Stoutamire, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 44 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th 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 7th 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 THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Carol Spiers, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 57 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th 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 7th 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 THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Julia Garrett, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)

Lot Number 39 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th 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 7th 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 Paul S Walters. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northwest Quarter(NW1/4)

Lot Number 91 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 7th 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 7th day of May, 2013.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
TERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Rosa L. Crowder, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 67 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th 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 7th day of May, 2013.

STATE OF MISSISSIPPI
KERMIT D. EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Margaret Ann McDougle. 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 Southeast Quarter(SE1/4)

Lot Number 46 Section Number:35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of May, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Eddie R. Myers
CITY CLERK

Johnny L. DuPree
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of May, 2013.

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robert E. Conley, 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 Southeast Quarter(SE1/4)

Lot Number 6 Section Number:27

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of May, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Eddie R. Myers
CITY CLERK

Johnny L. DuPree
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of May, 2013.

STATE OF MISSISSIPPI KEMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Lorena McCann, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW 1/4)

Lot Number 80 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th 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 7th day of May, 2013.

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Willie Mae Walker. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 47 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 7th day of May, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Eddie R. Myers
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 7th day of May, 2013.

My Commission Expires: _____

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Juanita Stoutamire, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 44 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of May, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of May, 2013.

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Carol Spiers, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 57 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th 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 7th day of May, 2013.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID # 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Julia Garrett, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)

Lot Number 39 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th 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 7th day of May, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

Mail to:
20 Friend Rd.
Harriesburg MS 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-10 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ Paul S. Walters

ADDRESS 1901 19th AVE Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NW ¼ Lot No. 91 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175

Check # 3302

CITY OF HATTIESBURG, MISSISSIPPI

By John H Williams
Supt. of City Cemeteries

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mail to:
542 Cole Road
Hattiesburg MS 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-12- 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ Rosa L Crowder

ADDRESS 412 Sweeter Drive Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ NW ¼ Lot No. 67 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Robyn K Hinton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4- 15- 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ Margaret Ann McDougle

ADDRESS 214 E 4th St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ SE ¼ Lot No. 46 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Robyn K Hinton

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-16-2013

SOLD TO:

~~Mr. Mrs. Miss~~ Robert E Conley

ADDRESS 1208 Coit St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

~~N~~ S ½ SE ¼ Lot No. 6 Section No. 27 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 7287

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

Supt. of City Cemeteries

Mail to:
Laird Mortuary
PO Box 1030
Beatiss, MS 39474

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-17-2013

SOLD TO:

~~Mr. Mrs. Miss~~ Lorena McCann

ADDRESS 808 Woodland Ct Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

~~S~~ SW ¼ Lot No. 80 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

check 22237

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-19-2013

SOLD TO:

~~Mr. Mrs. Miss~~ Willie Mae Walker

ADDRESS 109 Edna St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SW ¼ Lot No. 47 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

Adalyn K Hinton

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-19- 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ Juanita Stoutamire

ADDRESS 18 Serene Hills Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

~~1/2~~ NE 1/4 Lot No. 44 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

Check 4556

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

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mail to:
PO Box 2144
Hattiesburg MS 39403

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-25- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ Carol Siers

ADDRESS 208 Gordon Street Apt K61 Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

~~1/2~~ NW 1/4 Lot No. 57 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

---

mail to:
PO Box 15644
Hattiesburg MS 39404

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-25- 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ Julia Garrett

ADDRESS 805 Hardy St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

~~1/2~~ SE 1/4 Lot No. 39 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

City of Hattiesburg, MS

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

Master

File Number: 2013-0235

File ID:	2013-0235	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/23/2013
Brief Title:	Acknowledge Proof of Publications			**Final Action:**	
				Minute Book Number:	MB2013-140

Title:
Acknowledge Proof of Publications for the month of March, 2013.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Proofs of Pub. March	**Enactment Number:**	
Contact:		**Meeting Date:**	05/07/2013
Drafter:	Marilyn Schwandt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0235

Title
Acknowledge Proof of Publications for the month of March, 2013.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200432230
Public Hearing Jim Stroo

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Jim Stroo, Owner with the Mayor and Council of the City of Hattiesburg, Mississippi, to request a sign variance of two (2) on-premise free standing signs of Article 5, Section 95.10 (2) of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for certain property located at 114 & 118 Lamar Blvd. (Parcel # 052Q-10-042.00, and PPIN # 021456, Ward 3), said property being more particularly described as follows, to-wit:

A part of the SE ¼ of the SW ¼ of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at an iron pin found marking the SW corner of the SW ¼ of the SW ¼ of said Section 10, thence run North for 300.22 feet; thence East for 1591.52 feet to an iron pin set on the eastern right of way line of Lamar Boulevard, said point also being the Point of Beginning; thence North 02 degrees 51 minutes 34 seconds West along said eastern right of way line for 239.83 feet to an iron pin set; thence North 80 degrees 08 minutes 00 seconds East for 210.00 feet to a crimp top found; thence South 02 degrees 51 minutes 34 seconds East for 239.83 feet to a crimp top pipe found; thence South 80 degrees 08 minutes 00 seconds West for 210.00 feet back to the Point of Beginning. Said parcel contains 1.15 acres more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, April 3, 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 12 day of March A.D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI
BY: Eddie Myers /s/
CITY CLERK
(SEAL)

Publish: March 15, 2013
0200432230-01

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:

3/15/2013
3/15/2013
3/15/2013

Size: 374 words / 1.00 col. x 86.00 lines
Published: 1 time(s)
Total: $52.13

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/15/2013.

Jennifer J. Brogdon
Notary Public

March 15, 2013
Date

(SEAL)

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

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:

3/15/2013
3/15/2013
3/15/2013

Size: 703 words / 1.00 col. x 162.00 lines
Published: 1 time(s)
Total: $170.97

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/15/2013.

Jennifer J. Braydon
Notary Public
March 15, 2013
Date

(SEAL)

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200432232
Public Hearing Ronald Blackwell

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Ronald Blackwell, on behalf of Turtle Creek Development, LLC, 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 would, if approved, change the zoning designation for a certain property located on the West side of Cross Creek Parkway and lies between W. 4th Street and Hardy Street. (Parcel # 051M-11-011.000 , PPIN: 007622, Ward 3), from B-5 (Regional Business) District to R-3 (Multi Family Residential) District. Said property being more particularly described as follows, to-wit:
A parcel of land being located in the SW ¼ of the NW ¼ , and the NW ¼ of the NW ¼ , Section 11, Township 4 North, Range 14 West, Lamar County, MS, and being more particularly described as follows:

Commence at the Southwest Corner of the Southwest ¼ of the Northwest ¼ of said Section 11, thence North for 367.72 feet; thence East for 521.57 feet to and for the Point of Beginning, said point also being on the western boundary of Cross Creek Parkway, and on the eastern boundary of a drainage easement as described on a survey of said drainage easement by Clearpoint Consulting Engineers dated April 4, 2007; thence along the eastern boundary of said drainage easement for the following calls: thence North 50 degrees 32 minutes 45 seconds West for 192.55 feet; thence North 80 degrees 27 minutes 27 seconds West for 114.42 feet; thence North 88 degrees 33 minutes 29 seconds West for 113.20 feet; thence North 75 degrees 02 minutes 18 seconds West for 69.83 feet; thence North 00 degrees 00 minutes 31 seconds West for 277.17 feet; thence North 00 degrees 03 minutes 39 seconds East for 459.94 feet; thence North 54 degrees 55 minutes 10 seconds East for 394.69 feet; thence North 61 degrees 43 minutes 46 seconds East for 59.57 feet; thence North 66 degrees 13 minutes 46 seconds East for 86.94 feet to the western boundary of Cross Creek Parkway; thence leaving said drainage easement, run along the western boundary of Cross Creek Parkway for the following calls; thence along a curve to the left for 160.43 feet, said curve having a radius of 370.00 feet, included angle of 24 degrees 50 minutes 36 seconds, chord length of 159.18 feet, and chord bearing of South 23 degrees 29 minutes 19 seconds East; thence North 54 degrees 05 minutes 23 seconds East for 30.00 feet; thence South 35 degrees 54 minutes 37 seconds East for 216.89 feet; thence along a curve to the right for 107.48 feet, said curve having a radius of 175.00 feet, included angle of 35 degrees 11 minutes 20 seconds, chord length of 105.80 feet, and chord bearing of South 18 degrees 18 minutes 57 seconds East; thence South 00 degrees 43 minutes 17 seconds East for 443.81 feet; thence along a curve to the right for 139.92 feet, said curve having a radius of 175.00 feet, included angle of 45 degrees 48 minutes 37 seconds, chord length of 136.22 feet, and chord bearing of South 22 degrees 11 minutes 02 seconds West; thence South 45 degrees 05 minutes 20 seconds West for 304.53 feet back to the Point of Beginning.
Said parcel contains 14.80 acres more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, April 3, 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 12th day of March A.D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI
BY: Eddie R.Myers /s/
CITY CLERK
(SEAL)

Publish: March 15, 2013
0200432232-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

DEONDRA MAGEE

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/24/2013
3/24/2013

Size: 178 words / 1.00 col. x 47.00 lines
Published: 1 time(s)
Total: $28.36

Signed Deondra Magee
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/24/2013.

Jennifer J. Brigdon
Notary Public

March 24, 2013
Date

(SEAL)

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200432828
March MPO 2013

PUBLIC NOTICE

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization Policy Committee will meet in session as follows:

Hattiesburg Intermodal Train Depot
308 Newman St Hattiesburg, MS 39401
Wednesday, March 27, 2013
10:00 a.m.

Copies of the tentative agenda may be picked up at the City of Hattiesburg City Clerk's' Office located on the 2nd floor of City Hall, 200 Forrest Street, Hattiesburg or at the Hattiesburg Intermodal Facility (Train Depot) located at 308 Newman St. This public notice will serve to fulfill the public participation requirements under FTA Section 5307 Program Projects for the City of Hattiesburg's Hub City Transit (HCT) system.

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization adheres to the Americans with Disabilities Act will make reasonable modification for access to its meetings upon request. Please contact Cheryl Turnage with Hub City Transit at 601-545-4670 to make arrangements for transportation.

Publish: March 24, 2013
0200432828-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200432823
TIF= Southeren Pointe-PN

NOTICE OF PUBLIC HEARING AMENDED TAX INCREMENT FINANCING PLAN SOUTHERN POINT PROJECT

Notice is hereby given that a public hearing will be held on Monday, April 15, 2013 at 4:30 p.m. at City Hall, Council Chambers, 200 Forrest Street, Hattiesburg, Mississippi, on the Tax Increment Financing Plan, Southern Point Project, City of Hattiesburg, Mississippi, December 2000, as Amended, April 2013 (the "Amended TIF Plan"), for consideration by the Mayor and City Council of the City of Hattiesburg, Mississippi (the "City"). The City proposes to use the Amended TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan, City of Hattiesburg, Mississippi, and further, to designate the project described in the Amended TIF Plan as appropriate for development and tax increment financing.

The purpose of the proposed amendments is to increase the City's authority to issue Tax Increment Financing Bonds ("TIF Bonds") from Two Million Dollars to Three Million Six Hundred Eighty Dollars, a difference of One Million Six Hundred Eighty Thousand Dollars, and to increase the duration of the TIF Plan. The first series of TIF Bonds were issued in 2001 in the amount of $870,000 and were retired in November of 2012.

The general scope of the Amended TIF Plan is for the City of Hattiesburg to issue tax increment financing revenue bonds, jointly with Forrest County, Mississippi (the "County") in an amount not to exceed Three Million Six Hundred Eight Thousand Dollars ($3,680,000) in order to offset costs associated with the construction of various infrastructure improvements in connection with the project, which may include, but are not necessarily limited to, installation and/or relocation of utilities such as water, sanitary sewer, burying and relocation of electrical lines, construction of drainage improvements, construction of roadways with curb and gutter, concrete walks, sidewalks, lighting, site demolition and grading, parking and associated site development, installation of signage, landscaping of rights-of way, irrigation, related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest, and other related soft costs. The bonds shall be secured by a pledge of the City's incremental increase in ad valorem real and personal property taxes generated by the Tax Increment Financing District (the "TIF District") as described in the Amended TIF Plan. The County has committed to match the City's pledge. The TIF Bonds will not be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the real and personal property ad valorem taxes from within TIF District.

Construction of the project and payment of the bonds issued to construct the project will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City.

The City and County may exercise their authority under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the "Act"), individually or jointly, pursuant to an Interlocal Cooperation Agreement as authorized by Section 21-45-3 of the Act.

Copies of the Amended TIF Plan are available for examination in the office of the City Clerk in Hattiesburg, Mississippi.

This hearing is being called and conducted, and the Amended TIF Plan has been prepared as authorized and required by Sections 21-45-1, et seq., Mississippi Code of 1972, as amended.

Witness my signature and seal this the 19th day of March, 2013.

/s/ Johnny L. Dupree, Mayor
(Seal)

Publish: March 30, 2013

0200432823-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

DEONDRA MAGEE

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/30/2013
3/30/2013

Size: 591 words / 1.00 col. x 150.00 lines
Published: 1 time(s)
Total: $80.92

Signed Deondra Magee
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/30/2013.

Jennifer J. Brigdon
Notary Public

March 30, 2013
Date

(SEAL)

City of Hattiesburg, MS

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

Master

File Number: 2013-0248

File ID:	2013-0248	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/30/2013
Brief Title:	HOME Manual Checks			**Final Action:**	
				Minute Book Number:	MB2013-140

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

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	MEMORANDUM-Manual Checks-HOME, HOME Supporting Docs	**Enactment Number:**	
Contact:		**Meeting Date:**	05/07/2013
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/07/2013					

Text of Legislative File 2013-0248

Title

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

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: April 30, 2013

The following request for payment is being submitted for approval during the City Council's May 7, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	**Specialty Abatement**
Activity:	Housing Rehabilitation
Program:	HOME
Project Site:	310 N 21st Ave.
Amount Requested:	**$1,618.00**
Purpose of Request:	Lead Abatement
Work Provided by:	Specialty Abatement

Recipient:	**Community Connections**
Activity:	New Affordable Housing/Homebuyer
Program:	HOME - CHDO
Project Site:	620 Barkley Rd.
Amount Requested:	**$3,762.00**
Purpose of Request:	Draw #5
Work Provided by:	May's Trucking Service

Specialty Abatement Services, Inc.

Invoice

Please make your check payable to Specialty Abatement Services, Inc..
And thank you for your business!

Tax ID # 64-0802333
Phone 601-264-5550

To

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

Randy Jordan 601545-4592

Invoice No. **12-08057**

Invoice Date **09/14/12**

Amount Due **$1,618.00**

Description of Services **Vendor # 00017872**

Lead Abatement - 310 N. 21st Ave, Hattiesburg, MS

Terms **Net 30 Days**

Due date **10/14/12**

P. O. Box 15925
Hattiesburg, MS 39404-5925
601-264-5550
601-264-5344 Fax

REQUEST FOR FUNDS

(1) Organization's Name & Address: **Community Connections Inc.** **Post Office Box 18612** **Hattiesburg, MS 39404-8612** **Telephone Number:** **601-261-0820**	**(2) Project Address:** **620 Barkley Road** **Hattiesburg, MS 39401**	**(3) Request No. 5** **(4) Work Performed: Siding and Sheetrock** **(5) Amount Requested:** **$3,762.00**
(6) Project Period **From: 12-1-12** **To: 4-19-13**	**(7) Make Check Payable to:** **COMMUNITY CONNECTIONS INC**	**(8) Prepared By:** **DONNA A. ALI** **Date Prepared 4-23-13**

"I HEREBY CERTIFY THAT the costs included in this request are for services rendered and allowable costs and expenditures in accordance with approved contract agreement between the City of Hattiesburg and the certifying agency or Interdepartmental MOU (Memorandum of Understanding), and that amounts requested do not exceed the total funds obligated by the contract agreement or MOU whichever applicable."

Donna Ali — 4-23-13

Signature of Authorized Officer Requesting Funds — **Date**

Donna Ali, Executive Director

Type Name and Title of Authorized Requesting Officer

4-30-13

Signature of City Official Approving Disbursement — **Date**

Type Name and Title of City Official

Revised 10/04

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name **COMMUNITY CONNECTIONS INC.** **Contract Date:** **May 4, 2010**

Request Number **5** Total Amount Requested ** $ 3,762.00

Funds requested are for Construction Costs incurred by Community Connections, Inc., CHDO for 620 Barkley Road.

1) May's Trucking Service –Dirt 46 loads	$ 3,762.00
2)	$
3)	$
4)	$
5)	$
6)	$
7)	$

****Total Amount Requested for this Draw** $ 3,762.00

TOTAL REQUESTED TO DATE $ 49,800.00

Period of Service(s) Starting and Ending From 12-1-12 to 4-19-13

Hours Authorized and Funded: ____ Hours Worked: ____

Other: ____

367482

MAY'S TRUCKING SERVICE

1820 LOTT STREET
HATTIESBURG MS 39401
268-6030 544-3604

NAME	SHIP TO
Community Connections	
ADDRESS: Mobile St	ADDRESS
CITY, STATE, ZIP: Hattiesburg, MS 39401	CITY, STATE, ZIP

ORDER NUMBER	DEPARTMENT	SALESPERSON	WHEN SHIP	TERMS	HOW SHIP	DATE
						4/11/2013

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Barkley Road Behind House & Yard		
	4-9-2013		
	Green + Red Truck = 11-Loads of Fill @	80.00	880.00
	Yellow Truck = 3-Load "	"	240.00
	4-10-2013		
	Green + Red Truck = 22 Loads	"	1760.00
	Yellow Truck = 13 Loads	"	1040.00
	Charles Barfield TOTAL		$3920.00

BUYER:

adams 8100

KEEP THIS SLIP FOR REFERENCE

City of Hattiesburg, MS

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

Master

File Number: 2013-0244

File ID:	2013-0244	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	04/29/2013
Brief Title:	Claims Docket			**Final Action:**	
				Minute Book Number:	MB2013-140

Title:
Approve Claims Docket for the period ending April 30, 2013.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Claims Docket 5.7.13	**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	05/07/2013					

Text of Legislative File 2013-0244

Title
Approve Claims Docket for the period ending April 30, 2013.

Summary
Claims Docket

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

FOR THE PERIOD ENDING 30 APRIL 2013
RECAP SHEET

	FUND	CLAIM NO	AMOUNT
001	GENERAL FUND	4407-4760	2,324,569.46
002	PARK AND RECREATION FUND	1115-1250	169,873.36
006	PAYROLL FUND	449-506	15,294.21
009	WATER&SEWER OPERATION / MAINT	961-1050	373,853.85
011	WATER & SEWER FUND	486-603	6,381.26
019	POLICE FOREITURE FUND	059-062	2,066.92
072	MUNICIPAL ROAD AND BRIDGE	230-239	501,899.36
073	MASS TRANSIT FUND	303-325	35,603.28
075	WATER&SEWER CONSTRUCTION FUND	067-075	1,774,252.73
077	COMMUNITY CENTER'S FUND	253-283	162,913.95
082	COMMUNITY DEVELOP. BLOCK GRANT	139-155	62,463.63
087	IMDUSTRIAL PARK DEVELOPMENT	026-031	7,088.13
095	2001 BOND CONSTRUCTION FUND	001	42,268.48
098	K.P. ZOO CAPITAL IMPROVEMENT	006	22,074.82
099	2010 W&S GO BONDS	035	55,519.65
107	SPECIAL SALES TAX -T&A	011-012	400,570.64
		TOTAL	5,956,693.73

RECOMMENDED BY:

