City of Hattiesburg, MS

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

Meeting Agenda

Tuesday, October 16, 2012

4:30 PM

Council Chambers

City Council

I. Call to Order

II. Call to Prayer and Pledge of Allegiance

III. Agenda Order

V. PRESENTATION AGENDA

VI. POLICY AGENDA

VI.-1 2012-1201

Adopt Resolution for final approval of the Motor Vehicle Assessment Schedule for the Fiscal Year 2012-2013, and authorize publication of same.

Attachments: Motor Veh Resolution to adopt

Executed Motor Vehicle FY12-13 RES 2012-115

VI.-2 2012-0036

Adopt Resolution setting Public Hearing before City Council on Monday, November 19, 2012 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Attachments: 13 Prop.to Set PH MEMO 11-19-12 NH

OCTOBER PH RESOLUTION

Executed Resol set hearing res 2012-119

VI.-3 2012-1250

Adopt a Resolution authorizing Requisition No. 8 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.8

Executed Resol.req.8 res 2012-117

VI.-4 2012-1251

Adopt a Resolution authorizing Requisition No. 9 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.9

Executed Req. 9 res2012-118

VI.-5 2012-1225

Adopt resolution declaring surplus certain vehicles(per attached list) and authorize the sale of said vehicles at auction.

Attachments: Surplus Vehicles for auction and memo.

Executed Resol.declaring surplus res 2012-119

VI.-6 2012-1262

Approve the purchase of the Citizen Participation Suite module of the Legistar softwarefrom MCCi at $6000.00 annually as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972.

VI.-7 2012-1228

Approve change order with D & M Clark Construction, LLC for the Mineral Creek Bank Stabilization project to remove the need for mechanical stabilization of the Northern slope as it was found to have adequate strength in its existing condition; Authorize Mayor to execute said change order in triplicate.

Attachments: Change Order No. 1

Executed change order

VI.-8 **2012-1196**

Authorize Mayor to execute Contract Amendment with Alaqua, Inc. for the USA Yeast Sewer Pre-Treatment Improvements project to accelerate the delivery date for the Evaporator Equipment 320 days, and thereby reduce the total contract cost by $405,250.00; Authorize issuance of manual check for downpayment on equipment.

Attachments: Downpayment Inv # 097701R1

Contract Amendment_1 - Alaqua

VI.-9 2012-1257

Authorize the Mayor and City Clerk to execute Certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2012.

Attachments: Municipal Questionnaire

VI.-10 **2012-1245**

Authorize Mayor to rescind contract with AT&T for metro ethernet approved at Minute Book 2012-1/137-138 and to execute letter of Agreement for services with Megagate for metro ethernet & bonded T1 network connections for all city department in the amount of $12,560.00 per month.

Attachments: service application megagate.pdf

VI.-11 2012-1253

Approve Commercial Rehabilitation Assistance Award to Fireplace and Stone Center of 1505 North Main Street, Timothy Brewer, Owner, in an amount not to exceed $2,000 and authorize the Mayor to execute Subrecipient Agreement in connection with the same. {Entitlements}

Attachments: Commercial Rehab Agreement - Fireplace and Stone Center

Exhibit A - Fireplace and Stone Center

executed Commercial Rehab Agreement - Fireplace and Stone Center

VI.-12 2012-1252

Approve Commercial Rehabilitation Assistance Award to Trucks Unlimited of 1507 North Main Street, James Creel, Owner, in an amount not to exceed $2,000 and authorize the Mayor to execute Subrecipient Agreement in connection with the same. {Entitlements}

Attachments: Commercial Rehab Agreement - Trucks Unlimited

Exhibit A - Trucks Unlimited

executed Commercial Rehab Agreement - Trucks Unlimited

VI.-13 **2012-1254**

Approve Commercial Rehabilitation Assistance Award to Domestic Abuse Family Shelter of 912 North Main Street, Becky Sims, Director, in an amount not to exceed $2,000 and authorize the Mayor to execute Subrecipient Agreement in connection with the same. {Entitlements}

Attachments: Commercial Rehab Agreement - Domestic Abuse Family Shelter

Exhibit A - Domestic Abuse Family Shelter

VI.-14 2012-1221

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Maudell Corley of 302 Hall Avenue in an amount not to exceed $50, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Attachments: COHCD Contractor & M. Corley Agreement 10.01.12

(3)executed COHCD Contractor & M. Corley Agreement 10.01.12

Grant Agreement - M. Corley ($25K+) 10.01.12

(3)executed Grant Agreement - M. Corley ($25K+) 10.01.12

VI.-15 2012-1222

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Joyce Bennett of 1507 Pecan Drive in an amount not to exceed $50, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Attachments: COHCD Contractor & J. Bennett Agreement 10.01.12

(3) executed COHCD Contractor & J. Bennett Agreement 10.01.12

Grant Agreement - J. Bennett ($25K+) 10.01.12

(3) executed Grant Agreement - J. Bennett ($25K+) 10.01.12

VI.-16 2012-1224

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to LaFonda West & Sandra Grubbs of 701 LaFayette Avenue in an amount not to exceed $5, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Attachments: COHCD Contractor & L. West-S. Grubbs Agreement 10.01.12

executed COHCD Contractor & L. West-S. Grubbs Agreement 10.01.12

Grant Agreement - L. West & S. Grubbs ($10K-) 10.01.12

executed Grant Agreement - L. West & S. Grubbs ($10K-) 10.01.12

VII. ROUTINE AGENDA

VII.-1 2012-1238

Authorize Mayor to execute annual maintenance agreement with R.J. Young Co. for copier in City Hall, 2nd floor/City Clerk's Office.

Attachments: RJ Young

VII.-2 2012-1246

Authorize Mayor to execute yearly maintenance agree with Deltacom for City Hall, Police Department, Police Academy, & Train Depot

Attachments: City of Hattiesburg - Police Academy PMA - 2012-1013.pdf
City of Hattiesburg - Police Dept PMA - 2012-1013.pdf
City of Hattiesburg - Train Depot PMA 2012-2013.pdf
City of Hattiesburg - City Hall PMA 2012-2013.pdf
Executed agrr.Deltacom

VII.-3 2012-1258

Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2012 and authorize publication of same.

Attachments: Solid Waste Revenue & Expense

VII.-4 2012-1260

Acknowledge receipt of State Homeland Security Grant Program Award, Grant No. 11HS205T in the amount of $10,800 and Grant No. S11HS205T in the amount of $2500; authorize acceptance and execution of Grant Recipient Agreement.

Attachments: Homeland Security Grant Award 11HS205T & 11HS205T
Grant agreement
Executed grant

VII.-5 2012-1230

Acknowledge receipt of complete Insurance Service Office Form AW-214 and progress report, for the CIty of Hattiesburg's annual re-certification for the FEMA Community Rating System Program due September, 2012 (permanent copy with all exhibits on file in the City Clerk's Office).

Attachments: 2012 FEMA CRS Recertification

VII.-6 2012-1226

Acknowledge receipt of a permanent utility easement crossing a portion of Forrest County Tax Parcel No. 2-040K-31-001.00 from Land Management, Ltd., for the Veterans Boulevard Water Connector project.

Attachments: Land Management Easement-Parcel 1

VII.-7 2012-1218

Acknowledge receipt of three permanent utility easements from David M. Cox, Inc. crossing a portion of Forrest County Tax Parcel 2-040E-30-022.00, and Lamar County Tax Parcels 057H-25-002.00 and 057H-25-006.00, for the Veterans Boulevard Water Connector project.

Attachments: David Cox Easement-Parcel 2

David Cox Easement-Parcel 6

David Cox Easement-Parcel 22

VII.-8 2012-1216

Acknowledge receipt of one check totaling $497.20 from the State of Mississippi to the Hattiesburg Police Department, and authorize money to be placed in the Hattiesburg Police Department Forfeiture Fund.

Attachments: Scan_Doc0016

VII.-9 2012-1229

Acknowledge donation from Frat House Hattiesburg LLC, in the amount of Three Hundred Dollars and zero cents ($300.00) to the City of Hattiesburg Fire Department
to be placed in the Municipal Fire Protection fund to purchase fire protection equipment, etc.

Attachments: Frat House Donation 2012

Frat House Donation 2012

VII.-10 2012-1227

Acknowledge receipt of 2011-2012 Expenditure Report from SMAA for Ceramics Program

Attachments: 2012 SMAA Expenditures

VII.-11 2012-1242

Approve Specifications and Authorize Publication of Advertisement for Term Bid Items #13 - Sodium Fluorasilicate and #14 - Sodium Fluoride for the Hattiesburg Water Department for the period beginning November 21, 2012.

Attachments: 10-16-Advertise Water Term Bids 13,14.pdf

executed 10-16-Advertise Water Term Bids 13,14

VII.-12 2012-1241

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #36 - Asphalt (Hot Mix) and Sand Asphalt for the Hattiesburg Public Services Department for the period beginning November 21, 2012.

Attachments: 10-16-Advertise PS Term Bid 36.pdf

executed 10-16-Advertise PS Term Bid 36

VII.-13 2012-1240

Rescind Term Bid for Sports Shirts for the Hattiesburg Police Department awarded to At Work Uniforms and McCain Uniforms and recorded as Minute Book #2012-1/203 due to the Specifications regarding embroidery being unclear; Approve Revised Specifications and Authorize Publication of Advertisement for Sports Shirts for the Hattiesburg Police Department for the period beginning November 21, 2012.

Attachments: 10-16-Rescind and Advertise HPD Sports Shirts.pdf

executed 10-16-Rescind and Advertise HPD Sports Shirts

VII.-14 2012-1239

Approve Specifications for Chain Park Portable Restroom Facility, and Authorize advertisement for bids for same.

Attachments: Chain Park Portable Restroom Specs

executed Chain Park Portable Restroom Specs

VII.-15 2012-1234

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

Attachments: New License.Sept

Renewal Pl.Sept

PL.Sept

VII.-16 2012-1248

Approve sale of grave spaces per attached memo.

Attachments: Cemetery Deeds- 10-16-12

Executed graves

VII.-17 2012-1204

Acknowledge and approve the issuance of corrected cemetery deed to Louis R & Debbie Brown.

Attachments: Corrected Deed-Brown

Executed.corrected deed

VII.-18 2012-1237

Acknowledge Proofs of Publication for the month of September 2012.

Attachments: Proof of Pub for Sept 2012

VII.-19 2012-1256

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

Attachments: MEMORANDUM-Manual Checks-HOME

Supporting Docs - HOME

VII.-20 2012-1255

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

Attachments: MEMORANDUM-Manual Checks-CDBG

Supporting Docs - CDBG

VII.-21 2012-1249

Approve claims docket for the period ending October 12, 2012.

Attachments: Claims Docket-10-16-12

ADDENDUM 10.16.12

City of Hattiesburg, MS

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

Master

File Number: 2012-1201

File ID:	2012-1201	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	09/26/2012
Brief Title:	Adopt Resolution for Motor Vehicle Assessment Schedule			**Final Action:**	10/16/2012
				Minute Book Number:	MB 2012-1/365

Title:

Adopt Resolution for final approval of the Motor Vehicle Assessment Schedule for the Fiscal Year 2012-2013, and authorize publication of same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Motor Veh Resolution to adopt, Executed Motor Vehicle FY12-13 RES 2012-115	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Marilyn Schwandt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt Resolution for final approval of the Motor Vehicle Assessment Schedule for the Fiscal Year 2012-2013, and authorize publication of same.

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

TEL-No Vote: 0

Text of Legislative File 2012-1201

Title
Adopt Resolution for final approval of the Motor Vehicle Assessment Schedule for the Fiscal Year 2012-2013, and authorize publication of same.

Summary

Budget Information

Expenditure Type

Purchasing Item
[

Publication Information
Publish one (1) time

RESOLUTION

FINAL APPROVAL OF MOTOR VEHICLE ASSESSMENT
SCHEDULE FOR FISCAL YEAR 2012-2013

WHEREAS, on September 18, 2012, the Mayor and Council of the City of Hattiesburg, Mississippi, in accordance with the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 473 of the Laws of 1960, otherwise designated as Sections 27-51-1 through 27-51-49, inclusive, of the Mississippi Code of 1972, Annotated as Amended, considered the Motor Vehicle Assessment Schedule adopted by the Mississippi State Tax Commission for the fiscal year 2012-2013 by Order appearing in Minute Book 2012-1 at page(s)326 as the motor vehicle assessment schedule for the City of Hattiesburg, Mississippi, subject to any objections filed by any interested taxpayer; and

WHEREAS, the Mayor and Council of said City find, determine and adjudge that they have heretofore given and caused to be published in the Hattiesburg American, a newspaper published in the City of Hattiesburg and having a general circulation therein, a Certified Copy of the Order adopting said Schedule; and

WHEREAS, the Mayor and Council of the City do further find, determine and adjudge that the Proof of Publication of the aforesaid Notice to Taxpayers has been received and filed with the City Clerk and is now on file in the clerk's office; and

WHEREAS, the time having arrived for hearing all written protest to said motor vehicle assessment schedule, and the Mayor and Council do now find, determine and adjudge that no protests or objections have been filed as appearing Minute Book 2012-1 at page(s) 326.

NOW**, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Hattiesburg, Mississippi that the said Motor Vehicle Assessment Schedule of the City of Hattiesburg for the fiscal year 2012-13, as provided by Section 27-51-1 through 27-51-49, inclusive, Mississippi Code of 1972, Annotated as Amended.

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 vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 16th day of October, 2012.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of October , 2012.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

RESOLUTION

FINAL APPROVAL OF MOTOR VEHICLE ASSESSMENT
SCHEDULE FOR FISCAL YEAR 2012-2013

WHEREAS, on September 18, 2012, the Mayor and Council of the City of Hattiesburg, Mississippi, in accordance with the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 473 of the Laws of 1960, otherwise designated as Sections 27-51-1 through 27-51-49, inclusive, of the Mississippi Code of 1972, Annotated as Amended, considered the Motor Vehicle Assessment Schedule adopted by the Mississippi State Tax Commission for the fiscal year 2012-2013 by Order appearing in Minute Book 2012-1 at page(s)326 as the motor vehicle assessment schedule for the City of Hattiesburg, Mississippi, subject to any objections filed by any interested taxpayer; and

WHEREAS, the Mayor and Council of said City find, determine and adjudge that they have heretofore given and caused to be published in the Hattiesburg American, a newspaper published in the City of Hattiesburg and having a general circulation therein, a Certified Copy of the Order adopting said Schedule; and

WHEREAS, the Mayor and Council of the City do further find, determine and adjudge that the Proof of Publication of the aforesaid Notice to Taxpayers has been received and filed with the City Clerk and is now on file in the clerk's office; and

WHEREAS, the time having arrived for hearing all written protest to said motor vehicle assessment schedule, and the Mayor and Council do now find, determine and adjudge that no protests or objections have been filed as appearing Minute Book 2012-1 at page(s) 326.

NOW, **THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Hattiesburg, Mississippi that the said Motor Vehicle Assessment Schedule of the City of Hattiesburg for the fiscal year 2012-13, as provided by Section 27-51-1 through 27-51-49, inclusive, Mississippi Code of 1972, Annotated as Amended.

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

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

The President thereby declared the motion carried and the Resolution adopted, this the 16th day of October, 2012.

(SEAL)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of October, 2012.

ATTEST: APPROVED:

CITY CLERK MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2012-0036

File ID:	2012-0036	**Type:**	Resolution	**Status:**	Passed
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	10/09/2012
Brief Title:	11-19-12 Public Hearing, Unsafe Properties			**Final Action:**	10/16/2012
				Minute Book Number:	MB 2012-1365

Title:

Adopt Resolution setting Public Hearing before City Council on Monday, November 19, 2012 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	13 Prop.to Set PH MEMO 11-19-12 NH, OCTOBER PH RESOLUTION, Executed Resol set hearing res 2012-119	**Enactment Number:**	
Contact:	601-554-1021	**Meeting Date:**	10/16/2012
Drafter:	Nickie Hampton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	10/16/2012					
2	City Council	10/16/2012	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt Resolution setting Public Hearing before City Council on Monday, November 20, 2012 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

ΓEL-No Vote: 0

Text of Legislative File 2012-0036

Title

Adopt Resolution setting Public Hearing before City Council on Monday, November 19, 2012 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Summary

11-19-12 Public Hearing, Unsafe Properties

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City Council

FROM: Wiley Quinn, Jr., Code Enforcement Manager

DATE: October 9, 2012

RE: Public Hearing (November 19, 2012)

Hold Public Hearing to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Case:	Address:	Parcel #:	Violation(s)	Ward(s)
1.	1302 Elizabeth Ave	43-696-8-12	ABX2,DBX2,OGL,T&L	2
2.	1304 Elizabeth Ave	43-696-8-11	AB, DB, OGL, T&L	2
3.	1306 Elizabeth Ave	43-696-8-10	AB, DB, OGL, T&L	2
4.	1308 Elizabeth Ave	43-696-8-9	AB, DB, OGL, T&L	2
5.	509 New Orleans St	34-444-35-2	AB, DB, OGL, T&L	2
6.	803 New Orleans St	34-992-11-15	AB, DB, AV	2
7.	5132 Hwy 42	18-916-1-17	AB, DB, OGL, T&L	2
8.	103 Independence Ave	30-392-2-2	AB, DB, OGL, T&L	5
9.	704 Mobile St	34-992-7-1	AB, DB, OGL, T&L	2
10.	1215 Dewey St	33-536-3-7	AB, DB, OGL, T&L	2
11.	812 E. 7th St	34-264-4-5	AB, DB, OGL, T&L	2
12.	912 Atlanta St	34-992-10-6	AB, DB, OGL, T&L	2
13.	Short 7th St	34-348-4-29	AB, DB, OGL, T&L	2

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898
(601) 554-1027

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

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

CASE #:	ADDRESS:	PARCEL NUMBER:	WARD:
1.	1302 Elizabeth Ave.	43-696-8-12	2
2.	1304 Elizabeth Ave.	43-696-8-11	2
3.	1306 Elizabeth Ave.	43-696-8-10	2
4.	1308 Elizabeth Ave.	43-696-8-9	2
5.	509 New Orleans St.	34-444-35-2	2
6.	803 New Orleans St.	34-992-11-15	2
7.	5132 Hwy 42	18-916-1-17	2
8.	103 Independence Ave	30-392-2-2	5
9.	704 Mobile St.	34-992-7-1	2
10.	1215 Dewey St.	33-536-3-7	2
11.	812 E. 7th St.	34-264-4-5	2
12.	912 Atlanta St.	34-992-10-6	2
13.	Short 7th St.	34-348-4-29	2

Are in such a state of uncleanliness so as to be a menace to the health and safety of the community; and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owner of the above described properties be notified, as provided by law, of a hearing to be held by

the City Council in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, at 4:00p.m. On Monday, November 19, 2012, to determine whether or not the above-described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

The above and foregoing Resolution, 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: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this, the 16th day of October, A.D., 2012.

(SEAL)

ATTEST:	ADOPTED:
_____	_____
CLERK OF COUNCIL	PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor this, the 16th day of October, A.D., 2012.

ATTEST:	ADOPTED:
_____	_____
CITY CLERK	MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898
(601) 554-1027

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

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

CASE #:	ADDRESS:	PARCEL NUMBER:	WARD:
1.	1302 Elizabeth Ave.	43-696-8-12	2
2.	1304 Elizabeth Ave.	43-696-8-11	2
3.	1306 Elizabeth Ave.	43-696-8-10	2
4.	1308 Elizabeth Ave.	43-696-8-9	2
5.	509 New Orleans St.	34-444-35-2	2
6.	803 New Orleans St.	34-992-11-15	2
7.	5132 Hwy 42	18-916-1-17	2
8.	103 Independence Ave	30-392-2-2	5
9.	704 Mobile St.	34-992-7-1	2
10.	1215 Dewey St.	33-536-3-7	2
11.	812 E. 7th St.	34-264-4-5	2
12.	912 Atlanta St.	34-992-10-6	2
13.	Short 7th St.	34-348-4-29	2

Are in such a state of uncleanliness so as to be a menace to the health and safety of the community; and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owner of the above described properties be notified, as provided by law, of a hearing to be held by

the City Council in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, at 4:00p.m. On Monday, November 19, 2012, to determine whether or not the above-described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

YEAS: Bradley
Carroll
Ware
Naylor

NAYS: None

ABSENT: Delgado

The President thereby declared the motion carried and the Resolution adopted this, the 16th day of October, A.D., 2012.

(SEAL)
ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor this, the 16th day of October, A.D., 2012.

ATTEST:

CITY CLERK

ADOPTED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2012-1250

File ID:	2012-1250	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/09/2012
Brief Title:	Project Resolution Requisition No. 8 - 2012 Bonds			**Final Action:**	10/16/2012
				Minute Book Number:	

Title:

Adopt a Resolution authorizing Requisition No. 8 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.8, Executed Resol.req.8 res 2012-117	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution authorizing Requisition No. 8 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

TEL-No Vote: 0

Text of Legislative File 2012-1250

Title

Adopt a Resolution authorizing Requisition No. 8 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. 8 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. 8 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. 8 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. 8 from the Project Fund Construction Account under the Loan in the total aggregate amount of $143,107.65 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 8 from the Project Fund Construction Account under the Loan in the total aggregate amount of One hundred forty-three thousand one hundred seven and 65/100 dollars ($143,107.65) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 8 in the total aggregate amount of One hundred forty-three thousand one hundred seven and 65/100 dollars ($143,107.65) 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 16th day of October, 2012.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of October, 2012.

_____ _____

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.: **8**

DATE OF REQUISITION: **10/16/2012**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purchase Order #	Purpose of Payment
1.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.23	$ 11,759.06	17128	127560	Construction Management of COMSWIP Water System Expansion on WSF Tatum Blvd & Bonhomie Rd for the period 6/26/12-8/25/12. MB 2011-4/89-110
2.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.18	$ 13,655.00	17121	127552	Construction Management of water system rehabilitation at Country Club area for period 7/26/12 - 8/25/12. MB 2007-5/509-512 & MB 2011-4/89-110
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.50	$ 113,193.59	17098	127577	Design Services for Sewer Improvements Phase II for period 7/29/12 - 8/25/12. MB 2011-4/89-110
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.51	$ 4,500.00	17093	127551	Design Services for Sewer Improvements Phase IV for period 7/22/12 - 8/25/12. MB 2011-4/89-110
			$ 143,107.65			

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 09/24/12

PO No. - 127560

Req No. - 138219

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# sewer/water bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: BONHOMIE ROAD WATER LINE EXTENSION

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.23	CONSTRUCTION MGMT Project: Bonhomie Road Water line extension Period: 6/26/12 - 8/25/12 Invoice 17128 Utilize credit memo 16897 in the amount of $1463.44	1.00	EA	11,759.0600	11,759.06

TOTAL CONTRACT AMOUNT NOT TO EXCEED 11,759.06

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138219
PO 127560

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

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

September 20, 2012
Project No: 1214-W6.001
Invoice No: 17128

RECEIVED 9/20/12

Manager Nicholas Connolly

Project 1214-W6.001 Bonhomie Road Waterline Extension

Professional Services for the Period:June 26, 2012 to August 25, 2012

Phase CM CONSTRUCTION MANAGEMENT

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Phillips, Michael	118.50	85.00	10,072.50	
PROJECT ENGINEER				
McNease, Shea	8.00	150.00	1,200.00	
Wallace, Kyle	13.00	150.00	1,950.00	
Totals	139.50		13,222.50	
Total Labor				**13,222.50**
			TOTAL	**$13,222.50**

Phase DD Design

Construction Cost	307,664.90
% of Construction Cost	9.00
Total Fee	27,689.84

Billing Phase	% of Total Fee	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Design Phase Services	100.00	27,689.84	100.00	27,689.84	27,689.84	0.00
		Totals		27,689.84	27,689.84	0.00
		Total Fee				**0.00**

Additional Fees

Credit for Previously Billed	-1,463.44	
Total Additional Fees	**-1,463.44**	**-1,463.44**
TOTAL		**-$1,463.44**

$11,759.06

APPROVED FOR PAYMENT
DATE 9/24/12
SIGNATURE

094695.1245.23
MB 2011-4189-110 ENTERED

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

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

April 18, 2012
Project No: 1214-W6.001
Invoice No: 16897

Manager Nicholas Connolly

Project 1214-W6.001 Bonhomie Road Waterline Extension

Professional Services for the Period:April 01, 2012 to April 30, 2012

Phase DD Design

Construction Cost	307,664.90
% of Construction Cost	9.00
Total Fee	27,689.84

Billing Phase	% of Total Fee	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Design Phase Services	100.00	27,689.84	100.00	27,689.84	0.00	27,689.84
		Totals		27,689.84	0.00	27,689.84
		Total Fee				**27,689.84**

Additional Fees

Credit for Previously Billed	-29,153.28	
Total Additional Fees	**-29,153.28**	**-29,153.28**
TOTAL		~~**-$1,463.44**~~
		-$1,463.44

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 09/24/12

PO No. - 127552

Req No. - 138217

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2007-5/509-512
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: COUNTRY CLUB AREA WATER REHAB

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.18	CONSTRUCTION MGMT Project: Country Club Area Water Rehab Period: 7/26/12 - 8/25/12 Invoice 17121	1.00	EA	13,655.0000	13,655.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 13,655.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138217

PO 127552

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

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

September 19, 2012
Project No: 1242.001
Invoice No: 17121

RECEIVED 9/20/12

Manager Shea McNease

Project 1242.001 Water System Rehab at Hattiesburg Country Club Area

Professional Services for the Period:July 26, 2012 to August 25, 2012

Phase CM CONSTRUCTION MANAGEMENT

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Tingle, William	128.00	85.00	10,880.00	
Project Engineer				
McNease, Shea	8.00	150.00	1,200.00	
Wallace, Kyle	10.50	150.00	1,575.00	
Totals	146.50		13,655.00	
Total Labor				**13,655.00**
			TOTAL	**$13,655.00**
				$13,655.00

APPROVED FOR PAYMENT
DATE 9/24/12
SIGNATURE

094695.7245.18

MB 2007-5/509-512

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 09/24/12

PO No. - 127577

Req No. - 138230

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# sewer/water bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: COMSWIP SEWER PHASE II

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7220.50	DESIGN SVCS Project: COMSWIP Sewer Phase II Period: 7/29/12 - 8/25/12 Invoice: 17098	1.00	EA	113,193.5900	113,193.59

TOTAL CONTRACT AMOUNT NOT TO EXCEED 113,193.59

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138230
PO 127577

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

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

September 04, 2012
Project No: 1273-S002
Invoice No: 17098

Manager Kyle Wallace

Project 1273-S002 Comprehensive Sewer Improvements - Ph II

Professional Services for the Period:July 29, 2012 to August 25, 2012

Construction Cost	1,692,234.28
% of Construction Cost	9.00
Total Fee	152,301.09

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

Additional Fees

Credit for Previous Billings					-39,107.50	
Total Additional Fees					**-39,107.50**	**-39,107.50**
						$113,193.59

APPROVED FOR PAYMENT
DATE 9/24/12
SIGNATURE [signature]

094695. 7220.50 ENTERED
MB 2011-4/89-110

FAXED
9/24/12

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 09/24/12

PO No. - 127551

Req No. - 138215

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: LINING OF 4TH STREET SEWER LINES

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7220.51	PROFESSIONAL SVCS Project: Lining 4th Street Sewer Lines Period: 7/22/12 - 8/25/12 Invoice 17093	1.00	EA	4,500.0000	4,500.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 4,500.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138215
PO 127551

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

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

September 04, 2012
Project No: 1273-S004
Invoice No: 17093

Manager John Weeks
Project 1273-S004 Comprehensive Sewer Imp. Ph IV Line 4th Street Sewer Lines.

Professional Services for the Period:July 22, 2012 to August 25, 2012

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Weeks, John	30.00	150.00	4,500.00	
Totals	30.00		4,500.00	
Total Labor				**4,500.00**
				$4,500.00

APPROVED FOR PAYMENT
DATE
SIGNATURE

094695: 7220.51
MB 2011-4/89-110

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

(1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
(3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of 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. 8 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member Carroll offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 8 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. 8 from the Project Fund Construction Account under the Loan in the total aggregate amount of $143,107.65 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 8 from the Project Fund Construction Account under the Loan in the total aggregate amount of One hundred forty-three thousand one hundred seven and 65/100 dollars ($143,107.65) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 8 in the total aggregate amount of One hundred forty-three thousand one hundred seven and 65/100 dollars ($143,107.65) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley
Carroll
Ware
Naylor

NAYS: None

ABSENT: Delgado

The President thereby declared the motion carried and the resolution adopted, this the 16th day of October, 2012.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of October, 2012.

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.: **8**

DATE OF REQUISITION: **10/16/2012**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purchase Order #	Purpose of Payment
1.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.23	$ 11,759.06	17128	127560	Construction Management of COMSWIP Water System Expansion on WSF Tatum Blvd & Bonhomie Rd for the period 6/26/12-8/25/12. MB 2011-4/89-110
2.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.18	$ 13,655.00	17121	127552	Construction Management of water system rehabilitation at Country Club area for period 7/26/12 - 8/25/12. MB 2007-5/509-512 & MB 2011-4/89-110
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.50	$ 113,193.59	17098	127577	Design Services for Sewer Improvements Phase II for period 7/29/12 - 8/25/12. MB 2011-4/89-110
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.51	$ 4,500.00	17093	127551	Design Services for Sewer Improvements Phase IV for period 7/22/12 - 8/25/12. MB 2011-4/89-110
			$ 143,107.65			

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 09/24/12

PO No. - 127560

Req No. - 138219

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# sewer/water bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: BONHOMIE ROAD WATER LINE EXTENSION

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.23	CONSTRUCTION MGMT Project: Bonhomie Road Water line extension Period: 6/26/12 - 8/25/12 Invoice 17128 Utilize credit memo 16897 in the amount of $1463.44	1.00	EA	11,759.0600	11,759.06

TOTAL CONTRACT AMOUNT NOT TO EXCEED 11,759.06

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138219
PO 127560

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

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

September 20, 2012
Project No: 1214-W6.001
Invoice No: 17128

RECEIVED 9/20/12

Manager Nicholas Connolly

Project 1214-W6.001 Bonhomie Road Waterline Extension

Professional Services for the Period:June 26, 2012 to August 25, 2012

Phase CM CONSTRUCTION MANAGEMENT

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Phillips, Michael	118.50	85.00	10,072.50	
PROJECT ENGINEER				
McNease, Shea	8.00	150.00	1,200.00	
Wallace, Kyle	13.00	150.00	1,950.00	
Totals	139.50		13,222.50	
Total Labor				**13,222.50**
			TOTAL	**$13,222.50**

Phase DD Design

Construction Cost	307,664.90
% of Construction Cost	9.00
Total Fee	27,689.84

Billing Phase	% of Total Fee	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Design Phase Services	100.00	27,689.84	100.00	27,689.84	27,689.84	0.00
		Totals		27,689.84	27,689.84	0.00
		Total Fee				**0.00**

Additional Fees

Credit for Previously Billed	-1,463.44	
Total Additional Fees	**-1,463.44**	**-1,463.44**
	TOTAL	**-$1,463.44**

$11,759.06

APPROVED FOR PAYMENT
DATE 9/24/12
SIGNATURE

094695. 7245.23
MB 2011-4/89- 110 ENTERED

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

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

April 18, 2012
Project No: 1214-W6.001
Invoice No: 16897

Manager Nicholas Connolly

Project 1214-W6.001 Bonhomie Road Waterline Extension

Professional Services for the Period:April 01, 2012 to April 30, 2012

Phase DD Design

Construction Cost	307,664.90
% of Construction Cost	9.00
Total Fee	27,689.84

Billing Phase	% of Total Fee	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Design Phase Services	100.00	27,689.84	100.00	27,689.84	0.00	27,689.84
		Totals		27,689.84	0.00	27,689.84
		Total Fee				**27,689.84**

Additional Fees

Credit for Previously Billed	-29,153.28	
Total Additional Fees	**-29,153.28**	**-29,153.28**
TOTAL		~~**-$1,463.44**~~
		-$1,463.44

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 09/24/12

PO No. - 127552

Req No. - 138217

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2007-5/509-512
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: COUNTRY CLUB AREA WATER REHAB

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.18	CONSTRUCTION MGMT Project: Country Club Area Water Rehab Period: 7/26/12 - 8/25/12 Invoice 17121	1.00	EA	13,655.0000	13,655.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 13,655.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138217

PO 127552

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

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

September 19, 2012
Project No: 1242.001
Invoice No: 17121

RECEIVED 9/20/12

Manager Shea McNease

Project 1242.001 Water System Rehab at Hattiesburg Country Club Area

Professional Services for the Period:July 26, 2012 to August 25, 2012

Phase CM CONSTRUCTION MANAGEMENT

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Tingle, William	128.00	85.00	10,880.00	
Project Engineer				
McNease, Shea	8.00	150.00	1,200.00	
Wallace, Kyle	10.50	150.00	1,575.00	
Totals	146.50		13,655.00	
Total Labor				**13,655.00**
			TOTAL	**$13,655.00**

$13,655.00

APPROVED FOR PAYMENT
DATE 9/24/12
SIGNATURE

094695.7245.18

MB 2007-5/509-512

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 09/24/12

PO No. - 127577

Req No. - 138230

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# sewer/water bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: COMSWIP SEWER PHASE II

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7220.50	DESIGN SVCS Project: COMSWIP Sewer Phase II Period: 7/29/12 - 8/25/12 Invoice: 17098	1.00	EA	113,193.5900	113,193.59

TOTAL CONTRACT AMOUNT NOT TO EXCEED 113,193.59

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138230
PO 127577

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

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

September 04, 2012
Project No: 1273-S002
Invoice No: 17098

Manager Kyle Wallace

Project 1273-S002 Comprehensive Sewer Improvements - Ph II

Professional Services for the Period:July 29, 2012 to August 25, 2012

Construction Cost	1,692,234.28
% of Construction Cost	9.00
Total Fee	152,301.09

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

Additional Fees

Credit for Previous Billings	-39,107.50	
Total Additional Fees	**-39,107.50**	**-39,107.50**
		$113,193.59

APPROVED FOR PAYMENT
DATE 9/24/12
SIGNATURE [signature]

094695. 7220.50 ENTERED
MB 2011-4/89-110

FAXED
9/24/12

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 09/24/12

PO No. - 127551

Req No. - 138215

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: LINING OF 4TH STREET SEWER LINES

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7220.51	PROFESSIONAL SVCS Project: Lining 4th Street Sewer Lines Period: 7/22/12 - 8/25/12 Invoice 17093	1.00	EA	4,500.0000	4,500.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 4,500.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138215
PO 127551

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

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

September 04, 2012
Project No: 1273-S004
Invoice No: 17093

Manager John Weeks
Project 1273-S004 Comprehensive Sewer Imp. Ph IV Line 4th Street Sewer Lines.

Professional Services for the Period:July 22, 2012 to August 25, 2012

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Weeks, John	30.00	150.00	4,500.00	
Totals	30.00		4,500.00	
Total Labor				**4,500.00**
				$4,500.00

APPROVED FOR PAYMENT
DATE
SIGNATURE 9/24/12

094695: 7270.51
MB 2011-4/89-110

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

(1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
(3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of 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: Tedi R. Myers
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: 2012-1251

File ID:	2012-1251	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/09/2012
Brief Title:	Project Resolution Requisition No. 9 - 2012 Bonds			**Final Action:**	10/16/2012
				Minute Book Number:	MB 2012-1/366

Title:

Adopt a Resolution authorizing Requisition No. 9 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.9, Executed Req. 9 res2012-118	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution authorizing Requisition No. 9 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

TEL-No Vote: 0

Text of Legislative File 2012-1251

Title

Adopt a Resolution authorizing Requisition No. 9 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. 9 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. 9 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. 9 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. 9 from the Project Fund Construction Account under the Loan in the total aggregate amount of $616,736.31 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. 9 from the Project Fund Construction Account under the Loan in the total aggregate amount of Six hundred sixteen thousand seven hundred thirty-six and 31/100 dollars ($616,736.31) 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. 9 in the total aggregate amount of Six hundred sixteen thousand seven hundred thirty-six and 31/100 dollars ($616,736.31) 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 16th day of October, 2012.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of October, 2012.

_____ _____

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.: **9**

DATE OF REQUISITION: **10/16/2012**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purchase Order #	Purpose of Payment
1.	4-D Construction, Inc P O Box 127 Louisville, MS 39339-0127	094695.7245.28	$ 533,019.11	Pay App No. 4	127903	Construction of Hwy 98 Fire Lines for period 8/25/12-9/25/12. MB 2012-1/125
2.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.28	$ 26,285.00	17148	127906	Construction Management for Hwy 98 Fire Lines for period through 8/26/12 - 9/22/12. MB 2011-4/89-110
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.28	$ 24,672.50	17083	127907	Construction Management for Hwy 98 Fire Lines for period through 6/25/12 - 7/28/12. MB 2011-4/89-110
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.49	$ 2,690.00	17147	127908	Construction Management for Sewer Improvements Phase I for period 8/26/12 - 9/22/12. MB 2011-4/89-110

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purchase Order #	Purpose of Payment
5.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.04	$ 575.00	17149	127905	Construction Management on Hwy 98 Elevated Water Tank for period 2/26/12 - 3/24/12. MB 2011-4/89-110
6.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.03	$ 2,519.70	17139	127909	Design services on Hwy 98 Booster Station for period 8/26/12 - 9/22/12 MB 2011-4/89-110
7.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.50	$ 26,375.00	17101	127919	Design Services for Comprehensive Water Improvements Phase I for period 7/29/12 - 8/25/12. MB 2011-4/89-110
8.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.50	$ 600.00	17150	127904	Design Services for Comprehensive Water Improvements Phase I for period 8/26/12 - 9/22/12. MB 2011-4/89-110
			$ 616,736.31			

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/09/12

PO No. - 127903

Req No. - 138587

VENDOR MAILING:
4-D CONSTRUCTION INC
PO BOX 127
LOUISVILLE MS 39339-0127

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2012-1/125
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00093155

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

PROJECT LINE: COMSWIP HWY 98 WEST FIRE LINES

SEND METHOD 0 ( )

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.28	CONSTRUCTION Project: COMSWIP Hwy 98 West Fire Lines Period: 8/25/12 - 9/25/12 Pay Application No. 4	1.00	EA	533,019.1100	533,019.11

TOTAL CONTRACT AMOUNT NOT TO EXCEED 533,019.11

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138587
PO 127903

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, P.E., R.L.S.
MICHAEL T. WAITS, P.E., R.L.S.
NICHOLAS M. CONNOLLY, P.E., P.L.S.
KYLE D. WALLACE, P.E.
SHEA E. McNEASE, P.E.
JOHN T. WEEKS, P.E.
BENNIE J. SELLERS, P.E., R.L.S.
MARCELIN JOSEPH, E.I.

PAUL J. SHOWS (1996)

October 1, 2012

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

Attn: Bert Kuyrkendall

Re: Highway 98 West Fire Lines
City of Hattiesburg

Bert:

Enclosed please find Pay Estimate No. 4 in the amount of $533,019.11 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

APPROVED FOR PAYMENT
DATE 10/8/12
SIGNATURE

094695. 7245. 28
MB 2012-1/125

ENTERED

G:\PROJECTS\Hattiesburg_City of\1273-W001 - Hwy 98 West Fire Lines\Corres\1273W001_Kuyrkendall_Pay Estimate 4.docx

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

Date: 10/1/2012

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

Pay Estimate No.: Four (4)

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

Pay Period: Aug. 25, 2012 thru Sept. 25, 2012

Item No.	Item Description	Total Quantities On Cont. Price Est.	Total Quantities Allowed This Period	Total Quantities Allowed To Date	Unit	Unit Price	Amount
					CONTRACT TOTAL:		$ 3,849,627.77
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,030	65.00	134.00	L.F.	$26.05	$ 3,490.70
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	15,367	8.00	672.00	L.F.	$29.45	$ 19,790.40
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	32,054	6304.00	15290.00	L.F.	$41.25	$ 630,712.50
4	16" Class 350 Ductile Iron Water Pipe (Open Cut)	2,985		2509.00	L.F.	$71.15	$ 178,515.35
5	6" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	300			L.F.	$52.05	$ -
6	8" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	800			L.F.	$65.50	$ -
7	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	2,520	640.00	1620.00	L.F.	$75.50	$ 122,310.00
8	16" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	90		120.00	L.F.	$105.00	$ 12,600.00
9	8" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	60			L.F.	$65.00	$ -
10	10" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	1,550			L.F.	$72.50	$ -
11	16" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	2,130	720.00	720.00	L.F.	$119.95	$ 86,364.00
12	22" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	690		690.00	L.F.	$148.50	$ 102,465.00
13	18" Steel Casing, 0.25" WT (Open Cut)	80	20.00	60.00	L.F.	$65.25	$ 3,915.00
14	12" Steel Casing, 0.25" WT (Bored)	120	40.00	40.00	L.F.	$36.65	$ 1,466.00
15	14" Steel Casing, 0.25" WT (Bored)	1,125		631.00	L.F.	$42.25	$ 26,659.75
16	18" Steel Casing, 0.25" WT (Bored)	2,525	1400.00	2020.00	L.F.	$70.00	$ 141,400.00
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			Each	$2,450.00	$ -
19	Connection: Proposed 16" to Existing 16" (Hot Tap w/ Valve Assembly)	1		1.00	Each	$13,455.00	$ 13,455.00
20	Connection: Proposed 16" to Proposed 16" (Tee & other fittings)	1			Each	$5,500.00	$ -
21	Connection: Proposed 16" to Proposed 12" (Straight Connection w/ fittings)	1		1.00	Each	$5,250.00	$ 5,250.00
22	Connection: Proposed 16" to Proposed 8" (Tee & other fittings)	1		1.00	Each	$4,550.00	$ 4,550.00
23	Connection: Proposed 12" to Proposed 12" (Tee & other fittings)	13	3.00	8.00	Each	$3,205.00	$ 25,640.00
24	Connection: Proposed 12" to Proposed 12" & 8" (Cross & other fittings)	1			Each	$3,150.00	$ -
25	Connection: Proposed 12" to Proposed 8" (Tee & other fittings)	8	2.00	4.00	Each	$2,850.00	$ 11,400.00
26	Connection: Proposed 8" to Existing 16" (Hot Tap w/ Valve Assembly)	3	1.00	1.00	Each	$4,885.00	$ 4,885.00
27	Connection: Proposed 8" to Proposed 8" (Tee & other fittings)	3			Each	$1,850.00	$ -
28	Connection: Proposed 8" to Proposed 6" (Tee & other fittings)	4			Each	$1,445.00	$ -
29	16" Gate Valve	3		3.00	Each	$6,500.00	$ 19,500.00
30	12" Gate Valve	53	14.00	33.00	Each	$2,250.00	$ 74,250.00
31	8" Gate Valve	27	2.00	5.0	Each	$1,195.00	$ 5,975.00
32	6" Gate Valve	5			Each	$725.00	$ -
33	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	96	12.00	32.00	Each	$3,450.00	$ 110,400.00
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		0.42	L.S.	$25,000.00	$ 10,500.00
36	Grassing	1			L.S.	$26,500.00	$ -
37	Maintenance of Traffic	1		0.42	L.S.	$75,000.00	$ 31,500.00
38	Mobilization	1		1.00	L.S.	$9,474.72	$ 9,474.72

Total Earned - Regular Work	$ 1,656,468.42
Less 10% Retainage	$ 165,646.84
Stored Materials	$ 840,298.73
Total Due - Regular Work	$ 2,331,120.31
Less Previous Payments	$ 1,798,101.20
Net Amount Due This Estimate	$ 533,019.11
Less Deductions	$ -
Net Payment Due	$ 533,019.11

Time Elapsed to Date: 33%
Percent Complete: 42%

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Kyle D. Wallace, P.E.
Project Engineer

APPROVED:
City of Hattiesburg

OWNER

Highway 98 West Fire Lines

Hattiesburg, MS

Pay Estimate No. 4

STORED MATERIALS

Item No.	Item Description	Quantity	Unit Price	Amount
1	12" PC-350 DI SJ Pipe	18,303	$ 22.81	$ 417,491.43
2	16" PC-350 DI SJ Pipe	446	$ 39.44	$ 17,590.24
3	8" PC-350 DI SJ Pipe	7,160	$ 13.89	$ 99,452.40
4	8" Class 350 Ductile Iron SJ Pipe	8,334	$ 13.89	$ 115,759.26
5	6" Class 350 Ductile Iron SJ Pipe	3,256	$ 10.40	$ 33,862.40
6	3 way Fire Hydrant w/ Appurtences	18	$ 1,150.00	$ 20,700.00
7	6" MJ Gate Valve	5	$ 350.00	$ 1,750.00
8	16" MJ Gate Valve	0	$ 3,850.00	$ -
9	12" MJ Gate Valve	3	$ 1,063.00	$ 3,189.00
10	8" x FLG Gate Valve	14	$ 4,000.00	$ 56,000.00
11	16" x FLG Gate Valve	0	$ 625.00	$ -
12	14" Steel Casing	249	$ 18.00	$ 4,482.00
13	18" Steel Casing	500	$ 28.00	$ 14,000.00
14	16" HDPE Pipe	1180	$ 35.80	$ 42,244.00
15	10" HDPE Pipe	830	$ 16.60	$ 13,778.00
16				$ -
17				$ -
18				$ -
19				$ -
20				$ -
21				$ -
22				$ -
23				$ -
24				$ -
25				$ -
26				$ -
27				$ -
28				$ -
29				$ -
30				$ -
31				$ -
32				$ -
33				$ -
34				$ -
35				$ -
36				$ -
			Total	$ 840,298.73

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/09/12

PO No. - 127906

Req No. - 138590

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

PROJECT LINE: COMSWIP HWY 98 WEST FIRE LINES

SEND METHOD 0 ( )

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.28	CONSTRUCTION MGMT Project: COMSWIP Hwy 98 West Fire Lines Period: 8/26/12 - 9/22/12 Invoice: 17148	1.00	EA	26,285.0000	26,285.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 26,285.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138590
PO 127906

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

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

September 26, 2012
Project No: 1273-W001
Invoice No: 17148

Manager Kyle Wallace

Project 1273-W001 Hwy 98 West Fire Lines

Professional Services for the Period: August 26, 2012 to September 22, 2012

Phase CM Hwy 98 W Fire Lines - Construction Mgt

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
McLendon, Gerald	180.50	85.00	15,342.50	
Construction Observer				
Phillips, Michael	70.50	85.00	5,992.50	
Project Engineer				
Sellers, Bennie	5.50	150.00	825.00	
Wallace, Kyle	27.50	150.00	4,125.00	
Totals	284.00		26,285.00	
Total Labor				**26,285.00**
			TOTAL	**$26,285.00**
				$26,285.00

APPROVED FOR PAYMENT
DATE 10/8/12
SIGNATURE

094695.7245.28
MB 2011-4/89-110

ENTERED

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/09/12

PO No. - 127907

Req No. - 138591

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2012-1/125
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

PROJECT LINE: COMSWIP HWY 98 WEST FIRE LINES

SEND METHOD 0 ( )

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.28	CONSTRUCTION MGMT Project: COMSWIP Hwy 98 West Fire Lines Period: 6/25/12 - 7/28/12 Invoice: 17083	1.00	EA	24,672.5000	24,672.50

TOTAL CONTRACT AMOUNT NOT TO EXCEED 24,672.50

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138591
PO 127907

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

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

August 13, 2012
Project No: 1273-W001
Invoice No: 17083

Manager Kyle Wallace

Project 1273-W001 Hwy 98 West Fire Lines

Professional Services for the Period:June 25, 2012 to July 28, 2012

Phase CM Hwy 98 W Fire Lines - Construction Mgt

Professional Personnel

	Hours	Rate	Amount	
Auto Cad Technician				
Sullivan, Richard	1.00	85.00	85.00	
Construction Observer				
McLendon, Gerald	257.50	85.00	21,887.50	
Project Engineer				
Wallace, Kyle	18.00	150.00	2,700.00	
Totals	276.50		24,672.50	
Total Labor				**24,672.50**
			TOTAL	**$24,672.50**
				$24,672.50

APPROVED FOR PAYMENT
DATE 10/8/12
SIGNATURE

094695. 7245.28
MB 2012-1/125

ENTERED

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/09/12

PO No. - 127908

Req No. - 138593

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

PROJECT LINE: COMSWIP SEWER PHASE I

SEND METHOD 0 ( )

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7220.49	CONSTRUCTION MGMT Project: COMSWIP Sewer Phase I Period: 8/26/12 - 9/22/12 Invoice 17147	1.00	EA	2,690.0000	2,690.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 2,690.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138593
PO 127908

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

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

September 26, 2012
Project No: 1273-S001
Invoice No: 17147

Manager Kyle Wallace

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

Professional Services for the Period:August 26, 2012 to September 22, 2012

Phase CM Construction Management - Columbia St.

Construction Cost	776,146.00
% of Construction Cost	9.00
Total Fee	69,853.14

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

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Phillips, Michael	29.00	85.00	2,465.00	
PROJECT ENGINEER				
Wallace, Kyle	1.50	150.00	225.00	
Totals	30.50		2,690.00	
Total Labor				**2,690.00**
			TOTAL	**$2,690.00**

$2,690.00

APPROVED FOR PAYMENT
DATE 10/8/12
SIGNATURE

094695. 1220.49
MB 2011-4/89-110

ENTERED

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/09/12

PO No. - 127905

Req No. - 138589

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

PROJECT LINE: COMSWIP HWY 98 ELEVATED WATER TANK

SEND METHOD 0 ( )

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.04	CONSTRUCTION MGMT Project: COMSWIP Hwy 98 West Elevated Water Tank Period: 8/26/12 - 9/22/12 Invoice 17149	1.00	EA	575.0000	575.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 575.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138589
PO 127905

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

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

September 26, 2012
Project No: 1273-W003
Invoice No: 17149

Manager Kyle Wallace

Project 1273-W003 Highway 98 West Elevated Tank

Professional Services for the Period:August 26, 2012 to September 22, 2012

Phase CM Hwy 98 West Elevated Tank - Construction

Professional Personnel

	Hours	Rate	Amount	
Engineering Intern				
Joseph, Marcelin	2.00	100.00	200.00	
Project Engineer				
Wallace, Kyle	2.50	150.00	375.00	
Totals	4.50		575.00	
Total Labor				**575.00**
			TOTAL	**$575.00**
				$575.00

APPROVED FOR PAYMENT
DATE 10/8/12
SIGNATURE

094695.7245.04

MB 2011-4/89-110 ENTERED

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/09/12

PO No. - 127909

Req No. - 138594

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

PROJECT LINE: COMSWIP HWY 98 WEST BOOSTER STATION

SEND METHOD 0 ( )

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.03	DESIGN SERVICES Project: COMSWIP Hwy 98 West Booster Station Period: 8/26/12 - 9/22/12 Invoice 17139	1.00	EA	2,519.7000	2,519.70

TOTAL CONTRACT AMOUNT NOT TO EXCEED 2,519.70

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138594
PO 127909

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

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

September 26, 2012
Project No: 1273-W002
Invoice No: 17139

Manager Kyle Wallace
Project 1273-W002 Hwy 98 West Booster Station
Professional Services for the Period:August 26, 2012 to September 22, 2012

Phase DD Hwy 98 W Booster Sta. - Design Phase

Construction Cost	390,080.00
% of Construction Cost	9.00
Total Fee	35,107.20

Billing Phase	% of Total Fee	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Engineering Design Services	100.00	35,107.20	100.00	35,107.20	0.00	35,107.20
		Totals		35,107.20	0.00	35,107.20
		Total Fee				**35,107.20**

Additional Fees

Credit for Billed-to-Date	-32,587.50	
Total Additional Fees	**-32,587.50**	**-32,587.50**
TOTAL		**$2,519.70**

$2,519.70

APPROVED FOR PAYMENT
DATE 10/8/12
SIGNATURE

094695.7245.03
MB 2011-4/89-110 ENTERED

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/09/12

PO No. - 127919

Req No. - 138595

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

PROJECT LINE: COMSWIP WATER IMPROVEMENTS PHASE I

SEND METHOD 0 ( )

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.50	DESIGN SVCS Project: COMSWIP Water Phase I Period: 7/29/12- 8/25/12 Invoice: 17101	1.00	EA	26,375.0000	26,375.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 26,375.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138545
PO 127919

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

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

September 04, 2012
Project No: 1273-W004
Invoice No: 17101

Manager Kyle Wallace

Project 1273-W004 Comprehensive Water Improvement - Ph I

Professional Services for the Period:July 29, 2012 to August 25, 2012

Professional Personnel

	Hours	Rate	Amount	
Auto Cad Technician				
Sullivan, Richard	36.50	85.00	3,102.50	
Temple, Patricia	63.50	85.00	5,397.50	
Project Engineer				
Wallace, Kyle	6.50	150.00	975.00	
Totals	106.50		9,475.00	
Total Labor				**9,475.00**

Consultants

Reimbursable Consultant Expense			16,900.00	
Total Consultants		**1.0 times**	**16,900.00**	**16,900.00**
				$26,375.00

APPROVED FOR PAYMENT
DATE 10/8/12
SIGNATURE [signature]

094695. 7245.50
MB 2011-4/89-110

ENTERED

Landmark Surveying
P.O. Box 580
Magee, MS 39111

Invoice

Date	Invoice #
7/9/2012	1872

Bill To
Shows, Dearman, & Waits P.O. Box 1711 Hattiesburg, MS 39403-1711

Project	Additional Terms	Terms
02681211	1% Per Month After 30 Days	Due on receipt

Quantity	Description	Rate	Amount
1	Topographic Surveying Services for Six Proposed Water Line Extensions Along Several City Streets, City of Hattiesburg, Forrest County, Mississippi	16,900.00	16,900.00

POSTED
Date Posted 8/20/12
G/L Acct. ~~5402.00~~ 5352.00
16,900.00
Project # 1273-W004
lmw - 17101 - 9/4/12

PAID
Date PAID
Ck. No.
Amt. Paid

Thank you for your business.

Total $16,900.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/09/12

PO No. - 127904

Req No. - 138588

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

PROJECT LINE: COMSWIP WATER PHASE I

SEND METHOD 0 ( )

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.50	PROFESSIONAL SVCS Project: COMSWIP Water Phase I Period: 8/26/12 - 9/22/12 Invoice 17150	1.00	EA	600.0000	600.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 600.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138588
PO 127904

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

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

September 26, 2012
Project No: 1273-W004
Invoice No: 17150

Manager Kyle Wallace

Project 1273-W004 Comprehensive Water Improvement - Ph I

Professional Services for the Period:August 26, 2012 to September 22, 2012

Professional Personnel

	Hours	Rate	Amount
Project Engineer			
Wallace, Kyle	4.00	150.00	600.00
Totals	4.00		600.00
Total Labor			

~~600.00~~
$600.00

Outstanding Invoices

Number	Date	Balance
17101	9/4/2012	26,375.00
Total		**26,375.00**

Total Now Due **$26,975.00**

APPROVED FOR PAYMENT
DATE 10/8/12
SIGNATURE

094695. 1245.50
MB 2011-4/89-110

ENTERED

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. 9 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member Carroll offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 9 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. 9 from the Project Fund Construction Account under the Loan in the total aggregate amount of $616,736.31 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. 9 from the Project Fund Construction Account under the Loan in the total aggregate amount of Six hundred sixteen thousand seven hundred thirty-six and 31/100 dollars ($616,736.31) 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. 9 in the total aggregate amount of Six hundred sixteen thousand seven hundred thirty-six and 31/100 dollars ($616,736.31) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley
Carroll
Ware
Naylor

NAYS: None

ABSENT: Delgado

The President thereby declared the motion carried and the resolution adopted, this the 16th day of October, 2012.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of October, 2012.

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.: **9**

DATE OF REQUISITION: **10/16/2012**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purchase Order #	Purpose of Payment
1.	4-D Construction, Inc P O Box 127 Louisville, MS 39339-0127	094695.7245.28	$ 533,019.11	Pay App No. 4	127903	Construction of Hwy 98 Fire Lines for period 8/25/12-9/25/12. MB 2012-1/125
2.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.28	$ 26,285.00	17148	127906	Construction Management for Hwy 98 Fire Lines for period through 8/26/12 - 9/22/12. MB 2011-4/89-110
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.28	$ 24,672.50	17083	127907	Construction Management for Hwy 98 Fire Lines for period through 6/25/12 - 7/28/12. MB 2011-4/89-110
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.49	$ 2,690.00	17147	127908	Construction Management for Sewer Improvements Phase I for period 8/26/12 - 9/22/12. MB 2011-4/89-110

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purchase Order #	Purpose of Payment
5.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.04	$ 575.00	17149	127905	Construction Management on Hwy 98 Elevated Water Tank for period 2/26/12 - 3/24/12. MB 2011-4/89-110
6.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.03	$ 2,519.70	17139	127909	Design services on Hwy 98 Booster Station for period 8/26/12 - 9/22/12 MB 2011-4/89-110
7.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.50	$ 26,375.00	17101	127919	Design Services for Comprehensive Water Improvements Phase I for period 7/29/12 - 8/25/12. MB 2011-4/89-110
8.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.50	$ 600.00	17150	127904	Design Services for Comprehensive Water Improvements Phase I for period 8/26/12 - 9/22/12. MB 2011-4/89-110
			$ 616,736.31			

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/09/12

PO No. - 127903

Req No. - 138587

VENDOR MAILING:
4-D CONSTRUCTION INC
PO BOX 127
LOUISVILLE MS 39339-0127

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2012-1/125
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00093155

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: COMSWIP HWY 98 WEST FIRE LINES

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.28	CONSTRUCTION Project: COMSWIP Hwy 98 West Fire Lines Period: 8/25/12 - 9/25/12 Pay Application No. 4	1.00	EA	533,019.1100	533,019.11

TOTAL CONTRACT AMOUNT NOT TO EXCEED 533,019.11

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138587
PO 127903

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, P.E., R.L.S.
MICHAEL T. WAITS, P.E., R.L.S.
NICHOLAS M. CONNOLLY, P.E., P.L.S.
KYLE D. WALLACE, P.E.
SHEA E. McNEASE, P.E.
JOHN T. WEEKS, P.E.
BENNIE J. SELLERS, P.E., R.L.S.
MARCELIN JOSEPH, E.I.

PAUL J. SHOWS (1996)

October 1, 2012

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

Attn: Bert Kuyrkendall

Re: Highway 98 West Fire Lines
City of Hattiesburg

Bert:

Enclosed please find Pay Estimate No. 4 in the amount of $533,019.11 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

APPROVED FOR PAYMENT
DATE 10/8/12
SIGNATURE

094695. 7245. 28
MB 2012-1/125

ENTERED

G:\PROJECTS\Hattiesburg_City of\1273-W001 - Hwy 98 West Fire Lines\Corres\1273W001_Kuyrkendall_Pay Estimate 4.docx

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

Date: 10/1/2012

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

Pay Estimate No.: Four (4)

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

Pay Period: Aug. 25, 2012 thru Sept. 25, 2012

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	65.00	134.00	L.F.	$26.05	$ 3,490.70
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	15,367	8.00	672.00	L.F.	$29.45	$ 19,790.40
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	32,054	6304.00	15290.00	L.F.	$41.25	$ 630,712.50
4	16" Class 350 Ductile Iron Water Pipe (Open Cut)	2,985		2509.00	L.F.	$71.15	$ 178,515.35
5	6" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	300			L.F.	$52.05	$ -
6	8" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	800			L.F.	$65.50	$ -
7	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	2,520	640.00	1620.00	L.F.	$75.50	$ 122,310.00
8	16" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	90		120.00	L.F.	$105.00	$ 12,600.00
9	8" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	60			L.F.	$65.00	$ -
10	10" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	1,550			L.F.	$72.50	$ -
11	16" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	2,130	720.00	720.00	L.F.	$119.95	$ 86,364.00
12	22" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	690		690.00	L.F.	$148.50	$ 102,465.00
13	18" Steel Casing, 0.25" WT (Open Cut)	80	20.00	60.00	L.F.	$65.25	$ 3,915.00
14	12" Steel Casing, 0.25" WT (Bored)	120	40.00	40.00	L.F.	$36.65	$ 1,466.00
15	14" Steel Casing, 0.25" WT (Bored)	1,125		631.00	L.F.	$42.25	$ 26,659.75
16	18" Steel Casing, 0.25" WT (Bored)	2,525	1400.00	2020.00	L.F.	$70.00	$ 141,400.00
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			Each	$2,450.00	$ -
19	Connection: Proposed 16" to Existing 16" (Hot Tap w/ Valve Assembly)	1		1.00	Each	$13,455.00	$ 13,455.00
20	Connection: Proposed 16" to Proposed 16" (Tee & other fittings)	1			Each	$5,500.00	$ -
21	Connection: Proposed 16" to Proposed 12" (Straight Connection w/ fittings)	1		1.00	Each	$5,250.00	$ 5,250.00
22	Connection: Proposed 16" to Proposed 8" (Tee & other fittings)	1		1.00	Each	$4,550.00	$ 4,550.00
23	Connection: Proposed 12" to Proposed 12" (Tee & other fittings)	13	3.00	8.00	Each	$3,205.00	$ 25,640.00
24	Connection: Proposed 12" to Proposed 12" & 8" (Cross & other fittings)	1			Each	$3,150.00	$ -

Highway 98 West Fire Lines

Hattiesburg, MS

Pay Estimate No. 4

STORED MATERIALS

Item No.	Item Description	Quantity	Unit Price	Amount
1	12" PC-350 DI SJ Pipe	18,303	$ 22.81	$ 417,491.43
2	16" PC-350 DI SJ Pipe	446	$ 39.44	$ 17,590.24
3	8" PC-350 DI SJ Pipe	7,160	$ 13.89	$ 99,452.40
4	8" Class 350 Ductile Iron SJ Pipe	8,334	$ 13.89	$ 115,759.26
5	6" Class 350 Ductile Iron SJ Pipe	3,256	$ 10.40	$ 33,862.40
6	3 way Fire Hydrant w/ Appurtences	18	$ 1,150.00	$ 20,700.00
7	6" MJ Gate Valve	5	$ 350.00	$ 1,750.00
8	16" MJ Gate Valve	0	$ 3,850.00	$ -
9	12" MJ Gate Valve	3	$ 1,063.00	$ 3,189.00
10	8" x FLG Gate Valve	14	$ 4,000.00	$ 56,000.00
11	16" x FLG Gate Valve	0	$ 625.00	$ -
12	14" Steel Casing	249	$ 18.00	$ 4,482.00
13	18" Steel Casing	500	$ 28.00	$ 14,000.00
14	16" HDPE Pipe	1180	$ 35.80	$ 42,244.00
15	10" HDPE Pipe	830	$ 16.60	$ 13,778.00
16				$ -
17				$ -
18				$ -
19				$ -
20				$ -
21				$ -
22				$ -
23				$ -
24				$ -
25				$ -
26				$ -
27				$ -
28				$ -
29				$ -
30				$ -
31				$ -
32				$ -
33				$ -
34				$ -
35				$ -
36				$ -
			Total	$ 840,298.73

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/09/12

PO No. - 127906

Req No. - 138590

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: COMSWIP HWY 98 WEST FIRE LINES

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.28	CONSTRUCTION MGMT Project: COMSWIP Hwy 98 West Fire Lines Period: 8/26/12 - 9/22/12 Invoice: 17148	1.00	EA	26,285.0000	26,285.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 26,285.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138590
PO 127906

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

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

September 26, 2012
Project No: 1273-W001
Invoice No: 17148

Manager Kyle Wallace

Project 1273-W001 Hwy 98 West Fire Lines

Professional Services for the Period:August 26, 2012 to September 22, 2012

Phase CM Hwy 98 W Fire Lines - Construction Mgt

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
McLendon, Gerald	180.50	85.00	15,342.50	
Construction Observer				
Phillips, Michael	70.50	85.00	5,992.50	
Project Engineer				
Sellers, Bennie	5.50	150.00	825.00	
Wallace, Kyle	27.50	150.00	4,125.00	
Totals	284.00		26,285.00	
Total Labor				**26,285.00**
			TOTAL	**$26,285.00**
				$26,285.00

APPROVED FOR PAYMENT
DATE 10/8/12
SIGNATURE

094695.7245.28
MB 2011-4/89-110
ENTERED

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/09/12

PO No. - 127907

Req No. - 138591

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2012-1/125
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: COMSWIP HWY 98 WEST FIRE LINES

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.28	CONSTRUCTION MGMT Project: COMSWIP Hwy 98 West Fire Lines Period: 6/25/12 - 7/28/12 Invoice: 17083	1.00	EA	24,672.5000	24,672.50

TOTAL CONTRACT AMOUNT NOT TO EXCEED 24,672.50

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138591
PO 127907

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

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

August 13, 2012
Project No: 1273-W001
Invoice No: 17083

Manager Kyle Wallace

Project 1273-W001 Hwy 98 West Fire Lines

Professional Services for the Period:June 25, 2012 to July 28, 2012

Phase CM Hwy 98 W Fire Lines - Construction Mgt

Professional Personnel

	Hours	Rate	Amount	
Auto Cad Technician				
Sullivan, Richard	1.00	85.00	85.00	
Construction Observer				
McLendon, Gerald	257.50	85.00	21,887.50	
Project Engineer				
Wallace, Kyle	18.00	150.00	2,700.00	
Totals	276.50		24,672.50	
Total Labor				**24,672.50**
			TOTAL	**$24,672.50**
				$24,672.50

APPROVED FOR PAYMENT
DATE 10/8/12
SIGNATURE

094695. 7245.28
MB 2012-1/125

ENTERED

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/09/12

PO No. - 127908

Req No. - 138593

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: COMSWIP SEWER PHASE I

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7220.49	CONSTRUCTION MGMT Project: COMSWIP Sewer Phase I Period: 8/26/12 - 9/22/12 Invoice 17147	1.00	EA	2,690.0000	2,690.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 2,690.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138593
PO 127908

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

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

September 26, 2012
Project No: 1273-S001
Invoice No: 17147

Manager Kyle Wallace
Project 1273-S001 Columbia St, Corrine St, Duke Ave, Carlisle Dr., U.S Hwy 49 S, WST Tatum Blvd.
Professional Services for the Period:August 26, 2012 to September 22, 2012

Phase CM Construction Management - Columbia St.