Lisa Nausson — 4/29/13
COMPTROLLER — DATE

CITY CLERK — DATE

MAYOR — DATE

PRESIDENT OF COUNCIL — DATE

COUNCIL MEMBER — DATE

COUNCIL MEMBER — DATE

COUNCIL MEMBER — DATE

COUNCIL MEMBER — DATE

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A 1 FIRE EQUIPMENT	1457	00131504	12004515	HOODS/BOOTS/GLOVES FIRE DEPT	04/30/13	230053	4,615.64-
A 1 FIRE EQUIPMENT							
Sum							4,615.64-
00001 AAMCO TRANS/AUTOMOTIVE S	126004	00132593	12004480	REPRS POLICE UNIT	04/30/13	230054	80.00-
00001 AAMCO TRANS/AUTOMOTIVE S	125913	00132132	12004538	REPRS U#16237 STREET	04/30/13	230054	848.70-
AAMCO TRANS/AUTOMOTIVE S							
Sum							928.70-
00001 ADVANCE AUTO PARTS	560430984237	00132142	12004678	REPR PTS POLICE STOCK	04/30/13	230055	271.95-
00001 ADVANCE AUTO PARTS	560431053404	00132591	12004679	REPR PTS POLICE STOCK	04/30/13	230055	44.97-
00001 ADVANCE AUTO PARTS	560430992229	00132433	12004717	REPR PTS POLICE STOCK	04/30/13	230055	119.88-
ADVANCE AUTO PARTS							
Sum							436.80-
00001 AFFORDABLE EMERGENCY LIG	596	00132635	12004512	BLUE LIGHTS U#17114 POLICE	04/30/13	230056	423.00-
00001 AFFORDABLE EMERGENCY LIG	597	00132635	12004513	SIREN REPR U#16653 POLICE	04/30/13	230056	85.00-
AFFORDABLE EMERGENCY LIG							
Sum							508.00-
00001 AGRI-AFC LLC	1035170	00132550	12004545	GRASS KILLER AIRPORT MAINT	04/30/13	230059	540.00-
AGRI-AFC LLC							
Sum							540.00-
00001 ALLBRITTON CHAIN SAW & L	25733	00132639	12004621	AGRI EQUIP/SUPP TRAFFIC DEPT	04/30/13	230061	442.81-
00001 ALLBRITTON CHAIN SAW & L	25860	00132717	12004649	AUGER DRILL HEADS-TRAFFIC	04/30/13	230061	266.40-
00001 ALLBRITTON CHAIN SAW & L	25734	00132599	12004685	DRILL BITS/WEEDEATER LINE	04/30/13	230061	160.50-
ALLBRITTON CHAIN SAW & L							
Sum							869.71-
00001 ALWAYS IN STITCHES	2344	00132690	12004680	EMBROIDER SHIRTS-JOHNSON	04/30/13	230065	115.50-
ALWAYS IN STITCHES							
Sum							115.50-
00001 ASH MILLWORKS	34949	00132489	12004627	BLDG MATLS SANIT DEPT	04/30/13	230070	675.88-
00001 ASH MILLWORKS	35006	00132694	12004690	BLDG MATLS SANIT OFFC RENOVA	04/30/13	230070	32.16-
ASH MILLWORKS							
Sum							708.04-
00001 ASSOCIATED APPRAISERS	13040009	00132730	12004595	APPRAISAL J ED TURNER ROAD	04/30/13	230071	350.00-
ASSOCIATED APPRAISERS							
Sum							350.00-
00001 AT&T	601M26940440	00020137	12004476	MNTHLY SERV 4/8-5/7/13 VARI	04/30/13	230072	279.75-
AT&T							
Sum							279.75-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 AUTO ARMATURE SERVICE IN	0144	00132434	12004543	BATTERY U#17874 HEALTH	04/30/13	230073	99.95-
00001 AUTO ARMATURE SERVICE IN	0145	00132434	12004544	ALTERNATOR U#8877 SANIT	04/30/13	230073	99.95-
00001 AUTO ARMATURE SERVICE IN	0254	00132630	12004623	REPR PTS U#17508 STREET	04/30/13	230073	169.95-
00001 AUTO ARMATURE SERVICE IN	0321	00132674	12004687	BATTERY U#17508 STREET	04/30/13	230073	91.95-
AUTO ARMATURE SERVICE IN Sum							461.80-
00001 BARNEY'S OF GULFPORT	0012207-0	00131286	12004725	FEDERAL SIGNALS POLICE DEPT	04/30/13	230079	1,275.00-
00001 BARNEY'S OF GULFPORT	0012207-1	00131286	12004726	CONSOLE POLICE UNITS	04/30/13	230079	3,270.00-
00001 BARNEY'S OF GULFPORT	0012207-2	00131286	12004727	LIGHT BARS/SOUND OFF	04/30/13	230079	16,630.00-
00001 BARNEY'S OF GULFPORT	0012207-3	00131286	12004728	PUSH BUMPERS	04/30/13	230079	6,976.00-
BARNEY'S OF GULFPORT Sum							28,151.00-
00001 BELK DEPARTMENT STORE	P9356003500X	00132312	12004659	CLOTH ALLOW-VAUGHN-POLICE	04/30/13	230082	318.61-
00001 BELK DEPARTMENT STORE	P9356003600Y	00132502	12004660	CLOTH ALLOW-WAHL-POLICE	04/30/13	230082	192.63-
00001 BELK DEPARTMENT STORE	P9356003600Y	00132506	12004661	CLOTH ALLOW-FRAZIER-POLICE	04/30/13	230082	124.05-
00001 BELK DEPARTMENT STORE	P93560038010	00132518	12004662	CLOTH ALLOW-MCLAURIN-POLICE	04/30/13	230082	162.98-
00001 BELK DEPARTMENT STORE	P9356003400Y	00132545	12004663	CLOTH ALLOW-HARTLEY-POLICE	04/30/13	230082	313.44-
00001 BELK DEPARTMENT STORE	P9356003800Y	00132547	12004664	CLOTH ALLOW-MCLEMORE-POLICE	04/30/13	230082	320.17-
00001 BELK DEPARTMENT STORE	P9356003800Y	00132548	12004665	CLOTH ALLOW-SIMS-POLICE	04/30/13	230082	454.57-
00001 BELK DEPARTMENT STORE	P9356003B00Y	00132576	12004666	CLOTH ALLOW-MILLER-POLICE	04/30/13	230082	502.81-
00001 BELK DEPARTMENT STORE	P9356003Q00Y	00132586	12004667	CLOTH ALLOW-BYRD-POLICE	04/30/13	230082	119.81-
00001 BELK DEPARTMENT STORE	P9356003X010	00132641	12004668	CLOTH ALLOW-ROBINSON-POLICE	04/30/13	230082	127.00-
BELK DEPARTMENT STORE Sum							2,636.07-
00001 BENSON, BRETT	TRAV ADVANCE	00132837	12004673	TRAV ADV BROWNFIELDS CONF GA	04/30/13	230084	798.84-
BENSON, BRETT Sum							798.84-
00001 BIG IRON DIESEL REPAIR L	SO1199	00132616	12004518	REPRS U#12688 SANIT	04/30/13	230089	357.81-
00001 BIG IRON DIESEL REPAIR L	SO1200	00132617	12004519	REPRS U#8877 SANIT	04/30/13	230089	285.00-
BIG IRON DIESEL REPAIR L Sum							642.81-
00001 BONNER ANALYTICAL TESTIN	51575	00130360	12004416	ASBESTOS TESTS VARI LOC	04/30/13	230091	65.00-
00001 BONNER ANALYTICAL TESTIN	51386	00129837	12004419	ASBESTOS TEST 721 LINCOLN ST	04/30/13	230091	45.00-
00001 BONNER ANALYTICAL TESTIN	51385	00129837	12004420	ASBESTOS TEST 719 LINCOLN ST	04/30/13	230091	90.00-
BONNER ANALYTICAL TESTIN Sum							200.00-
00001 BOURNE BROTHERS PRINTING	46949	00132344	12004453	ID CARD PAPER-RECORDS	04/30/13	230092	18.00-
00001 BOURNE BROTHERS PRINTING	47016	00132567	12004634	OPEN/CLOSE FORMS CEMETERY	04/30/13	230092	115.00-
BOURNE BROTHERS PRINTING Sum							133.00-
00001 BRIDGES, JEREMEY (REFUND	MUNICIPAL CO	02013411	12004708	MUNICIPAL COURT REFUND	04/30/13	230096	666.25-
BRIDGES, JEREMEY (REFUND							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							666.25-
00001 BROADWAY DRIVE TIRE	086808	00131877	12004458	TIRES POLICE STOCK	04/30/13	230097	1,435.00-
00001 BROADWAY DRIVE TIRE	086856	00131958	12004466	TIRES U#10807 STREET	04/30/13	230097	238.36-
00001 BROADWAY DRIVE TIRE	087035	00132305	12004467	TIRE U#13047 STREET	04/30/13	230097	95.90-
BROADWAY DRIVE TIRE							
Sum							1,769.26-
00001 C D W GOVERNMENT	BQ34634	00132544	12004592	BACKUP BATTERY INFO TECH	04/30/13	230104	134.95-
00001 C D W GOVERNMENT	BP73560	00132544	12004593	COMPUTER MEMORY INFO TECH	04/30/13	230104	39.80-
C D W GOVERNMENT							
Sum							174.75-
00001 CARQUEST AUTO PARTS STOR	14758-3260	00132105	12004537	REPR PTS U#16008 STREET	04/30/13	230106	39.54-
00001 CARQUEST AUTO PARTS STOR	14758-3099	00131957	12004540	REPR PTS SHOP STOCK	04/30/13	230106	34.49-
00001 CARQUEST AUTO PARTS STOR	14758-3098	00131957	12004541	REPR PTS U#15922 CONSTR	04/30/13	230106	17.06-
00001 CARQUEST AUTO PARTS STOR	14758-4535	00132642	12004718	REPR PTS U#16716 POLICE	04/30/13	230106	152.50-
00001 CARQUEST AUTO PARTS STOR	14758-4536	00132642	12004719	REPR PTS POLICE STOCK	04/30/13	230106	325.83-
CARQUEST AUTO PARTS STOR							
Sum							569.42-
00001 CARR, CHRISTOPHER	TRAVEL REIMB	00132894	12004748	EXPNS ARCGIS TRNG SPACE CNTR	04/30/13	230108	127.21-
CARR, CHRISTOPHER							
Sum							127.21-
00001 CHAIN ELECTRIC COMPANY	23188 & 2344	00132747	12004650	SIGNAL WORK 2/11-17 TORNADO	04/30/13	230113	41,678.36-
CHAIN ELECTRIC COMPANY							
Sum							41,678.36-
00001 CITY OF HATTIESBURG FUND	041713	02013401	12004501	TRF 2ND 4/13 PAYROLL	04/17/13	17599	1,009,804.29-
CITY OF HATTIESBURG FUND							
Sum							1,009,804.29-
00001 COMCAST CABLEVISION OF H	095777340100	00132620	12004521	SERV AIRPORT MAINT	04/30/13	230125	76.95-
00001 COMCAST CABLEVISION OF H	095777456110	00132799	12004646	MNTHLY CONVERTER BOX FEE	04/30/13	230125	8.76-
COMCAST CABLEVISION OF H							
Sum							85.71-
00001 COMMAND LIGHT	73992	00132482	12004612	RPLCMNT LIGHTS-TOWER-ACADEMY	04/30/13	230126	122.96-
COMMAND LIGHT							
Sum							122.96-
00001 COMSOUTH	168961	00131603	12004473	RADIO REPR U#16320 SANIT	04/30/13	230128	85.00-
00001 COMSOUTH	169452	00132533	12004507	SPKRMIC-TAPP-POLICE	04/30/13	230128	89.00-
00001 COMSOUTH	169183	00131900	12004520	RADIO BATTERY AIRPORT	04/30/13	230128	97.00-
00001 COMSOUTH	168721	00131352	12004617	RADIO REPR FIRE DEPT	04/30/13	230128	415.00-
00001 COMSOUTH	168720	00131352	12004618	RADIO REPR FIRE DEPT	04/30/13	230128	415.00-
00001 COMSOUTH	168718	00131352	12004619	RADIO REPR FIRE DEPT	04/30/13	230128	415.00-
00001 COMSOUTH	169365	00132266	12004682	RADIO REPR FIRE DEPT	04/30/13	230128	102.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 COMSOUTH	169366	00132266	12004683	RADIO REPR FIRE DEPT	04/30/13	230128	182.30-
00001 COMSOUTH	168190	00130130	12004721	RADIO BATTERY-DAVIS-POLICE	04/30/13	230128	99.00-
COMSOUTH Sum							1,899.80-
00001 COURTESY MOTORS INC	176942	00132596	12004481	PROGRAM REMOTE/KEY FORD TRUCK	04/30/13	230133	137.67-
COURTESY MOTORS INC Sum							137.67-
00001 CUSTOM PRODUCTS CORP	238307	00132455	12004686	USM METRO SIGNS TORNADO 2/10	04/30/13	230136	1,749.04-
CUSTOM PRODUCTS CORP Sum							1,749.04-
00001 D P S CRIME LAB	IN 711 13CL0	00132654	12004534	ANALYTICAL SERVS 3/13 POLICE	04/30/13	230138	50.00-
D P S CRIME LAB Sum							50.00-
00001 DAKTECH COMPUTERS	INV0303924	00132607	12004747	COMPUTERS U DEV/CEM/FORESTRY	04/30/13	230139	1,998.00-
DAKTECH COMPUTERS Sum							1,998.00-
00001 DAVIS VETERINARY HOSPITA	103530	00132614	12004509	SERVS EPO POLICE K-9	04/30/13	230141	335.60-
00001 DAVIS VETERINARY HOSPITA	104431	00132614	12004510	SERVS ALEX POLICE K-9	04/30/13	230141	125.00-
00001 DAVIS VETERINARY HOSPITA	103866	00132614	12004511	DOG FOOD POLICE K-9	04/30/13	230141	510.00-
DAVIS VETERINARY HOSPITA Sum							970.60-
00001 DILLARDS DEPARTMENT STOR	P9336002Y00X	00132221	12004601	CLOTH ALLOW-WAHL-POLICE	04/30/13	230147	305.00-
00001 DILLARDS DEPARTMENT STOR	P9336003100X	00132317	12004602	CLOTH ALLOW-FRAZIER-POLICE	04/30/13	230147	189.99-
00001 DILLARDS DEPARTMENT STOR	P9336003800X	00132503	12004603	CLOTH ALLOW-VAUGHN-POLICE	04/30/13	230147	79.00-
DILLARDS DEPARTMENT STOR Sum							573.99-
00001 E S R I (ENVIR SYS RESEA	92641169	00132205	12004503	ARCGIS MAINT MPO TRAIN DEPOT	04/30/13	230158	6,950.00-
E S R I (ENVIR SYS RESEA Sum							6,950.00-
00001 ECONOMY SUPPLY CO	189422	00132313	12004539	BLDG MATLS SHOP OFFICE	04/30/13	230161	61.44-
00001 ECONOMY SUPPLY CO	189824	00132603	12004628	BLDG MATLS SANIT OFFC RENOVA	04/30/13	230161	954.10-
00001 ECONOMY SUPPLY CO	189900	00132643	12004688	BLDG MATLS SHOP RENOVA	04/30/13	230161	67.90-
ECONOMY SUPPLY CO Sum							1,083.44-
00001 EMERGENCY EQUIPMENT PROF	406319	00132175	12004516	REPR PTS U#14517 FIRE DEPT	04/30/13	230164	462.00-
00001 EMERGENCY EQUIPMENT PROF	406383	00132224	12004647	EMER LIGHTS U#18099 FIRE DEPT	04/30/13	230164	1,848.52-
00001 EMERGENCY EQUIPMENT PROF	406348	00132753	12004648	BRACKETS FIRE UNITS	04/30/13	230164	347.95-
EMERGENCY EQUIPMENT PROF							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							2,658.47-
00001 FASTENAL COMPANY	MSHAT158309	00132170	12004494	ASPHALT RAKES-STORM CLEANUP	04/30/13	230171	232.48-
FASTENAL COMPANY Sum							232.48-
00001 FORREST CTY SUPERVISORS	BILLING #30	00132527	12004423	MNTHLY ARREARAGE PYMT #30	04/30/13	230177	13,798.91-
00001 FORREST CTY SUPERVISORS	BILLING #31	00132527	12004424	MNTHLY ARREARAGE PYMT #31	04/30/13	230177	13,798.91-
00001 FORREST CTY SUPERVISORS	TORNADO 2/10	00132805	12004652	REIMB TORNADO CLEANUP ASSIST	04/30/13	230177	295,659.20-
FORREST CTY SUPERVISORS Sum							323,257.02-
00001 FUELMAN OF MS	BG127044 NP3	00132526	12004418	FUEL CHGS MIKELL/QUINN LDC	04/30/13	230179	64.66-
00001 FUELMAN OF MS	BG127044 NP3	00132766	12004644	FUEL CHGS 4/8-14/13 POLICE	04/30/13	230179	149.20-
FUELMAN OF MS Sum							213.86-
00001 G & K SERVICES	1035350732	00132512	12004428	UNIFORMS 2/05 CEM/FORESTRY	04/30/13	230188	52.36-
00001 G & K SERVICES	1035352852	00132512	12004429	UNIFORMS 2/12 CEM/FORESTRY	04/30/13	230188	52.36-
00001 G & K SERVICES	1035354946	00132512	12004430	UNIFORMS 2/19 CEM/FORESTRY	04/30/13	230188	52.36-
00001 G & K SERVICES	1035357075	00132512	12004431	UNIFORMS 2/26 CEM/FORESTRY	04/30/13	230188	62.30-
00001 G & K SERVICES	1035359173	00132512	12004432	UNIFORMS 3/05 CEM/FORESTRY	04/30/13	230188	56.00-
00001 G & K SERVICES	1035361262	00132512	12004433	UNIFORMS 3/12 CEM/FORESTRY	04/30/13	230188	52.00-
00001 G & K SERVICES	1035363347	00132512	12004434	UNIFORMS 3/19 CEM/FORESTRY	04/30/13	230188	52.00-
00001 G & K SERVICES	1035365470	00132512	12004435	UNIFORMS 3/26 CEM/FORESTRY	04/30/13	230188	52.00-
00001 G & K SERVICES	1035350733	00132512	12004436	MOP/MAT 2/05 CEM/FORESTRY	04/30/13	230188	21.44-
00001 G & K SERVICES	1035352853	00132512	12004437	MOP/MAT 2/12 CEM/FORESTRY	04/30/13	230188	21.44-
00001 G & K SERVICES	1035354947	00132512	12004438	MOP/MAT 2/19 CEM/FORESTRY	04/30/13	230188	21.44-
00001 G & K SERVICES	1035357076	00132512	12004439	MOP/MAT 2/26 CEM/FORESTRY	04/30/13	230188	21.44-
00001 G & K SERVICES	1035359174	00132512	12004440	MOP/MAT 3/05 CEM/FORESTRY	04/30/13	230188	21.44-
00001 G & K SERVICES	1035361263	00132512	12004441	MOP/MAT 3/12 CEM/FORESTRY	04/30/13	230188	21.44-
00001 G & K SERVICES	1035363348	00132512	12004442	MOP/MAT 3/19 CEM/FORESTRY	04/30/13	230188	21.44-
00001 G & K SERVICES	1035365471	00132512	12004443	MOP/MAT 3/26 CEM/FORESTRY	04/30/13	230188	21.44-
00001 G & K SERVICES	1035361284	00132663	12004550	UNIFORMS 3/12 STREET	04/30/13	230188	132.54-
00001 G & K SERVICES	1035363369	00132663	12004551	UNIFORMS 3/19 STREET	04/30/13	230188	132.54-
00001 G & K SERVICES	1035365492	00132663	12004552	UNIFORMS 3/26 STREET	04/30/13	230188	134.18-
00001 G & K SERVICES	1035367578	00132663	12004553	UNIFORMS 4/02 STREET	04/30/13	230188	188.70-
00001 G & K SERVICES	1035361281	00132663	12004554	UNIFORMS 3/12 STREET	04/30/13	230188	38.18-
00001 G & K SERVICES	1035363366	00132663	12004555	UNIFORMS 3/19 STREET	04/30/13	230188	38.18-
00001 G & K SERVICES	1035365489	00132663	12004556	UNIFORMS 3/26 STREET	04/30/13	230188	38.18-
00001 G & K SERVICES	1035367575	00132663	12004557	UNIFORMS 4/26 STREET	04/30/13	230188	38.18-
00001 G & K SERVICES	1035361285	00132663	12004558	UNIFORMS 3/12 SHOP	04/30/13	230188	44.00-
00001 G & K SERVICES	1035363370	00132663	12004559	UNIFORMS 3/19 SHOP	04/30/13	230188	44.00-
00001 G & K SERVICES	1035365493	00132663	12004560	UNIFORMS 3/26 SHOP	04/30/13	230188	44.00-
00001 G & K SERVICES	1035367579	00132663	12004561	UNIFORMS 4/02 SHOP	04/30/13	230188	44.00-
00001 G & K SERVICES	1035361280	00132663	12004562	UNIFORMS 3/12 GO&FS	04/30/13	230188	8.00-
00001 G & K SERVICES	1035363365	00132663	12004563	UNIFORMS 3/19 GO&FS	04/30/13	230188	8.00-
00001 G & K SERVICES	1035365488	00132663	12004564	UNIFORMS 3/26 GO&FS	04/30/13	230188	8.00-
00001 G & K SERVICES	1035367574	00132663	12004565	UNIFORMS 4/02 GO&FS	04/30/13	230188	8.00-
00001 G & K SERVICES	1035361287	00132663	12004566	MOP/MAT 3/12 GO&FS	04/30/13	230188	24.95-
00001 G & K SERVICES	1035363372	00132663	12004567	MOP/MAT 3/19 GO&FS	04/30/13	230188	24.95-
00001 G & K SERVICES	1035365495	00132663	12004568	MOP/MAT 3/26 GO&FS	04/30/13	230188	24.95-
00001 G & K SERVICES	1035367581	00132663	12004569	MOP/MAT 4/02 GO&FS	04/30/13	230188	24.95-
00001 G & K SERVICES	1035361279	00132663	12004570	UNIFORMS 3/12 DRNGE	04/30/13	230188	28.02-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 G & K SERVICES	1035363364	00132663	12004571	UNIFORMS 3/19 DRNGE	04/30/13	230188	28.02-
00001 G & K SERVICES	1035365487	00132663	12004572	UNIFORMS 3/26 DRNGE	04/30/13	230188	28.02-
00001 G & K SERVICES	1035367573	00132663	12004573	UNIFORMS 4/02 DRNGE	04/30/13	230188	29.84-
00001 G & K SERVICES	1035361283	00132663	12004574	UNIFORMS 3/12 SANIT	04/30/13	230188	135.27-
00001 G & K SERVICES	1035363368	00132663	12004575	UNIFORMS 3/19 SANIT	04/30/13	230188	135.27-
00001 G & K SERVICES	1035367577	00132663	12004576	UNIFORMS 4/02 SANIT	04/30/13	230188	135.27-
00001 G & K SERVICES	1035365491	00132663	12004577	UNIFORMS 3/26 SANIT	04/30/13	230188	147.87-
00001 G & K SERVICES	1035364586	00132663	12004578	MOP/MAT 3/12 SANIT	04/30/13	230188	16.50-
00001 G & K SERVICES	1035363371	00132663	12004579	MOP/MAT 3/19 SANIT	04/30/13	230188	16.50-
00001 G & K SERVICES	1035365494	00132663	12004580	MOP/MAT 3/26 SANIT	04/30/13	230188	16.50-
00001 G & K SERVICES	1035367580	00132663	12004581	MOP/MAT 4/02 SANIT	04/30/13	230188	16.40-
00001 G & K SERVICES	1035361282	00132663	12004582	UNIFORMS 3/12 HEALTH	04/30/13	230188	20.00-
00001 G & K SERVICES	1035363367	00132663	12004583	UNIFORMS 3/19 HEALTH	04/30/13	230188	20.00-
00001 G & K SERVICES	1035365490	00132663	12004584	UNIFORMS 3/26 HEALTH	04/30/13	230188	20.00-
00001 G & K SERVICES	1035367576	00132663	12004585	UNIFORMS 4/02 HEALTH	04/30/13	230188	20.00-
G & K SERVICES Sum							2,464.86-
00001 GALL'S INC	000529108	00132346	12004465	HANDGUN CLEARING SYS-ACADEMY	04/30/13	230189	375.00-
GALL'S INC Sum							375.00-
00001 H'BURG AMERICAN ACCT #1	H12998 40898	00132867	12004713	PROOFS PUBLICATION	04/30/13	230200	332.38-
H'BURG AMERICAN ACCT #1 Sum							332.38-
00001 H'BURG AMERICAN (SUBSCRI	HA0035486 3/	00132585	12004477	SUBSCRIPT 4/13 CITY CLERK	04/30/13	230201	20.00-
H'BURG AMERICAN (SUBSCRI Sum							20.00-
00001 H'BURG HYDRAULICS INC	51184	00132295	12004632	REPR PTS U#16010 CEMETERY	04/30/13	230203	115.05-
00001 H'BURG HYDRAULICS INC	51185	00132303	12004731	REPR PTS U#11911 STREET	04/30/13	230203	53.61-
00001 H'BURG HYDRAULICS INC	51288	00132796	12004734	REPR PTS U#17721 SANIT	04/30/13	230203	134.12-
00001 H'BURG HYDRAULICS INC	51291	00132847	12004735	REPR PTS U#43 CEMETERY	04/30/13	230203	85.88-
H'BURG HYDRAULICS INC Sum							388.66-
00001 H'BURG PAINT AND DECORAT	W0114876	00132490	12004629	BLDG MATLS SANIT OFFC RENOVA	04/30/13	230204	109.96-
H'BURG PAINT AND DECORAT Sum							109.96-
00001 HEALTHWORKS LLC	2025000123	00132615	12004508	PRE-EMP PHYSICAL-GIBBS	04/30/13	230208	541.00-
HEALTHWORKS LLC Sum							541.00-
00001 HOL-MAC CORPORATION	322590	00132647	12004692	REPR PTS U#16082 SANIT	04/30/13	230210	573.37-
00001 HOL-MAC CORPORATION	322590 FRT	00132852	12004693	ADDL AMT DUE PO#16082	04/30/13	230210	51.71-
HOL-MAC CORPORATION Sum							625.08-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 HOME DEPOT	3371658	00132154	12004605	DROP BOX SAFES FOR THE JAIL	04/30/13	230211	199.98-
HOME DEPOT Sum							199.98-
00001 HUDSON'S TREASURE HUNT (	LADONNA KNIG	02013409	12004669	MERCHANT FEE & FINE	04/30/13	230216	17.15-
HUDSON'S TREASURE HUNT (Sum							17.15-
00001 I P C POLICE SUPPLY DEPO	30771	00132290	12004415	FINGERPRINT SUPP POLICE DEPT	04/30/13	230220	1,132.24-
I P C POLICE SUPPLY DEPO Sum							1,132.24-
00001 ICE PLANT INC	06-300381	00132611	12004517	BAGS ICE PUBLIC WORKS	04/30/13	230221	44.10-
ICE PLANT INC Sum							44.10-
00001 INDOFF INC	2262864	00132369	12004462	JANIT SUPP P/F ACADEMY	04/30/13	230222	151.23-
00001 INDOFF INC	2262948	00132369	12004463	JANIT SUPP P/F ACADEMY	04/30/13	230222	45.69-
00001 INDOFF INC	2262902	00132370	12004464	MEDICAL SUPP P/F ACADEMY	04/30/13	230222	52.79-
00001 INDOFF INC	2266768	00132610	12004608	OFFICE SUPP P/F ACADEMY	04/30/13	230222	360.85-
00001 INDOFF INC	2266794	00132610	12004609	OFFICE SUPP P/F ACADEMY	04/30/13	230222	29.99-
00001 INDOFF INC	2264441	00132499	12004610	JANIT SUPP P/F ACADEMY	04/30/13	230222	128.20-
INDOFF INC Sum							768.75-
00001 INNOVATIVE SERVICE SOLUT	20130045	00132868	12004729	AED MAINT 6 MOS FIRE DEPT	04/30/13	230223	750.00-
INNOVATIVE SERVICE SOLUT Sum							750.00-
00001 IRBY, STUART C CO	REG-LEE 5/1/	00132524	12004425	REG-LEE-ELEC SAFE WORK	04/30/13	230225	125.00-
00001 IRBY, STUART C CO	REG-MANAWAY	00132524	12004426	REG-MANAWAY-ELEC SAFE WORK	04/30/13	230225	125.00-
00001 IRBY, STUART C CO	2009 EDITION	00132524	12004427	2009 ELEC SAFETY BOOKS	04/30/13	230225	150.00-
IRBY, STUART C CO Sum							400.00-
00001 JET CONSTRUCTION	1602	00132475	12004730	TOPSOIL STREET DEPT	04/30/13	230231	2,400.00-
JET CONSTRUCTION Sum							2,400.00-
00001 JOHN'S IRON WORKS	PO#132746 4/	00132746	12004657	LIGHT POLE BRACKETS AIRPORT	04/30/13	230232	865.00-
JOHN'S IRON WORKS Sum							865.00-
00001 KENTWOOD SPRINGWATER	802737	00132584	12004479	DRINKING WATER POLICE DEPT	04/30/13	230239	196.60-
KENTWOOD SPRINGWATER Sum							196.60-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 KONE INC (MONTGOMERY KON	221158567	00132800	12004636	MAINT 4/13-6/13 CITY HALL	04/30/13	230245	1,068.36-
KONE INC (MONTGOMERY KON Sum							1,068.36-
00001 KRONOS INCORPORATED	10753671-1	00132169	12004523	PART PYMT TIME/ATTEND SOFTWARE	04/30/13	230246	158,820.30-
00001 KRONOS INCORPORATED	10753671-2	00132169	12004524	PART PYMT TIME/ATTEND SOFTWARE	04/30/13	230246	28,027.11-
KRONOS INCORPORATED Sum							186,847.41-
00001 L & A CONTRACTING CO	479-001	00132803	12004653	TORNADO DEBRIS PUSH BACK	04/30/13	230247	17,376.00-
L & A CONTRACTING CO Sum							17,376.00-
00001 LAWRENCE PRINTING CO INC	60441	00132373	12004589	MANUAL CHECK FORM PRINTING	04/30/13	230252	253.43-
LAWRENCE PRINTING CO INC Sum							253.43-
00001 LIBERTY FLAG & SPECIALTY	02130168	00131240	12004412	AMERICAN/STATE FLAGS C HALL	04/30/13	230254	178.95-
LIBERTY FLAG & SPECIALTY Sum							178.95-
00001 MAULDIN COMPANY	109308	00132644	12004624	REPR PTS U#12065 STREET	04/30/13	230268	22.63-
MAULDIN COMPANY Sum							22.63-
00001 MCCAIN UNIFORMS	253290-1	00131901	12004482	UNIFORM BOOTS FIRE DEPT	04/30/13	230270	94.40-
00001 MCCAIN UNIFORMS	253117-1	00131981	12004504	UNIFORM TROUSERS LATERALS	04/30/13	230270	2,275.00-
MCCAIN UNIFORMS Sum							2,369.40-
00001 MCMULLAN EQUIPMENT CO	147292P	00132594	12004478	REPR PTS POLICE STOCK	04/30/13	230274	343.31-
MCMULLAN EQUIPMENT CO Sum							343.31-
00001 MID SOUTH UNIFORM & SUPP	496548	00131508	12004455	UNIFORMS-LATERALS	04/30/13	230278	1,883.35-
00001 MID SOUTH UNIFORM & SUPP	496897	00131980	12004505	UNIFORM SHIRTS STOCK	04/30/13	230278	957.00-
00001 MID SOUTH UNIFORM & SUPP	496899	00132371	12004506	UNIFORM SHIRTS STOCK	04/30/13	230278	435.00-
00001 MID SOUTH UNIFORM & SUPP	497079	00131934	12004604	BLACK T SHIRTS POLICE STOCK	04/30/13	230278	75.00-
00001 MID SOUTH UNIFORM & SUPP	496782	00131989	12004645	UNIFORM EMBLEMS POLICE DEPT	04/30/13	230278	1,412.00-
00001 MID SOUTH UNIFORM & SUPP	497325	00132572	12004749	UNIFORM SHIRTS FONTAINE/STOCK	04/30/13	230278	590.00-
00001 MID SOUTH UNIFORM & SUPP	497317	00132831	12004750	NAME TAGS PITTS/VAUGHN	04/30/13	230278	56.14-
MID SOUTH UNIFORM & SUPP Sum							5,408.49-
00001 MIKE'S TIRE & WHEEL CO	2166810	00132680	12004684	TIRES U#15914 LAND CODE	04/30/13	230279	636.44-
MIKE'S TIRE & WHEEL CO Sum							636.44-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 MOMAR INC	H25837	00132597	12004606	CAR CLEAN SUPP POLICE DEPT	04/30/13	230286	200.95-
MOMAR INC Sum							200.95-
00001 MORPHOTRUST USA	72544 & 7254	00127480	12004461	LIVE SCAN BOOKING SYSTEM	04/30/13	230290	50,219.00-
MORPHOTRUST USA Sum							50,219.00-
00001 MS BUILDING OFFICIALS AS	MBRSHP DUES-	00132581	12004483	MBRSHP DUES RODGERS 4/13-4/14	04/30/13	230292	40.00-
MS BUILDING OFFICIALS AS Sum							40.00-
00001 MS EMBROIDERY COMPANY	8359	00130434	12004674	M/C SHIRTS-BROWN-POLICE	04/30/13	230293	157.00-
00001 MS EMBROIDERY COMPANY	8458	00131275	12004675	UNIFORM SHIRTS-LATERALS	04/30/13	230293	830.00-
00001 MS EMBROIDERY COMPANY	8533	00131859	12004676	STORM DUTY SHIRTS POLICE DEPT	04/30/13	230293	8,368.00-
MS EMBROIDERY COMPANY Sum							9,355.00-
00001 MS FIRE & SAFETY OF HBUR	34555	00132724	12004613	EXTINGUISHER MAINT ACADEMY	04/30/13	230294	162.00-
00001 MS FIRE & SAFETY OF HBUR	34554	00132762	12004696	EXTINGUISHER MAINT AIRPORT	04/30/13	230294	282.00-
00001 MS FIRE & SAFETY OF HBUR	34564	00132840	12004737	EXTINGUSHER MNT CEM/FORESTRY	04/30/13	230294	83.00-
MS FIRE & SAFETY OF HBUR Sum							527.00-
00001 MS GRASS NURSERY	24085	00131403	12004697	GRASS SOD-GRAVES	04/30/13	230295	90.00-
00001 MS GRASS NURSERY	24094	00131403	12004698	GRASS SOD-GRAVES	04/30/13	230295	90.00-
00001 MS GRASS NURSERY	24108	00131403	12004699	GRASS SOD-GRAVES	04/30/13	230295	90.00-
00001 MS GRASS NURSERY	24113	00131403	12004700	GRASS SOD-GRAVES	04/30/13	230295	90.00-
00001 MS GRASS NURSERY	24270	00131403	12004701	GRASS SOD-GRAVES	04/30/13	230295	90.00-
MS GRASS NURSERY Sum							450.00-
00001 MS MUNICIPAL CLERKS & CO	2013 DUES	00132768	12004643	2013 MBRSHP DUES HATTIESBURG	04/30/13	230296	80.00-
MS MUNICIPAL CLERKS & CO Sum							80.00-
00001 MS MUNICIPAL WORKERS' CO	4987	00132870	12004712	AUDITED PREMIUM 10/11-9/12	04/30/13	230297	24,387.00-
MS MUNICIPAL WORKERS' CO Sum							24,387.00-
00001 MS POWER COMPANY	4/13 GENERAL	00201314	12004738	MNTHLY ELEC-GENERAL	04/30/13	230298	100,035.50-
MS POWER COMPANY Sum							100,035.50-
00001 MS STATE DEVELOPMENT AUT	GRANT#-103-2	02013400	12004500	HCL LEVERAGE LENDER, LLC	04/17/13	17598	10,117.67-
MS STATE DEVELOPMENT AUT Sum							10,117.67-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 MS STATE/ENVIRO QUAL-LEA	8863 QUINN	00132525	12004421	MBRSHP FEE QUINN	04/30/13	230300	200.00-
00001 MS STATE/ENVIRO QUAL-LEA	8242 MIKELL	00132525	12004422	MBRSHP FEE MIKELL	04/30/13	230300	200.00-
MS STATE/ENVIRO QUAL-LEA Sum							400.00-
00001 N & H ELECTRONIC DISTRIB	114743	00132402	12004622	SIGNAL EQUIP SUPP TRAFFIC	04/30/13	230303	57.94-
N & H ELECTRONIC DISTRIB Sum							57.94-
00001 NAFECO-NORTH ALABAMA FIR	688777	00131951	12004611	SHORING EQUIP ADAPTORS ACDMY	04/30/13	230304	2,496.00-
NAFECO-NORTH ALABAMA FIR Sum							2,496.00-
00001 NAPA AUTO PARTS	488928	00132899	12004752	MAINT SUPP U#11353 FIRE DEPT	04/30/13	230305	113.98-
NAPA AUTO PARTS Sum							113.98-
00001 NATL ANIMAL CONTROL ASSN	45972	00132798	12004656	ORGANIZATIONAL MBRSHP RNWL	04/30/13	230306	125.00-
NATL ANIMAL CONTROL ASSN Sum							125.00-
00001 NATL ASSN OF CHIEFS OF P	503095	00132612	12004514	DUES RNWL CHIEF BOLTON 3 YRS	04/30/13	230307	150.00-
NATL ASSN OF CHIEFS OF P Sum							150.00-
00001 NETMOTION WIRELESS INC	I0017099	00132693	12004594	SOFTWARE MAINT INFO TECH 3 YR	04/30/13	230308	6,125.00-
NETMOTION WIRELESS INC Sum							6,125.00-
00001 NEWELL PAPER COMPANY	560013	00132251	12004600	JANIT SUPP POLICE DEPT	04/30/13	230311	1,576.73-
NEWELL PAPER COMPANY Sum							1,576.73-
00001 O'REILLY AUTO PARTS	0943-380175	00132602	12004535	MOWER BATTERY P/F ACADEMY	04/30/13	230316	42.99-
00001 O'REILLY AUTO PARTS	0943-370186	00131047	12004720	BATTERY POLICE STOCK	04/30/13	230316	151.99-
00001 O'REILLY AUTO PARTS	1297-154814	00123547	12004754	BAL STMT	04/30/13	230316	9.98-
00001 O'REILLY AUTO PARTS	0943-268030	00123547	12004755	BAL STMT	04/30/13	230316	3.00-
00001 O'REILLY AUTO PARTS	0943-272042	00123547	12004756	BAL STMT CREDIT	04/30/13	230316	555.97
00001 O'REILLY AUTO PARTS	1297-225857	00123547	12004757	BAL STMT	04/30/13	230316	5.99-
O'REILLY AUTO PARTS Sum							342.02
00001 OFFICE DEPOT INC	1567139942	00132278	12004445	CARD STOCK CITY CLERK	04/30/13	230319	200.46-
00001 OFFICE DEPOT INC	648951630001	00131169	12004446	OFFICE SUPP MPO TRAIN DEPOT	04/30/13	230319	107.96-
00001 OFFICE DEPOT INC	648951629001	00131169	12004447	OFFICE SUPP MPO TRAIN DEPOT	04/30/13	230319	70.77-
00001 OFFICE DEPOT INC	648951631001	00131169	12004448	OFFICE SUPP MPO TRAIN DEPOT	04/30/13	230319	30.68-
00001 OFFICE DEPOT INC	648951632001	00131169	12004449	OFFICE SUPP MPO TRAIN DEPOT	04/30/13	230319	14.95-
00001 OFFICE DEPOT INC	650791921001	00131933	12004450	OFFICE SUPP MPO TRAIN DEPOT	04/30/13	230319	23.67-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 OFFICE DEPOT INC	650791922001	00131933	12004451	OFFICE SUPP MPO TRAIN DEPOT	04/30/13	230319	52.99-
00001 OFFICE DEPOT INC	651893754001	00132187	12004452	COMPUTER SUPP MPO TRAIN DEPOT	04/30/13	230319	190.92-
00001 OFFICE DEPOT INC	652126393001	00131169	12004475	CREDIT RETURN	04/30/13	230319	14.95
00001 OFFICE DEPOT INC	652637535001	00132293	12004598	PRINTER TONER FC JAIL SYSTEM	04/30/13	230319	296.00-
00001 OFFICE DEPOT INC	653643270001	00132575	12004599	COMPUER SUPP POLICE DEPT	04/30/13	230319	129.50-
OFFICE DEPOT INC Sum							1,102.95-
00001 ONE STOP TIRE SHOP (REFU	PRIVILEGE TA	02013410	12004705	PRIVILEGE TAX REFUND	04/30/13	230320	23.00-
ONE STOP TIRE SHOP (REFU Sum							23.00-
00001 PEARL RIVER VALLEY EPA (	4/13 GENERAL	00201314	12004671	MNTHLY 4/13 PUBLIC SERVICES	04/30/13	230327	1,301.28-
PEARL RIVER VALLEY EPA (Sum							1,301.28-
00001 PHILLIPS CAR CARE CENTER	25802	00132552	12004522	A/C REPR U#13562 CEMETERY	04/30/13	230333	190.50-
PHILLIPS CAR CARE CENTER Sum							190.50-
00001 PINE BELT OIL COMPANY IN	POLICE 3/1-3	00132208	12004413	MINIT MART CHGS 3/13 POLICE	04/30/13	230336	5,605.72-
00001 PINE BELT OIL COMPANY IN	FIRE 3/1-31/	00132208	12004414	MINIT MART CHGS FIRE DEPT	04/30/13	230336	1,991.62-
00001 PINE BELT OIL COMPANY IN	1008447	00132406	12004527	WEEKLY GAS,DIESEL PUB WORKS	04/30/13	230336	24,324.13-
00001 PINE BELT OIL COMPANY IN	673686	00132590	12004532	MOTOR OIL POLICE STOCK	04/30/13	230336	461.96-
00001 PINE BELT OIL COMPANY IN	673963	00132650	12004546	HYD FLUID AIRPORT MAINT	04/30/13	230336	555.44-
00001 PINE BELT OIL COMPANY IN	1010646	00132579	12004709	WEEKLY GAS/DIESEL PUB WORKS	04/30/13	230336	24,107.98-
00001 PINE BELT OIL COMPANY IN	1007622	00132748	12004710	WEEKLY GAS PUBLIC WORKS	04/30/13	230336	16,730.95-
00001 PINE BELT OIL COMPANY IN	1010634	00132748	12004711	WEEKLY DIESEL PUBLIC WORKS	04/30/13	230336	13,582.77-
PINE BELT OIL COMPANY IN Sum							87,360.57-
00001 PRO TRAVEL INC	14941 ELLARD	00132795	12004637	ELLARD 5/27-30 TRANSIT PLANN	04/30/13	230345	356.80-
00001 PRO TRAVEL INC	14941 BROWN	00132795	12004638	BROWN 5/27-30 TRANSIT PLANN	04/30/13	230345	356.80-
00001 PRO TRAVEL INC	14941 MCLAUG	00132795	12004639	MCLAUGHLIN 5/27-30 TRANS PLAN	04/30/13	230345	356.80-
PRO TRAVEL INC Sum							1,070.40-
00001 PRYOR, FRED SEMINARS	14477718 SHO	00132514	12004485	REG-SHOEMAKE EXCEL CLASS 5/7	04/30/13	230346	79.00-
00001 PRYOR, FRED SEMINARS	14477719 FOR	00132514	12004486	REG-FORD-EXCEL CLASS 5/7	04/30/13	230346	79.00-
00001 PRYOR, FRED SEMINARS	14477720 PAR	00132514	12004487	REG-PARKS-EXCEL CLASS 5/7	04/30/13	230346	79.00-
00001 PRYOR, FRED SEMINARS	14477721 SHO	00132514	12004488	REG-SHOEMAKE-EXCEL CLASS 5/8	04/30/13	230346	49.00-
00001 PRYOR, FRED SEMINARS	14477722 FOR	00132514	12004489	REG-FORD-EXCEL CLASS 5/8	04/30/13	230346	49.00-
00001 PRYOR, FRED SEMINARS	14477723 PAR	00132514	12004490	REG-PARKS-EXCEL CLASS 5/8	04/30/13	230346	49.00-
00001 PRYOR, FRED SEMINARS	1021809 SHOE	00132514	12004491	REG-SHOEMAKE-1 YEAR SEMINARS	04/30/13	230346	199.00-
00001 PRYOR, FRED SEMINARS	1021810 FORD	00132514	12004492	REG-FORD-1 YEAR SEMINARS	04/30/13	230346	199.00-
PRYOR, FRED SEMINARS Sum							782.00-
00001 PUCKETT RENTS	386554-0001	00132131	12004495	HAND TOOL STREET DEPT	04/30/13	230348	85.80-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PUCKETT RENTS							
Sum							85.80-
00001 PURPLE PARROT CAFE (REFU	DEPOT RENT R	02013417	12004743	DEPOT RENT REFUND 4/30/13	04/30/13	230350	300.00-
PURPLE PARROT CAFE (REFU							
Sum							300.00-
00001 QUALITY ELECTRIC COMPANY	3650	00132310	12004542	ELEC SUPP SHOP	04/30/13	230352	292.86-
QUALITY ELECTRIC COMPANY							
Sum							292.86-
00001 QUILL CORPORATION	06891075	00132577	12004590	OFFICE SUPP-BRANTLEY-U DEV	04/30/13	230353	186.23-
QUILL CORPORATION							
Sum							186.23-
00001 RAYNER, JONATHAN (REFUND	MUNICIPAL CO	02013411	12004707	MUNICIPAL COURT REFUND	04/30/13	230357	453.50-
RAYNER, JONATHAN (REFUND							
Sum							453.50-
00001 RICOH CORP	1039173092	00132288	12004586	PRINTER/SUPP HPD FRONT DESK	04/30/13	230362	2,155.76-
00001 RICOH CORP	1039246857	00132288	12004587	PRINTER SUPP HPD FRONT DESK	04/30/13	230362	549.72-
RICOH CORP							
Sum							2,705.48-
00001 ROBERTS, DEMETRIA (REFUN	DAMAGE DEP R	02013415	12004740	DAMAGE DEPOSIT REFUND	04/30/13	230363	500.00-
ROBERTS, DEMETRIA (REFUN							
Sum							500.00-
00001 ROCK-N-RESCUE	150641	00131876	12004417	WATER RESCUE EQUIP P/F ACDMY	04/30/13	230366	2,707.05-
ROCK-N-RESCUE							
Sum							2,707.05-
00001 RODGERS, WILLIAM F JR	TRAVEL REIMB	00132734	12004620	EXPNS CODE CNCL MEET BILOXI	04/30/13	230367	97.44-
RODGERS, WILLIAM F JR							
Sum							97.44-
00001 SACKS OUTDOOR SUPPLY	16561	00132546	12004533	CLOTH ALLOW-HARTLEY-POLICE	04/30/13	230369	79.94-
00001 SACKS OUTDOOR SUPPLY	16569	00129616	12004677	MTRCYCLE PANTS VARI POLICE	04/30/13	230369	2,800.00-
00001 SACKS OUTDOOR SUPPLY	16690	00132549	12004681	T SHIRTS CHIEF OFFICERS	04/30/13	230369	369.90-
00001 SACKS OUTDOOR SUPPLY	16560	00132664	12004751	UNIFORMS/BOOTS P/F ACADEMY	04/30/13	230369	724.78-
SACKS OUTDOOR SUPPLY							
Sum							3,974.62-
00001 SCHAUS LLC	42213	00132802	12004641	CONSULTANT SERVS TORNADO	04/30/13	230371	3,842.21-
SCHAUS LLC							
Sum							3,842.21-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 SCHWANDT, MARILYN T	TRAVEL REIMB	00132729	12004596	EXPNS ADV CLAIMS MGT BRANDON	04/30/13	230373	96.05-
SCHWANDT, MARILYN T Sum							96.05-
00001 SCOTT, CLYDE C INSURANCE	6162	00132885	12004724	MTRCYCLE INSURANCE 5/13-5/14	04/30/13	230374	13,839.00-
SCOTT, CLYDE C INSURANCE Sum							13,839.00-
00001 SHERWIN WILLIAMS (REFUND	PRIVILEGE TA	02013410	12004704	PRIVILEGE TAX REFUND	04/30/13	230375	17.50-
SHERWIN WILLIAMS (REFUND Sum							17.50-
00001 SHERWIN-WILLIAMS COMPANY	2798-4	00132314	12004689	PAINT SUPP SHOP OFFICE RENOVA	04/30/13	230376	103.78-
00001 SHERWIN-WILLIAMS COMPANY	9524-9	00132504	12004691	PAINT SUPP CONSTR DEPT	04/30/13	230376	145.51-
00001 SHERWIN-WILLIAMS COMPANY	2787-7	00132504	12004702	CREDIT RETURN	04/30/13	230376	145.51
00001 SHERWIN-WILLIAMS COMPANY	2789-3	00132504	12004703	PAINT SUPP CONSTR DEPT	04/30/13	230376	145.51-
00001 SHERWIN-WILLIAMS COMPANY	2836-2	00132556	12004733	PAINT SUPP CONSTR/TRAFFIC	04/30/13	230376	35.67-
SHERWIN-WILLIAMS COMPANY Sum							284.96-
00001 SHOWS DEARMAN & WAITS IN	17426	00132790	12004651	MONITOR DEBRIS 3/13 TORNADO	04/30/13	230380	58,597.50-
SHOWS DEARMAN & WAITS IN Sum							58,597.50-
00001 SHRED IT	9401804400	00132761	12004642	CONFIDENTIAL PAPER SHRED	04/30/13	230381	1,464.48-
SHRED IT Sum							1,464.48-
00001 SOLAR SUPPLY INC	3440902	00132300	12004469	ELEC SUPP PUB WORKS SHOP BLDG	04/30/13	230387	572.19-
00001 SOLAR SUPPLY INC	3440900	00132331	12004470	THERMOSTATS-SANIT BLDG	04/30/13	230387	180.86-
00001 SOLAR SUPPLY INC	3441018	00132474	12004615	FURNACE FILTERS FIRE ADM	04/30/13	230387	92.92-
00001 SOLAR SUPPLY INC	3441234	00132493	12004625	MAINT SUPP P/W STORAGE BLDG	04/30/13	230387	1,938.82-
00001 SOLAR SUPPLY INC	3441064	00132476	12004626	HVAC SUPP CONSTR DEPT	04/30/13	230387	336.84-
00001 SOLAR SUPPLY INC	3441552	00132719	12004753	HVAC SUPP SANIT DIVISION	04/30/13	230387	286.86-
SOLAR SUPPLY INC Sum							3,408.49-
00001 SOUTHEASTERN CONCRETE CO	9542	00132428	12004493	CONCRETE MCINNIS/JOHNSON STS	04/30/13	230389	314.00-
SOUTHEASTERN CONCRETE CO Sum							314.00-
00001 SOUTHERN BEVERAGE (BAD C	DANIEL WALLE	02013409	12004670	MERCHANT FEE & FINE	04/30/13	230390	50.00-
SOUTHERN BEVERAGE (BAD C Sum							50.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 3/19	02013396	12004498	POLICE FINES COLL.FEE	04/30/13	230391	433.26-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 3/198	02013397	12004499	POLICE FINES COLL.FEE	04/30/13	230391	26.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SOUTHERN FINANCIAL SYSTE							
Sum							459.76-
00001 SOUTHERN MS PINE STRAW	7165	00132638	12004536	PINE STRAW #8 FIRE STA	04/30/13	230393	150.00-
SOUTHERN MS PINE STRAW							
Sum							150.00-
00001 SOUTHERN PINE ELECTRIC P	4/13 GENERAL	00201314	12004635	MNTHLY 4/13 PUBLIC SERVICES	04/30/13	230394	62.28-
SOUTHERN PINE ELECTRIC P							
Sum							62.28-
00001 SOUTHERN PINES ANIMAL SH	5/13	00132558	12004474	HANDLING,HOUSING 5/13	04/30/13	230395	9,374.00-
SOUTHERN PINES ANIMAL SH							
Sum							9,374.00-
00001 SOUTHERN SYSTEMS & SERVI	34789	00132397	12004528	DOCUMENT PAPER COUNCIL OFFICE	04/30/13	230397	214.72-
SOUTHERN SYSTEMS & SERVI							
Sum							214.72-
00001 SOUTHERN TIRE MART LLC	11073188	00132649	12004616	TIRE SERVICE U#14517 FIRE	04/30/13	230398	90.00-
00001 SOUTHERN TIRE MART LLC	11072589	00132296	12004630	RECAP TIRES SANIT STOCK	04/30/13	230398	675.00-
00001 SOUTHERN TIRE MART LLC	11073057	00132627	12004694	TIRES SANIT STOCK	04/30/13	230398	6,937.12-
SOUTHERN TIRE MART LLC							
Sum							7,702.12-
00001 SOUTHGROUP (GALEY)	HATTIES-02 1	00132559	12004460	POLYGRAPH BOND RNWL-SHAPPLEY	04/30/13	230400	100.00-
SOUTHGROUP (GALEY)							
Sum							100.00-
00001 STANDARD OFFICE SUPPLY C	0033798-001	00132339	12004444	OFFICE SUPP COUNCIL	04/30/13	230403	151.11-
00001 STANDARD OFFICE SUPPLY C	0033859-001	00132431	12004454	FOLDERS-ANNUAL REPORTS-ADM	04/30/13	230403	42.11-
00001 STANDARD OFFICE SUPPLY C	0033958-001	00132534	12004529	PAYROLL CHECK ENVELOPES H RES	04/30/13	230403	779.85-
00001 STANDARD OFFICE SUPPLY C	0033993-001	00132465	12004597	NOTARY STAMP MOORE POLICE	04/30/13	230403	33.50-
00001 STANDARD OFFICE SUPPLY C	0033835-001	00132411	12004714	OFFICE SUPP MUN COURT	04/30/13	230403	574.83-
00001 STANDARD OFFICE SUPPLY C	0033758-001	00132302	12004715	OFFICE SUPP MUN COURT	04/30/13	230403	738.90-
00001 STANDARD OFFICE SUPPLY C	0034010-001	00132562	12004716	OFFICE SUPP LIFE OF S MS	04/30/13	230403	296.50-
00001 STANDARD OFFICE SUPPLY C	0034291-001	00132864	12004746	NAME BADGES POLL WORKERS 2013	04/30/13	230403	39.98-
STANDARD OFFICE SUPPLY C							
Sum							2,656.78-
00001 STEWART'S CAMERA CENTER	7189	00132519	12004456	PHOTOGRAPHS-CALEA CONF	04/30/13	230404	37.80-
STEWART'S CAMERA CENTER							
Sum							37.80-
00001 STRIBLING EQUIPMENT CO L	CS006067742:	00132309	12004468	REPR PTS U#17898 STREET	04/30/13	230405	40.20-
STRIBLING EQUIPMENT CO L							
Sum							40.20-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 TEMPLE INC	INV0120572	00132396	12004484	TRAFFIC SIGNAL H98/HEGWOOD	04/30/13	230412	2,310.00-
TEMPLE INC Sum							2,310.00-
00001 THE TWO HEADED WOMAN	SPONSORSHIP	00132613	12004588	RECYCLING SPONSORSHIP M/ADM	04/30/13	230416	200.00-
THE TWO HEADED WOMAN Sum							200.00-
00001 THOMPSON ENGINEERING	13032717	00132765	12004640	SERVS TWIN FORKS RISING PH II	04/30/13	230420	18,652.09-
THOMPSON ENGINEERING Sum							18,652.09-
00001 TRI-TECH INC	90820	00132292	12004457	EVIDENCE COLLECTION BOXES	04/30/13	230422	351.26-
TRI-TECH INC Sum							351.26-
00001 TRUCKPRO INC	039-0521185	00131465	12004471	REPR PTS SANIT STOCK	04/30/13	230425	857.51-
00001 TRUCKPRO INC	039-0521540	00131788	12004472	REPR PTS U#17729 SANIT	04/30/13	230425	450.87-
00001 TRUCKPRO INC	039-052214	00130859	12004631	REPR PTS U#17720 SANIT	04/30/13	230425	450.87-
TRUCKPRO INC Sum							1,759.25-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00132888	12004745	EXPNS WASHINGTON/S CAROLINA	04/30/13	230427	530.75-
TRUSTMARK BUSINESS CARD Sum							530.75-
00001 TYLER TECHNOLGIES INC	025-61998	00132695	12004531	ENERGOV SOFTWARE MAINT	04/30/13	230430	9,588.00-
TYLER TECHNOLGIES INC Sum							9,588.00-
00001 U S POSTMASTER-POSTAGE (	4/26/13	00132913	12004759	PERMIT #213	04/26/13	17659	8,345.00-
U S POSTMASTER-POSTAGE (Sum							8,345.00-
00001 UNITED PARCEL SERVICE IN	00008E1Y1514	00132560	12004459	SHIP CHGS 3/28,3/29 POLICE	04/30/13	230433	25.80-
00001 UNITED PARCEL SERVICE IN	00008E1Y1516	00132884	12004723	LATE PYMT FEE 3/23 POLICE	04/30/13	230433	2.74-
UNITED PARCEL SERVICE IN Sum							28.54-
00001 USM-UNIVERSITY LIBRARIES	DAMAGE DEP R	02013415	12004741	DAMAGE DEPOSIT REFUND	04/30/13	230435	300.00-
00001 USM-UNIVERSITY LIBRARIES	DAMAGE DEP R	02013415	12004742	DAMAGE DEPOSIT REFUND	04/30/13	230435	200.00-
USM-UNIVERSITY LIBRARIES Sum							500.00-
00001 WAL-MART STORES INC	009852	00132006	12004591	REFRSHMNTS HARDY ST CHARETTE	04/30/13	230443	80.08-
00001 WAL-MART STORES INC	005444	00132543	12004614	VACUUM CLEANER #1 FIRE STA	04/30/13	230443	119.96-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WAL-MART STORES INC							
Sum							200.04-
00001 WALTERS CONSTRUCTION CO	APPL#3 FINAL	00132860	12004732	CONSTR 11/12-3/13 VFW SITE	04/30/13	230447	18,900.71-
WALTERS CONSTRUCTION CO							
Sum							18,900.71-
00001 WANSLEY'S MACHINE & DRIV	32298	00132665	12004695	CLUTCH REPR U#15999 AIRPORT	04/30/13	230448	65.44-
WANSLEY'S MACHINE & DRIV							
Sum							65.44-
00001 WARREN PAVING INC	810521	00131479	12004525	ADDL AMT DUE PO#129958	04/30/13	230450	11,930.67-