Construction Cost	776,146.00
% of Construction Cost	9.00
Total Fee	69,853.14

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

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Phillips, Michael	29.00	85.00	2,465.00	
PROJECT ENGINEER				
Wallace, Kyle	1.50	150.00	225.00	
Totals	30.50		2,690.00	
Total Labor				**2,690.00**
			TOTAL	**$2,690.00**

$2,690.00

APPROVED FOR PAYMENT
DATE 10/8/12
SIGNATURE

094695. 7220.49
MB 2011-4/89-110 ENTERED

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/09/12

PO No. - 127905

Req No. - 138589

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: COMSWIP HWY 98 ELEVATED WATER TANK

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.04	CONSTRUCTION MGMT Project: COMSWIP Hwy 98 West Elevated Water Tank Period: 8/26/12 - 9/22/12 Invoice 17149	1.00	EA	575.0000	575.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 575.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138589
PO 127905

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

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

September 26, 2012
Project No: 1273-W003
Invoice No: 17149

Manager Kyle Wallace

Project 1273-W003 Highway 98 West Elevated Tank

Professional Services for the Period:August 26, 2012 to September 22, 2012

Phase CM Hwy 98 West Elevated Tank - Construction

Professional Personnel

	Hours	Rate	Amount	
Engineering Intern				
Joseph, Marcelin	2.00	100.00	200.00	
Project Engineer				
Wallace, Kyle	2.50	150.00	375.00	
Totals	4.50		575.00	
Total Labor				**575.00**
			TOTAL	**$575.00**
				$575.00

APPROVED FOR PAYMENT
DATE 10/8/12
SIGNATURE

094695.7245.04
MB 2011-4/89-110 ENTERED

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/09/12

PO No. - 127909

Req No. - 138594

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: COMSWIP HWY 98 WEST BOOSTER STATION

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.03	DESIGN SERVICES Project: COMSWIP Hwy 98 West Booster Station Period: 8/26/12 - 9/22/12 Invoice 17139	1.00	EA	2,519.7000	2,519.70

TOTAL CONTRACT AMOUNT NOT TO EXCEED 2,519.70

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138594
PO 127909

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

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

September 26, 2012
Project No: 1273-W002
Invoice No: 17139

Manager Kyle Wallace

Project 1273-W002 Hwy 98 West Booster Station

Professional Services for the Period:August 26, 2012 to September 22, 2012

Phase DD Hwy 98 W Booster Sta. - Design Phase

Construction Cost	390,080.00
% of Construction Cost	9.00
Total Fee	35,107.20

Billing Phase	% of Total Fee	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Engineering Design Services	100.00	35,107.20	100.00	35,107.20	0.00	35,107.20
		Totals		35,107.20	0.00	35,107.20
		Total Fee				**35,107.20**

Additional Fees

Credit for Billed-to-Date	-32,587.50	
Total Additional Fees	**-32,587.50**	**-32,587.50**
TOTAL		**$2,519.70**

$2,519.70

APPROVED FOR PAYMENT
DATE 10/8/12
SIGNATURE

094695.7245.03
MB 2011-4189-110 ENTERED

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/09/12

PO No. - 127919

Req No. - 138595

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: COMSWIP WATER IMPROVEMENTS PHASE I

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.50	DESIGN SVCS Project: COMSWIP Water Phase I Period: 7/29/12- 8/25/12 Invoice: 17101	1.00	EA	26,375.0000	26,375.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 26,375.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138595
PO 127919

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

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

September 04, 2012
Project No: 1273-W004
Invoice No: 17101

Manager Kyle Wallace

Project 1273-W004 Comprehensive Water Improvement - Ph I

Professional Services for the Period:July 29, 2012 to August 25, 2012

Professional Personnel

	Hours	Rate	Amount	
Auto Cad Technician				
Sullivan, Richard	36.50	85.00	3,102.50	
Temple, Patricia	63.50	85.00	5,397.50	
Project Engineer				
Wallace, Kyle	6.50	150.00	975.00	
Totals	106.50		9,475.00	
Total Labor				**9,475.00**

Consultants

Reimbursable Consultant Expense			16,900.00	
Total Consultants		**1.0 times**	**16,900.00**	**16,900.00**
				$26,375.00

APPROVED FOR PAYMENT
DATE 10/8/12
SIGNATURE [signature]

094695. 7245.50
MB 2011-4/89-110

ENTERED

Landmark Surveying
P.O. Box 580
Magee, MS 39111

Invoice

Date	Invoice #
7/9/2012	1872

Bill To
Shows, Dearman, & Waits P.O. Box 1711 Hattiesburg, MS 39403-1711

Project	Additional Terms	Terms
02681211	1% Per Month After 30 Days	Due on receipt

Quantity	Description	Rate	Amount
1	Topographic Surveying Services for Six Proposed Water Line Extensions Along Several City Streets, City of Hattiesburg, Forrest County, Mississippi	16,900.00	16,900.00

POSTED
Date Posted 8/20/12
G/L Acct. ~~5402.00~~ 5352.00
16,900.00
Project # 1273-W004
lmw - 17101 - 9/4/12

PAID
Date PAID
Ck. No.
Amt. Paid

Thank you for your business.

Total $16,900.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/09/12

PO No. - 127904

Req No. - 138588

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# Sewer/Water Bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: COMSWIP WATER PHASE I

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.50	PROFESSIONAL SVCS Project: COMSWIP Water Phase I Period: 8/26/12 - 9/22/12 Invoice 17150	1.00	EA	600.0000	600.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 600.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 138588
PO 127904

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

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

September 26, 2012
Project No: 1273-W004
Invoice No: 17150

Manager Kyle Wallace

Project 1273-W004 Comprehensive Water Improvement - Ph I

Professional Services for the Period:August 26, 2012 to September 22, 2012

Professional Personnel

	Hours	Rate	Amount
Project Engineer			
Wallace, Kyle	4.00	150.00	600.00
Totals	4.00		600.00
Total Labor			~~600.00~~ **$600.00**

Outstanding Invoices

Number	Date	Balance
17101	9/4/2012	26,375.00
Total		**26,375.00**

Total Now Due **$26,975.00**

APPROVED FOR PAYMENT
DATE 10/8/12
SIGNATURE

094695. 1245.50
MB 2011-4/89-110 ENTERED

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: Tedi R. Myers
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: 2012-1225

File ID:	2012-1225	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/03/2012
Brief Title:	Surplus Vehicles			**Final Action:**	10/16/2012
				Minute Book Number:	MB 2012-1/.366

Title:

Adopt resolution declaring surplus certain vehicles(per attached list) and authorize the sale of said vehicles at auction.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Surplus Vehicles for auction and memo., Executed Resol.declaring surplus res 2012-119	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt resolution declaring surplus certain vehicles(per attached list) and authorize the sale of said vehicles at auction.

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

ΓEL-No Vote: 0

Text of Legislative File 2012-1225

Title

Adopt resolution declaring surplus certain vehicles(per attached list) and authorize the sale of said vehicles at auction.

Summary

Surplus Vehicles

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*

October 1, 2012

To: Mayor Johnny L DuPree, Ph.D.
From: Vincent Nelms, Division Manager of HCT
RE: Surplus

FTA's Useful Life Vehicle Policy states that any vehicle that exceeds 7yrs. (light duty) or 10 yrs. (heavy duty) can be auctioned off. Therefore, in effort to comply with the policy, Hub City Transit request authorization to auction off six buses that fall into this category. They are the following:

Year- Make-	VIN #	Unit#
(1) 1998 Chevrolet Bus	1GBJG31J5W1031633	10058
(1) 1999 Chevrolet Bus	1GBJG31J2X1065904	10969
(1) 1999 Chevrolet Bus	1GBJG31J1X1065828	10970
(1) 2000 Eldorado Bus	1GBJG31JVY1265737	12227
(1) 2000 Eldorado Bus	1GBJG31J7Y1247848	12226
(1)- 2001 Blue Bird Bus	1BAGBCPA11F095797	12687

Working to provide the best service possible,

Vincent Nelms

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that certain equipment and vehicles (per attached list), to be surplus and are not to be used in the future operation of the City; and

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

WHEREAS, the governing authorizes of the City of Hattiesburg are authorized and empowered in their discretion to dispose said assets in accordance with appropriate Ms Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to sell said assets (per attached list) at auction; and

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare to be surplus and authorizes the sale of said equipment and vehicles (per attached list) at auction.

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 16th day of October, A.D., 2012.

(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 16th day of October A.D., 2012.

ATTEST: ADOPTED:

_____ _____

CITY CLERK MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that certain equipment and vehicles (per attached list), to be surplus and are not to be used in the future operation of the City; and

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

WHEREAS, the governing authorizes of the City of Hattiesburg are authorized and empowered in their discretion to dispose said assets in accordance with appropriate Ms Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to sell said assets (per attached list) at auction; and

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare to be surplus and authorizes the sale of said equipment and vehicles (per attached list) at auction.

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

YEAS: Bradley
Carroll
Ware
Naylor

NAYS: None ABSENT: Delgado

The President thereby declared the motion carried and the Resolution adopted, on this the 16th day of October, A.D., 2012.

(S E A L)

ATTEST: Debra K. Bernardo
CLERK OF COUNCIL

ADOPTED: Jim Bradley
PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 16th day of October A.D., 2012.

ATTEST: Toni R. Myers
CITY CLERK

ADOPTED: Johnny DuPree
MAYOR

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1 *Kim Bradley* | **Council - Ward 2** *Deborah Denard Delgado* | **Council - Ward 3** *Carter Carroll* | **Council - Ward 4** *Dave J. Ware, II* | **Council - Ward 5** *Henry Naylor*

October 1, 2012

To: Mayor Johnny L DuPree, Ph.D.
From: Vincent Nelms, Division Manager of HCT
RE: Surplus

FTA's Useful Life Vehicle Policy states that any vehicle that exceeds 7yrs. (light duty) or 10 yrs. (heavy duty) can be auctioned off. Therefore, in effort to comply with the policy, Hub City Transit request authorization to auction off six buses that fall into this category. They are the following:

Year- Make-	VIN #	Unit#
(1) 1998 Chevrolet Bus	1GBJG31J5W1031633	10058
(1) 1999 Chevrolet Bus	1GBJG31J2X1065904	10969
(1) 1999 Chevrolet Bus	1GBJG31J1X1065828	10970
(1) 2000 Eldorado Bus	1GBJG31JVY1265737	12227
(1) 2000 Eldorado Bus	1GBJG31J7Y1247848	12226
(1)- 2001 Blue Bird Bus	1BAGBCPA11F095797	12687

Working to provide the best service possible,

Vincent Nelms

City of Hattiesburg, MS

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

Master

File Number: 2012-1262

File ID:	2012-1262	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/11/2012
Brief Title:	Approve the purchase of the Citizen Participation Suite module of the Legistar software from MCCi at $6000.00 annually as a sole source purchase			**Final Action:**	10/16/2012
				Minute Book Number:	MB 2012-1/366

Title:

Approve the purchase of the Citizen Participation Suite module of the Legistar softwarefrom MCCi at $6000.00 annually as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:		**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve the purchase of the Citizen Participation Suite module of the Legistar software from MCCi at $6000.00 annually as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972.

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

Text of Legislative File 2012-1262

Title

Approve the purchase of the Citizen Participation Suite module of the Legistar softwarefrom MCCi at $6000.00 annually as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972.

Summary

Approve the purchase of the Citizen Participation Suite module of the Legistar softwarefrom MCCi at $6000.00 annually as a sole source purchase

City of Hattiesburg, MS

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

Master

File Number: 2012-1228

File ID:	2012-1228	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/04/2012
Brief Title:	Approve change order for the Mineral Creek Bank Stabilization project and authorize Mayor to execute same.			**Final Action:**	10/16/2012
				Minute Book Number:	MB 2012-1/366-367

Title:

Approve change order with D & M Clark Construction, LLC for the Mineral Creek Bank Stabilization project to remove the need for mechanical stabilization of the Northern slope as it was found to have adequate strength in its existing condition; Authorize Mayor to execute said change order in triplicate.

Notes: 001206.7215.01

Sponsors:		**Enactment Date:**	
Attachments:	Change Order No. 1, Executed change order	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve change order with D & M Clark Construction, LLC for the Mineral Creek Bank Stabilization project to remove the need for mechanical stabilization of the Northern slope as it was found to have adequate strength in its existing condition; Authorize Mayor to execute said change order in triplicate.

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

Text of Legislative File 2012-1228

Title

Approve change order with D & M Clark Construction, LLC for the Mineral Creek Bank Stabilization project to remove the need for mechanical stabilization of the Northern slope as it was found to have adequate strength in its existing condition; Authorize Mayor to execute said change order in triplicate.

Summary

Approve change order for the Mineral Creek Bank Stabilization project to remove the need for mechanical stabilization of the Northern slope.

Budget Information

001206.7215.01
Reduction of $6,396.00

Expenditure Type

Purchasing Item

Publication Information

CHANGE ORDER

Contract: MINERAL CREEK BANK STABILIZATION

Date of Issuance:_____ Effective Date:_____

This Change Order contains an itemized quotation for changes in the Contract Sum in response to proposed modifications to the Contract Documents.

Description of Proposed Change: Remove the need to mechanically stabilized the northern slope using a woven geotextile fabric. Instead of mechanically stabilizing the slope with geotextile reinforcement, the existing slope will be graded to the proposed 2:1 slope.

Reason for Change: After the northern slope was cleared of trees and debris, it was discovered to have adequate strength in its existing condition and therefore the mechanical stabilization was not needed to adequately stabilize the slope.

Does this Change Order involve a change in the Contract Sum or Contract Time? Yes

Proposed Change in Contract Sum:

Original	Item #5	Unit Rate = $16.66	Total = $9996.00	Contract Sum = $68,763.50
Proposed	Item #5	Unit Rate = $6.00	Total = $3600.00	Contract Sum = $62,367.50

Proposed Change in Contract Time: No change to contract time

Attached Pages: Revised Drawing #5 – Bank Stabilization Details

OWNER: City of Hattiesburg, Mississippi

Print Name:_____

Title:_____

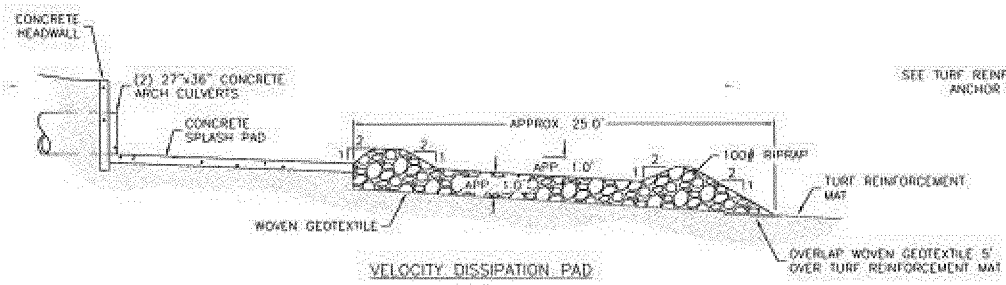
Date:_____

CONTRACTOR: D&M Clark Construction, LLC

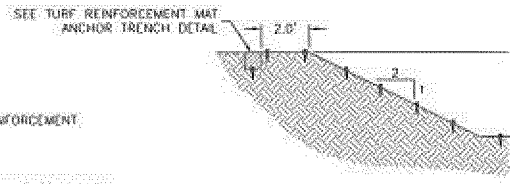
Print Name: Douglas W. Clark

Title: Vice President

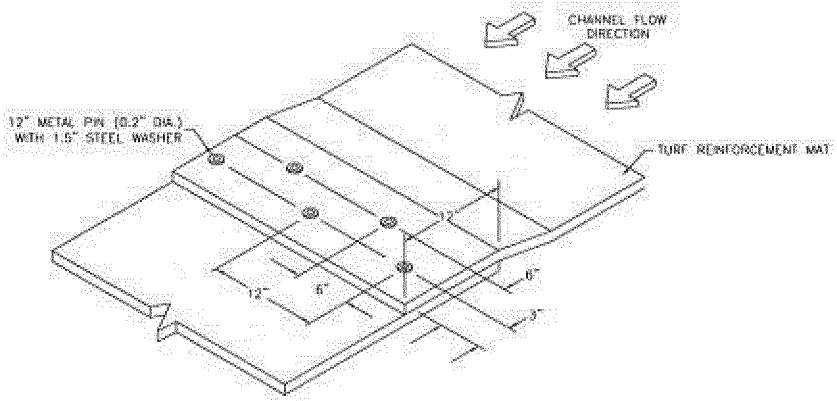
Date:_____



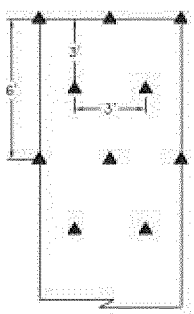
VELOCITY DISSIPATION PAD
N.T.S.



TYPICA



TURF REINFORCEMENT MAT OVERLAY DETAIL
N.T.S.



ANCHOR PATTERN DETAIL
3:1 SLOPE – 1 1/2 ANCHORS/YD²
N.T.S.

REV.	DESCRIPTION OF REVISI
1	CHANGE ORDER #1
0	ISSUED FOR REVIEW

CHANGE ORDER

Contract: MINERAL CREEK BANK STABILIZATION

Date of Issuance:_____ Effective Date:_____

This Change Order contains an itemized quotation for changes in the Contract Sum in response to proposed modifications to the Contract Documents.

Description of Proposed Change: Remove the need to mechanically stabilized the northern slope using a woven geotextile fabric. Instead of mechanically stabilizing the slope with geotextile reinforcement, the existing slope will be graded to the proposed 2:1 slope.

Reason for Change: After the northern slope was cleared of trees and debris, it was discovered to have adequate strength in its existing condition and therefore the mechanical stabilization was not needed to adequately stabilize the slope.

Does this Change Order involve a change in the Contract Sum or Contract Time? Yes

Proposed Change in Contract Sum:

Original	Item #5	Unit Rate = $16.66	Total = $9996.00	Contract Sum = $68,763.50
Proposed	Item #5	Unit Rate = $6.00	Total = $3600.00	Contract Sum = $62,367.50

Proposed Change in Contract Time: No change to contract time

Attached Pages: Revised Drawing #5 – Bank Stabilization Details

OWNER: City of Hattiesburg, Mississippi

Print Name: Johnny L. DuPree

Title: Mayor

Date: 10-16-12

CONTRACTOR: D&M Clark Construction, LLC

Print Name: Douglas W. Clark

Title: V. President

Date:_____

City of Hattiesburg, MS

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

Master

File Number: 2012-1196

File ID:	2012-1196	**Type:**	Regular Agenda Item	**Status:**	Removed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	09/25/2012
Brief Title:	Authorize execution of Contract Amendment with Alaqua, Inc. for the USA Yeast Evaporator project.			**Final Action:**	
				Minute Book Number:	MB 2012-1/367/REMC

Title:

Authorize Mayor to execute Contract Amendment with Alaqua, Inc. for the USA Yeast Sewer Pre-Treatment Improvements project to accelerate the delivery date for the Evaporator Equipment 320 days, and thereby reduce the total contract cost by $405,250.00; Authorize issuance of manual check for downpayment on equipment.

Notes: 075695.7220.51

Sponsors:		**Enactment Date:**	
Attachments:	Downpayment Inv # 097701R1, Contract Amendment_1 - Alaqua	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012	Remove				
	Action Text:	Removed.					

Text of Legislative File 2012-1196

Title

Authorize Mayor to execute Contract Amendment with Alaqua, Inc. for the USA Yeast Sewer Pre-Treatment Improvements project to accelerate the delivery date for the Evaporator Equipment 320 days, and thereby reduce the total contract cost by $405,250.00; Authorize issuance of manual check for downpayment on equipment.

Summary

Authorize Mayor to execute Contract Amendment with Alaqua, Inc. for the USA Yeast

Sewer Pre-Treatment Improvements project to accelerate the delivery date for the Evaporator Equipment 320 days, and thereby reduce the total contract cost by $405,250.00; Authorize issuance of manual check for downpayment on equipment.

Budget Information
075695.7220.51
-$405,250.00

Expenditure Type
CDBG Grant

Purchasing Item

Publication Information

ALAQUA, INC.

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

INVOICE NO: 097701R1

Bill To: City of Hattiesburg, Mississippi

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

INVOICE DATE	FROM	DELIVERY	PAYMENT TERMS
September 25, 2010	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: $ 6,632,150.00

TERMS of PAYMENT: Progress payments, payable upon receipt of Alaqua's invoice, as follows:
26.25% Down Payment with the equipment order
21% payment with submittal of process flow diagram (PFD), PID, and preliminary General Arrangement Drawing (GAD)
10.5% thirty (30) calendar days from submittal of PFD, PID, and preliminary GAD
21.25% sixty (60) calendar days from submittal of PFD, PID, and preliminary GAD
10.5% one hundred and twenty (120) calendar days from submittal of PFD, PID, and preliminary GAD
10.5% when equipment received at the site.
Alaqua recognizes that 5% retainage will be withheld from each progress payment. This 5% will be payable to Alaqua upon successful testing and operation of the evaporator or within 6 months from date of delivery, if the system is not successfully in operation due to reasons unrelated to Alaqua, whichever shall occur first..

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 1,740,939.00: 26.25% Down Payment with the equipment order.

PAYMENT DUE: $ 1,740,939.--

Approved by:

Vital Strumza

WE THANK YOU FOR YOUR BUSINESS!

CONTRACT AMENDMENT

OWNER: City of Hattiesburg, Mississippi

CONTRACTOR: Alaqua, Inc

PROJECT NAME: KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS PROJECT, CITY OF HATTIESBURG, MISSISSIPPI

CONTRACT NUMBER: #R-103-205-03-KED

REASON FOR CHANGE: The Contractor provided an amendment to reduce the contract amount and contract time.

See attached Amendment Letter from Alaqua.

You Are Hereby Requested to Comply with the Following Changes from the Contract Plans, Specifications and Contract Documents: (Use Additional Sheets if Required)

D E D U C T I O N S				UNIT	TOTAL
ITEM NO.	DESCRIPTION	QTY	UNIT	COST	CONTRACT
1.0	70°C Suction Temperature to MVR, Feed 125,000 Lbs/Hr 100% Cane Molasses Yeast Effluent Evaporator	1	LS	$405,250.00	$405,250.00
				Total Deductions =	-$405,250.00

A D D I T I O N S				UNIT	TOTAL
ITEM NO.	DESCRIPTION	QTY	UNIT	COST	CONTRACT
				Total Additions =	$0.00

TOTAL DEDUCTIONS =	-$405,250.00
TOTAL ADDITIONS =	$0.00
NET RESULT =	-$405,250.00

ORIGINAL CONTRACT AMOUNT:	$7,037,400.00
TOTAL CONTRACT CHANGES TO DATE:	$0.00
CURRENT CONTRACT AMOUNT:	$7,037,400.00
THIS CONTRACT CHANGE:	-$405,250.00
REVISED CONTRACT AMOUNT:	$6,632,150.00
CURRENT CONTRACT COMPLETION DATE:	August 4, 2014
TIME EXTENSION REQUIRED BY CHANGE:	-320
REVISED CONTRACT COMPLETION DATE:	September 18, 2013

NOTE: THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: _____ _____

HRG, LLC — DATE

ENGINEER

ACCEPTED BY: _____ _____

Alaqua, Inc — DATE

CONTRACTOR

APPROVED BY: _____ _____

City of Hattiesburg — DATE

OWNER

ALAQUA, Inc.

7004 BOULEVARD EAST, SUITE 28A, GUTTENBERG, NJ 07093, USA
TEL: 201 758 1577, FAX: 201 758 1522, E-mail: Alaqua@Mindspring.com

ENGINEERS and MANUFACTURERS of SYSTEMS and EQUIPMENT

September 24, 2012 Web: http://www.alaquainc.com/

KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED
CITY OF HATTIESBURG, MISSISSIPPI
Alaqua Proposal # 408415
Subject: 70°C Suction Temperature to MVR, Feed 125,000 Lbs/Hr
100% Cane Molasses Yeast Effluent Evaporator

Dear Mr. Husman,

Alaqua is grateful for the City of Hattiesburg's award of the Evaporator project and we look forward to working with you on this project.

In recognition of the City's desire to expedite the delivery of the evaporator equipment, Alaqua is prepared to offer a Contract Amendment to reduce the Contract amount by $405,250 to $6,632,150. As a part of this amendment, we will accelerate the delivery time of the evaporator equipment to 350 calendar days from the Notice-to-Proceed date. Additionally, the payment schedule will be revised as follows:

Progress payments, payable upon receipt of Alaqua's invoice, payable, as follows:

26.25% Down Payment with the equipment order

21% payment with submittal of process flow diagram (PFD), PID, and preliminary General Arrangement Drawing (GAD)

10.5% thirty (30) calendar days from submittal of PFD, PID, and preliminary GAD

21.25% sixty (60) calendar days from submittal of PFD, PID, and preliminary GAD

10.5% one hundred and twenty (120) calendar days from submittal of PFD, PID, and preliminary GAD

ALAQUA, Inc.

7004 BOULEVARD EAST, SUITE 28A, GUTTENBERG, NJ 07093, USA
TEL: 201 758 1577, FAX: 201 758 1522, E-mail: Alaqua@Mindspring.com

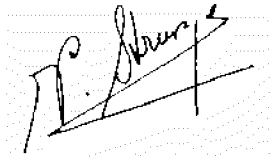
ENGINEERS and MANUFACTURERS of SYSTEMS and EQUIPMENT

September 24, 2012 Web: http://www.alaquainc.com/

KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED
CITY OF HATTIESBURG, MISSISSIPPI
Alaqua Proposal # 408415
Subject: 70°C Suction Temperature to MVR, Feed 125,000 Lbs/Hr
100% Cane Molasses Yeast Effluent Evaporator

10.5% when equipment received at the site.

Alaqua recognizes that 5% retainage will be withheld from each progress payment. This 5% will be payable to Alaqua upon successful testing and operation of the evaporator or within 6 months from date of delivery if the system is not successfully operation due to reasons unrelated to Alaqua, whichever shall occur first.



Vital Strumza
Alaqua, Inc.

City of Hattiesburg, MS

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

Master

File Number: 2012-1257

File ID:	2012-1257	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/10/2012
Brief Title:	Municipal Questionnaire			**Final Action:**	10/16/2012
				Minute Book Number:	MB2012-1/367

Title:

Authorize the Mayor and City Clerk to execute Certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2012.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Municipal Questionnaire	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize the Mayor and City Clerk to execute Certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2012.

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

ΓEL-No Vote: 0

Text of Legislative File 2012-1257

Title

Authorize the Mayor and City Clerk to execute Certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2012.

Summary

Municipal Questionnaire

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
   City of Hattiesburg
   P.O. Box 1898 Hattiesburg, MS 39403-1898

2. List the date and population of the latest official U.S. Census or most recent official census:
   2010 45,989

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
   ** See attached list **

4. Period of time covered by this questionnaire:

   From: _____ To: _____

5. Expiration date of current elected officials' term: June 30, 2013

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 20 12

Answer All Questions: **Y** - YES, **N** - NO, **N/A** - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) — Y

2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) — Y

3. Are municipal records open to the public? (Section 25-61-5) — Y

4. Are meetings of the board open to the public? (Section 25-41-5) — Y

5. Are notices of special or recess meetings posted? (Section 25-41-13) — Y

5. Are all required personnel covered by appropriate surety bonds?
   - Board or council members (Sec. 21-17-5) — Y
   - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) — Y
   - Municipal clerk (Section 21-15-38) — Y
   - Deputy clerk (Section 21-15-23) — Y
   - Chief of police (Section 21-21-1) — Y
   - Deputy police (Section 45-5-9) (if hired under this law) — Y

7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) — Y

8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) — Y

9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) — Y

10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) — Y

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) — Y

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) ___Y___

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7) ___Y___

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) ___Y___

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) ___Y___

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) ___Y___

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) ___Y___

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) ___Y___

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) ___Y___

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) ___Y___

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) ___Y___

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) ___Y___

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y

13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y

14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y

15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y

16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y

17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y

18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y

19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y

2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y

4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y

2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y

3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y

4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y

5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y

2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y

3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) N/A

4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y

5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y

6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y

7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y

8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

9. Has the municipality levied or appropriated not less than 1/4

mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) ___Y___

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) ___Y___

11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) ___Y___

12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) ___Y___

13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) ___Y___

14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) ___Y___

15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) ___Y___

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 20 12

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Hattiesburg, and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)	(Mayor's Signature)
(Date)	(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

ELECTED OFFICIALS
CITY OF HATTIESBURG, MISSISSIPPI
JULY, 2009-JUNE, 2013

Mayor

Johnny L. DuPree
1028 North Main St.
Hattiesburg, MS 39401
(W)601-545-4501

Ward 1 Councilman

Kim Bradley
4219 Lincoln Rd. Extension
Hattiesburg, MS 39402
(W)601-261-5060

Ward 2 Councilwoman

Deborah Denard Delgado
304 Williams
Hattiesburg, MS 39401
(H)601-582-2560

Ward 3 Councilman

Carter Carroll
205 Lynnwood Circle
Hattiesburg, MS 39402
(H)601-268-7583
(W)601-545-4551

Ward 4 Councilman

Dave Ware
402 Rebecca Ave.
Hattiesburg, MS 39401
(C)601-297-7629

Ward 5 Councilman

Henry E. Naylor
7 Langston Rd.
Hattiesburg, MS 39401
(H)601-584-6160
(W)601-545-4551

City Attorney

Charles Lawrence
1105 Edwards St.
Hattiesburg, MS 39401
(W)601-582-4157

City of Hattiesburg, MS

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

Master

File Number: 2012-1245

File ID:	2012-1245	**Type:**	Regular Agenda Item	**Status:**	Removed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/09/2012
Brief Title:	Rescind AT&T contract; authorize Megagate contract, Metro Ethernet & Bonded T1			**Final Action:**	
				Minute Book Number:	MB 2012-1/367/REMC

Title: Authorize Mayor to rescind contract with AT&T for metro ethernet approved at Minute Book 2012-1/137-138 and to execute letter of Agreement for services with Megagate for metro ethernet & bonded T1 network connections for all city department in the amount of $12,560.00 per month.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	service application megagate.pdf	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Angie Sanford	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012	Remove				
	Action Text:	Removed.					

Text of Legislative File 2012-1245

Title
Authorize Mayor to rescind contract with AT&T for metro ethernet approved at Minute Book 2012-1/137-138 and to execute letter of Agreement for services with Megagate for metro ethernet & bonded T1 network connections for all city department in the amount of $12,560.00 per month.

Summary
Rescind AT&T contract; authorize Megagate contract, Metro Ethernet & Bonded T1

Budget Information
001091.6068

Expenditure Type
Regular Budget Item

Purchasing Item

Publication Information

MEGAGATE broadband

APPLICATION FOR BUSINESS SERVICE

City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39402
Phone: (601) 545-4565

Date: **26-Sep-12**
Fed Tax ID:
New Acct: ☐
Acct. No. **205876**
Email : asanford@hattiesburgms.com

Sales ID: **K Mitchell**
County 911: **Forrest**
No. of Employees:
Years in Business:
In City Limits: ☑

Equipment, Service, and Installation Charges

Qty	Description	Unit Cost	Recurring	NRC
1	100 Meg Metro Ethernet - 200 Forrest St.	$ 2,000.00	$ 2,000.00	$ -
1	40 Meg Metro Ethernet - #1 Govt. Plaza	$ 1,400.00	$ 1,400.00	$ -
1	10 Meg Wireless Ethernet - 622 Corrine St.	$ 425.00	$ 425.00	$ -
1	10 Meg Wireless Ethernet - 104 Lamar Blvd.	$ 425.00	$ 425.00	$ -
1	3 Meg Bonded T1 - 103 Faulkner	$ 581.00	$ 581.00	$ -
1	3 Meg Bonded T1 - 53 Academy Dr	$ 581.00	$ 581.00	$ -
1	10 Meg Wireless Ethernet - 105 S. Park Ave	$ 425.00	$ 425.00	$ -
1	3 Meg Bonded T1 - 900 James St.	$ 581.00	$ 581.00	$ -
1	10 Meg Metro Ethernet - 4080 US Hwy 11	$ 425.00	$ 425.00	$ -
1	3 Meg Bonded T1 - 1001 S. Tipton St.	$ 581.00	$ 581.00	$ -
1	10 Meg Wireless Ethernet - 300 N. 12th Av	$ 425.00	$ 425.00	$ -
1	10 Meg Wireless Ethernet - 300 E 5th St.	$ 425.00	$ 425.00	$ -
1	10 Meg Wireless Ethernet - 810 N Main	$ 425.00	$ 425.00	$ -
1	3 Meg Bonded T1 - 1111 Arledge St	$ 581.00	$ 425.00	$ -
1	3 Meg Bonded T1 - 5033 Hwy 42	$ 581.00	$ 581.00	$ -
1	10 Meg Wireless Ethernet - 922 E Hardy St.	$ 425.00	$ 425.00	$ -
1	10 Meg Wireless Ethernet - 3802 Montague Blvd	$ 425.00	$ 425.00	$ -
1	10 Meg Wireless Ethernet - 46 Parkway Blvd	$ 425.00	$ 425.00	$ -
1	1.5 Meg T1 - 3401 W 7th St	$ 365.00	$ 365.00	$ -
1	10 Meg Wireless Ethernet - 522 Mobile St	$ 425.00	$ 425.00	$ -
1	1.5 Meg T1 - 5010 Old Hwy 42	$ 365.00	$ 365.00	$ -
1	10 Meg Wireless Ethernet - Grounds Maintenance	$ 425.00	$ 425.00	$ -
		Total	**$ 12,560.00**	**$ -**

Other Information

Agreement Term:	36 months		
Early Disconnect Fees:	Greater of $1,000 or 40% of remaining contract amount		
Long Distance Rate:	NA		
Current Telephone Company:	NA		
Billing Address:	P.O. Box 1898	Billing City, ST ZIP:	Hattiesburg, MS 39402
Yellow Page Heading:	NA	No Listing:	☐

Please specify clearly how you would like to be listed in the telephone directory:

NA

Sales Contact :	Angie Sanford	Phone:	601-545-4565
Tech Contact:	Robert Friend	Phone:	601-5445-4561
Billing Contact:		Phone:	

APPLICATION FOR SERVICE

MEGAGATE BROADBAND, INC.
26-Sep-12

City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39402
Phone (601) 545-4565

Voice Service

	Type	Port	Extd	Wide	Hunt	CW	CF	CID	BFP	RFP	Host	MegV	Wire
( ) -		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
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Accepted by customer

Signature: _____

Print Name: _____

Title: _____

Date: _____

Your signature indicates that you have read and understand the MegaGate Broadband, Inc. Terms of Service, grant MegaGate permission to perform a credit check, agree to purchase equipment and services as described herein, and that you are authorized to enter into contracts of this amount on behalf of The City of Hattiesburg.

City of Hattiesburg, MS

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

Master

File Number: 2012-1253

File ID:	2012-1253	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/09/2012
Brief Title:	Commercial Rehabilitation - Fireplace and Stone Center			**Final Action:**	10/16/2012
				Minute Book Number:	MB 2012-1/367-368

Title:

Approve Commercial Rehabilitation Assistance Award to Fireplace and Stone Center of 1505 North Main Street, Timothy Brewer, Owner, in an amount not to exceed $2,000 and authorize the Mayor to execute Subrecipient Agreement in connection with the same. {Entitlements}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Commercial Rehab Agreement - Fireplace and Stone Center, Exhibit A - Fireplace and Stone Center, executed Commercial Rehab Agreement - Fireplace and Stone Center	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Andrew Ellard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve Commercial Rehabilitation Assistance Award to Fireplace and Stone Center of 1505 North Main Street, Timothy Brewer, Owner, in an amount not to exceed $2,000 and authorize the Mayor to execute Subrecipient Agreement in connection with the same. {Entitlements}

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

Text of Legislative File 2012-1253

Title

Approve Commercial Rehabilitation Assistance Award to Fireplace and Stone Center of 1505 North Main Street, Timothy Brewer, Owner, in an amount not to exceed $2,000 and authorize the Mayor to execute Subrecipient Agreement in connection with the same. {Entitlements}

Summary

Commercial Rehabilitation - Fireplace and Stone Center

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
COMMERCIAL REHAB ASSISTANCE AGREEMENT

Fireplace and Stone Center

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **sixteenth (16th) day of October, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "CITY"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401, represented by the **Hattiesburg Historic Downtown Association** as a CDBG Program Administrator for the City's Commercial Rehabilitation Program, and **Fireplace and Stone Center**, a for-profit Corporation (hereinafter referred to as the "Business" or "Subrecipient"), located at **1505 North Main Street** in Hattiesburg, Mississippi, and owned by **Timothy E. Brewer** for an amount not to exceed **$2,000.00** and which shall terminate on or before the **thirty-first (31st) day of March 2013**, unless amended by written instrument as provided for herein.

WHEREAS, the CITY has engaged the Hattiesburg Historic Downtown Association as a subrecipient – to act in the City's stead for the administration of Commercial Rehabilitation projects to assist the CITY in the improvement of facades, exteriors, and streetscapes along business corridors of low-income areas, and as such, references to "CITY" hereinafter refer to the Hattiesburg Historic Downtown Association.

WHEREAS, the CITY wishes to engage the BUSINESS to assist the CITY in utilizing such funds for: the improvement of facades, exteriors, and streetscapes along business corridors of low-income areas.

WHEREAS, such an activity meets a U.S. Department of Housing and Urban Development National Objective as it related to the CITY's Community Development Black Grant Program.

Now, therefore, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

FUNDING SOURCE: Community Development Block Grant Funds

AMOUNT: not to exceed $2,000.00

TERM OF AGREEMENT: Effective October 16, 2012 through March 31, 2013.

SCOPE OF WORK: The OWNER will utilize CDBG Funds for materials and contracted labor required to remove the existing sign, add a sign/lettering to the side of the building, create a circular drive to the North of the property's primary parking area, and improve landscaping in areas visible from the street (all contingent on proper permitting).

The BUSINESS will utilize CDBG Funds according to Exhibit "B."

The BUSINESS must submit Quarterly Reports to the CITY, which will include:

(i) A detailed account of transactions in which CDBG Funds were utilized,

(ii) Receipts or other confirming documentation of those transactions, and

(iii) A brief narrative of the progress the BUSINESS is making in relation to the Scope of Work described herein.

Quarterly Reports are due December 20th and March 20th. The CITY may request additional information at a later date.

The CITY will schedule an onsite monitoring visit approximately half way through the term of the Agreement. The CITY may also conduct such an inspection at any given time as is necessary and appropriate throughout the term of the Agreement. The BUSINESS shall permit the Department and other persons duly authorized appropriate access for such inspection.

BUDGET (CDBG funds): The BUSINESS is approved to utilize CDBG funding according to the following budget, and it is expected that the BUSINESS will follow the budget as closely as administratively feasible. The amounts below may differ from the proposed budget in the BUSINESS's Application/Proposal.

Signage – remove existing & install new	$ 2,000.00
Concrete – materials and contracted labor	$ 0.00
Landscaping	$ 0.00
Miscellaneous (requires prior staff review)	$ 0.00
TOTAL	**$ 2,000.00**

It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to line items that are less than 10% may be made without prior approval, but should be noted on the next request for funds or periodic report. Cumulative adjustments of more than 10% require a formal amendment. Any line items listed with a $0.00 budget are included as line items into which the BUSINESS may adjust funds, if needed, within the allowed 10%.

Should the cost of the Signage materials and work not exhaust the budgeted funds, the BUSINESS may use any remaining funds on the business' portion of the Concrete work for the proposed circular drive, or the Landscaping line item.

SPECIAL CONDITIONS: Exhibit A, attached, includes the BUSINESS's Application for CDBG funding and proposal as originally submitted. The Exhibit is included

strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Agreement, contained herein.

ARTICLE I
Exhibits and Definitions

1.1 EXHIBITS: Attached hereto and forming a part of this Agreement are the following Exhibits:

EXHIBIT A: Original Assistance Application. References to "Work Program" may imply the attached original application, but the Scope of Work contained herein is the driving purpose and scope of the agreement.

EXHIBIT B: Budget: Complete Budget information is contained within the Scope of Work section.

1.2 DEFINITIONS: As used herein the following terms shall mean:

Act or 24 CFR 570: Title I of the Housing and Community Development Act of 1974, as amended

Agreement Records: Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the BUSINESS or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

CDBG Program: Community Development Block Grant Program

CDBG Requirements: The requirements contained in 24 CFR Part 570, and related and triggered Federal requirements

Department: The City of Hattiesburg Department of Federal & State Programs

Federal Award: Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.

Low- and Moderate-Income Person: A member of a low- or moderate-income household whose income is within specific income levels set forth by U.S. HUD for the area

U.S. HUD or HUD: The United States Department of Housing and Urban Development

ARTICLE II
Basic Requirements

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

2.1 The Business Plan and Proposal (hereinafter referred to as "Work Program") submitted by the BUSINESS to the CITY which shall become attached hereto as Exhibit "A" to this Agreement and shall include the following:

2.1.1 The Work Program shall detail the activities to be carried out by the BUSINESS. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.

2.1.2 The schedule of activities and measurable objectives play an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the BUSINESS under this Agreement.

2.2 The Compensation and Budget Summary attached hereto as Exhibit "B", which shall include completion of the BUSINESS's Budget.

2.3 All other documentation reasonably required by the CITY.

ARTICLE III
Terms and Procedures

3.1 City Authorization: For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided by in this Agreement.

3.2 Effective Date and Term: The effective date of this Agreement shall be October 16, 2012 through March 31, 2013. This is the timeframe in which the BUSINESS has to draw and utilize the funds made available as a part of this agreement. This is also the timeframe in which the BUSINESS will be required to provide all evidence and documentation that the agreement was successfully fulfilled and that funds were expended for eligible uses.

3.2.1 The BUSINESS's obligations related to this Agreement extend beyond the basic effective dates, as the BUSINESS is required to retain records for a period of five (5) years. Record retention requirements are generally five (5) years from the closeout of the agreement, but may extend further as a result of any audit or finding related to the use of funds after the effective dates have expired.

3.3 Obligations of the Business: The BUSINESS shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and set forth by HUD and the CITY.

3.4 Level of Service: Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities hereunder, the BUSINESS shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the BUSINESS shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

ARTICLE IV
CDBG Funding and Disbursement Requirements

4.1 Compensation: The amount of compensation payable by the CITY to the BUSINESS shall be based on the rates, schedules and conditions described in Exhibit "B" attached hereto, which by this reference is incorporated into this Agreement.

4.2 Insurance: Intentionally deleted.

4.3 Financial Accountability: The CITY reserves the right to audit the records of the BUSINESS at any time during the performance of this Agreement and for a period of five (5) years after its expiration/termination. The BUSINESS agrees to provide all financial and other applicable records and documentation of service to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice, which are found by the CITY, on the basis of such audit and at its sole discretion, not to constitute reasonable and necessary expenditures. Any payment made to the BUSINESS is subject to reduction for overpayments on previously submitted invoices.

4.4 Recapture of Funds: The CITY reserves the right to recapture funds in the event that the BUSINESS shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the discretion of the federal, state and local agencies.

4.5 Contingency Clause: Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

Article V
Audit

5.0 Audit: Intentionally deleted.

Article VI
Records and Reports

6.1 The BUSINESS shall establish and maintain sufficient records to enable the CITY to determine whether the BUSINESS has met the requirements of the CDBG Program. At a minimum, the following records shall be maintained by the BUSINESS:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical focus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the BUSINESS may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definition of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the BUSINESS may substitute a copy of a verifiable certification from the assisted person that his or her family/household income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the BUSINESS may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based on HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

6.1.3 Equal Opportunity Records containing:

(i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

(ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the

hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 Retention and Accessibility of Records

6.2.1 The Department shall have the authority to review the BUSINESS's records, including Project and programmatic records and books of account, for a period of five (5) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the BUSINESS at least until the expiration of the Retention Period. The BUSINESS shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided hereunder. The BUSINESS further agrees to abide by federal and state laws pertaining to public records.

6.2.2 The BUSINESS shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each record-keeping and audit requirements detailed in this Agreement. The Department shall, in its sole discretion, determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement.

6.2.3 If the CITY or the BUSINESS has received or given notice of any kind indicating and threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The BUSINESS shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The BUSINESS shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one (1) year after the expiration of the Retention Period.

6.3 Provision of Records

6.3.1 At any time, upon request by the Department, the BUSINESS shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the BUSINESS receives funds from, or is under regulatory control of other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the BUSINESS shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 Monitoring: The BUSINESS shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the BUSINESS which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the BUSINESS. Following such inspection or interviews, the Department will deliver to the BUSINESS a report of its findings. The BUSINESS will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the BUSINESS's justification is acceptable.

At the request of the CITY, the BUSINESS shall transmit to the CITY written statements of the BUSINES's official policies on specified issues relating to the BUSINESS's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the BUSINESS shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY, or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 Related Parties: The BUSINESS shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the BUSINESS is responsible for appointing memberships. The BUSINESS shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

ARTICLE VII
Other CDBG Program Requirements

7.1 The BUSINESS shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201(o).

7.2 The BUSINESS shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low- and moderate-income persons.

7.3 The BUSINESS shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The BUSINESS shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the BUSINESS in adhering to the provisions of this Agreement. Representatives of the BUSINESS shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 The BUSINESS shall, to the greatest extent possible, give low- and moderate-income residents of the service area opportunities for training and employment.

7.6 The BUSINESS shall use the funds to provide general support to owner(s) of microenterprises or persons developing microenterprises eligible under 570.208(a)(2)(iii). No other activities will be funded under this Agreement, unless Work Program is amended in writing by mutual agreement.

7.7 The BUSINESS shall carry out its Work Program in compliance with all Federal laws and regulations, described in Subpart K of the CDBG Program regulation (24 CFR 570.600-612), which by this reference, is incorporated into and made a part of this Agreement.

7.8 The BUSINESS shall not assume the CITY's environmental responsibilities described in 24 CFR 570.604, of the CDBG Program regulations, and the CITY's responsibility for initiating the review process under Executive Order 12372.

7.9 Non-Discrimination: The BUSINESS shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement. Furthermore, the BUSINESS agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.10 The BUSINESS shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.11 The BUSINESS and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.12 The BUSINESS shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010, by reference incorporated herein as part of this Agreement.

7.13 Uniform Administrative Requirements: The BUSINESS shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).

7.14 Religious Organizations/Constitutional Prohibition: If the BUSINESS is or was created by a religious organization, the BUSINESS agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j). In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a

general rule, CDBG assistance may not be used for religious activities or provided to entities with any limitation, whether directed or implied, on the beneficiaries of its activities on the basis of religion or participation in a religious activity, as provided in 24 CFR Part 570.200(j). The BUSINESS shall comply with those requirements and prohibitions when entering into subcontracts.

7.15 Reversion of Assets: Upon expiration/termination of this Agreement, the BUSINESS must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.16 Enforcement of this Agreement: Any violation of this Agreement that remains uncured thirty (30) days after the BUSINESS's receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the BUSINESS materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

ARTICLE IX
Remedies, Suspension, Termination

9.1 Remedies for Noncompliance: The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the BUSINESS, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the BUSINESS an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the BUSINESS that any payment made in accordance with this Agreement to the BUSINESS shall be made only if the BUSINESS is not in default under the terms of this Agreement. If the BUSINESS is in default, the CITY shall not be obligated and shall not pay to the BUSINESS any sum whatsoever.

If the BUSINESS materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the BUSINESS, or such more severe enforcement action as the CITY determines is necessary or appropriate.

9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the BUSINESS.

9.1.4 Withhold further CDBG grants and/or loans for the BUSINESS.

9.1.5 Take all such other remedies that may be legally available.

Notwithstanding any other provision of this Agreement, if the BUSINESS materially fails to comply with any term of this Agreement, the BUSINESS, at the sole discretion of the CITY, shall pay to the CITY an amount equal to the current market value of any real property, under the BUSINESS's control, acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to the BUSINESS in the form of a loan and/or grant), less any portion of the value attributable to expenditures of non-CDBG Funds for the acquisition of, or improvement to, the property. The payment is Program Income to the CITY.

9.2 Suspension:

9.2.1 The Department may, for reasonable cause temporarily suspend the BUSINESS's operations and authority to obligate funds under this Agreement or withhold payments to the BUSINESS pending necessary corrective action by the BUSINESS, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

9.2.1.1 Ineffective or improper use of the CDBG Funds by the BUSINESS;

9.2.1.2 Failure by the BUSINESS to materially comply with any term or provision of this Agreement;

9.2.1.3 Failure by the BUSINESS to submit any documents required by this Agreement; or

9.2.1.4 The BUSINESS's submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the BUSINESS's authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the BUSINESS in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in-person delivery with proof of delivery. The notification will include the reason(s) for such action, any condition relating to the action taken, and the necessary corrective action(s).

9.3 Termination:

9.3.1 Termination Because of Lack of Funds: In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY's funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the BUSINESS. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. In the event that the CITY's funding source reduces the CITY's entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the BUSINESS pursuant to this Agreement.

9.3.2 Termination for Breach: The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the BUSINESS is not materially complying with any term or provision of this Agreement. The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and

absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the BUSINESS to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the BUSINESS's breach is waived by the Department in writing, the Department may, by written notice to the BUSINESS, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. Waiver of breach of any provision of thie Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE X
Miscellaneous Provisions

10.1 Indemnification: The BUSINESS shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the BUSINESS's activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the BUSINESS and/or any persons acting for or on its behalf, and from and against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 Amendments: No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications must be approved by the Department in writing.

10.3 Ownership of Documents: All documents developed by the BUSINESS under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the CITY. The BUSINESS agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of any federal and state Public Records requirements.

10.4 Award of Agreement: The BUSINESS warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY and fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 Non-Delegability: The obligations undertaken by the BUSINESS pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY's prior written consent which may be granted or withheld in the CITY's sole discretion.

10.6 Construction of Agreement: This Agreement shall be construed and enforced according to the laws of the State of Mississippi.

10.7 Conflict of Interest:

10.7.1 The BUSINESS covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program funded activities has any personal financial interest, direct or indirect, in this Agreement. The BUSINESS further covenants, that in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the BUSINESS or its employees must be disclosed in writing to the CITY.

10.7.2 The BUSINESS is aware of the conflict of interest laws of the State of Mississippi and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement: The BUSINESS shall comply with the standards contained within 24 CFR Part 84.

10.7.4 In all other cases, the BUSINESS shall comply with the standards contained within 24 CFR 570.611.

10.8 No Obligation to Renew: Upon expiration of the term of this Agreement, the BUSINESS agrees and understands that the CITY has no obligation to renew this Agreement.

10.9 Entire Agreement: This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.10 General Conditions:

10.10.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in-person delivery 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, upon notice in writing. 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.

CITY of HATTIESBURG	BUSINESS
Andrew Ellard	**Timothy E. Brewer, Owner**
Federal & State Programs	**Fireplace and Stone Center**
200 Forrest Street	**1505 North Main Street**
Hattiesburg, MS 39401	**Hattiesburg, MS 39401**

10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.10.3 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 control.

10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.10.5 Should any provision, paragraph, sentence, word or phrase 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 provision, paragraph, sentence, word or phrase 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 severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.11 Independent Contractor: The BUSINESS 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 employees; further, they shall not be deemed entitled to the Mississippi Worker's Compensation benefits as employees of the CITY.

10.12 Successors and Assigns: This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.13 Business Certification: The BUSINESS certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the BUSINESS's governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the BUSINESS to act in connection with this Agreement and to provide such information as may be required.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
Eddie Myers, City Clerk

Date: _____

Fireplace and Stone Center

By: _____
Timothy E. Brewer, Owner

Date: _____

Attest: _____

Date: _____

Signage

Not historic

Façade Improvement Grant Application

II. APPLICANT INFORMATION

1. Applicant's/Owner's Name: Timothy E. Brewer
2. Business Name: Fireplace and Stone Center
3. Applicant's Phone #: 601-545-9876 Fax #: 601-545-9878
4. Street Address: 1505 N. Main St. Hattiesburg, MS 39401
5. Mailing Address: 1505 N. Main St. Hattiesburg, MS 39401
6. E-Mail Address: tim@fireplaceandstone.comcastbiz.net
7. Business/Tax Identification #: 71-1012482
8. Type of Business: Retail Store/Professional
   (Professional, office, restaurant, etc.)
9. Owner's Name: (if different from applicant) Same
10. Applicant Status: Choose one
    (x) Property Owner ( ) Business Owner/Tenant ( ) Both

III. PROJECT INFORMATION

1. Current Building Use: Retail Sales

   Proposed Use if Changing: _____
2. Date of Original Construction: _____ Number of Stories: 1
   The original construction date may be obtained from the Tax Department 601-545-4525.
3. Construction Type:
   (x) Wood Frame ( ) Brick (x) Block/Stone (x) Masonry ( ) Other
   Include Photos

Please provide a short narrative description of the proposed project:

I would like to remove my old sign from just off North Main Street and replace with two new signs. One on front of building and the other one on the Northwest side. Improve my parking area.

Replace old fence between my business and neighboring business. I will replace chain link fence with a stone/wrought iron fence with a gazebo or outdoor fireplace for display or business functions.

I would also like to have a slab poured for extra parking and area for delivery trucks to park. This area would also be on the Northwest side of my business.

Are you open to suggestions or design assistance? (x) Yes ( ) No
How can we assist you? Please explain:

Estimated Cost of Improvements:
a). Amount of CDBG Funds Requested $ 4,500.00 - 10,000.00

b). Total Cost of Project Improvements: $ Approx. 10,000.00

Please provide a Project Schedule:
a). Estimated construction start date: Aug. 2012

b). Estimated completion date: Nov. 2012

Do you have volunteer participation? (x) Yes ( ) No
Source: Stone mason on staff, wrought iron supplier and installer

Do you have additional resources/funding for your project if the CDBG Grant does not cover all the expense of your project? (x) Yes ( ) No

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
COMMERCIAL REHAB ASSISTANCE AGREEMENT

Fireplace and Stone Center

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **sixteenth (16th) day of October, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "CITY"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401, represented by the **Hattiesburg Historic Downtown Association** as a CDBG Program Administrator for the City's Commercial Rehabilitation Program, and **Fireplace and Stone Center**, a for-profit Corporation (hereinafter referred to as the "Business" or "Subrecipient"), located at **1505 North Main Street** in Hattiesburg, Mississippi, and owned by **Timothy E. Brewer** for an amount not to exceed **$2,000.00** and which shall terminate on or before the **thirty-first (31st) day of March 2013**, unless amended by written instrument as provided for herein.

WHEREAS, the CITY has engaged the Hattiesburg Historic Downtown Association as a subrecipient – to act in the City's stead for the administration of Commercial Rehabilitation projects to assist the CITY in the improvement of facades, exteriors, and streetscapes along business corridors of low-income areas, and as such, references to "CITY" hereinafter refer to the Hattiesburg Historic Downtown Association.

WHEREAS, the CITY wishes to engage the BUSINESS to assist the CITY in utilizing such funds for: the improvement of facades, exteriors, and streetscapes along business corridors of low-income areas.

WHEREAS, such an activity meets a U.S. Department of Housing and Urban Development National Objective as it related to the CITY's Community Development Black Grant Program.

Now, therefore, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

FUNDING SOURCE: Community Development Block Grant Funds

AMOUNT: not to exceed $2,000.00

TERM OF AGREEMENT: Effective October 16, 2012 through March 31, 2013.

SCOPE OF WORK: The OWNER will utilize CDBG Funds for materials and contracted labor required to remove the existing sign, add a sign/lettering to the side of the building, create a circular drive to the North of the property's primary parking area, and improve landscaping in areas visible from the street (all contingent on proper permitting).

The BUSINESS will utilize CDBG Funds according to Exhibit "B."

The BUSINESS must submit Quarterly Reports to the CITY, which will include:

(i) A detailed account of transactions in which CDBG Funds were utilized,

(ii) Receipts or other confirming documentation of those transactions, and

(iii) A brief narrative of the progress the BUSINESS is making in relation to the Scope of Work described herein.

Quarterly Reports are due December 20th and March 20th. The CITY may request additional information at a later date.

The CITY will schedule an onsite monitoring visit approximately half way through the term of the Agreement. The CITY may also conduct such an inspection at any given time as is necessary and appropriate throughout the term of the Agreement. The BUSINESS shall permit the Department and other persons duly authorized appropriate access for such inspection.

BUDGET (CDBG funds): The BUSINESS is approved to utilize CDBG funding according to the following budget, and it is expected that the BUSINESS will follow the budget as closely as administratively feasible. The amounts below may differ from the proposed budget in the BUSINESS's Application/Proposal.

Signage – remove existing & install new	$ 2,000.00
Concrete – materials and contracted labor	$ 0.00
Landscaping	$ 0.00
Miscellaneous (requires prior staff review)	$ 0.00
TOTAL	**$ 2,000.00**

It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to line items that are less than 10% may be made without prior approval, but should be noted on the next request for funds or periodic report. Cumulative adjustments of more than 10% require a formal amendment. Any line items listed with a $0.00 budget are included as line items into which the BUSINESS may adjust funds, if needed, within the allowed 10%.

Should the cost of the Signage materials and work not exhaust the budgeted funds, the BUSINESS may use any remaining funds on the business' portion of the Concrete work for the proposed circular drive, or the Landscaping line item.

SPECIAL CONDITIONS: Exhibit A, attached, includes the BUSINESS's Application for CDBG funding and proposal as originally submitted. The Exhibit is included

strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Agreement, contained herein.

ARTICLE I
Exhibits and Definitions

1.1 EXHIBITS: Attached hereto and forming a part of this Agreement are the following Exhibits:

EXHIBIT A: Original Assistance Application. References to "Work Program" may imply the attached original application, but the Scope of Work contained herein is the driving purpose and scope of the agreement.

EXHIBIT B: Budget: Complete Budget information is contained within the Scope of Work section.

1.2 DEFINITIONS: As used herein the following terms shall mean:

Act or 24 CFR 570: Title I of the Housing and Community Development Act of 1974, as amended

Agreement Records: Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the BUSINESS or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

CDBG Program: Community Development Block Grant Program

CDBG Requirements: The requirements contained in 24 CFR Part 570, and related and triggered Federal requirements

Department: The City of Hattiesburg Department of Federal & State Programs

Federal Award: Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.

Low- and Moderate-Income Person:	A member of a low- or moderate-income household whose income is within specific income levels set forth by U.S. HUD for the area
U.S. HUD or HUD:	The United States Department of Housing and Urban Development

ARTICLE II
Basic Requirements

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

2.1 The Business Plan and Proposal (hereinafter referred to as "Work Program") submitted by the BUSINESS to the CITY which shall become attached hereto as Exhibit "A" to this Agreement and shall include the following:

2.1.1 The Work Program shall detail the activities to be carried out by the BUSINESS. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.

2.1.2 The schedule of activities and measurable objectives play an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the BUSINESS under this Agreement.

2.2 The Compensation and Budget Summary attached hereto as Exhibit "B", which shall include completion of the BUSINESS's Budget.

2.3 All other documentation reasonably required by the CITY.

ARTICLE III
Terms and Procedures

3.1 City Authorization: For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided by in this Agreement.

3.2 Effective Date and Term: The effective date of this Agreement shall be October 16, 2012 through March 31, 2013. This is the timeframe in which the BUSINESS has to draw and utilize the funds made available as a part of this agreement. This is also the timeframe in which the BUSINESS will be required to provide all evidence and documentation that the agreement was successfully fulfilled and that funds were expended for eligible uses.

3.2.1 The BUSINESS's obligations related to this Agreement extend beyond the basic effective dates, as the BUSINESS is required to retain records for a period of five (5) years. Record retention requirements are generally five (5) years from the closeout of the agreement, but may extend further as a result of any audit or finding related to the use of funds after the effective dates have expired.

3.3 Obligations of the Business: The BUSINESS shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and set forth by HUD and the CITY.

3.4 Level of Service: Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities hereunder, the BUSINESS shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the BUSINESS shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

ARTICLE IV
CDBG Funding and Disbursement Requirements

4.1 Compensation: The amount of compensation payable by the CITY to the BUSINESS shall be based on the rates, schedules and conditions described in Exhibit "B" attached hereto, which by this reference is incorporated into this Agreement.

4.2 Insurance: Intentionally deleted.

4.3 Financial Accountability: The CITY reserves the right to audit the records of the BUSINESS at any time during the performance of this Agreement and for a period of five (5) years after its expiration/termination. The BUSINESS agrees to provide all financial and other applicable records and documentation of service to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice, which are found by the CITY, on the basis of such audit and at its sole discretion, not to constitute reasonable and necessary expenditures. Any payment made to the BUSINESS is subject to reduction for overpayments on previously submitted invoices.

4.4 Recapture of Funds: The CITY reserves the right to recapture funds in the event that the BUSINESS shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the discretion of the federal, state and local agencies.

4.5 Contingency Clause: Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

Article V
Audit

5.0 Audit: Intentionally deleted.

Article VI
Records and Reports

6.1 The BUSINESS shall establish and maintain sufficient records to enable the CITY to determine whether the BUSINESS has met the requirements of the CDBG Program. At a minimum, the following records shall be maintained by the BUSINESS:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical focus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the BUSINESS may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definition of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the BUSINESS may substitute a copy of a verifiable certification from the assisted person that his or her family/household income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the BUSINESS may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based on HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

6.1.3 Equal Opportunity Records containing:

(i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

(ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the

hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 Retention and Accessibility of Records

6.2.1 The Department shall have the authority to review the BUSINESS's records, including Project and programmatic records and books of account, for a period of five (5) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the BUSINESS at least until the expiration of the Retention Period. The BUSINESS shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided hereunder. The BUSINESS further agrees to abide by federal and state laws pertaining to public records.

6.2.2 The BUSINESS shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each record-keeping and audit requirements detailed in this Agreement. The Department shall, in its sole discretion, determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement.

6.2.3 If the CITY or the BUSINESS has received or given notice of any kind indicating and threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The BUSINESS shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The BUSINESS shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one (1) year after the expiration of the Retention Period.

6.3 Provision of Records

6.3.1 At any time, upon request by the Department, the BUSINESS shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the BUSINESS receives funds from, or is under regulatory control of other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the BUSINESS shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 Monitoring: The BUSINESS shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the BUSINESS which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the BUSINESS. Following such inspection or interviews, the Department will deliver to the BUSINESS a report of its findings. The BUSINESS will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the BUSINESS's justification is acceptable.

At the request of the CITY, the BUSINESS shall transmit to the CITY written statements of the BUSINES's official policies on specified issues relating to the BUSINESS's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the BUSINESS shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY, or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 Related Parties: The BUSINESS shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the BUSINESS is responsible for appointing memberships. The BUSINESS shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

ARTICLE VII
Other CDBG Program Requirements

7.1 The BUSINESS shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201(o).

7.2 The BUSINESS shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low- and moderate-income persons.

7.3 The BUSINESS shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The BUSINESS shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the BUSINESS in adhering to the provisions of this Agreement. Representatives of the BUSINESS shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 The BUSINESS shall, to the greatest extent possible, give low- and moderate-income residents of the service area opportunities for training and employment.

7.6 The BUSINESS shall use the funds to provide general support to owner(s) of microenterprises or persons developing microenterprises eligible under 570.208(a)(2)(iii). No other activities will be funded under this Agreement, unless Work Program is amended in writing by mutual agreement.

7.7 The BUSINESS shall carry out its Work Program in compliance with all Federal laws and regulations, described in Subpart K of the CDBG Program regulation (24 CFR 570.600-612), which by this reference, is incorporated into and made a part of this Agreement.

7.8 The BUSINESS shall not assume the CITY's environmental responsibilities described in 24 CFR 570.604, of the CDBG Program regulations, and the CITY's responsibility for initiating the review process under Executive Order 12372.

7.9 Non-Discrimination: The BUSINESS shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement. Furthermore, the BUSINESS agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.10 The BUSINESS shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.11 The BUSINESS and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.12 The BUSINESS shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010, by reference incorporated herein as part of this Agreement.

7.13 Uniform Administrative Requirements: The BUSINESS shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).

7.14 Religious Organizations/Constitutional Prohibition: If the BUSINESS is or was created by a religious organization, the BUSINESS agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j). In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a

general rule, CDBG assistance may not be used for religious activities or provided to entities with any limitation, whether directed or implied, on the beneficiaries of its activities on the basis of religion or participation in a religious activity, as provided in 24 CFR Part 570.200(j). The BUSINESS shall comply with those requirements and prohibitions when entering into subcontracts.

7.15 Reversion of Assets: Upon expiration/termination of this Agreement, the BUSINESS must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.16 Enforcement of this Agreement: Any violation of this Agreement that remains uncured thirty (30) days after the BUSINESS's receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the BUSINESS materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

ARTICLE IX
Remedies, Suspension, Termination

9.1 Remedies for Noncompliance: The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the BUSINESS, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the BUSINESS an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the BUSINESS that any payment made in accordance with this Agreement to the BUSINESS shall be made only if the BUSINESS is not in default under the terms of this Agreement. If the BUSINESS is in default, the CITY shall not be obligated and shall not pay to the BUSINESS any sum whatsoever.

If the BUSINESS materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the BUSINESS, or such more severe enforcement action as the CITY determines is necessary or appropriate.

9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the BUSINESS.

9.1.4 Withhold further CDBG grants and/or loans for the BUSINESS.

9.1.5 Take all such other remedies that may be legally available.

Notwithstanding any other provision of this Agreement, if the BUSINESS materially fails to comply with any term of this Agreement, the BUSINESS, at the sole discretion of the CITY, shall pay to the CITY an amount equal to the current market value of any real property, under the BUSINESS's control, acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to the BUSINESS in the form of a loan and/or grant), less any portion of the value attributable to expenditures of non-CDBG Funds for the acquisition of, or improvement to, the property. The payment is Program Income to the CITY.

9.2 Suspension:

9.2.1 The Department may, for reasonable cause temporarily suspend the BUSINESS's operations and authority to obligate funds under this Agreement or withhold payments to the BUSINESS pending necessary corrective action by the BUSINESS, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

9.2.1.1 Ineffective or improper use of the CDBG Funds by the BUSINESS;

9.2.1.2 Failure by the BUSINESS to materially comply with any term or provision of this Agreement;

9.2.1.3 Failure by the BUSINESS to submit any documents required by this Agreement; or

9.2.1.4 The BUSINESS's submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the BUSINESS's authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the BUSINESS in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in-person delivery with proof of delivery. The notification will include the reason(s) for such action, any condition relating to the action taken, and the necessary corrective action(s).

9.3 Termination:

9.3.1 Termination Because of Lack of Funds: In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY's funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the BUSINESS. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. In the event that the CITY's funding source reduces the CITY's entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the BUSINESS pursuant to this Agreement.

9.3.2 Termination for Breach: The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the BUSINESS is not materially complying with any term or provision of this Agreement. The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and

absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the BUSINESS to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the BUSINESS's breach is waived by the Department in writing, the Department may, by written notice to the BUSINESS, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. Waiver of breach of any provision of thie Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE X
Miscellaneous Provisions

10.1 Indemnification: The BUSINESS shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the BUSINESS's activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the BUSINESS and/or any persons acting for or on its behalf, and from and against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 Amendments: No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications must be approved by the Department in writing.

10.3 Ownership of Documents: All documents developed by the BUSINESS under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the CITY. The BUSINESS agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of any federal and state Public Records requirements.

10.4 Award of Agreement: The BUSINESS warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY and fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 Non-Delegability: The obligations undertaken by the BUSINESS pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY's prior written consent which may be granted or withheld in the CITY's sole discretion.

10.6 Construction of Agreement: This Agreement shall be construed and enforced according to the laws of the State of Mississippi.