00001 WARREN PAVING INC	810521(B)	00132337	12004526	FUEL ADJ PO#131479	04/30/13	230450	189.81-
00001 WARREN PAVING INC	810550	00129957	12004658	PAVING BARKLEY ROAD	04/30/13	230450	60,410.38-
WARREN PAVING INC							
Sum							72,530.86-
00001 WASTE MANAGEMENT OF SOUT	0006436-2526	00132355	12004654	REFUSE DISPOSAL 3/1-15 SANIT	04/30/13	230451	10,959.74-
00001 WASTE MANAGEMENT OF SOUT	0006474-2526	00132412	12004655	REFUSE DISPOSAL 3/18-30 SANIT	04/30/13	230451	22,347.16-
WASTE MANAGEMENT OF SOUT							
Sum							33,306.90-
00001 WASTE PRO HATTIESBURG	253883	00132600	12004496	RECYCLE SERVS 3/13	04/30/13	230452	20,784.30-
00001 WASTE PRO HATTIESBURG	249216	00132600	12004497	RECYCLE HAUL CHARGES 3/13	04/30/13	230452	4,275.00-
WASTE PRO HATTIESBURG							
Sum							25,059.30-
00001 WATCH GUARD VIDEO	4REINV000121	00131917	12004607	CAMERA SYS FOR NEW HPD UNITS	04/30/13	230453	52,200.00-
WATCH GUARD VIDEO							
Sum							52,200.00-
00001 WATERS INTERNATIONAL TRU	8-231010016	00131960	12004548	REPR PTS U#16010 CEMETERY	04/30/13	230454	211.88-
00001 WATERS INTERNATIONAL TRU	8-231010015	00131963	12004549	REPR PTS U#16010 CEMETERY	04/30/13	230454	272.36-
00001 WATERS INTERNATIONAL TRU	8-231070056	00132646	12004633	REPR PTS U#13024 CEMETERY	04/30/13	230454	461.46-
00001 WATERS INTERNATIONAL TRU	8-230770065	00131787	12004736	REPR PTS VARI CEMETERY UNITS	04/30/13	230454	228.55-
WATERS INTERNATIONAL TRU							
Sum							1,174.25-
00001 WESTERN CONTAINER (REFUN	PRIVILEGE TA	02013410	12004706	PRIVILEGE TAX REFUND	04/30/13	230460	8.00-
WESTERN CONTAINER (REFUN							
Sum							8.00-
00001 WILLMUT GAS & OIL COMPAN	4/13 GENERAL	00201314	12004672	MNTHLY GAS-GENERAL	04/30/13	230466	1,315.37-
WILLMUT GAS & OIL COMPAN							
Sum							1,315.37-
00001 WILSON, SANETRA (REFUNDS	DAMAGE DEP R	02013415	12004739	DAMAGE DEPOSIT REFUND	04/30/13	230468	300.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WILSON, SANETRA (REFUNDS							
Sum							300.00-
Sum							2,324,569.46-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	263448	00132237	12001125	FIRE ANT POISON GRNDS MAINT	04/30/13	230051	168.88-
00002 A & R FARM AND GARDEN	262312	00132608	12001141	CHAIN/LOCKS/KEYS GRNDS MAINT	04/30/13	230051	142.85-
A & R FARM AND GARDEN Sum							311.73-
00002 AGEE, LESLIE	OFFICIAL 4/9	02013412	12001182	OFFICIAL-ADULT FLAG FTBALL	04/30/13	230058	48.00-
AGEE, LESLIE Sum							48.00-
00002 AGRI-AFC LLC	1034867	00132263	12001123	BALLFIELD CHEMICALS	04/30/13	230059	3,878.00-
00002 AGRI-AFC LLC	1034880	00132521	12001124	WEED KILLER TATUM PARK	04/30/13	230059	323.03-
00002 AGRI-AFC LLC	1034610	00131935	12001149	FERTILIZER TATUM PARK SOCCER	04/30/13	230059	1,692.00-
AGRI-AFC LLC Sum							5,893.03-
00002 ALLEN, DAVID	PO#132565 4/	00132565	12001157	MUSIC KHB EARTHDAY 4/27/13	04/30/13	230063	500.00-
ALLEN, DAVID Sum							500.00-
00002 ALLEN, MATT	OFFICIAL 4/9	02013413	12001189	OFFICIAL-ADULT SOFTBALL	04/30/13	230064	289.00-
ALLEN, MATT Sum							289.00-
00002 ANOINTED HANDS CLEANING	SERVS 4/13 G	00132752	12001159	SERVS 4/13 GRNDS MNT OFFICE	04/30/13	230066	250.00-
ANOINTED HANDS CLEANING Sum							250.00-
00002 AUTOMOTIVE GLASS SPECIAL	I142413	00132711	12001153	WINDOW REPR U#11961	04/30/13	230074	225.00-
AUTOMOTIVE GLASS SPECIAL Sum							225.00-
00002 BELL, DEVON	OFFICIAL 4/9	02013413	12001191	OFFICIAL-ADULT SOFTBALL	04/30/13	230083	102.00-
BELL, DEVON Sum							102.00-
00002 BETTS, SHERMAN	OFFICIAL 4/9	02013413	12001192	OFFICIAL-ADULT BASKETBALL	04/30/13	230087	680.00-
BETTS, SHERMAN Sum							680.00-
00002 BOND, MARK	OFFICIAL 4/9	02013413	12001193	OFFICIAL-ADULT SOFTBALL	04/30/13	230090	136.00-
BOND, MARK Sum							136.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0118066	00128617	12001130	REPRS U#15517 GRNDS MAINT	04/30/13	230093	2,992.23-
00002 BRACKMAN MOWER WAREHOUSE	0118061	00132419	12001131	REPRS U#17714 GRNDS MAINT	04/30/13	230093	208.22-
00002 BRACKMAN MOWER WAREHOUSE	IN0118065	00132425	12001132	REPRS U#17562 GRNDS MAINT	04/30/13	230093	750.07-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 BRACKMAN MOWER WAREHOUSE	IN0118359	00132632	12001147	REPR PTS U#17997 GRNDS MAINT	04/30/13	230093	25.56-
00002 BRACKMAN MOWER WAREHOUSE	IN0118360	00132633	12001148	REPR PTS U#16979 GRNDS MAINT	04/30/13	230093	589.00-
00002 BRACKMAN MOWER WAREHOUSE	0118405	00132606	12001168	WEEDEATER REPR PTS	04/30/13	230093	654.00-
00002 BRACKMAN MOWER WAREHOUSE	0118405(B)	00132672	12001169	ADDL AMT DUE PO#132606	04/30/13	230093	30.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0118611	00132771	12001170	REPR PTS VARI GRNDS MNT UNITS	04/30/13	230093	168.16-
00002 BRACKMAN MOWER WAREHOUSE	IN0118610	00132772	12001171	REPR PTS U#18576 GRNDS MAINT	04/30/13	230093	69.26-
00002 BRACKMAN MOWER WAREHOUSE	IN0118609	00132773	12001172	MOWER REPR PTS GRNDS MAINT	04/30/13	230093	51.76-
00002 BRACKMAN MOWER WAREHOUSE	IN0118614	00132774	12001173	REPR PTS U#17714 GRNDS MAINT	04/30/13	230093	52.34-
00002 BRACKMAN MOWER WAREHOUSE	IN0118669	00132833	12001176	TIRE U#18554 GRNDS MAINT	04/30/13	230093	115.00-
BRACKMAN MOWER WAREHOUSE Sum							5,705.60-
00002 BRADDOCK, ARETHA	OFFICIAL 4/9	02013413	12001190	OFFICIAL-ADULT SOFTBALL	04/30/13	230094	68.00-
BRADDOCK, ARETHA Sum							68.00-
00002 BROWN, KIM	OFFICIAL 4/9	02013413	12001194	OFFICIAL-ADULT SOFTBALL	04/30/13	230099	255.00-
BROWN, KIM Sum							255.00-
00002 BUNCH, LATOYA L	OFFICIAL 4/9	02013413	12001195	OFFICIAL-YOUTH SPORTS	04/30/13	230100	340.00-
BUNCH, LATOYA L Sum							340.00-
00002 BURKE, HOWARD	OFFICIAL 4/9	02013413	12001196	OFFICIAL-YOUTH SPORTS	04/30/13	230102	204.00-
BURKE, HOWARD Sum							204.00-
00002 CARTER, MICHAEL	OFFICIAL 4/9	02013412	12001183	OFFICIAL-ADULT FLAG FTBALL	04/30/13	230109	36.00-
CARTER, MICHAEL Sum							36.00-
00002 CITY OF HATTIESBURG FUND	041713	02013401	12001139	TRF 2ND 4/13 PAYROLL	04/17/13	36402	57,015.22-
CITY OF HATTIESBURG FUND Sum							57,015.22-
00002 CLEMTS HARDWARE	105774	00132712	12001150	SHOVELS GRNDS MAINT	04/30/13	230119	49.95-
CLEMTS HARDWARE Sum							49.95-
00002 COKER, KEN	626580	00132103	12001133	REPRS U#16978 GRNDS MAINT	04/30/13	230122	810.00-
COKER, KEN Sum							810.00-
00002 COLQUITT, ARIEL	SPORTS SERVS	02013414	12001217	SPORTS SUPPORT SERVICES	04/30/13	230123	28.00-
COLQUITT, ARIEL Sum							28.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 COLQUITT, EMMA	SPORTS SERVS	02013414	12001218	SPORTS SUPPORT SERVICES	04/30/13	230124	203.00-
COLQUITT, EMMA Sum							203.00-
00002 COMSOUTH	169152	00131588	12001127	EMER LIGHTS U#18569 GRNDS MNT	04/30/13	230128	570.00-
00002 COMSOUTH	169437	00132531	12001129	RADIO REPR GRNDS MAINT UNIT	04/30/13	230128	75.00-
COMSOUTH Sum							645.00-
00002 COOK, JANIS	OFFICIAL 4/9	02013412	12001184	OFFICIAL-ADULT FLAG FTBALL	04/30/13	230130	360.00-
COOK, JANIS Sum							360.00-
00002 COOLEY, NAKITA	SPORTS SERVS	02013414	12001219	SPORTS SUPPORT SERVICES	04/30/13	230131	105.00-
COOLEY, NAKITA Sum							105.00-
00002 CURTIS, GEORGE	SPORTS SERVS	02013414	12001220	SPORTS SUPPORT SERVICES	04/30/13	230134	231.00-
CURTIS, GEORGE Sum							231.00-
00002 CURTIS, MALCOLM	OFFICIAL 4/9	02013413	12001197	OFFICIAL-ADULT SOFTBALL	04/30/13	230135	408.00-
CURTIS, MALCOLM Sum							408.00-
00002 DAVIS, DONALD G	OFFICIAL 4/9	02013413	12001198	OFFICIAL-ADULT SOFTBALL	04/30/13	230143	102.00-
DAVIS, DONALD G Sum							102.00-
00002 DENLEY'S HORTICULTURE SE	1890	00132260	12001138	HERBICIDE APPLICATION BALLFLD	04/30/13	230144	2,400.00-
DENLEY'S HORTICULTURE SE Sum							2,400.00-
00002 DIXON, TIMOTHY	OFFICIAL 4/9	02013413	12001199	OFFICIAL-ADULT SOFTBALL	04/30/13	230150	289.00-
DIXON, TIMOTHY Sum							289.00-
00002 DUNAGIN PEST CONTROL(PRE	8751708	00132725	12001158	SENTRICON SERV GRNDS BLDGS	04/30/13	230155	56.25-
DUNAGIN PEST CONTROL(PRE Sum							56.25-
00002 DUNMORE, JOHNATHAN	SPORTS SERVS	02013414	12001221	SPORTS SUPPORT SERVICES	04/30/13	230156	378.00-
DUNMORE, JOHNATHAN Sum							378.00-
00002 EASTERLING, ISAIAH (POLL	OFFICIAL 4/9	02013413	12001200	OFFICIAL-ADULT SOFTBALL	04/30/13	230159	544.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
EASTERLING, ISAIAH (POLL							
Sum							544.00-
00002 ECONOMY SUPPLY CO	189808	00132604	12001164	LOCKS-TIMBERTON/DUNCAN LAKE	04/30/13	230161	92.50-
ECONOMY SUPPLY CO							
Sum							92.50-
00002 ELKINS WHOLESALE INC	170579-00	00132238	12001121	JANIT SUPP GRNDS MAINT	04/30/13	230163	498.20-
00002 ELKINS WHOLESALE INC	170579-01	00132238	12001122	JANIT SUPP GRNDS MAINT	04/30/13	230163	22.43-
00002 ELKINS WHOLESALE INC	171760-00	00132605	12001140	JANIT SUPP GRNDS MAINT	04/30/13	230163	544.93-
ELKINS WHOLESALE INC							
Sum							1,065.56-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 4/9	02013413	12001201	OFFICIAL-ADULT SOFTBALL	04/30/13	230166	306.00-
ESTERS, WILLARD (BUTCH)							
Sum							306.00-
00002 FAIRLEY, LAKENDRA	SPORTS SERVS	02013414	12001222	SPORTS SUPPORT SERVICES	04/30/13	230168	140.00-
FAIRLEY, LAKENDRA							
Sum							140.00-
00002 FAIRLEY, TRE	SPORTS SERVS	02013414	12001223	SPORTS SUPPORT SERVICES	04/30/13	230169	28.00-
FAIRLEY, TRE							
Sum							28.00-
00002 FAIRLEY, WILLIAM (VASTON	SPORTS SERVS	02013414	12001224	SPORTS SUPPORT SERVICES	04/30/13	230170	400.00-
FAIRLEY, WILLIAM (VASTON							
Sum							400.00-
00002 FERGUSON ENTERPRISES INC	1175358-1	00131381	12001118	PLUMB SUPP TATUM SB/SOCCER/ADA	04/30/13	230172	48.16-
00002 FERGUSON ENTERPRISES INC	1181378	00132609	12001154	PLUMB SUPP TATUM PARK	04/30/13	230172	537.94-
FERGUSON ENTERPRISES INC							
Sum							586.10-
00002 GARNER LUMLEY ELECTRIC S	486686	00132430	12001142	ELEC SUPP TOWN SQUARE MARKET	04/30/13	230190	92.11-
GARNER LUMLEY ELECTRIC S							
Sum							92.11-
00002 GRAVES, GARY L	SPORTS SERVS	02013414	12001225	SPORTS SUPPORT SERVICES	04/30/13	230194	255.00-
GRAVES, GARY L							
Sum							255.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 4/9	02013413	12001202	OFFICIAL-ADULT BASKETBALL	04/30/13	230195	476.00-
GRIFFIN, GABRIEL							
Sum							476.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 HARRIS, DRE	SPORTS SERVS	02013414	12001226	SPORTS SUPPORT SERVICES	04/30/13	230206	126.00-
HARRIS, DRE Sum							126.00-
00002 HORNE, BRENDA	SPORTS SERVS	02013414	12001227	SPORTS SUPPORT SERVICES	04/30/13	230212	154.00-
HORNE, BRENDA Sum							154.00-
00002 HOSKINS, JAZAMINE	SPORTS SERVS	02013414	12001228	SPORTS SUPPORT SERVICES	04/30/13	230213	371.00-
HOSKINS, JAZAMINE Sum							371.00-
00002 INDOFF INC	2262994	00132403	12001119	OFFICE SUPP GRNDS MAINT	04/30/13	230222	53.99-
00002 INDOFF INC	2261463	00132239	12001120	OFFICE EQUIP GRNDS MAINT	04/30/13	230222	129.47-
INDOFF INC Sum							183.46-
00002 IRBY, STUART C CO	S007462394.0	00132374	12001128	ELEC SUPP-LIGHTS-DIXIE YOUTH	04/30/13	230225	133.08-
00002 IRBY, STUART C CO	S007438203.0	00132530	12001143	ELEC SUPP-LIGHTS-TATUM PARK	04/30/13	230225	266.16-
00002 IRBY, STUART C CO	S007464255.0	00132420	12001151	ELEC SUPP-LIGHTS-DIXIE YOUTH	04/30/13	230225	32.29-
IRBY, STUART C CO Sum							431.53-
00002 J M H GRAPHICS	S 24116	00132758	12001174	EARTH DAY T SHIRTS	04/30/13	230226	1,038.50-
J M H GRAPHICS Sum							1,038.50-
00002 JACKSON, FREDDIE	SPORTS SERVS	02013414	12001229	SPORTS SUPPORT SERVICES	04/30/13	230228	126.00-
JACKSON, FREDDIE Sum							126.00-
00002 JACKSON, ROOSEVELT III	123123	00132637	12001162	PAINT EASTSIDE PARK	04/30/13	230230	1,895.00-
JACKSON, ROOSEVELT III Sum							1,895.00-
00002 JET CONSTRUCTION	1599	00132520	12001155	MASON SAND TATUM PARK	04/30/13	230231	825.00-
JET CONSTRUCTION Sum							825.00-
00002 JOHNSON, COURTLAND	OFFICIAL 4/9	02013412	12001185	OFFICIAL-ADULT FLAG FTBALL	04/30/13	230233	48.00-
JOHNSON, COURTLAND Sum							48.00-
00002 JONES, ANN	PETTY CASH 3	00132784	12001156	PETTY CASH GRNDS MAINT	04/30/13	230235	166.85-
JONES, ANN Sum							166.85-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 JORDAN, SARDE	SPORTS SERVS	02013414	12001230	SPORTS SUPPORT SERVICES	04/30/13	230237	231.00-
JORDAN, SARDE Sum							231.00-
00002 KETTLEY, ANNETTE	SPORTS SERVS	02013414	12001231	SPORTS SUPPORT SERVICES	04/30/13	230240	364.00-
KETTLEY, ANNETTE Sum							364.00-
00002 KEYS, MECHEKA	SPORTS SERVS	02013414	12001232	SPORTS SUPPORT SERVICES	04/30/13	230241	266.00-
KEYS, MECHEKA Sum							266.00-
00002 KIRKSEY, JOHNATHAN	OFFICIAL 4/9	02013413	12001203	OFFICIAL-ADULT BASKETBALL	04/30/13	230242	51.00-
KIRKSEY, JOHNATHAN Sum							51.00-
00002 KIRKSEY, NANCY JONES	SPORTS SERVS	02013414	12001233	SPORTS SUPPORT SERVICES	04/30/13	230243	400.00-
KIRKSEY, NANCY JONES Sum							400.00-
00002 LANCASTER'S MACHINE & WE	21205	00132574	12001136	TRAILER REPR GRNDS MAINT	04/30/13	230249	120.00-
LANCASTER'S MACHINE & WE Sum							120.00-
00002 LANGHAM, PAUL	OFFICIAL 4/9	02013412	12001186	OFFICIAL-ADULT FLAG FTBALL	04/30/13	230250	45.00-
LANGHAM, PAUL Sum							45.00-
00002 LARK POOL (S&T ASSOC)	1155889	00132898	12001246	REPR FOUNTAIN PUMP VETERANS	04/30/13	230251	715.00-
00002 LARK POOL (S&T ASSOC)	1155892	00132898	12001247	REPR POOL MOTORS MCNAIR/CEROY	04/30/13	230251	340.00-
00002 LARK POOL (S&T ASSOC)	1155890	00132566	12001248	DRAIN,CLEAN POOL MCNAIR CNTR	04/30/13	230251	1,470.00-
00002 LARK POOL (S&T ASSOC)	1155891	00132566	12001249	DRAIN,CLEAN POOL DAHMER PARK	04/30/13	230251	1,150.00-
LARK POOL (S&T ASSOC) Sum							3,675.00-
00002 LOCKE, JACKIE W	OFFICIAL 4/9	02013413	12001204	OFFICIAL-ADULT SOFTBALL	04/30/13	230258	170.00-
LOCKE, JACKIE W Sum							170.00-
00002 MCELHANEY PLUMBING INC	206147	00132777	12001163	LARGE WATER METER BOXES	04/30/13	230272	99.75-
00002 MCELHANEY PLUMBING INC	206441	00132882	12001245	WATER HEATER TIMBERTON	04/30/13	230272	362.65-
MCELHANEY PLUMBING INC Sum							462.40-
00002 MCNAIR, EVELENE	OFFICIAL 4/9	02013413	12001205	OFFICIAL-ADULT BASKETBALL	04/30/13	230275	646.00-
MCNAIR, EVELENE							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							646.00-
00002 MCPHAIL, HOWARD F	SPORTS SERVS	02013414	12001234	SPORTS SUPPORT SERVICES	04/30/13	230276	672.00-
MCPHAIL, HOWARD F Sum							672.00-
00002 MIKE'S TIRE & WHEEL CO	2166317	00132124	12001134	TIRE REPR U#17997 GRNDS MAINT	04/30/13	230279	38.66-
00002 MIKE'S TIRE & WHEEL CO	2166437	00132197	12001135	TIRE REPR U#18474 GRNDS MAINT	04/30/13	230279	12.50-
MIKE'S TIRE & WHEEL CO Sum							51.16-
00002 MILLER, CLIFF	OFFICIAL 4/9	02013413	12001206	OFFICIAL-ADULT SOFTBALL	04/30/13	230281	170.00-
MILLER, CLIFF Sum							170.00-
00002 MILLER, LLOYD M	OFFICIAL 4/9	02013413	12001207	OFFICIAL-ADULT BASKETBALL	04/30/13	230283	136.00-
00002 MILLER, LLOYD M	SPORTS SERVS	02013414	12001235	SPORTS SUPPORT SERVICES	04/30/13	230283	102.00-
MILLER, LLOYD M Sum							238.00-
00002 MINGO, DEMYRON MANDELA	OFFICIAL 4/9	02013413	12001208	OFFICIAL-ADULT BASKETBALL	04/30/13	230284	136.00-
MINGO, DEMYRON MANDELA Sum							136.00-
00002 MOORE'S LOCK AND KEY LLC	13445	00132626	12001165	LOCK REPR TMBRTN DOLEAC FLD	04/30/13	230288	195.00-
MOORE'S LOCK AND KEY LLC Sum							195.00-
00002 MORGAN, C J INC	2013044	00129988	12001180	MINI EXCAVATOR CHAIN PARK WTR	04/30/13	230289	38,803.62-
MORGAN, C J INC Sum							38,803.62-
00002 MS POWER COMPANY	4/13 PKS/REC	00201314	12001181	MNTHLY ELEC-PARKS & REC	04/30/13	230298	13,441.73-
00002 MS POWER COMPANY	10431-78053	00132751	12001160	TRANSFORMER TATUM SOCCER FLDS	04/30/13	230299	11,946.81-
MS POWER COMPANY Sum							25,388.54-
00002 ODONNELL CONSTRUCTION IN	#1	00132540	12001179	PRESS WASH CHAIN PK TORNADO	04/30/13	230317	1,200.00-
ODONNELL CONSTRUCTION IN Sum							1,200.00-
00002 PATTERSON, ISIAH	OFFICIAL 4/9	02013413	12001209	OFFICIAL-ADULT BASKETBALL	04/30/13	230324	680.00-
PATTERSON, ISIAH Sum							680.00-
00002 PINE BELT TROPHY	PO#132588 4/	00132588	12001126	KHB MONTHLY AWARD PLAQUE	04/30/13	230337	31.65-
00002 PINE BELT TROPHY	PO#131585 3/	00131585	12001145	TROPHY SETS 2013 YOUTH LEAGUE	04/30/13	230337	255.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 PINE BELT TROPHY	PO#131799 3/	00131799	12001146	TROPHIES ADULT BASKEBALL 2013	04/30/13	230337	145.20-
PINE BELT TROPHY Sum							431.85-
00002 POWELL, RANDY	SPORTS SERVS	02013414	12001236	SPORTS SUPPORT SERVICES	04/30/13	230342	385.00-
POWELL, RANDY Sum							385.00-
00002 RICE, AL	OFFICIAL 4/9	02013413	12001210	OFFICIAL-ADULT BASKETBALL	04/30/13	230360	391.00-
RICE, AL Sum							391.00-
00002 ROBINSON ELECTRIC SUPPLY	2145134-00	00132670	12001166	ELEC SUPP 9TH ST PARK	04/30/13	230365	116.77-
ROBINSON ELECTRIC SUPPLY Sum							116.77-
00002 SHERWIN-WILLIAMS COMPANY	2646-5	00132284	12001116	PAINT-VARI PARK SIGNS	04/30/13	230376	35.67-
00002 SHERWIN-WILLIAMS COMPANY	2646-5(B)	00132289	12001117	ADDL AMT DUE PO#132284	04/30/13	230376	46.56-
00002 SHERWIN-WILLIAMS COMPANY	9846-6	00132709	12001152	PAINT MACHINE GRNDS MAINT	04/30/13	230376	96.00-
00002 SHERWIN-WILLIAMS COMPANY	9480-4	00132448	12001167	PAINT WELCOME SIGN CHAIN PARK	04/30/13	230376	31.28-
SHERWIN-WILLIAMS COMPANY Sum							209.51-
00002 SIGNS FIRST	H-40962	00132757	12001175	EARTH DAY BANNER/SIGNS	04/30/13	230383	236.25-
SIGNS FIRST Sum							236.25-
00002 SIMPSON, LYNN	OFFICIAL 4/9	02013413	12001211	OFFICAL-ADULT SOFTBALL	04/30/13	230384	185.00-
SIMPSON, LYNN Sum							185.00-
00002 SIMPSON, NELDA	SPORTS SERVS	02013414	12001237	SPORTS SUPPORT SERVICES	04/30/13	230385	84.00-
SIMPSON, NELDA Sum							84.00-
00002 THAMES, CHRIS	OFFICIAL 4/9	02013412	12001187	OFFICIAL-ADULT FLAG FTBALL	04/30/13	230413	48.00-
THAMES, CHRIS Sum							48.00-
00002 THOMAS SIGNS	424	00132857	12001178	UNIFIED NEIGHBORHOOD SIGN	04/30/13	230417	180.00-
THOMAS SIGNS Sum							180.00-
00002 THOMAS, DARLENE	PO#131154 4/	00131154	12001137	FENCE LOGO TATUM BASEBALL	04/30/13	230418	1,450.00-
THOMAS, DARLENE Sum							1,450.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 TROTTER, COREY	OFFICIAL 4/9	02013413	12001212	OFFICIAL-ADULT SOFTBALL	04/30/13	230423	289.00-
TROTTER, COREY Sum							289.00-
00002 TROTTER, WILLIE	OFFICIAL 4/9	02013413	12001213	OFFICIAL-ADULT SOFTBALL	04/30/13	230424	255.00-
TROTTER, WILLIE Sum							255.00-
00002 TRUSSELL, JAY	OFFICIAL 4/9	02013413	12001214	OFFICIAL-ADULT SOFTBALL	04/30/13	230426	204.00-
TRUSSELL, JAY Sum							204.00-
00002 UNITED FENCE COMPANY	00015320	00131599	12001177	GATE/FENCE REPR CAMERON FLD	04/30/13	230432	756.00-
UNITED FENCE COMPANY Sum							756.00-
00002 UNITED RENTALS (NORTH AM	1241488	00132332	12001144	LIFT RENTAL TATUM BASEBALL	04/30/13	230434	500.00-
UNITED RENTALS (NORTH AM Sum							500.00-
00002 VARNADO, ALEXZANDRIA	SPORTS SERVS	02013414	12001238	SPORTS SUPPORT SERVICES	04/30/13	230437	231.00-
VARNADO, ALEXZANDRIA Sum							231.00-
00002 VARNADO, UNDRA	SPORTS SERVS	02013414	12001239	SPORTS SUPPORT SERVICES	04/30/13	230439	385.00-
VARNADO, UNDRA Sum							385.00-
00002 VESELY'S NURSERY	PO#132726 4/	00132726	12001244	EARTH DAY LANDSCAPE MATLS	04/30/13	230441	132.00-
VESELY'S NURSERY Sum							132.00-
00002 VINCENT, CALVIN JR	SPORTS SERVS	02013414	12001240	SPORTS SUPPORT SERVICES	04/30/13	230442	315.00-
VINCENT, CALVIN JR Sum							315.00-
00002 WALKER, JARVIS	OFFICIAL 4/9	02013412	12001188	OFFICIAL-ADULT FLAG FTBALL	04/30/13	230444	48.00-
WALKER, JARVIS Sum							48.00-
00002 WALKER, TEDDRIC	OFFICIAL 4/9	02013413	12001215	OFFICIAL-ADULT SOFTBALL	04/30/13	230446	68.00-
WALKER, TEDDRIC Sum							68.00-
00002 WARE, DERRICK	SPORTS SERVS	02013414	12001241	SPORTS SUPPORT SERVICES	04/30/13	230449	273.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WARE, DERRICK							
Sum							273.00-
00002 WHEELER, CURTIS	SPORTS SERVS	02013414	12001242	SPORTS SUPPORT SERVICES	04/30/13	230461	455.00-
WHEELER, CURTIS							
Sum							455.00-
00002 WILLMUT GAS & OIL COMPAN	4/13 PKS/REC	00201314	12001161	MNTHLY GAS-PARKS & REC	04/30/13	230466	246.87-
WILLMUT GAS & OIL COMPAN							
Sum							246.87-
00002 WILSON, DARRYL	OFFICIAL 4/9	02013413	12001216	OFFICIAL-ADULT SOFTBALL	04/30/13	230467	391.00-
WILSON, DARRYL							
Sum							391.00-
00002 WINDHAM, CRYSTAL	SPORTS SERVS	02013414	12001243	SPORTS SUPPORT SERVICES	04/30/13	230469	168.00-
WINDHAM, CRYSTAL							
Sum							168.00-
Sum							169,873.36-