10.7 Conflict of Interest:

10.7.1 The BUSINESS covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program funded activities has any personal financial interest, direct or indirect, in this Agreement. The BUSINESS further covenants, that in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the BUSINESS or its employees must be disclosed in writing to the CITY.

10.7.2 The BUSINESS is aware of the conflict of interest laws of the State of Mississippi and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement: The BUSINESS shall comply with the standards contained within 24 CFR Part 84.

10.7.4 In all other cases, the BUSINESS shall comply with the standards contained within 24 CFR 570.611.

10.8 No Obligation to Renew: Upon expiration of the term of this Agreement, the BUSINESS agrees and understands that the CITY has no obligation to renew this Agreement.

10.9 Entire Agreement: This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.10 General Conditions:

10.10.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in-person delivery 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, upon notice in writing. 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.

CITY of HATTIESBURG	BUSINESS
Andrew Ellard	**Timothy E. Brewer, Owner**
Federal & State Programs	**Fireplace and Stone Center**
200 Forrest Street	**1505 North Main Street**
Hattiesburg, MS 39401	**Hattiesburg, MS 39401**

10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.10.3 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 control.

10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.10.5 Should any provision, paragraph, sentence, word or phrase 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 provision, paragraph, sentence, word or phrase 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 severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.11 Independent Contractor: The BUSINESS 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 employees; further, they shall not be deemed entitled to the Mississippi Worker's Compensation benefits as employees of the CITY.

10.12 Successors and Assigns: This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.13 Business Certification: The BUSINESS certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the BUSINESS's governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the BUSINESS to act in connection with this Agreement and to provide such information as may be required.

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: 10-16-12

Attest: _____
Eddie Myers, City Clerk

Date: 10-16-12

Fireplace and Stone Center

By: _____
Timothy E. Brewer, Owner

Date: _____

Attest: _____

Date: _____

City of Hattiesburg, MS

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

Master

File Number: 2012-1252

File ID:	2012-1252	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/09/2012
Brief Title:	Commercial Rehab - Trucks Unlimited			**Final Action:**	10/16/2012
				Minute Book Number:	MB 2012-1/368

Title:

Approve Commercial Rehabilitation Assistance Award to Trucks Unlimited of 1507 North Main Street, James Creel, Owner, in an amount not to exceed $2,000 and authorize the Mayor to execute Subrecipient Agreement in connection with the same. {Entitlements}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Commercial Rehab Agreement - Trucks Unlimited, Exhibit A - Trucks Unlimited, executed Commercial Rehab Agreement - Trucks Unlimited	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Andrew Ellard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve Commercial Rehabilitation Assistance Award to Trucks Unlimited of 1507 North Main Street, James Creel, Owner, in an amount not to exceed $2,000 and authorize the Mayor to execute Subrecipient Agreement in connection with the same. {Entitlements}

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

Text of Legislative File 2012-1252

Title

Approve Commercial Rehabilitation Assistance Award to Trucks Unlimited of 1507 North Main Street, James Creel, Owner, in an amount not to exceed $2,000 and authorize the Mayor to execute Subrecipient Agreement in connection with the same. {Entitlements}

Summary

Commercial Rehabilitation

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
COMMERCIAL REHAB ASSISTANCE AGREEMENT

Trucks Unlimited

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **sixteenth (16th) day of October, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "CITY"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401, represented by the **Hattiesburg Historic Downtown Association** as a CDBG Program Administrator for the City's Commercial Rehabilitation Program, and **Trucks Unlimited**, a for-profit Corporation (hereinafter referred to as the "Business" or "Subrecipient"), located at **1507 North Main Street** in Hattiesburg, Mississippi, and owned by **James D. Creel** for an amount not to exceed **$2,000.00** and which shall terminate on or before the **thirty-first (31st) day of March 2013**, unless amended by written instrument as provided for herein.

WHEREAS, the CITY has engaged the Hattiesburg Historic Downtown Association as a subrecipient – to act in the City's stead for the administration of Commercial Rehabilitation projects to assist the CITY in the improvement of facades, exteriors, and streetscapes along business corridors of low-income areas, and as such, references to "CITY" hereinafter refer to the Hattiesburg Historic Downtown Association.

WHEREAS, the CITY wishes to engage the BUSINESS to assist the CITY in utilizing such funds for: the improvement of facades, exteriors, and streetscapes along business corridors of low-income areas.

WHEREAS, such an activity meets a U.S. Department of Housing and Urban Development National Objective as it related to the CITY's Community Development Black Grant Program.

Now, therefore, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

FUNDING SOURCE: Community Development Block Grant Funds

AMOUNT: not to exceed $2,000.00

TERM OF AGREEMENT: Effective October 16, 2012 through March 31, 2013.

SCOPE OF WORK: The OWNER will utilize CDBG Funds for materials and labor required to create a circular drive to the South of the property's primary parking area, and improve landscaping in areas visible from the street (all contingent on proper permitting).

The BUSINESS will utilize CDBG Funds according to Exhibit "B."

The BUSINESS must submit Quarterly Reports to the CITY, which will include:

(i) A detailed account of transactions in which CDBG Funds were utilized,

(ii) Receipts or other confirming documentation of those transactions, and

(iii) A brief narrative of the progress the BUSINESS is making in relation to the Scope of Work described herein.

Quarterly Reports are due December 20th and March 20th. The CITY may request additional information at a later date.

The CITY will schedule an onsite monitoring visit approximately half way through the term of the Agreement. The CITY may also conduct such an inspection at any given time as is necessary and appropriate throughout the term of the Agreement. The BUSINESS shall permit the Department and other persons duly authorized appropriate access for such inspection.

BUDGET (CDBG funds): The BUSINESS is approved to utilize CDBG funding according to the following budget, and it is expected that the BUSINESS will follow the budget as closely as administratively feasible. The amounts below may differ from the proposed budget in the BUSINESS's Application/Proposal.

Concrete – materials and contracted labor	$ 2,000.00
Landscaping	$ 0.00
Miscellaneous (requires prior staff review)	$ 0.00
TOTAL	**$2,000.00**

It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to line items that are less than 10% may be made without prior approval, but should be noted on the next request for funds or periodic report. Cumulative adjustments of more than 10% require a formal amendment. Any line items listed with a $0.00 budget are included as line items into which the BUSINESS may adjust funds, if needed, within the allowed 10%.

Should the cost of the Concrete work not exhaust the budgeted funds, the BUSINESS may use any remaining funds on the Landscaping line item.

SPECIAL CONDITIONS: Exhibit A, attached, includes the BUSINESS's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions

of the proposed program may have been added to or taken away in drafting the final Agreement, contained herein.

ARTICLE I
Exhibits and Definitions

1.1 EXHIBITS: Attached hereto and forming a part of this Agreement are the following Exhibits:

EXHIBIT A: Original Assistance Application. References to "Work Program" may imply the attached original application, but the Scope of Work contained herein is the driving purpose and scope of the agreement.

EXHIBIT B: Budget: Complete Budget information is contained within the Scope of Work section.

1.2 DEFINITIONS: As used herein the following terms shall mean:

Act or 24 CFR 570: Title I of the Housing and Community Development Act of 1974, as amended

Agreement Records: Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the BUSINESS or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

CDBG Program: Community Development Block Grant Program

CDBG Requirements: The requirements contained in 24 CFR Part 570, and related and triggered Federal requirements

Department: The City of Hattiesburg Department of Federal & State Programs

Federal Award: Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.

Low- and Moderate-Income Person: A member of a low- or moderate-income household whose income is within specific income levels set forth by U.S. HUD for the area

U.S. HUD or HUD: The United States Department of Housing and Urban Development

ARTICLE II
Basic Requirements

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

2.1 The Business Plan and Proposal (hereinafter referred to as "Work Program") submitted by the BUSINESS to the CITY which shall become attached hereto as Exhibit "A" to this Agreement and shall include the following:

2.1.1 The Work Program shall detail the activities to be carried out by the BUSINESS. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.

2.1.2 The schedule of activities and measurable objectives play an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the BUSINESS under this Agreement.

2.2 The Compensation and Budget Summary attached hereto as Exhibit "B", which shall include completion of the BUSINESS's Budget.

2.3 All other documentation reasonably required by the CITY.

ARTICLE III
Terms and Procedures

3.1 City Authorization: For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided by in this Agreement.

3.2 Effective Date and Term: The effective date of this Agreement shall be October 16, 2012 through March 31, 2013. This is the timeframe in which the BUSINESS has to draw and utilize the funds made available as a part of this agreement. This is also the timeframe in which the BUSINESS will be required to provide all evidence and documentation that the agreement was successfully fulfilled and that funds were expended for eligible uses.

3.2.1 The BUSINESS's obligations related to this Agreement extend beyond the basic effective dates, as the BUSINESS is required to retain records for a period of five (5) years. Record retention requirements are generally five (5) years from

the closeout of the agreement, but may extend further as a result of any audit or finding related to the use of funds after the effective dates have expired.

3.3 Obligations of the Business: The BUSINESS shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and set forth by HUD and the CITY.

3.4 Level of Service: Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities hereunder, the BUSINESS shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the BUSINESS shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

ARTICLE IV
CDBG Funding and Disbursement Requirements

4.1 Compensation: The amount of compensation payable by the CITY to the BUSINESS shall be based on the rates, schedules and conditions described in Exhibit "B" attached hereto, which by this reference is incorporated into this Agreement.

4.2 Insurance: Intentionally deleted.

4.3 Financial Accountability: The CITY reserves the right to audit the records of the BUSINESS at any time during the performance of this Agreement and for a period of five (5) years after its expiration/termination. The BUSINESS agrees to provide all financial and other applicable records and documentation of service to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice, which are found by the CITY, on the basis of such audit and at its sole discretion, not to constitute reasonable and necessary expenditures. Any payment made to the BUSINESS is subject to reduction for overpayments on previously submitted invoices.

4.4 Recapture of Funds: The CITY reserves the right to recapture funds in the event that the BUSINESS shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the discretion of the federal, state and local agencies.

4.5 Contingency Clause: Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

Article V
Audit

5.0 Audit: Intentionally deleted.

Article VI
Records and Reports

6.1 The BUSINESS shall establish and maintain sufficient records to enable the CITY to determine whether the BUSINESS has met the requirements of the CDBG Program. At a minimum, the following records shall be maintained by the BUSINESS:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical focus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the BUSINESS may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definition of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the BUSINESS may substitute a copy of a verifiable certification from the assisted person that his or her family/household income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the BUSINESS may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based on HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

6.1.3 Equal Opportunity Records containing:

(i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

(ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 Retention and Accessibility of Records

6.2.1 The Department shall have the authority to review the BUSINESS's records, including Project and programmatic records and books of account, for a period of five (5) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the BUSINESS at least until the expiration of the Retention Period. The BUSINESS shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided hereunder. The BUSINESS further agrees to abide by federal and state laws pertaining to public records.

6.2.2 The BUSINESS shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each record-keeping and audit requirements detailed in this Agreement. The Department shall, in its sole discretion, determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement.

6.2.3 If the CITY or the BUSINESS has received or given notice of any kind indicating and threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The BUSINESS shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The BUSINESS shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one (1) year after the expiration of the Retention Period.

6.3 Provision of Records

6.3.1 At any time, upon request by the Department, the BUSINESS shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the BUSINESS receives funds from, or is under regulatory control of other governmental agencies, and those agencies issue monitoring reports, regulatory

examinations, or other similar reports, the BUSINESS shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 Monitoring: The BUSINESS shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the BUSINESS which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the BUSINESS. Following such inspection or interviews, the Department will deliver to the BUSINESS a report of its findings. The BUSINESS will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the BUSINESS's justification is acceptable.

At the request of the CITY, the BUSINESS shall transmit to the CITY written statements of the BUSINES's official policies on specified issues relating to the BUSINESS's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the BUSINESS shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY, or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 Related Parties: The BUSINESS shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the BUSINESS is responsible for appointing memberships. The BUSINESS shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

ARTICLE VII
Other CDBG Program Requirements

7.1 The BUSINESS shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201(o).

7.2 The BUSINESS shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low- and moderate-income persons.

7.3 The BUSINESS shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The BUSINESS shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the BUSINESS in adhering to the provisions of this Agreement. Representatives of the BUSINESS shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 The BUSINESS shall, to the greatest extent possible, give low- and moderate-income residents of the service area opportunities for training and employment.

7.6 The BUSINESS shall use the funds to provide general support to owner(s) of microenterprises or persons developing microenterprises eligible under 570.208(a)(2)(iii). No other activities will be funded under this Agreement, unless Work Program is amended in writing by mutual agreement.

7.7 The BUSINESS shall carry out its Work Program in compliance with all Federal laws and regulations, described in Subpart K of the CDBG Program regulation (24 CFR 570.600-612), which by this reference, is incorporated into and made a part of this Agreement.

7.8 The BUSINESS shall not assume the CITY's environmental responsibilities described in 24 CFR 570.604, of the CDBG Program regulations, and the CITY's responsibility for initiating the review process under Executive Order 12372.

7.9 Non-Discrimination: The BUSINESS shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement. Furthermore, the BUSINESS agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.10 The BUSINESS shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.11 The BUSINESS and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.12 The BUSINESS shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010, by reference incorporated herein as part of this Agreement.

7.13 Uniform Administrative Requirements: The BUSINESS shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).

7.14 Religious Organizations/Constitutional Prohibition: If the BUSINESS is or was created by a religious organization, the BUSINESS agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j). In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to entities with any limitation, whether directed or implied, on the beneficiaries of its activities on the basis of religion or participation in a religious activity, as provided in

24 CFR Part 570.200(j). The BUSINESS shall comply with those requirements and prohibitions when entering into subcontracts.

7.15 Reversion of Assets: Upon expiration/termination of this Agreement, the BUSINESS must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.16 Enforcement of this Agreement: Any violation of this Agreement that remains uncured thirty (30) days after the BUSINESS's receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the BUSINESS materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

ARTICLE IX
Remedies, Suspension, Termination

9.1 Remedies for Noncompliance: The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the BUSINESS, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the BUSINESS an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the BUSINESS that any payment made in accordance with this Agreement to the BUSINESS shall be made only if the BUSINESS is not in default under the terms of this Agreement. If the BUSINESS is in default, the CITY shall not be obligated and shall not pay to the BUSINESS any sum whatsoever.

If the BUSINESS materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the BUSINESS, or such more severe enforcement action as the CITY determines is necessary or appropriate.

9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the BUSINESS.

9.1.4 Withhold further CDBG grants and/or loans for the BUSINESS.

9.1.5 Take all such other remedies that may be legally available.

Notwithstanding any other provision of this Agreement, if the BUSINESS materially fails to comply with any term of this Agreement, the BUSINESS, at the sole discretion

of the CITY, shall pay to the CITY an amount equal to the current market value of any real property, under the BUSINESS's control, acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to the BUSINESS in the form of a loan and/or grant), less any portion of the value attributable to expenditures of non-CDBG Funds for the acquisition of, or improvement to, the property. The payment is Program Income to the CITY.

9.2 Suspension:

9.2.1 The Department may, for reasonable cause temporarily suspend the BUSINESS's operations and authority to obligate funds under this Agreement or withhold payments to the BUSINESS pending necessary corrective action by the BUSINESS, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

9.2.1.1 Ineffective or improper use of the CDBG Funds by the BUSINESS;

9.2.1.2 Failure by the BUSINESS to materially comply with any term or provision of this Agreement;

9.2.1.3 Failure by the BUSINESS to submit any documents required by this Agreement; or

9.2.1.4 The BUSINESS's submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the BUSINESS's authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the BUSINESS in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in-person delivery with proof of delivery. The notification will include the reason(s) for such action, any condition relating to the action taken, and the necessary corrective action(s).

9.3 Termination:

9.3.1 Termination Because of Lack of Funds: In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY's funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the BUSINESS. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. In the event that the CITY's funding source reduces the CITY's entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the BUSINESS pursuant to this Agreement.

9.3.2 Termination for Breach: The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the BUSINESS is not materially complying with any term or provision of this Agreement. The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever

of the BUSINESS to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the BUSINESS's breach is waived by the Department in writing, the Department may, by written notice to the BUSINESS, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. Waiver of breach of any provision of thie Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE X
Miscellaneous Provisions

10.1 Indemnification: The BUSINESS shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the BUSINESS's activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the BUSINESS and/or any persons acting for or on its behalf, and from and against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 Amendments: No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications must be approved by the Department in writing.

10.3 Ownership of Documents: All documents developed by the BUSINESS under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the CITY. The BUSINESS agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of any federal and state Public Records requirements.

10.4 Award of Agreement: The BUSINESS warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY and fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 Non-Delegability: The obligations undertaken by the BUSINESS pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY's prior written consent which may be granted or withheld in the CITY's sole discretion.

10.6 Construction of Agreement: This Agreement shall be construed and enforced according to the laws of the State of Mississippi.

10.7 Conflict of Interest:

10.7.1 The BUSINESS covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program

funded activities has any personal financial interest, direct or indirect, in this Agreement. The BUSINESS further covenants, that in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the BUSINESS or its employees must be disclosed in writing to the CITY.

10.7.2 The BUSINESS is aware of the conflict of interest laws of the State of Mississippi and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement: The BUSINESS shall comply with the standards contained within 24 CFR Part 84.

10.7.4 In all other cases, the BUSINESS shall comply with the standards contained within 24 CFR 570.611.

10.8 No Obligation to Renew: Upon expiration of the term of this Agreement, the BUSINESS agrees and understands that the CITY has no obligation to renew this Agreement.

10.9 Entire Agreement: This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.10 General Conditions:

10.10.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in-person delivery 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, upon notice in writing. 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.

CITY of HATTIESBURG	BUSINESS
Andrew Ellard	**James Creel, Owner**
Federal & State Programs	**Trucks Unlimited**
200 Forrest Street	**1507 North Main Street**
Hattiesburg, MS 39401	**Hattiesburg, MS 39401**

10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.10.3 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 control.

10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.10.5 Should any provision, paragraph, sentence, word or phrase 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 provision, paragraph, sentence, word or phrase 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 severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.11 Independent Contractor: The BUSINESS 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 employees; further, they shall not be deemed entitled to the Mississippi Worker's Compensation benefits as employees of the CITY.

10.12 Successors and Assigns: This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.13 Business Certification: The BUSINESS certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the BUSINESS's governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the BUSINESS to act in connection with this Agreement and to provide such information as may be required.

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	**Trucks Unlimited**
By: _____	By: _____
Johnny L. DuPree, Mayor	James Creel, Owner
Date: _____	Date: _____
Attest: _____	Attest: _____
Eddie Myers, City Clerk	
Date: _____	Date: _____

Signage Not-historic

Façade Improvement Grant Application

II. APPLICANT INFORMATION

1. Applicant's/Owner's Name: James D. Creel
2. Business Name: Trucks Unlimited
3. Applicant's Phone #: 601-583-6453 Fax #: 601-584-0896
4. Street Address: 1507 North Main Street, Hattiesburg MS 39401
5. Mailing Address: 1507 North MainStreet, Hattiesburg MS 39401
6. E-Mail Address: trucksunlimited@earthlink.net
7. Business/Tax Identification #: 018-07246-2
8. Type of Business: Professional
   (Professional, office, restaurant, etc.)
9. Owner's Name: (if different from applicant) Same
10. Applicant Status: Choose one
    (x) Property Owner ( ) Business Owner/Tenant ( ) Both

III. PROJECT INFORMATION

1. Current Building Use: Retail sales & Service of farm equipment

   Proposed Use if Changing: _____

2. Date of Original Construction: 1985 Number of Stories: 1
   The original construction date may be obtained from the Tax Department 601-545-4525.
3. Construction Type:
   ( ) Wood Frame ( ) Brick (x) ~~Block~~ Metal/Stone ( ) Masonry ( ) Other
   Include Photos

Please provide a short narrative description of the proposed project:

Remove the large business sign from along the street and replace that sign with two new signs that are attached to each end of the building.

We would like to upgrade our customer parking and improve the landscaping in the front right side of the building:

#1. Project will require removal of the current chainlink fence. The old chain link fence will be replaced with a wrought iron and stone column fence that will be set back 16' from current fence.

#2. An additional four spaces of concrete parking will be added with a 16' green space for landscaping in front of new wrought iron fence, also re-surface current parking.

Are you open to suggestions or design assistance? (x) Yes ( ) No

How can we assist you? Please explain:

*-New parking area - request city taper curb to parking area and finish sidewalk between 1505 & 1507.

Estimated Cost of Improvements:

a). Amount of CDBG Funds Requested $ 3,800.00

b). Total Cost of Project Improvements: $ 8,800.00

Please provide a Project Schedule:

a). Estimated construction start date: Aug. 1, 2012

b). Estimated completion date: Oct.1, 2012

Do you have volunteer participation? (x) Yes ( ) No

Source: Stone supplier and masonry labor

Do you have additional resources/funding for your project if the CDBG Grant does not cover all the expense of your project? (x) Yes ( ) No

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
COMMERCIAL REHAB ASSISTANCE AGREEMENT

Trucks Unlimited

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **sixteenth (16th) day of October, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "CITY"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401, represented by the **Hattiesburg Historic Downtown Association** as a CDBG Program Administrator for the City's Commercial Rehabilitation Program, and **Trucks Unlimited**, a for-profit Corporation (hereinafter referred to as the "Business" or "Subrecipient"), located at **1507 North Main Street** in Hattiesburg, Mississippi, and owned by **James D. Creel** for an amount not to exceed **$2,000.00** and which shall terminate on or before the **thirty-first (31st) day of March 2013**, unless amended by written instrument as provided for herein.

WHEREAS, the CITY has engaged the Hattiesburg Historic Downtown Association as a subrecipient – to act in the City's stead for the administration of Commercial Rehabilitation projects to assist the CITY in the improvement of facades, exteriors, and streetscapes along business corridors of low-income areas, and as such, references to "CITY" hereinafter refer to the Hattiesburg Historic Downtown Association.

WHEREAS, the CITY wishes to engage the BUSINESS to assist the CITY in utilizing such funds for: the improvement of facades, exteriors, and streetscapes along business corridors of low-income areas.

WHEREAS, such an activity meets a U.S. Department of Housing and Urban Development National Objective as it related to the CITY's Community Development Black Grant Program.

Now, therefore, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

FUNDING SOURCE: Community Development Block Grant Funds

AMOUNT: not to exceed $2,000.00

TERM OF AGREEMENT: Effective October 16, 2012 through March 31, 2013.

SCOPE OF WORK: The OWNER will utilize CDBG Funds for materials and labor required to create a circular drive to the South of the property's primary parking area, and improve landscaping in areas visible from the street (all contingent on proper permitting).

The BUSINESS will utilize CDBG Funds according to Exhibit "B."

The BUSINESS must submit Quarterly Reports to the CITY, which will include:

(i) A detailed account of transactions in which CDBG Funds were utilized,

(ii) Receipts or other confirming documentation of those transactions, and

(iii) A brief narrative of the progress the BUSINESS is making in relation to the Scope of Work described herein.

Quarterly Reports are due December 20th and March 20th. The CITY may request additional information at a later date.

The CITY will schedule an onsite monitoring visit approximately half way through the term of the Agreement. The CITY may also conduct such an inspection at any given time as is necessary and appropriate throughout the term of the Agreement. The BUSINESS shall permit the Department and other persons duly authorized appropriate access for such inspection.

BUDGET (CDBG funds): The BUSINESS is approved to utilize CDBG funding according to the following budget, and it is expected that the BUSINESS will follow the budget as closely as administratively feasible. The amounts below may differ from the proposed budget in the BUSINESS's Application/Proposal.

Concrete – materials and contracted labor	$ 2,000.00
Landscaping	$ 0.00
Miscellaneous (requires prior staff review)	$ 0.00
TOTAL	**$2,000.00**

It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to line items that are less than 10% may be made without prior approval, but should be noted on the next request for funds or periodic report. Cumulative adjustments of more than 10% require a formal amendment. Any line items listed with a $0.00 budget are included as line items into which the BUSINESS may adjust funds, if needed, within the allowed 10%.

Should the cost of the Concrete work not exhaust the budgeted funds, the BUSINESS may use any remaining funds on the Landscaping line item.

SPECIAL CONDITIONS: Exhibit A, attached, includes the BUSINESS's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions

of the proposed program may have been added to or taken away in drafting the final Agreement, contained herein.

ARTICLE I
Exhibits and Definitions

1.1 EXHIBITS: Attached hereto and forming a part of this Agreement are the following Exhibits:

EXHIBIT A: Original Assistance Application. References to "Work Program" may imply the attached original application, but the Scope of Work contained herein is the driving purpose and scope of the agreement.

EXHIBIT B: Budget: Complete Budget information is contained within the Scope of Work section.

1.2 DEFINITIONS: As used herein the following terms shall mean:

Act or 24 CFR 570: Title I of the Housing and Community Development Act of 1974, as amended

Agreement Records: Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the BUSINESS or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

CDBG Program: Community Development Block Grant Program

CDBG Requirements: The requirements contained in 24 CFR Part 570, and related and triggered Federal requirements

Department: The City of Hattiesburg Department of Federal & State Programs

Federal Award: Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.

Low- and Moderate-Income Person: A member of a low- or moderate-income household whose income is within specific income levels set forth by U.S. HUD for the area

U.S. HUD or HUD: The United States Department of Housing and Urban Development

ARTICLE II
Basic Requirements

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

2.1 The Business Plan and Proposal (hereinafter referred to as "Work Program") submitted by the BUSINESS to the CITY which shall become attached hereto as Exhibit "A" to this Agreement and shall include the following:

2.1.1 The Work Program shall detail the activities to be carried out by the BUSINESS. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.

2.1.2 The schedule of activities and measurable objectives play an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the BUSINESS under this Agreement.

2.2 The Compensation and Budget Summary attached hereto as Exhibit "B", which shall include completion of the BUSINESS's Budget.

2.3 All other documentation reasonably required by the CITY.

ARTICLE III
Terms and Procedures

3.1 City Authorization: For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided by in this Agreement.

3.2 Effective Date and Term: The effective date of this Agreement shall be October 16, 2012 through March 31, 2013. This is the timeframe in which the BUSINESS has to draw and utilize the funds made available as a part of this agreement. This is also the timeframe in which the BUSINESS will be required to provide all evidence and documentation that the agreement was successfully fulfilled and that funds were expended for eligible uses.

3.2.1 The BUSINESS's obligations related to this Agreement extend beyond the basic effective dates, as the BUSINESS is required to retain records for a period of five (5) years. Record retention requirements are generally five (5) years from

the closeout of the agreement, but may extend further as a result of any audit or finding related to the use of funds after the effective dates have expired.

3.3 Obligations of the Business: The BUSINESS shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and set forth by HUD and the CITY.

3.4 Level of Service: Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities hereunder, the BUSINESS shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the BUSINESS shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

ARTICLE IV
CDBG Funding and Disbursement Requirements

4.1 Compensation: The amount of compensation payable by the CITY to the BUSINESS shall be based on the rates, schedules and conditions described in Exhibit "B" attached hereto, which by this reference is incorporated into this Agreement.

4.2 Insurance: Intentionally deleted.

4.3 Financial Accountability: The CITY reserves the right to audit the records of the BUSINESS at any time during the performance of this Agreement and for a period of five (5) years after its expiration/termination. The BUSINESS agrees to provide all financial and other applicable records and documentation of service to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice, which are found by the CITY, on the basis of such audit and at its sole discretion, not to constitute reasonable and necessary expenditures. Any payment made to the BUSINESS is subject to reduction for overpayments on previously submitted invoices.

4.4 Recapture of Funds: The CITY reserves the right to recapture funds in the event that the BUSINESS shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the discretion of the federal, state and local agencies.

4.5 Contingency Clause: Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

Article V
Audit

5.0 Audit: Intentionally deleted.

Article VI
Records and Reports

6.1 The BUSINESS shall establish and maintain sufficient records to enable the CITY to determine whether the BUSINESS has met the requirements of the CDBG Program. At a minimum, the following records shall be maintained by the BUSINESS:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical focus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the BUSINESS may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definition of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the BUSINESS may substitute a copy of a verifiable certification from the assisted person that his or her family/household income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the BUSINESS may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based on HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

6.1.3 Equal Opportunity Records containing:

(i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

(ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 Retention and Accessibility of Records

6.2.1 The Department shall have the authority to review the BUSINESS's records, including Project and programmatic records and books of account, for a period of five (5) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the BUSINESS at least until the expiration of the Retention Period. The BUSINESS shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided hereunder. The BUSINESS further agrees to abide by federal and state laws pertaining to public records.

6.2.2 The BUSINESS shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each record-keeping and audit requirements detailed in this Agreement. The Department shall, in its sole discretion, determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement.

6.2.3 If the CITY or the BUSINESS has received or given notice of any kind indicating and threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The BUSINESS shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The BUSINESS shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one (1) year after the expiration of the Retention Period.

6.3 Provision of Records

6.3.1 At any time, upon request by the Department, the BUSINESS shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the BUSINESS receives funds from, or is under regulatory control of other governmental agencies, and those agencies issue monitoring reports, regulatory

examinations, or other similar reports, the BUSINESS shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 Monitoring: The BUSINESS shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the BUSINESS which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the BUSINESS. Following such inspection or interviews, the Department will deliver to the BUSINESS a report of its findings. The BUSINESS will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the BUSINESS's justification is acceptable.

At the request of the CITY, the BUSINESS shall transmit to the CITY written statements of the BUSINES's official policies on specified issues relating to the BUSINESS's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the BUSINESS shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY, or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 Related Parties: The BUSINESS shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the BUSINESS is responsible for appointing memberships. The BUSINESS shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

ARTICLE VII
Other CDBG Program Requirements

7.1 The BUSINESS shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201(o).

7.2 The BUSINESS shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low- and moderate-income persons.

7.3 The BUSINESS shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The BUSINESS shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the BUSINESS in adhering to the provisions of this Agreement. Representatives of the BUSINESS shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 The BUSINESS shall, to the greatest extent possible, give low- and moderate-income residents of the service area opportunities for training and employment.

7.6 The BUSINESS shall use the funds to provide general support to owner(s) of microenterprises or persons developing microenterprises eligible under 570.208(a)(2)(iii). No other activities will be funded under this Agreement, unless Work Program is amended in writing by mutual agreement.

7.7 The BUSINESS shall carry out its Work Program in compliance with all Federal laws and regulations, described in Subpart K of the CDBG Program regulation (24 CFR 570.600-612), which by this reference, is incorporated into and made a part of this Agreement.

7.8 The BUSINESS shall not assume the CITY's environmental responsibilities described in 24 CFR 570.604, of the CDBG Program regulations, and the CITY's responsibility for initiating the review process under Executive Order 12372.

7.9 Non-Discrimination: The BUSINESS shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement. Furthermore, the BUSINESS agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.10 The BUSINESS shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.11 The BUSINESS and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.12 The BUSINESS shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010, by reference incorporated herein as part of this Agreement.

7.13 Uniform Administrative Requirements: The BUSINESS shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).

7.14 Religious Organizations/Constitutional Prohibition: If the BUSINESS is or was created by a religious organization, the BUSINESS agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j). In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to entities with any limitation, whether directed or implied, on the beneficiaries of its activities on the basis of religion or participation in a religious activity, as provided in

24 CFR Part 570.200(j). The BUSINESS shall comply with those requirements and prohibitions when entering into subcontracts.

7.15 Reversion of Assets: Upon expiration/termination of this Agreement, the BUSINESS must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.16 Enforcement of this Agreement: Any violation of this Agreement that remains uncured thirty (30) days after the BUSINESS's receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the BUSINESS materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

ARTICLE IX
Remedies, Suspension, Termination

9.1 Remedies for Noncompliance: The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the BUSINESS, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the BUSINESS an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the BUSINESS that any payment made in accordance with this Agreement to the BUSINESS shall be made only if the BUSINESS is not in default under the terms of this Agreement. If the BUSINESS is in default, the CITY shall not be obligated and shall not pay to the BUSINESS any sum whatsoever.

If the BUSINESS materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the BUSINESS, or such more severe enforcement action as the CITY determines is necessary or appropriate.

9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the BUSINESS.

9.1.4 Withhold further CDBG grants and/or loans for the BUSINESS.

9.1.5 Take all such other remedies that may be legally available.

Notwithstanding any other provision of this Agreement, if the BUSINESS materially fails to comply with any term of this Agreement, the BUSINESS, at the sole discretion

of the CITY, shall pay to the CITY an amount equal to the current market value of any real property, under the BUSINESS's control, acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to the BUSINESS in the form of a loan and/or grant), less any portion of the value attributable to expenditures of non-CDBG Funds for the acquisition of, or improvement to, the property. The payment is Program Income to the CITY.

9.2 Suspension:

9.2.1 The Department may, for reasonable cause temporarily suspend the BUSINESS's operations and authority to obligate funds under this Agreement or withhold payments to the BUSINESS pending necessary corrective action by the BUSINESS, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

9.2.1.1 Ineffective or improper use of the CDBG Funds by the BUSINESS;

9.2.1.2 Failure by the BUSINESS to materially comply with any term or provision of this Agreement;

9.2.1.3 Failure by the BUSINESS to submit any documents required by this Agreement; or

9.2.1.4 The BUSINESS's submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the BUSINESS's authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the BUSINESS in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in-person delivery with proof of delivery. The notification will include the reason(s) for such action, any condition relating to the action taken, and the necessary corrective action(s).

9.3 Termination:

9.3.1 Termination Because of Lack of Funds: In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY's funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the BUSINESS. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. In the event that the CITY's funding source reduces the CITY's entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the BUSINESS pursuant to this Agreement.

9.3.2 Termination for Breach: The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the BUSINESS is not materially complying with any term or provision of this Agreement. The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever

of the BUSINESS to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the BUSINESS's breach is waived by the Department in writing, the Department may, by written notice to the BUSINESS, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. Waiver of breach of any provision of thie Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE X
Miscellaneous Provisions

10.1 Indemnification: The BUSINESS shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the BUSINESS's activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the BUSINESS and/or any persons acting for or on its behalf, and from and against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 Amendments: No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications must be approved by the Department in writing.

10.3 Ownership of Documents: All documents developed by the BUSINESS under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the CITY. The BUSINESS agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of any federal and state Public Records requirements.

10.4 Award of Agreement: The BUSINESS warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY and fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 Non-Delegability: The obligations undertaken by the BUSINESS pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY's prior written consent which may be granted or withheld in the CITY's sole discretion.

10.6 Construction of Agreement: This Agreement shall be construed and enforced according to the laws of the State of Mississippi.

10.7 Conflict of Interest:

10.7.1 The BUSINESS covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program

funded activities has any personal financial interest, direct or indirect, in this Agreement. The BUSINESS further covenants, that in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the BUSINESS or its employees must be disclosed in writing to the CITY.

10.7.2 The BUSINESS is aware of the conflict of interest laws of the State of Mississippi and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement: The BUSINESS shall comply with the standards contained within 24 CFR Part 84.

10.7.4 In all other cases, the BUSINESS shall comply with the standards contained within 24 CFR 570.611.

10.8 No Obligation to Renew: Upon expiration of the term of this Agreement, the BUSINESS agrees and understands that the CITY has no obligation to renew this Agreement.

10.9 Entire Agreement: This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.10 General Conditions:

10.10.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in-person delivery 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, upon notice in writing. 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.

CITY of HATTIESBURG	BUSINESS
Andrew Ellard	**James Creel, Owner**
Federal & State Programs	**Trucks Unlimited**
200 Forrest Street	**1507 North Main Street**
Hattiesburg, MS 39401	**Hattiesburg, MS 39401**

10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.10.3 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 control.

10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.10.5 Should any provision, paragraph, sentence, word or phrase 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 provision, paragraph, sentence, word or phrase 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 severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.11 Independent Contractor: The BUSINESS 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 employees; further, they shall not be deemed entitled to the Mississippi Worker's Compensation benefits as employees of the CITY.

10.12 Successors and Assigns: This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.13 Business Certification: The BUSINESS certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the BUSINESS's governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the BUSINESS to act in connection with this Agreement and to provide such information as may be required.

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: 10-16-12

Attest: _____
Eddie Myers, City Clerk

Date: 10-16-12

Trucks Unlimited

By: _____
James Creel, Owner

Date: _____

Attest: _____

Date: _____

City of Hattiesburg, MS

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

Master

File Number: 2012-1254

File ID:	2012-1254	**Type:**	Regular Agenda Item	**Status:**	Removed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/09/2012
Brief Title:	Commercial Rehabilitation - Domestic Abuse Family Shelter			**Final Action:**	
				Minute Book Number:	MB 2012-1/368 REMC

Title:

Approve Commercial Rehabilitation Assistance Award to Domestic Abuse Family Shelter of 912 North Main Street, Becky Sims, Director, in an amount not to exceed $2,000 and authorize the Mayor to execute Subrecipient Agreement in connection with the same. {Entitlements}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Commercial Rehab Agreement - Domestic Abuse Family Shelter, Exhibit A - Domestic Abuse Family Shelter	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Andrew Ellard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012	Remove				
	Action Text: Removed.						

Text of Legislative File 2012-1254

Title

Approve Commercial Rehabilitation Assistance Award to Domestic Abuse Family Shelter of 912 North Main Street, Becky Sims, Director, in an amount not to exceed $2,000 and authorize the Mayor to execute Subrecipient Agreement in connection with the same. {Entitlements}

Summary

Commercial Rehabilitation - Domestic Abuse Family Shelter

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
COMMERCIAL REHAB ASSISTANCE AGREEMENT

Domestic Abuse Family Shelter

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **sixteenth (16th) day of October, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "CITY"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401, represented by the **Hattiesburg Historic Downtown Association** as a CDBG Program Administrator for the City's Commercial Rehabilitation Program, and **Domestic Abuse Family Shelter**, a non-profit Corporation (hereinafter referred to as the "Business" or "Subrecipient"), located at **912 North Main Street** in Hattiesburg, Mississippi, and represented by Becky Sims for an amount not to exceed **$2,000.00** and which shall terminate on or before the **thirty-first (31st) day of March 2013**, unless amended by written instrument as provided for herein.

WHEREAS, the CITY has engaged the Hattiesburg Historic Downtown Association as a subrecipient – to act in the City's stead for the administration of Commercial Rehabilitation projects to assist the CITY in the improvement of facades, exteriors, and streetscapes along business corridors of low-income areas, and as such, references to "CITY" hereinafter refer to the Hattiesburg Historic Downtown Association.

WHEREAS, the CITY wishes to engage the BUSINESS to assist the CITY in utilizing such funds for: the improvement of facades, exteriors, and streetscapes along business corridors of low-income areas.

WHEREAS, such an activity meets a U.S. Department of Housing and Urban Development National Objective as it related to the CITY's Community Development Black Grant Program.

Now, therefore, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

FUNDING SOURCE: Community Development Block Grant Funds

AMOUNT: not to exceed $2,000.00

TERM OF AGREEMENT: Effective October 16, 2012 through March 31, 2013.

SCOPE OF WORK: The OWNER will utilize CDBG Funds for materials and contracted labor required to improve landscaping in areas visible from the street (all contingent on proper permitting if applicable).

The BUSINESS will utilize CDBG Funds according to Exhibit "B."

The BUSINESS must submit Quarterly Reports to the CITY, which will include:

(i) A detailed account of transactions in which CDBG Funds were utilized,

(ii) Receipts or other confirming documentation of those transactions, and

(iii) A brief narrative of the progress the BUSINESS is making in relation to the Scope of Work described herein.

Quarterly Reports are due December 20th and March 20th. The CITY may request additional information at a later date.

The CITY will schedule an onsite monitoring visit approximately half way through the term of the Agreement. The CITY may also conduct such an inspection at any given time as is necessary and appropriate throughout the term of the Agreement. The BUSINESS shall permit the Department and other persons duly authorized appropriate access for such inspection.

BUDGET (CDBG funds): The BUSINESS is approved to utilize CDBG funding according to the following budget, and it is expected that the BUSINESS will follow the budget as closely as administratively feasible. The amounts below may differ from the proposed budget in the BUSINESS's Application/Proposal.

Landscaping	$ 2,000.00
Miscellaneous (requires prior staff review and approval)	$ 0.00
TOTAL	**$ 2,000.00**

It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to line items that are less than 10% may be made without prior approval, but should be noted on the next request for funds or periodic report. Cumulative adjustments of more than 10% require a formal amendment. Any line items listed with a $0.00 budget are included as line items into which the BUSINESS may adjust funds, if needed and with approval, within the allowed 10%.

SPECIAL CONDITIONS: Exhibit A, attached, includes the BUSINESS's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Agreement, contained herein.

ARTICLE I
Exhibits and Definitions

1.1 EXHIBITS: Attached hereto and forming a part of this Agreement are the following Exhibits:

EXHIBIT A: Original Assistance Application. References to "Work Program" may imply the attached original application, but the Scope of Work contained herein is the driving purpose and scope of the agreement.

EXHIBIT B: Budget: Complete Budget information is contained within the Scope of Work section.

1.2 DEFINITIONS: As used herein the following terms shall mean:

Act or 24 CFR 570: Title I of the Housing and Community Development Act of 1974, as amended

Agreement Records: Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the BUSINESS or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

CDBG Program: Community Development Block Grant Program

CDBG Requirements: The requirements contained in 24 CFR Part 570, and related and triggered Federal requirements

Department: The City of Hattiesburg Department of Federal & State Programs

Federal Award: Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.

Low- and Moderate-Income Person: A member of a low- or moderate-income household whose income is within specific income levels set forth by U.S. HUD for the area

U.S. HUD or HUD: The United States Department of Housing and Urban Development

ARTICLE II
Basic Requirements

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

2.1 The Business Plan and Proposal (hereinafter referred to as "Work Program") submitted by the BUSINESS to the CITY which shall become attached hereto as Exhibit "A" to this Agreement and shall include the following:

2.1.1 The Work Program shall detail the activities to be carried out by the BUSINESS. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.

2.1.2 The schedule of activities and measurable objectives play an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the BUSINESS under this Agreement.

2.2 The Compensation and Budget Summary attached hereto as Exhibit "B", which shall include completion of the BUSINESS's Budget.

2.3 All other documentation reasonably required by the CITY.

ARTICLE III
Terms and Procedures

3.1 City Authorization: For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided by in this Agreement.

3.2 Effective Date and Term: The effective date of this Agreement shall be October 16, 2012 through March 31, 2013. This is the timeframe in which the BUSINESS has to draw and utilize the funds made available as a part of this agreement. This is also the timeframe in which the BUSINESS will be required to provide all evidence and documentation that the agreement was successfully fulfilled and that funds were expended for eligible uses.

3.2.1 The BUSINESS's obligations related to this Agreement extend beyond the basic effective dates, as the BUSINESS is required to retain records for a period of five (5) years. Record retention requirements are generally five (5) years from the closeout of the agreement, but may extend further as a result of any audit or finding related to the use of funds after the effective dates have expired.

3.3 Obligations of the Business: The BUSINESS shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and

in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and set forth by HUD and the CITY.

3.4 Level of Service: Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities hereunder, the BUSINESS shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the BUSINESS shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

ARTICLE IV
CDBG Funding and Disbursement Requirements

4.1 Compensation: The amount of compensation payable by the CITY to the BUSINESS shall be based on the rates, schedules and conditions described in Exhibit "B" attached hereto, which by this reference is incorporated into this Agreement.

4.2 Insurance: Intentionally deleted.

4.3 Financial Accountability: The CITY reserves the right to audit the records of the BUSINESS at any time during the performance of this Agreement and for a period of five (5) years after its expiration/termination. The BUSINESS agrees to provide all financial and other applicable records and documentation of service to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice, which are found by the CITY, on the basis of such audit and at its sole discretion, not to constitute reasonable and necessary expenditures. Any payment made to the BUSINESS is subject to reduction for overpayments on previously submitted invoices.

4.4 Recapture of Funds: The CITY reserves the right to recapture funds in the event that the BUSINESS shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the discretion of the federal, state and local agencies.

4.5 Contingency Clause: Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

Article V
Audit

5.0 Audit: Intentionally deleted.

Article VI

Records and Reports

6.1 The BUSINESS shall establish and maintain sufficient records to enable the CITY to determine whether the BUSINESS has met the requirements of the CDBG Program. At a minimum, the following records shall be maintained by the BUSINESS:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical focus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the BUSINESS may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definition of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the BUSINESS may substitute a copy of a verifiable certification from the assisted person that his or her family/household income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the BUSINESS may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based on HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

6.1.3 Equal Opportunity Records containing:

(i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

(ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 <u>Retention and Accessibility of Records</u>

6.2.1 The Department shall have the authority to review the BUSINESS's records, including Project and programmatic records and books of account, for a period of five (5) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the BUSINESS at least until the expiration of the Retention Period. The BUSINESS shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided hereunder. The BUSINESS further agrees to abide by federal and state laws pertaining to public records.

6.2.2 The BUSINESS shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each record-keeping and audit requirements detailed in this Agreement. The Department shall, in its sole discretion, determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement.

6.2.3 If the CITY or the BUSINESS has received or given notice of any kind indicating and threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The BUSINESS shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The BUSINESS shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one (1) year after the expiration of the Retention Period.

6.3 Provision of Records

6.3.1 At any time, upon request by the Department, the BUSINESS shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the BUSINESS receives funds from, or is under regulatory control of other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the BUSINESS shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 Monitoring: The BUSINESS shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the BUSINESS which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the BUSINESS. Following such inspection or interviews, the Department will deliver to the BUSINESS a report of its findings. The BUSINESS will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the BUSINESS's justification is acceptable.

At the request of the CITY, the BUSINESS shall transmit to the CITY written statements of the BUSINES's official policies on specified issues relating to the BUSINESS's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the BUSINESS shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY, or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 Related Parties: The BUSINESS shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the BUSINESS is responsible for appointing memberships. The BUSINESS shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

ARTICLE VII
Other CDBG Program Requirements

7.1 The BUSINESS shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201(o).

7.2 The BUSINESS shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low- and moderate-income persons.

7.3 The BUSINESS shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The BUSINESS shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the BUSINESS in adhering to the provisions of this Agreement. Representatives of the BUSINESS shall attend meetings of the appropriate committees

and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 The BUSINESS shall, to the greatest extent possible, give low- and moderate-income residents of the service area opportunities for training and employment.

7.6 The BUSINESS shall use the funds to provide general support to owner(s) of microenterprises or persons developing microenterprises eligible under 570.208(a)(2)(iii). No other activities will be funded under this Agreement, unless Work Program is amended in writing by mutual agreement.

7.7 The BUSINESS shall carry out its Work Program in compliance with all Federal laws and regulations, described in Subpart K of the CDBG Program regulation (24 CFR 570.600-612), which by this reference, is incorporated into and made a part of this Agreement.

7.8 The BUSINESS shall not assume the CITY's environmental responsibilities described in 24 CFR 570.604, of the CDBG Program regulations, and the CITY's responsibility for initiating the review process under Executive Order 12372.

7.9 Non-Discrimination: The BUSINESS shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement. Furthermore, the BUSINESS agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.10 The BUSINESS shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.11 The BUSINESS and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.12 The BUSINESS shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010, by reference incorporated herein as part of this Agreement.

7.13 Uniform Administrative Requirements: The BUSINESS shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).

7.14 Religious Organizations/Constitutional Prohibition: If the BUSINESS is or was created by a religious organization, the BUSINESS agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j). In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to entities with any limitation, whether directed or implied, on the beneficiaries of its activities on the basis of religion or participation in a religious activity, as provided in 24 CFR Part 570.200(j). The BUSINESS shall comply with those requirements and prohibitions when entering into subcontracts.

7.15 Reversion of Assets: Upon expiration/termination of this Agreement, the BUSINESS must transfer to the CITY any CDBG Funds on hand at the time of

expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.16 Enforcement of this Agreement: Any violation of this Agreement that remains uncured thirty (30) days after the BUSINESS's receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the BUSINESS materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

ARTICLE IX
Remedies, Suspension, Termination

9.1 Remedies for Noncompliance: The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the BUSINESS, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the BUSINESS an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the BUSINESS that any payment made in accordance with this Agreement to the BUSINESS shall be made only if the BUSINESS is not in default under the terms of this Agreement. If the BUSINESS is in default, the CITY shall not be obligated and shall not pay to the BUSINESS any sum whatsoever.

If the BUSINESS materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the BUSINESS, or such more severe enforcement action as the CITY determines is necessary or appropriate.

9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the BUSINESS.

9.1.4 Withhold further CDBG grants and/or loans for the BUSINESS.

9.1.5 Take all such other remedies that may be legally available.

Notwithstanding any other provision of this Agreement, if the BUSINESS materially fails to comply with any term of this Agreement, the BUSINESS, at the sole discretion of the CITY, shall pay to the CITY an amount equal to the current market value of any real property, under the BUSINESS's control, acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to the BUSINESS in the form of a loan and/or grant), less any portion of the value attributable to expenditures of non-

CDBG Funds for the acquisition of, or improvement to, the property. The payment is Program Income to the CITY.

9.2 Suspension:

9.2.1 The Department may, for reasonable cause temporarily suspend the BUSINESS's operations and authority to obligate funds under this Agreement or withhold payments to the BUSINESS pending necessary corrective action by the BUSINESS, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

9.2.1.1 Ineffective or improper use of the CDBG Funds by the BUSINESS;

9.2.1.2 Failure by the BUSINESS to materially comply with any term or provision of this Agreement;

9.2.1.3 Failure by the BUSINESS to submit any documents required by this Agreement; or

9.2.1.4 The BUSINESS's submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the BUSINESS's authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the BUSINESS in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in-person delivery with proof of delivery. The notification will include the reason(s) for such action, any condition relating to the action taken, and the necessary corrective action(s).

9.3 Termination:

9.3.1 Termination Because of Lack of Funds: In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY's funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the BUSINESS. Said notice shall be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. In the event that the CITY's funding source reduces the CITY's entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the BUSINESS pursuant to this Agreement.

9.3.2 Termination for Breach: The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the BUSINESS is not materially complying with any term or provision of this Agreement. The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the BUSINESS to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the BUSINESS's breach is waived by the Department in writing, the Department may, by written notice to the BUSINESS, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall

be delivered by certified mail, return receipt requested, or by in-person delivery with proof of delivery. Waiver of breach of any provision of thie Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE X
Miscellaneous Provisions

10.1 Indemnification: The BUSINESS shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the BUSINESS's activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the BUSINESS and/or any persons acting for or on its behalf, and from and against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 Amendments: No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications must be approved by the Department in writing.

10.3 Ownership of Documents: All documents developed by the BUSINESS under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the CITY. The BUSINESS agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of any federal and state Public Records requirements.

10.4 Award of Agreement: The BUSINESS warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY and fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 Non-Delegability: The obligations undertaken by the BUSINESS pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY's prior written consent which may be granted or withheld in the CITY's sole discretion.

10.6 Construction of Agreement: This Agreement shall be construed and enforced according to the laws of the State of Mississippi.

10.7 Conflict of Interest:

10.7.1 The BUSINESS covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program funded activities has any personal financial interest, direct or indirect, in this Agreement. The BUSINESS further covenants, that in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the BUSINESS or its employees must be disclosed in writing to the CITY.

10.7.2 The BUSINESS is aware of the conflict of interest laws of the State of Mississippi and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement: The BUSINESS shall comply with the standards contained within 24 CFR Part 84.

10.7.4 In all other cases, the BUSINESS shall comply with the standards contained within 24 CFR 570.611.

10.8 No Obligation to Renew: Upon expiration of the term of this Agreement, the BUSINESS agrees and understands that the CITY has no obligation to renew this Agreement.

10.9 Entire Agreement: This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.10 General Conditions:

10.10.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in-person delivery 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, upon notice in writing. 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.

CITY of HATTIESBURG	BUSINESS
Andrew Ellard	**Becky Sims, Director**
Federal & State Programs	**Domestic Abuse Family Shelter**
200 Forrest Street	**912 North Main Street**
Hattiesburg, MS 39401	**Hattiesburg, MS 39401**

10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.10.3 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 control.

10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.10.5 Should any provision, paragraph, sentence, word or phrase 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 provision, paragraph, sentence, word or phrase 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

severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.11 Independent Contractor: The BUSINESS 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 employees; further, they shall not be deemed entitled to the Mississippi Worker's Compensation benefits as employees of the CITY.

10.12 Successors and Assigns: This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.13 Business Certification: The BUSINESS certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the BUSINESS's governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the BUSINESS to act in connection with this Agreement and to provide such information as may be required.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
Eddie Myers, City Clerk

Date: _____

Domestic Abuse Family Shelter

By: _____
Becky Sims, Director

Date: _____

Attest: _____

Date: _____

Landscaping North Main National Historic

Façade Improvement Grant Application

II. APPLICANT INFORMATION

1. Applicant's/Owner's Name: Domestic Abuse Family Shelter, Inc.
2. Business Name: Same as above
3. Applicant's Phone #: 601-428-1707 Fax #: 601-428-3180
4. Street Address: 912 North Main Street, Hattiesburg, MS 39401
5. Mailing Address: P. O. Box 273, Laurel, MS 39441-0273
6. E-Mail Address: dafss@bellsouth.net
7. Business/Tax Identification #: 64-0681477
8. Type of Business: Temporary emergency shelter
   (Professional, office, restaurant, etc.)
9. Owner's Name: (if different from applicant) same as above
10. Applicant Status: Choose one
    ( ) Property Owner ( ) Business Owner/Tenant (xx) Both

III. PROJECT INFORMATION

1. Current Building Use: temporary emergency shelter

   Proposed Use if Changing: N/A
2. Date of Original Construction: 1900 Number of Stories: One
   The original construction date may be obtained from the Tax Department 601-545-~~4525~~. 4553
3. Construction Type:
   (xx) Wood Frame ( ) Brick ( ) Block/Stone ( ) Masonry ( ) Other
   Include Photos

Please provide a short narrative description of the proposed project:

Painters will remove lead paint properly, scraping, pressure washing, caulking, painting, etc. (see proposal). Volunteers will pull up the front shrubs to protect them from lead paint and put them back. Exterior paint will be white and rotten boards will be replaced. This only covers the front of the house facing Main Street. The volunteers will paint the inner front porch white (it is now brown), put up new screen, repair floor and ceiling.
Board of Directors has committed money from DAFS' budget to cover what is not provided by CDBG funds.

Are you open to suggestions or design assistance? ( ) Yes (xx) No
How can we assist you? Please explain:

Estimated Cost of Improvements:

a). Amount of CDBG Funds Requested $ 2,000.00

b). Total Cost of Project Improvements: $ 6,980.74

Please provide a Project Schedule:

a). Estimated construction start date: August 1, 2012

b). Estimated completion date: October 31, 2012

Do you have volunteer participation? (x) Yes ( ) No
Source: Seventh Day Adventist Church members

Do you have additional resources/funding for your project if the CDBG Grant does not cover all the expense of your project? (x) Yes ( ) No

City of Hattiesburg, MS

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

Master

File Number: 2012-1221

File ID:	2012-1221	**Type:**	Regular Agenda Item	**Status:**	Approved
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/03/2012
Brief Title:	Housing Rehabilitation Grant Award - 302 Hall Avenue			**Final Action:**	10/16/2012
				Minute Book Number:	MB 2012-1/368-369

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Maudell Corley of 302 Hall Avenue in an amount not to exceed $50, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	COHCD Contractor & M. Corley Agreement 10.01.12, (3)executed COHCD Contractor & M. Corley Agreement 10.01.12, Grant Agreement - M. Corley ($25K+) 10.01.12, (3)executed Grant Agreement - M. Corley ($25K+) 10.01.12	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Kevin Jordan	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Maudell Corley of 302 Hall Avenue in an amount not to exceed $50, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

ΓEL-No Vote: 0

Text of Legislative File 2012-1221

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Maudell Corley of 302 Hall Avenue in an amount not to exceed $50, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Summary

Housing Rehabilitation Grant Award - 302 Hall Avenue

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 16th day of October, 2012and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Maudell Corley of 302 Hall Avenue, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 302 Hall Avenue Project by COHCD, said work to be preformed on the structure(s)/property located at 302 Hall Avenue, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed**. Fifty dollars ($50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ ( ) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 302 Hall Avenue for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

_____ _____

Maudell Corley, Homeowner Date Spouse's Signature Date

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 16th day of October, 2012and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Maudell Corley of 302 Hall Avenue, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 302 Hall Avenue Project by COHCD, said work to be preformed on the structure(s)/property located at 302 Hall Avenue, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars ($50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ ( ) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

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The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 302 Hall Avenue for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

_____ _____

Maudell Corley, Homeowner Date | Spouse's Signature Date

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 10-16-12

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 16th day of October, 2012and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Maudell Corley of 302 Hall Avenue, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 302 Hall Avenue Project by COHCD, said work to be preformed on the structure(s)/property located at 302 Hall Avenue, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars ($50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ ( ) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 302 Hall Avenue for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

_____
Maudell Corley, Homeowner Date

_____
Spouse's Signature Date

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 10-16-12

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 16th day of October, 2012and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Maudell Corley of 302 Hall Avenue, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

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2. TIME OF COMPLETION

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The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars ($50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ ( ) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

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There will be deed restriction attached to 302 Hall Avenue for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

_____ _____

Maudell Corley, Homeowner Date Spouse's Signature Date

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 10-16-12

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.

2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.

3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.

4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that ***the moving company will not*** be responsible for cleaning or mildew of appliances.

5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.

6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.

7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.

8. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.

9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.

10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **fifteen (15)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**

11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the ***fifteen*** **(15)** year affordability period.

12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **fifteen (15)** year affordability period.

13. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.

14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.

15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Maudell Corley of 302 Hall Avenue,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2012.

_____ Homeowner's Signature

_____ Spouse's Signature

GRANT AWARD

The Homeowner(s), Maudell Corley of 302 Hall Avenue, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed $50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 16th day of October, 2012.

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
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By my signature below I, **Maudell Corley of 302 Hall Avenue,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2012.

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_____ Spouse's Signature

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City of Hattiesburg, Mississippi

By: Johnny L. DuPree, Mayor

Date: 10-16-12

Attest: City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG
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_____ Spouse's Signature

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City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 10-16-12

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
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By: _____
Johnny L. DuPree, Mayor

Date: 10-16-12

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

City of Hattiesburg, MS

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

Master

File Number: 2012-1222

File ID:	2012-1222	**Type:**	Regular Agenda Item	**Status:**	Approved
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/03/2012
Brief Title:	Housing Rehabilitation Grant Award - 1507 Pecan Drive			**Final Action:**	10/16/2012
				Minute Book Number:	MB 2012-1/369

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Joyce Bennett of 1507 Pecan Drive in an amount not to exceed $50, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: COHCD Contractor & J. Bennett Agreement 10.01.12, (3) executed COHCD Contractor & J. Bennett Agreement 10.01.12, Grant Agreement - J. Bennett ($25K+) 10.01.12, (3) executed Grant Agreement - J. Bennett ($25K+) 10.01.12

Enactment Number:

Contact:

Meeting Date: 10/16/2012

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Joyce Bennett of 1507 Pecan Drive in an amount not to exceed $50, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

ΓEL-No Vote: 0

Text of Legislative File 2012-1222

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Joyce Bennett of 1507 Pecan Drive in an amount not to exceed $50, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Summary

Housing Rehabilitation Grant Award - 1507 Pecan Drive

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

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WITNESSETH

1. SCOPE OF WORK

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5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

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The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

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8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 1507 Pecan Drive for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

_____ _____

Joyce Bennett, Homeowner Date Spouse's Signature Date

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 16th day of October, 2012and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Joyce Bennett of 1507 Pecan Drive, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 1507 Pecan Drive Project by COHCD, said work to be preformed on the structure(s)/property located at 1507 Pecan Drive, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars ($50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ ( ) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

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5. CORRECTION OF WORK

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

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10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

_____ _____

Joyce Bennett, Homeowner Date | Spouse's Signature Date

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 10-16-12

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

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WITNESSETH

1. SCOPE OF WORK

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_____
Joyce Bennett, Homeowner Date

_____
Spouse's Signature Date

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 10-16-12

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

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CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

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10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

_____ _____

Joyce Bennett, Homeowner Date Spouse's Signature Date

City of Hattiesburg, Mississippi

By: _____

Johnny L. DuFree, Mayor

Date: 10-16-12

Attest: _____

City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.

2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.

3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.

4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that ***the moving company will not*** be responsible for cleaning or mildew of appliances.

5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.

6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.

7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.

8. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.

9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.

10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **fifteen (15)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**

11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the ***fifteen*** **(15)** year affordability period.

12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **fifteen (15)** year affordability period.

13. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.

14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.

15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Joyce Bennett of 1507 Pecan Drive,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2012.

_____ Homeowner's Signature

_____ Spouse's Signature

GRANT AWARD

The Homeowner(s), Joyce Bennett of 1507 Pecan Drive, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed $50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 16th day of October, 2012.

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

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_____ Homeowner's Signature

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10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **fifteen (15)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**

11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the ***fifteen*** **(15)** year affordability period.

12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **fifteen (15)** year affordability period.

13. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.

14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.

15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Joyce Bennett of 1507 Pecan Drive,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2012.

_____ Homeowner's Signature

_____ Spouse's Signature

GRANT AWARD

The Homeowner(s), Joyce Bennett of 1507 Pecan Drive, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed $50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 16th day of October, 2012.

City of Hattiesburg, Mississippi

By: Johnny L. DuPree, Mayor

Date: 10-16-12

Attest: City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.

2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.

3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.

4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that ***the moving company will not*** be responsible for cleaning or mildew of appliances.

5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.

6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.

7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.

8. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.

9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.

10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **fifteen (15)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**

11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the ***fifteen*** **(15)** year affordability period.

12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **fifteen (15)** year affordability period.

13. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.

14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.

15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Joyce Bennett of 1507 Pecan Drive,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2012.

_____ Homeowner's Signature

_____ Spouse's Signature

GRANT AWARD

The Homeowner(s), Joyce Bennett of 1507 Pecan Drive, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed $50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 16th day of October, 2012.

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 10-16-12

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

City of Hattiesburg, MS

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

Master

File Number: 2012-1224

File ID:	2012-1224	**Type:**	Regular Agenda Item	**Status:**	Approved
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/03/2012
Brief Title:	Housing Repair Grant Award - 701 LaFayette Avenue			**Final Action:**	10/16/2012
				Minute Book Number:	MB 2012-1/369

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to LaFonda West & Sandra Grubbs of 701 LaFayette Avenue in an amount not to exceed $5, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	COHCD Contractor & L. West-S. Grubbs Agreement 10.01.12, executed COHCD Contractor & L. West-S. Grubbs Agreement 10.01.12, Grant Agreement - L. West & S. Grubbs ($10K-) 10.01.12, executed Grant Agreement - L. West & S. Grubbs ($10K-) 10.01.12	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Kevin Jordan	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to LaFonda West & Sandra Grubbs of 701 LaFayette Avenue in an amount not to exceed $5, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

ΓEL-No Vote: 0

Text of Legislative File 2012-1224

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to LaFonda West & Sandra Grubbs of 701 LaFayette Avenue in an amount not to exceed $5, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Summary

Housing Repair Grant Award - 701 LaFayette Avenue

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 16th day of October, 2012and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and LaFonda West and Sandra Grubbs of 701 LaFayette Avenue, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 701 LaFayette Avenue Project by COHCD, said work to be preformed on the structure(s)/property located at 701 LaFayette Avenue, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed**. Fifty dollars ($50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ ( ) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 701 LaFayette Avenue for three (3) years. Homeowner agrees to occupy the reconstructed home for three (3) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

_____
LaFonda West, Homeowner Date

_____
Sandra Grubbs, Homeowner Date

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 16th day of October, 2012and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and LaFonda West and Sandra Grubbs of 701 LaFayette Avenue, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

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The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars ($50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

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10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

_____
LaFonda West, Homeowner Date

_____
Sandra Grubbs, Homeowner Date

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 10-16-12

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG
HOUSING REPAIR ($10K-)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.

2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.

3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.

4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that ***the moving company will not*** be responsible for cleaning or mildew of appliances.

5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.

6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.

7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.

8. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.

9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.

10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**

11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the ***three*** **(3)** year affordability period.

12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.

13. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.

14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.

15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below We, **LaFonda West & Sandra Grubbs of 701 LaFayette Avenue,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of our grant and/or repayment of expended grant funds this the _____ day of _____, 2012.

_____ Homeowner's Signature

_____ Homeowner's Signature

GRANT AWARD

The Homeowner(s), LaFonda West & Sandra Grubbs of 701 LaFayette Avenue, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed $5,000 on this the 16th day of October, 2012.

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG
HOUSING REPAIR ($10K-)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.

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15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below We, **LaFonda West & Sandra Grubbs of 701 LaFayette Avenue,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of our grant and/or repayment of expended grant funds this the _____ day of _____, 2012.

_____ Homeowner's Signature

_____ Homeowner's Signature

GRANT AWARD

The Homeowner(s), LaFonda West & Sandra Grubbs of 701 LaFayette Avenue, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed $5,000 on this the 16th day of October, 2012.

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 10-16-12

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

City of Hattiesburg, MS

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

Master

File Number: 2012-1238

File ID:	2012-1238	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/08/2012
Brief Title:	Authorize maintenance agreement withR J Young Co for City Clerk's copier			**Final Action:**	
				Minute Book Number:	MB 2012-1/371

Title:

Authorize Mayor to execute annual maintenance agreement with R.J. Young Co. for copier in City Hall, 2nd floor/City Clerk's Office.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	RJ Young	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Marilyn Schwandt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1238

Title

Authorize Mayor to execute annual maintenance agreement with R.J. Young Co. for copier in City Hall, 2nd floor/City Clerk's Office.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

innovative document solutions
RJ YOUNG
PO BOX 40963
NASHVILLE, TENNESSEE 37204
TOLL FREE: (800)347-1955
P:(601)264-3939
F:(615)726-2771

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1-800-347-1955

1040.6365

ID# 406AG

INVOICE NO
298208 1

INVOICE DATE
09/26/12

TERMS: NET DUE
UPON RECEIPT

BILL TO

CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG MS 39401

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
HM0336	IR657 SLP11451	SM	16CG03	SY4

DATE 09/23/11 PREVIOUS METER 790181 DATE 09/26/12 CURRENT METER 940181

INVOICE PERIOD 09/22/12 TO 09/22/13

QUANTITY	CODE NO.	DESCRIPTION	AMOUNT
1	1CAZAA	SMP MINIMUM	2,988.00

SUPPLY MAINTENANCE-PARTS, LABOR &
SUPPLIES(NO PAPER) (YEARLY WITH OVERAGE)
150000 Contracted

SUBTOTAL
2,988.00

TOTAL DUE
2,988.00

LOCATION

CITY OF HATTIESBURG CITY
CLERKS OFFICE-CITY HALL
200 FORREST STREET
HATTIESBURG MS
39401

COMMENTS:

REMIT TO

RJ YOUNG COMPANY
P O BOX 40963
NASHVILLE TN 37204

PLEASE PAY FROM THIS INVOICE
OVERDUE ACCOUNTS WILL BE CHARGED A LATE PAYMENT FEE OF 1.5% PER MONTH OR TO THE EXTENT OF THE LAW

City of Hattiesburg, MS

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

Master

File Number: 2012-1246

File ID:	2012-1246	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/09/2012
Brief Title:	Phone Maintenance			**Final Action:**	
				Minute Book Number:	MB 2012-1/371

Title:

Authorize Mayor to execute yearly maintenance agree with Deltacom for City Hall, Police Department, Police Academy, & Train Depot

Notes:

Sponsors:

Enactment Date:

Attachments: City of Hattiesburg - Police Academy PMA - 2012-1013.pdf, City of Hattiesburg - Police Dept PMA - 2012-1013.pdf, City of Hattiesburg - Train Depot PMA 2012-2013.pdf, City of Hattiesburg - City Hall PMA 2012-2013.pdf, Executed agrr.Deltacom

Enactment Number:

Contact:

Meeting Date: 10/16/2012

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1246

Title

Authorize Mayor to execute yearly maintenance agree with Deltacom for City Hall, Police Department, Police Academy, & Train Depot

Budget Information

001094.6365 $792

001100.6365	$3444
001131.6060	$450
001095.6060	$2644

ITC DELTACOM

Acct # 11784592

Customer Care Center 1-800-239-3000

Police - Fire Academy

ITC^DELTACOM PREFERRED MAINTENANCE AGREEMENT

ITC^DeltaCom Communications, Inc. ("ITC^DeltaCom") agrees to provide maintenance service for City of Hattiesburg (customer) for Equipment listed in the Equipment and Rates section of this agreement, subject to the terms and conditions as defined herein.

Included in the maintenance is part replacement or repair, labor, travel time, wiring (if wiring was installed by ITC^DeltaCom or its agent), system software problems, telecommunications service (when provided by ITC^DeltaCom), additional training (not to exceed 3 visits or 12 hours of training per year), user guides, and guaranteed response times.

TERM

This agreement shall begin on the day it is accepted by ITC^DeltaCom and shall continue for an indefinite period, being automatically renewable on a month-to-month basis, but shall be terminated by either party by giving a thirty (30) days prior written notice of said termination of this Agreement. No contract will be renewed for Equipment which becomes obsolete or for which replacement parts become no longer available. Not withstanding the foregoing all prepaid maintenance agreements shall extend only for term of prepayment.

SCOPE OF MAINTENANCE

Replacement parts will be furnished on an exchange basis, and replaced parts become the property of ITC^DeltaCom. ITC^DeltaCom will also provide maintenance consultation and advice. Additionally, ITC^DeltaCom will provide continued Customer training as requested, provided that the Customer gives two weeks notice of this request for training. This service will be provided at no additional charge, not to exceed 3 visits or 12 hours of training per year. Additional training will be billable.

CHARGES

Maintenance charges are determined based upon the Equipment listed in the Equipment and Rates section of this agreement on the date that this Agreement is accepted by ITC^DeltaCom. Further, a revised Equipment Itemization shall be prepared annually to reflect the Equipment being used by Customer on each anniversary date and shall be used in computing any increase or decrease in the Maintenance Payment in the following years. ITC^DeltaCom may adjust rates from time to time to reflect changes in the cost of providing this service. Any increase to the rates shall provide the Customer an option to cancel this Agreement with thirty (30) days written notice.

ACCESS TO EQUIPMENT

ITC^DeltaCom shall have full and free access to all Equipment to be serviced hereunder. Customer shall provide a safe place in which to perform such services.

MAINTENANCE SERVICE AVAILABILITY

Routine Service: The maintenance charge entitles the Customer to weekday Maintenance Service between the hours of 8:00 a.m. and 5:00 p.m. daily, Monday through Friday, except ITC^DeltaCom observed holidays. ITC^DeltaCom will respond within twenty-four hours to calls made during normal working hours. Requests for routine service outside of the above times shall be billed at ITC^DeltaCom's then current hourly rates.

Emergency Service: Under this provision an emergency exists when an authorized employee of the Customer determines that a system malfunction exists which seriously affects or impairs the operation of the Customer or if 50% of the system is inoperable. Emergency service is available twenty-four hours a day, seven days a week. ITC^DeltaCom will respond within two (2) hours. The authorized employee of the Customer shall exercise prudent judgment before reporting a service problem as an emergency. It is mutually understood an agreed that this Maintenance Agreement does not preclude Routine Service response intervals as provided above, for system or station malfunctions which do not seriously affect or impair the operation of the Customer.

OTHER TERMS

ITC^DeltaCom's maintenance service provided hereunder does not include the repair or replacement of parts or products which have been damaged due to accident, neglect, misuse or acts of God or nature, modification of service or Equipment by persons other than ITC^DeltaCom service representatives, operation of the Equipment outside the manufacturer's environmental specifications, failure or electrical power, air conditioning or humidity control, or causes other than ordinary use.

Any notice or other communication given hereunder shall be in writing and mailed, if to ITC^DeltaCom, to the address of ITC^DeltaCom's office, and if to the Customer, to the address of the Customer, or to such other address as such party shall have previously designated by notice in writing. Such notice or communication shall be deemed delivered when sent postage prepaid, certified mail, return receipt requested.

This Agreement shall be governed by the laws of Alabama and constitutes the entire agreement between ITC^DeltaCom and the Customer with respect to the furnishing of ITC^DeltaCom's Maintenance Service. The provisions contained herein constitute all of the terms, and conditions of this Agreement and supersede any and all prior agreements and understandings, written or oral.

No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment, or modification is in writing, signed by both parties.

DEFAULT

Customer shall be in default hereunder upon the occurrence of any of the following events:

(a) The nonpayment when due of any amount or installation payable hereon or any other agreement indebtedness between Customer and ITC^DeltaCom;

(b) The nonperformance, nonobservance, or breach of any promise, covenant or maintenance contained herein or in any other security agreement between Customer and ITC^DeltaCom;

(c) If any covenant, representation or statement made or furnished to ITC^DeltaCom is false or misleading in any material respect;

(d) If Customer conceals or attempts to conceal, misuse, or dispose of the Equipment, use or allow use of the Equipment in any manner or for any purpose prohibited by law or by policy of insurance thereon, or if the Equipment is damaged and permitted to remain in such damaged condition for thirty (30) days after occurrence of the act causing such damage;

(e) If the Equipment or any interest therein is attached, levied upon, or seized in any legal proceedings or otherwise, or held by virtue of any lien, attachment, or distress;

(f) Upon the death, dissolution, termination of existence, insolvency, assignment of any kind, or the commencement of any bankruptcy, reorganization, receivership, or insolvency proceedings by or against Customer.

EQUIPMENT AND RATES

Make/Model of Telephone System: NEC Elite IPK-II with Voice Mail - page spkr

Equipped Ports:	PMA Monthly Rate Per Port	Monthly Recurring Charge (MRC)
Total analog/digital ports: 20	Rate: $ 1.5	MRC: $ 30
Total voice mail ports: 4	Rate: $ 1.5	MRC: $ 6
Other Equipment: 1	Rate: $ 1.5	MRC: $ 1.5
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
		Total MRC: $ 37.50 x 12 = 450.00

If Prepaid circle number of months: (12) 24 36 48

Total Prepaid: $ 450.00

Customer Legal Name: City of Hattiesburg

Customer's Signature: x

Print Name: x

Date: x

Allen Wood III

ITC^DeltaCom / Sold by

53 Academy Drive

Hattiesburg, MS. 39401

Address of where CPE will be serviced

(Oct 30, 2012 — Oct 30, 2013)

Rev 9/02 SYS005

ITC^DELTACOM
SCHEDULE A

Summary of Equipment & Charges

City of Hattiesburg - Police & Fire Academy
53 Academy Drive
Hattiesburg, MS. 39401

PBX and Ancillary Equipment	Equipped Ports	Monthly Rate	Monthly Maintenance
Equipped System Analog Ports:	0	$1.50	$0.00
Equipped System Digital Ports:	20	$1.50	$30.00
Voice Mail Ports:	4	$1.50	$6.00
Call Accounting (if yes enter 1)	0	$25.00	$0.00
Paging Speakers (enter # of units)	1	$1.50	$1.50
Paging Horns (enter # of units)	0	$2.50	$0.00
Paging AMPS (enter # of units)	0	$6.00	$0.00
Other	0	$1.00	$0.00
Total Monthly PMA Charge			$37.50

Optional 12 Month PMA Total	$450.00

ITC^DELTACOM COMMUNICATIONS, INC.

By: Allen Wood III

Title: SSAE

513 East Claiborne
Address

Greenwood, MS. 38930
City State Zip Code

PMA CUSTOMER

By / Date: X /

Title: X

53 Academy Drive
Address

Hattiesburg, MS. 39401
City State Zip Code

Customer Bill to information: City of Hattiesburg (Police-Fire Academy)
200 Forrest Street
Hattiesburg, MS. 39401

Customer Number: 601-545-4565

System Model: NEC Elite IPK-II with Voice Mail

Prepared By: Allen Wood III

Existing Account Number **11784592**

October 30, 2012 - October 30, 2013

ITC DELTACOM

Customer Care Center 1-800-239-3000

Police Dept. Acct # 11044583

ITC^DELTACOM PREFERRED MAINTENANCE AGREEMENT

ITC^DeltaCom Communications, Inc. ("ITC^DeltaCom") agrees to provide maintenance service for City of Hattiesburg (customer) for Equipment listed in the Equipment and Rates section of this agreement, subject to the terms and conditions as defined herein.

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SCOPE OF MAINTENANCE

Replacement parts will be furnished on an exchange basis, and replaced parts become the property of ITC^DeltaCom. ITC^DeltaCom will also provide maintenance consultation and advice. Additionally, ITC^DeltaCom will provide continued Customer training as requested, provided that the Customer gives two weeks notice of this request for training. This service will be provided at no additional charge, not to exceed 3 visits or 12 hours of training per year. Additional training will be billable.

CHARGES

Maintenance charges are determined based upon the Equipment listed in the Equipment and Rates section of this agreement on the date that this Agreement is accepted by ITC^DeltaCom. Further, a revised Equipment Itemization shall be prepared annually to reflect the Equipment being used by Customer on each anniversary date and shall be used in computing any increase or decrease in the Maintenance Payment in the following years. ITC^DeltaCom may adjust rates from time to time to reflect changes in the cost of providing this service. Any increase to the rates shall provide the Customer an option to cancel this Agreement with thirty (30) days written notice.

ACCESS TO EQUIPMENT

ITC^DeltaCom shall have full and free access to all Equipment to be serviced hereunder. Customer shall provide a safe place in which to perform such services.

MAINTENANCE SERVICE AVAILABILITY

Routine Service: The maintenance charge entitles the Customer to weekday Maintenance Service between the hours of 8:00 a.m. and 5:00 p.m. daily, Monday through Friday, except ITC^DeltaCom observed holidays. ITC^DeltaCom will respond within twenty-four hours to calls made during normal working hours. Requests for routine service outside of the above times shall be billed at ITC^DeltaCom's then current hourly rates.

Emergency Service: Under this provision an emergency exists when an authorized employee of the Customer determines that a system malfunction exists which seriously affects or impairs the operation of the Customer or if 50% of the system is inoperable. Emergency service is available twenty-four hours a day, seven days a week. ITC^DeltaCom will respond within two (2) hours. The authorized employee of the Customer shall exercise prudent judgment before reporting a service problem as an emergency. It is mutually understood an agreed that this Maintenance Agreement does not preclude Routine Service response intervals as provided above, for system or station malfunctions which do not seriously affect or impair the operation of the Customer.

OTHER TERMS

ITC^DeltaCom's maintenance service provided hereunder does not include the repair or replacement of parts or products which have been damaged due to accident, neglect, misuse or acts of God or nature, modification of service or Equipment by persons other than ITC^DeltaCom service representatives, operation of the Equipment outside the manufacturer's environmental specifications, failure or electrical power, air conditioning or humidity control, or causes other than ordinary use.

Any notice or other communication given hereunder shall be in writing and mailed, if to ITC^DeltaCom, to the address of ITC^DeltaCom's office, and if to the Customer, to the address of the Customer, or to such other address as such party shall have previously designated by notice in writing. Such notice or communication shall be deemed delivered when sent postage prepaid, certified mail, return receipt requested.

This Agreement shall be governed by the laws of Alabama and constitutes the entire agreement between ITC^DeltaCom and the Customer with respect to the furnishing of ITC^DeltaCom's Maintenance Service. The provisions contained herein constitute all of the terms, and conditions of this Agreement and supersede any and all prior agreements and understandings, written or oral.

No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment, or modification is in writing, signed by both parties.

DEFAULT

Customer shall be in default hereunder upon the occurrence of any of the following events:

(a) The nonpayment when due of any amount or installation payable hereon or any other agreement indebtedness between Customer and ITC^DeltaCom;

(b) The nonperformance, nonobservance, or breach of any promise, covenant or maintenance contained herein or in any other security agreement between Customer and ITC^DeltaCom;

(c) If any covenant, representation or statement made or furnished to ITC^DeltaCom is false or misleading in any material respect;

(d) If Customer conceals or attempts to conceal, misuse, or dispose of the Equipment, use or allow use of the Equipment in any manner or for any purpose prohibited by law or by policy of insurance thereon, or if the Equipment is damaged and permitted to remain in such damaged condition for thirty (30) days after occurrence of the act causing such damage;

(e) If the Equipment or any interest therein is attached, levied upon, or seized in any legal proceedings or otherwise, or held by virtue of any lien, attachment, or distress;

(f) Upon the death, dissolution, termination of existence, insolvency, assignment of any kind, or the commencement of any bankruptcy, reorganization, receivership, or insolvency proceedings by or against Customer.

EQUIPMENT AND RATES

Make/Model of Telephone System: NEC SV8300 with PRI, CCIS and paging

Equipped Ports:	PMA Monthly Rate Per Port	Monthly Recurring Charge (MRC)
Total analog/digital ports: 186	Rate: $ 1.50	MRC: $ 279
Total voice mail ports: 8	Rate: $ 1.00	MRC: $ 8
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
		Total MRC: $ 287 x 12 = 3444.00

If Prepaid circle number of months: (12) 24 36 48

Total Prepaid: $ 3444.00

Customer Legal Name: City of Hattiesburg

Customer's Signature: X

Print Name: X

Date: X

Allen Woodson

ITC^DeltaCom / Sold by

#1 Government Plaza
Hattiesburg, MS. 39401

Address of where CPE will be serviced

(Oct 30, 2012 — Oct 30, 2013)

Rev 9/02 SYS005

ITC^DELTACOM
SCHEDULE A
Summary of Equipment & Charges

City of Hattiesburg - Police Department
#1 Government Plaza
Hattiesburg, MS. 39420

PBX and Ancillary Equipment	Equipped Ports	Monthly Rate	Monthly Maintenance
Equipped System Analog Ports:	24	$1.50	$36.00
Equipped System Digital Ports:	162	$1.50	$243.00
Voice Mail Ports:	0	$1.50	$0.00
Call Accounting (if yes enter 1)	0	$25.00	$0.00
Paging Speakers (enter # of units)	8	$1.00	$8.00
Paging Horns (enter # of units)	0	$2.50	$0.00
Paging AMPS (enter # of units)	0	$6.00	$0.00
Other	0	$1.00	$0.00
Total Monthly PMA Charge			$287.00

Optional Annual PMA Total	$3,444.00

ITC^DELTACOM COMMUNICATIONS, INC.

By: Allen Wood III

Title: SSAE

513 East Claiborne
Address

Greenwood, MS. 38930
City State Zip Code

PMA CUSTOMER

By / Date: X /

Title: X

#1 Government Plaza
Address

Hattiesburg, MS. 39420
City State Zip Code

Customer Bill to information: City of Hattiesburg (Police Department)
200 Forrest Street
Hattiesburg, MS. 39401

Customer Number: 601-545-4565

System Model: NEC SV-8300 PBX with PRI, CCIS and Paging

Prepared By: Allen Wood III

Existing Account Number **11044583**

October 30, 2012 - October 30, 2013

ITC DELTACOM

Customer Care Center 1-800-239-3000

Train Depot Acct # 12300695

ITC^DELTACOM PREFERRED MAINTENANCE AGREEMENT

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SCOPE OF MAINTENANCE

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CHARGES

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ACCESS TO EQUIPMENT

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MAINTENANCE SERVICE AVAILABILITY

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OTHER TERMS

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No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment, or modification is in writing, signed by both parties.

DEFAULT

Customer shall be in default hereunder upon the occurrence of any of the following events:

(a) The nonpayment when due of any amount or installation payable hereon or any other agreement indebtedness between Customer and ITC^DeltaCom;

(b) The nonperformance, nonobservance, or breach of any promise, covenant or maintenance contained herein or in any other security agreement between Customer and ITC^DeltaCom;

(c) If any covenant, representation or statement made or furnished to ITC^DeltaCom is false or misleading in any material respect;

(d) If Customer conceals or attempts to conceal, misuse, or dispose of the Equipment, use or allow use of the Equipment in any manner or for any purpose prohibited by law or by policy of insurance thereon, or if the Equipment is damaged and permitted to remain in such damaged condition for thirty (30) days after occurrence of the act causing such damage;

(e) If the Equipment or any interest therein is attached, levied upon, or seized in any legal proceedings or otherwise, or held by virtue of any lien, attachment, or distress;

(f) Upon the death, dissolution, termination of existence, insolvency, assignment of any kind, or the commencement of any bankruptcy, reorganization, receivership, or insolvency proceedings by or against Customer.

EQUIPMENT AND RATES

Make/Model of Telephone System: NEC Elite IPK-II with Voice Mail

Equipped Ports:	PMA Monthly Rate Per Port	Monthly Recurring Charge (MRC)
Total analog/digital ports: 42	Rate: $ 1.5	MRC: $ 63
Total voice mail ports: 2	Rate: $ 1.5	MRC: $ 3
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
		Total MRC: $ 66 x 12 = 792

If Prepaid circle number of months: (12) 24 36 48

Total Prepaid: $ 792.00

Customer Legal Name: City of Hattiesburg

Customer's Signature: X

Print Name: X

Date: X

Allen Wood III

ITC^DeltaCom / Sold by

308 Newman

Hattiesburg, MS. 39420

Address of where CPE will be serviced

(oct 30, 2012 — oct 30, 2013)

Rev 9/02 SYS005

ITC^DELTACOM
SCHEDULE A
Summary of Equipment & Charges

City of Hattiesburg - Train Depot
308 Newman
Hattiesburg, MS. 39420

PBX and Ancillary Equipment	Equipped Ports	Monthly Rate	Monthly Maintenance
Equipped System Analog Ports:	42	$1.50	$63.00
Equipped System Digital Ports:	0	$2.50	$0.00
Voice Mail Ports:	2	$1.50	$3.00
Call Accounting (if yes enter 1)	0	$25.00	$0.00
Paging Speakers (enter # of units)	0	$1.00	$0.00
Paging Horns (enter # of units)	0	$2.50	$0.00
Paging AMPS (enter # of units)	0	$6.00	$0.00
Other	0	$1.00	$0.00
Total Monthly PMA Charge			$66.00

Optional Annual PMA Total	$792.00

ITC^DELTACOM COMMUNICATIONS, INC.

By: Allen Wood III

Title: SSAE

513 East Claiborne
Address

Greenwood, MS. 38930
City State Zip Code

PMA CUSTOMER

By / Date: X _____ / _____

Title: X

308 Newman
Address

Hattiesburg, MS. 39420
City State Zip Code

Customer Bill to information: City of Hattiesburg (Train Depot)
308 Newman
Hattiesburg, MS. 39402

Customer Number: 601-545-4512

System Model: NEC Elite IPK-II with 2 port VMP (voice mail)

Prepared By: Allen Wood III

Existing Account Number **12300695**

October 30, 2012 - October 30, 2013

ITC DELTACOM

Customer Care Center 1-800-239-3000

City Hall Acct# 11044575

ITC^DELTACOM PREFERRED MAINTENANCE AGREEMENT

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Any notice or other communication given hereunder shall be in writing and mailed, if to ITC^DeltaCom, to the address of ITC^DeltaCom's office, and if to the Customer, to the address of the Customer, or to such other address as such party shall have previously designated by notice in writing. Such notice or communication shall be deemed delivered when sent postage prepaid, certified mail, return receipt requested.

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(b) The nonperformance, nonobservance, or breach of any promise, covenant or maintenance contained herein or in any other security agreement between Customer and ITC^DeltaCom;

(c) If any covenant, representation or statement made or furnished to ITC^DeltaCom is false or misleading in any material respect;

(d) If Customer conceals or attempts to conceal, misuse, or dispose of the Equipment, use or allow use of the Equipment in any manner or for any purpose prohibited by law or by policy of insurance thereon, or if the Equipment is damaged and permitted to remain in such damaged condition for thirty (30) days after occurrence of the act causing such damage;

(e) If the Equipment or any interest therein is attached, levied upon, or seized in any legal proceedings or otherwise, or held by virtue of any lien, attachment, or distress;

(f) Upon the death, dissolution, termination of existence, insolvency, assignment of any kind, or the commencement of any bankruptcy, reorganization, receivership, or insolvency proceedings by or against Customer.

EQUIPMENT AND RATES

Make/Model of Telephone System: NEC SV8300 with PRI, CCIS And Voice Mail

Equipped Ports:	PMA Monthly Rate Per Port	Monthly Recurring Charge (MRC)
Total analog/digital ports: 140	Rate: $ 1.5	MRC: $ 210
Total voice mail ports: 8	Rate: $ 1.5	MRC: $ 12
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
		Total MRC: $ 222 x 12 = 2664.00

If Prepaid circle number of months: (12) 24 36 48

Total Prepaid: $ 2664.00

Customer Legal Name: City of Hattiesburg

Customer's Signature: X

Print Name: X

Date: X

Allen Wood III

ITC^DeltaCom / Sold by

200 Forrest Street

Hattiesburg, MS. 39401

Address of where CPE will be serviced

(october 30, 2012 — oct 30, 2013)

SYS005

ITC^DELTACOM
SCHEDULE A
Summary of Equipment & Charges

City of Hattiesburg - City Hall
200 Forrest Street
Hattiesburg, MS. 39401

PBX and Ancillary Equipment	Equipped Ports	Monthly Rate	Monthly Maintenance
Equipped System Analog Ports:	16	$1.50	$24.00
Equipped System Digital Ports:	124	$1.50	$186.00
Voice Mail Ports:	8	$1.50	$12.00
Call Accounting (if yes enter 1)	0	$25.00	$0.00
Paging Speakers (enter # of units)	0	$1.00	$0.00
Paging Horns (enter # of units)	0	$2.50	$0.00
Paging AMPS (enter # of units)	0	$6.00	$0.00
Other	0	$1.00	$0.00
Total Monthly PMA Charge			$222.00

Optional 9 Month PMA Total	$2,664.00

ITC^DELTACOM COMMUNICATIONS, INC.

By: Allen Wood III

Title: SSAE

513 East Claiborne
Address

Greenwood, MS. 38930
City State Zip Code

PMA CUSTOMER

By / Date: X /

Title: X

200 Forrest Street
Address

Hattiesburg, MS. 39401
City State Zip Code

Customer Bill to information: City of Hattiesburg (City Hall)
200 Forrest Street
Hattiesburg, MS. 39401

Customer Number: 601-545-4565

System Model: NEC SV-8300 PBX with PRI, CCIS and Voice Mail

Prepared By: Allen Wood III

Existing Account Number **11044575**

October 30, 2012 - October 30, 2013

ITC DELTACOM

Acct # 11784592

Customer Care Center 1-800-239-3000

Police - Fire Academy

ITC^DELTACOM PREFERRED MAINTENANCE AGREEMENT

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ACCESS TO EQUIPMENT

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MAINTENANCE SERVICE AVAILABILITY

Routine Service: The maintenance charge entitles the Customer to weekday Maintenance Service between the hours of 8:00 a.m. and 5:00 p.m. daily, Monday through Friday, except ITC^DeltaCom observed holidays. ITC^DeltaCom will respond within twenty-four hours to calls made during normal working hours. Requests for routine service outside of the above times shall be billed at ITC^DeltaCom's then current hourly rates.

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OTHER TERMS

ITC^DeltaCom's maintenance service provided hereunder does not include the repair or replacement of parts or products which have been damaged due to accident, neglect, misuse or acts of God or nature, modification of service or Equipment by persons other than ITC^DeltaCom service representatives, operation of the Equipment outside the manufacturer's environmental specifications, failure or electrical power, air conditioning or humidity control, or causes other than ordinary use.

Any notice or other communication given hereunder shall be in writing and mailed, if to ITC^DeltaCom, to the address of ITC^DeltaCom's office, and if to the Customer, to the address of the Customer, or to such other address as such party shall have previously designated by notice in writing. Such notice or communication shall be deemed delivered when sent postage prepaid, certified mail, return receipt requested.

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(c) If any covenant, representation or statement made or furnished to ITC^DeltaCom is false or misleading in any material respect;

(d) If Customer conceals or attempts to conceal, misuse, or dispose of the Equipment, use or allow use of the Equipment in any manner or for any purpose prohibited by law or by policy of insurance thereon, or if the Equipment is damaged and permitted to remain in such damaged condition for thirty (30) days after occurrence of the act causing such damage;

(e) If the Equipment or any interest therein is attached, levied upon, or seized in any legal proceedings or otherwise, or held by virtue of any lien, attachment, or distress;

(f) Upon the death, dissolution, termination of existence, insolvency, assignment of any kind, or the commencement of any bankruptcy, reorganization, receivership, or insolvency proceedings by or against Customer.

EQUIPMENT AND RATES

Make/Model of Telephone System: NEC Elite IPK-II with Voice Mail - page spkr

Equipped Ports:	PMA Monthly Rate Per Port	Monthly Recurring Charge (MRC)
Total analog/digital ports: 20	Rate: $ 1.5	MRC: $ 30
Total voice mail ports: 4	Rate: $ 1.5	MRC: $ 6
Other Equipment: 1	Rate: $ 1.5	MRC: $ 1.5
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
		Total MRC: $ 37.50 x 12 = 450.00

If Prepaid circle number of months: (12) 24 36 48

Total Prepaid: $ 450.00

Customer Legal Name: City of Hattiesburg

Customer's Signature: x

Print Name: x

Date: x

Allen Wood III

ITC^DeltaCom / Sold by

53 Academy Drive

Hattiesburg, MS. 39401

Address of where CPE will be serviced

(Oct 30, 2012 — Oct 30, 2013)

Rev 9/02 SYS005

ITC DELTACOM

Customer Care Center 1-800-239-3000

Police Dept. Acct # 11044583

ITC^DELTACOM PREFERRED MAINTENANCE AGREEMENT

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(f) Upon the death, dissolution, termination of existence, insolvency, assignment of any kind, or the commencement of any bankruptcy, reorganization, receivership, or insolvency proceedings by or against Customer.

EQUIPMENT AND RATES

Make/Model of Telephone System: NEC SV8300 with PRI, CCIS and paging

Equipped Ports:	PMA Monthly Rate Per Port	Monthly Recurring Charge (MRC)
Total analog/digital ports: 186	Rate: $ 1.50	MRC: $ 279
Total voice mail ports: 8	Rate: $ 1.00	MRC: $ 8
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
		Total MRC: $ 287 x 12 = 3444.00

If Prepaid circle number of months: (12) 24 36 48

Total Prepaid: $ 3444.00

Customer Legal Name: City of Hattiesburg

Customer's Signature: x

Print Name: x

Date: x

Allen Woodson
ITC^DeltaCom / Sold by

#1 Government Plaza
Hattiesburg, MS. 39401
Address of where CPE will be serviced

(Oct 30, 2012 — Oct 30, 2013)

Rev 9/02 SYS005

ITC DELTACOM

Customer Care Center 1-800-239-3000

Train Depot Acct # 12300695

ITC^DELTACOM PREFERRED MAINTENANCE AGREEMENT

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(f) Upon the death, dissolution, termination of existence, insolvency, assignment of any kind, or the commencement of any bankruptcy, reorganization, receivership, or insolvency proceedings by or against Customer.

EQUIPMENT AND RATES

Make/Model of Telephone System: NEC Elite IPK-II with Voice Mail

Equipped Ports:	PMA Monthly Rate Per Port	Monthly Recurring Charge (MRC)
Total analog/digital ports: 42	Rate: $ 1.5	MRC: $ 63
Total voice mail ports: 2	Rate: $ 1.5	MRC: $ 3
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
		Total MRC: $ 66 x 12 = 792

If Prepaid circle number of months: (12) 24 36 48

Total Prepaid: $ 792.00

Customer Legal Name: City of Hattiesburg

Customer's Signature: x Johnny L. DuPree

Print Name: x Johnny L. DuPree

Date: x 10-16-12

Allen Wood III
ITC^DeltaCom / Sold by

308 Newman
Hattiesburg, MS. 39420
Address of where CPE will be serviced

Rev 9/02 SYSIBM

(oct 30, 2012 — oct 30, 2013)

ITC DELTACOM

Customer Care Center ▶ 1-800-239-3000

City Hall Acct# 11044575

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EQUIPMENT AND RATES

Make/Model of Telephone System: NEC SV8300 with PRI, CCIS And Voice Mail

Equipped Ports:	PMA Monthly Rate Per Port	Monthly Recurring Charge (MRC)
Total analog/digital ports: 140	Rate: $ 1.5	MRC: $ 210
Total voice mail ports: 8	Rate: $ 1.5	MRC: $ 12
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
Other Equipment:	Rate: $	MRC: $
		Total MRC: $ 222 x 12 = 2664.00

If Prepaid circle number of months: (12) 24 36 48

Total Prepaid: $ 2664.00

Customer Legal Name: City of Hattiesburg

Customer's Signature:

Print Name: X

Date: X

Allen Wood III

ITC^DeltaCom / Sold by

200 Forrest Street

Hattiesburg, MS. 39401

Address of where GPE will be serviced

(October 30, 2012 — Oct 30, 2013)

City of Hattiesburg, MS

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

Master

File Number: 2012-1258

File ID:	2012-1258	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/10/2012
Brief Title:	Solid Waste Revenue and Expenditures Report for FY 9-30-12			**Final Action:**	
				Minute Book Number:	MB 2012-1371

Title:

Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2012 and authorize publication of same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Solid Waste Revenue & Expense	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Marilyn Schwandt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1258

Title

Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2012 and authorize publication of same.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG, MISSISSIPPI

Report of Solid Waste Revenues & Expenditures - Cash Basis
Fiscal Year Ending September 30, 2012
(Pursuant to Ms. Code Section 17-17-348)

Revenues:		
Solid Waste Collection and Disposal User Charges Collected		$2,190,170
Solid Waste Franchise revenues		197,194
Millage Supplement		107,351
Total Revenues		**$2,494,715**
Expenditures:		
Personnel:		
Wages	711,953	
State Retirement	92,350	
FICA Taxes	53,598	
Hospital Insurance	161,700	
Workers Comp/Unemployment Taxes	140,767	
Total Personnel		**1,160,368**
Supplies:		
Fuel & Lubricants	206,209	
Motor Vehicle Repair Parts	95,016	
Chemicals		
Hand Tools	793	
Other Operating Supplies	13,652	
Total Supplies		**315,670**
Other Services & Charges:		
Tipping Fees	718,766	
Recycling Fees	153,877	
Motor Vehicle Repairs (Outside Labor)	120,895	
Uniform Rent	10,353	
Tow-In Charges	2,500	
Other Services & Charges	12,286	
Total Other Services & Charges		**1,018,677**
Capital Outlays		
Total Expenditures		**$2,494,715**

The City has contracted with the following companies/governmental entities for garbage disposal and recycling services for the Fiscal Year ended September 30, 2012:

Pinebelt Regional Solid Waste Authority P.O. Box 389 Petal Ms. 39465-0389	$453,298
Waste Management of South Mississippi 133 Gravel Pit Road Hattiesburg, Ms. 39402	$175,162
Waste Pro Hattiesburg 7547 Hwy 98 W Hattiesburg, MS 39402	$153,877

City of Hattiesburg, MS

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

Master

File Number: 2012-1260

File ID:	2012-1260	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/10/2012
Brief Title:	Homeland Security Grant Program Award			**Final Action:**	
				Minute Book Number:	MB 2012-1/372

Title:

Acknowledge receipt of State Homeland Security Grant Program Award, Grant No. 11HS205T in the amount of $10,800 and Grant No. S11HS205T in the amount of $2500; authorize acceptance and execution of Grant Recipient Agreement.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Homeland Security Grant Award 11HS205T & 11HS205T, Grant agreement, Executed grant	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1260

Title

Acknowledge receipt of State Homeland Security Grant Program Award, Grant No. 11HS205T in the amount of $10,800 and Grant No. S11HS205T in the amount of $2500; authorize acceptance and execution of Grant Recipient Agreement.

Summary

Homeland Security Grant Program Award, Grant NO: 11HS205T in the amount of $10,800 and Grant NO: S11HS205T in the amount of $2500

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD: August 23, 2012 **GRANT NO: S11HS205T**

SUB-GRANTEE: CITY OF HATTIESBURG (REGIONAL RESPONSE FUNDS)

PROGRAM NAME: Fiscal Year 11 ODP Homeland Security Grant Program

GRANT PERIOD: 08/01/2012 to 07/31/2013

AWARD AMOUNT: $2,500.00

Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

This award document is your authorization to expend jurisdiction funds. Expenditures incurred prior to the execution of this grant award period are not allowable. Reimbursements and advances will only be provided once a month. A signed copy of said agreement must be returned to DPS prior to release of payment. If your jurisdiction has not expended funds prior to the end of the grant period, this office will redistribute these funds accordingly.

Acceptance for the Sub-Grantee:

Sub-Grantee Date J.W. Ledbetter Date
Director

MAYOR ↑

MISSISSIPPI 39205-0958 · TELEPHONE 601-346-1500 · FAX 601-346-1521 · www.homelandsecurity.ms.gov

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to apply for assistance.

2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.

3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.

4. The Applicant is aware of and shall comply with cost-sharing requirements.

5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars A-87 and A-133 as applicable and/or as directed by the DPS Authorized Representative.

6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.

7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.

8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.

9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.

10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.

11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.

12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.

13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.

14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

Grant Recipient Representative

Date

MAYOR ↑

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD:	**August 23, 2012**	**GRANT NO: 11HS205T**
SUB-GRANTEE:	**CITY OF HATTIESBURG (TASK FORCE FUNDS)**	
PROGRAM NAME:	**Fiscal Year 11 ODP Homeland Security Grant Program**	
GRANT PERIOD:	**08/01/2012 to 07/31/2013**	
AWARD AMOUNT:	**$10,080.00**	

Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

This award document is your authorization to expend jurisdiction funds. Expenditures incurred prior to the execution of this grant award period are not allowable. Reimbursements and advances will only be provided once a month. A signed copy of said agreement must be returned to DPS prior to release of payment. If your jurisdiction has not expended funds prior to the end of the grant period, this office will redistribute these funds accordingly.

Acceptance for the Sub-Grantee:

Sub-Grantee Date

J.W. Ledbetter
Director
Date

Mayor

KSON, MISSISSIPPI 39205-0958 · TELEPHONE 601-346-1500 · FAX 601-346-1521 · www.homelandsecurity.ms.gov

GRANT RECIPIENT AGREEMENT

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13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.

14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

Grant Recipient Representative Date

Mayor ↑

STATE OF MISSISSIPPI
AND
GOVERNOR PHIL BRYANT

DOMESTIC PREPAREDNESS COOPERATIVE AGREEMENT

BETWEEN

THE EMERGENCY MANAGEMENT DISTRICT AND THE CITY OF HATTIESBURG, MS (JOINTLY)

AND

DEPARTMENT OF PUBLIC SAFETY

DOMESTIC PREPAREDNESS COOPERATIVE AGREEMENT (CA)

This Cooperative Agreement is entered into between the Mississippi Department of Public Safety, hereto referred to as *Grantee*, and The Emergency Management District and The City of Hattiesburg, Mississippi (Jointly), hereto referred to as S*ubgrantee.*

Article I. Purpose

The purpose of this Cooperative Agreement (CA) is to utilize 100% federal funding (no match required) provided through the Office of Grants and Training to enhance capabilities within the State of Mississippi to respond to acts of domestic and international terrorism including the use of weapons of mass destruction. The Department of Public Safety will accomplish this by prioritizing and facilitating the delivery and use of federal financial assistance as identified in the published Office of Grants and Training Homeland Security Grant Program guidance. This agreement enables the Sub-grantee to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within the State of Mississippi. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide prevention/deterrence and emergency response to a potential terrorism event within the State.

Article II. Scope of Work

The objectives and project outcomes outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security three (3) year strategic plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with the Office of Grants and Training Homeland Security Grant Program Guidance.

Article III. Period of Performance

The period of performance of this Cooperative Agreement shall begin on the date of acceptance of the **SUB-GRANT AWARD** and shall continue through the period of the SUB-GRANT AWARD unless terminated by the Department of Public Safety. Future SUB-GRANT AWARDS supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub-grants so long as all signatory officials remain unchanged.

Article IV. Roles and Responsibilities

A. Local *Sub-grantee*

1. The local *Sub-grantee* shall be City of Hattiesburg and the Emergency Management District desiring to develop or improve their ability to combat the affects of a terrorism event through the purchase of specialized equipment as identified in the published OGT selected equipment list.

2. The chief elected officials of the *Sub-grantee* **jurisdiction** is the local official responsible for committing to the terms of this CA, budgeting local funds to purchase equipment, and for executing this CA on behalf of the S*ub-grantee* jurisdiction.

3. The **COUNTY EMERGENCY MANAGER** shall be the principle local official appointed by the *Sub-grantee's* public official as the Sub-grantee Grant Administrator (SGA). Said Team Leader will be responsible for developing the team enhancement plan and providing investment justification for team expenditure of funds. Team Leader will be responsible for obtaining project approval from respective local government officials and reporting and submitting applications to Grantee. Also team leaders will handle equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the S*ub-grantee* to *Grantee*. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Initial Strategy Implementation Plan (ISIP) and the Biannual Strategy Implementation Report (BSIR).**

4. The name and contact information for the SGA and record of appointment by local officials shall be included as part of this Cooperative Agreement.

5. Sub-grantee agrees that if the response team, which received property through this Cooperative Agreement, ceases to function, Sub-grantee will return all such property to the Grantee and executes all documents necessary to transfer title of the property to the Grantee.

B. Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and attendance at OGT-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Assessments and Strategies (SHSAS). See Homeland Security Program for specific guidance, policies, and reporting requirements.

C. State *Grantee*

1. The *Grantee* shall be the Mississippi Department of Public Safety – Office of Homeland Security acting on behalf of the State of Mississippi.

2. The Commissioner of the Department of Public Safety (DPS) or the Commissioner's Designee is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The DPS Commissioner, or his designee acting in the absence of the Commissioner, will exercise final approval authority of all *Sub-grantee* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Grantee* administration.

3. The DPS Office of Homeland Security is designated the *Grantee* Point-of-Contact (POC) for assisting the *Sub-grantee* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management.

Article V. Funding Consideration

The *Grantee* POC will receive and review *Sub-grantee's* application and forward it to the Mississippi Department of Public Safety – Office of Homeland Security for approval. After approval the *Grantee* will issue a sub-grant award letter, which authorizes the *Sub-grantee* to expend local funds and be reimbursed pursuant to the terms of this CA. **Local funds expended prior to the date of the award letter are not authorized to be reimbursed.** When the *Sub-grantee* has expended funds awarded, the SGA will prepare and submit a Request for Reimbursement to the *Grantee POC.* This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The *Grantee POC* will review the reimbursement package for completeness and forward to the *Grantee* Office of the Comptroller for payment.

A. The *Grantee* will not be liable under this Agreement for any amount greater than the award allocated by the Office of Grants and Training to the State for the grant performance period.

B. No cost or obligation shall be incurred by the *Grantee* under this Agreement unless and until the *Grantee* advises the *Sub-grantee* in writing that the application has been approved and funds are available.

C. Reimbursement will be made by the *Grantee* to the *Sub-grantee* based on the **Mississippi Sub-grantee Reporting Worksheet.** Required documentation must accompany the worksheet.

D. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal guidelines, and submission for reimbursement made in accordance with DPS administrative procedures.

E. *Sub-grantee's* request for advance of funds to support purchase of equipment or other expenditure must be requested in writing to the grantee POC explaining the justification for the request. Reasons, i.e., shortage of local funds or items not

contained in current annual jurisdictional budget must be accompanied by purchase orders. No requests for advance of funds will be granted for amounts less than $2,500.00.

F. *Sub-grantee's* request for Reimbursement and other required financial reports will be submitted to the *Grantee* with a copy of all receipt(s) or invoices showing that authorized equipment has been paid for in full by *Sub-grantee* and attached to an approved grant application.

Article VI. Maintenance, Replacement Costs and Use of Equipment

Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of the State Strategic Plan and this Cooperative Agreement. The equipment may be used for terrorism training, for exercise purposes, and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs may be the sole responsibility of the *Sub-grantee*.

Article VII. Nonperformance

Failure by the *Subgrantee* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Grantee*. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Grantee request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Article VIII. Administrative Provisions

A. General

The *Grantee* and *Sub-grantee* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by the Office of Grants and Training and set forth in other applicable state and federal guides.

B. Reports

2. Initial Strategy Implementation Plan (ISIP) is a detailed report of the planned activities associated with OGT grant funding. All funds provided must be linked to one or more projects, which in turn must support specific goals or objectives in the State Homeland Security Strategy.

3. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities noted in the ISIP, and will include an update of all information submitted in that report.

C. Other Provisions

1. Nothing in this agreement is intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
2. Sub-grantee is required to ensure that grant monies are used to support all disciplines and departments, specifically those jurisdictions located within the team area of responsibility. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan. **The team must establish a board of governance from officials within the team area of operation to facilitate the management of team funding.**

3. The Planner and Trainer employed by your jurisdiction using the Homeland Security Grant Program funds day-to-day assignment is the responsibility of the Team Leader. The Office of Homeland Security reserves the right to DIRECTLY assign TASKS to the Planner and Trainer and follow-up coordination with the team leader.

4. The Office of Homeland Security will only support the salaries of two positions for the response team. The salary will not exceed $40,000 a year (plus fringe benefits) per position. The positions are to support the training and planning efforts of the team and the team's area of responsibility. No other positions will be funded or supported by this office.

5. Subgrantee is required to submit with the signed Cooperative Agreement a copy of their most recent financial audit.

   If the subgrantee (organization/jurisdiction) expends $500,000 or more in federal funds (from all sources including pass-through sub awards) in the subgrantee's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with the provisions of the Office of Management and Budget (OMB) Circular A-133.

6. Request for Reimbursement are required to be sent to the Mississippi Office of Homeland Security on a quarterly basis. **All grant funds will be frozen if Reimbursement Request are not sent quarterly to the Mississippi Office of Homeland Security.**

7. **Effective October 1, 2009 ALL subgrantees are required to have and furnish a Dun and Bradstreet Data Universal Numbering System (DUNS) number to the Mississippi Office of Homeland Security as a component of the Article IX. A DUNS number is the nine digit number established and assigned by Dun and Bradstreet, Inc (D&B) to uniquely identify business entities. If your jurisdiction does not have a DUNS number one may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform). NO GRANT AWARD LETER WILL BE ISSSUED WITHOUT THE SUB GRANTEE HAVING A DUNS NUMBER**

Article IX. Execution

IN WITNESSES WHEREOF, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

SUBGRANTEE: CITY of HATTIESBURG

MAYOR ↓

ATTEST:
City Clerk

EDDIE MYERS _____

By: _____
Title: Mayor, City of Hattiesburg

APPROVED AS TO FORM:
City Attorney

By: _____ Date: _____

DUNS Number: _____ I NEED THIS NUMBER

GRANTEE: MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: _____ Date: _____
Executive Director

J.W. LEDBETTER ↑

Board of Governance Signatories':

By: _____ Date: _____

For: _____ of _____

By: _____ Date: _____

For: _____ of _____

By: _____ Date: _____

For: _____ of _____

By: _____ Date: _____

For: _____ of _____

By: _____ Date: _____

For: _____ of _____

By: _____ Date: _____

For: _____ of _____

By: _____ Date: _____

For: _____ of _____

By: _____ Date: _____

For: _____ of _____

By: _____ Date: _____

For: _____ of _____

HOMELAND SECURITY PROGRAM FISCAL YEAR 2011

TOTAL AWARD: Task Force Award - $10,080.00
RRT Award - $ 2,500.00

Allowable Equipment Costs

Allowable equipment categories for FY11 HSGP are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by OGT and the Oklahoma City National Memorial Institute for the Prevention of Terrorism (MIPT) at http://www.rkb.us The website is designed to provide emergency responders, purchasers, and planners with a trusted, integrated, online source of information on products, standards, certifications, grants, and other equipment related information. By integrating this information, which includes the Inter-Agency Board's (IAB) Standardized Equipment List (SEL) and the AEL from OGT, into one location, responders, vendors, standards organizations, training facilities, and grant making organizations have a trusted first source to answering questions such as:

- What equipment is on the market?
- Has it been certified?
- If so, to what standard?
- What training is needed to use it effectively?
- Are there experts available for consultation and questions?

The FY11 HSGP AEL is housed on the RKB and relies heavily on the SEL developed by the IAB for Equipment Standardization and Interoperability. The 2011 AEL has been modified to facilitate cross-referencing of the SEL in an effort to eliminate redundancy. Both the AEL and SEL are available on the RKB, which also offers an interactive version that provides links to corresponding SEL items and commercial products. In some cases, items on the SEL are not allowable under FY11 HSGP or will not be eligible for purchase unless specific conditions are met. In addition, some items eligible under this grant program are beyond the scope of the SEL and thus will only appear in the AEL.

Planning Costs Allowable

SHSP funds may be used for a range of homeland security planning activities, including the following:

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Costs associated with the implementation and adoption HSPD-8 initiatives
- Costs associated with the implementation and adoption of NIMS
- Costs associated with the modifying existing incident management and emergency operations plans to ensure proper alignment with the NRP coordinating structures, processes, and protocols

• Establishment or enhancement of mutual aid agreements
• Development of communications and interoperability protocols and solutions
• Conducting local, regional, and tribal program implementation meetings
• Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
• Design state and local geospatial data systems
• Development of related critical infrastructure terrorism prevention activities including:

o Planning for enhancing security during heightened alerts, during terrorist incidents, and/or during mitigation and recovery

o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils

o Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPS, and other opportunities for citizen participation

o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites

o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Develop and enhance plans and protocols, including but not limited to:

• Develop or enhance emergency operations plans and operating procedures
• Develop terrorism prevention/deterrence plans
• Develop plans, procedures, and requirements for the management of Infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
• Develop or enhance border security plans
• Develop or enhance cyber security plans
• Develop or enhance cyber risk mitigation plans
• Develop or enhance agriculture/food security risk mitigation, response, and recovery plans
• Develop public/private sector partnership emergency response, assessment, and resource sharing plans
• Develop or update local or regional communications plans
• Development of plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
• Development or enhancement of continuity of operations and continuity of government plans
• Development or enhancement of existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

Develop or conduct assessments, including but not limited to:

• Conduct point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
• Conduct cyber risk and vulnerability assessments

• Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources

• Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs

• Activities which directly support the identification and advance preparation of pre-designated temporary housing sites; for example:

- o Conducting assessments and studies to identify qualified candidate sites
- o Obtaining accurate site surveys and existing utility information
- o Coordinating zoning requirements and necessary permits and/or waivers
- o Coordinating environmental impact requirements related to a selected site
- o Coordinating historic preservation requirements related to a selected site.

Allowable Training Costs

Local jurisdictions may use HSGP funds to enhance the capabilities of state and local emergency preparedness and response personnel through development of a state homeland security training program. Allowable training-related costs under OGT grant programs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at OGT sponsored and OGT approved CBRNE and cyber security training courses.

The target audience for training courses includes emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. The homeland security training program should also include training for citizens in awareness, preparedness, prevention, response skills, and volunteer activities and be coordinated through state and local Citizen Corps Councils.

Local jurisdictions are encouraged to adopt current OGT awareness and performance level courses. In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing OGT train-the-trainer course delivery. Descriptions of OGT courses are in the *OGT Training Course Catalog* at http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf. Programs of instruction for these courses will be made available upon request to assist efforts to institutionalize these training programs at the state and local levels.

OGT will conduct periodic reviews of all state and urban area training funded by OGT. These reviews may include requests for all course materials and physical observation of or participation in the funded training. If these reviews determine that courses are outside the scope of this guidance, grantees will be asked to repay grant funds expended in support of those efforts.

OGT provides the following definitions of key training terms to facilitate a common understanding of the FY11 HSGP guidance:

• OGT Courses: Those courses developed for and or delivered by institutions and organizations funded by OGT.

• Federal Courses Related to CBRNE Terrorism: Those courses developed for and or delivered by institutions funded by federal entities other than OGT that fall within the OGT mission scope to prepare state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons.

• Non-Federal Courses: Those courses developed for and or delivered by institutions or organizations other than federal entities or OGT.

In addition, local jurisdictions shall follow accepted principles of instructional systems design, employing the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model or equivalent methodologies. (The ADDIE process is explained in greater depth in the *OGT Blended Learning Strategy* available on the OGT website at: http://www.ojp.usdoj.gov/odp/blendedlearning.) Local jurisdictions shall apply these methodologies to ensure that complete curriculum exists for training funded by OGT grant. Complete curriculum consists of:

• **Level of Training.** The state or urban area will identify the level(s) of training of the course(s) and materials submitted. Each submission must be identified as Awareness, Performance–Defense (Occupational Safety and Health Administration (OSHA) Operations), Performance–Offensive (OSHA Technician), or Planning/Management (OSHA Incident Command) levels. More detailed descriptions can be found at http://www.ojp.usdoj.gov/odp/training.htm or http://www.osha.gov.

. • **Program of Instruction/Syllabus.** The program of instruction or syllabus is an outline or matrix of the course content. It addresses the scope of the training, course learning objectives, duration of the training (broken-down by module, session, or lesson), resource requirements, instructor to student ratio and an evaluation strategy. These items are not all-inclusive, but are the minimum categories that should be addressed.

• **Training Support Package.** The training support package includes all of the materials associated with the delivery of a training course. The following items should be included:

o **Instructor Guide/Instructor Outline/Instructor Lesson Plans:** The published instructor material that contains course text and special instructor notes that provides the information to deliver the material.

o **Participant Manual/Guide/Workbook**: The published student material that contains the supporting information in booklet or handout form that the participant has available for reference.

o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered.

o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives.

• **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or

lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:

o **Scope Statement:** A brief description of the content of the module, session, or lesson.

o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson.

o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session, or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective.

o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson.

o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25).

o **Reference List**: A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).

o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson.

o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

Conditional Approvals of Non-OGT Courses: In contrast to FY04, no conditional approvals in advance of an independent third-party subject matter expert (SME) review will be granted in FY11 for use of OGT funds to develop or institutionalize non-OGT courses. OGT will require local jurisdictions to adhere to a streamlined course approval process. Please see *Appendix E: Overview of Approval Process for Non-OGT Developed Courses* for more information. Courses will either be approved or disapproved following this review process.

Attending Other Federal Courses Related to CBRNE Terrorism: Local jurisdictions are no longer required to submit requests for personnel to attend certain Federal courses that fall within the OGT mission scope of preparing state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons. In lieu of requesting approval, local jurisdictions will be required to submit information on all federal training they are supporting with OGT funds via the Training section of the OGT website (http://www.ojp.usdoj.gov/odp/training.htm). This information will consist of course title, level of the training, the training provider, the date of the course, the number of individuals to be trained, and the sponsoring jurisdiction. Several broad categories of courses will automatically be included in the list of eligible federal courses:

• All NIMS training approved by the NIMS Integration Center (NIC) is eligible for use of OGT funds.

• All Incident Command System (ICS) training offered through the National Fire Academy and the Emergency Management Institute is eligible for use of OGT funds. This guidance applies to resident training, train-the-trainer, and field delivery of courses.

A list of federal courses that fall within the OGT mission scope is included in *Appendix F: Federal Training Course List.* These courses must build additional capabilities that 1) meet a specific need identified through the homeland security assessment process, and 2) comport with the State or Urban Area Homeland Security Strategy.
Federal funds must be used to supplement—not supplant—existing funds that have been appropriated for the same purpose. Thus, if the state or urban area has already budgeted for personnel to attend courses, OGT funds may only be used to send additional individuals above and beyond those previously budgeted.

Eligibility of Hazardous Materials Courses: Hazardous materials courses, including basic, operations, and technician level courses, are eligible for support through OGT funds only if the course *fully* addresses the hazardous materials sections included in the *OGT Emergency Responder Guidelines* and the *OGT Homeland Security Guidelines for Prevention and Deterrence.* If the hazardous materials course does *not fully* address the hazardous materials sections included in the *OGT Emergency Responder Guidelines* and the *OGT Homeland Security Guidelines for Prevention and Deterrence*, then the course is not considered an allowable use of OGT funds.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

Eligibility of Search and Rescue, Special Weapons and Tactics (SWAT), and Medical Trauma Courses: On September 1, 2004, OGT issued Information Bulletin #132 on the Interagency Security Plan, available at http://www.ojp.usdoj.gov/odp/docs/bulletins.htm. In this bulletin, OGT expanded the allowable use of grant funds to support additional training in the areas of search and rescue, SWAT, and medical trauma provided certain requirements were met. The following sections provide further detail on these initiatives.

• *Eligibility of Search and Rescue Courses:* Local jurisdictions shall conduct search and rescue training in compliance with:

o NFPA 1670, *Standard on Operations and Training for Technical Rescue and Search Incidents*

o NFPA 1006, *Standard for Rescue Technician Professional Qualifications* Only Urban Search and Rescue (USAR) courses approved by FEMA and delivered by FEMA-certified providers are eligible for use of ODP funds. A list of these courses and providers will be maintained by OGT in coordination with FEMA.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

If the basic, foundational USAR course fully addresses the fire service and or hazardous materials sections included in the *OGT Emergency Responder Guidelines* and the *OGT*

Homeland Security Guidelines for Prevention and Deterrence, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational USAR course does **not** fully address these sections included in the *OGT Emergency Responder Guidelines* and the *OGT Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the USAR course to be considered an allowable use of OGT funds.

These USAR courses are intended to build a critical capacity at the state and local levels. The execution of this training in the stated capacity-building context is unrelated to designation of national USAR teams. Therefore, local jurisdictions and UASI jurisdictions may not request such designation based on training.

• *Eligibility of SWAT Courses:* SWAT courses, including basic, foundational courses, are eligible for support through OGT funds, provided that the training meets the following requirements:

o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of SWAT personnel.

o Trainees shall be sworn officers and shall have completed a Basic SWAT school accredited by the appropriate state-level criminal justice organization.

o Training shall be conducted by instructors certified by a state or national level criminal justice organization

o The State or Urban Area shall develop and implement a safety plan excluding service ammunition and weapons from the training site and shall not employ live chemical agents (to include OC) or impact weapons during the training

o If a foundational SWAT course fully addresses the law enforcement sections included in the *OGT Emergency Responder Guidelines* and the *OGT Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational SWAT course does **not** fully address the law enforcement sections included in the *OGT Emergency Responder Guidelines* and the *OGT Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational SWAT course to be considered an allowable use of OGT funds.

• *Eligibility of Medical Trauma Courses:* Medical trauma courses—including basic, foundational courses—are eligible for support through OGT funds, provided that the training meets the following requirements:

o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

o Local jurisdictions shall conduct training in compliance with NFPA 473, *Standard for Competencies for EMS Personnel Responding to Hazardous Materials Incidents.*

o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of EMS providers.

o Local jurisdictions shall coordinate their efforts with the closest MMRS jurisdiction.

o Trainees shall have completed a basic Emergency Medical Technician (EMT) certification per the state or local accreditation requirements. This type of training may not be funded with ODP monies.

o If a foundational medical trauma course fully addresses the emergency medical services sections included in the *OGT Emergency Responder Guidelines* and the *OGT Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational medical trauma course does **not** fully address the emergency medical services sections included in the *OGT Emergency Responder Guidelines* and the *OGT Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational medical trauma course to be considered an allowable use of OGT funds.

Evaluation of OGT Training Courses: The goal of evaluating OGT training courses is to determine how much a participant's knowledge, skills, and abilities change after completion of a course relative to knowledge, skills, and abilities prior to the class. OGT utilizes a self-assessment methodology and collects information via a standardized evaluation form. The form is designed to gather data about the course and participant, including data such as the participant's professional discipline and years of service. Additionally, the evaluation measures the participant's knowledge relative to a set of standardized learning objectives both before and after taking the course.

If a state or local jurisdiction uses OGT funds to provide OGT-approved courses, the state or local jurisdiction must use the standard evaluation form to collect data about the course and its participants. An OGT-approved course is defined as one developed by the state or local jurisdiction and approved by OGT for delivery. If the state or local jurisdiction receives training through its OGT course allocation, the training partner delivering the course is responsible for data collection and entry. Similarly, if the state or local jurisdiction enters into a direct contract with one of the OGT training partners, training partner is still responsible for the data collection and entry function.

However, if the OGT-sponsored course is delivered by a state or local organization, the course provider is responsible for collecting data on the course and its participants. As part of the course approval process, the course developer establishes a set of course objectives directly tied to the course content. The objectives are incorporated into the standardized course evaluation form. Course participants are required to complete all fields and the course instructor are responsible for ensuring that all forms are complete. Course providers are granted access to and enter data into the OGT Secure Portal. Costs related to developing and administering the self-assessment and collecting information via a standardized evaluation form is allowable.

Allowable Exercise Costs:

Exercises conducted with OGT support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III are at OGT's website at http://www.ojp.usdoj.gov/odp/exercises.htm. Volume IV, which contains sample exercise materials and documents, can be found on OGT's Secure Portal at https://odp.esportals.com or http://www.llis.gov.

Exercise Planning Workshop: Local jurisdictions must conduct an annual Exercise Planning Workshop (EPW) to examine the progress and effectiveness of their current exercise strategy and program. A Multiyear Exercise Plan and schedule must be produced from the EPW and submitted through OGT's Secure Portal Exercise Scheduler located at https://odp.esportals.com. Refer to HSEEP Volume III, Chapter 2 for further guidance on EPWs and the Multiyear Exercise Plan and schedule.

Exercise Scenarios: The scenarios used in SHSP, UASI, and LETPP-funded exercises must be terrorism-related and based on the state/urban area's homeland security strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Grantees that need further clarification on scenarios should consult with their ODP Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including twelve terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities (See *HSPD-8: National Preparedness* on page 48). Citizen participation in exercises is encouraged to include back filling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s).

Grantees that wish to expend funds on models, simulations, or games (MS&G) must consult with "Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III," which provides an overview and analysis of existing models, simulations and games. This report is available at http://www.ojp.usdoj.gov/odp/exercises.htm.

Grantees must justify the purchase and use of a given MS&G product/service, by a) documenting the training and/or exercise objective(s), b) documenting how the selected product/service will support those objectives, and c) justification for the chosen product category (potentially referring to Volume III benefits/limitations). The form for justification is found at http://www.ojp.usdoj.gov/odp/exercises.htm.

If a state or urban area will be hosting an upcoming special event (e.g., Super Bowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to DHS/OGT following every TTX, drill, FE, and FSE. AAR/IPs must be provided to OGT within 60 days following completion of each exercise (see HSEEP Volume II, Appendix A). Currently, this AAR/IPs can be submitted through the OGT Secure Portal. However OGT is working with other agencies to develop a national reporting system. ***A state or local jurisdiction that conducts an exercise using SHSP, UASI, and LETPP funds must follow the HSEEP doctrine and protocol contained in Volume II.***

Local jurisdictions are encouraged to develop a self-sustaining State Homeland Security Exercise and Evaluation Program which is modeled after the national HSEEP. This may include, for example: hiring dedicated exercise program staff, awareness seminars on HSEEP, attending exercise training courses, and maintaining a system to track the completion and submission of AARs and Improvement Plans from exercises (including costs associated with meeting with local units of government to define procedures).

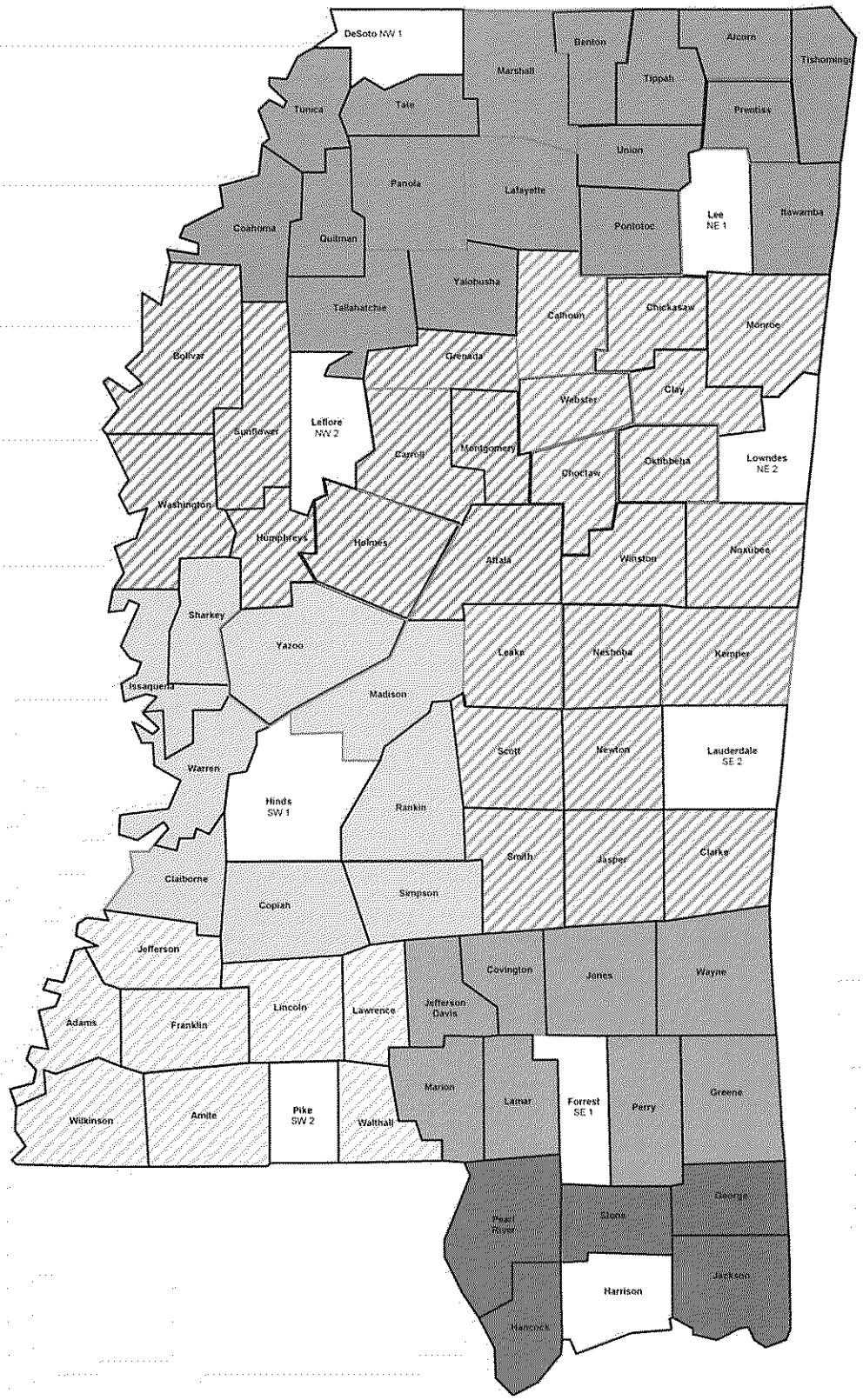
Allowable Management and Administrative Costs:

All programs within HSGP have allowable M&A costs for both the state-level as well as the local unit of government, urban area, or designated sub-grantee.

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than ***5% of the total amount*** allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction subgrantees may retain and use up to ***2.5% of their subaward*** **from the state for local M&A purposes with MOHS approval.** *Note: M&A costs are* ***not allowed*** *for either the state or designated recipients for UASI allocations to nonprofit organizations.*

Unauthorized Program Expenditures:

Unauthorized program expenditures include: 1) Expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M&A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the SHSP; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.



Regional Response Team
Areas of Operation

Designation of Sub-grantee Grant Administrator (SGA) HOMELAND SECURITY PROGRAM

The following person is officially appointed to represent your jurisdiction as the *Sub-grantee* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Sub-grantee.*

Name: _____ Title: _____
(Sub-grantee Grant Administrator)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: ( ) _____ Fax Number: ( ) _____

Cellular Number: ( ) _____ Pager Number: ( ) _____

Email Address: _____

Appointed by: _____ Date: _____
(Print Sub-grantee Official's Name)

Signed: _____ Title: _____
(Signature)

Robert Pickering

ALLOWABLE PROJECTS, GOALS & OBJECTIVES:

PROJECT:
Establish/enhance a terrorism intelligence/early warning system, center, or task force.

GOAL:
Increase jurisdiction participation with multi-level intelligence components/agencies to deter/prevent WMD/Terrorism incidents

Objectives:
Provide Intel gathering and information sharing capabilities to 50% of local jurisdictions within 3 years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

PROJECT:
Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:
Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

Objectives:
Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within 3 years after approval of state strategy.

Improve by 5% the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within 3 years of the approval of the state strategy.

Fiscal Year 2011 Equipment Detail Worksheet and Impact Table

Jurisdiction: _____

Category	**Item**	**Quantity**	**Total Cost**	**Items to Each Discipline (s)**	**Allocation to Each Discipline (s)**
Personal Protective Equipment					
Explosive Device Mitigation and Remediation Equipment					
CBRNE Search & Rescue Equipment					
Interoperable Communication Equipment					
Detection Equipment					
Decontaminatio n Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					

CBRNE Logistical Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies and Limited Types of Pharmaceuticals					
CBRNE Reference Materials					
Agricultural Terrorism Prevention, Response and Mitigation Equipment					
CBRNE Response Watercraft					
CBRNE Aviation Equipment					
Cyber Security Enhancement Equipment					
Intervention Equipment					
Other Authorized Equipment					
Total:			**$**		

List of Suggested Abbreviations

LE - Law Enforcement
EMS - Emergency Medical Services (Fire Based)
EMS - Emergency Medical Services (Non-fire Based)
EMA - Emergency Management
FS - Fire Service
HZ - HAZMAT
PW - Public Works
PH - Public Health
GA - Governmental Administrative
PSC - Public Safety Communications
HC - Health Care
NfP - Not for profit/Non profit
CS - Cyber Security
Ag - Agriculture

Fiscal Year 2011 Planning Budget Detail Worksheet

Jurisdiction: _____

Planning Total: _____

Planning Budget Category	**Item**	**Amount**
Personnel *(Full, Part-time)*		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total		
Overtime/Backfill		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

Fiscal Year 2011 Training Budget Detail Worksheet

Jurisdiction: _____

Training Total: _____

Training Budget Category	**Item**	**Amount**
Personnel *(Full, Part-Time)*		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2011 Exercise Budget Detail Worksheet

Jurisdiction: _____

Exercise Total: _____

Exercise Budget Category	**Item**	**Amount**
Personnel *(Full, Part-Time)*		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2011 Administrative Budget Detail Worksheet

Jurisdiction: _____

Administrative Total: _____

Administrative Budget Category	**Item**	**Amount**
Personnel *(Full, Part-time)*		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD:	**August 23, 2012**	**GRANT NO: 11HS205T**
SUB-GRANTEE:	**CITY OF HATTIESBURG (TASK FORCE FUNDS)**	
PROGRAM NAME:	**Fiscal Year 11 ODP Homeland Security Grant Program**	
GRANT PERIOD:	**08/01/2012 to 07/31/2013**	
AWARD AMOUNT:	**$10,080.00**	

Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

This award document is your authorization to expend jurisdiction funds. Expenditures incurred prior to the execution of this grant award period are not allowable. Reimbursements and advances will only be provided once a month. A signed copy of said agreement must be returned to DPS prior to release of payment. If your jurisdiction has not expended funds prior to the end of the grant period, this office will redistribute these funds accordingly.