Vendor	Invoice Number		Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND								
00006 A DOLLAR CASH ADVANCE (G	1885		02013128	12000497	GARNISHMENT	04/23/13	17650	301.80-
A DOLLAR CASH ADVANCE (G Sum								301.80-
00006 ASSURANCE CREDIT CORP (G	6736		02013128	12000496	GARNISHMENT	04/22/13	17648	163.77-
ASSURANCE CREDIT CORP (G Sum								163.77-
00006 AUTOMATED COLLECTION SER	5257		02013128	12000470	GARNISHMENT	04/22/13	17622	151.26-
AUTOMATED COLLECTION SER Sum								151.26-
00006 CHILD SUPPORT ENFORCEMEN	3871		02013132	12000454	CHILD SUPPORT	04/22/13	17606	200.00-
CHILD SUPPORT ENFORCEMEN Sum								200.00-
00006 CONVILLE & CONVILLE PLLC	5838		02013128	12000460	GARNISHMENT	04/22/13	17612	160.19-
CONVILLE & CONVILLE PLLC Sum								160.19-
00006 COUCH CONVILLE AND BLITT	3768		02013128	12000463	GARNISHMENT	04/22/13	17615	134.85-
COUCH CONVILLE AND BLITT Sum								134.85-
00006 DISCOUNT CHECK ADVANCE &	4935	FINAL	02013128	12000480	GARNISHMENT	04/22/13	17632	288.16-
DISCOUNT CHECK ADVANCE & Sum								288.16-
00006 FAMILY SUPPORT PAYMENT C	9865		02013132	12000458	CHILD SUPPORT	04/22/13	17610	1,018.06-
FAMILY SUPPORT PAYMENT C Sum								1,018.06-
00006 FIRST HERITAGE CREDIT (G	9891		02013128	12000471	GARNISHMENT	04/22/13	17623	41.62-
FIRST HERITAGE CREDIT (G Sum								41.62-
00006 FIRST TOWER LOAN (GARN	8363	FINAL P	02013128	12000478	GARNISHMENT	04/22/13	17630	253.74-
FIRST TOWER LOAN (GARN Sum								253.74-
00006 FORREST CTY CHANCERY COU	04/2013		02013129	12000449	CHILD SUPPORT	04/22/13	17601	1,417.00-
FORREST CTY CHANCERY COU Sum								1,417.00-
00006 FORREST CTY CIRCUIT COUR	8772		02013128	12000482	GARNISHMENT	04/22/13	17634	407.40-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
FORREST CTY CIRCUIT COUR							
Sum							407.40-
00006 GREAT LAKES HIGHER EDUCA	1583	02013128	12000464	GARNISHMENT	04/22/13	17616	181.90-
GREAT LAKES HIGHER EDUCA							
Sum							181.90-
00006 HENLEY, LOTTERHOS & HENL	9998,5994,76	02013128	12000461	GARNISHMENT	04/22/13	17613	509.91-
HENLEY, LOTTERHOS & HENL							
Sum							509.91-
00006 INTERNAL REVENUE SERVICE	9270	02013131	12000489	GARNISHMENT	04/22/13	17641	70.00-
00006 INTERNAL REVENUE SERVICE	2081	02013131	12000493	GARNISHMENT	04/22/13	17645	100.00-
00006 INTERNAL REVENUE SERVICE	9245	02013131	12000494	GARNISHMENT	04/22/13	17646	50.00-
00006 INTERNAL REVENUE SERVICE	0874 TERMIN	02013131	12000491	GARNISHMENT	04/22/13	17643	50.00-
INTERNAL REVENUE SERVICE							
Sum							270.00-
00006 INTERNAL REVENUE SERVICE	9998	02013131	12000486	GARNISHMENT	04/22/13	17638	50.00-
00006 INTERNAL REVENUE SERVICE	2753	02013131	12000487	GARNISHMENT	04/22/13	17639	100.00-
00006 INTERNAL REVENUE SERVICE	0579	02013131	12000488	GARNISHMENT	04/22/13	17640	100.00-
00006 INTERNAL REVENUE SERVICE	6062	02013131	12000490	GARNISHMENT	04/22/13	17642	100.00-
00006 INTERNAL REVENUE SERVICE	6809	02013131	12000492	GARNISHMENT	04/22/13	17644	100.00-
INTERNAL REVENUE SERVICE							
Sum							450.00-
00006 JOHN R REEVES PC (CHILD	6467	02013132	12000456	CHILD SUPPORT	04/22/13	17608	150.00-
JOHN R REEVES PC (CHILD							
Sum							150.00-
00006 LAMAR CTY CHANCERY CLERK	0935	02013132	12000452	CHILD SUPPORT	04/22/13	17604	540.00-
LAMAR CTY CHANCERY CLERK							
Sum							540.00-
00006 MCELROY PA, THOMAS M (GA	4289	02013128	12000462	GARNISHMENT	04/22/13	17614	693.27-
MCELROY PA, THOMAS M (GA							
Sum							693.27-
00006 MENDELSON LAW FIRM (GARN	9865	02013128	12000485	GARNISHMENT	04/22/13	17637	235.64-
MENDELSON LAW FIRM (GARN							
Sum							235.64-
00006 NC CHILD SUPPORT CENTRAL	7589	02013132	12000453	CHILD SUPPORT	04/22/13	17605	220.00-
NC CHILD SUPPORT CENTRAL							
Sum							220.00-
00006 PARNELL & CRUMB PA (GARN	8778	02013128	12000479	GARNISHMENT	04/22/13	17631	348.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARNELL & CRUMB PA (GARN Sum							348.82-
00006 REPUBLIC FINANCE INC (G	3629	02013128	12000483	GARNISHMENT	04/22/13	17635	24.20-
REPUBLIC FINANCE INC (G Sum							24.20-
00006 RICHLAND COUNTY FAMILY C	4941	02013132	12000459	CHILD SUPPORT	04/22/13	17611	183.76-
RICHLAND COUNTY FAMILY C Sum							183.76-
00006 SHOEMAKER PROPERTY (GARN	9747 FINAL	02013128	12000473	GARNISHMENT	04/22/13	17625	160.74-
SHOEMAKER PROPERTY (GARN Sum							160.74-
00006 SOUTHERN FINANCIAL SYSTE	8758	02013128	12000498	GARNISHMENT	04/23/13	17649	394.30-
SOUTHERN FINANCIAL SYSTE Sum							394.30-
00006 STATE DISBURSEMENT UNIT	8652	02013132	12000455	CHILD SUPPORT	04/22/13	17607	372.68-
STATE DISBURSEMENT UNIT Sum							372.68-
00006 STEVEN D SLADE (GARN)	0474	02013128	12000474	GARNISHMENT	04/22/13	17626	435.92-
STEVEN D SLADE (GARN) Sum							435.92-
00006 STOKES & CLINTON PC (GAR	4795	02013128	12000484	GARNISHMENT	04/22/13	17636	438.44-
STOKES & CLINTON PC (GAR Sum							438.44-
00006 TEXAS CHILD SUPPORT SOU	6226	02013132	12000457	CHILD SUPPORT	04/22/13	17609	500.00-
TEXAS CHILD SUPPORT SOU Sum							500.00-
00006 TRANSAMERICA LIFE	ACCOUNT 1844	02013137	12000505	BURIAL INS PREMIUM	04/23/13	17657	454.50-
TRANSAMERICA LIFE Sum							454.50-
00006 U S DEPT OF TREASURY (GA	9574, 1523	02013128	12000466	GARNISHMENT	04/22/13	17618	319.37-
U S DEPT OF TREASURY (GA Sum							319.37-
00006 UNITED CREDIT CORP (GARN	8663	02013128	12000476	GARNISHMENT	04/22/13	17628	142.95-
UNITED CREDIT CORP (GARN							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							142.95-
00006 UNITED HEALTHCARE INS CO	04/2013	02013140	12000501	PREMIUM DUE 04/13 COVERAGE	04/23/13	17653	3,426.06-
UNITED HEALTHCARE INS CO Sum							3,426.06-
00006 WINN BROWN LAW FIRM,THE	6135	02013128	12000477	GARNISHMENT	04/22/13	17629	303.90-
WINN BROWN LAW FIRM,THE Sum							303.90-
Sum							15,294.21-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 AUTO ARMATURE SERVICE IN	0265	00132655	12001003	MOWER BATTERY WTR PLANT	04/30/13	230073	57.95-
AUTO ARMATURE SERVICE IN Sum							57.95-
00009 BONNER ANALYTICAL TESTIN	52259	00132624	12001001	NPDES MONITORING 4/13	04/30/13	230091	885.82-
00009 BONNER ANALYTICAL TESTIN	52295	00132780	12001030	COLIFORM SAMPLE 122 ELLIS DR	04/30/13	230091	25.00-
BONNER ANALYTICAL TESTIN Sum							910.82-
00009 BOURNE BROTHERS PRINTING	47011	00132162	12001011	WATER BILLS	04/30/13	230092	2,375.00-
BOURNE BROTHERS PRINTING Sum							2,375.00-
00009 CENTRAL PIPE SUPPLY INC	R86501	00132191	12000990	HYDRANT METERS TRANS DEPT	04/30/13	230111	370.00-
00009 CENTRAL PIPE SUPPLY INC	R86525	00132557	12000995	PLUMB SUPP TRANS DEPT	04/30/13	230111	296.34-
00009 CENTRAL PIPE SUPPLY INC	R84722	00131528	12001027	ASPHALT/METAL BLADES-SEWER	04/30/13	230111	251.30-
00009 CENTRAL PIPE SUPPLY INC	R86880	00132666	12001035	PLUMB SUPP TRANS STOCK	04/30/13	230111	734.88-
00009 CENTRAL PIPE SUPPLY INC	R85887	00132167	12001040	PLUMB SUPP TRANS STOCK	04/30/13	230111	971.40-
00009 CENTRAL PIPE SUPPLY INC	R87045	00132167	12001041	PLUMB SUPP TRANS STOCK	04/30/13	230111	105.00-
00009 CENTRAL PIPE SUPPLY INC	R87048	00132723	12001042	PLUMB SUPP TRANS STOCK	04/30/13	230111	392.46-
00009 CENTRAL PIPE SUPPLY INC	R86788	00132561	12001047	PLUMB SUPP SEWER STOCK	04/30/13	230111	523.28-
00009 CENTRAL PIPE SUPPLY INC	R87047	00132561	12001048	PLUMB SUPP SEWER STOCK	04/30/13	230111	11.08-
CENTRAL PIPE SUPPLY INC Sum							3,655.74-
00009 CERTIFIED LABORATORIES	1072978	00132569	12001022	CHEMICALS WTR PLANT	04/30/13	230112	1,174.07-
CERTIFIED LABORATORIES Sum							1,174.07-
00009 CITY OF HATTIESBURG FUND	041713	02013401	12000994	TRF 2ND 4/13 PAYROLL	04/17/13	21661	90,487.83-
CITY OF HATTIESBURG FUND Sum							90,487.83-
00009 COBURN'S SUPPLY CO INC	605762102	00132479	12001002	PLUMB SUPP TRANS STOCK	04/30/13	230120	864.04-
00009 COBURN'S SUPPLY CO INC	605761101	00132347	12001043	PLUMB SUPP TRANS STOCK	04/30/13	230120	800.40-
00009 COBURN'S SUPPLY CO INC	605761101-1	00132347	12001044	PLUMB SUPP TRANS STOCK	04/30/13	230120	204.00-
00009 COBURN'S SUPPLY CO INC	605761101-2	00132347	12001045	PLUMB SUPP TRANS STOCK	04/30/13	230120	576.00-
00009 COBURN'S SUPPLY CO INC	605761101-3	00132347	12001046	PLUMB SUPP TRANS STOCK	04/30/13	230120	837.96-
COBURN'S SUPPLY CO INC Sum							3,282.40-
00009 COMSOUTH	169411	00132421	12001039	RADIO BATTERIES METER READERS	04/30/13	230128	460.00-
COMSOUTH Sum							460.00-
00009 CONTROL SYSTEMS INC	47067	00132582	12000991	SERV CALL TURTLE CRK LIFT STA	04/30/13	230129	1,604.00-
00009 CONTROL SYSTEMS INC	47058	00132582	12000992	SERV CALL WTR PLT #1	04/30/13	230129	3,233.96-
00009 CONTROL SYSTEMS INC	47057	00132656	12001005	SERV CALL USA YEAST 1/25/13	04/30/13	230129	195.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 CONTROL SYSTEMS INC	47057(B)	00132658	12001006	SERV CALL MILEAGE USA YEAST	04/30/13	230129	78.28-
CONTROL SYSTEMS INC Sum							5,111.24-
00009 D P C ENTERPRISES LP	212000711-13	00132336	12000986	CHEMICALS WTR PLT #1	04/30/13	230137	1,552.00-
00009 D P C ENTERPRISES LP	212000712-13	00132336	12000987	CHEMICALS WTR PLT #2	04/30/13	230137	1,164.00-
D P C ENTERPRISES LP Sum							2,716.00-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00132836	12001034	SEWER BILLING REPORT 3/13	04/30/13	230148	230.40-
DIXIE COMMUNITY UTILITY Sum							230.40-
00009 DUNAGIN PEST CONTROL(PRE	8748838	00132508	12000984	SENTRICON SERV WATER PLANT	04/30/13	230155	148.75-
DUNAGIN PEST CONTROL(PRE Sum							148.75-
00009 G & K SERVICES	1035359184	00132488	12000964	UNIFORMS 3/05 TRANS	04/30/13	230188	44.00-
00009 G & K SERVICES	1035361272	00132488	12000965	UNIFORMS 3/12 TRANS	04/30/13	230188	44.00-
00009 G & K SERVICES	1035363357	00132488	12000966	UNIFORMS 3/19 TRANS	04/30/13	230188	44.00-
00009 G & K SERVICES	1035365480	00132488	12000967	UNIFORMS 3/26 TRANS	04/30/13	230188	44.00-
00009 G & K SERVICES	1035359187	00132488	12000968	MOP/MAT 3/05 PLANT	04/30/13	230188	17.70-
00009 G & K SERVICES	1035361276	00132488	12000969	MOP/MAT 3/12 PLANT	04/30/13	230188	17.70-
00009 G & K SERVICES	1035363361	00132488	12000970	MOP/MAT 3/19 PLANT	04/30/13	230188	17.70-
00009 G & K SERVICES	1035365484	00132488	12000971	MOP/MAT 3/26 PLANT	04/30/13	230188	17.70-
00009 G & K SERVICES	1035359185	00132488	12000972	UNIFORMS 3/05 PLANT	04/30/13	230188	52.00-
00009 G & K SERVICES	1035361273	00132488	12000973	UNIFORMS 3/12 PLANT	04/30/13	230188	52.00-
00009 G & K SERVICES	1035363358	00132488	12000974	UNIFORMS 3/19 PLANT	04/30/13	230188	52.00-
00009 G & K SERVICES	1035365481	00132488	12000975	UNIFORMS 3/26 PLANT	04/30/13	230188	52.00-
00009 G & K SERVICES	1035359183	00132488	12000976	UNIFORMS 3/05 SEWER	04/30/13	230188	56.00-
00009 G & K SERVICES	1035161271	00132488	12000977	UNIFORMS 3/12 SEWER	04/30/13	230188	56.00-
00009 G & K SERVICES	1035363356	00132488	12000978	UNIFORMS 3/19 SEWER	04/30/13	230188	56.00-
00009 G & K SERVICES	1035365479	00132488	12000979	UNIFORMS 3/26 SEWER	04/30/13	230188	62.30-
00009 G & K SERVICES	1035359186	00132488	12000980	UNIFORMS 3/05 LAGOON	04/30/13	230188	20.00-
00009 G & K SERVICES	1035361274	00132488	12000981	UNIFORMS 3/12 LAGOON	04/30/13	230188	20.00-
00009 G & K SERVICES	1035363359	00132488	12000982	UNIFORMS 3/19 LAGOON	04/30/13	230188	20.00-
00009 G & K SERVICES	1035365432	00132488	12000983	UNIFORMS 3/26 LAGOON	04/30/13	230188	20.00-
G & K SERVICES Sum							765.10-
00009 I C M-IMPROVED CONSTR ME	MB201133TM	00132275	12000993	PLUGS FOR SOUTH LAGOON	04/30/13	230219	1,000.00-
I C M-IMPROVED CONSTR ME Sum							1,000.00-
00009 IRBY, STUART C CO	S007429454.0	00131955	12000996	ELEC SUPP WTR PLANT	04/30/13	230225	1,643.50-
00009 IRBY, STUART C CO	S007429454.0	00131955	12000997	ELEC SUPP WTR PLANT	04/30/13	230225	874.00-
IRBY, STUART C CO Sum							2,517.50-
00009 K & K TRUCK-TRAILER PART	56411	00131849	12000999	HITCH/BRACKET-TRAILER-SEWER	04/30/13	230238	98.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
K & K TRUCK-TRAILER PART							
Sum							98.00-
00009 MCELHANEY PLUMBING INC	206286	00132668	12001012	PLUMB SUPP TRANS STOCK	04/30/13	230272	135.00-
MCELHANEY PLUMBING INC							
Sum							135.00-
00009 MIKE'S TIRE & WHEEL CO	2166554	00132477	12000963	TIRES U#9768 TRANS	04/30/13	230279	960.90-
00009 MIKE'S TIRE & WHEEL CO	2166779	00132660	12001021	TIRES U#15667 TRANS DEPT	04/30/13	230279	270.36-
MIKE'S TIRE & WHEEL CO							
Sum							1,231.26-
00009 MORGAN, C J INC	2013028	00132731	12001013	LINE TAP EUREKA SCHOOL	04/30/13	230289	10,665.80-
00009 MORGAN, C J INC	2013030	00132731	12001014	MAKE TAP THORNHILL DR	04/30/13	230289	5,765.13-
00009 MORGAN, C J INC	2013031	00132731	12001015	TANK REPR AIRPORT	04/30/13	230289	826.85-
00009 MORGAN, C J INC	2013041	00132731	12001016	REPRS PLT#1 LAKEVIEW	04/30/13	230289	2,810.60-
00009 MORGAN, C J INC	2013037	00132731	12001017	PUMP HOLDING TANKS	04/30/13	230289	10,990.50-
00009 MORGAN, C J INC	2013032	00132731	12001018	SEWER SERV THORNHILL DR	04/30/13	230289	8,120.75-
00009 MORGAN, C J INC	2013040	00132731	12001019	PUMP REPR TURTLE CRK MALL	04/30/13	230289	46,912.21-
00009 MORGAN, C J INC	2013042	00132731	12001020	SEWER LINE BURKETT CRK STA	04/30/13	230289	79,048.06-
MORGAN, C J INC							
Sum							165,139.90-
00009 MS FIRE & SAFETY OF HBUR	34639	00132745	12001037	TEST FIRE EXTINGUISHERS-PLANT	04/30/13	230294	220.00-
MS FIRE & SAFETY OF HBUR							
Sum							220.00-
00009 MS POWER COMPANY	4/13 W&SO&M	00201314	12001049	MNTHLY ELEC-W&SO&M	04/30/13	230298	76,437.34-
MS POWER COMPANY							
Sum							76,437.34-
00009 PEARL RIVER VALLEY EPA (	4/13 W&SO&M	00201314	12001031	MNTHLY 4/13 PUBLIC SERVICES	04/30/13	230327	336.86-
PEARL RIVER VALLEY EPA (							
Sum							336.86-
00009 PINE BELT OIL COMPANY IN	WATER TRANS	00132208	12000962	MINIT MART CHGS 3/13 WTR TRAN	04/30/13	230336	453.82-
PINE BELT OIL COMPANY IN							
Sum							453.82-
00009 POWER PLUS INC	13582	00131679	12001023	WEEDEATER REPR WTR PLT	04/30/13	230343	93.34-
00009 POWER PLUS INC	13583	00131679	12001024	WEEDEATER REPR WTR PLT	04/30/13	230343	41.11-
00009 POWER PLUS INC	13584	00131679	12001025	WEEDEATER REPR WTR PLT	04/30/13	230343	116.71-
00009 POWER PLUS INC	13584(B)	00132265	12001026	ADDL AMT DUE PO#131679	04/30/13	230343	74.70-
POWER PLUS INC							
Sum							325.86-
00009 PUMP AND CONTROL SERVICE	451	00132598	12001004	MAINT/REPRS S LAGOON 4/8-11	04/30/13	230349	3,200.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PUMP AND CONTROL SERVICE							
Sum							3,200.00-
00009 PURVIS MOTORS LLC	32625	00132163	12001000	REPRS U#153532 SEWER	04/30/13	230351	3,422.11-
PURVIS MOTORS LLC							
Sum							3,422.11-
00009 RAWLS SPRINGS UTILITY DI	METER READIN	00132801	12001029	METER READINGS 3/13	04/30/13	230356	168.00-
RAWLS SPRINGS UTILITY DI							
Sum							168.00-
00009 SOUTHERN GAS & SUPPLY OF	30873801	00132478	12000988	LATEX,EXAM GLOVES WTR PLANT	04/30/13	230392	287.11-
SOUTHERN GAS & SUPPLY OF							
Sum							287.11-
00009 SOUTHERN PINE ELECTRIC P	4/13 W&SO&M	00201314	12001028	MNTHLY 4/13 PUBLIC SERVICES	04/30/13	230394	1,419.48-
SOUTHERN PINE ELECTRIC P							
Sum							1,419.48-
00009 SOUTHERN PIPE & SUPPLY C	6526511-00	00132345	12001036	PLUMB SUPP TRANS STOCK	04/30/13	230396	71.64-
00009 SOUTHERN PIPE & SUPPLY C	6526484-00	00132389	12001038	PLUMB SUPP SEWER STOCK	04/30/13	230396	721.36-
SOUTHERN PIPE & SUPPLY C							
Sum							793.00-
00009 SOUTHERN WATERWORKS SUPP	47552	00132262	12000998	PLUMB SUPP SEWER DEPT	04/30/13	230399	56.10-
SOUTHERN WATERWORKS SUPP							
Sum							56.10-
00009 SPEEDY PRINTING & SIGNS	17894	00132450	12001033	RECEIPT PAPER WTR BILL OFFICE	04/30/13	230402	599.16-
SPEEDY PRINTING & SIGNS							
Sum							599.16-
00009 TWIN DATA CORP	6500-V10	00132573	12000985	PRINTER MAINT 4/13-3/14	04/30/13	230429	1,428.00-
TWIN DATA CORP							
Sum							1,428.00-
00009 WARREN PAVING INC	12493MB	00131690	12001007	CRUSHED CONCRETE WTR TRANS	04/30/13	230450	552.42-
00009 WARREN PAVING INC	12621MB	00131690	12001008	CRUSHED CONCRETE WTR TRANS	04/30/13	230450	182.52-
00009 WARREN PAVING INC	12685MB	00131690	12001009	CRUSHED CONCRETE WTR TRANS	04/30/13	230450	153.36-
00009 WARREN PAVING INC	12756MB	00131690	12001010	CRUSHED CONCRETE WTR TRANS	04/30/13	230450	1,553.31-
WARREN PAVING INC							
Sum							2,441.61-
00009 WATTS BROTHERS TRACTOR C	146658	00132505	12000989	REPR PTS U#13803 SEWER	04/30/13	230455	86.45-
WATTS BROTHERS TRACTOR C							
Sum							86.45-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 WILLMUT GAS & OIL COMPAN	4/13 W&SO&M	00201314	12001032	MNTHLY GAS-W&SO&M	04/30/13	230466	681.99-
WILLMUT GAS & OIL COMPAN Sum							681.99-
Sum							373,853.85-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 AFFORDABLE SOUTHERN HOME	METER DEP RF 02013395		12000508	METER DEPOSIT REFUND	04/30/13	230057	20.82-
AFFORDABLE SOUTHERN HOME Sum							20.82-
00011 ALLEN ROBERSON, CHARMEKA	METER DEP RF 02013391		12000470	METER DEPOSIT REFUND	04/30/13	230062	19.09-
ALLEN ROBERSON, CHARMEKA Sum							19.09-
00011 ARNOLD, CODY R	METER DEP RF 02013395		12000505	METER DEPOSIT REFUND	04/30/13	230069	2.64-
ARNOLD, CODY R Sum							2.64-
00011 AVERY, CHRISTOPHER	METER DEP RF 02013395		12000506	METER DEPOSIT REFUND	04/30/13	230075	13.60-
AVERY, CHRISTOPHER Sum							13.60-
00011 BAREFOOT, ALAN R	METER DEP RF 02013402		12000568	METER DEPOSIT REFUND	04/30/13	230076	34.88-
BAREFOOT, ALAN R Sum							34.88-
00011 BARNES, MILLIE V	METER DEP RF 02013395		12000510	METER DEPOSIT REFUND	04/30/13	230077	38.82-
BARNES, MILLIE V Sum							38.82-
00011 BARNES, MONAKA	METER DEP RF 02013391		12000473	METER DEPOSIT REFUND	04/30/13	230078	75.00-
BARNES, MONAKA Sum							75.00-
00011 BARRY HENDERSON	METER DEP RF 02013402		12000531	METER DEPOSIT REFUND	04/30/13	230080	38.82-
BARRY HENDERSON Sum							38.82-
00011 BELIVEAU, KAYLA N	METER DEP RF 02013402		12000513	METER DEPOSIT REFUND	04/30/13	230081	75.00-
BELIVEAU, KAYLA N Sum							75.00-
00011 BESSINGER, BREANDAN	METER DEP RF 02013406		12000595	METER DEPOSIT REFUND	04/30/13	230085	38.82-
BESSINGER, BREANDAN Sum							38.82-
00011 BEST REALTY	METER DEP RF 02013406		12000585	METER DEPOSIT REFUND	04/30/13	230086	38.82-
BEST REALTY Sum							38.82-
00011 BIENVILLE MANAGEMENT INC	METER DEP RF 02013391		12000468	METER DEPOSIT REFUND	04/30/13	230088	38.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BIENVILLE MANAGEMENT INC							
Sum							38.82-
00011 BRASWELL, REX	WATER RFD AC 02013393		12000488	WATER OVERPAYMENT RFD	04/30/13	230095	50.00-
BRASWELL, REX							
Sum							50.00-
00011 BROWN AND SONS PROPERTY	METER DEP RF 02013406		12000599	METER DEPOSIT REFUND	04/30/13	230098	3.82-
BROWN AND SONS PROPERTY							
Sum							3.82-
00011 BURGE, PATRICIA A	METER DEP RF 02013406		12000583	METER DEPOSIT REFUND	04/30/13	230101	38.82-
BURGE, PATRICIA A							
Sum							38.82-
00011 CARDONA, JORGE LUIS	METER DEP RF 02013395		12000502	METER DEPOSIT REFUND	04/30/13	230105	36.64-
CARDONA, JORGE LUIS							
Sum							36.64-
00011 CARR, BILLY RAY	METER DEP RF 02013402		12000533	METER DEPOSIT REFUND	04/30/13	230107	38.82-
CARR, BILLY RAY							
Sum							38.82-
00011 CHAMPION, ROBERT	METER DEP RF 02013402		12000541	METER DEPOSIT REFUND	04/30/13	230114	38.82-
CHAMPION, ROBERT							
Sum							38.82-
00011 CHANCELLOR, MICHAEL	METER DEP RF 02013402		12000566	METER DEPOSIT REFUND	04/30/13	230115	38.82-
CHANCELLOR, MICHAEL							
Sum							38.82-
00011 CHANDLER, GLENN E	METER DEP RF 02013402		12000554	METER DEPOSIT REFUND	04/30/13	230116	29.10-
CHANDLER, GLENN E							
Sum							29.10-
00011 CHMIEL, ELLEN L	METER DEP RF 02013402		12000523	METER DEPOSIT REFUND	04/30/13	230117	75.00-
CHMIEL, ELLEN L							
Sum							75.00-
00011 COCHRAN, BRYAN	METER DEP RF 02013402		12000514	METER DEPOSIT REFUND	04/30/13	230121	75.00-
COCHRAN, BRYAN							
Sum							75.00-
00011 COMMUNITY CONNECTIONS*	METER DEP RF 02013391		12000480	METER DEPOSIT REFUND	04/30/13	230127	38.82-
COMMUNITY CONNECTIONS*							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							38.82-
00011 COOLHART PROPERTIES 3001	METER DEP RF 02013395		12000496	METER DEPOSIT REFUND	04/30/13	230132	38.82-
COOLHART PROPERTIES 3001 Sum							38.82-
00011 DANTZLER, OYOKO	METER DEP RF 02013391		12000475	METER DEPOSIT REFUND	04/30/13	230140	6.46-
DANTZLER, OYOKO Sum							6.46-
00011 DAVIS, DON D	METER DEP RF 02013402		12000530	METER DEPOSIT REFUND	04/30/13	230142	40.00-
DAVIS, DON D Sum							40.00-
00011 DEVEREAUX, CYNTHIA	METER DEP RF 02013402		12000539	METER DEPOSIT REFUND	04/30/13	230145	29.10-
DEVEREAUX, CYNTHIA Sum							29.10-
00011 DEVEREAUX, LORRI	METER DEP RF 02013402		12000521	METER DEPOSIT REFUND	04/30/13	230146	75.00-
DEVEREAUX, LORRI Sum							75.00-
00011 DIXON, JAMIE	METER DEP RF 02013391		12000474	METER DEPOSIT REFUND	04/30/13	230149	38.82-
DIXON, JAMIE Sum							38.82-
00011 DLS RESIDENTIAL PROPERTI	METER DEP RF 02013402		12000518	METER DEPOSIT REFUND	04/30/13	230151	75.00-
DLS RESIDENTIAL PROPERTI Sum							75.00-
00011 DOSSETT, T E	METER DEP RF 02013406		12000579	METER DEPOSIT REFUND	04/30/13	230153	3.00-
DOSSETT, T E Sum							3.00-
00011 DOTSON, ZACHARY S	METER DEP RF 02013406		12000598	METER DEPOSIT REFUND	04/30/13	230154	38.82-
DOTSON, ZACHARY S Sum							38.82-
00011 EDDIE, RODERICK	WATER RFD AC 02013392		12000486	WATER OVERPAYMENT RFD	04/30/13	230162	17.00-
EDDIE, RODERICK Sum							17.00-
00011 EVANS, ANTHONY T	WATER RFD AC 02013404		12000576	WATER OVERPAYMENT REFUND	04/30/13	230167	1,272.86-
EVANS, ANTHONY T Sum							1,272.86-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 FLOYD, ANDREA	METER DEP RF	02013395	12000497	METER DEPOSIT REFUND	04/30/13	230173	2.64-
FLOYD, ANDREA Sum							2.64-
00011 FLOYD, TIMOTHY	METER DEP RF	02013406	12000602	METER DEPOSIT REFUND	04/30/13	230174	38.82-
FLOYD, TIMOTHY Sum							38.82-
00011 FORD, JOHNNIE	METER DEP RF	02013402	12000561	METER DEPOSIT REFUND	04/30/13	230175	3.82-
FORD, JOHNNIE Sum							3.82-
00011 FRENCH, MICHAEL J	METER DEP RF	02013402	12000545	METER DEPOSIT REFUND	04/30/13	230178	2.64-
FRENCH, MICHAEL J Sum							2.64-
00011 G & C FUNDING	METER DEP RF	02013402	12000525	METER DEPOSIT REFUND	04/30/13	230180	75.00-
G & C FUNDING Sum							75.00-
00011 GILBERT, CAROL A	METER DEP RF	02013391	12000483	METER DEPOSIT REFUND	04/30/13	230191	38.82-
GILBERT, CAROL A Sum							38.82-
00011 GOWER, WILLIAM T	METER DEP RF	02013406	12000578	METER DEPOSIT REFUND	04/30/13	230192	30.00-
GOWER, WILLIAM T Sum							30.00-
00011 GRAHAM, JESSICA	METER DEP RF	02013402	12000547	METER DEPOSIT REFUND	04/30/13	230193	29.10-
GRAHAM, JESSICA Sum							29.10-
00011 GROENDYKE, ROBERT W	METER DEP RF	02013395	12000495	METER DEPOSIT REFUND	04/30/13	230196	55.82-
GROENDYKE, ROBERT W Sum							55.82-
00011 GRUBBS, THOMAS 207	METER DEP RF	02013402	12000543	METER DEPOSIT REFUND	04/30/13	230197	38.82-
GRUBBS, THOMAS 207 Sum							38.82-
00011 GUICE, CHARLES E	METER DEP RF	02013402	12000522	METER DEPOSIT REFUND	04/30/13	230198	75.00-
GUICE, CHARLES E Sum							75.00-
00011 GUO, YIH MEI	METER DEP RF	02013406	12000590	METER DEPOSIT REFUND	04/30/13	230199	38.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GUO, YIH MEI Sum							38.82-
00011 HANDS, SANTANA I	METER DEP RF 02013391		12000485	METER DEPOSIT REFUND	04/30/13	230205	68.82-
HANDS, SANTANA I Sum							68.82-
00011 HESS, GREGORY W	METER DEP RF 02013395		12000500	METER DEPOSIT REFUND	04/30/13	230209	38.82-
HESS, GREGORY W Sum							38.82-
00011 HOUZE, LECIA L	METER DEP RF 02013391		12000469	METER DEPOSIT REFUND	04/30/13	230214	21.14-
HOUZE, LECIA L Sum							21.14-
00011 HUB DEVELOPMENT, LLC	METER DEP RF 02013402		12000565	METER DEPOSIT REFUND	04/30/13	230215	29.74-
HUB DEVELOPMENT, LLC Sum							29.74-
00011 HUNT, SHANNON D	METER DEP RF 02013391		12000467	METER DEPOSIT REFUND	04/30/13	230218	11.42-
HUNT, SHANNON D Sum							11.42-
00011 INSLAW 601	METER DEP RF 02013406		12000588	METER DEPOSIT REFUND	04/30/13	230224	45.12-
INSLAW 601 Sum							45.12-
00011 JOHNSON, KEENON	METER DEP RF 02013391		12000464	METER DEPOSIT REFUND	04/30/13	230234	38.82-
JOHNSON, KEENON Sum							38.82-
00011 JONES, JANICE T	METER DEP RF 02013395		12000504	METER DEPOSIT REFUND	04/30/13	230236	2.64-
JONES, JANICE T Sum							2.64-
00011 KOLINSKY, CAROLYN	METER DEP RF 02013402		12000569	METER DEPOSIT REFUND	04/30/13	230244	3.84-
KOLINSKY, CAROLYN Sum							3.84-
00011 LAMB, SHANNON WILLIAM	METER DEP RF 02013402		12000520	METER DEPOSIT REFUND	04/30/13	230248	75.00-
LAMB, SHANNON WILLIAM Sum							75.00-
00011 LEE, ANJERRICA	METER DEP RF 02013391		12000471	METER DEPOSIT REFUND	04/30/13	230253	38.82-
LEE, ANJERRICA Sum							38.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 LILAC ESTATES 5	METER DEP RF	02013391	12000477	METER DEPOSIT REFUND	04/30/13	230255	38.82-
LILAC ESTATES 5 Sum							38.82-
00011 LINCOLN ROAD INVESTMENT	METER DEP RF	02013402	12000560	METER DEPOSIT REFUND	04/30/13	230256	19.48-
LINCOLN ROAD INVESTMENT Sum							19.48-
00011 LINDEN, PAUL	METER DEP RF	02013395	12000493	METER DEPOSIT REFUND	04/30/13	230257	40.00-
LINDEN, PAUL Sum							40.00-
00011 LOCKHART, MAGGIE D	METER DEP RF	02013391	12000466	METER DEPOSIT REFUND	04/30/13	230259	36.64-
LOCKHART, MAGGIE D Sum							36.64-
00011 LOVE , PAMELA	METER DEP RF	02013402	12000529	METER DEPOSIT REFUND	04/30/13	230260	40.00-
LOVE , PAMELA Sum							40.00-
00011 MACK, SHANNON	METER DEP RF	02013402	12000548	METER DEPOSIT REFUND	04/30/13	230262	2.64-
MACK, SHANNON Sum							2.64-
00011 MAGEE, DONICE	METER DEP RF	02013391	12000462	METER DEPOSIT REFUND	04/30/13	230263	75.00-
MAGEE, DONICE Sum							75.00-
00011 MAIN ST UNITED METH CH	METER DEP RF	02013402	12000526	METER DEPOSIT REFUND	04/30/13	230265	40.00-
MAIN ST UNITED METH CH Sum							40.00-
00011 MANN, ALLEN G	METER DEP RF	02013402	12000557	METER DEPOSIT REFUND	04/30/13	230266	38.82-
MANN, ALLEN G Sum							38.82-
00011 MASSENGALE, PASTY	METER DEP RF	02013395	12000509	METER DEPOSIT REFUND	04/30/13	230267	3.82-
MASSENGALE, PASTY Sum							3.82-
00011 MAYES, HERBERT	METER DEP RF	02013391	12000463	METER DEPOSIT REFUND	04/30/13	230269	3.82-
MAYES, HERBERT Sum							3.82-
00011 MCCLOUD, COREY M	METER DEP RF	02013402	12000558	METER DEPOSIT REFUND	04/30/13	230271	38.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MCCLOUD, COREY M							
Sum							38.82-
00011 MCMAHAN REALTY 25	METER DEP RF 02013402		12000524	METER DEPOSIT REFUND	04/30/13	230273	75.00-
MCMAHAN REALTY 25							
Sum							75.00-
00011 MILL CREEK DR OFFICE	METER DEP RF 02013391		12000479	METER DEPOSIT REFUND	04/30/13	230280	55.15-
MILL CREEK DR OFFICE							
Sum							55.15-
00011 MILLER, DENNIS R	METER DEP RF 02013395		12000507	METER DEPOSIT REFUND	04/30/13	230282	55.82-
MILLER, DENNIS R							
Sum							55.82-
00011 MISSBEHAVIN	METER DEP RF 02013402		12000567	METER DEPOSIT REFUND	04/30/13	230285	55.15-
MISSBEHAVIN							
Sum							55.15-
00011 MONG, ANGELA	METER DEP RF 02013402		12000553	METER DEPOSIT REFUND	04/30/13	230287	38.82-
MONG, ANGELA							
Sum							38.82-
00011 MORRIS MARKETERS	METER DEP RF 02013406		12000581	METER DEPOSIT REFUND	04/30/13	230291	40.00-
MORRIS MARKETERS							
Sum							40.00-
00011 MYERS, JULISA	METER DEP RF 02013391		12000481	METER DEPOSIT REFUND	04/30/13	230301	38.82-
MYERS, JULISA							
Sum							38.82-
00011 MYERS, LATANGELA	METER DEP RF 02013406		12000584	METER DEPOSIT REFUND	04/30/13	230302	40.00-
MYERS, LATANGELA							
Sum							40.00-
00011 NETWORK SERVICES (NSI)	10201490000	02013403	12000574	WATER COLLECTIONS FEES	04/30/13	230309	114.89-
NETWORK SERVICES (NSI)							
Sum							114.89-
00011 NEW GOURMET DELI, LLC	METER DEP RF 02013402		12000559	METER DEPOSIT REFUND	04/30/13	230310	80.15-
NEW GOURMET DELI, LLC							
Sum							80.15-
00011 NEWELL, HAROLAND(A BONDI	METER DEP RF 02013402		12000546	METER DEPOSIT REFUND	04/30/13	230312	55.15-
NEWELL, HAROLAND(A BONDI							
Sum							55.15-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 NEWSOME, ADRIAN L	METER DEP RF	02013391	12000478	METER DEPOSIT REFUND	04/30/13	230313	38.82-
NEWSOME, ADRIAN L Sum							38.82-
00011 NEWTON, AMANDA	METER DEP RF	02013395	12000498	METER DEPOSIT REFUND	04/30/13	230314	34.88-
NEWTON, AMANDA Sum							34.88-
00011 PALMER HEGIHTS 1	METER DEP RF	02013391	12000461	METER DEPOSIT REFUND	04/30/13	230321	75.00-
PALMER HEGIHTS 1 Sum							75.00-
00011 PARKER, JOSEPH B	METER DEP RF	02013406	12000587	METER DEPOSIT REFUND	04/30/13	230322	38.82-
PARKER, JOSEPH B Sum							38.82-
00011 PEARL RIVER OPP	METER DEP RF	02013406	12000594	METER DEPOSIT REFUND	04/30/13	230326	38.82-
PEARL RIVER OPP Sum							38.82-
00011 PEARSON, JADONNE S	METER DEP RF	02013406	12000597	METER DEPOSIT REFUND	04/30/13	230328	38.82-
PEARSON, JADONNE S Sum							38.82-
00011 PEEBLE, BRENDA JOYCE	METER DEP RF	02013406	12000601	METER DEPOSIT REFUND	04/30/13	230329	38.82-
PEEBLE, BRENDA JOYCE Sum							38.82-
00011 PERINE, MICHAEL	METER DEP RF	02013391	12000482	METER DEPOSIT REFUND	04/30/13	230330	5.28-
PERINE, MICHAEL Sum							5.28-
00011 PERKINS, JERRY	METER DEP RF	02013402	12000527	METER DEPOSIT REFUND	04/30/13	230331	40.00-
PERKINS, JERRY Sum							40.00-
00011 PIMM, DAN	METER DEP RF	02013402	12000532	METER DEPOSIT REFUND	04/30/13	230335	38.82-
PIMM, DAN Sum							38.82-
00011 PITTS, LUCAS	METER DEP RF	02013406	12000596	METER DEPOSIT REFUND	04/30/13	230339	17.46-
PITTS, LUCAS Sum							17.46-
00011 PIZZA INN OF HATTIESBURG	METER DEP RF	02013402	12000555	METER DEPOSIT REFUND	04/30/13	230340	130.15-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PIZZA INN OF HATTIESBURG							
Sum							130.15-
00011 POUGH, TAMEKIA L	METER DEP RF	02013391	12000465	METER DEPOSIT REFUND	04/30/13	230341	38.28-
POUGH, TAMEKIA L							
Sum							38.28-
00011 PRESBYTERY OF MISSISSIPP	METER DEP RF	02013402	12000564	METER DEPOSIT REFUND	04/30/13	230344	18.72-
PRESBYTERY OF MISSISSIPP							
Sum							18.72-
00011 RAINER, HELEN	WATER RFD AC	02013392	12000487	WATER OVERPAYMENT RFD	04/30/13	230354	13.82-
RAINER, HELEN							
Sum							13.82-
00011 RAMIREZ, JUSTIN	METER DEP RF	02013402	12000519	METER DEPOSIT REFUND	04/30/13	230355	75.00-
RAMIREZ, JUSTIN							
Sum							75.00-
00011 REGIONS MORTGAGE	METER DEP RF	02013402	12000542	METER DEPOSIT REFUND	04/30/13	230358	38.82-
REGIONS MORTGAGE							
Sum							38.82-
00011 RHODES, CATHERINE	METER DEP RF	02013402	12000562	METER DEPOSIT REFUND	04/30/13	230359	3.82-
RHODES, CATHERINE							
Sum							3.82-
00011 RICHARD, STEPHEN	METER DEP RF	02013406	12000577	METER DEPOSIT REFUND	04/30/13	230361	40.00-
RICHARD, STEPHEN							
Sum							40.00-
00011 ROBERTS, ROBIN	METER DEP RF	02013406	12000582	METER DEPOSIT REFUND	04/30/13	230364	75.00-
ROBERTS, ROBIN							
Sum							75.00-
00011 SAMPLE, ALICIA	METER DEP RF	02013402	12000573	METER DEPOSIT REFUND	04/30/13	230370	38.82-
SAMPLE, ALICIA							
Sum							38.82-
00011 SCHULTING, GINA	METER DEP RF	02013402	12000571	METER DEPOSIT REFUND	04/30/13	230372	2.64-
SCHULTING, GINA							
Sum							2.64-
00011 SHOEMAKER PROPERTIES LLC	METER DEP RF	02013406	12000586	METER DEPOSIT REFUND	04/30/13	230377	55.82-
SHOEMAKER PROPERTIES LLC							
Sum							55.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 SHOEMAKER PROPERTIES 223	METER DEP RF	02013402	12000535	METER DEPOSIT REFUND	04/30/13	230378	38.82-
SHOEMAKER PROPERTIES 223 Sum							38.82-
00011 SHOOK, JONATHAN	METER DEP RF	02013391	12000484	METER DEPOSIT REFUND	04/30/13	230379	40.00-
SHOOK, JONATHAN Sum							40.00-
00011 SIGMA COMPANIES 407	METER DEP RF	02013395	12000494	METER DEPOSIT REFUND	04/30/13	230382	75.00-
SIGMA COMPANIES 407 Sum							75.00-
00011 SMITH, BERTHA (B&G)	WATER RFD AC	02013405	12000575	WATER OVERPAYMENT REFUND	04/30/13	230386	30.47-
SMITH, BERTHA (B&G) Sum							30.47-
00011 SORRELLS, SHAWN P	METER DEP RF	02013402	12000550	METER DEPOSIT REFUND	04/30/13	230388	38.82-
SORRELLS, SHAWN P Sum							38.82-
00011 STUBBS, LAURA M	METER DEP RF	02013402	12000572	METER DEPOSIT REFUND	04/30/13	230406	38.82-
STUBBS, LAURA M Sum							38.82-
00011 SWANN, CALEB O	METER DEP RF	02013402	12000515	METER DEPOSIT REFUND	04/30/13	230407	75.00-
SWANN, CALEB O Sum							75.00-
00011 SWARTZFAGER, PAUL G	METER DEP RF	02013402	12000528	METER DEPOSIT REFUND	04/30/13	230408	40.00-
SWARTZFAGER, PAUL G Sum							40.00-
00011 SYKES, WESLEY	METER DEP RF	02013402	12000544	METER DEPOSIT REFUND	04/30/13	230409	38.82-
SYKES, WESLEY Sum							38.82-
00011 TARBUTTON, TERRY	METER DEP RF	02013402	12000517	METER DEPOSIT REFUND	04/30/13	230410	75.00-
TARBUTTON, TERRY Sum							75.00-