Acceptance for the Sub-Grantee:

Johnny P. Dupree 10/16/12

Sub-Grantee Date

J.W. Ledbetter
Director

Date

POST OFFICE BOX 958 · JACKSON, MISSISSIPPI 39205-0958 · TELEPHONE 601-346-1500 · FAX 601-346-1521 · www.homelandsecurity.ms.gov

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to apply for assistance.

2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.

3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.

4. The Applicant is aware of and shall comply with cost-sharing requirements.

5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars A-87 and A-133 as applicable and/or as directed by the DPS Authorized Representative.

6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.

7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.

8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.

9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.

10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.

11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.

12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.

13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.

14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

Johnny P. Powell Jr.

Grant Recipient Representative

10/16/12

Date

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD:	**August 23, 2012**	**GRANT NO: S11HS205T**
SUB-GRANTEE:	**CITY OF HATTIESBURG (REGIONAL RESPONSE FUNDS)**	
PROGRAM NAME:	**Fiscal Year 11 ODP Homeland Security Grant Program**	
GRANT PERIOD:	**08/01/2012 to 07/31/2013**	
AWARD AMOUNT:	**$2,500.00**	

Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

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10/16/12

Sub-Grantee — Date

J.W. Ledbetter
Director — Date

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9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.

10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.

11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.

12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.

13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.

14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

Johnny L Dowell 10/16/12

Grant Recipient Representative

10/16/12

Date

City of Hattiesburg, MS

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

Master

File Number: 2012-1230

File ID:	2012-1230	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/04/2012
Brief Title:	FEMA Annual Re-Certification and Progress Report			**Final Action:**	
				Minute Book Number:	MB 2012-1/372

Title:

Acknowledge receipt of complete Insurance Service Office Form AW-214 and progress report, for the CIty of Hattiesburg's annual re-certification for the FEMA Community Rating System Program due September, 2012 (permanent copy with all exhibits on file in the City Clerk's Office).

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	2012 FEMA CRS Recertification	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Justin Heskew	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1230

Title

Acknowledge receipt of complete Insurance Service Office Form AW-214 and progress report, for the CIty of Hattiesburg's annual re-certification for the FEMA Community Rating System Program due September, 2012 (permanent copy with all exhibits on file in the City Clerk's Office).

Summary

FEMA Annual Re-Certification and Progress Report

Budget Information

Expenditure Type

Purchasing Item

Publication Information

F.E.M.A
C.R.S.
ANNUAL
RECERTIFICATION
(AW-214)

Prepared by:

Justin Heskew, C.R.S. Coordinator

September 27, 2012

OMB No. 1660-0022
Expires: September 30, 2013

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Section 1. Community Data:

If there are any changes or corrections to the information in this section, please line out the old item and write in the correction. Please provide any missing information, if applicable.

Community: Hattiesburg, City of State: MS NFIP Number: 280053

Recertification Date: October 1, 2012

Chief Executive Officer: Mr. Johnny L. DuPree

Title: Mayor

Mailing Address : Post Office Box 1898, Hattiesburg, MS 39401

Telephone: 601-545-4501 FAX: 601-545-4608

E-Mail Address: jdupree@hattiesburgms.com

CRS Coordinator: Justin Heskew, CFM

Title: Historic Preservation Planner

Mailing Address: Post Office Box 1898, Hattiesburg, MS 39401

Street Address (if P. O. Box used in Address 1) 200 Forrest Street

Telephone: (601) 545-4599 FAX: (601) 545-1962

E-Mail Address: JHeskew@hattiesburgms.com

We are maintaining, to the best of my knowledge and belief, in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area shown on our Floor Insurance Rate Map (FIRM).

Section 2. Certification

I hereby certify that this community is continuing to implement the activities noted below and credited under the Community Rating System and described in our original application and subsequent modifications.

Signed: Johnny L. DuPree Date: 10/1/12

OMB No. 1660-0022
Expires: September 30, 2013

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Section 3. Community Activities

Community: City of Hattiesburg, MS **NFIP #: 280053**

Your community has been verified as receiving CRS credit for the following activities. If your community is still implementing these activities the CRS Coordinator needs to put his or her initials in the blank and attach the appropriate items. The numbers refer to the activity number which is found in the CRS Coordinator's Manual.

JSH 310 We are maintaining Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area.

JSH 310 We have issued 127 (insert number) permits for new construction and substantial improvements in the Special Flood Hazard Area in the last year.

JSH 310 Attached are 5 Elevation Certificates for new or substantially improved structures that have been completed in the last year.

JSH 310 We are maintaining Elevation Certificate data in computer format. Attached is a disk with the elevation certificate data obtained since our last submittal. [___] Initial here if there have not been any new buildings or substantial improvements in the floodplain since the last submittal. Do not attach a disk.

JSH 310 We continue to make copies of Elevation Certificates on newer properties available at our present office location. [____] Initial here if your office address has changed in the past year. Please provide new address with this form.

JSH 320 We are providing Flood Insurance Rate Map information and information on the flood insurance purchase requirement to inquirers. [____] Initial here if the office address or the manner in which requests may be submitted has changed in the last year. Please provide the new office address or manner of submittal with this form.

JSH 320 Attached is a copy of the document that told lenders, insurance agents, and real estate offices about this service this year, including informing insurance agents about the availability of elevation certificates. [JSH] Initial here if the information is included in your annual outreach project to the community or is part of your community's outreach projects strategy. Mark the attachment to Activity 330 to show where this service is publicized.

JSH 320 Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.

JSH 320 We are continuing to keep our FIRM updated and maintain old copies of our FIRM.

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Community: City of Hattiesburg, MS **NFIP #: 280053**

JSH 330 Attached is a copy of this year's annual outreach project to the community.

JSH 330 Attached is a copy of the additional outreach project(s) we conducted this year.

JSH 340 People looking to purchase floodprone property are being advised of the flood hazard through our credited hazard disclosure measures.

JSH 350 Our public library continues to maintain flood protection materials.

JSH 350 We continue to conduct an annual review and update of the information and links in our flood protection website.

JSH 360 We continue to provide flood protection assistance to inquirers.

JSH 360 Attached is a copy of the document that told others about this service this year. [JSH] Initial here if the information is included in your annual outreach project to the community or to the flood plain properties, or is a part of our community's outreach projects strategy. Mark the attachment to Activity 330 to show where this service is publicized.

JSH 360 Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.

JSH 410 We continue to use our additional regulatory flood data before a new development can proceed in our floodplain.

JSH 420 We continue to preserve our open space in the floodplain.

JSH 430 We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances for which we are receiving credit. [____] Initial here if you have amended your floodplain regulations. Attach a copy of the amendment.

JSH 430 We continue to keep track of building improvements and repairs. Before a new permit is issued, we check the permit record and count the projects' dollar value cumulatively to determine if a nonconforming building should be brought up to our standards for new construction.

JSH 430 We continue to enforce our current building code. [____] Initial here if you have amended your building code. Attach a copy of the amendment.

JSH 430 We continue to employ those staff credited for attaining their CFM, and those who have attended the credited training courses. [_____] Initial here if your staff has changed and attach a statement as to the staffing changes.

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Community: City of Hattiesburg, MS **NFIP #: 280053**

JSW 440 We continue to use and update our flood data maintenance system on an annual basis as needed.

JSW 440 We continue to maintain our system of Benchmarks. [_____] Initial here if any Benchmarks were found to be missing or inaccurate. Attach a copy of the correct elevation or a description of the missing Benchmark.

JSW 450 We continue to enforce the stormwater management provisions of our zoning, subdivision and building code ordinances for new developments in the watershed. [____] Initial here if you have amended your stormwater management regulations. Attach a copy of the amendment.

JSW 450 We continue to enforce the requirement that all new buildings outside the SFHA must be elevated above the street or otherwise protected from drainage problems.

JSW 450 We continue to enforce the provisions of our zoning, subdivision and building codes as they pertain to erosion and sediment control and water quality.

JSW 502 Attached is a copy of this year's notice on property protection that we sent to our repetitive loss areas.

JSW 502 We currently have 139 repetitive loss properties and send our notice to 411 properties in the repetitive loss areas.

JSW 510 Attached is a copy of our floodplain management plan and/or a copy of the annual progress report on the recommendations of the area analyses.

JSW 510 We have provided copies of this progress report to our governing board, local media, and the state NFIP Coordinating office.

JSW 520 We continue to maintain as open space the lots where buildings were acquired or relocated out of the floodplain. [____] Initial here if there have been any changes (additions or deletions) to the parcels credited as open space. Attach a description of those changes.

JSW 540 We continue to implement our drainage system maintenance program.

JSW 540 Attached is a copy of a typical inspection report and a copy of the record that shows that any needed maintenance was performed.

JSW 540 We continue to enforce our stream dumping regulations.

JSW 540 Attached is a copy of this year's outreach project that explained our stream dumping regulations. [JSW] Initial here if the information is included in your annual outreach project to the community or is part of your community's outreach projects strategy. Mark the attachment

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Community: City of Hattiesburg, MS **NFIP #: 280053**

to Activity 330 to show where your stream dumping regulations are explained. [____] Initial here if you publicize the regulations with "no dumping" signs instead of through an outreach project.

JSH 610 We have maintained and tested our flood threat recognition system.

JSH 610 We tested our warning dissemination equipment and procedures this year.

JSH 610 Attached is a copy of this year's outreach document that told people about the flood warnings and safety measures. [JSH] Initial here if the information is included in your annual outreach project to the community or to flood plain properties, or is a part of your community's outreach projects strategy. Mark the attachment to Activity 330 to show where the flood warnings and safety measures are explained.

JSH 610 We conducted at least one exercise of our flood response plan this year.

JSH 610 We have completed our annual update of the names and telephone numbers of the operators of all critical facilities affected by flooding.

Attachments:

1) Copies of 5 elevation certificates (Activity 310)
2) CD containing copy of elevation certificate database (Activity 310)
3) Flood determination letter (Activity 320)
4) Letter to Realtors, Lenders, and Insurance Agents (Activity 330)
5) "Flood Damage Protection" brochure – (Activity 330)
6) Fliers for annual outreach projects (Activity 330)
7) Floodplain Management Plan (Activity 510)
8) Sample of drainage maintenance logs (Activity 540)

ATTACHMENTS

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1-9.

OMB No. 1660-0008
Expires March 31, 2012

COPY

For Insurance Company Use:
Policy Number
Company NAIC Number

SECTION A - PROPERTY INFORMATION

A1. Building Owner's Name Regions Bank

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
1491 Broadway Drive
City Hattiesburg State MS ZIP Code 39401

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)
Block 10 Pinehurst second survey

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) Non Res

A5. Latitude/Longitude: Lat. N31°18'17" Long. W089°19'14" Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number 1A

A8. For a building with a crawlspace or enclosure(s):
a) Square footage of crawlspace or enclosure(s) none sq ft
b) No. of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade none
c) Total net area of flood openings in A8.b none sq in
d) Engineered flood openings? ☐ Yes ☒ No

A9. For a building with an attached garage:
a) Square footage of attached garage n/a sq ft
b) No. of permanent flood openings in the attached garage within 1.0 foot above adjacent grade n/a
c) Total net area of flood openings in A9.b none sq in
d) Engineered flood openings? ☐ Yes ☒ No

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State
City of Hattiesburg, 280053	Forrest	MS

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)
28035C0112D	D	March 02, 2010	March 02, 2010	AE	200

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9.
☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other (Describe) ____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other (Describe) ____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date ____ ☐ CBRS ☐ OPA

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. Use the same datum as the BFE.
Benchmark Utilized BV0657 Vertical Datum NAVD 88
Conversion/Comments See comments in Section D

Check the measurement used.

a)	Top of bottom floor (including basement, crawlspace, or enclosure floor)	202.83	☒ feet	☐ meters (Puerto Rico only)
b)	Top of the next higher floor	NONE	☐ feet	☐ meters (Puerto Rico only)
c)	Bottom of the lowest horizontal structural member (V Zones only)	N/A	☐ feet	☐ meters (Puerto Rico only)
d)	Attached garage (top of slab)	NONE	☐ feet	☐ meters (Puerto Rico only)
e)	Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	202.73	☒ feet	☐ meters (Puerto Rico only)
f)	Lowest adjacent (finished) grade next to building (LAG)	202..28	☒ feet	☐ meters (Puerto Rico only)
g)	Highest adjacent (finished) grade next to building (HAG)	202.67	☒ feet	☐ meters (Puerto Rico only)
h)	Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	N/A	☐ feet	☐ meters (Puerto Rico only)

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.* ☒

Check here if comments are provided on back of form. Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☒ No

JED A. SELLERS LICENSED PROFESSIONAL SURVEYOR PS-3039 STATE OF MISSISSIPPI
PLACE SEAL HERE

Certifier's Name Jed A. Sellers License Number PLS-3039

Title Project Manager Company Name Ford Engineering Services, PLLC

Address 2010 Oak Grove Road City Hattiesburg State MS ZIP Code 39402

Signature Date 08-28-2012 Telephone 601-264-6333

See reverse side for continuation.

IMPORTANT: In these spaces, copy the corresponding information from Section A.

For Insurance Company Use:
Policy Number
Company NAIC Number

COPY

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
1491 Broadway Drive

City HattiesburgState MS ZIP Code 39401

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments All elevations in Section C represent a surveyed elevation based on NAVD 88 that is tied to NGS monument BV0657. The on-site Datum is 0.19 feet above the NAVD 88 Datum(per field survey). Therefore, the elevations shown in section C do not represent the plan grades.

C2e consist/of the LAG of HVAC equipment.

Signature Date 08-28-2012

☒ Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1-E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1-E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____._____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____._____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6-9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8-9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____._____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is _____._____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____._____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge.*

Property Owner's or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8 and G9.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____._____ ☐ feet ☐ meters (PR) Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____._____ ☐ feet ☐ meters (PR) Datum _____

G10. Community's design flood elevation _____._____ ☐ feet ☐ meters (PR) Datum _____

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

☐ Check here if attachments

COPY

Building Photographs

See Instructions for Item A6.

	For Insurance Company Use:
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1491 Broadway Drive	Policy Number
City Hattiesburg State MS ZIP Code 39401	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least two building photographs below according to the instructions for Item A6. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." If submitting more photographs than will fit on this page, use the Continuation Page, following.

Rear view looking Southeast

Building Photographs

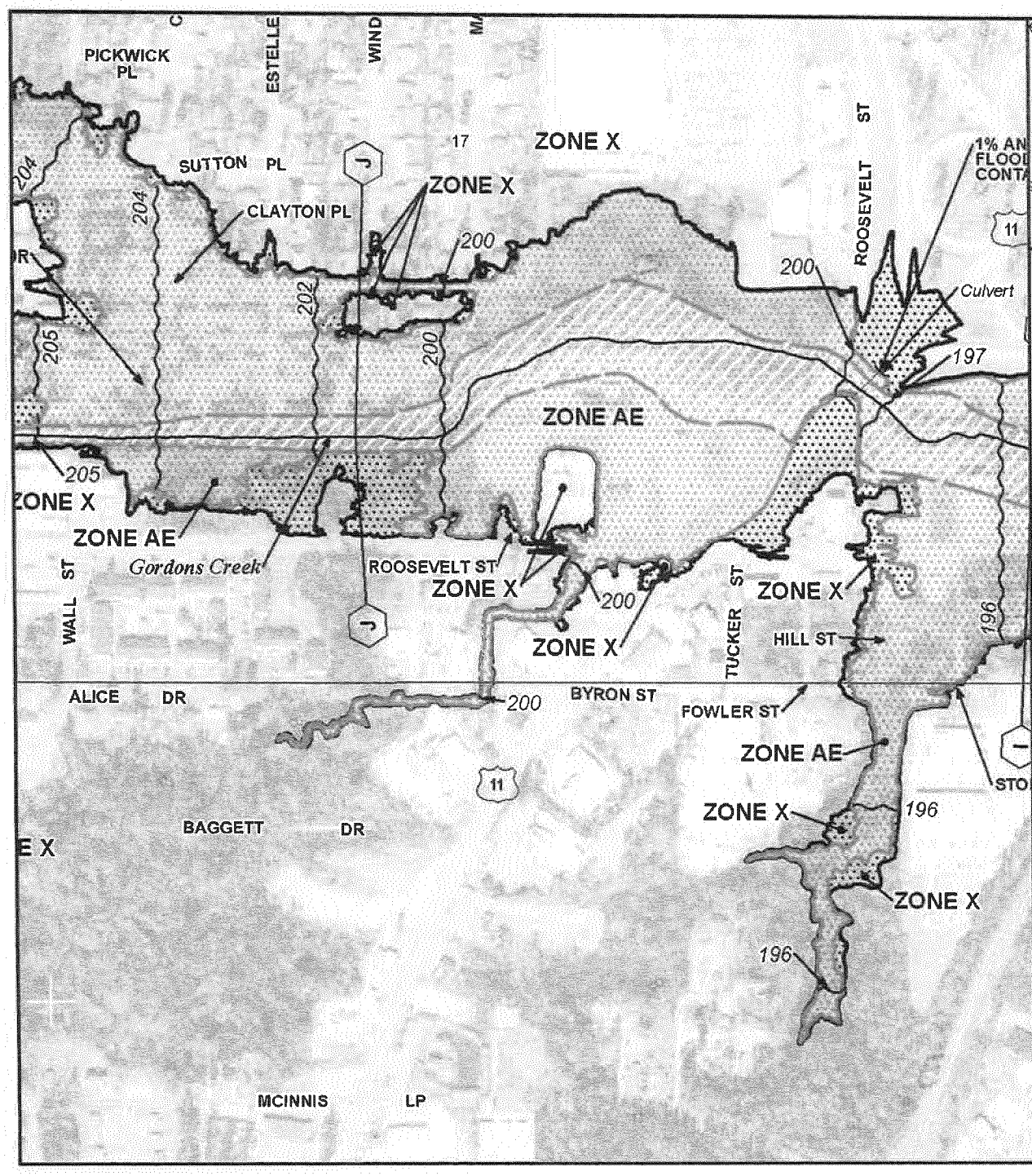
Continuation Page

COPY

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 491 Broadway Drive	For Insurance Company Use: Policy Number
City Hattiesburg State MS ZIP Code 39401	Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View."

Front View Looking West



e Program at 1-800-638-6620.

MAP SCALE 1" = 500'

0 250 500 750 1,000 FEET

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0112D

FIRM

FLOOD INSURANCE RATE MAP

FORREST COUNTY, MISSISSIPPI

AND INCORPORATED AREAS

PANEL 112 OF 300

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS

COMMUNITY	NUMBER	PANEL	SUFFIX
HATTIESBURG, CITY OF	280053	0112	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
28035C0112D

MAP REVISED
MARCH 2, 2010

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

COPY

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expires March 31, 2012

Important: Read the instructions on pages 1-9.

SECTION A - PROPERTY INFORMATION

For Insurance Company Use:
Policy Number
Company NAIC Number

A1. Building Owner's Name SBA Towers III, LLC

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
TBD Glendale Road
City Hattiesburg State MS ZIP Code 39402

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)
Tax Parcel Number 2-0290-04-011.00

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) Non-Residential (Equipment Platform)
A5. Latitude/Longitude: Lat. 30D20'42.109" Long. 89D18'26.207" Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.
A7. Building Diagram Number 6
A8. For a building with a crawlspace or enclosure(s):
a) Square footage of crawlspace or enclosure(s) 3600 sq ft
b) No. of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade N/A
c) Total net area of flood openings in A8.b N/A sq in
d) Engineered flood openings? ☐ Yes ☒ No

A9. For a building with an attached garage:
a) Square footage of attached garage N/A sq ft
b) No. of permanent flood openings in the attached garage within 1.0 foot above adjacent grade N/A
c) Total net area of flood openings in A9.b N/A sq in
d) Engineered flood openings? ☐ Yes ☒ No

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State
City of Hattiesburg 280053	Forrest	MS

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/Revised Date	B8. Flood Zone(s)	B9 Base Flood Elevation(s) (Zone AO, use base flood depth)
28035C0108	D	3/2/2010	3/2/2010	AE	155'

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9.
☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other (Describe) _____
B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other (Describe) _____
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☐ No
Designation Date N/A ☐ CBRS ☐ OPA

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.
C2. Elevations – Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. Use the same datum as the BFE.
Benchmark Utilized GPS Vertical Datum NAVD88
Conversion/Comments Elev derived from GPS observation with corrections from the Earl Dudley INET RTK network

			Check the measurement used.
a)	Top of bottom floor (including basement, crawlspace, or enclosure floor)	156.13	☒ feet ☐ meters (Puerto Rico only)
b)	Top of the next higher floor	N/A	☐ feet ☐ meters (Puerto Rico only)
c)	Bottom of the lowest horizontal structural member (V Zones only)	N/A	☐ feet ☐ meters (Puerto Rico only)
d)	Attached garage (top of slab)	N/A	☐ feet ☐ meters (Puerto Rico only)
e)	Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	156.13	☒ feet ☐ meters (Puerto Rico only)
f)	Lowest adjacent (finished) grade next to building (LAG)	148.18	☒ feet ☐ meters (Puerto Rico only)
g)	Highest adjacent (finished) grade next to building (HAG)	148.18	☒ feet ☐ meters (Puerto Rico only)
h)	Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	149.08	☒ feet ☐ meters (Puerto Rico only)

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.* ☐
Check here if comments are provided on back of form. Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No

Certifier's Name William C. Kelley License Number 2882
Title Surveyor Company Name Neel-Schaffer, Inc
Address 1022 Highland Cliny Pkwy-Ste 202 City Ridgeland State MS ZIP Code 39157
Signature William C. Kelley Date 2-24-12 Telephone 601-898-3358

WILLIAM C. KELLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR
PLS 2882
MISSISSIPPI

IMPORTANT: In these spaces, copy the corresponding information from Section A.	For Insurance Company Use:
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. TBD Glendale Road	Policy Number
City HattiesburgState MS ZIP Code 39402	Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments A8a) 60' X 60' fence tower compound. C2a) top of equipment platform. C2e) bottom of lowest equipment cabinet. C2H) bottom of platform stairs.

Signature William C Talley Date 2.24.2012

☐ Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1-E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1-E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____._____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____._____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6-9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8-9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____._____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is _____._____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____._____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge.*

Property Owner's or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8 and G9.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____._____ ☐ feet ☐ meters (PR) Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____._____ ☐ feet ☐ meters (PR) Datum _____

G10. Community's design flood elevation _____._____ ☐ feet ☐ meters (PR) Datum _____

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

☐ Check here if attachments

Building Photographs

See Instructions for Item A6.

	For Insurance Company Use:
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. TBD Glendale Road	Policy Number
City Hattiesburg State MS ZIP Code 39402	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least two building photographs below according to the instructions for Item A6. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." If submitting more photographs than will fit on this page, use the Continuation Page, following.

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expires March 31, 2012

Important: Read the instructions on pages 1-9.

SECTION A - PROPERTY INFORMATION

For Insurance Company Use:
Policy Number
Company NAIC Number

A1. Building Owner's Name HATTIESBURG AREA HABITAT FOR HUMANITY

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
13 GRACE COURT
City HATTIESBURG State MS ZIP Code 39401

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)
LOT 5, CELESTE PLACE SUBDIVISION, PPIN 43862, TAX PARCEL 2-038I-22-071.06

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) RESIDENTIAL
A5. Latitude/Longitude: Lat. 31°17'57.6" W Long. 89°17'11.0" N Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.
A7. Building Diagram Number 1B

A8. For a building with a crawlspace or enclosure(s):
a) Square footage of crawlspace or enclosure(s) N/A sq ft
b) No. of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade N/A
c) Total net area of flood openings in A8.b N/A sq in
d) Engineered flood openings? ☐ Yes ☐ No

A9. For a building with an attached garage:
a) Square footage of attached garage N/A sq ft
b) No. of permanent flood openings in the attached garage within 1.0 foot above adjacent grade N/A
c) Total net area of flood openings in A9.b N/A sq in
d) Engineered flood openings? ☐ Yes ☐ No

COPY

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State
CITY OF HATTIESBURG 280053	FORREST	MS

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)
28035C0116	D	03/02/2010	03/02/2010	X	N/A

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9.
☐ FIS Profile ☐ FIRM ☐ Community Determined ☐ Other (Describe) N/A

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other (Describe) _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☐ No
Designation Date N/A ☐ CBRS ☐ OPA

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. Use the same datum as the BFE.
Benchmark Utilized GPS Vertical Datum NAVD 1988
Conversion/Comments N/A

Check the measurement used.

a)	Top of bottom floor (including basement, crawlspace, or enclosure floor)	166.7	☒ feet ☐ meters (Puerto Rico only)
b)	Top of the next higher floor	N/A.	☐ feet ☐ meters (Puerto Rico only)
c)	Bottom of the lowest horizontal structural member (V Zones only)	N/A.	☐ feet ☐ meters (Puerto Rico only)
d)	Attached garage (top of slab)	N/A.	☐ feet ☐ meters (Puerto Rico only)
e)	Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	164.3	☒ feet ☐ meters (Puerto Rico only)
f)	Lowest adjacent (finished) grade next to building (LAG)	162.9	☒ feet ☐ meters (Puerto Rico only)
g)	Highest adjacent (finished) grade next to building (HAG)	164.2	☒ feet ☐ meters (Puerto Rico only)
h)	Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	163.9	☒ feet ☐ meters (Puerto Rico only)

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.* ☒

Check here if comments are provided on back of form. Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No

Certifier's Name NICHOLAS CONNOLLY License Number PE 12791 / LS 2973

Title PROFESSIONAL SURVEYOR Company Name SHOWS, DEARMAN & WAITS, INC.

Address PO BOX 1711 City HATTIESBURG State MS ZIP Code 39401

Signature Date ~~4/10/2012~~ 4/10/2012 Telephone 601-544-1821

NICHOLAS M. CONNOLLY
REGISTERED PROFESSIONAL
SEAL
ENGINEER AND
P.E. 12791
L. S. 2973
LAND SURVEYOR
STATE OF MISSISSIPPI

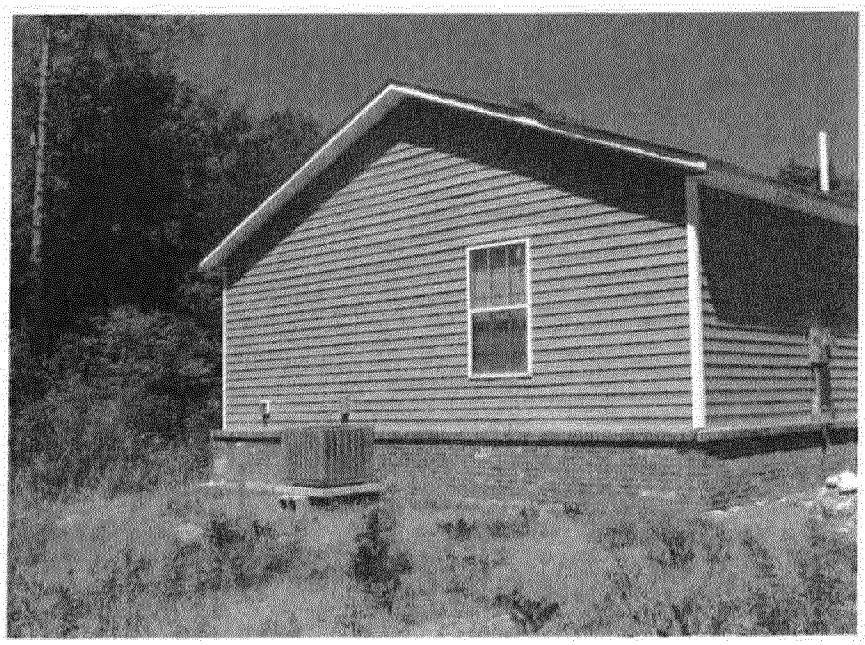
Building Photographs

See Instructions for Item A6.

	For Insurance Company Use:
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 13 GRACE COURT	Policy Number
City HATTIESBURG State MS ZIP Code 39401	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least two building photographs below according to the instructions for Item A6. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." If submitting more photographs than will fit on this page, use the Continuation Page, following.

FRONT OF HOUSE 4-6-2012



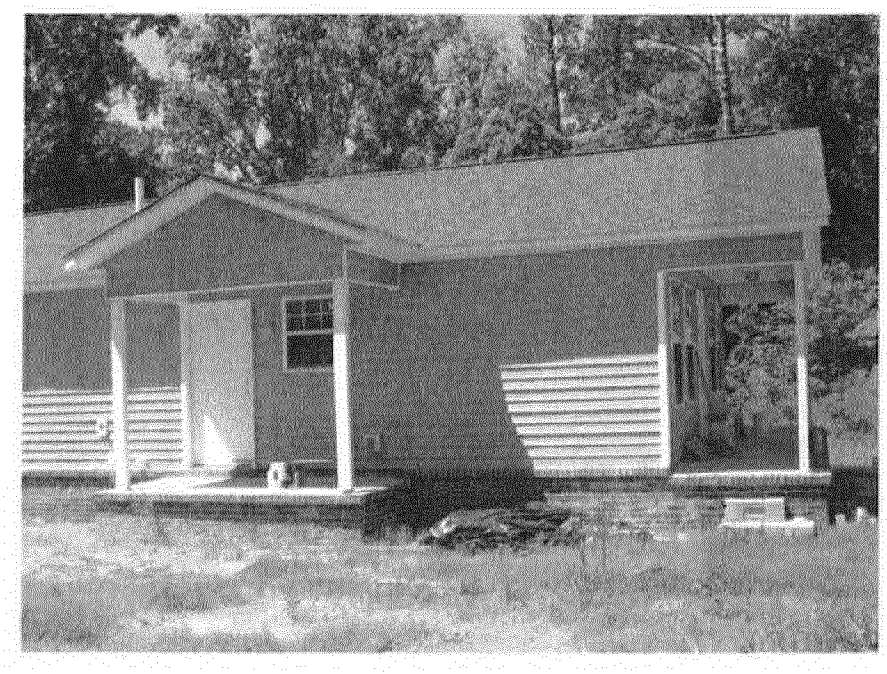
REAR OF HOUSE 4-6-2012

Building Photographs

Continuation Page

	For Insurance Company Use:
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 13 GRACE COURT	Policy Number
City HATTIESBURG State MS ZIP Code 39401	Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View."



LEFT SIDE OF HOUSE 4-6-2012

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1-9.

OMB No. 1660-0008
Expires March 31, 2012

COPY

SECTION A - PROPERTY INFORMATION

For Insurance Company Use:
Policy Number
Company NAIC Number

A1. Building Owner's Name CITY OF HATTIESBURG

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
1230 JAMES STREET
City HATTIESBURG State MS ZIP Code 39401

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)
PPIN # 026806 TAX PARCEL 2-037E-14-021.00

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) SAFE HOUSE FOR PUBLIC WORKS OFFICE
A5. Latitude/Longitude: Lat. 31DEG18'39" Long. -89DEG16'44" Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.
A7. Building Diagram Number 1B
A8. For a building with a crawlspace or enclosure(s):
a) Square footage of crawlspace or enclosure(s) NA sq ft
b) No. of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade 0
c) Total net area of flood openings in A8.b NA sq in
d) Engineered flood openings? ☐ Yes ☒ No

A9. For a building with an attached garage:
a) Square footage of attached garage NA sq ft
b) No. of permanent flood openings in the attached garage within 1.0 foot above adjacent grade NA
c) Total net area of flood openings in A9.b NA sq in
d) Engineered flood openings? ☐ Yes ☒ No

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State
HATTIESBURG, CITY OF 280053	FORREST	MS

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)
28035C0117	D	3-2-2010	3-2-2010	X	146.00 - 500 YEAR BFE

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9.
☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other (Describe) _____
B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other (Describe) _____
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date NA ☐ CBRS ☐ OPA

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.
C2. Elevations – Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. Use the same datum as the BFE.
Benchmark Utilized USGS Vertical Datum MSL
Conversion/Comments NA

Check the measurement used.

a)	Top of bottom floor (including basement, crawlspace, or enclosure floor)	148.21	☒ feet ☐ meters (Puerto Rico only)
b)	Top of the next higher floor	NA.	☐ feet ☐ meters (Puerto Rico only)
c)	Bottom of the lowest horizontal structural member (V Zones only)	NA.	☐ feet ☐ meters (Puerto Rico only)
d)	Attached garage (top of slab)	NA.	☐ feet ☐ meters (Puerto Rico only)
e)	Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	NA.	☐ feet ☐ meters (Puerto Rico only)
f)	Lowest adjacent (finished) grade next to building (LAG)	147.42	☒ feet ☐ meters (Puerto Rico only)
g)	Highest adjacent (finished) grade next to building (HAG)	NA.	☐ feet ☐ meters (Puerto Rico only)
h)	Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	NA.	☐ feet ☐ meters (Puerto Rico only)

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.* ☒
Check here if comments are provided on back of form. Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No

Certifier's Name BENNIE J. SELLERS License Number 2631
Title PROJECT ENGINEER Company Name SHOWS, DEARMAN AND WAITS
Address 301 2ND AVENUE City HATTIESBURG State MS ZIP Code 39401
Signature Date 10-3-2011 Telephone (601) 544-1821

BENNIE J. SELLERS REGISTERED No. 2293 LICENSED LAND SURVEYOR STATE OF MISSISSIPPI
10/03/11

IMPORTANT: In these spaces, copy the corresponding information from Section A.	For Insurance Company Use:
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1230 JAMES STREET	Policy Number
City HATTIESBURG State MS ZIP Code 39401	Company NAIC Number

COPY

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments BASE FLOOD ELEVATION DID NOT CHANGE ON NEW MAPS AS PER COMMUNITY NUMBER 280053, PANEL 0117, SUFFIX D, MAP NUMBER 28035C0117D DATED AS MAP REVISED.

Signature Date 10-3-2011

☐ Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1-E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1-E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____._____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____._____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6-9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8-9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____._____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is _____._____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____._____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge.*

Property Owner's or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8 and G9.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____._____ ☐ feet ☐ meters (PR) Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____._____ ☐ feet ☐ meters (PR) Datum _____

G10. Community's design flood elevation _____._____ ☐ feet ☐ meters (PR) Datum _____

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1-9.

OMB No. 1660-0008
Expires March 31, 2012

SECTION A - PROPERTY INFORMATION

For Insurance Company Use:
Policy Number
Company NAIC Number

A1. Building Owner's Name American Air Specialist of MS

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
10 Medical Center blvd. Bedford Care Center
City Hattiesburg State MS ZIP Code 39401

COPY

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)
Property is Located in Section 8, Township 4 North, Range 13 West of Forrest County , Mississippi. PPIN #: 17829

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) Non-Residential

A5. Latitude/Longitude: Lat. 31.318567 Long. -89.334721 Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number N/A

A8. For a building with a crawlspace or enclosure(s):
a) Square footage of crawlspace or enclosure(s) N/A sq ft
b) No. of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade N/A
c) Total net area of flood openings in A8.b N/A sq in
d) Engineered flood openings? ☐ Yes ☒ No

A9. For a building with an attached garage:
a) Square footage of attached garage N/A sq ft
b) No. of permanent flood openings in the attached garage within 1.0 foot above adjacent grade N/A
c) Total net area of flood openings in A9.b N/A sq in
d) Engineered flood openings? ☐ Yes ☒ No

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State
City of Hattiesburg	Forrest	MS

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)
280053C104	D	3-02-2010	3-02-2010	AE	191.7'

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9.
☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other (Describe) _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other (Describe) _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date _____ ☐ CBRS ☐ OPA

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. Use the same datum as the BFE.
Benchmark Utilized BV1044 Vertical Datum NAVD88
Conversion/Comments _____

			Check the measurement used.
a)	Top of bottom floor (including basement, crawlspace, or enclosure floor)	192.80	☒ feet ☐ meters (Puerto Rico only)
b)	Top of the next higher floor	N.A	☐ feet ☐ meters (Puerto Rico only)
c)	Bottom of the lowest horizontal structural member (V Zones only)	N.A	☐ feet ☐ meters (Puerto Rico only)
d)	Attached garage (top of slab)	N.A	☐ feet ☐ meters (Puerto Rico only)
e)	Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	N.A	☐ feet ☐ meters (Puerto Rico only)
f)	Lowest adjacent (finished) grade next to building (LAG)	N.A	☐ feet ☐ meters (Puerto Rico only)
g)	Highest adjacent (finished) grade next to building (HAG)	N.A	☐ feet ☐ meters (Puerto Rico only)
h)	Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	N.A	☐ feet ☐ meters (Puerto Rico only)

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

☐ Check here if comments are provided on back of form.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No

Certifier's Name John C. Anglin License Number PLS-02865

Title Vice President Company Name Clearpoint Engineers

Address 6652 Hwy 98 City Hatteisburg State MS ZIP Code 39402

Signature Date 3-27-2012 Telephone 601-261-2609

JOHN C. ANGLIN
REGISTERED PROFESSIONAL
LAND SURVEYOR
JCA
PLS-02865
3-27-12
STATE OF MISSISSIPPI

IMPORTANT: In these spaces, copy the corresponding information from Section A.	For Insurance Company Use:
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 10 Medical Center Blvd. - Bedford Care Center	Policy Number
City Hattiesburg State MS ZIP Code 39401	Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments FFE of generator slab is a minimum of 1 foot above the BFE as per City of Hattiesburg

Signature Date 3-27-2012

☐ Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1-E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1-E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____.____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____.____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6-9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8-9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____.____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is _____.____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____.____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge.*

Property Owner's or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8 and G9.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____.____ ☐ feet ☐ meters (PR) Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____.____ ☐ feet ☐ meters (PR) Datum _____

G10. Community's design flood elevation _____.____ ☐ feet ☐ meters (PR) Datum _____

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

☐ Check here if attachments

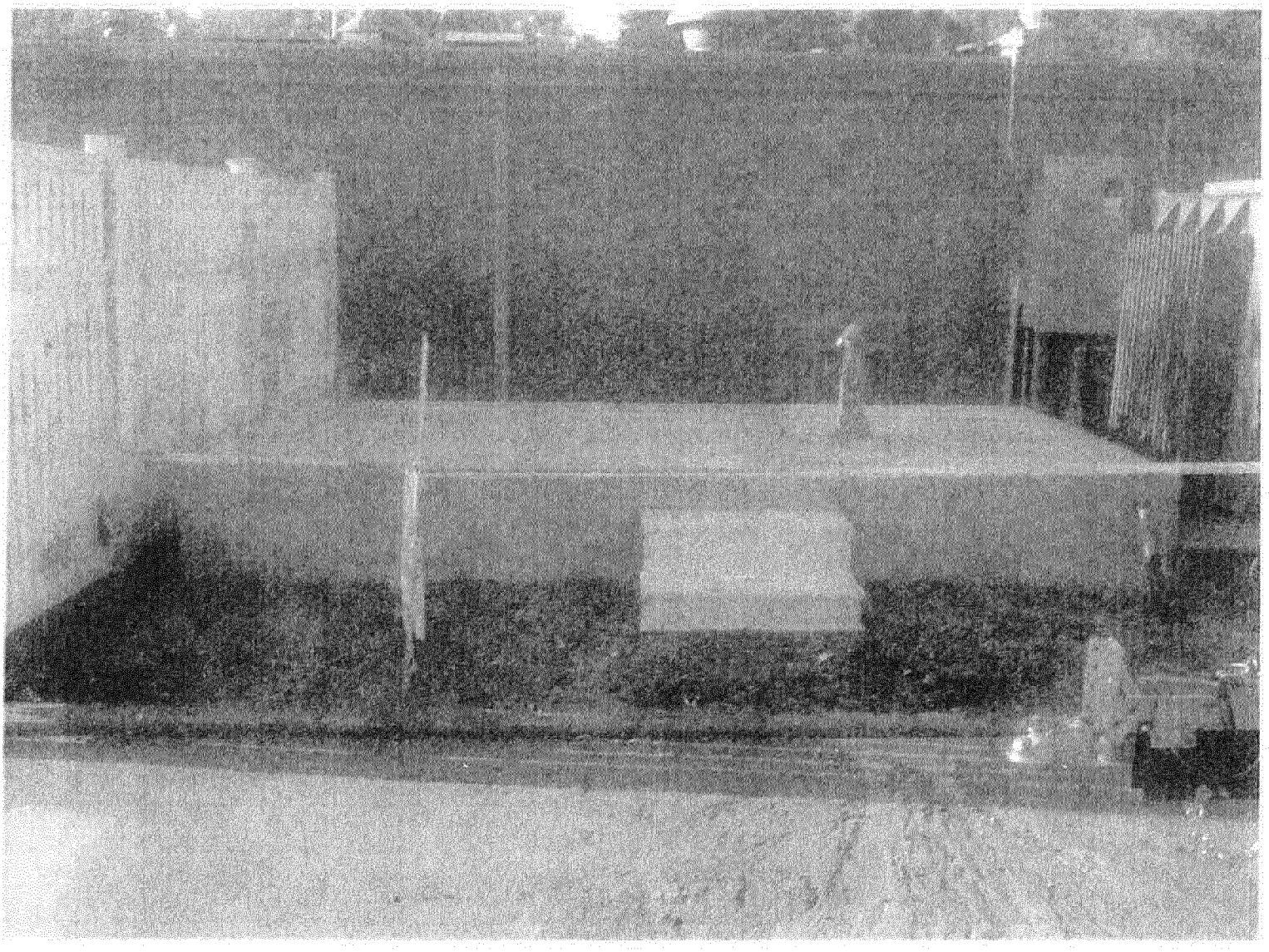
Building Photographs

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 10 Medical Center Blvd. - Bedford Care Center	For Insurance Company Use: Policy Number
City Hattiesburg State Ms ZIP Code 39401	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least two building photographs below according to the instructions for Item A6. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." If submitting more photographs than will fit on this page, use the Continuation Page on the reverse.

Front View 3-27-2012



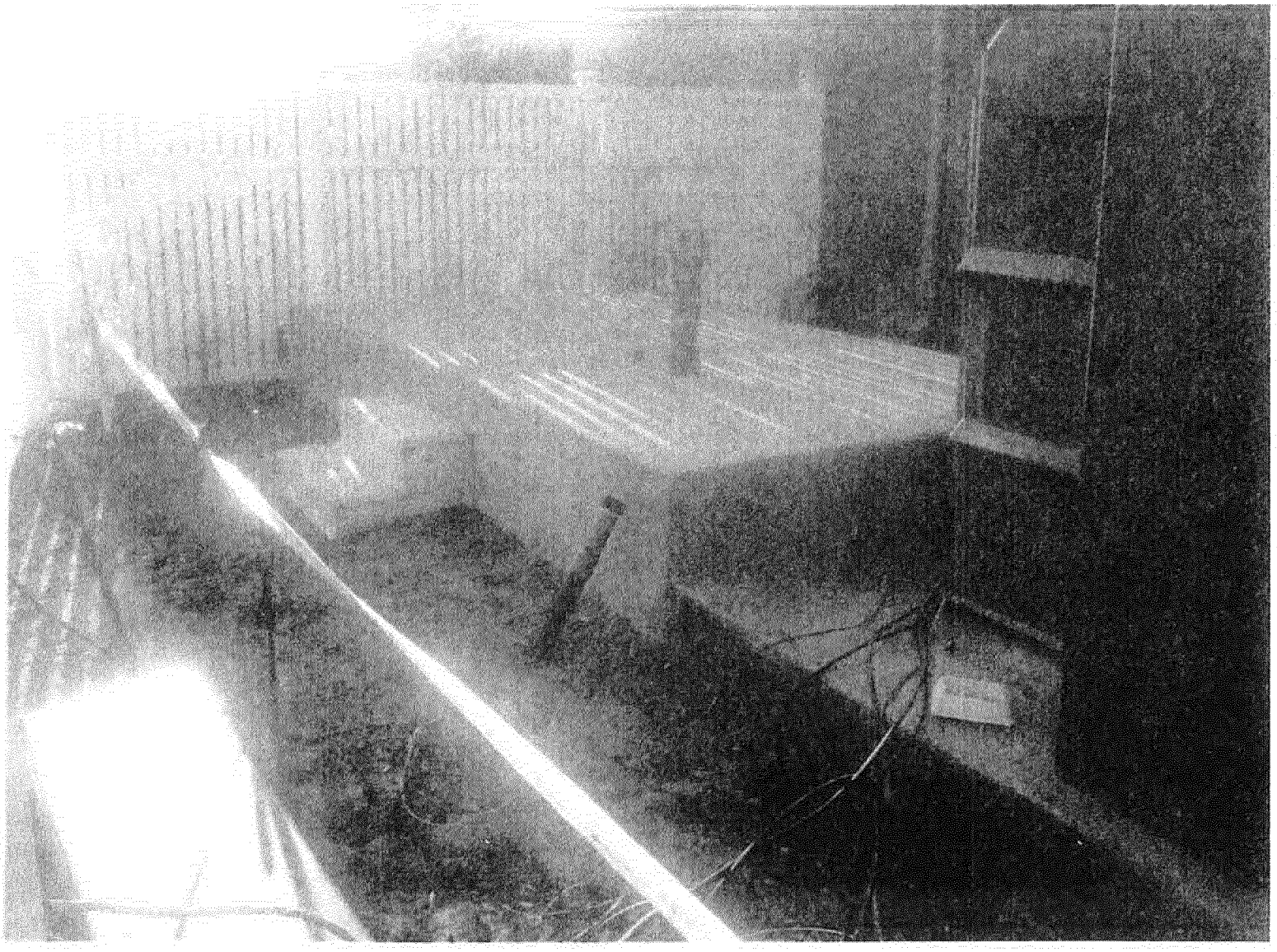
Building Photographs

Continuation Page

	For Insurance Company Use:
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 10 Medical Center Blvd. - Bedford Care Center	Policy Number
City Hattiesburg State MS ZIP Code 39401	Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View."

Side View 3-27-2012



Department of Urban Development

Pattie Brantley, AICP, Director

RE: Flood Insurance Rate Map (FIRM) Information
TO WHOM IT MAY CONCERN:

The property located at: 5 Old Augusta Lane also known as PPIN Number 27066 [or legal description if needed] has been located on our Flood Insurance Rate Map (FIRM). The following information is provided:

Hattiesburg's Community NFIP number is 280053

The properties are located in that portion of the City in Forrest County X or Lamar County _____

The properties are located on panel number: 103 of 300 on Map Number: 28035C0103D

The date of the FIRM index: 03/02/10

The properties are located in FIRM zone: X (Non-SFHA)

The main building on the property:

_____ is located within a Special Flood Hazard Area (100 year area, known as an "A" or "AE" Zone). The base flood elevation at the property is _____NGVD. Federal law requires that a flood insurance policy be obtained as a condition of a federally backed mortgage or loan that is secured by a building located in a Special Flood Hazard Area. It is up to the lender to determine whether flood insurance is required for this property. Flood insurance is available in Hattiesburg; ask your insurance agent or company about the National Flood Insurance Program. YOUR HOMEOWNER'S INSURANCE DOES NOT COVER FLOODING. More information on flood insurance is attached.

X is not located in a Special Flood Hazard Area. However, the property may still be subject to local drainage problems or other unmapped flood hazard. Flood insurance is available and may be obtained at non-floodplain rates. Ask your insurance agent or company about the National Flood Insurance Program. YOUR HOMEOWNER'S INSURANCE DOES NOT COVER FLOODING. A flood insurance policy may be required by a lender.

_____ A determination of the building's exact location cannot be made on the FIRM. A copy of the FIRM is attached for your information.

NOTE: This information is based on the FIRM for this community. This letter does not imply that the referenced property will or will not be free from flooding or damage. A property not in a Special Flood Hazard Area may be damaged by a flood greater than that predicted on the FIRM or from a local drainage problem not shown on the map. This letter does not create liability on the part of the City, or any officer or employee thereof for any damage that results from reliance on this information.

Information Requested By: Gregory Ketchings – Coldwell Banker Phone Number: (601) 447-2186

Mailing Address: 6184 U.S. Highway 98 West, Hattiesburg, MS 39402

THIS INFORMATION PROVIDED BY: Justin Heskew, CFM, Historic Preservation Planner Date: 7-9-12

Activity 320

Department of Urban Development

Patricia Brantley, AICP, Director

August 13, 2012

PUBLIC INFORMATION SERVICE
FLOOD INSURANCE RATE MAP DETERMINATIONS

Dear Realtors, Lenders and Insurance Agents:

As a public service, the City of Hattiesburg provides information regarding whether property within the City of Hattiesburg is located in a Special Flood Hazard Area, as well as other information found on the Flood Insurance Rate Map (FIRM), such as:

1. The Community number,
2. The panel number and suffix,
3. The date of the FIRM's index (cover panel),
4. The FIRM zone, e.g., A, X, AE, etc.
5. Whether the property is in a Special Flood Hazard Area,
6. The base flood elevation (the depth in A0 zones) where shown on the FIRM, and
7. The elevation datum used on the FIRM, if other than NGVD.

If you would like to request information from the FIRM maps, please contact Justin Heskew, CFM, Historic Preservation Planner, in the City of Hattiesburg Planning Division at (601) 545-4594.

Inquiries can also be made by visiting the Planning Division offices, located on the second floor of City Hall, at 200 Forrest Street. Office hours are from 8:00 A.M. until 5:00 P.M., Monday through Friday.

Please have available as much of the information regarding the property as possible, such as: (1) Street address; (2) Parcel Number and/or P.P.I.N. Number; (3) Owner's Name; (4) Subdivision, block, and lot number.

When submitted, the City maintains a database of Flood Elevation Certificates. We would appreciate receiving copies of any certificates you have or will obtain during the selling, insuring or financing of a property.

(Please copy and pass this letter to all your agents and branch offices.)

Activity 330

FLOODPLAIN DEVELOPMENT

To help limit the severity of floods and resulting damages, a Building Permit must first be obtained any time development is to take place within Hattiesburg. The proposed work is checked for compliance with the City's Flood Damage Prevention Ordinance. This ordinance is designed to reduce property loss during a flood event, therefore, development within the flood-plain is closely controlled. "Development" means "any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures (including fences), mining, dredging, tilling, grading, paving (including driveways), excavating, drilling operations, or permanent storage of materials." You should always check with the Floodplain Manager/CRS Coordinator at the number provided, as well as obtain applicable permits, before carrying out any of these types of work, or if you suspect work is being done that has not been permitted by the City.

SUBSTANTIAL IMPROVEMENT REGULATIONS

The City of Hattiesburg has flood damage prevention regulations that may affect how you remodel, renovate, or add-on to your building. If your home is within a Special Flood Hazard Area, then the "cumulative substantial improvement" rule may apply. "Cumulative substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement to a structure totaling 50% of the fair market value of the structure during a 5-year period. Should the amount of work reach, or exceed 50%, then the entire structure must be brought into compliance with Hattiesburg's flood damage prevention regulations. Substantially damaged structures, due to fire or any other reason, must be brought up to the same standards if the cost of repairs equals or exceeds 50% of the structure's value before it was damaged and must be elevated above the base flood elevation.

DRAINAGE SYSTEM MAINTENANCE AND PROHIBITING STREAM DUMPING

The City assumes responsibility for drainage ways on City property (such as through a City park or under a City street). Individual property owners are responsible for maintaining the drainage systems on their property, as well as the free flow of water within the Special Flood Hazard Area. They should not erect solid fences near drainage ditches that would prohibit water flow, and they should regularly check for, and remove, accumulated debris or man-made obstructions. Improper maintenance should be reported to the **City Action Line at: 545-4500**. It is unlawful for any person to throw, deposit, empty, drain or run into any creek or tributary, their margins, slopes or banks, any garbage, rubbish, refuse of any kind. It is also unlawful for any person to build any structure (including fences or walking bridges) over any creek, tributary, or any part thereof without first obtaining a permit. This ensures that the structure in no way obstructs the flow of water in the creek or causes an accumulation of debris, logs, trees, trash or any other matter in the creek or its tributaries.

Activity 330

Activity 330

CITY OF HATTIESBURG
P.O. Box 1898
Hattiesburg, MS 39403-1898

TO: Property Owners and/or Residents of Hattiesburg

FLOOD DAMAGE: PREVENTION AND REDUCTION

FROM:

City of Hattiesburg
Department of Urban Development
P. O. Box 1898
Hattiesburg, MS 39403

For More Information

Department of Urban Development
Phone: **(601) 545-4599 or 545-4594**

www.hattiesburgms.com

GENERAL INFORMATION

This brochure is mailed annually to provide flood safety information, and requirements for development within designated flood areas, to all property owners and residents of the City of Hattiesburg. The current flood maps for the City of Hattiesburg became effective on March 2, 2010, and reflect the most accurate data available. If you are unsure of the status of your property, please contact the City of Hattiesburg Planning Division at the number provided on this brochure. Floodplain maps, reference materials, elevation certificate records, and other floodplain information are available in the Planning and Land Code Departments located at City Hall, as well as the City of Hattiesburg website. Additional reference materials are also available at the Hattiesburg Public Library and the U.S.M. Cook Memorial Library.

Activity 330

FLOOD INSURANCE

The City of Hattiesburg has enacted and enforces ordinances designed to minimize the severity of future flood damages. By doing so, relatively low cost flood insurance is made available from the Federal government through licensed property insurance agents. This insurance may be obtained to cover future flood related losses to most structures and their contents. **FLOOD DAMAGE IS NOT COVERED BY NORMAL HOMEOWNERS' INSURANCE. YOU DO NOT HAVE TO LIVE IN A FLOOD ZONE TO PURCHASE FLOOD INSURANCE.**

THE FLOOD HAZARD

The flood hazard in Hattiesburg comes primarily from the Leaf River and its tributary Creeks including: Gordon, Mixon, Burkett and Priest. Some areas experience local flooding not directly associated with a river or creek. Floods in Hattiesburg are of relatively short duration.

After an intense rainfall, flood waters can rise at a rate of two to three feet per hour reaching maximum stage in two hours (or less). Flood waters in some areas of the city can attain substantial velocities. April 6, 1983 was the last flood involving major river flooding with a river stage of 29.19 ft, and over 32 million dollars in damage. Flash flooding, caused by intense rainfall from a thunderstorm or several thunderstorms, is the more prevalent form of flooding in Hattiesburg and has the capability to tear out trees, destroy buildings, and wash out bridges and roads.

FLOOD SAFETY

Flooding presents many personal safety hazards which you should consider and take the necessary precautions. Among these:

- Turn off your electricity by tripping the circuit breakers or removing fuses.
- Turn off natural gas connections.
- Plan a safe escape route to higher ground.
- Stay away from the banks of ditches or streams which may be unstable.
- Do not attempt to cross a flooded stream on foot or by car. (strong currents or deep water may not be evident on the surface).
- Do not attempt to cross a flooded street or side walk. Water does not have to be deep to float a car or to cause you to lose your footing.
- Do not attempt to go outside or drive during a flash flood. Sight-seeing by foot, motor vehicle or 4-wheelers is dangerous. STAY INSIDE - more lives are lost due to flash flooding than any other type flooding.

FLOOD WARNING SYSTEM

The Emergency Management District maintains gauges on the Leaf River and Gordon's Creek, which are read daily. The National Weather Service network is also monitored on a 24 hour/ 7 day basis.

In the event of a flood, the Emergency Management District will immediately notify all local television and radio stations, local schools, government offices, etc.

PROTECTION ASSISTANCE

Many buildings can be protected against flooding by "retrofitting". Retrofitting is the process of changing an existing structure in some manner. It includes techniques such as waterproofing walls and doors (used where flood elevations on the structure can withstand the pressure exerted by the water), adding waterproof fences (usually brick or concrete) with sealing gates, and even elevating the building above flood levels. Emergency measures you can take during a flood which will help reduce property damage include:

- Place furniture on beds, then place personal items on top of the furniture.
- Anchor, secure or weigh down items which may float or move and become "battering rams."
- Move cardboard and newspapers to high ground. Otherwise, they may disinter grate and/or clog drains when the flood waters recede.
- Remove wood drawers from built-ins (cabinets, etc.) and furniture. The wood can swell when wet and damage the unit.
- Place glass items in plastic bags to prevent pieces from spreading if breakage occurs.
- Put chemicals (insecticides, weed killers, those that give off heat, explosive or toxic gases when exposed to water) in waterproof containers and remove to high areas of building.
- Protect valuable machinery and equipment by enclosing them in waterproof containers. Weigh down large appliances with sandbags. When appropriate, appliances such as dishwashers, washing machines and horizontal freezers, should be filled with clean water.
- **IF** a qualified structural engineer has determined you structure can withstand the anticipated flood water depths, seal off all water entry points. Otherwise, let the flood water in by allowing all doors (inside and out) and windows to remain open when you expect flood waters to rise above table height on the first floor.
- Sandbag entry ways to prevent water from entering structure due to traffic driving through flooded streets.
- Avoid backflow of sewer lines by closing off all sewer line entries into the house. If this is a somewhat regular occurrence during heavy rains, you may consider installing a backflow prevention device on your sewer line. If you have a backflow prevention valve, be sure it is properly maintained.
- Disconnect the electrical supply of heavy, unmovabl appliances. All appliances must be disconnected prior to reestablishing electrical service. Getting around debris or wreckage to get to electrical outlets after a flood may be difficult and/or dangerous.
- Do not place or build solid fences or other obstructions that would impede water flow. The Building Official, or Floodplain Manager, can make site visits to advise property owners of the appropriate protection procedures, can review and critique retrofitting plans for feasibility, and provide other site-specific flood and flood related data, such as floor elevations, data on historical flooding and other information that relates a flood threat to a specific neighborhood or property.

Activity 330

Mailing Place, Inc.
2059 Oak Grove Rd
Hattiesburg, MS 39402
Phone: 601-268-1853
Fax: 601-268-1863

Invoice

Date	Invoice #
9/25/2012	15620

Bill To
City of Hattiesburg P O Box 1898 Hattiesburg, MS 39401

Terms	Due Date
Due on receipt	9/25/2012

Quantity	Item Code	Description	Price Each	Amount
19,312	Bulk	Bulk "Flood Damage" brochures Affixing addresses and tabbing	[redacted]	[redacted]
19,650		Printing on blue 70 lb off set on a 8.5 X 14 folded front to back as a tri-fold with black ink.	[redacted]	[redacted]

Total [redacted]

The City of Hattiesburg,
Forrest and Lamar Counties,
Pine Belt Regional Solid Waste Authority,
Mississippi Department of Enrironmental Quality,
University of Southern Mississippi,
City of Petal,
William Carey University, and
Mississippi Power
are proud to sponsor the

Right Way to Throw Away Day

Saturday, October 29, 2011

8:00 a.m. – 2:00 p.m.

Call 601-545-4500 or 601-794-1024 for information or directions.

COLLECTION SITES:

Bobby L. Chain Airport
29 Academy Drive, Hattiesburg

Lamar County Multi-Purpose Center
43 Central Industrial Road, Purvis

ITEMS ALLOWED FOR DROP-OFF

- aerosols
- all-purpose cleaners
- ammonia
- anti-freeze
- appliances
- automobile cleaner
- barbecue lighter fluid
- batteries
- brake fluid
- chlorine bleach
- detergents
- disinfectants
- drain opener
- furniture polish
- herbicides
- insecticides
- mothballs
- motor oils
- oil filters
- oven cleaners
- paint
- paint thinner
- pesticides
- photographic development chemicals
- pool chemicals
- rodent poison
- rubber cement
- rug and upholstery cleaner
- silver polish
- tires
- transmission fluid
- turpentine
- varnish
- water sealer
- wood finish

Proud Sponsors

The City of Hattiesburg,
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43 Central Industrial Road, Purvis

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aerosols, all-purpose cleaners, ammonia, anti-freeze, appliances, automobile cleaner, barbecue lighter fluid, batteries, brake fluid, chlorine bleach, detergents, disinfectants, drain opener, furniture polish, herbicides, insecticides, mothballs, motor oils, oil filters, oven cleaners, paint, paint thinner, pesticides, photographic development chemicals, pool chemicals, rodent poison, rubber cement, rug and upholstery cleaner, silver polish, tires, transmission fluid, turpentine, varnish, water sealer, wood finish

Proud Sponsors

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Proud Sponsors

Activity 330

City of Hattiesburg

EARTH DAY 2012

COMMUNITY PICNIC

FREE FOOD LIVE ENTERTAINMENT

GAMES & PRIZES FACE PAINTING

FARMERS MARKET

Saturday, April 14

11:00am - 2:00pm

Town Square Park

brought to you by

WASTE PRO

Recycling For Our Future

Activity 330

ANNUAL PROGRESS REPORT
ON THE PROPOSED AND CURRENT ACTIVITIES
OUTLINED IN OUR

FLOODPLAIN MANAGEMENT PLAN

FOR THE CITY OF HATTIESBURG, MS
(Activity 510)
September 2012

PUBLIC EDUCATION AND AWARENESS:

In early October 2012, the City of Hattiesburg C.R.S. Coordinator will mail our Flood Damage Prevention and Reduction Brochure to all city residents. There has been no significant change in the previously reported ratios of 93% residential and 7% commercial in the Special Flood Hazard Areas.

The City has mailed a Notice to those Realtors, Lenders, and Insurance Agents, which provided Flood Insurance Rate Map Determination information.

As stated in our Mitigation Plan report, our new software database still has some minor issues.

Our D-FIRMS are effective as of March 2010, and we continue to utilize the GIS layers on all site reviews.

All previously outlined brochures are still available in various locations of the City.

The Site Plan Review (SPR) Committee still meets weekly to review all development plans submitted, except for single-family residential. The City still has two Certified Floodplain Managers on staff for reviewing and approving permits and issuing Certificates of Occupancy.

The Floodplain Manager and/or C.R.S. Coordinator have been the guest speakers for several groups this year (*see the "Increase Flood Education" section of this report, first paragraph).*

FLOOD PROTECTION ASSISTANCE:

The City still performs annual maintenance along Gordon's Creek, the Leaf River and the Bouie River. Full reports of these inspections are maintained in the Public Works Department, and are available upon request.

We continue to receive calls from the public and all departments of the City with any known "problems"

through our Action Line. Staff and Administration monitor all reported calls.

Other drainage work continues to be done and is reflected in a drainage maintenance map. The map and/or narrative are available upon request.

We still continue to give on-site assistance to citizens regarding ways to protect their property from future flooding. We also still maintain a library of FEMA technical bulletins and booklets on a variety of flood related issues, as does our local public and university libraries.

FLOOD HAZARD AREA MAPPING:

We continue to update our GIS maps as Letters of Map Amendment are received.

Our GIS system continues to maintain many map layers, all of which are available to all departments and citizens for permitting or development use.

PUBLIC INVOLVEMENT:

(See the first paragraph of the "Increase Flood Education" section of this report).

STATEMENT OF GOALS:

Address Repetitive Loss Areas
We continue to perform drainage work to reduce flooding.

Increase Floodplain Education
We continue to meet with various groups to discuss flood zones, repetitive loss and community assessed hazard areas for each neighborhood.

The City of Hattiesburg continues to distribute NOAA radios to our senior citizens and low income households. To date, approximately 1,554 have been distributed. The criteria brochure has previously been submitted for your review.

We again presented information at the Earth Day Event.

Provide Continuous Drainage Work
We continue to do drainage ditch bank stabilization, widening and slope protection in all areas of the City.
Revise Floodplain Ordinances and Continue coordination with Other Agencies
Our current Multi-Hazard Mitigation Plan is currently under revision and will be merged with our

original Floodplain Management Plan upon completion.

In updating our Multi-Hazard Mitigation Plan, we continue to work with both Lamar and Forrest Counties on many projects that affect the City, as well as with critical care facilities, businesses and officials.

The Regional Pine Belt Stormwater Committee is currently in the planning stages of our next Annual Amnesty Day Event.

As stated in the Mitigation section of our annual report, the City proposes to do a modification application next year. Once the new CRS regulations are received and reviewed, we will likely revise our ordinance.

ALTERNATIVE AND RECOMMENDED MEASURES:

Preventive Activities

We continue to utilize our Comprehensive Plan for 2008-2028, 30-year Metropolitan Transportation Plan, and other codes to address several flood related issues.

As an MS-4 for Stormwater Management, we continue to hold training and other events through the Pinebelt Stormwater Task Force, such as: our annual Amnesty Day (Right-Way-to-Throw-Away), booths at the Home Show and Earth Day events described in the Mitigation Plan Report under Mitigation Strategy 2b.

Property Protection

As stated above, our Flood Hazard Prevention Ordinance was updated last year and may again be updated next year.

The Planning Division has hired a consultant to complete the process of revising the Land Development Code and in doing so is reviewing all requirements and processes for development in the City. This project is scheduled for completion next year in early summer.

The Land Development Staff continues to check flood zones prior to any building, grading, sign or other permit issuance, and receives elevation certificates as required. As stated in Mitigation Strategy 2 b4 and 2 b5, we maintain and distribute a list of local surveyors and engineers, and require pre-application meetings for all development.

FLOOD WARNING PROGRAM:

The Emergency Management District still receives readings twice a day from the Jackson Weather Service for river flooding, and still maintains their own gauges on the Leaf River and Gordon's Creek, which are read daily.

Our outreach documents were amended several years ago to reflect this information.

As stated last year we contracted with the Mississippi Department of Environmental Quality and NOAA regarding the creation of Flood Inundation Maps for this area. This project is in the final stages, and proceeding on schedule.

SUMMARY:

Hattiesburg continues to make a concentrated effort to create a solid base of information on our floodplain, repetitive loss and community flood hazard areas. Hattiesburg continues to strive to reduce flooding in our City, thereby minimizing property losses to our citizens through projects such as the site plan review and permit process, and most importantly, the many creek, channel and stabilization works in progress or proposed within our City.

As of May 2010, the City obtained a Class 6 C.R.S. Rating. Our plans are to submit another modification application once the new CRS regulations are received in 2013. We hope this will achieve an even lower rating, thus giving our citizens an even greater discount on flood insurance; all the more important in today's economy.

ANNUAL PROGRESS REPORT
ON THE PROPOSED AND CURRENT ACTIVITIES
OUTLINED IN OUR

MULTI-HAZARD MITIGATION PLAN

FOR THE CITY OF HATTIESBURG, MS
(Activity 510)
September 2012

MITIGATION STRATEGY 1: **ENCOURAGE THE DEVELOPMENT OF NEW BUILDINGS AND INFRASTRUCTURE AND THE MAINTENANCE OF EXISTING FACILITIES AND INFRASTRUCTURE THAT WILL MITIGATE HAZARDS.**

Actions:

a. **Mitigate County critical facilities located in Special Flood Hazard Areas:**

1. Funding is still a problem for the City to address this mitigation measure. While grants are available, many of the facilities are privately owned and the City is unable to address private interest.

2. City staff is still searching for funding for City owner facilities. Applying for MEMA grants is still an option; however, we have not found any in time to meet Notice of Intent and Pre-Application deadlines in a timely manner. Several staff are currently registered for a Benefit Cost Analysis course in mid-October.

b. **Enhance transportation infrastructure:**

1. This mitigation measure was also addressed in the City's 30-year Transportation Plan, adopted September 26, 2007 and the Comprehensive Plan adopted December 16, 2008; however, grants applied for by the City in 2008 were not approved and due to the cost associated with the proposed projects, no other funding source has been identified to date.

c. **Mitigate critical facilities with generators:**

1. Thirty-eight (38) facilities in City have been equipped with generators since Hurricane Katrina.

d. **Create a plan that addresses current and future issues in Forrest County:**

1. As reported last year the City's portion of this item was completed in December 2008.

e. **Reestablish corridors along river and streambeds in Forrest County:**

1. Grant application was not approved, so still pursuing other funding sources.

f. **Actively pursue and buy those properties that are considered repetitive loss properties:**

1. The City's Engineer and staff have discussed many potential projects, including possible buyouts; however, the cost benefit analysis has prohibited pursuing at this time.

g. **Adoption of building codes in Forrest County that will address new buildings.**

1. This measure affects only Forrest County, as the City has adopted codes and is currently operating under the 2006 ICC and the 2008 NEC codes.

h. **Discourage development within the Special Flood Hazard Area and in the floodway.**

1. In January 2009, the City adopted the State Model Ordinance with increased regulatory matters, such as no critical facility in 100 or 500-year zone, and has amended it only slightly since then. The City proposes to do a modification application next year, once the new CRS regulations are received and reviewed, which will likely include another ordinance revision.

i. **Address the threat of unhealthy trees that are near critical facilities.**

1. Grants were previously requested for this effort, but were not approved. Other funding sources still need to be identified.

j. **Enhance shelter capabilities.**

1. August 27, 2010 the City was approved by FEMA/MEMA for the installation of fourteen (14) Safe Rooms at various publicly owned critical facilities to house first responders, city staff, etc. during a hazardous event. Of these, two (2) were removed due to them being in a flood zone and the required elevation making them infeasible, and the other twelve (12) have been completed.

MITIGATION STRATEGY 2: FOSTER AN ON-GOING COMMUNITY EDUCATION PROGRAM ON HAZARD MITIGATION SAFETY AND PREPARATION.

Actions:

a. **Educate property owners residing in flood zones on the flood risks and the benefits of acquiring flood insurance.**

1. The annual mail out of our Flood Damage, Prevention and Reduction Brochure to every city resident will be completed in early October. A copy of the job estimate from the Mailing Place is attached for documentation.

2. We also continue to distribute a Hurricane Evacuation Guide and Preparation Planning Brochure in numerous ways.

b. Educate the citizens of Forrest County regarding stormwater, natural hazards and all related items.

1. As stated in 2a above, the brochure to be mailed in early October 2012 will address many of these.

2. In 2008 we created Storm Water brochures, and have held several training sessions for citizens and staff regarding storm water mitigation and compliance issues. Our latest training session for staff was September 22, 2011 and we showed the two videos purchased last year ***Ground Control - Stormwater Pollution Prevention for Construction Sites*** and ***Municipal Storm Water Pollution Prevention – Storm Watch***.

3. Planning staff still utilizes a list of local surveyors and engineers which is provided to all flood permit applicants that may need an Elevation Certificate and/or structural engineering work done.

4. Planning staff still holds Pre-Application meetings with all applicants as outlined last year.

5. The regional Pinebelt Stormwater Task Force Committee still holds an annual household hazardous waste day entitled "Amnesty Day" with this year's event scheduled for October 27. DEQ grant application has been submitted and approved for this event.

6. The Pinebelt Stormwater Task Force is still committed to hosting a booth at the annual Greater Hattiesburg Home Builders Association Home & Products Show; however, the event was not held this year and no alternative venue was found.

7. The Task Force once again participated in the Earth Day event held by our Parks and Recreation Department. This event normally held for 3rd and 4th graders, was opened to the general public this year and was a great success. We continue to utilize the storm drain model built for us.

c. Alert citizens of approaching life-threatening weather events.

1. The City has distributed 133 NOAA Radios so far in 2012.

2. A FEMA/MEMA grant was obtained in late 2010 and seven (7) Emergency Warning Signals (Sirens) have since been installed per the map provided last year showing locations.

4. The Flood Inundation Map Project is nearing completion.

MITIGATION STRATEGY 3: **ENHANCE RESPONSE PROCEDURES AND CAPABILITIES.**

Actions:

a. Address the local need of debris removal and related items after a storm.

1. Grants were requested for this effort, but were not approved. Other funding sources still need to be identified.

2. Our GIS Master Plan for all infrastructure and parcels in the city is currently in place and greatly utilized.

b. Provide first responders in Petal with necessary equipment and training to respond to gas plant disasters.

1. This measure affects only City of Petal.

c. Develop a police response unit in Petal designed to deter acts of terrorism.

1. This measure affects only City of Petal.

MITIGATION STRATEGY 4: UTILIZE TECHNOLOGY TO PROTECT AND DEVELOP RECORDS AND DATA.

Actions:

a. Convert existing parcel data to a format accessible by other governmental offices and the general public.

1. In July 2009, the City started a database "cleanup" of parcels in conjunction with our new building code and planning software. We were approximately 75% completed in December 2010 when we had computer failure and the database was corrupted. We are finally back up to speed at 75 percent and hope to complete it by the end of year. The format will be accessible and utilized by EOC and other governmental offices upon completion.

b. Map groundwater-flooding areas.

1. The City has a map created by the original Floodplain Management Plan, which identifies all flooding outside SFHA, including flash, creek, street, drainage and even erosion areas. This is updated upon any notice from citizens of problems and is entitled the Community Assessed Hazard Area (CAHA) Map. Staff was to draft language for Council consideration in early 2011, requiring these properties to be held to the same construction requirements as those in a 100-year flood zone; however, with upcoming changes to the CRS manual currently proposed we are holding this project for next spring.

2. As previously stated, the Flood Inundation Map Project is in final stages.

c. Preserve classified, confidential and/or important governmental documents.

1. Grants were requested for this effort, but were not approved. Other funding sources will have to be identified; however, we are utilizing the large format scanner/copier purchased last year to scan site plans.

NAME: William Mickoll

DAILY/WEEKLY ACTIVITY REPORT

DEPARTMENT: ST-R.O.W.

UNIT NO.: 181#

DATE:	LOCATION	ACTIVITY	DATE RECEIVED	DATE COMPLETED	ACTION TAKEN
2-13	185# Barkley Rd	Overhang	153# County Dr + Harvestown Rd		Clean R.O.W.
2-13	154# alley S. 9th + Brooklyn + Eva ST.	Clean alley			
2-14	185# - Barkley Rd + Rose Rd	Overhang			
2-14	154# S. 15th + 14th	Clean alley # 153 Rose Chapel			Clean R.O.W
2-15	Hottesburg ST	Overhang #154 + 153#		14/49 - S + N Town 31st	
2-15	154 - Clean R.O.W.	H/J.49. = 257#			
2-16	Rain # Rain #	Rain # 183# Barkley Hill Rd			Clean Drains
2-16		Clean Drains			
2-17	Cabal ST	Overhang 185# S. Town		49 S. Service Rd	Overhang
2-17	49 N. Service Rd	Clean R.O.W. Finish Campbell R.O.W.			
2-21	185# - Clean COTS - Hall ave	Dabb ST - S Town Dr			
2-21	185# W. 4th ST.	James ST.			Clean R.O.W
2-21	Clean alley	S. 11 + 12 + 13 + 154#			
2-22	155# Hall + walnut	To Dabb ST			Overhang - 183# Golf Course Rd + W. 4th
2-22	184# - alley S. 11. + S. 12	Clean alley			
2-23	183# Barkley Rd + Edward ST	Clean R.O.W.			
2-24	154#	Clean alley S 11 + S. 10 - Missing Drain Top.			
2-24	185#	Rain - Clean COTS State + City Park			Overhang
2-24	153#	Finish Edward ST + Collin ST			Clean R.O.W.

Janitor 5140

CITY OF HATTIESBURG

PUBLIC WORKS DEPARTMENT
STREET DIVISION
DAILY ACTIVIY REPORT

CREW #131 ———— FOREMAN: SEAN HILTON

DATE	ADDRESS AND WARD	ASSIGNMENT/TASK	ACCOMPLISHMENT
7-17	City wide	Drainage cleaned out	
7-18	City wide	Through out City	
7-19	City wide	Every department on	
		Drainage,	
		Concrete Crew's, Asphalt	
		R.O.W, Health, Heavy	
		Trash Department	
		Heavy Rain - 3 Days	
		in a Row.	

Stephanie Moff

Activity 540

City of Hattiesburg, MS

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

Master

File Number: 2012-1226

File ID:	2012-1226	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/03/2012
Brief Title:	Acknowledge receipt of a permanent utility easement from Land Management, Ltd.			**Final Action:**	
				Minute Book Number:	MB 2012-1/372

Title:

Acknowledge receipt of a permanent utility easement crossing a portion of Forrest County Tax Parcel No. 2-040K-31-001.00 from Land Management, Ltd., for the Veterans Boulevard Water Connector project.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Land Management Easement-Parcel 1	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1226

Title

Acknowledge receipt of a permanent utility easement crossing a portion of Forrest County Tax Parcel No. 2-040K-31-001.00 from Land Management, Ltd., for the Veterans Boulevard Water Connector project.

Summary

Acknowledge receipt of a permanent utility easement crossing a portion of Forrest County Tax Parcel No. 2-040K-31-001.00 from Land Management, Ltd.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Grantee, prepared by and return to:	**Grantor Address:**
City of Hattiesburg	Land Management, Ltd.
Department of Engineering	
PO Box 1898	421 J M Tatum Industrial Park Drive
Hattiesburg, MS 39403-1898	Hattiesburg, MS 39401
Phone: (601) 545-4540	**Phone:**
Account No.	**Business No.**

PERMANENT UTILITY EASEMENT

INDEXING INSTRUCTIONS: Northwest 1/4 of the Northwest 1/4, Southwest 1/4 of the Northwest 1/4, Southeast 1/4 of the Northwest 1/4, Northeast 1/4 of the Southwest 1/4, Northwest 1/4 of the Southeast 1/4, and Southwest 1/4 of the Southeast 1/4
Section 31, Township 4 North, Range 13 West, Forrest County, Mississippi

Shows, Dearman and Waits, Inc.
Consulting Engineers
Project No.: 1270
County Tax Parcel No.: 2-040K-31-001.00

THE STATE OF MISSISSIPPI

County of Forrest

City of Hattiesburg

For and in consideration of **Ten Dollars and NO/100 ($10.00)**, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey unto the City of Hattiesburg, Mississippi, a municipal corporation, a **Permanent Utility Easement** over, across and upon a parcel of real property, for the construction and maintenance of an existing and a proposed water line on the following described property located in the City of Hattiesburg, County of Forrest, State of Mississippi:

> A part of Northwest 1/4 of the Northwest 1/4, Southwest 1/4 of the Northwest 1/4, Southeast 1/4 of the Northwest 1/4, Northeast 1/4 of the Southwest 1/4, Northwest 1/4 of the Southeast 1/4, and Southwest 1/4 of the Southeast 1/4, all in Section 31, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:
>
> - **Commencing** at a Found 3/4 inch Round Pin representing the Northwest Corner of Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 13 West,
> - thence run South for 3,121.95 feet,
> - thence run East for 735.26 feet to a Point on the Eastern Right of Way Line of Hodge Road for the **Point of Beginning;**
> - thence run N56°38'28"E for 20.00 feet,
> - thence run S33°21'32"E for 461.90 feet,
> - thence run S29°09'26"E for 383.45 feet,
> - thence run S30°17'19"E for 679.26 feet,
> - thence run S30°34'15"E for 750.34 feet,
> - thence run S34°34'40"E for 251.30 feet,
> - thence run S30°46'09"E for 1,099.27 feet,

- thence run S29°19'22"E for 312.23 feet,
- thence run S36°50'55"E for 257.57 feet,
- thence run S42°01'52"E for 227.06 feet,
- thence run N46°56'12"E for 59.09 feet to a Point on the Northern Right of Way Line of U.S. Highway 11,
- thence run S15°14'34"W along said Northern Right of Way Line for 9.52 feet to a Found Concrete Monument,
- thence run S00°17'05"W along said Northern Right of Way Line for 20.63 feet,
- thence run S46°56'12"W for 57.27 feet to a Point on the Eastern Right of Way Line of Hodge Road,
- thence run N43°03'48"W along said Eastern Right of Way Line for 350.71 feet,
- thence run N30°57'30"W along said Eastern Right of Way Line for 744.99 feet,
- thence run N29°13'53"W along said Eastern Right of Way Line for 652.74 feet,
- thence run N36°30'51"W along said Eastern Right of Way Line for 245.24 feet,
- thence run N31°28'50"W along said Eastern Right of Way Line for 190.38 feet,
- thence run N31°11'02"W along said Eastern Right of Way Line for 141.06 feet,
- thence run N30°27'54"W along said Eastern Right of Way Line for 350.71 feet,
- thence run N29°52'26"W along said Eastern Right of Way Line for 132.82 feet,
- thence run N30°08'26"W along said Eastern Right of Way Line for 102.02 feet,
- thence run N30°52'22"W along said Eastern Right of Way Line for 83.17 feet,
- thence run N31°08'26"W along said Eastern Right of Way Line for 323.72 feet,
- thence run N29°54'34"W along said Eastern Right of Way Line for 326.59 feet,
- thence run N28°41'36"W along said Eastern Right of Way Line for 218.18 feet,
- thence run N29°13'51"W along said Eastern Right of Way Line for 156.79 feet,
- thence run N30°06'15"W along said Eastern Right of Way Line for

11.38 feet,

- thence run N33°21'32"W along said Eastern Right of Way Line for 417.94 feet to the **Point of Beginning;**
- comprising 2.39 Acres, more or less.

See Attachment "A"

The above described Parcel being a Permanent Utility Easement crossing the Real Property in the County of Forrest Land Records, Deed Book 745, Page 1, County Tax Parcel No. 2-040K-31-001.00.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to install and maintain a water line. Grantee will restore any damage caused by this action.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction and maintenance of an existing and a proposed water line, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness (my) (our) signature this the 3 day of Oct A.D., 20 12

TLCO Mangement, ~~LLC~~ Inc.

Signature/Date: 10-3-12
Print Name: Paul T. Tatum, Pres.
PAUL T. TATUM
General Partner
Land Mgt.

Signature/Date: 10/3/12
Print Name: JFT Mgt. LLC
Joseph R Tatum
Joseph F. Tatum
Member
General Partner
Land Mgt.

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said County and State, on this 3rd day of October, 20 12, within my jurisdiction, the within named Paul T. Tatum (Instrument Signer Name) and Joseph F. Tatum, Jr. (Instrument Signer Name), _____ (Instrument Signer Name) who acknowledged before me that(he)(she)(they) signed, executed and delivered the above and foregoing instrument on the day and year therein as their own free and voluntary act and deed.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 71594 STEPHANIE SELLERS Commission Expires Oct. 12, 2015 JONES COUNTY

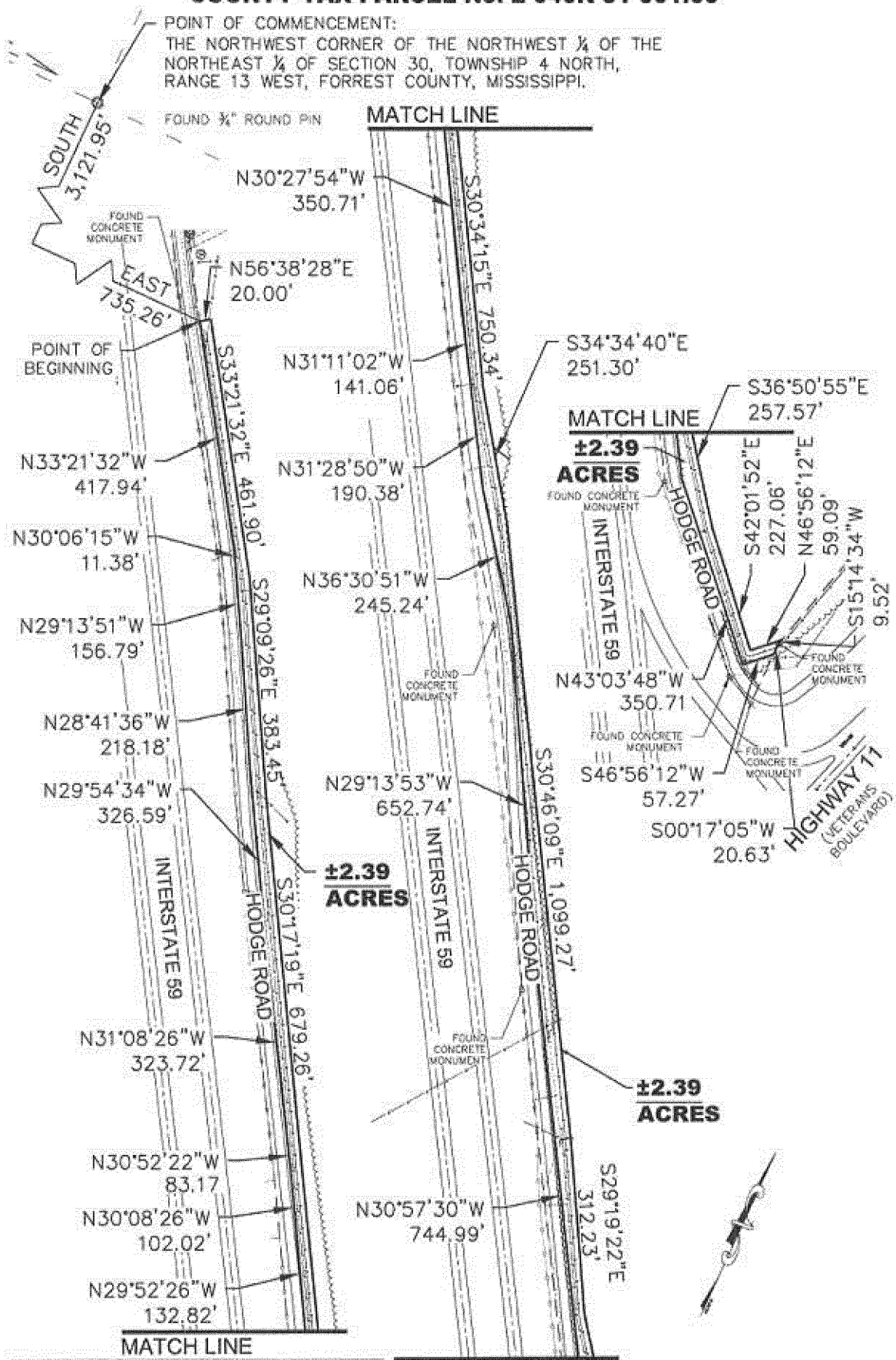
Stephanie Sellers (NOTARY PUBLIC)

(SEAL)

My commission expires: Oct 12, 2015

ATTACHMENT "A"

COUNTY TAX PARCEL No. 2-040K-31-001.00



SD&W
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P. O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SDW.COM
P: (601) 544 - 5321
F: (601) 544 - 5341

DATE: 07-23-2012
DRAWING No. 1270

\\PROJECTS\Hattiesburg, City of\1270 - Veterans Blvd Water Connector\1270.dwg\1270_Easements.dwg, Plat 1, 7/23/2012 3:48:44 PM

City of Hattiesburg, MS

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

Master

File Number: 2012-1218

File ID:	2012-1218	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/02/2012
Brief Title:	Acknowledge receipt of three permanent utility easements from David M. Cox, Inc. for the Veterans Blvd. Water Connector Project.			**Final Action:**	
				Minute Book Number:	MB 2012-1/372

Title:

Acknowledge receipt of three permanent utility easements from David M. Cox, Inc. crossing a portion of Forrest County Tax Parcel 2-040E-30-022.00, and Lamar County Tax Parcels 057H-25-002.00 and 057H-25-006.00, for the Veterans Boulevard Water Connector project.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	David Cox Easement-Parcel 2, David Cox Easement-Parcel 6, David Cox Easement-Parcel 22	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1218

Title

Acknowledge receipt of three permanent utility easements from David M. Cox, Inc. crossing a portion of Forrest County Tax Parcel 2-040E-30-022.00, and Lamar County Tax Parcels 057H-25-002.00 and 057H-25-006.00, for the Veterans Boulevard Water Connector project.

Summary

Acknowledge receipt of three permanent utility easements from David M. Cox, Inc. crossing a portion of Forrest County Tax Parcel 2-040E-30-022.00, and Lamar County Tax Parcels 057H-25-002.00 and 057H-25-006.00, for the Veterans Boulevard Water Connector project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Grantee, prepared by and return to:	**Grantor Address:**
City of Hattiesburg	David M. Cox, Inc.
Department of Engineering	
PO Box 1898	10 98 Place Blvd.
Hattiesburg, MS 39403-1898	Hattiesburg, MS 39402
Phone: (601) 545-4540	**Phone:**
Account No.	**Business No.**

PERMANENT UTILITY EASEMENT

INDEXING INSTRUCTIONS: Southeast 1/4 of the Northeast 1/4, Northeast 1/4 of the Southeast 1/4, and the Southeast 1/4 of the Southeast 1/4, Section 25, Township 4 North, Range 14 West, Lamar County, Mississippi

Shows, Dearman and Waits, Inc.
Consulting Engineers
Project No.: 1270
County Tax Parcel No.: 057H-25-002.00

THE STATE OF MISSISSIPPI

County of Lamar

City of Hattiesburg

For and in consideration of **Ten Dollars and NO/100 ($10.00)**, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey unto the City of Hattiesburg, Mississippi, a municipal corporation, a **Permanent Utility Easement** over, across and upon a parcel of real property, for the construction and maintenance of an existing and a proposed water line on the following described property located in the City of Hattiesburg, County of Lamar, State of Mississippi:

PARCEL 1

A part of the Southeast 1/4 of the Southeast 1/4, in Section 25, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found 3/4 inch Round Pin representing the Northeast Corner of the Northeast 1/4 of said Southeast 1/4,
- thence run South for 1,921.96 feet,
- thence run West for 22.56 feet to the Intersection of the East Line of said Southeast 1/4 of the Southeast 1/4 and the Eastern Right of Way Line of Interstate 59 for the **Point of Beginning;**
- thence run North 30 degrees 56 minutes 56 seconds West and along said Eastern Right of Way Line for 172.37 feet,
- thence run Northwesterly along an Arc to the Right and said Eastern Right of Way Line for 146.17 feet to a Northeast Line of Grantor's Property, said Arc having a Radius of 8,954.02 feet, a Chord Bearing of North 30 degrees 36 minutes 51 seconds West and a Chord Distance of 146.17 feet,
- thence run North 60 degrees 16 minutes 32 seconds East and along said Northeast Line for 20.00 feet,
- thence run Southeasterly along an Arc to the Left and parallel to said

Eastern Right of Way Line for 145.72 feet, said Arc having a Radius of 8,934.02 feet, a Chord Bearing of South 30 degrees 36 minutes 53 seconds East and a Chord Distance of 145.72 feet,

- thence run South 30 degrees 56 minutes 56 seconds East and parallel to the said Eastern Right of Way Line for 140.43 feet to a Point on the East Line of said Southeast 1/4 of the Southeast 1/4,
- thence run South 01 degrees 05 minutes 10 seconds West and along said East Line for 37.70 feet to the **Point of Beginning**,
- comprising 0.14 Acres (6,047 Square Feet), more or less.

See Attachment "A"

PARCEL 2

A part of the Southeast 1/4 of the Northeast 1/4, Northeast 1/4 of the Southeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 25, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found 3/4 inch Round Pin representing the Northeast Corner of said Northeast 1/4 of the Southeast 1/4,
- thence run South for 1,539.79 feet,
- thence run West for 247.61 feet to the Intersection of a Southeast Line of Grantor's Property and the Eastern Right of Way Line of Interstate 59 for the **Point of Beginning,**
- thence run Northwesterly along an Arc to the Right and said Eastern Right of Way Line for 1,901.12 feet to the North Line of the Grantor's Property, said Arc having a Radius of 8,954.02 feet, a Chord Bearing of North 23 degrees 03 minutes 51 seconds West and a Chord Distance of 1,897.56 feet,
- thence run North 89 degrees 36 minutes 39 seconds East along said North Line for 20.87 feet,
- thence run Southeasterly along an Arc to the Left and parallel to said Eastern Right of Way Line for 1,890.72 feet to the Southeast Line of Grantor's Property, said Arc having a Radius of 8,934.02 feet, a Chord Bearing of South 23 degrees 04 minutes 58 seconds East and a Chord Distance of 1,887.19 feet.
- thence run South 60 degrees 16 minutes 32 seconds West and along said Southeast Line for 20.00 feet to the **Point of Beginning,**
- comprising 0.87 Acres (37,920 Square Feet), more or less.

See Attachment "B"

The above described Parcels being a Permanent Utility Easement crossing the Real Property in the County of Lamar Land Records, Deed Book 7I, Page 626, County Tax Parcel No. 057H-25-002.00.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to install and maintain a water line. Grantee will restore any damage caused by this action.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction and maintenance of an existing and a proposed water line, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness (my) (our) signature this the 2ND day of October A.D., 20 12

Sherry Cox Underwood

Signature/Date:
Print Name: Sherry Cox Underwood

Signature/Date:
Print Name:

Signature/Date:
Print Name:

Signature/Date:
Print Name:

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said County and State, on this 2ND day of October, 2012, within my jurisdiction, the within named Sherry Cox Underwood (Instrument Signer Name) and

_____ (Instrument Signer Name), _____ (Instrument Signer Name) who acknowledged before me that(he)(she)(they) signed, executed and delivered the above and foregoing instrument on the day and year therein as their own free and voluntary act and deed.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 62010 MARCY S. BORGANELLI Commission Expires March 1, 2013 LAMAR COUNTY

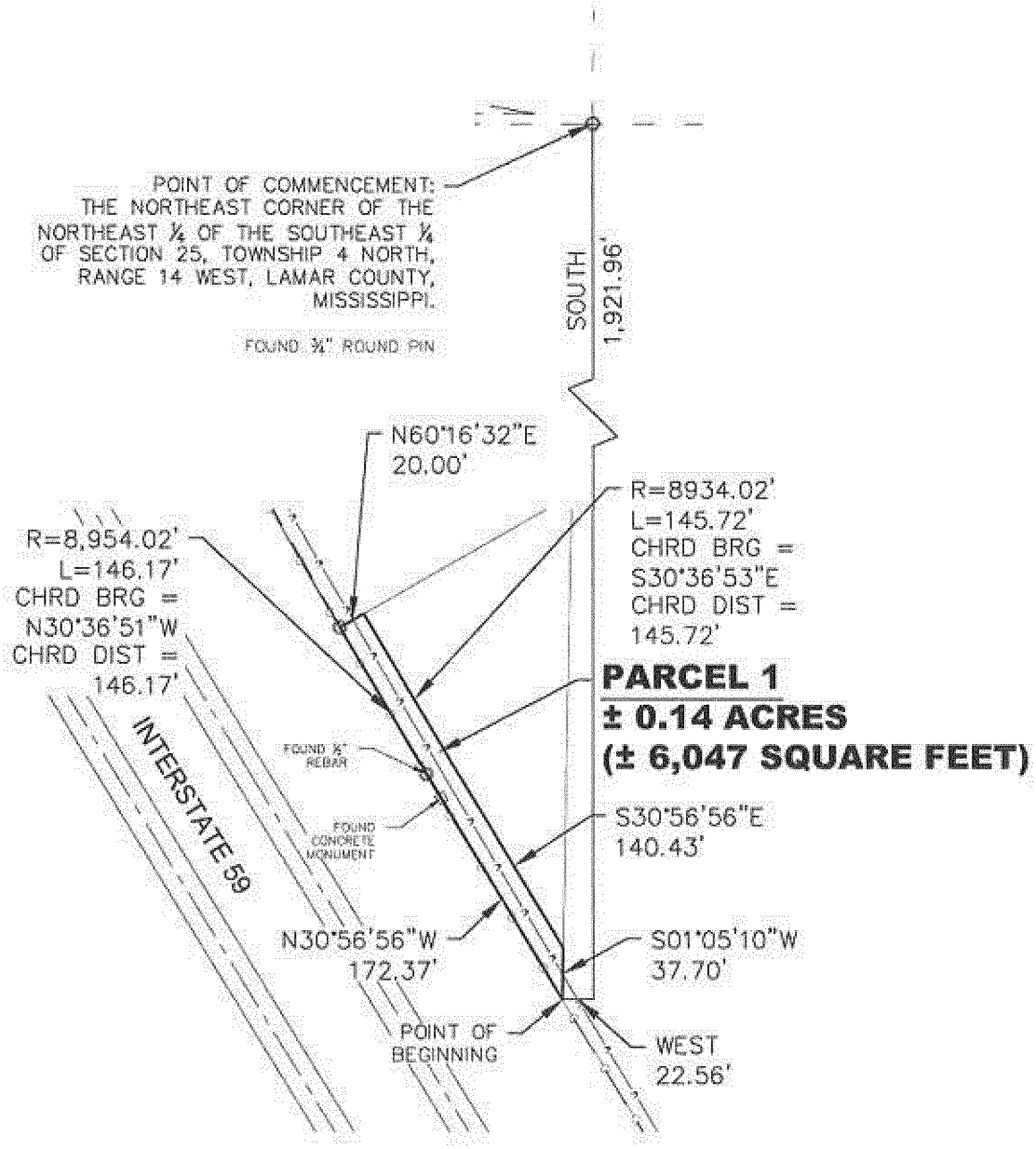
(SEAL)

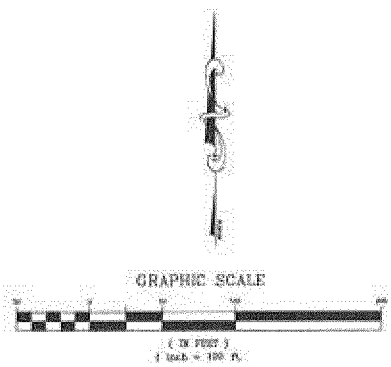
_____ (NOTARY PUBLIC)

My commission expires: 03/01/2013

ATTACHMENT "A"

COUNTY TAX PARCEL No. 057H-25-002.00





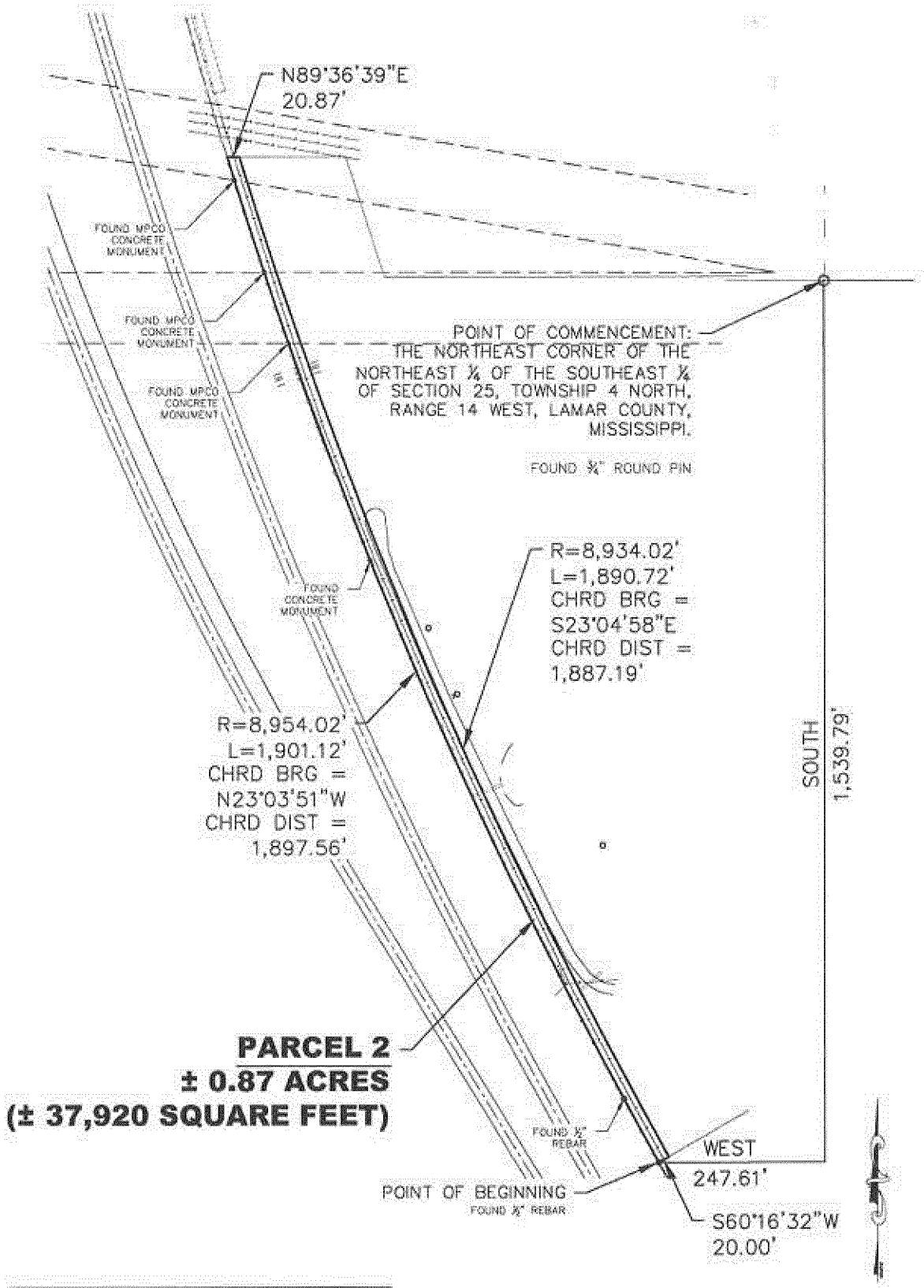
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

DATE: 07-23-2012
DRAWING No: 1270

*PROJECTS\Hattiesburg_City of\1270 - Veterans Blvd Water Connector\1270.dwg\1270_Easements.dwg, Plot 3, 7/23/2012 1:24:18 PM

ATTACHMENT "B"

COUNTY TAX PARCEL No. 057H-25-002.00



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

DATE: 07-23-2012
DRAWING No. 1270

GRAPHIC SCALE

:\PROJECTS\Hattiesburg, City of\1270 - Veterans Blvd Water Connector\1270.dwg\1270_Easements.dwg, Plot 4, 7/23/2012 1:13:25 PM

Grantee, prepared by and return to:	**Grantor Address:**
City of Hattiesburg	David M. Cox, Inc.
Department of Engineering	
PO Box 1898	10 98 Place Blvd.
Hattiesburg, MS 39403-1898	Hattiesburg, MS 39402
Phone: (601) 545-4540	**Phone:**
Account No.	**Business No.**

PERMANENT UTILITY EASEMENT

INDEXING INSTRUCTIONS: Southeast 1/4 of the Southeast 1/4
Section 25, Township 4 North, Range 14 West,
Lamar County, Mississippi

Shows, Dearman and Waits, Inc.
Consulting Engineers
Project No.: 1270
County Tax Parcel No.: 057H-25-006.00

THE STATE OF MISSISSIPPI

County of Lamar

City of Hattiesburg

For and in consideration of **Ten Dollars and NO/100 ($10.00)**, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey unto the City of Hattiesburg, Mississippi, a municipal corporation, a **Permanent Utility Easement** over, across and upon a parcel of real property, for the construction and maintenance of an existing and a proposed water line on the following described property located in the City of Hattiesburg, County of Lamar, State of Mississippi:

A Part of the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 4 North, Range 14 West, County of Lamar, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found 3/4 inch Round Pin representing the Northeast Corner of the Northeast 1/4 of said Southeast 1/4,
- thence run South for 1,648.33 feet,
- thence run West for 185.64 feet to the Intersection of the South Line of Grantor's Property and the Eastern Right of Way Line of Interstate 59 for the **Point of Beginning;**
- thence run Northwesterly along an Arc to the Right and said Eastern Right of Way Line for 124.99 feet to the Northwest Corner of Grantor's Property, said Arc having a Radius of 8,954.02 feet, a Chord Bearing of North 29 degrees 43 minutes 28 seconds West and a Chord Distance of 124.98 feet,
- thence run North 60 degrees 16 minutes 32 seconds East along the North Line of the Grantor's Property for 20.00 feet,
- thence run Southeasterly along an Arc to the Left and parallel to the said Eastern Right of Way Line for 124.99 feet to a Point on the South Line of the Grantor's Property, said Arc having a Radius of 8,934.02 feet, a Chord

Bearing of South 29 degrees 43 minutes 28 seconds East and a Chord Distance of 124.98 feet,

- thence run South 60 degrees 16 minutes 32 seconds West along said South Line for 20.00 feet to the **Point of Beginning,**
- comprising 0.06 Acres (2,500 Square Feet), more or less

See Attachment "A"

The above described Parcel being a Permanent Utility Easement crossing the Real Property in the County of Lamar Land Records, Deed Book 14L, Page 209, County Tax Parcel No. 057H-25-006.00.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to install and maintain a water line. Grantee will restore any damage caused by this action.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction and maintenance of an existing and a proposed water line, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness (my) (our) signature this the 2nd day of October A.D., 20 12

Sherry Cox Underwood

Signature/Date:
Print Name: Sherry Cox Underwood

Signature/Date:
Print Name:

Signature/Date:
Print Name:

Signature/Date:
Print Name:

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said County and State, on this 2ND day of October, 2012, within my jurisdiction, the within named Sherry Cox Underwood and

_____, _____ who
Instrument Signer Name Instrument Signer Name

acknowledged before me that(he)(she)(they) signed, executed and delivered the above and foregoing instrument on the day and year therein as their own free and voluntary act and deed.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 62010 MARCY S. BORGANELLI Commission Expires March 1, 2013 LAMAR COUNTY

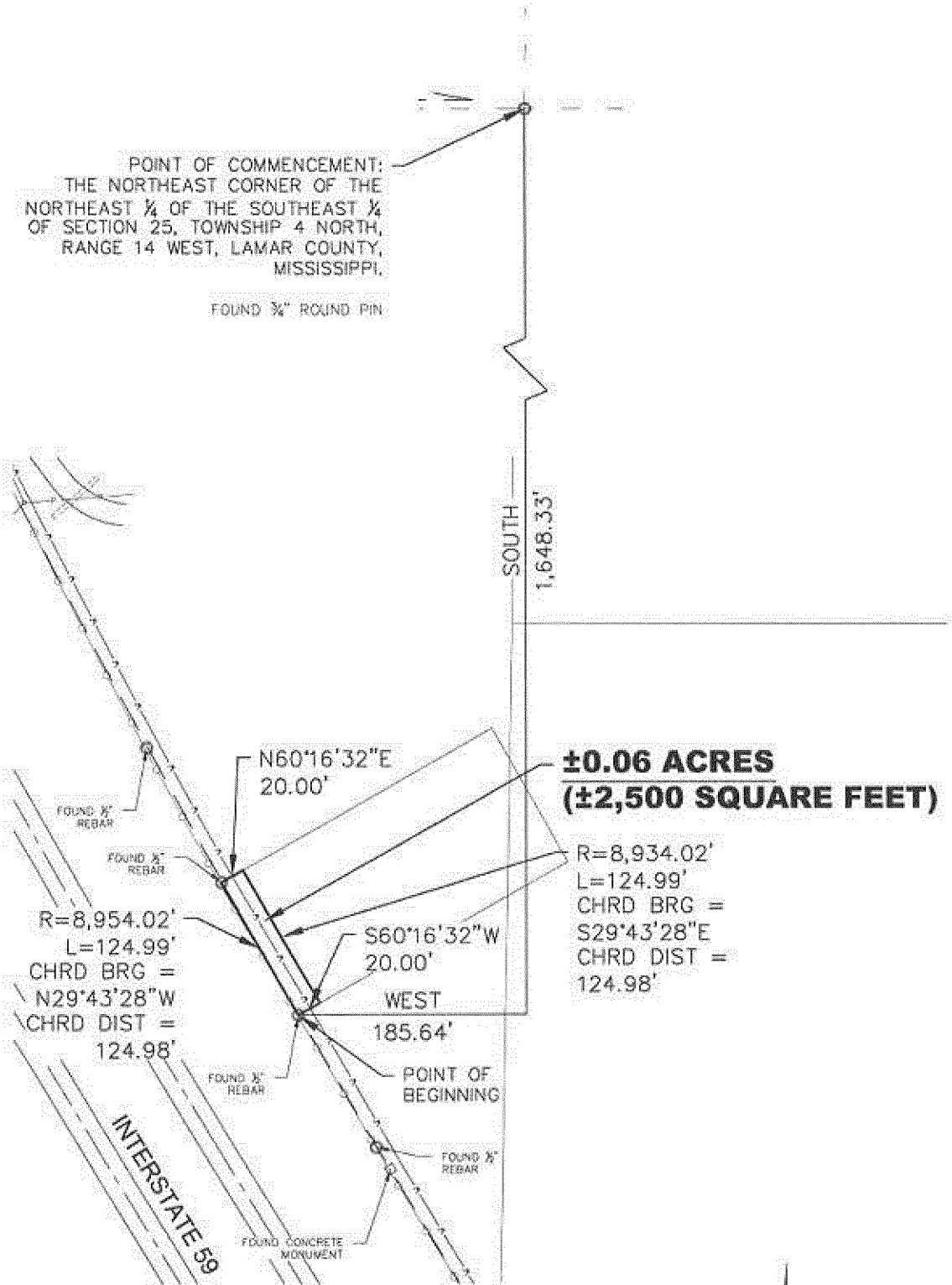
(SEAL)

_____ (NOTARY PUBLIC)

My commission expires: 03/01/2013

ATTACHMENT "A"

COUNTY TAX PARCEL No. 057H-25-006.00



GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1751
HATTIESBURG, MISSISSIPPI, 39403-1751
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SDW.COM
P: (601) 544-1821
F: (601) 544-9901

DATE: 07-23-2012
DRAWING No. 1270

PROJECTS\Hattiesburg, City of\1270 - Veterans Blvd Water Connector\1270.dwg\1270_Easements.dwg, Plat 5, 7/23/2012 3:44:14 PM

Grantee, prepared by and return to:	**Grantor Address:**
City of Hattiesburg	David M. Cox, Inc.
Department of Engineering	
PO Box 1898	10 98 Place Blvd.
Hattiesburg, MS 39403-1898	Hattiesburg, MS 39402
Phone: (601) 545-4540	**Phone:**
Account No.	**Business No.**

PERMANENT UTILITY EASEMENT

INDEXING INSTRUCTIONS: Southwest 1/4 of the Southwest 1/4
Section 30, Township 4 North, Range 13 West,
Forrest County, Mississippi

Shows, Dearman and Waits, Inc.
Consulting Engineers
Project No.: 1270
County Tax Parcel No.: 2-040E-30-022.00

THE STATE OF MISSISSIPPI

County of Forrest

City of Hattiesburg

For and in consideration of **Ten Dollars and NO/100 ($10.00)**, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey unto the City of Hattiesburg, Mississippi, a municipal corporation, a **Permanent Utility Easement** over, across and upon a parcel of real property, for the construction and maintenance of an existing and a proposed water line on the following described property located in the City of Hattiesburg, Counties of Forrest and Lamar, State of Mississippi:

A part of the Southwest 1/4 of the Southwest 1/4, of Section 30, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found 3/4 inch Round Pin representing the Northwest Corner of the Northwest 1/4 of said Southwest 1/4,
- thence run East for 200.99 feet,
- thence run South for 2,255.87 feet to a Point on the Northern Right of Way Line of Norfolk Southern Railroad for the **Point of Beginning;**
- thence run South 21 degrees 03 minutes 50 seconds West and along said Northern Right of Way Line for 25.38 feet to a Point on the Eastern Right of Way Line of Interstate 59,
- thence run North 30 degrees 56 minutes 56 seconds West and along said Eastern Right of Way Line for 416.96 feet to a Point on the West Line of the said Southwest 1/4 of the Southwest 1/4,
- thence run North 01 degrees 05 minutes 10 seconds East and along said West Line for 37.70 feet,
- thence run South 30 degrees 56 minutes 56 seconds East and parallel to the said Eastern Right of Way Line for 433.30 feet to the **Point of Beginning,**

- comprising 0.20 Acres (8,503 Square Feet), more or less.

See Attachment "A"

The above described Parcel being a Permanent Utility Easement crossing the Real Property in the County of Forrest Land Records, Deed Book 538, Page 277, County Tax Parcel No. 2-040E-30-022.00.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to install and maintain a water line. Grantee will restore any damage caused by this action.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction and maintenance of an existing and a proposed water line, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness (my) (our) signature this the 2nd day of October A.D., 2012

Sherry Cox Underwood

Signature/Date:
Print Name: Sherry Cox Underwood

Signature/Date:
Print Name:

Signature/Date:
Print Name:

Signature/Date:
Print Name:

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said County and State, on this 2ND day of October, 2012, within my jurisdiction, the within named Sherry Cox Underwood and

Instrument Signer Name

_____, _____ who
Instrument Signer Name Instrument Signer Name

acknowledged before me that(he)(she)(they) signed, executed and delivered the above and foregoing instrument on the day and year therein as their own free and voluntary act and deed.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 62010 MARCY S. BORGANELLI Commission Expires March 1, 2013 LAMAR COUNTY

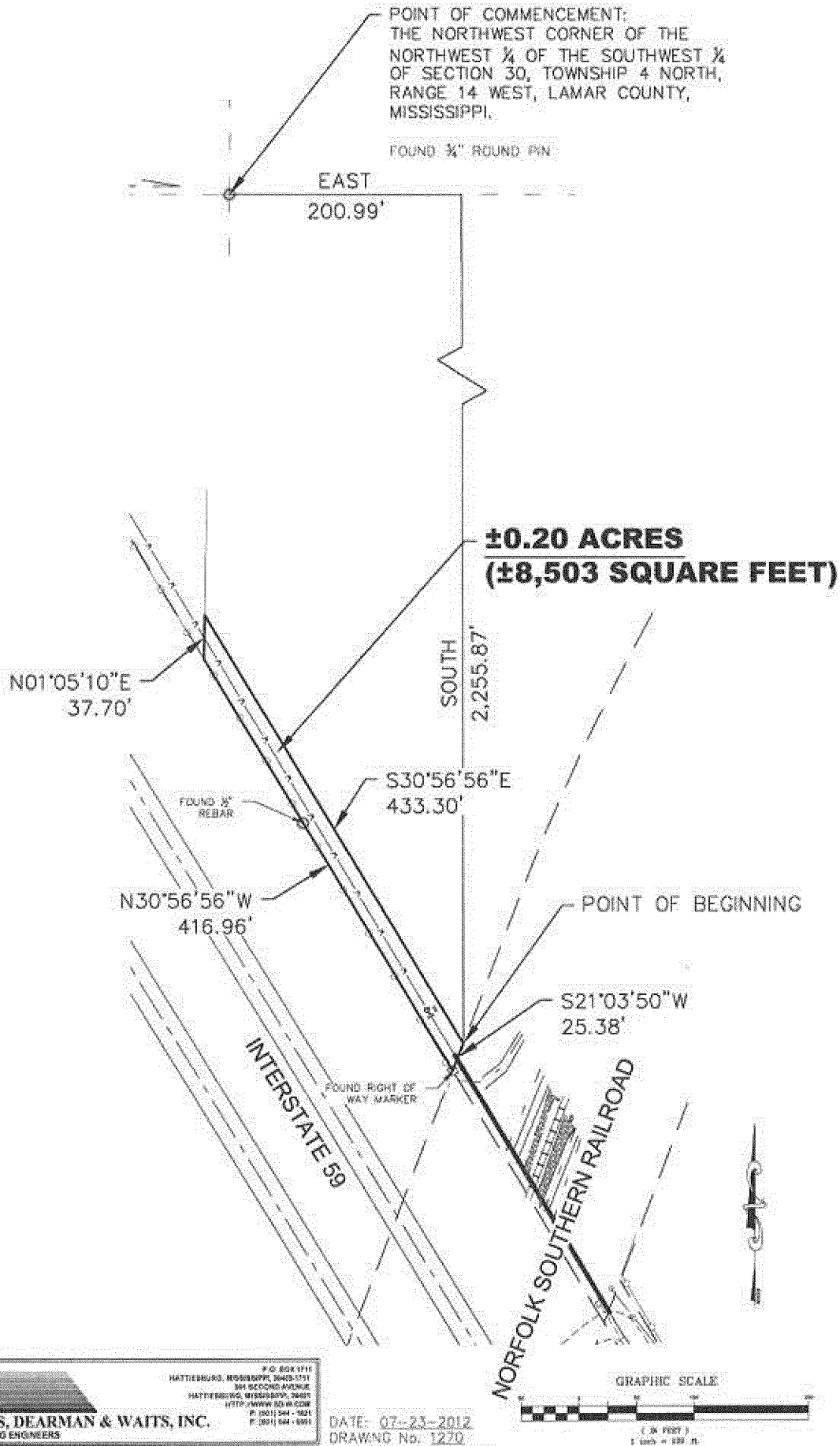
(SEAL)

Marcy S Borganelli (NOTARY PUBLIC)

My commission expires: 03/01/2013

ATTACHMENT "A"

COUNTY TAX PARCEL No. 2-040E-30-022.00



City of Hattiesburg, MS

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

Master

File Number: 2012-1216

File ID:	2012-1216	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/02/2012
Brief Title:	Forfeiture 07/24/2012			**Final Action:**	
				Minute Book Number:	MB 2012-1/372

Title:

Acknowledge receipt of one check totaling $497.20 from the State of Mississippi to the Hattiesburg Police Department, and authorize money to be placed in the Hattiesburg Police Department Forfeiture Fund.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Scan_Doc0016	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Tammy Leggett	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1216

Title

Acknowledge receipt of one check totaling $497.20 from the State of Mississippi to the Hattiesburg Police Department, and authorize money to be placed in the Hattiesburg Police Department Forfeiture Fund.

Summary

Forfeiture

STATE OF MISSISSIPPI
FORREST COUNTY
DEPOSITORY ACCOUNT

FORREST COUNTY BOARD OF SUPERVISORS
BancorpSouth
Hattiesburg, MS 39401
INFOLINE 1-888-797-7711

58-127/842
501

VOID AFTER 60 DAYS

041380
CHECK NO.
41380

Ref: 120-0114755 Claim No. 51

Four Hundred Ninety-Seven And 20/100 Dollars

DATE	AMOUNT
7/24/2012	**$497.20**

PAY TO THE ORDER OF:
****
CITY OF HATTIESBURG POLICE FOR*******
ATTN: TINA PERKINS
POST OFFICE BOX 1898
HATTIESBURG MS 39403

AUTHORIZED SIGNATURE

[redacted]

DETACH THIS PORTION. RETAIN FOR YOUR RECORDS

STATE OF MISSISSIPPI FORREST COUNTY HATTIESBURG, MISSISSIPPI 39401 DEPOSITORY ACCOUNT

Account	Check Date	Description	Invoice	Amount
[redacted]	7/24/2012	MICHAEL MILLER	46875	240.00
		OLIVER JACKSON	46874	257.20
			Total	497.20

POLICE FORF FUND #19

SEIZED PROPERTY FORFEITURES

A/R 019019.3323

City of Hattiesburg, MS

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

Master

File Number: 2012-1229

File ID:	2012-1229	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/04/2012
Brief Title:	Frat House Hattiesburg LLC Donation			**Final Action:**	
				Minute Book Number:	MB 2012-1/372

Title:

Acknowledge donation from Frat House Hattiesburg LLC, in the amount of Three Hundred Dollars and zero cents ($300.00) to the City of Hattiesburg Fire Department
to be placed in the Municipal Fire Protection fund to purchase fire protection equipment, etc.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Frat House Donation 2012, Frat House Donation 2012	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Linda Montgomery	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1229

Title

Acknowledge donation from Frat House Hattiesburg LLC, in the amount of Three Hundred Dollars and zero cents ($300.00) to the City of Hattiesburg Fire Department
to be placed in the Municipal Fire Protection fund to purchase fire protection equipment, etc.

Summary

Budget Information

Expenditure Type

Donation

Purchasing Item

Publication Information

FRAT HOUSE HATTIESBURG LLC 02/10
6068 U S Highway 98 Ste 1272
Hattiesburg, MS 39402

2043
85-543/653

DATE 9/14/12

PAY TO THE ORDER OF HFD Permit Account $ 300 -

Three Hundred DOLLARS

Security Features Details on Back.

REGIONS

FOR 9/11

MP

⑈00002043⑈ ⑆065305436⑆ 0119297084⑈

No. 50921
10/04/12

City of Hattiesburg

300.00

RECEIVED FROM FRAT HOUSE HATTIESBURG LLC
THREE HUNDRED AND 00/100 ********** Dollars
Check - Number 2043 300.00

ACCOUNT OF DONATION

005005.3469

FOR CREDIT OF: C/005 H'Burg Mun. Fire Protection

Deputy Tax Collector

FRAT HOUSE HATTIESBURG LLC 02/10
6068 U S Highway 98 Ste 1272
Hattiesburg, MS 39402

2043
85-543/653

DATE 9/14/12

PAY TO THE ORDER OF HFD Permit Account $ 300 -

Three Hundred DOLLARS

Security Features Details on Back.

REGIONS

FOR 9/11

MP

⑈00002043⑈ ⑆065305436⑆ 0119297084⑈

No. 50921
10/04/12

City of Hattiesburg

300.00

RECEIVED FROM FRAT HOUSE HATTIESBURG LLC
THREE HUNDRED AND 00/100 ********** Dollars
Check - Number 2043 300.00

ACCOUNT OF DONATION

005005.3469

FOR CREDIT OF: C/005 H'Burg Mun. Fire Protection

Deputy Tax Collector

City of Hattiesburg, MS

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

Master

File Number: 2012-1227

File ID:	2012-1227	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/04/2012
Brief Title:	2012 SMAA Expenditure Report			**Final Action:**	
				Minute Book Number:	MB 2012-1/372

Title:
Acknowledge receipt of 2011-2012 Expenditure Report from SMAA for Ceramics Program

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	2012 SMAA Expenditures	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Ann Jones	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1227

Title
Acknowledge receipt of 2011-2012 Expenditure Report from SMAA for Ceramics Program

Summary
Agreement

Budget Information
002315.6049

Expenditure Type
Regular Purchase

Purchasing Item
2010-6/427-428

Publication Information

SOUTH MISSISSIPPI Art ASSOCIATION, INC.

P.O. BOX 15713 • HATTIESBURG, MS 39404-5713 • www.southmsart.org

September 25, 2012

City of Hattiesburg Recreation Department

The following is the accounting of funds spent for Sculpture, Pottery & Ceramics Class, by the South Mississippi Art Association for the period October 1, 2011 through September 30, 2012:

Check #	Date	Paid to	Description	Amount
			Contract Labor	
4795	10/11/11	Ben Watts	10/01/11-10/15/11	$ 500.00
4798	10/25/11	Ben Watts	10/16/11-10/31/11	$ 500.00
4802	11/15/11	Ben Watts	11/01/11-11/15/11	$ 500.00
4803	11/15/11	Ben Watts	11/16/11-11/30/11	$ 500.00
4805	11/21/11	Ben Watts	12/01/11-12/15/11	$ 500.00
4806	11/21/11	Ben Watts	12/16/11-12/31/11	$ 500.00
4835	01/17/12	Ben Watts	01/01/12-01/15/12	$ 500.00
4837	01/25/12	Ben Watts	01/16/12-01/31/12	$ 500.00
4840	02/07/12	Ben Watts	02/01/12-02/16/12	$ 500.00
4841	02/23/12	Ben Watts	02/16/12-02/29/12	$ 500.00
4842	03/07/12	Ben Watts	03/01/12-03/15/12	$ 500.00
4843	03/23/12	Ben Watts	03/16/12-03/31/12	$ 500.00
4848	04/01/12	Ben Watts	04/01/12-04/15/12	$ 500.00
4852	04/26/12	Ben Watts	04/16/12-04/30/12	$ 500.00
4853	05/08/12	Ben Watts	05/01/12-05/15/12	$ 500.00
4854	05/24/12	Ben Watts	05/16/12-05/31/12	$ 500.00
4858	06/12/12	Ben Watts	06/01/12-06/15/12	$ 500.00
4862	06/27/12	Ben Watts	06/16/12-06/30/12	$ 500.00
4864	07/12/12	Ben Watts	07/01/12-07/15/12	$ 500.00
4866	07/29/12	Ben Watts	07/16/12-07/31/12	$ 500.00
4867	08/14/12	Ben Watts	08/01/12-08/15/12	$ 500.00
4871	08/27/12	Ben Watts	08/16/12-08/31/12	$ 500.00
4874	09/13/12	Ben Watts	09/01/12-09/15/12	$ 500.00
4875	09/25/12	Ben Watts	09/16/12-09/30/12	$ 500.00
			Other Expenditures	
4863	07/05/12	Dogwood Ceramic Supply	purchase of pottery wheel	$ 551.05
4873	09/13/12	Bobby Walters (Sam's Club)	purchase of tables	$ 481.31
			Total	**$ 13,032.36**

Bobby Walters
Community Liaison
South Mississippi Art Association

City of Hattiesburg, MS

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

Master

File Number: 2012-1242

File ID:	2012-1242	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/09/2012
Brief Title:	Approve Specifications and Authorize Publication of Advertisement for Term Bid Items #13 - Sodium Fluorasilicate and #14 - Sodium Fluoride for the Hattiesburg Water Department			**Final Action:**	
				Minute Book Number:	MB 2012-1/372

Title:

Approve Specifications and Authorize Publication of Advertisement for Term Bid Items #13 - Sodium Fluorasilicate and #14 - Sodium Fluoride for the Hattiesburg Water Department for the period beginning November 21, 2012.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	10-16-Advertise Water Term Bids 13,14.pdf, executed 10-16-Advertise Water Term Bids 13,14	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1242

Title

Approve Specifications and Authorize Publication of Advertisement for Term Bid Items #13 - Sodium Fluorasilicate and #14 - Sodium Fluoride for the Hattiesburg Water Department for the period beginning November 21, 2012.

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bid Items #13 - Sodium Fluorasilicate and #14 - Sodium Fluoride for the Hattiesburg Water 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, November 15, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies for the Hattiesburg Water Department during the period beginning November 21, 2012 to-wit:

ITEM #13 **SODIUM FLUORASILICATE**

ITEM #14 **SODIUM FLUORIDE**

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 16th day of October, 2012

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(S E A L)

SPECIFICATIONS FOR ITEM #13: SODIUM FLUORASILICATE FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Sodium Fluorasilicate, which meets or exceeds the following specifications, to-wit:

Sodium Fluorasilicate, $Na_2 SiF_6$ powder form, white in color

Must meet current AWWA B701-84 specifications:
In fifty (50) pound bags

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

Delivery shall be accomplished using a flat bed trailer to accommodate use of a ground level forklift for unloading pallets.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on November 21, 2012, and ending March 31, 2013, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within five (5) working days from issuance of purchase order**, within the hours of 7:00 A.M. and 2:00 P.M., freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, November 15, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the 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
SODIUM FLUORASILICATE -
HATTIESBURG WATER DEPARTMENT, ITEM #13
SUBMITTED BY 10:00 A.M. NOVEMBER 15, 2012

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 16th day of October A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
WATER DEPARTMENT

ITEM #13 - SODIUM FLUORASILICATE FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
50 LB. BAGS (PRICE PER 50 LB BAG)	

_____
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

SPECIFICATIONS FOR ITEM #14: SODIUM FLUORIDE FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Sodium Fluoride, which meets or exceeds the following specifications, to-wit:

Sodium Fluoride, NaF granular form, white in color

Must meet current AWWA B701-84 specifications:
In fifty (50) pound bags

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

Delivery shall be accomplished using a flat bed trailer to accommodate use of a ground level forklift for unloading pallets.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on November 21, 2012, and ending March 31, 2013, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within five (5) working days from issuance of purchase order**, within the hours of 7:00 A.M. and 2:00 P.M., freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, November 15, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the 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
SODIUM FLUORIDE -
HATTIESBURG WATER DEPARTMENT, ITEM #14
SUBMITTED BY 10:00 A.M. NOVEMBER 15, 2012

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 16th day of October A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
WATER DEPARTMENT

ITEM #14 - SODIUM FLUORIDE FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
SODIUM FLUORIDE-50 LB. BAGS(PRICE PER 50LB BAG)	

_____
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

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, November 15, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies for the Hattiesburg Water Department during the period beginning November 21, 2012 to-wit:

ITEM #13 **SODIUM FLUORASILICATE**

ITEM #14 **SODIUM FLUORIDE**

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 16th day of October, 2012

CITY OF HATTIESBURG, MISSISSIPPI

BY: Tedi P. Myers
CITY CLERK

(SEAL)

SPECIFICATIONS FOR ITEM #13: SODIUM FLUORASILICATE FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Sodium Fluorasilicate, which meets or exceeds the following specifications, to-wit:

Sodium Fluorasilicate, $Na_2 SiF_6$ powder form, white in color

Must meet current AWWA B701-84 specifications:
In fifty (50) pound bags

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

Delivery shall be accomplished using a flat bed trailer to accommodate use of a ground level forklift for unloading pallets.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on November 21, 2012, and ending March 31, 2013, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within five (5) working days from issuance of purchase order**, within the hours of 7:00 A.M. and 2:00 P.M., freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, November 15, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the 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
SODIUM FLUORASILICATE -
HATTIESBURG WATER DEPARTMENT, ITEM #13
SUBMITTED BY 10:00 A.M. NOVEMBER 15, 2012

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 16th day of October A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
WATER DEPARTMENT

ITEM #13 - SODIUM FLUORASILICATE FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
50 LB. BAGS (PRICE PER 50 LB BAG)	

_____
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

SPECIFICATIONS FOR ITEM #14: SODIUM FLUORIDE FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Sodium Fluoride, which meets or exceeds the following specifications, to-wit:

Sodium Fluoride, NaF granular form, white in color

Must meet current AWWA B701-84 specifications:
In fifty (50) pound bags

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

Delivery shall be accomplished using a flat bed trailer to accommodate use of a ground level forklift for unloading pallets.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on November 21, 2012, and ending March 31, 2013, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within five (5) working days from issuance of purchase order**, within the hours of 7:00 A.M. and 2:00 P.M., freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, November 15, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the 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
SODIUM FLUORIDE -
HATTIESBURG WATER DEPARTMENT, ITEM #14
SUBMITTED BY 10:00 A.M. NOVEMBER 15, 2012

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 16th day of October A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
WATER DEPARTMENT

ITEM #14 - SODIUM FLUORIDE FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
SODIUM FLUORIDE-50 LB. BAGS(PRICE PER 50LB BAG)	

_____
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: 2012-1241

File ID:	2012-1241	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/09/2012
Brief Title:	Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #36 - Asphalt (Hot Mix) and Sand Asphalt for the Hattiesburg Public Services Department			**Final Action:**	
				Minute Book Number:	MB 2012-1/372

Title:

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #36 - Asphalt (Hot Mix) and Sand Asphalt for the Hattiesburg Public Services Department for the period beginning November 21, 2012.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	10-16-Advertise PS Term Bid 36.pdf, executed 10-16-Advertise PS Term Bid 36	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1241

Title

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #36 - Asphalt (Hot Mix) and Sand Asphalt for the Hattiesburg Public Services Department for the period beginning November 21, 2012.

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #36 - Asphalt (Hot Mix) and Sand Asphalt for the Hattiesburg Public Services 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, November 15, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies for the Hattiesburg Public Services during the period beginning November 21, 2012 to-wit:

ITEM #36 **ASPHALT (HOT MIX) AND SAND ASPHALT**

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 16th day of October, 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(S E A L)

SPECIFICATIONS FOR ITEM #36: ASPHALT (HOT MIX) AND SAND ASPHALT FOR THE PUBLIC SERVICES DEPARTMENT

Bidder shall quote per unit for the following:

Hot Plant Mix Asphalt Bituminous per ton
Hot Plant Mix Asphalt Leveling per ton
Hot Plant Mix Asphalt Binder per ton
Hot Plant Mix Asphalt Surface (SC-1) per ton
Hot Plant Mix Asphalt Surface (SC-2) per ton
Hot Plant Mix Asphalt Surface Contractor's Mix per ton
Hot Plant Mix Asphalt Sand Mix, MSHD (SC-4) per ton
EA-4 for tack per gallon

Hot Plant Mix Asphalt shall meet Mississippi Standard Specifications for State Aid Road and Bridge Construction 1990 Edition or latest revisions. Hot Plant Mix Asphalt shall conform to the requirements set out in Section S-401. S702.091 Tables "A" and "B", S-403.03. A laboratory with necessary equipment will be provided for testing asphalt at the plant at no additional cost, and records of test will be furnished to the City upon request.

Sand Asphalt shall be in accordance wit MSHD Specifications for SC-4 except at Minimum Stability (500 lbs Minimum Stability)

DELIVERY: F.O.B. dumped in City trucks at Plant per ton. Contractor's plant shall be within ten (10) miles of Public Works office located at 1200 James Street, Hattiesburg, Mississippi.

It is the intent of the City of Hattiesburg to award one contract for all items contained herein.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars ($1,000,000.00) for bodily injury and property damage.

Asphalt prices will be subject to fuel adjustments as per the 2004 edition of the Mississippi Department of Transportation "standard specifications for Road and Bridge Construction," Section 109.07 of said specifications.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on November 21, 2012, and ending March 31, 2013, items to be purchased as required.