00011 TAYLOR, HEATHER	METER DEP RF	02013402	12000570	METER DEPOSIT REFUND	04/30/13	230411	3.82-
TAYLOR, HEATHER Sum							3.82-
00011 THE FIRST BANK	METER DEP RF	02013391	12000476	METER DEPOSIT REFUND	04/30/13	230414	38.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
THE FIRST BANK Sum							38.82-
00011 THE HOME SELLING TEAM 54	METER DEP RF 02013406		12000593	METER DEPOSIT REFUND	04/30/13	230415	38.82-
THE HOME SELLING TEAM 54 Sum							38.82-
00011 THOMAS, TARRA	METER DEP RF 02013395		12000499	METER DEPOSIT REFUND	04/30/13	230419	2.64-
THOMAS, TARRA Sum							2.64-
00011 TULLOS, DAVID N JR	METER DEP RF 02013402		12000512	METER DEPOSIT REFUND	04/30/13	230428	40.00-
TULLOS, DAVID N JR Sum							40.00-
00011 UNDERWOOD, HEATHER	METER DEP RF 02013402		12000516	METER DEPOSIT REFUND	04/30/13	230431	75.00-
UNDERWOOD, HEATHER Sum							75.00-
00011 VANDIVER, IVER	METER DEP RF 02013402		12000540	METER DEPOSIT REFUND	04/30/13	230436	38.82-
VANDIVER, IVER Sum							38.82-
00011 VARNADO, CAREY	METER DEP RF 02013402		12000549	METER DEPOSIT REFUND	04/30/13	230438	38.82-
VARNADO, CAREY Sum							38.82-
00011 WALKER, MICHAEL	METER DEP RF 02013402		12000551	METER DEPOSIT REFUND	04/30/13	230445	23.32-
WALKER, MICHAEL Sum							23.32-
00011 WELBORN, LEIGH	METER DEP RF 02013395		12000503	METER DEPOSIT REFUND	04/30/13	230456	38.82-
WELBORN, LEIGH Sum							38.82-
00011 WELLS, RAVEN	METER DEP RF 02013402		12000538	METER DEPOSIT REFUND	04/30/13	230457	29.10-
WELLS, RAVEN Sum							29.10-
00011 WESLEY BRELAND REALTOR	METER DEP RF 02013402		12000534	METER DEPOSIT REFUND	04/30/13	230458	2.64-
WESLEY BRELAND REALTOR Sum							2.64-
00011 WEST 7TH ST CENTER(DONUT	METER DEP RF 02013395		12000501	METER DEPOSIT REFUND	04/30/13	230459	55.15-
WEST 7TH ST CENTER(DONUT Sum							55.15-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 WHITESIDE, RUSSELL E	METER DEP RF	02013402	12000563	METER DEPOSIT REFUND	04/30/13	230462	3.82-
WHITESIDE, RUSSELL E Sum							3.82-
00011 WILLIAMS, RODRICK D	METER DEP RF	02013406	12000592	METER DEPOSIT REFUND	04/30/13	230464	38.82-
WILLIAMS, RODRICK D Sum							38.82-
00011 WILLIAMS, VALERIA M	METER DEP RF	02013406	12000580	METER DEPOSIT REFUND	04/30/13	230465	40.00-
WILLIAMS, VALERIA M Sum							40.00-
00011 WOLF, JACK L	METER DEP RF	02013402	12000556	METER DEPOSIT REFUND	04/30/13	230470	2.64-
WOLF, JACK L Sum							2.64-
00011 YOUNG, DENNIS L	METER DEP RF	02013391	12000472	METER DEPOSIT REFUND	04/30/13	230471	38.82-
YOUNG, DENNIS L Sum							38.82-
00011 ZIONS FIRST NATIONAL BAN	METER DEP RF	02013395	12000511	METER DEPOSIT REFUND	04/30/13	230472	40.25-
ZIONS FIRST NATIONAL BAN Sum							40.25-
Sum							6,381.26-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 FORREST CTY DIST ATTY(SE	20% SHARE $3	02013394	12000060	20% SHARE SEIZED CASH	04/30/13	230176	667.20-
FORREST CTY DIST ATTY(SE Sum							667.20-
00019 SACKS OUTDOOR SUPPLY	16537	00131373	12000059	UNIFORMS PAL OFFICERS	04/30/13	230369	1,399.72-
SACKS OUTDOOR SUPPLY Sum							1,399.72-
Sum							2,066.92-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 C & M STRIPING SERVICES	97711	00132335	12000235	PAINT BIKE SYMBOLS VARI STS	04/30/13	230103	3,430.00-
C & M STRIPING SERVICES Sum							3,430.00-
00072 CATERPILLAR FINANCIAL SE	CON#0597687/	02013408	12000232	BACKHOE LEASE PMT DUE 4/29/13	04/23/13	41049	1,086.14-
CATERPILLAR FINANCIAL SE Sum							1,086.14-
00072 DUNN ROADBUILDERS LLC	APPL#2 HARDY	00132855	12000237	CONSTR 3/13 HARDY ST WIDENING	04/30/13	230157	434,362.75-
DUNN ROADBUILDERS LLC Sum							434,362.75-
00072 JACKSON BOWMAN & ARRINGT	52175	00132834	12000236	SERVS 4TH ST PHASE II	04/30/13	230227	925.00-
JACKSON BOWMAN & ARRINGT Sum							925.00-
00072 PEANUTS TOWING SERVICE	62866	00132785	12000234	MOVE VEHICLE 503 RONIE ST	04/30/13	230325	65.00-
PEANUTS TOWING SERVICE Sum							65.00-
00072 PITTMAN,HOWDESHELL,HINTO	HPP-0120-00(	00132797	12000233	LLT GATEWAY/MAIN 6/12-3/13	04/30/13	230338	25,184.43-
PITTMAN,HOWDESHELL,HINTO Sum							25,184.43-
00072 PUCKETT MACHINERY COMPAN	R3825102	00132896	12000238	EXCAVATOR DEBRIS RMVL TORNADO	04/30/13	230347	6,751.75-
PUCKETT MACHINERY COMPAN Sum							6,751.75-
00072 WARREN PAVING INC	810522	00132151	12000231	PAVE/LEVEL CUTOFF FRONTAGE/CCR	04/30/13	230450	30,094.29-
WARREN PAVING INC Sum							30,094.29-
Sum							501,899.36-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 CARQUEST AUTO PARTS STOR	14758-4279	00132554	12000329	REPR PTS VARI BUSES	04/30/13	230106	88.12-
CARQUEST AUTO PARTS STOR							
Sum							88.12-
00073 CITY OF HATTIESBURG FUND	041713	02013401	12000322	TRF 2ND 4/13 PAYROLL	04/17/13	17599	22,571.16-
CITY OF HATTIESBURG FUND							
Sum							22,571.16-
00073 CLARKE POWER SERVICES IN	S108004912:0	00132470	12000323	REPRS U#16761	04/30/13	230118	208.50-
CLARKE POWER SERVICES IN							
Sum							208.50-
00073 DOSSETT PONTIAC CADILLAC	86870	00132182	12000327	REPR PTS U#16759	04/30/13	230152	741.06-
DOSSETT PONTIAC CADILLAC							
Sum							741.06-
00073 ECOLANE USA INC	100113	00132523	12000318	GPS MAINT/SUPPORT YEAR 2	04/30/13	230160	8,675.00-
ECOLANE USA INC							
Sum							8,675.00-
00073 FUELMAN OF MS	BG127044 NP3	00132760	12000326	FUEL 4/2-6 NELMS TRANS MEET	04/30/13	230179	142.69-
FUELMAN OF MS							
Sum							142.69-
00073 G & K SERVICES	1035359180	00132509	12000306	UNIFORMS 3/05 DRIVERS	04/30/13	230188	36.00-
00073 G & K SERVICES	1035361275	00132509	12000307	UNIFORMS 3/12 DRIVERS	04/30/13	230188	36.00-
00073 G & K SERVICES	1035363360	00132509	12000308	UNIFORMS 3/19 DRIVERS	04/30/13	230188	36.00-
00073 G & K SERVICES	1035365483	00132509	12000309	UNIFORMS 3/26 DRIVERS	04/30/13	230188	36.00-
00073 G & K SERVICES	1035359188	00132510	12000310	UNIFORMS 3/05 MECHANICS	04/30/13	230188	8.00-
00073 G & K SERVICES	1035361277	00132510	12000311	UNIFORMS 3/12 MECHANICS	04/30/13	230188	8.00-
00073 G & K SERVICES	1035363362	00132510	12000312	UNIFORMS 3/19 MECHANICS	04/30/13	230188	8.00-
00073 G & K SERVICES	1035365485	00132510	12000313	UNIFORMS 3/26 MECHANICS	04/30/13	230188	8.00-
00073 G & K SERVICES	1035359189	00132511	12000314	MATS 3/05	04/30/13	230188	5.25-
00073 G & K SERVICES	1035361278	00132511	12000315	MATS 3/12	04/30/13	230188	5.25-
00073 G & K SERVICES	1035363363	00132511	12000316	MATS 3/19	04/30/13	230188	5.25-
00073 G & K SERVICES	1035365486	00132511	12000317	MATS 3/26	04/30/13	230188	5.25-
G & K SERVICES							
Sum							197.00-
00073 MS POWER COMPANY	4/13 M TRANS	00201314	12000334	MNTHLY ELEC-MASS TRANSIT	04/30/13	230298	1,325.50-
MS POWER COMPANY							
Sum							1,325.50-
00073 O'REILLY AUTO PARTS	0943-364754	00129892	12000330	BATTERIES U#16234	04/30/13	230316	439.98-
00073 O'REILLY AUTO PARTS	0943-378874	00132418	12000331	BATTERY PARATRANSIT BUS	04/30/13	230316	142.99-
00073 O'REILLY AUTO PARTS	0943-367265	00130398	12000332	MAINT SUPPLIES SHOP	04/30/13	230316	74.51-
O'REILLY AUTO PARTS							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							657.48-
00073 OFFICE DEPOT INC	649123038001	00131604	12000319	OFFICE SUPP/CHAIR	04/30/13	230319	287.38-
00073 OFFICE DEPOT INC	649371294001	00131604	12000320	OFFICE SUPP	04/30/13	230319	83.89-
00073 OFFICE DEPOT INC	650797549001	00131604	12000321	CREDIT INV#649371294001	04/30/13	230319	83.89
00073 OFFICE DEPOT INC	1569140515	00132517	12000324	OFFICE CHAIR	04/30/13	230319	126.09-
OFFICE DEPOT INC							
Sum							413.47-
00073 RYAN MOTORS INC	195748	00132375	12000305	WIPER BLADES U#17382	04/30/13	230368	41.86-
00073 RYAN MOTORS INC	195879	00132651	12000325	REPR PTS U#17899	04/30/13	230368	48.67-
RYAN MOTORS INC							
Sum							90.53-
00073 VERIZON WIRELESS	9703017302	00132883	12000333	GPS SERV 4/11-5/10/13	04/30/13	230440	201.53-
VERIZON WIRELESS							
Sum							201.53-
00073 WATERS INTERNATIONAL TRU	8-231080018	00132532	12000328	WHEEL BUCK FOR BUSES	04/30/13	230454	291.24-
WATERS INTERNATIONAL TRU							
Sum							291.24-
Sum							35,603.28-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 ALAQUA INC	097702R1	00132789	12000071	SERVS USA YEAST PRETREAT PLT	04/30/13	230060	703,740.00-
ALAQUA INC							
Sum							703,740.00-
00075 L & A CONTRACTING CO	APPL#19 S LA	00132787	12000069	CONSTR S LAGOON SLUDGE RNVL	04/30/13	230247	31,661.03-
L & A CONTRACTING CO							
Sum							31,661.03-
00075 LYMAN WELL COMPANY	APPL#1 WTR W	00132856	12000074	SERVS WELL#3 JAMES ST WTR PLT	04/30/13	230261	47,500.00-
LYMAN WELL COMPANY							
Sum							47,500.00-
00075 MAGNOLIA SCIENTIFIC SERV	16430	00132827	12000072	LAB TESTS SOUTH LAGOON SLUDGE	04/30/13	230264	390.00-
00075 MAGNOLIA SCIENTIFIC SERV	16431	00132828	12000073	LAB TESTS SOUTH LAGOON SLUDGE	04/30/13	230264	530.00-
MAGNOLIA SCIENTIFIC SERV							
Sum							920.00-
00075 MERRELL BROS INC	15654	00132788	12000070	CONST 3/13 S LAGN SLUDGE RMVL	04/30/13	230277	990,431.70-
MERRELL BROS INC							
Sum							990,431.70-
Sum							1,774,252.73-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 A D T SECURITY SERVICES/	94645191	00132895	12000274	SECURITY 5/13 CULTURAL CNTR	04/30/13	230052	93.96-
A D T SECURITY SERVICES/ Sum							93.96-
00077 AUTO ARMATURE SERVICE IN	0320	00132674	12000265	ALT/BATTERY U#5591 COMM CTRS	04/30/13	230073	165.90-
AUTO ARMATURE SERVICE IN Sum							165.90-
00077 CARQUEST AUTO PARTS STOR	14758-4059	00132461	12000257	REPR PTS U#11200 COMM CNTRS	04/30/13	230106	33.34-
CARQUEST AUTO PARTS STOR Sum							33.34-
00077 CITY OF HATTIESBURG FUND	041713	02013401	12000256	TRF 2ND 4/13 PAYROLL	04/17/13	36402	19,858.10-
CITY OF HATTIESBURG FUND Sum							19,858.10-
00077 DUNAGIN PEST CONTROL(PRE	8748836	00132698	12000258	SENTRICON SERV CE ROY CNTR	04/30/13	230155	85.00-
DUNAGIN PEST CONTROL(PRE Sum							85.00-
00077 ENDOM TRAILERS	R43655	00131075	12000280	STORAGE UNIT CE ROY TORNADO	04/30/13	230165	100.00-
ENDOM TRAILERS Sum							100.00-
00077 G & K SERVICES	1035365472	00132897	12000275	UNIFORMS 3/26 COMM CNTRS	04/30/13	230188	44.00-
00077 G & K SERVICES	10353267558	00132897	12000276	UNIFORMS 4/02 COMM CNTRS	04/30/13	230188	44.00-
00077 G & K SERVICES	1035369667	00132897	12000277	UNIFORMS 4/09 COMM CNTRS	04/30/13	230188	44.00-
00077 G & K SERVICES	1035371756	00132897	12000278	UNIFORMS 4/16 COMM CNTRS	04/30/13	230188	44.00-
00077 G & K SERVICES	1035373879	00132897	12000279	UNIFORMS 4/23 COMM CNTRS	04/30/13	230188	44.00-
G & K SERVICES Sum							220.00-
00077 HATTIESBURG HIGH SCHOOL	SHERRILL CNT	02013416	12000272	DAMAGE DEPOSIT REFUND	04/30/13	230207	100.00-
HATTIESBURG HIGH SCHOOL Sum							100.00-
00077 HUFCOR INC	018251	00132444	12000267	SERV PARTITION WALL SIGLER CN	04/30/13	230217	1,320.00-
HUFCOR INC Sum							1,320.00-
00077 INNOVATIVE SERVICE SOLUT	20130040	00131855	12000254	AED RPLCMNT PADS COMM CNTRS	04/30/13	230223	323.70-
00077 INNOVATIVE SERVICE SOLUT	20130039	00131885	12000255	AED MAINT COMM CNTRS	04/30/13	230223	525.00-
00077 INNOVATIVE SERVICE SOLUT	20130044	00132553	12000266	AED BATTERIES MCNAIR/SIGLER	04/30/13	230223	1,040.00-
INNOVATIVE SERVICE SOLUT Sum							1,888.70-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00077 IRBY, STUART C CO	S007450204.0	00132229	12000273	ELEC SUPP-LIGHTS-CULTURAL CTR	04/30/13	230225	103.62-
IRBY, STUART C CO Sum							103.62-
00077 JACKSON, LEE GERTHA (REF	SIGLER CNTR	02013416	12000270	RENT REFUND	04/30/13	230229	62.50-
JACKSON, LEE GERTHA (REF Sum							62.50-
00077 JACKSON, ROOSEVELT III	123123(B)	00132637	12000264	PAINT MCNAIR ENT HANDRAIL	04/30/13	230230	1,810.00-
JACKSON, ROOSEVELT III Sum							1,810.00-
00077 MS POWER COMPANY	4/13 COMM CN	00201314	12000268	MNTHLY ELEC-COMM CNTRS	04/30/13	230298	3,195.71-
MS POWER COMPANY Sum							3,195.71-
00077 NOBLES CONTRACTING LLC	PYMT#2 JDS A	00132750	12000262	PYMT#2 JDS AUD FLOOR RENOVA	04/30/13	230315	22,657.50-
NOBLES CONTRACTING LLC Sum							22,657.50-
00077 PEANUTS TOWING SERVICE	59847	00132697	12000259	TOWING VAN/TRUCK SHERRILL CTR	04/30/13	230325	150.00-
PEANUTS TOWING SERVICE Sum							150.00-
00077 PERRY CENTRAL HIGH SCHOO	CULTURAL CNT	02013416	12000271	DAMAGE DEP REFUND	04/30/13	230332	250.00-
PERRY CENTRAL HIGH SCHOO Sum							250.00-
00077 SPECIALTY SERVICES LLC	PYMT #2	00131564	12000260	REPRS CE ROY CNTR TORNADO	04/30/13	230401	90,250.00-
SPECIALTY SERVICES LLC Sum							90,250.00-
00077 TOUCHSTONE MOTOR SALES I	A13332	00132903	12000281	2009 VAN U#19098 COMM CNTRS	04/30/13	230421	8,950.00-
00077 TOUCHSTONE MOTOR SALES I	A07153	00132903	12000282	2008 VAN U#19099 COMM CNTRS	04/30/13	230421	11,150.00-
TOUCHSTONE MOTOR SALES I Sum							20,100.00-
00077 WILLIAMS, ALONZO (REFUND	SIGLER CNTR	02013416	12000269	RENT REFUND	04/30/13	230463	100.00-
WILLIAMS, ALONZO (REFUND Sum							100.00-
00077 WILLMUT GAS & OIL COMPAN	4/13 COMM CN	00201314	12000263	MNTHLY GAS-COMM CNTRS	04/30/13	230466	369.62-
WILLMUT GAS & OIL COMPAN Sum							369.62-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							162,913.95-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 BREAKTHROUGH COMMUNITY S	08	00132684	12000167	506 HALL AVE DRAW #8 FINAL	04/19/13	36419	1,839.20-
BREAKTHROUGH COMMUNITY S Sum							1,839.20-
00082 CARPENTERS HELPER, THE	148	00132682	12000164	541 N 19TH AVE BLUEROOF REPAIR	04/19/13	36417	6,060.50-
CARPENTERS HELPER, THE Sum							6,060.50-
00082 CDM SMITH INC	80455571/5	00132835	12000169	SERVS HCT IMPS 1/27-2/23/13	04/30/13	230110	867.19-
CDM SMITH INC Sum							867.19-
00082 CITY OF HATTIESBURG FUND	041713	02013401	12000156	TRF 2ND 4/13 PAYROLL	04/17/13	36409	8,743.88-
CITY OF HATTIESBURG FUND Sum							8,743.88-
00082 CORLEY, MAUDELL (CDBG)	04-16-13	00132686	12000160	302 HALL REMP RELOC 4/7-5/6/13	04/19/13	36413	650.00-
CORLEY, MAUDELL (CDBG) Sum							650.00-
00082 HOUSING ALTERNATIVES OF	04-04-13	00132689	12000157	701 ;AFAYETTE AVE DRAW 1 FINAL	04/19/13	36410	9,650.00-
00082 HOUSING ALTERNATIVES OF	04-16-13	00132683	12000166	437 MABLE DRAW # 5-8	04/19/13	36418	27,683.51-
HOUSING ALTERNATIVES OF Sum							37,333.51-
00082 PARKER'S LANDSCAPE SERV	PO#132826 4/	00132826	12000170	LAWN MAINT 16 COLLINS STREET	04/30/13	230323	65.00-
PARKER'S LANDSCAPE SERV Sum							65.00-
00082 SEASONED FOODS AND LOUNG	04-16-13	00132687	12000159	800 BOUIE ST COMM REH DRAW2 FI	04/19/13	36412	779.35-
SEASONED FOODS AND LOUNG Sum							779.35-
00082 SMITH'S REMODELING	04-08-13	00132688	12000158	302 HALL AVE CO#1	04/19/13	36411	5,650.00-
00082 SMITH'S REMODELING	03-11-13	00132685	12000168	11 ANNIE CHRISTIE CO#1	04/19/13	36426	475.00-
SMITH'S REMODELING Sum							6,125.00-
Sum							62,463.63-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
INDUSTRIAL PARK DEVELOPMENT							
00087 AREA DEVELOPMENT PARTNER	3118	00132704	12000028	SITE PREP REIMB PROJ LUNAR	04/30/13	230067	6,432.13-
00087 AREA DEVELOPMENT PARTNER	3121	00132705	12000029	REIMB REG ECO DEV ALLIANCE	04/30/13	230068	476.00-
AREA DEVELOPMENT PARTNER Sum							6,908.13-
00087 PARKER'S LANDSCAPE SERV	12912	00132858	12000030	LANDSCAPE MAINT IND PARK	04/30/13	230323	180.00-
PARKER'S LANDSCAPE SERV Sum							180.00-
Sum							7,088.13-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2001 BOND CONSTRUCTION FUND							
00095 H'BURG CONVENTION COMMIS	REPORT #11 Z	00132804	12000001	REIMB FACILITY CONSTR	04/30/13	230202	42,268.48-
H'BURG CONVENTION COMMIS Sum							42,268.48-
Sum							42,268.48-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
K.P.ZOO CAPITAL IMPROVEMENT							
00098 H'BURG CONVENTION COMMIS	REPORT #11 1	00132804	12000006	REIMB EXPNS FACILITY CONSTR	04/30/13	230202	22,074.82-
H'BURG CONVENTION COMMIS Sum							22,074.82-
Sum							22,074.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2010 W&S GO BONDS							
00099 PIERCON INC	APPL #14 NOR	00132786	12000035	FINAL PYMT OF RETAINAGE	04/30/13	230334	55,519.65-
PIERCON INC Sum							55,519.65-
Sum							55,519.65-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	FOOD/BEV TAX	02013399	12000012	FOOD/BEVERAGE TAX 3/13	04/16/13	17597	357,903.68-
H'BURG CONVENTION COMMIS Sum							357,903.68-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02013398	12000011	MOTEL SALES TAX 3/13	04/16/13	17596	42,666.96-
H'BURG TOURISM COMMISSIO Sum							42,666.96-
Sum							400,570.64-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Grand Total Level Sum							5,956,693.73-