SEALED bids will be received until 10:00 A.M., Thursday, November 15, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the 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
ASPHALT (HOT MIX) AND SAND ASPHALT
PUBLIC SERVICES DEPARTMENT, ITEM #36
SUBMITTED BY 10:00 A.M. NOVEMBER 15, 2012

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 16th day of October A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
PUBLIC SERVICES DEPARTMENT

ITEM #36 - ASPHALT (HOT MIX) AND SAND ASPHALT FOR THE PUBLIC SERVICES DEPARTMENT {SIX (6) MONTH BID}

ITEMS	"AT THE PLANT" UNIT BID PRICE
HOT MIX ASPHALT BITUMINOUS BASE	TON
HOT MIX ASPHALT LEVELING	TON
HOT MIX ASPHALT BINDER	TON
HOT MIX ASPHALT SURFACE (SC-1)	TON
HOT MIX ASPHALT SURFACE (SC-2)	TON
HOT MIX ASPHALT SURFACE CONTRACTORS MIX	TON
HOT MIX ASPHALT SAND MIX, MSHD (SC-4)	TON
EA-4, FOR TACK	GAL
TOTAL	

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

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, November 15, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies for the Hattiesburg Public Services during the period beginning November 21, 2012 to-wit:

ITEM #36 **ASPHALT (HOT MIX) AND SAND ASPHALT**

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 16th day of October, 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Tiddie R. Myers
CITY CLERK

(S E A L)

SPECIFICATIONS FOR ITEM #36: ASPHALT (HOT MIX) AND SAND ASPHALT FOR THE PUBLIC SERVICES DEPARTMENT

Bidder shall quote per unit for the following:

Hot Plant Mix Asphalt Bituminous per ton
Hot Plant Mix Asphalt Leveling per ton
Hot Plant Mix Asphalt Binder per ton
Hot Plant Mix Asphalt Surface (SC-1) per ton
Hot Plant Mix Asphalt Surface (SC-2) per ton
Hot Plant Mix Asphalt Surface Contractor's Mix per ton
Hot Plant Mix Asphalt Sand Mix, MSHD (SC-4) per ton
EA-4 for tack per gallon

Hot Plant Mix Asphalt shall meet Mississippi Standard Specifications for State Aid Road and Bridge Construction 1990 Edition or latest revisions. Hot Plant Mix Asphalt shall conform to the requirements set out in Section S-401. S702.091 Tables "A" and "B", S-403.03. A laboratory with necessary equipment will be provided for testing asphalt at the plant at no additional cost, and records of test will be furnished to the City upon request.

Sand Asphalt shall be in accordance wit MSHD Specifications for SC-4 except at Minimum Stability (500 lbs Minimum Stability)

DELIVERY: F.O.B. dumped in City trucks at Plant per ton. Contractor's plant shall be within ten (10) miles of Public Works office located at 1200 James Street, Hattiesburg, Mississippi.

It is the intent of the City of Hattiesburg to award one contract for all items contained herein.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars ($1,000,000.00) for bodily injury and property damage.

Asphalt prices will be subject to fuel adjustments as per the 2004 edition of the Mississippi Department of Transportation "standard specifications for Road and Bridge Construction," Section 109.07 of said specifications.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on November 21, 2012, and ending March 31, 2013, items to be purchased as required.

SEALED bids will be received until 10:00 A.M., Thursday, November 15, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the 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
ASPHALT (HOT MIX) AND SAND ASPHALT
PUBLIC SERVICES DEPARTMENT, ITEM #36
SUBMITTED BY 10:00 A.M. NOVEMBER 15, 2012

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 16th day of October A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
PUBLIC SERVICES DEPARTMENT

ITEM #36 - ASPHALT (HOT MIX) AND SAND ASPHALT FOR THE PUBLIC SERVICES DEPARTMENT {SIX (6) MONTH BID}

ITEMS	"AT THE PLANT" UNIT BID PRICE
HOT MIX ASPHALT BITUMINOUS BASE	TON
HOT MIX ASPHALT LEVELING	TON
HOT MIX ASPHALT BINDER	TON
HOT MIX ASPHALT SURFACE (SC-1)	TON
HOT MIX ASPHALT SURFACE (SC-2)	TON
HOT MIX ASPHALT SURFACE CONTRACTORS MIX	TON
HOT MIX ASPHALT SAND MIX, MSHD (SC-4)	TON
EA-4, FOR TACK	GAL
TOTAL	

_____
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: 2012-1240

File ID:	2012-1240	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/09/2012
Brief Title:	Rescind Term Bid for Sports Shirts for the Hattiesburg Police Department; Advertise for same			**Final Action:**	
				Minute Book Number:	mb 2012-1/373

Title:

Rescind Term Bid for Sports Shirts for the Hattiesburg Police Department awarded to At Work Uniforms and McCain Uniforms and recorded as Minute Book #2012-1/203 due to the Specifications regarding embroidery being unclear; Approve Revised Specifications and Authorize Publication of Advertisement for Sports Shirts for the Hattiesburg Police Department for the period beginning November 21, 2012.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	10-16-Rescind and Advertise HPD Sports Shirts.pdf, executed 10-16-Rescind and Advertise HPD Sports Shirts	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1240

Title

Rescind Term Bid for Sports Shirts for the Hattiesburg Police Department awarded to At Work Uniforms and McCain Uniforms and recorded as Minute Book #2012-1/203 due to the Specifications regarding embroidery being unclear; Approve Revised Specifications and Authorize Publication of Advertisement for Sports Shirts for the Hattiesburg Police Department for the period beginning November 21, 2012.

Summary

Rescind Term Bid for Sports Shirts for the Hattiesburg Police Department; Advertise for same

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, November 15, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies during the period beginning November 21, 2012 and ending March 31, 2014, 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 16th day of October, 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(S E A L)

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:

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

511 #42056 tactical shirts. 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 November 21, 2012, and ending March 31, 2014, 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, November 15, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the 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. NOVEMBER 15, 2012

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 16th day of October A. D., 2012.

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,	
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

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, November 15, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies during the period beginning November 21, 2012 and ending March 31, 2014, 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 16th day of October, 2012.

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:

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

511 #42056 tactical shirts. 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 November 21, 2012, and ending March 31, 2014, 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, November 15, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the 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.

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SUBMITTED BY 10:00 A.M. NOVEMBER 15, 2012

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 16th day of October A. D., 2012.

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

HATTIESBURG POLICE DEPARTMENT

ITEM #16 - UNIFORMS FOR THE HATTIESBURG POLICE DEPARTMENT

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(EMBROIDERY FOR NET, DETECTIVE, H.I.T., K-9, CRIME SUPPRESSION TEAM,	
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: 2012-1239

File ID:	2012-1239	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/09/2012
Brief Title:	Chain Park Portable Restrooms Authorization for Bid			**Final Action:**	
				Minute Book Number:	mb 2012-1/373

Title:

Approve Specifications for Chain Park Portable Restroom Facility, and Authorize advertisement for bids for same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Chain Park Portable Restroom Specs, executed Chain Park Portable Restroom Specs	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Ann Jones	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1239

Title

Approve Specifications for Chain Park Portable Restroom Facility, and Authorize advertisement for bids for same.

Summary

Authorization for Advertisement

Budget Information

082285.7215.01 & 002300.7295.43

Expenditure Type

Budgeted Item

Purchasing Item

Sealed Bid

Publication Information

10-19-12 & 10-26-12

PROPOSAL AND CONTRACT DOCUMENTS
FOR

CHAIN PARK RESTROOMS

FOR THE

CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI
FORREST COUNTY

2012

PREPARED BY

NEEL-SCHAFFER
Solutions you can build upon

CONTENTS

CHAIN PARK RESTROOMS

CITY OF HATTIESBURG, MISSISSIPPI

Request for Proposals 00030
Instructions to Interested Equipment Suppliers 00100
Proposal 00300
Contract Forms 00500
Special Provisions and Regulations Stipulated by HUD
Attachments for Federal Labor Standards Provisions
Federal Labor Standards
MDA Certifications and Assurances
Special Conditions 1-1
Shop Drawings, Product Data and Samples 2-1

Portable Restroom Trailer Specification 13124

REQUEST FOR PROPOSALS

CHAIN PARK RESTROOM

CITY OF HATTIESBURG, MISSISSIPPI

Sealed proposals will be received by the City of Hattiesburg, Mississippi, located at 200 Forrest Street, Hattiesburg, Mississippi 39401 until 10:00am, Local Time, November 8, 2012, for supplying design, engineering and fabrication for a portable restroom trailer.

Equipment delivery time shall be stated in the bid proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the city of Hattiesburg, Mississippi prior to the hour and date hereinbefore designated. No interested equipment supplier may withdraw his bid within 90 days after the actual date of the opening thereof.

Copies of the Instructions to Interested Equipment Suppliers, Proposal Forms, and Contract Documents may be procured at office of the Engineer.

The City of Hattiesburg is an Equal Opportunity Employer. The City of Hattiesburg hereby notifies all interested equipment suppliers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Copies of the Instructions to Bidders, Bid Forms and Contract Specifications may be procured at the office of the Engineer, Neel-Schaffer located at 704 Hardy Street, Hattiesburg, Mississippi 39401 between the hours of 8:00 A.M. and 5:00 P.M., Local Time, Monday through Friday, upon payment of $50.00 for each set, which will not be refunded. Checks are to be made payable to the Engineer.

The City of Hattiesburg reserves the right to reject any and all proposals and to waive any informalities or irregularities therein.

BY: _____
Eddie Myers, City Clerk
City of Hattiesburg, Mississippi

Advertisement Dates: 10-19-12
10-26-12

INSTRUCTIONS TO INTERESTED EQUIPMENT SUPPLIERS

CHAIN PARK RESTROOMS

CITY OF HATTIESBURG, MISSISSIPPI

CONTENTS

1. Coordination of Specifications 00100-2
2. Date and Place of Opening of Proposals 00100-2
3. Form for Proposals 00100-2
4. Evaluation of Proposals 00100-3
5. Certificate of Responsibility 00100-3
6. Annual License to Bid 00100-3
7. Charges for Proposals, Plans and Specifications 00100-3
8. Omissions and Discrepancies 00100-3
9. Addenda 00100-3
10. Interpretations 00100-3
11. Bid Security 00100-4
12. General Information 00100-4
13. Rejection of Proposal 00100-4
14. Conditions of Work 00100-4
15. Security for Faithful Performance 00100-4
16. Insurance 00100-4
17. Subcontractors 00100-4
18. Method of Award - Lowest Responsive Bidder 00100-4
19. Obligation of Bidder 00100-4
20. Subsurface Data 00100-5
21. Execution of Contract 00100-5
22. Interchangeable Terms 00100-5
23. Qualifications of Bidder, Owner's Rights 00100-5
24. Materials and Equipment 00100-5

1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents including the Special Provisions and Regulations Stipulated by HUD and the MDA Certifications and Assurances attached and made a part of these Contract Documents.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Request for Proposals."

The City of Hattiesburg, Mississippi, herein called "Owner" reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective equipment supplier.

3. FORM FOR PROPOSALS

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

City Clerk
City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

The outside of the envelope containing the Proposal shall bear the inscription:

SEALED BID FOR: CHAIN PARK RESTROOM
CITY OF HATTIESBURG, MISSISSIPPI

BY _____(Equipment Supplier).

The duplicate Proposals shall be in the form of one original Proposal, marked “ORIGINAL” and one photocopy (Xerox or similarly reproduced copy) marked ‘PHOTOCOPY” of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. EVALUATION OF PROPOSALS

During the evaluation performed by the Engineer and Owner after receipt of proposals, the Owner may request a list of similar projects and references and a detailed list of the components that make up the evaporator equipment and utilize this information to analyze the proposal prior to entering into contracts.

5. CERTIFICATE OF RESPONSIBILITY (Not Used)

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective equipment suppliers may obtain Proposal forms including one copy of Contract Documents from the City of Hattiesburg.

8. OMISSIONS AND DISCREPANCIES

Should an equipment supplier find discrepancies, errors or omissions in the Contract Documents, or should he be in doubt as to the correctness of the details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date and time set for receipt of Proposals, the right is reserved, as the interests of the Owner may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective equipment suppliers who have registered with the Engineer as receiving Contract Documents for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices contained in the Proposal, or both, the date set for receipt of Proposals may be postponed to enable equipment suppliers to revise their proposals. In such case, the Addendum or Addenda will include an announcement of the new date and time set for receipt of Proposals.

10. INTERPRETATIONS

No oral interpretation made to any interested equipment suppliers as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Contract Documents shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective equipment vendors in the form of an Addendum. The Contract Documents contains the provisions required for the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the equipment supplier or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY (Not Used)

12. GENERAL INFORMATION

Interested equipment suppliers shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws and tax liabilities which may in any manner affect their proposals and the prosecution of the work.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, incomplete proposals, erasures or irregularities of any kind.

14. CONDITIONS OF WORK

Each equipment supplier must inform himself fully of the conditions relating to the Project. Failure to do so will not relieve a successful entity of his obligation to furnish equipment necessary to carry out the provisions of his Contract.

15. SECURITY FOR FAITHFUL PERFORMANCE (Not Used)

16. INSURANCE

The equipment supplier shall be required to carry $2,000,000 in liability insurance. Proof of insurance coverage shall be submitted within five (5) business days from written acceptance of the Proposal.

17. SUBCONTRACTORS

Interested equipment providers are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD

The Owner will award the Contract to the entity viewed to offer the best value to the Owner. The award will be based on the evaluation of the total bid as decided upon by the Owner.

The evaluation of the Proposals will be based on whether the equipment provider (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; (5) such other factors as may be considered under State law, Federal law or regulation, (6) has prior experience in furnishing, design engineering and fabrication of evaporator equipment, and (7) has satisfied the Owner his proposed portable restroom trailer design meets the requirements of this specification.

19. OBLIGATION OF EQUIPMENT PROVIDERS

At the time of the opening of Proposals, each equipment provider will be presumed to have read and

to be thoroughly familiar with the Plans and Contract Documents (including all Addenda) and is knowledgeable to the requirements and intent of the overall project.

The failure or omission of any equipment provider to examine any form, instrument or document shall in no way relieve any that entity from any obligation in respect to his Proposal. The submission of a Proposal shall be accepted as prima facie evidence that entity has inspected the site and is familiar with the Contract Documents.

20. SUBSURFACE DATA (Not Used)

21. EXECUTION OF CONTRACT

If the successful Equipment Provider is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the equipment supplier or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms, "City of Hattiesburg, Mississippi" and "Owner" and "Engineer" are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms Contract Drawings and Plans, are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the equipment supplier to perform the work, and the equipment supplier shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by or investigation of such equipment supplier fails to satisfy the Owner that the entity is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the selected Equipment Supplier to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents

PROPOSAL

CHAIN PARK RESTROOMS

CITY OF HATTIESBURG, MISSISSIPPI

CONTENTS

Bidder's Proposal 00300-2

Prices Bid and Approximate Quantities 00300-3

Bidder's Corporate Declaration 00300-6

Non-Collusion Affidavit 00300-7

PROPOSAL

CHAIN PARK RESTROOMS

CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

_____
(Address of Bidder)

For design engineering and fabrication of the portable restroom trailer.

The documents on which this Proposal is based include the Instructions to Interested Equipment Suppliers, Proposal Forms, Contract Documents, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

TO: CHAIN PARK RESTROOM
CITY OF HATTIESBURG, MISSISSIPPI

Gentlemen:

The following Proposal is submitted on behalf of the undersigned and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned, certify that I (we) have carefully examined the and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed design and construction and fully understand all conditions relative to difficulties, hazards, labor, transportation and all other factors affecting the design and operation of the equipment covered by this Proposal.

In accordance with the requirements of the Instructions to Interested Equipment Suppliers, Proposal Forms, Contract Documents, and any Addenda, I (we) propose to furnish design engineering and fabrication of the evaporator equipment called for by the Contract Documents within the delivery times stated in this Proposal.

The following is my (our) itemized proposal for the Project.

BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

CHAIN PARK RESTROOM

CITY OF HATTIESBURG, MISSISSIPPI

PROPOSED PRICES AND APPROXIMATE QUANTITIES

Pay Item	Description	Quantity	Unit	Total Item Cost
1.0	Portable Restroom Trailer	1	LS	

TOTAL PROPOSED AMOUNT: _____

CHAIN PARK RESTROOM

CITY OF HATTIESBURG, MISSISSIPPI

CONTRACT TIME	DELIVERY TIME
The delivery of the portable restroom trailer to the Chain Park Site (912 East 8th Street, Hattiesburg, MS 39401) shall be listed in calendar days from Notice-to-Proceed in the next column.	
The portable restroom trailer supplier shall submit drawings or a list that will give all necessary information for the erection of the portable restroom trailer and to verify the scope of work. The drawings will also contain but not limited to the restroom fixtures, lighting fixtures, electrical components, and mechanical components. The portable restroom trailer supplier shall submit to the Owner color, pattern and material availability for all finishes that have such options. Bidder's time (in calendar days from Notice-to-Proceed) to submit the above shall be listed in weeks in the next column.	

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time specified from the date of the Notice to Proceed.

Bidder acknowledges receipt of the following Addenda:

No. _____ Dated _____ No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____

Respectfully Submitted,

_____
Equipment Vendor

By: _____
Title

_____

_____
Address

CORPORATE DECLARATION

(TO BE FILLED IN IF EQUIPMENT SUPPLIER IS A CORPORATION)

Date:_____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names, titles and business addresses of the executives are as follows:

_____	_____
President	Secretary
_____	_____
_____	_____
_____	_____
Treasurer	
_____	_____
_____	_____
_____	_____

DECLARATION OF PARTNERSHIP

(To be filled in if the Equipment Supplier is a Partnership)

Our Partnership is composed of the following individuals:

_____	_____
_____	_____
_____	_____
Address	Address

NON-COLLUSION AFFIDAVIT

CHAIN PARK RESTROOMS

CITY OF HATTIESBURG, MISSISSIPPI

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE PROPOSAL TO BE CONSIDERED)

STATE OF _____)
) ss.
COUNTY OF _____)

_____ being first duly sworn,
(Person)
deposes and says that he is _____

_____

_____
(Sole owner, a partner, president, secretary, etc.)

of_____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; 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 of that of any other bidder, or to secure any advantage against the Owner, or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

_____
Affiant

Sworn to and subscribed before me this _____day of _____, 20_____.

_____
Notary Public in and for

_____County, _____State

(SEAL)

My Commission Expires
_____, 20_____.

CONTRACT FORMS

CHAIN PARK RESTROOMS

CITY OF HATTIESBURG, MISSISSIPPI

CONTENTS

Contract 00500-2

Notice of Award 00500-5

Notice to Proceed 00500-7

Certificate of Sufficiency 00500-8

Contract Change Order 00500-9

CONTRACT

CHAIN PARK RESTROOMS

CITY OF HATTIESBURG, MISSISSIPPI

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Vendor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The VENDOR will design, construct, and deliver all equipment in strict accordance with the Contract Documents and the Contract Drawings.

2. The Vendor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the stipulated contract time unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The contract time shall be ____ _____ consecutive calendar days.

3. The term "CONTRACT DOCUMENTS" means and includes Request for Proposals, Instructions to Interested Equipment Suppliers, Bidder's Proposal, Contract, Contract Documents, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.

4. The Vendor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the city of Hattiesburg, Mississippi, or its authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the city of Hattiesburg, for which the Owner hereby agrees to pay and the Vendor agrees to accept a sum of money in current funds equal to the contract amount of

   _____ (_____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Vendor assuming all risks of every kind and description in the performance of this Contract.

5. The Vendor shall protect, indemnify and save harmless the city of Hattiesburg, Mississippi from and against any and all damage, loss, claims, judgments or expenses, including but not

limited to reasonable attorney's fees, which the city of Hattiesburg, Mississippi may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.

6. The Vendor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Vendor which are directly pertinent to the Project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Vendor agrees to insert an identical clause in any and all subcontracts.

7. The Owner will pay to the Vendor in the manner and at such times and amounts as set forth in the Contract Documents.

8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Vendor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Vendor and the Owner may withhold any payments to the Vendor until such time as the exact amount of damages due the Owner from the Vendor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in **five** counterparts, each of which shall be deemed an original on the date first above written.

CITY OF HATTIESBURG, MISSISSIPPI	**VENDOR**
BY _____	**BY** _____
ATTEST _____	**ATTEST** _____
(Seal)	**(Seal)**

Date: _____

TO: _____

RE: CHAIN PARK RESTROOMS
CITY OF HATTIESBURG, MISSISSIPPI

NOTICE OF AWARD

Gentlemen:

The City of Hattiesburg, Mississippi has considered the Proposal submitted by you for the above referenced Work in response to its Request for Proposals and Instructions to Interested Equipment Suppliers.

You are hereby notified that your Proposal has been accepted in the amount of $_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the City of Hattiesburg, Mississippi the required certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms. Please return all five copies of these documents to the City of Hattiesubrg, P.O. Box 1898., Hattiesburg, MS 39403-1898.

You are required by the General Conditions to submit to the City of Hattiesburg an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Mayor Johnny L. DuPree, Ph.D.

Sincerely,

Neel-Schaffer, Inc.

Cc: Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by_____this, the _____day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date

To: _____

Attention: _____

RE: CHAIN PARK RESTROOM
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within the stipulated contract time from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____.
.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Johnny L. DuPree, Ph.D.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____day

of _____, 20_____.

By_____

Title_____

CERTIFICATE OF SUFFICIENCY

CHAIN PARK RESTROOMS

CITY OF HATTIESBURG, MISSISSIPPI

I, _____,CHIEF LEGAL OFFICER FOR THE CITY OF HATTIESBURG, MISSISSIPPI, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS AGREEMENT, THE BONDS AND EVIDENCE OF INSURANCE OFFERED BY THE VENDOR AND FIND THEM TO BE PROPERLY EXECUTED, ADEQUATE AND SUFFICIENT.

_____

Date: _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

VENDOR: _____

DATE: _____

CHANGE ORDER NUMBER: ____ CONTRACT NUMBER: _____

REASON FOR CHANGE:_____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	$
CURRENT CONTRACT AMOUNT:	$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: _____ _____

ENGINEER DATE

ACCEPTED BY: _____ _____

VENDOR DATE

APPROVED BY: _____ _____

OWNER DATE

SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. **Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books**

   The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. **Termination of Contract For Cause**

   If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Contracted Party shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

   Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. **Termination for Convenience of the Grantee**

   The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Records

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of $100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

8. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such

personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or

Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,

3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the

greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the

term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-I *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

33. Third-Party Contracts

The Grantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,

2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

34. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any

individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

35. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

36. Environmental

The applicant will:

(1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and

(2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

(1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and

(2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

(1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register

of Historic Places that are subject to adverse effects of the proposed activities; and

(2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

(1) Focusing attention on the environment and health conditions in minority and low-income communities; and

(2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and

(3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

37. Uniform Relocation

It will comply with the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential antidisplacement and relocation assistance plan under Section 104(d)) of the Act.

38. Code of Standards of Conduct

It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

39. Hatch Act

It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq), which limits the political activity of employees.

40. Lead Based Paint

It will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.

41. Use of Influence

The chief elected official certifies, to the best of his or her knowledge and belief, that:

(1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

42. <u>Cost Overruns</u>

The subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the subgrantee.

ATTACHMENT FOR FEDERAL LABOR STANDARDS PROVISIONS

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR

Title 18, U.S.C., Section 874

(Replace Section 1 of the Act of June 13, 1934
(48 Stat. 948, 40 U.S.C., Sec. 276b)
pursuant to the Act of June 25, 1948, 62 Stat. 862)

* * * * *

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than $5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED
(48 Stat. 948, 62 Stat. 862, 63 Stat. 108,
72 Stat. 967, 40 U.S.C., Section 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provisions that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the proceeding week. Section 1001 to Title 18 (United States Code)shall apply to such statements.

* * * * *

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this party," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

TITLE 29 - LABOR

Subtitle A - Office of the Secretary of Labor
Part 3 - Contractor and Subcontractors on Public Building or
Public Work Financed in Whole or in Part by Loans or

Grants from the United States

Section 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under Section 2 of the Act of June 13, 1934, as amended (40 U.S.C., 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the college Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions (As used in the regulations in this part)

A. The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docs, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacturer or furnishing or materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacturer or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

B. The terms "construction," "prosecution," "completion," or "repair" means all types of work done on a particular building or work at the site thereof, including without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing and furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

C. The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is contracting party, regardless of whether title thereof is in a Federal Agency.

D. The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly to or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

E. Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

F. The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor, a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

G. The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and the district of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly Statement with respect to payment of wages.

A. As used in this Section, the term "employee" shall not apply to persons in classifications higher than that of Laborer or mechanic and those who are the immediate supervisors of such employees.

B. Each contractor or subcontractor engaged in the construction, prosecution completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR, Parts 3 and 5 during the proceeding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on Form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may

be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

C. The requirements of this Section shall not apply to any contract of $2,000 or less.

D. Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this Section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, January 4, 1964, as amended at 33 FR. 10186, July 17, 1968)

Section 3.4 Submission of Weekly Statements and the Preservation and Inspection of Weekly Payroll Records

A. Each weekly statement required under Section 3.3 shall be delivered by the Contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or state Agency in charge at the site of the building or work, or, if there is no representative of a Federal or State Agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

B. Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll Deductions Permissible without Application to or Approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without applications to and approval of the Secretary of Labor:

A. Any deduction made in compliance with the requirements of Federal, State or local law, such as Federal or state withholding income taxes and Federal social security taxes.

B. Any deduction of sums previously paid to the employee as a bonafide prepayment of wages when such prepayment is made without discount or interest. A "bonafide

prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

C. Any deduction of amounts required by court process to be paid to another, unless the deduction is a favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

D. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) the deduction is not otherwise prohibited by law; (2) it is either: (i) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, o ii) provided for in a bonafide collective bargaining agreement between the contractor or subcontract and representative of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

E. Any deduction contributing toward the purchase of United Sated Defense Stamps and Bonds when voluntarily authorized by the employee.

F. Any deduction required by the employer to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with federal and state credit union statutes.

G. Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies such as the American Red Cross.

H. Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds and similar charitable organizations.

I. Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

J. Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of Section 3 (m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under Section 51627(a) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section 3.5. The Secretary may grant permission whenever he finds that:

A. The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

B. The deduction is not otherwise prohibited by law:

C. The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bonafide collective bargaining agreement between the contractor or subcontractor and representatives of its employees: and

D. The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the Approval of the Secretary of Labor.

Any application for the making of payroll deductions under Section 3.6 shall comply with the requirements prescribed in the following paragraphs of this Section:

A. The application shall be in writing and shall be addressed to the Secretary of Labor.

B. The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

C. The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Section 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

D. The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from those wages the proposed deductions would be made.

E. The applications shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon Applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Section 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited Payroll Deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Section 3.6 are prohibited.

Section 3.10 Methods of Payment of Wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations Part of Contract.

All contracts made with respect to the construction, prosection, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, use Section 5.5(a) of this subtitle.

STATE OF MISSISSIPPI

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient)	DATE
	PROJECT NUMBER (if any)
c/o	PROJECT NAME

1. The undersigned, having executed a contract with _____ _____ for the construction of the above-identified project, acknowledges that:

   (a) The Labor Standards provisions are included in the aforesaid contract;

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

   (a) Neither he nor any firm, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).

   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

   (a) The legal name and the business address of the undersigned are:

   (b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP:	(3) A CORPORATION ORGANIZED IN THE STATE OF:
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

   (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

Continued

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(if none, so state)*:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are *(if none, so state)*:

NAME	ADDRESS	TRADE CLASSIFICATION

_____
(Contractor)

Date _____

By _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever..... makes, passes, utters, or publishes any statement, knowing the same to be false .... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

CONTRACTOR

SECTION 3 PLAN FORMAT

_____ agrees to implement the
(Name of Contractor)
following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of_____.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of the local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

*D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

*E. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in on a Section 3 covered project area.

F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.

I. To appoint or recruit and executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

J. To list on Table A, information related to any subcontracts that may be awarded.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of _____
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

_____
Signature

_____
Title
Date

_____
Signature

_____
Title
Date

*Loans, grants, contracts and subsidies for less than $10,000 will be exempt.

PROPOSED SUBCONTRACT BREAKDOWN

TABLE A

FOR THE PERIOD COVERING_____ THRU _____
(Duration of the CDBG-Assisted Project)

Column 1 Type of Contract (Business of Profession)	Column 2 Total Number of Contracts	Column 3 Total Approximate Dollar Amount	Column 4 Estimated Number of Contracts to Project Area Businesses*	Column 5 Estimated Dollar Amount to Project Area Businesses*

_____

Company

_____

Project Name Project Number

*The Project Area is coextensive with the Town of _____ boundaries.

ESTIMATED PROJECT WORKFORCE BREAKDOWN

TABLE B

Column 1 Total JOB CATEGORY	Column 2 Number of Estimate Positions	Column 3 Number of Positions Currently Occupied by Permanent Employees	Column 4 Number of Positions Not Currently Occupied	Column 5 Positions to be filled with L.I.P.A.R.*
_____	_____	_____	_____	
Officers/ Supervisors	_____	_____	_____	
Professionals	_____	_____	_____	
Technicians	_____	_____	_____	
Housing Sales/ Rental/Mgmt.	_____	_____	_____	
Office Clerical	_____	_____	_____	
Service Workers	_____	_____	_____	
Others	_____	_____	_____	
TRADE:				
Journeymen	_____ _____	_____		
Helpers	_____	_____	_____	
Apprentices	_____	_____	_____	
Maximum No. of Trainees	_____	_____	_____	
Others	_____	_____	_____	
TRADE:				
Journeymen	_____ _____	_____		
Helpers	_____	_____	_____	
Apprentices	_____	_____	_____	
Maximum No. of Trainees	_____	_____	_____	
Others	_____	_____	_____	
TRADE:				
Journeymen	_____ _____	_____		
Helpers	_____	_____	_____	
Apprentices	_____	_____	_____	
Maximum No. of				

Trainees	_____	_____	_____
Others	_____	_____	_____
TOTAL	_____	_____	_____

_____

Company

*Lower Income Project Area residents. Individuals residing within the Town of _____ whose family income does not exceed 90% of the median income in the SMSA.

CERTIFICATION OF NON-SEGREGATED FACILITIES

* * * * *

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/He certifies further that s/he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms; work areas; rest rooms and wash rooms; restaurants and other eating areas; time clocks; locker rooms; and other storage or dressing areas; parking lots; drinking fountains; recreation or entertainment areas; and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. S/He further agrees that (except where s/he has obtained identical certifications from proposed subcontractors for specific time periods) s/he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

_____

Signature Date

_____

Name and Title of Signer (Please Type)

CERTIFICATION OF BIDDER REGARDING SECTION 3

AND SEGREGATED FACILITIES

_____ _____

Name of Prime Contractor Project Name & Number

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract.

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).

(c) No segregated facilities will be maintained.

_____

Name & Title of Signer (Print or Type)

_____ _____

Signature Date

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. 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 regulations issued 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 equivalents 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 l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); 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 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 29 CFR 5.5(a)(1)(ii) 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 be easily seen by the workers.

(ii) (a) 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee 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 HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) 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.

(iii) 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.

(iv) 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.)

2. Withholding. HUD or its designee 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 Davis-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 the work, all or part

of the wages required by the contract, HUD or its designee 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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 correct 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 Section l(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 l(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 is financially responsible, and 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 cost 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). 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, DC 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.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or 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 29 CFR Part 3;

(3) 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.

(c) 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 subparagraph A.3.(ii)(b).

(d) 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.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee 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.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 at 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) 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 and Training Administration. The ratio of trainees 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. Trainees 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 work actually performed. In addition, any trainee 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. 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, 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 this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. 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

9. 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor 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 forth in subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CERTIFICATIONS/ASSURANCES

Certifications for applicants, waiver and alternative requirement. Section 91.325 of title 24 Code of Federal Regulations is waived. Each applicant must make the following certifications prior to receiving a CDBG disaster recovery grant:

a. The applicant certifies that it will affirmatively further fair housing, which means that it will use the States analysis to identify impediments to fair housing choice within the applicants area, take appropriate actions to overcome the effects of any impediments identified through the States analysis, and maintain records reflecting the actions taken in this regard. (See 24 CFR 570.487(b)(2)(ii).)

b. The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.

c. The applicant certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

d. The applicant certifies it possesses the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.

e. The applicant certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for this grant.

f. The applicant certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

g. The applicant certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 and 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).

h. The applicant certifies that it is complying with each of the following criteria:

   (1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure in the most impacted and distressed areas related to the consequences of the Gulf Coast hurricanes of 2005 in communities included in Presidential disaster declarations.

   (2) The applicant will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless

1) disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or

2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).

i. The applicant certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

j. The applicant certifies that they have adopted and is enforcing:

(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

k. The applicant certifies that it has the capacity to carry out disaster recovery activities in a timely manner.

l. The applicant certifies that is will not use CDBG Disaster Recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps unless it also ensures that the action is designed or midified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55.

m. The applicant certifies that it will comply with applicable laws.

SECTION 1

SPECIAL CONDITIONS

PART 1 GENERAL

1.01 REQUIREMENTS

A. The following Special Conditions consist of special requirements which shall apply to this project and to the Contractor executing the work.

B. The information contained in these special conditions and technical specifications shall supersede information contained in NSPE, EDA, CDBG or SRF General Conditions if any found elsewhere herein.

C. **SAFETY IS A PROJECT REQUIREMENT.** The selected equipment Vendor shall be responsible for providing Safety equipment and or methods necessary for the safe prosecution of the work by his personnel and the personnel of any sub-contractors, as well as providing safe access and site conditions to all elements of the project for the Owner, Engineer and their representatives. Such safety requirements shall meet guidelines as contained in OSHA and U.S. Department of Health and Human Services (National Institute for Occupational Safety and Health) (NIOSH) publication sections relative to the work contemplated herein.

D. PAYMENTS TO EQUIPMENT VENDOR: The Owner will pay to the Vendor the cost as stated in the contract documents commiserate with delivery, setup and performance testing as stated in the specifications.

1.02 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

A. The Vendor will execute and provide to the Engineer within fourteen (14) calendar days following execution of the contract a compliance statement where required.

B. Such compliance form shall be provided by the Engineer.

1.03 LEAD BASED PAINT

A. Use of lead based paint on the project is prohibited.

1.04 SCHEDULE

A. The Vendor shall deliver to Owner a completed portable restroom unit in the time limitations as specified in the contract documents unless an extension thereof is granted by the OWNER.

1.05 REVIEW OF THE WORK

A. The OWNER may send Representatives to the site of the Vendor to periodically review the progress of the Vendor and to verify the Vendor's progress. These Representatives will not be authorized to revoke, alter, enlarge or relax the provisions of these Contract Documents, nor to delay the fulfillment of this Contract by failure to inspect materials and work with reasonable promptness.

B. The presence of a Representative of the OWNER shall in no way lessen the responsibility of the Vendor for full compliance with the requirements of these Contract Documents.

1.06 TIME FOR COMPLETION

A. It is hereby understood and mutually agreed, by and between the Vendor and the OWNER, that the date of beginning and the time for completion as specified hereunder are ESSENTIAL CONDITIONS of the Contract; and it is further mutually agreed that the Work embraced in this Contract shall be commenced on or before a date to be specified in a written "NOTICE TO PROCEED".

B. The Vendor agrees that said Work shall be prosecuted regularly and diligently without interruption at such rate of progress as will ensure full completion thereof within the time specified.

C. It is expressly understood and agreed, by and between the Vendor and the OWNER, that the time for the completion of the Work described in a specific Work Order is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

1.07 CORRECTION OF DEFECTIVE WORK AFTER FINAL ACCEPTANCE

A. The Vendor hereby agrees to make, at his own expense, repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, which become evident within three (3) years after the date of substantial completion. The Vendor further assumes responsibility for warranty periods for work and materials provided by subcontractors or manufacturers of specific equipment and components of supplied unit. The effective date for the start of the guarantee or warranty period is defined as the date of substantial completion established by the ENGINEER in the Certificate of Substantial Completion.

1.08 CLOSEOUT SUBMITTALS

A. Waivers and Liens Affidavit.

B. Surety Release.

C. Labor and Material Warranty.

D. **Certification Statement that material incorporated into the project meets or exceeds specification requirements of the Contract.**

E. Operating and Maintenance Data, Instructions to Owner's Personnel: As specified in Contract Documents or ordered by the Engineer.

F. Spare Parts and Maintenance Materials: As specified in Contract Documents or ordered by the Engineer.

SECTION 2

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Submit Shop Drawings, Product Data and Samples required by Contract Documents.

B. Submit six (6) bound copies to Engineer for review unless otherwise specified.

1.02 SHOP DRAWINGS

A. Drawings shall be presented in a clear and thorough manner.

1.03 PRODUCT DATA

A. Preparation:
   1. Clearly mark each copy to identify pertinent products.
   2. Show performance characteristics and capacities.
   3. Show dimensions and clearances required.
   4. Show wiring or piping diagrams and controls as necessary.

B. Manufacturer's standard schematic drawings and diagrams: 1) Modify drawings and diagrams to delete information which is not applicable to the work; 2) Supplement standard information to provide information specifically applicable to the work.

1.04 SAMPLES

A. Office samples shall be adequate to clearly illustrate: 1) Functional characteristics of the product, with integrally related parts and attachment devices; 2) Full range of color, texture, pattern, operation, use, etc.

1.05 SUBMISSION REQUIREMENTS

A. Transmittal Letter and Submittals:

   1. Use transmittal forms acceptable to the Engineer.
   2. One copy only, with each item completed, is required for each submittal.

      a. Submittals tendered with incomplete "Transmittal Letters" will be returned for resubmission.

B. Number of submittals required:

1. Shop Drawings: Submit the number of opaque reproductions which the Contract Documents require, but in no case less than six (6) copies. Three (3) copies of each will be retained by the Engineer for the project files. Three (3) copies will be stamped, indicating any additional requirements, and returned to the Vendor.

1.07 RESUBMISSION REQUIREMENTS

A. Make any corrections or changes in the submittals required and resubmit until approved.

B. Shop Drawings and Product Data

1. Revise initial drawings or data, and resubmit as specified for the initial submittal.

2. Indicate changes which have been made other than those requested by the Engineer.

C. Samples: Submit new samples as required for initial submittal.

1.08 ENGINEER'S DUTIES

A. Review submittals with reasonable promptness and in accord with project schedule. Affix stamp and initials or signature, and indicate requirements for resubmittal, or review of submittal.

B. Return submittals to Contractor for distribution or for resubmission.

END OF SECTION

SECTION 13124
TECHNICAL SPECIFICATIONS FOR A PORTABLE RESTOOM TRAILER FOR THE CITY OF HATTIESBURG

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Provide design, engineering, equipment, labor, materials, and incidentals specified and required to furnish a complete and ready-to-use portable restroom trailer. The technical requirements will include the following:

1. Trailer Unit Size – Provided trailer unit shall be 32' (+/- 4") in length by 8'-6" (+/- 4") in width and no more than 11' (+/- 4") in height.
2. Trailer Frame – Trailer frame shall be constructed of 4'x10' structural steel I-Beam and shall include a rear bumper.
3. Hitch – Trailer hitch shall be removable and consist of a main connector beam with 2 side brace beams and a coupler capable of accepting a 2-5/16" ball. Hitch shall be equipped with a tongue-mounted frame jack capable of supporting 8.000-12,000 lbs.
4. Leveling Jacks – Trailer unit shall be supplied with four (4) leveling jacks rated at 7,000 lb. capacity.
5. Axle – 7,000 lb. axle with six (6) stud hubs and electric brakes.
6. Tires – ST 235/80/R16 L.R. radial tires. One (1) spare tire shall be included and mounted on unit.
7. Floor Framing – 1.5" x 1.5" x 11 gauge steel tubing floor joists at 16" o.c..
8. Floor Construction – Single piece, 1" undercoated flooring with subflooring.
9. Floor Finishing – Single piece, seamless vinyl charcoal/grey TPO floor covering.
10. Wall & Ceiling Framing – 2" x 6" studs at 16" o.c. - 87" ceiling height.
11. Exterior Walls – 0.040 Filon laminated fiberglass. Color availability selections to be submitted and determined by Owner
12. Interior Walls – 0.040 Filon laminated fiberglass. Color availability selections to be submitted and determined by Owner.
13. Ceiling – 0.040 Pebbleboard seamless ceiling (R-13 insulation rating)
14. Roof – 0.045 TPO membrane roof
15. Doors – 2" x 6" framing, pre-finished smooth Filon (color to match exterior walls). Entry/Exit doors shall be 40" x 78" to be compliant with ADA requirements.
16. Interior Finishes:
    - Poplar finished baseboard and corner trim with coordinated slate laminate countertops
    - Floor-to-ceiling, powder coated, steel stall partitions and privacy stall doors (color options submitted to Owner for selection) with satin nickel lever handles.

- Ceiling painted standard white.

17. Restroom Fixtures:
    - Toilets: Full flush ceramic toilets with flush assist (1.1 GPF/4.0 LPF)
        - Men's restroom shall contain on (1) ADA compliant private stall with compliant fixtures, one (1) standard private stall and three (3) urinals with privacy dividers
        - Women's restroom shall contain on (1) ADA compliant private stall with compliant fixtures, three (3) standard private stalls
    - Urinals: Wall-hung, porcelain with metered flush valve
    - Lavatory: Finished poplar with matching full length, trimmed mirror and porcelain sinks with metered water faucets (satin nickel finish).
        - Both men's and women's restrooms shall include one (1) ADA compliant sink and mirror with compliant fixtures
        - Both men's and women's restrooms shall include two (2) sinks in vanity and mirrors.
    - Dispensers: Paper and soap dispensers shall be included. All dispensers shall be ADA compliant.
18. Lighting Fixtures:
    - Industrial rated fluorescent fixtures in restroom areas and mechanical room.
    - Exterior LED fixtures at each exit door and mechanical room door.
19. Electrical:
    - Interior conductors, connections, conduits and other miscellaneous requirements to provide electrical service for all interior electrical fixtures.
    - Provide direct 110V service with 50A plug. Conductor shall be 15' (min.) from interior panel box to plug termination. Conductor shall be able to be removed from power supply and retracted into trailer during transport.
    - Two (2) auxiliary GFI outlets in men's and women's restrooms
    - Two (2) outlets in mechanical room
    - 20A panel boxes (number as required)
20. Mechanical:
    - Provide 6.0 gallon electric water heater to be located in mechanical room.
    - Provide two (2) 13,500 BTU roof mounted A/C units with heat strips.
    - Provide sewer service connection with 3" banjo dump valve.
    - Provide 1" water service connection.
    - Pipe, connections, and other miscellaneous requirements to provide plumbing service to all interior plumbing fixtures at 80 psi.

21. Miscellaneous:

- Provide D.O.T. approved running lights, brake lights and license plate mounting bracket and license plate light.
- Exterior doors, wall and floor insulation to R-13 insulation rating.

1.02 SUBMISSION OF MATERIALS

A. The restroom trailer supplier shall submit to the Owner color, pattern and material availability for all finishes that have such options.

1.03 MISCELLANEOUS EQUIPMENT VENDORS OPTIONS

A. Toilets – Mansfield, Sealand, Vetus, Jabsco

B. Urinals – Mansfield, Toto, Kohler

C. Soap Dispensers – Kohler, Toto, American Specialties

D. Paper Dispensers – AJW, Bobrick, Vandal-Stop

E. A/C Units – Coleman, Duo-Therm, Carrier

F. Hot Water Heater – Atwood, Camco

1.04 DELIVERY

A. The delivery of the completed Portable Trailer Restroom unit to the project site shall be listed in the Bid Proposal.

1.05 WARRANTY

A. Portable Restroom Supplier shall provide a warranty against all defects in materials and workmanship for a period of three (3) years. The warranty shall begin from the date of acceptance of delivery by the City of Hattiesburg.

B. Warranties for individual appliance and building component items shall be per manufacturer.

1.06 PERFORMANCE GUARANTEE

A. The Portable Restroom supplier must perform a performance guarantee test once the portable restroom trailer has been delivered and connected to the various utilities. This test will be performed with a portable restroom trailer supplier representative on site to witness the test. If the performance test fails it will be the portable restroom trailer supplier's responsibility to correct the non-performance issue(s) at its expense within a reasonable length of time.

PART 2 - PRODUCTS – NOT APPLICABLE

PART 3 - EXECUTION - NOT APPLICABLE

-END OF SECTION-

REQUEST FOR PROPOSALS

CHAIN PARK RESTROOM

CITY OF HATTIESBURG, MISSISSIPPI

Sealed proposals will be received by the City of Hattiesburg, Mississippi, located at 200 Forrest Street, Hattiesburg, Mississippi 39401 until 10:00am, Local Time, November 8, 2012, for supplying design, engineering and fabrication for a portable restroom trailer.

Equipment delivery time shall be stated in the bid proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the city of Hattiesburg, Mississippi prior to the hour and date hereinbefore designated. No interested equipment supplier may withdraw his bid within 90 days after the actual date of the opening thereof.

Copies of the Instructions to Interested Equipment Suppliers, Proposal Forms, and Contract Documents may be procured at office of the Engineer.

The City of Hattiesburg is an Equal Opportunity Employer. The City of Hattiesburg hereby notifies all interested equipment suppliers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Copies of the Instructions to Bidders, Bid Forms and Contract Specifications may be procured at the office of the Engineer, Neel-Schaffer located at 704 Hardy Street, Hattiesburg, Mississippi 39401 between the hours of 8:00 A.M. and 5:00 P.M., Local Time, Monday through Friday, upon payment of $50.00 for each set, which will not be refunded. Checks are to be made payable to the Engineer.

The City of Hattiesburg reserves the right to reject any and all proposals and to waive any informalities or irregularities therein.

BY Eddie R. Myers

Eddie Myers, City Clerk
City of Hattiesburg, Mississippi

Advertisement Dates: 10-19-12
10-26-12

City of Hattiesburg, MS

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

Master

File Number: 2012-1234

File ID:	2012-1234	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/08/2012
Brief Title:	Acknowledge Privilege License Report for September 2012			**Final Action:**	
				Minute Book Number:	mb 2012-1/373

Title:

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

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	New License.Sept, Renewal Pl.Sept, PL.Sept	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Marilyn Schwandt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1234

Title

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

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0121844	35.00		2 BROTHERS GRILL - HATTIESBURG LLC 5317 OLD HWY 11, STE 14 HATTIESBURG, MS 39402
0121853	45.00		REDBOX AUTOMATED RETAIL, LLC 2603 OAK GROVE RD. OAKBROOK TERRACE, IL 60181
0121931	20.00		DAILY DEALS 6981 LINCOLN RD., STE 20 HATTIESBURG, MS 39402
0121944	20.00		THE LOTUS DOWNTOWN 221 WEST PINE ST HATTIESBURG, MS 39401
0121946	20.00		PATRIOT PROWASH 147 98 PLACE BLVD, STE 35 MAGNOLIA, MS 39652
0121955	45.00		AIR COMFORT SYSTEMS, INC 301 W PRESLEY BLVD MCCOMB, MS 39648
0121956	20.00		TRANSITIONAL LEARNING CENTER 6054 HWY 49 HATTIESBURG, MS 39402
0121957	20.00		T J AUTO REPAIR 2800 EDWARDS ST HATTIESBBURG, MS 39401
0121959	20.00		SHRED-IT 5630 IRON WORKS ROAD OAKVILLE, ONTARIO, CA 39401
0121965	20.00	5.80	ALLSTAR RECOVERY 634 BRADY RD NATCHEZ, MS 39122
0121969	250.00		STRATUS ENTERPRISES INC DBA SPIRIT 3818 HARDY STREET MONROE, LA 71202
0121983	20.00		GREG PRINE CONSULTING LLC 612 N MAIN ST HATTIESBURG, MS 39401
0121984	20.00		ARDY'S AUTO SPA 6487 HWY 49 NORTH HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0121985	30.00		ABUNDANCE OF JOY LEARNING CENTER 104 N. 39TH AVE HATTIESBURG, MS 39402
0121988	45.00		GEORGIA BLUE 4404 HARDY ST MADISON, MS 39110
0121989	30.00		HEALTH PARTNERS, PA 1 LINCOLN PARKWAY, SUITE 302 HATTIESBURG, MS 39402
0121995	20.00		PLAN B SERVICES 724 LONG ST. HATTIESBURG, MS 39401
0122002	30.00		DANCE SOUTH, INC 6555 US HWY 98 WEST, STE 16 HATTIESBURG, MS 39402
0122007	20.00		ONEAL HOMES INC 342 BEAVER DAM RD MCHENRY, MS 39561
0122008	20.00		IMPRESSIONABLE TIMES 5431 HWY 42 HATTIESBURG, MS 39401
0122009	20.00		TIGER TIRES 2007 ROOSEVELT PETAL, MS 39465
0122010	20.00		ASIAN STATION 4600 HARDY ST., STE 17 HATTIESBURG, MS 39402
0122022	20.00	7.20	DOWN SOUTH AIRBRUSH CO LLC 1000 TURTLE CREEK MCCOMB, MS 39648
0122062	36.00		REGIONS BANK 1491 BROADWAY DRIVE HATTIESBURG, MS 39401
0122063	20.00		D.A. DAVISON CONTRACTING, INC. 2404 BUCKHORN RUN DR. VALRICO, FL 33594
0122088	20.00		HUB CITY EMPLOYMENT INC. 201 NORTH 25TH AVE. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
26	886.00	13.00	

249	23,099.49	159.89

Total Collection For September

New Licenses	886.00
Renewed Licenses	23,099.49
Penalties	172.89
Grand Total	24,158.38

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0121819	45.00		PIZZA INN 5040 HARDY ST. STE 30 GREENWOOD, MS 38930
0121820	150.00		H'BURG HEALTH & REHAB CENTER, LLC 514 BAY STREET HATTIESBURG, MS 39401
0121821	35.00		EASTSIDE FOOD STORE 600 EASTSIDE AVE HATTIESBURG,, MS 39401
0121822	35.00		LEE'S BAR-B-Q. & GROCERY 2830 EDWARDS STREET HATTIESBURG, MS 39401
0121823	80.00		C.L. DEWS FOUNDRY & MACHINE CO, INC 1600 EDWARDS ST. HATTIESBURG, MS 39403
0121824	30.00		LORESCO, INC. 421 J M TATUM IND PARK DR. HATTIESBURG, MS 39401
0121825	150.00		WOMEN'S PAVILION OF SOUTH MS 39 FRANKLIN ROAD SUITE 300 HATTIESBURG, MS 39402
0121826	35.00		FAST FILL MINI MART 5517 HWY 42 BYPASS HATTIESBURG, MS 39401
0121827	30.00		MYERS UNDERGROUND LLC 408 RYAN RD. HATTIESBURG, MS 39401
0121828	150.00		JOS. A. BANK CLOTHIERS 6156 HWY 98 W, SUITE 70 H'BURG, MS HAMPSTEAD, MD 21074
0121829	45.00		THE COOPERTOWN CAFE 6414 HWY 98 W STE 60 SUMRALL, MS 39482
0121830	35.00		T N T FOOD STORE 314 BAY ST. HATTIESBURG, MS 39401
0121831	30.00		IMAGES SIGNS & NEON INC. 310 S 25TH AVE HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0121832	75.00		MELLOW MUSHROOM PIZZA BAKERS 6133 HWY 98 OCEAN SPRINGS, MS 39566
0121833	92.50		PETSMART, INC. #625 6143 HWY 98 SUITE 50 PHOENIX, AZ 85080
0121834	20.00	4.20	HOPKINS ANTIQUES & COLLECTIBLES 5360 HWY 49 HATTIESBURG, MS 39402
0121835	20.00		HOPKINS ANTIQUES & COLLECTIBLES 5360 HWY 49 HATTIESBURG, MS 39402
0121836	20.00		GARNER ELECTRIC 17 WESTLEY DR. PETAL, MS 39465
0121837	165.00		RITE AID #7218 4400 WEST HARDY ST. HARRISBURG, PA 17105
0121838	35.00		CUCOS RESTAURANT 6104 HWY 49 SOUTH HATTIESBURG, MS 39401
0121839	45.00		CHEDDAR'S CASUAL CAFE 6163 U S HWY 98 IRVING, TX 75063
0121840	20.00		DIVA STYLES 1513 HARDY ST. HATTIESBURG, MS 39404
0121841	45.00		REDBOX AUTOMATED RETAIL, LLC 2507 HARDY ST OAKWOOD TERRACE, IL 60181
0121842	45.00		REDBOX AUTOMATED RETAIL,LLC 7060 HWY 49 OAKBROOK TERRACE, IL 60181
0121843	30.00		REST INN & SUITES 900 BROADWAY DR. HATTIESBURG, MS 39401
0121845	35.00		NASSER 980 BEER & TOBACCO 1818 BROADWAY DR. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0121846	30.00		STS FILING PRODUCTS, INC. 130 REDUS STREET H'BURG, MS MONTGOMERY, AL 36104
0121847	815.00		WALGREENS #05307 6130 HWY 49 DEERFIELD, IL 60015
0121848	15.00		WALGREENS #07579 5093 HARDY STREET, HATTIESBURG, MS DEERFIELD, IL 60015
0121849	165.00		RED LOBSTER #858 4670 HARDY ST. ORLANDO, FL 32869
0121850	120.00		LONGHORN STEAKHOUSE OF HATTIESBURG 4503 HARDY ST ORLANDO, FL 32869
0121851	150.00		OLIVE GARDEN ITALIAN RESTAURANT 4505 HARDY STREET ORLANDO, FL 32869
0121852	20.00		R & S AIR CONDITION & ELECTRIC 123 KING ROAD HATTIESBURG, MS 39402
0121854	20.00		REGG JOHNSON DIGITAL PHOTOGRAPHY 104 CHELSEA PLACE HATTIESBURG, NS 39402
0121855	50.00	5.50	BLOSSMAN GAS CO. INC. 1561 HWY 11 BY-PASS OCEAN SPRINGS, MS 39564
0121856	135.00		APPLEBEE'S NEIGHBORHOOD GRILL & BAR 3703 HARDY STREET BIRMINGHAM, AL 35216
0121857	20.00		BEAUTICONTROL 1321 HARDY STREET, SUITE B HATTIESBURG, MS 39401
0121858	35.00		SOUTHERN SEAFOOD 1005 E. HARDY ST HATTIESBURG, MS 39401
0121859	63.00		PAPITO'S MEXICAN GRILL 6140 HWY 98, SUITE 10 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0121860	30.00		RUSH OIL CO., INC. 523 NORTH MAIN ST. HATTIESBURG, MS 39403
0121861	45.00		PIZZA HUT #1181 580 WEATHERSBY ROAD PITTSBURG, KS 66762
0121862	20.00		SIGNATURE ONE REALTY, LLC 118 FAIRFIELD DR. HATTIESBURG, MS 39402
0121863	45.00		PEKING GARDEN CHINESE RESTAURANT 4700 HARDY ST., SUITE A NEW YORK, NY 10013
0121864	20.00		BROADWAY TRAILER PARK 2115 BROADWAY DR. HATTIESBURG, MS 39401
0121865	45.00		EDO SUSHI ASIAN CUISINE 6414 HWY 98 W #150 HATTIESBURG, MS 39402
0121866	20.00		NICK'S MOVING SERVICE 2106 HARDY ST. HATTIESBURG, MS 39401
0121867	35.00		NICK'S ICE HOUSE 2106 HARDY ST. HATTIESBURG, MS 39401
0121868	45.00		PIZZA HUT #2213 3610 W. HARDY ST PITTSBURG, KS 66762
0121869	45.00		PIZZA HUT #2228 1410 N. 31ST AVE PITTSBURG, KS 66762
0121870	20.00		DYE ELECTRIC CO. 344 PUMPING STATION RD PETAL, MS 39465
0121871	20.00	2.40	HIMANSHU MAKWANA, & ASSOC. DESIGNER 814 HILLENDALE DRIVE HATTIESBURG, MS 39402
0121872	800.00		BOOK-A-MILLION #431 4600 HARDY STREET BIRMINGHAM, AL 35219

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0121873	265.00		CORNER MARKET #9314 5266 OLD HWY 11 HATTIESBURG, MS 39404
0121874	30.00		GREAT SOUTHERN NATIONAL BANK 6232 US HWY 98 W HATTIESBURG, MS 39403
0121875	92.50		ANDERSON RUG MARKET 11 OFFICE PARK DR STE 30 HATTIESBURG, MS 39404
0121876	45.00		MUGSHOTS GRILL & BAR 204 N. 40TH AVE HATTIESBURG, MS 39402
0121877	20.00		THOMAS SIGN COMPANY 246 DAUPHINE ST. HATTIESBURG, MS 39401
0121878	35.00		THE KEG AND BARRELL 1315 HARDY STREET HATTIESBURG, MS 39401
0121879	75.00		CONESTOGA STEAK HOUSE 6313 US HWY 49 HATTIESBURG, MS 39401
0121880	20.00		MR. & MS HAIR STYLING 104 OLIVER AVE. HATTIESBURG, MS 39401
0121881	45.00		DEL SOL MEXICAN RESTAURANT LLC 560 WEATHERSBY ROAD SUITE 150 HATTIESBURG, MS 39402
0121882	135.00		LOGAN'S ROADHOUSE 6147 US HWY 98 NASHVILLE, TN 37204
0121883	105.00		HOOTERS OF HATTIESBURG 101 CARLISLE STREET HATTIESBURG, MS 39402
0121884	35.00		SAKE CAFE 24 CROSSCREEK PARKWAY SUITE 130 HATTIESBURG, MS 39402
0121885	50.00		FAMILY DOLLAR STORE #2488 1301 NORTH MAIN STREET CHARLOTTE, NC 28201

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0121886	165.00		RITE AID #7219 5916 U.S. HWY 49 S. HARRISBURG, PA 17105
0121887	30.00		CRIMSON ELECTRICAL CONTRACTOR 21 CRESTWICK CIRCLE HATTIESBURG, MS 39404
0121888	560.00		R J YOUNG OF MISSISSIPPI 130 JM TATUM INDUSTRIAL DRIVE NASHVILLE, TN 37204
0121889	35.00		MISSISSIPPI OIL #512 4201 HWY 49 NORTH HATTIESBURG, MS 39401
0121890	35.00		MISSISSIPPI OIL #513 2010 W. PINE ST. HATTIESBURG, MS 39401
0121891	35.00		MISSISSIPPI OIL #515 4401 W. HARDY ST. HATTIESBURG, MS 39401
0121892	35.00		MISSISSIPPI OIL #511 6417 HWY 49 NORTH HATTIESBURG, MS 39401
0121893	40.00		MISSISSIPPI OIL #527 5296 OLD HWY 11 STE. 6 HATTIESBURG, MS 39404
0121894	35.00		MISSISSIPPI OIL CO., INC. #514 4041 US HWY 11 HATTIESBURG, MS 39401
0121895	40.00		MISSISSIPPI OIL #526 2800 LINCOLN ROAD HATTIESBURG, MS 39404
0121896	35.00		MISSISSIPPI OIL INC.#523 6734 US HWY 49 HATTIESBURG, MS 39404
0121897	35.00		MISSISSIPPI OIL, INC.#516 4878 HWY 49 SOUTH HATTIESBURG, MS 39401
0121898	35.00		MISSISSIPPI OIL, INC.#517 5000 W. HARDY ST HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0121899	45.00		DAN'S CAFE 4878 HWY 49 SOUTH HATTIESBURG, MS 39403
0121900	35.00		MISSISSIPPI OIL INC. #529 2763 STE 40 OAK GROVE RD. HATTIESBURG, MS 39404
0121901	35.00		MISSISSIPPI OIL INC #531 6470 US HWY 98 HATTIESBURG, MS 39401
0121902	20.00	2.20	THE GOLD SPOT 3814 W 4TH ST STE 100 (SMOKEY'S) PURVIS, MS 39475
0121903	35.00		B & E'S WINE BAR 107 EAST FRONT STREET PETAL, MS 39465
0121904	20.00		LORI'S GIFTS #142 5001 HARDY STREET H'BURG, MS CARROLLTON, TX 75006
0121905	30.00		HATTIESBURG CLINIC, PA 1 LINCOLN PARKWAY #102 HATTIESBURG, MS 39401
0121906	35.00		GLORY BOUND GYRO COMPANY 6174 US HWY 49 SOUTH HATTIESBURG, MS 39401
0121907	48.00		BUFFALO WILD WINGS BAR & GRILL 3 CHURCHILL STREET BRANDON, MS 39042
0121908	30.00		TRIAD ISOTOPES - HATTIESBURG 4 WILLOW POINTE, #24 ORLANDO, FL 32811
0121909	33.00		WENDY'S #113 900 WESTOVER DR. MEMPHIS, TN 38103
0121910	36.00		WENDY'S OLD FASHIONED HAMBURGERS 2001 EDDY ST. MEMPHIS, TN 38103
0121911	30.00		WENDY'S OLD FASHIONED HAMBURGERS 1701 HARDY ST. MEMPHIS, TN 38103

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0121912	35.00		OUR PLACE 440 HOOD ROAD HATTIESBURG, MS 39401
0121913	20.00	2.40	ELLIEBEAUTY.COM 1208 HARDY ST (INSIDE BEAUTY MART) HATTIESBURG, MS 39401
0121914	35.00		DABBS STREET STOP 926 DABBS STREET HATTIESBURG, MS 39401
0121915	20.00	10.00	DABBS STREET ICE HUT 926 DABBS STREET HATTIESBURG, MS 39401
0121916	20.00	7.60	DABBS STREET ICE HUT 926 DABBS STREET HATTIESBURG, MS 39401
0121917	20.00	5.20	DABBS STREET ICE HUT 926 DABBS STREET HATTIESBURG, MS 39401
0121918	20.00	2.80	DABBS STREET ICE HUT 926 DABBS STREET HATTIESBURG, MS 39401
0121919	30.00		THE DEPOT COFFEE HOUSE & BISTRO 127 BUSCHMAN STREET, SUITE 50 HATTIESBURG, MS 39401
0121920	20.00	2.40	AMBASSADOR CONSTRUCTION 310 RUBY ST. HATTIESBURG, MS 39401
0121921	72.00		SONNY BOY'S VIP 912 B DABBS ST. HATTIESBURG, MS 39403
0121922	30.00		INSTITUTE FOR SPINAL PAIN TREATMENT 1 LINCOLN PARKWAY, SUITE 106 HATTIESBURG, MS 39402
0121923	45.00		GARFIELD'S RESTAURANT & PUB 1000 TURTLE CREEK DR. OKLAHOMA, OK 73120
0121924	20.00		DESIGNING HAIR SALON 6158 US HWY 49 HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0121925	3,070.00		CHUCK E. CHEESE'S 1000 TURTLE CREEK DR.STE 530 IRVING, TX 75062
0121926	165.00		O'CHARLEY'S # 254 4640 HARDY STREET NASHVILLE, TN 37229
0121927	165.00		TGI FRIDAY'S #0502 6153 US HWY 98 CARROLTON, TX 75007
0121928	35.00		STOP & SAVE #11 1801 BROADWAY DRIVE HATTIESBURG, MS 39401
0121929	35.00		FAST TRAC #16 6061 HARDY STREET HATTIESBURG, MS 39403
0121930	35.00		FAST TRAC #19 2782 OAK GROVE ROAD HATTIESBURG, MS 39403
0121932	30.00		REGIS HAIRSTYLISTS #2537 1000 TURTLE CREEK DR. MINNEAPOLIS, MN 55439
0121933	30.00		BYERS ENGINEERING COMPANY 301 W. PINE STREET, 2ND FL. H'BURG ATLANTA, GA 30328
0121934	250.00		GANDER MOUNTAIN INC 4501 HARDY STREET STE 100 ST PAUL, MN 55101
0121935	35.00		T-BONE RECORDS 2101 HARDY STREET HATTIESBURG, MS 39401
0121936	90.00		PLAID RHINO RESTAURANTS 122 CARLISLE DR. HATTIESBURG, MS 39402
0121937	45.00		GRAND CHINA BUFFET 560 WEATHERSBY ROAD #10 HATTIESBURG, MS 39402
0121938	20.00	2.40	THOMAS TIRE REPAIR 28 R.C. THOMAS ROAD HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0121939	90.00		KANGAROO EXPRESS #3385 7060 HWY 49N ATTN: KAISHA VANDERFER CARY, NC 27512
0121940	90.00		KANGAROO EXPRESS #3395 4050 HWY 11 S CARY, NC 27512
0121941	55.00		KANGAROO EXPRESS #3398 4607 HARDY ST CARY, NC 27512
0121942	77.50		KANGAROO EXPRESS #3399 4904 HARDY ST CARY, NC 27512
0121943	77.50		KANGAROO EXPRESS #3845 103 CAMPBELL LOOP CARY, NC 27512
0121945	35.00		CLUB XCLUSIVE 5729 HWY 49 SOUTH HATTIESBURG, MS 39401
0121947	45.00		THE MAGIC TOMATO 6424 HWY 98 STE 10 HATTIESBURG, MS 39402
0121948	35.00		KIKA'S #1 3802 W. 4TH STREET, #C H'BURG, MS ELLISVILLE, MS 39437
0121949	60.00		OSCAR'S MEXICAN GRILL & CANTINA 4400 HARDY ST. STE B5 & B6 HATTIESBURG, MS 39402
0121950	45.00		BROWNSTONE'S LLC 103 EAST FRONT ST. HATTIESBURG, MS 39401
0121951	92.50		AIRGAS USA, LLC 5706-A HWY 49 S MARIETTA, GA 30066
0121952	30.00		MIMI'S MAID SERVICE 4002 B O'FERRAL STREET HATTIESBURG, MS 39402
0121953	51.00		ARBY'S ROAST BEEF 6525 HWY 49 MANDEVILLE, LA 70448