MANUAL PAYMENTS

ACCOUNTING TRANSACTION FORM
FOR ACCOUNTS PAYABLE SETTLEMENTS
TO THE CLAIMS FUND
DATE: 04/30/13

ATF#D2013-14

CLAIMS

PAGE 1

COMPUTER ENTRY PAYMENT REMARK: TRF MO/DAY/YR CHECK RUN

PAYABLE FROM	PAY TO THE ORDER OF	VENDOR #	DESCRIPTION	AMOUNT
POOLED	COH-#801	AUTOMATIC FROM POOLED CASH	TRANSFER TO COVER VOUCHERS PAID ON THE **04/30/2013 CHECK RUN**	

CITY OF HATTIESBURG
CLAIMS FUND #801
72106610

#10780

TRF-CLAIMS/TB

POOLED CASH	CLAIM#_____	GENERAL	**01**	001000.0011.00801	1,269,137.96
TRUSTMARK	CLAIM#_____	MASS TRANSIT	**73**	073000.0011.00801	13,899.31
CHECK#					
_____				**CHECK TOTAL**	**1,283,037.27**

TRF-CLAIMS/BM

POOLED CASH	CLAIM#_____	PARKS & REC	**02**	002000.0011.00801	112,858.14
BANCORP	CLAIM#_____	TAX COLLECTORS	**27**	027000.0011.00801	0.00
CHECK#	CLAIM#_____	W&S CONSTRUCTION	**75**	075000.0011.00801	1,774,252.73
_____	CLAIM#_____	COMMUNITY CENTERS	**77**	077000.0011.00801	143,055.85
	CLAIM#_____	IND PARK DEV	**87**	087000.0011.00801	7,088.13
	CLAIM#_____	KP ZOO CAP	**98**	098000.0011.00801	22,074.82
				CHECK TOTAL	**2,059,329.67**

TRF-CLAIMS/CB

POOLED CASH	CLAIM#_____	MUN FIRE PROT	**05**	005000.0011.00801	0.00
COMMUNITY	CLAIM#_____	SPECIAL STREET	**08**	008000.0011.00801	0.00
CHECK#	CLAIM#_____	W&SO&M	**09**	009000.0011.00801	283,366.02
_____	CLAIM#_____	AIRPORT IMPR	**39**	039000.0011.00801	0.00
				CHECK TOTAL	**283,366.02**

CHECK TOTAL **0.00**

NEXT PAGE

MANUAL PAYMENTS

ACCOUNTING TRANSACTION FORM
FOR ACCOUNTS PAYABLE SETTLEMENTS
TO THE CLAIMS FUND
DATE: 04/30/13
COMPUTER ENTRY PAYMENT REMARK: TRF MO/DAY/YR CHECK RUN

ATF#D2013-14

CLAIMS

PAGE 2 PAY TO THE ORDER OF: CLAIMS FUND #801 #10780

NON-POOLED BANK	BANK ACCT #	PAYABLE FROM	FUND	ACCOUNT NUMBER	
BANCORP	60818606	WATER & SEWER	011	011000.0011.00801	6,381.26
		CHECK#_____ CLAIM#_____			
BANCORP	60818598	CDBG-ENTITLEMENTS	082	082000.0011.00801	65.00
		CHECK#_____ CLAIM#_____			
TRUSTMARK	4800128314	DOWNTOWN LIGHTING	090	090000.0011.00801	0.00
		CHECK#_____ CLAIM#_____			
TRUSTMARK	4800127951	TIF CON-TURTLE CRSG	091	091000.0011.00801	0.00
		CHECK#_____ CLAIM#_____			
BANCORP	60818614	01 BOND CONSTR	095	095000.0011.00801	42,268.48
		CHECK#_____ CLAIM#_____			
TRUSTMARK	4800126714	MDB CAPITAL PROJ	096	096000.0011.00801	0.00
		CHECK#_____ CLAIM#_____			
GREAT SOUTHERN	1906252068	POLICE FORFEITURES	019	019000.0011.00801	2,066.92
		CHECK#_____ CLAIM#_____			
THE FIRST	45001393	MUN ROAD & BRIDGE	072	072000.0011.00801	498,513.22
		CHECK#_____ CLAIM#_____			
BANCORP	71075956	'09 WTR METER PROJ	078	078000.0011.00801	0.00
		CHECK#_____ CLAIM#_____			
TRUSTMARK	4800186874	PAYROLL	006	006000.0011.00801	0.00
		CHECK#_____ CLAIM#_____			
THE FIRST	5029418	2010 W&S GO BONDS	099	099000.0011.00801	55,519.65
		CHECK#_____ CLAIM#_____			
				TOTAL OF TRANSFER	$4,230,547.49

ISSUING OFFICIAL _____

ACCOUNTS RECEIVABLE
SETTLEMENT TO CLAIMS FUND
FOR THE **04/30/2013 CHECK RUN**

GENERAL	001	801000.0011.00001	1,269,137.96
MASS TRANSIT	073	.00073	13,899.31
PARKS & REC	002	.00002	112,858.14
TAX COLLECTORS	027	.00027	0.00
W&S CONSTRUCTION	075	.00075	1,774,252.73
COMMUNITY CENTERS	077	.00077	143,055.85
IND PARK DEV	087	.00087	7,088.13
KP ZOO CAP	098	.00098	22,074.82
MUN FIRE PROT	005	.00005	0.00
SPECIAL STREET	008	.00008	0.00
W&SO&M	009	.00009	283,366.02
AIRPORT IMPR	039	.00039	0.00
WATER & SEWER	011	.00011	6,381.26
CDBG-ENTITLEMENTS	082	.00082	65.00
DOWNTOWN LIGHTING	090	.00090	0.00
TIF CON-TURTLE CRSG	091	.00091	0.00
01 BOND CONST	095	.00095	42,268.48
MDB CAPITAL PROJECT	096	.00096	0.00
POLICE FORF	019	.00019	2,066.92
ROAD & BRIDGE	072	.00072	498,513.22
'09 WATER METER PROJ	078	.00078	0.00
PAYROLL	006	.00006	0.00
10 W&S GO BONDS	099	.00099	55,519.65
		801000.0010.BM	**$4,230,547.49**

ACCOUNTS RECEIVABLE
SETTLEMENT TO CLAIMS FUND
FOR THE **04/30/2013 CHECK RUN**

GENERAL	001	801000.0011.00001	1,269,137.96
MASS TRANSIT	073	.00073	13,899.31
PARKS & REC	002	.00002	112,858.14
TAX COLLECTORS	027	.00027	0.00
W&S CONSTRUCTION	075	.00075	1,774,252.73
COMMUNITY CENTERS	077	.00077	143,055.85
IND PARK DEV	087	.00087	7,088.13
KP ZOO CAP	098	.00098	22,074.82
MUN FIRE PROT	005	.00005	0.00
SPECIAL STREET	008	.00008	0.00
W&SO&M	009	.00009	283,366.02
AIRPORT IMPR	039	.00039	0.00
WATER & SEWER	011	.00011	6,381.26
CDBG-ENTITLEMENTS	082	.00082	65.00
DOWNTOWN LIGHTING	090	.00090	0.00
TIF CON-TURTLE CRSG	091	.00091	0.00
01 BOND CONST	095	.00095	42,268.48
MDB CAPITAL PROJECT	096	.00096	0.00
POLICE FORF	019	.00019	2,066.92
ROAD & BRIDGE	072	.00072	498,513.22
'09 WATER METER PROJ	078	.00078	0.00
PAYROLL	006	.00006	0.00
10 W&S GO BONDS	099	.00099	55,519.65
		801000.0010.BM	**$4,230,547.49**

City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, May 7, 2013

10:00 AM

Council Chambers

City Council - Amendments to the Agenda

Amend Policy Agenda Item VI.-2 at the request of the Administration to read as follows:

VI. 2 2013 0212 Adopt an Ordinance for the petition filed by Turtle Creek Development, LLC, to change the zoning designation for a certain property located on the West side of Cross Creek Parkway and lies between W. 4th Street and Hardy Street (Parcel # 051M 11 011, PPIN # 007622, Ward 3), from B 5 (Regional Business) District to R 3 (Multi Family Residential) District. Hattiesburg Planning Commission recommended to APPROVE on April 3, 2013.

Attachments: Cross Creek CC

Ordinance rezone Crosscreek