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0121954	15.00		HILTON GARDEN INN 133 PLAZA DR HATTIESBURG, MS 39402
0121958	30.00	3.30	BETTIE'S ABC ADVANCED CHILD CARE 214 NORTH 35TH AVE. MCLAIN, MS 39456
0121960	37.50		END ZONE,LLC 2505 WEST 4TH ST. HATTIESBURG, MS 39402
0121961	20.00		MAGNOLIA SPECIALTY PHARMACY INC. 208 S 27TH AVE SUITE 4 HATTIESBURG, MS 39401
0121962	20.00		AUXILIUM SPECIALTY APOTHECARY 208 S. 27TH AVE SUITE 4 HATTIESBURG, MS 39401
0121963	20.00		GREAT SOUTHERN TITLE COMPANY 4600 HARDY ST. SUITE 5 HATTIESBURG, MS 39402
0121964	40.00		ANTBEES VENDING, LLC 118 BEECH RD CROSBY, MS 39633
0121966	20.00	3.40	ALLSTAR RECOVERY 634 BRADY RD NATCHEZ, MS 39122
0121967	815.00		CVS PHARMACY #3124 2507 HARDY ST WOONSOCKET, RI 02895
0121968	935.00		CVS PHARMACY #5744 3910 HARDY ST. WOONSOCKET, RI 02895
0121970	57.00		RAINBOW SIGNS INC 337 HWY 80 WEST JACKSON, MS 39201
0121971	87.00		TABELLA 3720 HARDY STREET, SUITE 23A HATTIESBURG, MS 39404
0121972	35.00		SEASONS LLC DBA ROCKET CITY DINER 6555 HWY 98 WEST STE 1 HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0121973	455.00		WINN DIXIE #1334 2800 LINCOLN RD JACKSONVILLE, FL 32203
0121974	395.00		WINN DIXIE #2626 4400 HARDY ST JACKSONVILLE, FL 32203
0121975	35.00		KEITH'S SUPERSTORE #135 5331 OLD HWY 11 HATTIESBURG, MS 39402
0121976	35.00		KEITH'S SUPERSTORE #150 6750 US HWY 49 HATTIESBURG, MS 39402
0121977	20.00		COMFORT SUITES 122 PLAZA DR. INDIANAPOLIS, IN 46241
0121978	30.00		DAVI NAILS 5901 US HWY 49 HATTIESBURG, MS 39401
0121979	35.00		THE WHARF GRILL & BAR 6333 HWY 49, STE 40 HATTIESBURG, MS 39401
0121980	200.00		OLD NAVY #3373 6143 HWY 98 #30 ALBUQUERQUE, NM 87125
0121981	35.00		SHELTON PLACE 815 1/2 EAST 7TH ST. HATTIESBURG, MS 39401
0121982	20.00	2.20	EAST SIDE AUTO REPAIR 612 EASTSIDE AVE. HATTIESBURG, MS 39101
0121986	20.00		GO YOUNG FASHIONS 2 111 S. 40TH AVENUE HATTIESBURG, MS 39402
0121987	20.00		SMITH HEATING AND A/C ROBERT E. BLOUNT DR. BASSFIELD, MS 39421
0121990	20.00		AAMCO TRANSMISSION 109 MAYFAIR DR. HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0121991	20.00		SOUTHERN SURGICAL ASSOCIATES 139 FAIRFIELD DRIVE HATTIESBURG, MS 39402
0121992	35.00		CEDAR COVE 7308 US HWY 49 NORTH SUMRALL, MS 39482
0121993	20.00		SOUTHERN UROLOGY, P.A. 139 FAIRFIELD DRIVE HATTIESBURG, MS 39402
0121994	30.00		SOUTHERN SURGERY WOUND CARE CLINIC 139 FAIRFIELD DRIVE HATTIESBURG, MS 39402
0121996	35.00		COMPADRE'S TAQUERIA & GRILL 1131 HARDY ST. LAUREL, MS 39440
0121997	35.00		TASTE 600 MAIN ST HATTIESBURG, MS 39401
0121998	345.00		CLUB MEMORIES 1720 NORTH 31ST AVE. HATTIESBURG, MS 39402
0121999	165.00		PURPLE PARROT/CRESCENT CITY GRILL 3810 HARDY ST. HATTIESBURG, MS 39404
0122000	20.00		A GALLERY & PLUMS 134 EAST FRONT STREET HATTIESBURG, MS 39403
0122001	50.00		SOUTHERN BEVERAGE CO. INC. 6992 HWY 49 NORTH HATTIESBURG, MS 39403
0122003	30.00		N.E.E.D.S. II 166 OLD AIRPORT RD HATTIESBURG, MS 39401
0122004	345.00		ROPERS 6428 HWY 49 N HATTIESBURG, MS 39404
0122005	50.00		TALBOTS #1160 6156 HIGHWAY 98 WEST SUITE E HINGHAM, MA 02043

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0122006	20.00		THE UPS STORE #4624 5891 HWY 49 S STE. 60 HATTIESBURG, MS 39402
0122011	20.00		CASH SOURCE OF HATTIESBURG, LLC 1404 WEST PINE ST. HATTIESBURG, MS 39401
0122012	20.00		CLARK & CLARK, ATTORNEYS PLLC 912 W. PINE ST. HATTIESBURG, MS 39403
0122013	20.00		WORKNET 2000, INC. SUITE 2 2018 HARDY ST METAIRIE, LA 70004
0122015	30.00		ELEDENT 1904 HARDY STREET HATTIESBURG, MS 39401
0122016	20.00		EDWARD JONES 605 CORRINE STREET ST LOUIS, MO 63131
0122017	1,535.00		TARGET STORE T-2055 6143 US HWY 98 SUITE 8D MINNEAPOLIS, MN 55440
0122018	10.00		ZOOM SYSTEMS 1000 TURTLE CREEK DRIVE SAN FRANCISCO, CA 94103
0122019	20.00		THERAPEUTIC KNEADS 332 N. 25TH AVE. HATTIESBURG, MS 39401
0122020	35.00		SHENANIGANS 2100 WEST PINE STREET HATTIESBURG, MS 39401
0122021	20.00		MATTIE'S BEAUTY SALON 224 STEPPS AVE. HATTIESBURG, MS 39401
0122023	20.00	4.80	DOWN SOUTH AIRBRUSH CO LLC 1000 TURTLE CREEK MCCOMB, MS 39648
0122024	30.00		J & J CAJUN GRILL 1000 TURTLE CREEK DRIVE STE 240 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0122025	1,680.00		SEARS, ROEBUCK AND CO. #1306 1000 TURTLE CREEK DR. HOFFMAN ESTATES, IL 60179
0122026	35.00		HANDY PANTRY # 9 2425 W.4TH ST. HATTIESBURG, MS 39402
0122027	20.00		LANDARC CONSULTING GROUP, INC 104 A BUSCHMAN ST HATTIESBURG, MS 39401
0122028	45.00		LITTLE TOKYO 3800 HARDY ST HATTIESBURG, MS 39402
0122029	30.00		HAIR WORX 6565 HWY 98 W HATTIESBURG, MS 39402
0122030	20.00		CAMPER CITY 7166 HWY 49 N HATTIESBURG, MS 39402
0122031	20.00		MEDICAL ANALYSIS 6333 US HWY 49 STE 10 BILOXI, MS 39535
0122032	20.00		JOHNSON & RATLIFF & HAYS, PLLC 1300 HARDY ST HATTIESBURG, MS 39404
0122033	20.00		GAIL MCINNIS PRODUCTION 84 FAIR LAKE DR. HATTIESBURG, MS 39401
0122034	20.00		DALEY CONSTRUCTION MANAGEMENT 425 CHOCKTAW ROAD CARSON, MS 39427
0122035	32.12		THE SPOT 1813 EDWARDS ST, STE 30 HATTIESBURG, MS 39401
0122036	20.00		LUXE NAIL SALON, LLC 6414 US HWY 98 WEST, STE 50 HATTIESBURG, MS 39402
0122037	20.00	2.40	R & J PLUMBING 304 NORTH OAK ST. HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0122038	20.00		EMERGENCY VETS 6335 US HWY 49 STE 40 HATTIESBURG, MS 39401
0122039	60.00		ROBERTS COMPANY, INC. 1612 ADELINE STREET HATTIESBURG, MS 39404
0122040	92.50		ADCOCK POOL SPA AND BILLIARDS 6192 US HWY 98 WEST ELLISVILLE, MS 39437
0122041	20.00		TWELVE OAKS ACCESSORY GARDEN, LLC 140 E FRONT ST HATTIESBURG, MS 39401
0122042	75.00		MCMULLAN EQUIPMENT CO. 401 BROADWAY D. HATTIESBURG, MS 39401
0122043	30.00		EYE EXAMINERS, INC 6117 US HWY 98 SYE 20 HATTIESBURG, MS 39404
0122044	20.00		IMPRESSIONS IN STONE, INC 113 NEWMAN ST. HATTIESBURG, MS 39401
0122045	30.00		DANIELL MOTORS, INC. 1500 BROADWAY DR. HATTIESBURG, MS 39402
0122046	25.00		SOUTHERN INTERIORS 6390 HWY 98 W. HATTIESBURG, MS 39402
0122047	20.00	4.20	FLOYD ELECTRIC 1204 GRAVELINE ST. HATTIESBURG, MS 39401
0122048	20.00		FLOYD ELECTRIC 1204 GRAVELINE ST. HATTIESBURG, MS 39401
0122049	96.25		QDOBA MEXICAN GRILL 3705 HARDY ST. STE 10 HATTIESBURG, MS 39402
0122050	20.00		SOUTHEAST AVIATION SERVICES, INC. H'BURG MUNICIPAL AIRPORT HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0122051	20.00		KING'S WINGS & DELI 2508 W 7TH ST HATTIESBURG, MS 39401
0122052	72.00		DOLEAC ELECTRIC CO. 1120 FINLO DR. HATTIESBURG, MS 39401
0122053	20.00		MAC'S TRIANGLE SERVICE 301 BROADWAY DR. HATTIESBURG, MS 39401
0122054	20.00	2.20	SLEEP NUMBER BY SELECT COMFORT 1000 TURTLE CREEK DR MINNEAPOLIS, MN 55442
0122055	72.00		PRIORITYONE BANK 6276 HWY 98 WEST HATTIESBURG, MS 39402
0122056	20.00		JAY JERNIGAN 631 MAIN ST. STE D HATTIESBURG, MS 39403
0122057	30.00		WALKER ASSOCIATES 2203 HARDY STREET HATTIESBURG, MS 39404
0122058	20.00		SCARLETT'S 3104 SOUTHAVEN DR. HATTIESBURG, MS 39402
0122059	20.00		HUB CITY BREAD COMPANY LLC 3705 HARDY ST, STE 20 HATTIESBURG, MS 39402
0122060	32.12		MAPLES STORE 6723 US HWY 49 HATTIESBURG, MS 39402
0122061	30.00		WESTGATE CLEANERS & LAUNDRY 108 S. 37TH AVE. HATTIESBURG, MS 39401
0122064	20.00		TOMMY'S ELECTRICAL & PLUMBING 107 NORTH FIRST ST. COLLINS, MS 39428
0122065	335.00		SPORTS 22 108 HALL AVENUE HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0122066	20.00	2.40	DOROTHY GILLIESPIE 307 KATIE AVENUE HATTIESBURG, MS 39401
0122067	30.00		CLAYTON HOMES #785 7325 HWY 49 NORTH MARYVILLE, TN 37802
0122068	36.00	24.84	SO. CENTRAL ROOFING & S/M INC. 810 SCOTT ST HATTIESBURG, MS 39401
0122069	36.00	20.52	SO. CENTRAL ROOFING & S/M INC. 810 SCOTT ST HATTIESBURG, MS 39401
0122070	36.00	16.20	SO. CENTRAL ROOFING & S/M INC. 810 SCOTT ST HATTIESBURG, MS 39401
0122071	36.00	11.88	SO. CENTRAL ROOFING & S/M INC. 810 SCOTT ST HATTIESBURG, MS 39401
0122072	36.00	7.56	SO. CENTRAL ROOFING & S/M INC. 810 SCOTT ST HATTIESBURG, MS 39401
0122073	36.00		SO. CENTRAL ROOFING & S/M INC. 810 SCOTT ST HATTIESBURG, MS 39401
0122074	39.00	4.29	MAGNOLIA AUTO BODY REPAIR 7510 US HWY 49 NORTH HATTIESBURG, MS 39402
0122075	150.00		MANHEIM MISSISSIPPI 7510 US HWY 49 NORTH HATTIESBURG, MS 39402
0122076	20.00	2.60	HOUSE PLAN ZONE LLC 5297 OLD HWY 11 SUITE 6 HATTIESBURG, MS 39401
0122077	210.00		THE GRAND THEATER 14 100 GRAND DRIVE NEW ORLEANS, LA 70112
0122078	20.00		MOORES LOCK & KEY LLC 408 NORTH STREET HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0122079	150.00		HATTIESBURG COCA-COLA BOTTLING CO. HWY 98 WEST HATTIESBURG, MS 39404
0122080	75.00		WATTS BROTHERS TRACTOR COMPANY 7061 US HWY 49 HATTIESBURG, MS 39402
0122081	20.00		MATERIAL GIRLS LLC 24 CROSSCREEK PKWY, STE 240 FLOWOOD, MS 39232
0122082	62.50		OWENS BUSINESS MACHINES, INC, 2108 HARDY ST. HATTIESBURG, MS 39401
0122083	30.00		DONNELL & COMPANY 301 S.40TH AVENUE HATTIESBURG, MS 39404
0122084	30.00		DOWN TOWN MEDICAL ASSOCIATES 511 WEST LAUREL AVE. HATTIESBURG, MS 39401
0122085	150.00		HATTIESBURG CLINIC P.A. 415 S. 28TH AVE. HATTIESBURG, MS 39401
0122086	57.00		HATTIESBURG CLINIC 104 MILLSAPS DR. HATTIESBURG, MS 39401
0122087	30.00		H'BURG CLINIC - DERMATOLOGY SOUTH 1 LINCOLN PARKWAY, SUITE 103 HATTIESBURG, MS 39401
0122089	20.00		CENTURY CONSTRUCTION 100 BANKSTON ARMS DR. OXFORD, MS 38655
0122090	20.00		WIREWORLD ELECTRICAL LLC 53 ROUSE RD HATTIESBURG, MS 39401
0122091	36.00		KOOL SMILES 3720 HARDY ST SUITE 23 MARIETTA, GA 30067
0122092	20.00		BANKS TECH. & PRINTING SOLUTIONS 4010 OFERRAL ST, STE 130 HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
September 2012

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0122093	20.00		AZTEC MOTORS 1500 C NORTH MAIN ST. LAUREL, MS 39440
0122094	20.00		ROTO ROOTER PLUMBING SERVICE 300 KANSAS LANE MONROE, LA 71203

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*

October 8, 2012

Mayor & Council
City of Hattiesburg

Attached is a copy of the Privilege License Report for the month of September. The breakdown for this month's collection is as follows:

New Licenses	$ 886.00
Renewed Licenses	$23,099.49
Penalties	$ 172.89

The grand total collected for September was **$24,158.38.**

Respectfully,

Marilyn Schwandt
Deputy City Clerk

City of Hattiesburg, MS

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

Master

File Number: 2012-1248

File ID:	2012-1248	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/09/2012
Brief Title:	Sale of Grave Spaces			**Final Action:**	
				Minute Book Number:	mb 2012-1/373

Title:
Approve sale of grave spaces per attached memo.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Cemetery Deeds- 10-16-12, Executed graves	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1248

Title
Approve sale of grave spaces per attached memo.

Summary
Grave Spaces

Budget Information

Expenditure Type

Purchasing Item

Publication Information

TO: CITY COUNCIL

FROM: Robert Harvey, General manager of Cemeteries

DATE: October 10, 2012

RE: Grave Sells

The following represents the grave space sells from September 10, 2012 through October 5, 2012:

Hilda Mae Ducksworth
(1) space $175.00
North Half (N1/2) of the Northwest Quarter (NW1/4)
Lot 56, Section 34, Highland Cemetery

George Jasper
(1) space $175.00
North Half (N1/2) of the Southwest Quarter (SW1/4)
Lot 37, Section 32, Highland Cemetery

Alecia Nicole Bates
(1) space $175.00
South Half (S1/2) of the Northwest Quarter (NW1/4)
Lot 42, Section 34, Highland Cemetery

Henrietta Anderson
(1) space $175.00
North Half (N1/2) of the Northwest Quarter (NW1/4)
Lot 43, Section 34, Highland Cemetery

J Ralph and Naomi Noonkester
(2) spaces $350.00
Northwest Quarter (NW1/4)
Lot 7, Section 30, Highland Cemetery

Linda S Jennings
(1) space $175.00
South Half (S1/2) of the Southwest Quarter (SW1/4)
Lot 59, Section 26, Highland Cemetery

Michael Yore
(2) spaces $350.00
Southwest Quarter (SW1/4)
Lot 93, Section 36, Highland Cemetery

Mose E Butchee
(1) space $175.00
North Half (N1/2) of the Northwest Quarter (NW1/4)
Lot 79, Section 36, Highland Cemetery

Annie J Barber
(1) space $175.00
South Half (S1/2) of the Southeast Quarter (SE1/4)
Lot 82, Section 37, Highland Cemetery

Stewart Patton
(3) spaces $525.00
Southeast Quarter (SE1/4) and South Half (S1/2) of the Northeast Quarter (NE1/4)
Lot 56, Section 35, Highland Cemetery

Nancy Ann Sanders
(1) space $175.00
North Half (N1/2) of the Northwest Quarter (NW1/4)
Lot 49, Section 34, 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 Hilda Mae Ducksworth . subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Northwest Quarter(NW 1/4)

Lot Number:56 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto George Jasper , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Southwest Quarter(SW 1/4)

Lot Number:37 Section Number:32

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 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Alecia Nicole Bates , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Northwest Quarter(NW 1/4)

Lot Number:42 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Henrietta Anderson . subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Northwest Quarter(NW 1/4)

Lot Number:43 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, J Ralph & Naomi Noonkester, 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 7 Section 30

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 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Linda S Jennings , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southwest Quarter(SW 1/4)

Lot Number:59 Section Number:26

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 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Michael Yore, 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 93 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 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Moses E Butchee , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Northwest Quarter(NW 1/4)

Lot Number:79 Section Number:36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Annie J Barber . subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southeast Quarter(SE 1/4)

Lot Number:82 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 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars ($525.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Stewart Patton, 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) & South Half (S 1/2)
Of
Lot: 56 Section: 35

Northwest Quarter(NW 1/4)

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing three (3) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Nancy Ann Sanders . 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 Northgwest Quarter(NW1/4)

Lot Number:49 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Hilda Mae Ducksworth . subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Northwest Quarter(NW 1/4)

Lot Number:56 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
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 George Jasper , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Southwest Quarter(SW 1/4)

Lot Number:37 Section Number:32

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 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

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 Alecia Nicole Bates , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Northwest Quarter(NW 1/4)

Lot Number:42 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI KENDRAS EASON 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 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 Henrietta Anderson . subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Northwest Quarter(NW 1/4)

Lot Number:43 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

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, J Ralph & Naomi Noonkester, 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 7 Section 30

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 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires:

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Linda S Jennings , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southwest Quarter(SW 1/4)

Lot Number:59 Section Number:26

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 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
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, Michael Yore, 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 93 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 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Moses E Butchee , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Northwest Quarter(NW 1/4)

Lot Number:79 Section Number:36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires:

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Annie J Barber , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southeast Quarter(SE 1/4)

Lot Number:82 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 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Eddie R. Myers Johnny L. DuPree

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 16th day of October, 2012.

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 FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars ($525.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Stewart Patton, 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) & South Half (S 1/2)
Of
Lot: 56 Section: 35

Northwest Quarter(NW 1/4)

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing three (3) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires:

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Nancy Ann Sanders , 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 Northgwest Quarter(NW1/4)

Lot Number:49 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

City of Hattiesburg, MS

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

Master

File Number: 2012-1204

File ID:	2012-1204	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	09/26/2012
Brief Title:	Corrected cemetery deed			**Final Action:**	
				Minute Book Number:	mb 2012-1/373

Title:
Acknowledge and approve the issuance of corrected cemetery deed to Louis R & Debbie Brown.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Corrected Deed-Brown, Executed.corrected deed	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1204

Title
Acknowledge and approve the issuance of corrected cemetery deed to Louis R & Debbie Brown.

Summary
Corrected Cemetery Deed.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Louis R & Debbie Brown , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Northeast Quarter(NE 1/4)

Lot Number:8 Section Number:30

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of September, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Hilda Mae Ducksworth . subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Northwest Quarter(NW 1/4)

Lot Number:56 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
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 George Jasper , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Southwest Quarter(SW 1/4)

Lot Number:37 Section Number:32

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 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

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 Alecia Nicole Bates , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Northwest Quarter(NW 1/4)

Lot Number:42 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI KENDRAS EASON 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 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 Henrietta Anderson . subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Northwest Quarter(NW 1/4)

Lot Number:43 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

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, J Ralph & Naomi Noonkester, 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 7 Section 30

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 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires:

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Linda S Jennings , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southwest Quarter(SW 1/4)

Lot Number:59 Section Number:26

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 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
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, Michael Yore, 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 93 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 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Moses E Butchee , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Northwest Quarter(NW 1/4)

Lot Number:79 Section Number:36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires:

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Annie J Barber , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southeast Quarter(SE 1/4)

Lot Number:82 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 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Eddie R. Myers Johnny L. DuPree

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 16th day of October, 2012.

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 FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars ($525.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Stewart Patton, 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) & South Half (S 1/2)
Of
Lot: 56 Section: 35

Northwest Quarter(NW 1/4)

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing three (3) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires:

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Nancy Ann Sanders , 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 Northgwest Quarter(NW1/4)

Lot Number:49 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of October, 2012.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of October, 2012.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

City of Hattiesburg, MS

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

Master

File Number: 2012-1237

File ID:	2012-1237	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	10/08/2012
Brief Title:	Acknowledge Proofs of Publication for September 2012			**Final Action:**	
				Minute Book Number:	mb 2012-1/373

Title:

Acknowledge Proofs of Publication for the month of September 2012.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Proof of Pub for Sept 2012	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Marilyn Schwandt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	10/16/2012					

Text of Legislative File 2012-1237

Title

Acknowledge Proofs of Publication for the month of September 2012.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PROOF HERE

C19347
THE CITY OF HATTIESBURG,
0200414362
Sewer Phasse II

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00am on September 27, 2012 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

COMPRENSIVE SEWER IMPROVEMENTS PHASE III HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P.O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of $150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

COMPRENSIVE SEWER IMPROVEMENTS PHASE III HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 21st day of August A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R Myers/s/
Eddie R. Myers, City Clerk

August 23 and 30, 2012
0200414362-01

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

8/23/2012
8/30/2012

Size: 311 words / 1.00 col. x 80.00 lines
Published: 2 time(s)
Total: $80.42

Signed Ann Middeke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 8/30/2012.

Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru Notary Public Underwriters

(SEAL)

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200413881
NTB SEWER PHASE III

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00am on September 27, 2012 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

COMPRENSIVE SEWER IMPROVEMENTS PHASE III HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P.O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of $150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

COMPRENSIVE SEWER IMPROVEMENTS PHASE III HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 21st day of August A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _Eddie R Myers/s/
Eddie R. Myers, City Clerk

Publish on 8/23/12 & 8/30/12

0200413881-01

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:

8/23/2012
8/23/2012
8/30/2012

Size: 311 words / 1.00 col. x 80.00 lines
Published: 2 time(s)
Total: $77.42

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/30/2012.

Jennifer J. Brogdon
Notary Public

Aug. 30, 2012
Date

(SEAL)
STATE OF MISSISSIPPI NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

8/29/2012
8/29/2012

Size: 372 words / 1.00 col. x 87.00 lines
Published: 1 time(s)
Total: $51.64

Signed Kathy Bullock
Authorized Clerk of)
The Hattiesburg American

SWORN to and subscribed before me on 8/29/2012.

Jennifer J. Brogdon
Notary Public

Aug. 29, 2012
Date

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

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200413854
101 ASHFORD ST

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Willie J. Smith, P.O. Box 4111, Joliet, IL 60434-0000, State of Mississippi, P.O. Box 136, Jackson, MS 39205-0136, Forrest County Board of Supervisors, 614 Main Street, Hattiesburg, MS 39401, Hattiesburg Public School District, 301 Mamie Street, Hattiesburg, MS 39401, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, September 17, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statue. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

PARCEL: 31-628-4-3, 101 Ashford Street (J.C. Killingsworth), and better described as The Northwest 125 feet of Lot 4 Less beginning 75 feet Northwest of the Southeast corner Lot Northeast 75 feet Northwest 125 feet Southwest 75 feet Southeast 12 feet to beginning Block CK 5 in the D. D. McInnis Third Addition to the City of Hattiesburg, Forrest County, Mississippi.

Publication: August 29, 2012

0200413854-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200413855
107 ASHFORD ST

i AMERICAN■ 7B +

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Willie E. Smith & Ida Mae Smith, 414 Maple Street, Nicholasville, KY 40356, State of Mississippi, P.O. Box 136, Jackson, MS 39205-0136, Forrest County Board of Supervisors, 614 Main Street, Hattiesburg, MS 39401, Hattiesburg Public School District, 301 Marnie Street, Hattiesburg, MS 39401, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, September 17, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statue. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

PARCEL: 31-628-4-4, 107 Ashford Street (J.C. Killingsworth), and better described as Seventy- five (75) feet off of the Southeast side of Lot Four (4), Block Five (5), of the D. D. MCINNIS THIRD ADDITION to the City of Hattiesburg, Mississippi. Map or plat of said Addition is on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi.

Publication: August 29,

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:

8/29/2012
8/29/2012

Size: 379 words / 1.00 col. x 88.00 lines
Published: 1 time(s)
Total: $52.48

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/29/2012.

Jennifer J. Brogdon
Notary Public

Aug. 29, 2012
Date

(SEAL)

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

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200413856
208 TIPTON ST

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Mississippi Tax, P.O. Box 564, Natchez, MS 39121, Intrepid Group LLC, P.O. Box 1292, Clinton, MS 39060, Marilyn Boggs, 120 Barkley Road, Hattiesburg, MS 39401, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, September 17, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statue. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

PARCEL: 35-620-5-13, 208 Tipton Street, and better described as Lots Twelve (12) and Thirteen (13), Block Five (5) of the D.D. MCINNIS FIRST SURVEY to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: August 29, 2012

0200413856-01

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:

8/29/2012
8/29/2012

Size: 360 words / 1.00 col. x 84.00 lines
Published: 1 time(s)
Total: $50.20

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/29/2012.

Jennifer J. Brogdon
Notary Public

Aug. 29, 2012
Date

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

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200413858
404 S TIPTON ST

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Samuel David Thompson, 504 McComb Street, Hattiesburg, MS 39401, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, September 17, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statue. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

PARCEL: 43-624-10-4, 404 S. Tipton Street, and better described as Lots Three (3), Block Ten (10), of the D. D. MCINNIS SECOND ADDITION to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: August 29, 2012

0200413858-01

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:

8/29/2012
8/29/2012

Size: 344 words / 1.00 col. x 81.00 lines
Published: 1 time(s)
Total: $48.28

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/29/2012.

Jennifer J. Brogdon
Notary Public

Aug. 29, 2012
Date

(SEAL) STATE OF MISSISSIPPI NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

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:

H12998
CITY OF HBURG,
0200413859
415 KATIE AVE

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Linda W. Holloway, 7599 Hamp Lea Road, Magnolia, MS 39652 Dionysus LLC, P.O. Box 41500, Memphis, TN 37241, Squire Title Services LLC, P.O. Box 321, Jackson, MS 39205, Lansdale M S, 95 Tower Road, Hattiesburg, MS 39401, Lee Mitchell, No known address, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, September 17, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statue. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

PARCEL: 39-812-7-1, 415 Katie Avenue, and better described as the East Fifty (50) feet of Lots One (1) and Two (2), Block One Hundred One (101), of the ROBERTSON PLACE SUBDIVISION to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: August 29, 2012

0200413859-01

8/29/2012
8/29/2012

Size: 384 words / 1.00 col. x 89.00 lines
Published: 1 time(s)
Total: $53.08

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/29/2012.

Jennifer J. Brogdon
Notary Public

Aug. 29, 2012
Date

(SEAL)
STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200413860
1010 GENEVA ST

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: James Wesley Curry, 808 Short 7th Street, Hattiesburg, MS 39401, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, September 17, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statue. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

PARCEL: 33-8-2-2, 1010 Geneva Street, and better described as The East 30 feet of Lot 7 in Block One of the Mrs. Nancy Anderson First Survey of the City of Hattiesburg, together with all improvements & appurtenances thereunto belonging & also a parcel of land on the East side of the above described: Part of the NW- ¼ of the NW- ¼ of Section 3, Township 4 North, Range 13 West, beginning 250 feet North of the NE corner of Lot 1 in Block 8 of the Mrs. Nancy Anderson 1st Survey, thence run West 80 feet to the point of beginning, thence continue West 20 feet to East line and Northeast Corner of Lot 7 in Block 1, thence run South 30 feet, thence East 20 feet, thence North 30 feet to beg. And also the East 30 feet of the North 10 feet of Lot 8, Blk. 1, Mrs. Nancy Anderson 1st Survey. Together with all improvements.

Publication: August 29, 2012

0200413860-01

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:

8/29/2012
8/29/2012

Size: 442 words / 1.00 col. x 97.00 lines
Published: 1 time(s)
Total: $60.04

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/29/2012.

Jennifer J. Brogdon
Notary Public

Aug. 29, 2012
Date

(SEAL) STATE OF MISSISSIPPI NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200413862
1214 PUTNAM AVE

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Annie Ruth McGee, 1214 Putnam Avenue, Hattiesburg, MS 34901, Deutsche Bank Trust Company Americas, 1761 E. Saint Andrew Place, Santa Ana, CA 92705, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, September 17, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statue. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

PARCEL: 43-696-13-9, 1214 Putnam Avenue, and better described as Lot Twelve (12), Block Thirteen (13), of the OMEGA ADDITION to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: August 29, 2012

0200413862-01

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:

8/29/2012
8/29/2012

Size: 353 words / 1.00 col. x 83.00 lines
Published: 1 time(s)
Total: $49.36

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/29/2012.

Jennifer J. Brogdon
Notary Public

Aug 29, 2012
Date

(SEAL)

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

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200413863
1215 PUTNAM AVE

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Intrepid Group LLC, P.O. Box 1292, Clinton, MS 39060, Benita McGregor and Ashvina Rmogali, 16 Collins Street, Hattiesburg, MS 39401, Union Planters PMAC, 130 W. Front Street, Hattiesburg, MS 39402, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, September 17, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statue. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

PARCEL: 43-696-18-7, 1215 Putnam Avenue, and better described as Lot Seven (7), Block Eighteen (18), of the OMEGA ADDITION to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: August 29, 2012

0200413863-01

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:

8/29/2012
8/29/2012

Size: 360 words / 1.00 col. x 85.00 lines
Published: 1 time(s)
Total: $50.20

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/29/2012.

Jennifer J. Brogdon
Notary Public

Aug. 29, 2012
Date

(SEAL)
STATE OF MISSISSIPPI NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200413865
1301 PUTNAM AVE

+ 8B ■ HATTIESBU

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Evelyn Jeanette Mack, 1407 Rebecca Avenue Hattiesburg, MS 39401, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, September 17, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statue. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

PARCEL: 43-696-17-1, 1301 Putnam Avenue, and better described as Lot One (1), Block Seventeen (17), of the OMEGA ADDITION to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: August 29, 2012

0200413865-01

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:

8/29/2012
8/29/2012

Size: 339 words / 1.00 col. x 79.00 lines
Published: 1 time(s)
Total: $47.68

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/29/2012.

Jennifer J. Brogdon
Notary Public

Aug. 29, 2012
Date

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

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

8/29/2012
8/29/2012

Size: 470 words / 1.00 col. x 112.00 lines
Published: 1 time(s)
Total: $63.40

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/29/2012.

Jennifer J. Brogdon
Notary Public

Aug. 29, 2012
Date

STATE OF MISSISSIPPI NOTARY PUBLIC (SEAL) ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200413866
CORNER OF PERRY ST

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Evergreen Family Trusts, P.O. Box 1771, McComb, MS 39648, Susan Prisock dba SLP98, P.O. Box 3366 (6621 13th Place), Meridian, MS 39303, Bennett Tax Company, P.O. Box 3786, Meridian, MS 39303, S&S Properties, LLC, 41 Phillip White Road, Lumberton, MS 39455, Merritt Tax Service, 4927 Highway 493, Meridian, MS 39305, Deutsche Bank National Trust Company, 60 Wall Street New York, NY. 10108, The City of Hattiesburg, 200 Forrest Street, Hattiesburg, MS 39403, The State of Mississippi, P.O. Box 136, Jackson, Mississippi 39205, Frankie Owens, No known address, Felix D. Cheatham, P.O. Box 2163, Hattiesburg, MS 39403 and 605 Ashford Street, Hattiesburg, MS 39401 and any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, September 17, 2012 in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in it's then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 167B-10120-226, Corner of Perry Street and North Hattiesburg Avenue, a part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of section 26, Township 4 North, Range 13 West, described as:

Commence 315 feet North of the Southwest corner of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of said sections, Township and Range and run East 210 feet to the POINT OF BEGINNING: Thence run North 105 feet; THENCE RUN North 105 feet; thence run East 210 feet; Thence run South 105 feet; Thence run West 210 feet to the Point of Beginning.

Publication: August 29, 2012

0200413866-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200415383
DIGITAL BILLBOARD

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by the City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to amend the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi as follows:
To further define, amend, and add regulations for "Digital Billboard"
A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, September 19, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.
WITNESS my signature and the official seal of said City on this, the 31st day of August, A.D., 2012.
CITY OF HATTIESBURG, MISSISSIPPI
BY:
Eddie Myers /s/_____
CITY CLERK
(SEAL)

Publish: August 31, 2012
0200415383-01

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:

8/31/2012

Size: 160 words / 1.00 col. x 42.00 lines
Published: 1 time(s)
Total: $24.20

Signed _____
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/31/2012.

Jennifer J. Brogdon
Notary Public

Aug 31, 2012
Date

STATE OF MISSISSIPPI NOTARY PUBLIC (SEAL) ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

H12998
PASTE PROOF HERE
BUDGET HEARING

CITY OF HATTRG

NOTICE OF PUBARING ON FY2013 ET

All concerned citizens ed to attend a public hearing on thetions of the budget for the City of burg for the 2012-13 fiscal year, to on Monday, September 17, 2012 P.M. in the City Council Room at ll.

A final decision on th City budget is scheduled for Sep 25, 2012 at 4:30 P.M. at a specialg of the City Council at City Hall.

The preceding notiublished in accordance with Se7-39-205 of the Mississippi Cod, Annotated and Amended, for thse of citizen participation.

Publish: 9/7/12 & 9/1

Proof of Publication
The State of Mississippi
Forrest County

SONALLY appeared before me, the
:signed notary public in and for Forrest
ıty, Mississippi,

KATHY BULLOCK

uthorized clerk of the HATTIESBURG
RICAN, a daily newspaper published in the
f Hattiesburg, Forrest County, Mississippi
being duly sworn, states that the notice, a true
of which is hereto attached, appeared in the
of said newspaper as follows:

Date of Publication:

September 7, 2012
September 14, 2012

3.0x10.00"
s: 2
$648.00

d:
Kathy Bullock
orized Clerk
e Hattiesburg American

Jennifer J. Brogdon
Notary Public

rn to and subscribed before me on
Sept 14, 2012

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

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200416638
512 TUSCAN REZONE

ORDINANCE NUMBER 3090
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 CERTAIN PROPERTY LOCATED AT 512 TUSCAN AVENUE (PARCEL 2-038G-15-209.00, PPIN 013655, WARD 5) FROM R1-C (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO R-2 (TWO-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:

1. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan and
2. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

In connection therewith so that the land described as follows be zoned as follows:
The South Half (S ½) of Lot Twelve (12), Block Twenty (20) of and according to the BURKETT SUBDIVISION of a part of the South Half (S 1/2) of Section 15, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat of said subdivision of file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to wit:

Beginning at the point of intersection of the North line of Tuscan Avenue with the West line of Cherry Street and run thence North along the West line of Cherry Street 100 feet, thence run West parallel with Tuscan Avenue 70 feet, thence run South parallel with Cherry Street 100 feet to Tuscan Avenue, thence east along the North line of Tuscan Avenue 70 feet to and point of beginning, together with all improvements thereon and
Appurtenances thereunto belonging. (Parcel no. 2-038G-15-209.00, PPIN 013655)

also known as certain property located at 512 Tuscan Avenue (Parcel 2-038G-15-209.00, Ward 5) from R-1C (Single-Family Residential) District to R-2 (Two-Family Residential) District, filed by William Carey University, Owner.
SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.
SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.
The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Ware seconded by Council member Naylor
and was adopted by the following vote to-wit:

YEAS:	NAYS:
Bradley	
Delgado	
Carroll	
Ware	
Naylor	

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 21st day of August A.D., 2012.
(S E A L)

ATTEST:	ADOPTED:
Debra K Bernardo/s/	Kim Bradley/s/
CLERK OF COUNCIL	PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 21st day of August A.D., 2012.

ATTEST:	APPROVED:
Eddie R Myers/s/	Johnny L DuPree/s/
CITY CLERK	MAYOR

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:

9/15/2012
9/15/2012
9/15/2012

Size: 697 words / 2.00 col. x 101.00 lines
Published: 1 time(s)
Total: $90.89

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/15/2012.

Jennifer J. Brogdon
Notary Public

Sept. 15, 2012
Date

(SEAL)
STATE OF MISSISSIPPI NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200416642
1406 & 1409 PENTON REZONE

HATTIESBURGAMERICAN.COM

ORDINANCE NUMBER 3091
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 CERTAIN PROPERTIES LOCATED AT 1406 AND 1409 PENTON AVENUE (PARCEL 2-038G-15-192.00 and 2-038G-15-193.00, PPIN 013690 and 013691, WARD 5) FROM R1-C (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO R-2 (TWO-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:

1. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan and
2. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

in connection therewith so that the land described as follows be zoned as follows:
Lot Twelve (12), Block Twenty-Three (23) of Burkett Subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof which is on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging. (Parcels 2-038G-15-192.00 and 2-038G-15-193.00, PPIN 013690 and 013691, Ward 5)

also known as certain properties located at 1406 and 1409 Penton Avenue (Parcels 2-038G-15-192.00 and 2-038G-15-193.00, PPIN 013690 and 013691, Ward 5) from R-1C (Single-Family Residential) District to R-2 (Two-Family Residential) District, filed by William Carey University, 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 Naylor seconded by Council member Delgado
and was adopted by the following vote to-wit:

YEAS:	NAYS:
Bradley	
Delgado	
Carroll	
Ware	
Naylor	

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 21st day of August A.D., 2012.
(S E A L)

ATTEST:	ADOPTED:
Debra K Bernardo/s/	Kim Bradley/s/
CLERK OF COUNCIL	PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 21st day of August A.D., 2012.

ATTEST:	APPROVED:
Eddie R Myers/s/	Johnny L DuPree/s/
CITY CLERK	MAYOR

Publish: September 15, 2012

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:

9/15/2012
9/15/2012
9/15/2012

Size: 599 words / 2.00 col. x 92.00 lines
Published: 1 time(s)
Total: $79.13

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/15/2012.

Jennifer J. Brogdon
Notary Public

Sept. 15, 2012
Date

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

9/15/2012
9/15/2012
9/15/2012

Size: 775 words / 2.00 col. x 119.00 lines
Published: 1 time(s)
Total: $100.25

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/15/2012.

Jennifer J Brogdon
Notary Public

Sept. 15, 2012
Date

(SEAL)
STATE OF MISSISSIPPI NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200416644
HELVESTON RD REZONE

ORDINANCE NUMBER 3093
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 CERTAIN PROPERTY LOCATED AT 531 HELVESTON ROAD (PARCEL: 32-1039-180, PPIN 037735, WARD 5) FROM R-1A (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO B-2 (NEIGHBORHOOD BUSINESS) DISTRICT IN THE CITY OF HATTIESBURG MISSISSIPPI

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:
SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

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

in connection therewith so that the land described as follows be zoned as follows:
1. COMMENCE AT A FOUND ½" IRON PIN MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI, AND RUN NORTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS WEST FOR 385.59 FEET;
2. THENCE RUN WEST FOR 390.33 FEET TO A SET ½" IRON PIN AT THE POINT OF BEGINNING;
3. THENCE CONTINUE WEST FOR 335.85 FEET TO A SET ½" IRON PIN;
4. THENCE RUN NORTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS WEST FOR 859.68 FEET TO A SET ½" IRON PIN ON THE SOUTH RIGHT-OF-WAY BOUNDARY OF HELVESTON ROAD;
5. THENCE RUN NORTH EIGHTY-EIGHT (88) DEGREES, THREE (03) MINUTES, FOUR (04) SECONDS EAST AND ALONG SAID RIGHT-OF-WAY BOUNDARY FOR 485.96 FEET TO A SET ½" IRON PIN;
6. THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY, RUN SOUTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS EAST FOR 490.67 FEET TO A SET ½" IRON PIN;
7. THENCE RUN WEST FOR 150.00 FEET TO A SET ½" IRON PIN;
8. THENCE RUN SOUTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS EAST FOR 385.54 FEET TO A ½" IRON PIN SET AT THE POINT OF BEGINNING;
9. THE ABOVE DESCRIBED PARCEL LIES ENTIRELY WITHIN AND IS A PART OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, HATTIESBURG, MISSISSIPPI, AND CONTAINS 8.35 ACRES.

also known as lots certain vacant property located 531 Helveston Road (Parcel: 32-1039-180, PPIN 037735, Ward 5) from R-1A (Single-Family Residential) District to B-2 (Neighborhood Business) District, filed by Helveston Road Church of Christ.
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 Naylor and was adopted by the following vote to-wit:

YEAS:
Bradley
Delgado
Carroll
Ware
Naylor

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 21st day of August A.D., 2012.
(S E A L)
ATTEST: ADOPTED:

Debra K Bernardo/s/ CLERK OF COUNCIL
Kim Bradley/s/ PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 21st day of August A.D., 2012.
ATTEST: APPROVED:

Eddie R Myers/s/ CITY CLERK
Johnny L Du Pree/s/ MAYOR

Publish: September 15, 2012

0200416644-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200416830
Brownfields Advertisement

Brownfields Advertisement:

The City of Hattiesburg is soliciting comments through October 16, 2012 concerning its upcoming application for a US Environmental Protection Agency 2013 grant. The grant seeks funding for the cleanup of city owned property located in the East Jerusalem community bounded to the south by Curry Street, north by Gordon's Creek and the Leaf River to the east. Geographic coordinates for the site are: Latitude: 31°19'53.06" N; Longitude: 89°16'34.82" W.

A copy of the proposed application can be viewed online at www.hattiesburgms.com or at the Library of Hattiesburg Forrest County computer lab through assistance from the reference desk. A draft will also be available for public viewing at the City Clerk's counter on the 2nd floor of City Hall. Comments can be submitted to the City Council Public Meeting at 4 p.m. on October 1, 2012 or to the Office of the Grant Coordinator, 601-554-1014 and by email at grntwtr@hattiesburgms.com.

Publish: September 21, 2012

0200416830-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

STEVIE M. HUDSON

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:

9/21/2012

Size: 174 words / 1.00 col. x 46.00 lines
Published: 1 time(s)
Total: $24.92

Signed Stevie Hudson
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/21/2012.

Jennifer J. Brogdon
Notary Public

Sept. 21, 2012
Date

(SEAL)

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

Proof of Publication
The State of Mississippi
Forrest County

H12998
PASTE PROOF HERE
2013-2017 CON PLAN

NOTICE OF AVAILA
2013-2017 CONSOLIDATED PLAN & 20
HOUSING AND COMMUNITY DEVELOPMENT BLOC
ATTENTION: ALL HATTIESBURG, MI

The City of Hattiesburg has completed a DRAFT VERSION of the 2013-2017 Consolidated Plan. process, identifying housing, homelessness, housing support services, and non-housing needs in the City of Hattiesbu eral funds granted to the City by the U.S. Department of Housing and Urban Development (HUD) under the Communi artnership (HOME). The accompanying 2013 One-Year Action Plan serves as the City's application for the first year o w five-year plan. The City anticipates receipt of Community Development Block Grant (CDBG) and HOME Investmen Housing and Urban Development in January 2013 or soon thereafter. These funds are estimated to total approxima y objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, dec ent and expanding economic opportunities for persons, of low and moderate-income.
The Draft Consolidated Plan and 2013 Action Plan on housing and community development needs , between the hours of 8 a.m. and 5 p.m., (or as existing business hours may dictate) Monday through Friday, at the fo

City Hall 200 Forrest St. City Clerk's Office Hattiesburg, MS 39401	Hattiesburg Public Library 329 Hardy St. Hattiesburg, MS 39401	Jackie Dole Sherrill Community Center 220 W. Front St. Hattiesburg, MS 39401	ty Court House Main St. g, MS 39401

The Plan will also be posted on the
http://government.hattiesburgms.com/city-departments/federal

The City expects to receive a CDBG entitlement grant of approximately $577,000. The City proposes to bud ation ($115,400); Public Services ($65,000); Demolition of Substandard Structures ($50,000); Façade Improvement ($30,000); Microe ation ($286,600).
The City expects to receive a HOME entitlement grant of approximately $276,000. The City proposes to budg n ($27,600); Community Housing Development Organization Set-aside ($41,400); Down Payment Assistance ($20,000) and Housing Re
The City will consider any comments or views of citizens, agencies or units of local government d in the Department of Federal & State Programs through Monday, October 22, 2012. A summary of any comments or bmitted to HUD. Final submission to HUD must take place on or before November 15, 2012.
Comments related to this NOTICE may be sent to or delivered to City Hall, First Floor, Community Development, Hattiesburg, MS 39401.

If you have any questions regarding this information, please c

TIESBURG, MISSISSIPPI

Johnny L. DuPree, Mayor
PUBLISH: September 21, 2012

CITY CLERK

HA-0200417295

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

STEVIE HUDSON

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:

Date of Publication:

September 21, 2012

Size: 3.0X4.00"
Issues: 1
Total: $132.60

Signed:
Stevie Hudson
Authorized Clerk
Of the Hattiesburg American

Jennifer J. Brogdon
Notary Public

Sworn to and subscribed before me on
September 21, 2012

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

City of Hattiesburg, MS

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

Master

File Number: 2012-1256

File ID:	2012-1256	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/09/2012
Brief Title:	HOME Manual Checks			**Final Action:**	
				Minute Book Number:	MB 2012-1/373

Title:

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

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	MEMORANDUM-Manual Checks-HOME, Supporting Docs - HOME	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Andrew Ellard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1256

Title

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

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: October 9, 2012

The following request for payment is being submitted for approval during the City Council's October 16, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	**J & J Construction**
Activity:	Reconstruction
Program:	HOME
Project Site:	543 Miller Street
Amount Requested:	**$1,600.00**
Purpose of Request:	Change Order #3
Work Provided by:	J & J Construction

Recipient:	**Sandra McDuffie**
Activity:	Rehabilitation
Program:	HOME
Project Site:	1 Alder Lane
Amount Requested:	**$650.00**
Purpose of Request:	Temporary Relocation – 10/18/2012 – 11/17/2012
Work Provided by:	n/a

Recipient:	**Earnestine McGee**
Activity:	Rehabilitation
Program:	HOME
Project Site:	310 N 21st Avenue
Amount Requested:	**$650.00**
Purpose of Request:	Temporary Relocation –10/20/2012 – 11/19/2012
Work Provided by:	n/a

J&J CONSTRUCTION, 24 BEN SMITH RD, PURVIS MS 39475

City Of Hattiesburg
Accounting Department
P.O. Box 1898
Hattiesburg, MS 39401

J&J Construction
24 Ben Smith Rd
Purvis, MS 39475
601-325-7104

INVOICE # 49

20 September, 2012

543 Miller St.

Description	Amount
Deliver and spread about 8 yard of top soil.	200.00
Purchase and deliver 3 pallets of sod.	450.00
Prep yard for sod.	200.0
Lay sod on left side and at front of house.	600.00
Haul off all debris.	150.00

Total cost to complete job: 1,600.00

RJ

WHERE QUALITY COUNTS

City of Hattiesburg, MS

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

Master

File Number: 2012-1255

File ID:	2012-1255	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/09/2012
Brief Title:	CDBG Manual Checks			**Final Action:**	
				Minute Book Number:	MB 2012-1/373

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

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	MEMORANDUM-Manual Checks-CDBG, Supporting Docs - CDBG	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Andrew Ellard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1255

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

Summary
CDBG Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: October 9, 2012

The following request for payment is being submitted for approval during the City Council's October 16, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	**The Hills, LLC**
Activity:	Microenterprise
Program:	CDBG
Project Site:	2018 Hardy St, Suite 20
Conference	$615.00
Amount Requested:	**$615.00**
Purpose of Request:	Draw #6
Work Provided by:	The Hills, LLC

Recipient:	**Pinebelt Community Services**
Activity:	Public Services – Meals Program
Program:	CDBG
Project Site:	1101 North Main St.
Food	$809.51
Amount Requested:	**$884.42**
Purpose of Request:	Draw #5
Work Provided by:	Pinebelt Community Services

Recipient:	**Breakthrough Community Services**
Activity:	Public Service
Program:	CDBG
Project Site:	1313 Country Club Rd.
Amount Requested:	**$768.90**
Purpose of Request:	Utility Payments - Draw #4
Work Provided by:	Breakthrough Community Services

Recipient:	**Breakthrough Community Services**
Activity:	Emergency Repair
Program:	CDBG
Project Site:	111 Coleman Street
Amount Requested:	**$9,930.00**
Purpose of Request:	Completion of project
Work Provided by:	J & J Construction

The Hills, LLC

Reimbursement

The Hills, LLC
Stacey Blalock Henry, Ph.D.
P.O. Box 16074
Hattiesburg, MS 39404
Phone: (601) 336-0445

DATE:
10/8/2012

Reimbursement #
6

For: CDBG Microenterprise Award

DESCRIPTION	AMOUNT
Doubletree- Hotel for NCAD conference in FL (Conference)	$615.00
TOTAL	$ 615.00

The Hills, LLC

10-08-12P03:15 RCVD

REQUEST FOR FUNDS

(1) Organization's Name & Address: PINEBELT Community Services – Meals Program Telephone Number: 601-583-4943	Project Address: 1101 North Main Street Hattiesburg, MS 39401	Request No.5 Worked Performed: Food Purchases, Gas Cards (5) Amount Requested: $ ~~884.42~~ 809.51 per support sheet & documentation AE
(6) Project Period From: May 15, 20112 To: December 31, 2012	(7) Check Made Payable to: PINEBELT Community Services – Meals Program	Prepared By: Lucille Bass Date Prepared October 8, 2012

Lucille Bass
Signature of Authorized Officer Requesting Funds

October 8, 2012
Date

Mrs. Lucille Bass, Program Director
Type Name and Title of Authorized Office

Signature of City Official Approving Disbursement

10/9/12
Date

Type Name and Title of City Official

"I HEREBY CERTIFY THAT the costs included in this request are for services rendered and allowable costs/expenditures in accordance with approved contract agreement between the City of Hattiesburg and the certifying agency and that the amounts requested do not exceed the total funds obligated by the contract".

Revised 10/04

10-08-12A10:00 RCVD

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name: PINEBELT Community Services Meals Program
Contract Date: 05/15/2012

Request Number #5 Total Amount Requested ** $ 809.51

Funds requested are for Meals Program Costs and Expenses

1 Food	$ 809.51
2) Gas Cards	$
3)	$
4)	$
5)	$
6)	$
7)	$
Total of Attached Documentation	$ 809.51
Less Amount in Excess of Contract Award	$
** Total Amount Requested for this Draw	$ 809.51
TOTAL REQUESTED TO DATE	$ 5,319.62

Period of Project(s) Start to Completion From: May 15 2012 to December 31, 2012

Other:

"Breaking the Shackles of Poverty Through Services"

INVOICE
REIMBURSEMENT

Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
P 601-582-3475
F 601-582-0149

BILL TO:
City of Hattiesburg
Department of Federal & State Programs
P. O. Box 1898, Hattiesburg, MS 39401
Phone: 601.545.4558

Project	Invoice	Billing Period
Public Service Grant – Utility Assistance Program	**04**	**August 24, 2012 – Sept. 28, 2012**

Quantity	Description	Unit Price	Total
1	**Reimbursement for Utility Assistance Program – Public Service Grant** ***Assisted 6 individuals who met HUD's limited clientele definition. These individuals were all below 30-50% of income guideline limits and (1) 62 or older and/or (2) disabled. Proof of income and disability is verified.**	**1**	**768.90**
			$ 768.90

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

"Breaking the Shackles of Poverty Through Services"

INVOICE
REIMBURSEMENT

Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
P 601-582-3475
F 601-582-0149

BILL TO:
City of Hattiesburg
Department of Federal & State Programs
P. O. Box 1898, Hattiesburg, MS 39401
Phone: 601.545.4558

Project	Contractor	Property Address	Invoice	Date
Emergency Repair	J & J Construction	111 Coleman Street	01	Sept. 28, 2012

Quantity	Description	Unit Price	Total
1	Emergency Repair Project completed- 111 Coleman St. *Final Inspection Passed 9/27/12* **receipts attached*	9,520.00	9,520.00
1	Project Delivery	410.00	410.00
			$9,930.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

09-28-12A11:01 RCVD

City of Hattiesburg, MS

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

Master

File Number: 2012-1249

File ID:	2012-1249	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/08/2012
Brief Title:	Claims Docket			**Final Action:**	
				Minute Book Number:	MB 2012-1/373

Title:

Approve claims docket for the period ending October 12, 2012.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Claims Docket-10-16-12, ADDENDUM 10.16.12	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/16/2012					

Text of Legislative File 2012-1249

Title

Approve claims docket for the period ending October 12, 2012.

Summary

Claims Docket

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 12, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A A A AMBULANCE SERVICE	12-40658 PRE	00127737	12000106	SERV 8/6/12 PRESTON-PRISONER	10/12/12	226437	204.28-
00001 A A A AMBULANCE SERVICE	12-44453 HUS	00127737	12000107	SERV 8/25/12 HUSBAND-PRISONER	10/12/12	226437	204.28-
00001 A A A AMBULANCE SERVICE	12-40482 CLI	00127737	12000108	SERV 8/4/12 CLINGAN-PRISONER	10/12/12	226437	252.39-
00001 A A A AMBULANCE SERVICE	12-37893 ASH	00127737	12000109	SERV 7/22/12 ASHBY-PRISONER	10/12/12	226437	204.28-
00001 A A A AMBULANCE SERVICE	12-46515 BOU	00127737	12000110	SERV 8/4/12 BOUNDS-PRISONER	10/12/12	226437	204.28-
00001 A A A AMBULANCE SERVICE	12-43727 JEF	00127737	12000111	SERV 8/21/12 JEFFERSON-PRISNR	10/12/12	226437	260.93-
00001 A A A AMBULANCE SERVICE	12-42199 LIT	00127737	12000112	SERV 8/13/12 LITTLE-PRISONER	10/12/12	226437	204.28-
00001 A A A AMBULANCE SERVICE	12-41682 MCE	00127737	12000113	SERV 8/11/12 MCELHANEY-PRISNR	10/12/12	226437	204.28-
A A A AMBULANCE SERVICE Sum							1,739.00-
00001 AIRGAS SOUTH	1196377	00126601	12000154	WELDING SUPP-SHOP	10/12/12	226439	307.55-
00001 AIRGAS SOUTH	1194861	00127303	12000165	WELDING SUPP AIRPORT MAINT	10/12/12	226439	30.00-
00001 AIRGAS SOUTH	1194599	00126601	12000166	WELDING SUPP-SHOP	10/12/12	226439	240.55-
00001 AIRGAS SOUTH	119599	00126601	12000167	CREDIT	10/12/12	226439	220.55
00001 AIRGAS SOUTH	1194599	00126601	12000168	CREDIT	10/12/12	226439	20.00
AIRGAS SOUTH Sum							337.55-
00001 AIRGAS USA LLC (NORDAN S	1202193 GENE	00127848	12000183	CYL RENT 9/12 VARI DEPTS	10/12/12	226440	542.66-
AIRGAS USA LLC (NORDAN S Sum							542.66-
00001 ARNOLD LINE WATER ASSN I	2145 9/25/12	00020131	12000069	SERV 8/23-9/24/12 #8 FIRE STA	10/12/12	226445	29.00-
ARNOLD LINE WATER ASSN I Sum							29.00-
00001 AT WORK UNIFORMS	374062	00126420	12000086	MTRCYCLE SHIRTS-MATOS-POLICE	10/12/12	226446	140.00-
AT WORK UNIFORMS Sum							140.00-
00001 AT&T	601M23905500	00020131	12000202	VEHICLE LOCATOR MNT 9/28-10/27	10/12/12	226447	202.00-
AT&T Sum							202.00-
00001 AT&T MOBILITY	990870805X10	00127931	12000232	AIR CARD 8/28-9/27 DUPREE	10/12/12	226448	40.56-
AT&T MOBILITY Sum							40.56-
00001 AUTO ARMATURE SERVICE IN	5600	00127617	12000051	STARTER U#14403 SANIT	10/12/12	226449	239.95-
00001 AUTO ARMATURE SERVICE IN	6055	00127779	12000243	BATTERY/STARTER-U/COVER UNIT	10/12/12	226449	214.90-
00001 AUTO ARMATURE SERVICE IN	6056	00127779	12000244	BATTERY U#17312 POLICE	10/12/12	226449	119.95-
00001 AUTO ARMATURE SERVICE IN	6057	00127779	12000245	BATTERY U#17315 POLICE	10/12/12	226449	119.95-
00001 AUTO ARMATURE SERVICE IN	6058	00127779	12000246	BATTERY U#17115 POLICE	10/12/12	226449	95.95-
00001 AUTO ARMATURE SERVICE IN	6051	00127782	12000247	BATTERY U#11037 POLICE	10/12/12	226449	73.95-
00001 AUTO ARMATURE SERVICE IN	6052	00127782	12000248	STARTER U#16757 POLICE	10/12/12	226449	249.95-
00001 AUTO ARMATURE SERVICE IN	6053	00127782	12000249	BATTERY U#16649 POLICE	10/12/12	226449	119.95-
00001 AUTO ARMATURE SERVICE IN	6054	00127782	12000250	BATTERY U#17575 POLICE	10/12/12	226449	119.95-
00001 AUTO ARMATURE SERVICE IN	5800	00127662	12000271	ALTERNATOR U#13982 STREET	10/12/12	226449	269.95-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AUTO ARMATURE SERVICE IN							
Sum							1,624.45-
00001 AUTO TRIM	5858	00127691	12000029	LETTER MTRCYCLE HELMETS	10/12/12	226450	30.00-
AUTO TRIM							
Sum							30.00-
00001 AUTOMOTIVE GLASS SPECIAL	I139634	00127411	12000034	ROCK SPOT REPR U#17742 POLICE	10/12/12	226451	45.00-
00001 AUTOMOTIVE GLASS SPECIAL	I139584	00127305	12000046	WINDOW REPR U#15784 STREET	10/12/12	226451	323.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							368.00-
00001 BANCORPSOUTH EQUIPMENT F	002-0070193-	00201313	12000009	GARBAGE TRUCK LEASE DUE 10/15	10/03/12	16972	34,542.83-
BANCORPSOUTH EQUIPMENT F							
Sum							34,542.83-
00001 BENNETT'S LOCK & KEY SHO	61839	00126833	12000058	LOCKS/KEYS 9/12 POLICE DEPT	10/12/12	226453	19.65-
BENNETT'S LOCK & KEY SHO							
Sum							19.65-
00001 BODY TECH INC	4426(B)	00127630	12000251	DOOR REPR POLICE UNIT	10/12/12	226456	194.60-
00001 BODY TECH INC	4426(A)	00127533	12000297	REPRS 2000 LINCOLN LS	10/12/12	226456	1,174.50-
00001 BODY TECH INC	4427	00127533	12000298	REPRS 2002 CADILLAC DEVILLE	10/12/12	226456	1,174.50-
00001 BODY TECH INC	4428	00127533	12000299	REPRS 1999 TOYOTA SOLARA	10/12/12	226456	1,293.50-
00001 BODY TECH INC	4429	00127533	12000300	REPRS 2004 HONDA ACCORD	10/12/12	226456	632.10-
BODY TECH INC							
Sum							4,469.20-
00001 BOLTON, SHARON	10/03/12	00201316	12000019	PETTY CASH FOR NEW F/Y	10/03/12	16982	100.00-
BOLTON, SHARON							
Sum							100.00-
00001 BRIDGE & WATSON INC	REDISTRICTIN	00127938	12000292	SERVS REDISTRICTING 8/20-9/14	10/12/12	226459	6,971.19-
BRIDGE & WATSON INC							
Sum							6,971.19-
00001 BRYANT, GREGORY	TRAVEL REIMB	00127820	12000184	EXPNS HAZ MAT CLASSES JACKSON	10/12/12	226460	182.99-
BRYANT, GREGORY							
Sum							182.99-
00001 C D W GOVERNMENT	Q442814	00127023	12000203	E-CITATION PRINTERS	10/12/12	226462	1,250.00-
00001 C D W GOVERNMENT	Q505257	00127023	12000204	E-CITATION PRINTERS	10/12/12	226462	150.00-
00001 C D W GOVERNMENT	Q569306	00127023	12000205	E-CITATION PRINTERS	10/12/12	226462	10,782.00-
00001 C D W GOVERNMENT	Q693166	00127023	12000206	E-CITATION PRINTERS	10/12/12	226462	688.00-
00001 C D W GOVERNMENT	Q759293	00127023	12000207	E-CITATION PRINTERS	10/12/12	226462	348.00-
00001 C D W GOVERNMENT	Q821714	00127023	12000208	E-CITATION PRINTERS	10/12/12	226462	348.00-
00001 C D W GOVERNMENT	Q947681	00127023	12000209	E-CITATION PRINTERS	10/12/12	226462	210.00-
00001 C D W GOVERNMENT	R27005	00127023	12000210	E-CITATION PRINTERS	10/12/12	226462	20.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 C D W GOVERNMENT	R389572	00127023	12000211	E-CITATION PRINTERS	10/12/12	226462	16,664.00-
00001 C D W GOVERNMENT	Q635154	00127025	12000237	SWIPE READER PARK CITATIONS	10/12/12	226462	1,950.00-
00001 C D W GOVERNMENT	R708712	00127025	12000238	SWIPE READER 3 YR SERVICE	10/12/12	226462	300.00-
C D W GOVERNMENT Sum							32,710.00-
00001 CERTIFIED LABORATORIES	298406	00127591	12000153	FUEL ADDITIVES PUBLIC WORKS	10/12/12	226466	4,840.50-
00001 CERTIFIED LABORATORIES	874353	00127708	12000328	DEGREASER CEM/FORESTRY	10/12/12	226466	948.75-
CERTIFIED LABORATORIES Sum							5,789.25-
00001 CHAIN ELECTRIC COMPANY	21153	00126744	12000161	GENERATOR MNT/REPR-GRNDS MNT	10/12/12	226467	2,976.96-
00001 CHAIN ELECTRIC COMPANY	21153(B)	00126744	12000162	GENERATOR MNT/REPR-AIRPORT	10/12/12	226467	4,230.10-
CHAIN ELECTRIC COMPANY Sum							7,207.06-
00001 CHATMAN, SANDRA (REFUND)	DAMAGE DEP R	00201326	12000228	DAMAGE DEPOSIT REFUND	10/12/12	226468	300.00-
CHATMAN, SANDRA (REFUND) Sum							300.00-
00001 CHEROKEE PRODUCTIONS INC	REG-TRAXLER	00127987	12000301	REG-TRAXLER-MEDIA RELA SMNAR	10/12/12	226469	295.00-
CHEROKEE PRODUCTIONS INC Sum							295.00-
00001 CITY OF HATTIESBURG FUND	10/03/12	00201315	12000002	TRF 1ST 10/12 PAYROLL	10/03/12	16965	811,488.50-
CITY OF HATTIESBURG FUND Sum							811,488.50-
00001 CLARION LEDGER (ADVERTIS	C19347 39316	00127884	12000234	PROOFS PUBLICATION 9/12	10/12/12	226472	80.42-
CLARION LEDGER (ADVERTIS Sum							80.42-
00001 CLINICAL SOLUTIONS	120801015361	00127736	12000114	PRESCRIPTIONS-PRISONERS	10/12/12	226474	165.35-
00001 CLINICAL SOLUTIONS	120831016153	00127736	12000115	PRESCRIPTIONS-PRISONERS	10/12/12	226474	149.31-
CLINICAL SOLUTIONS Sum							314.66-
00001 COMCAST CABLEVISION OF H	095776168240	00127887	12000235	INTERNET 10/12 #1 FIRE STA	10/12/12	226477	55.95-
COMCAST CABLEVISION OF H Sum							55.95-
00001 COMFORT INN (REFUND)	PRIVILEGE TA	00201325	12000283	PRIVILEGE TAX REFUND	10/12/12	226478	3.50-
00001 COMFORT INN (REFUND)	PRIVILEGE TA	00201325	12000284	PRIVILEGE TAX REFUND	10/12/12	226478	2.00-
COMFORT INN (REFUND) Sum							5.50-
00001 COMMERCIAL STATIONERY CO	334318-0	00127095	12000079	CHAIRS POLICE DEPT LOBBY	10/12/12	226479	930.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMERCIAL STATIONERY CO							
Sum							930.00-
00001 COMPREHENSIVE RADIOLOGY	CRS033951880	00127734	12000116	SERV 5/30/12 JONES-PRISONER	10/12/12	226480	235.00-
00001 COMPREHENSIVE RADIOLOGY	CRS034109363	00127734	12000117	SERV 7/7/12 KIRKLAND-PRISONER	10/12/12	226480	441.00-
00001 COMPREHENSIVE RADIOLOGY	CRS034109363	00127734	12000118	SERV 7/7/12 KIRKLAND-PRISONER	10/12/12	226480	691.00-
00001 COMPREHENSIVE RADIOLOGY	03408216401	00127734	12000119	SERV 6/30/12 HARWELL-PRISONER	10/12/12	226480	76.00-
00001 COMPREHENSIVE RADIOLOGY	CRS034278200	00127734	12000120	SERV 8/16/12 BROWN-PRISONER	10/12/12	226480	198.00-
00001 COMPREHENSIVE RADIOLOGY	CRS034278200	00127734	12000121	SERV 8/16/12 BROWN-PRISONER	10/12/12	226480	243.00-
00001 COMPREHENSIVE RADIOLOGY	03426534801	00127734	12000122	SERV 8/13/12 LITTLE-PRISONER	10/12/12	226480	37.00-
00001 COMPREHENSIVE RADIOLOGY	03425511701	00127734	12000123	SERV 8/11/12 MCELHANEY-PRSNR	10/12/12	226480	235.00-
COMPREHENSIVE RADIOLOGY							
Sum							2,156.00-
00001 CRAIN TRACTOR & EQUIPMEN	CS77172	00127619	12000038	REPR PTS U#15514 STREET	10/12/12	226483	125.94-
CRAIN TRACTOR & EQUIPMEN							
Sum							125.94-
00001 D & M CLARK CONSTRUCTION	1892	00127958	12000306	CONSTR MINERAL CRK STABL PROJ	10/12/12	226486	59,249.13-
D & M CLARK CONSTRUCTION							
Sum							59,249.13-
00001 DENSON OIL COMPANY INC	0066129	00127665	12000070	GASOLINE PUBLIC WORKS	10/12/12	226487	12,467.15-
DENSON OIL COMPANY INC							
Sum							12,467.15-
00001 DUNAGIN PEST CONTROL(PRE	8533083	00020131	12000279	ARCHIVES SEMI-ANNUAL	10/12/12	226489	390.00-
DUNAGIN PEST CONTROL(PRE							
Sum							390.00-
00001 E & B DISCOUNT GROCERY (	JOYCE DAWKIN	00020134	12000170	MERCHANT FEE & FINE	10/12/12	226491	15.98-
E & B DISCOUNT GROCERY (							
Sum							15.98-
00001 ECONOMY SUPPLY CO	178563	00127637	12000050	BLDG MATLS PUBLIC WORKS	10/12/12	226493	258.70-
ECONOMY SUPPLY CO							
Sum							258.70-
00001 EDKO LLC	325345	00127841	12000193	MANAGE VEGETATION 2012	10/12/12	226494	12,088.20-
EDKO LLC							
Sum							12,088.20-
00001 ELKINS WHOLESALE INC	152659-00	00127322	12000150	JANIT SUPP PUBLIC WORKS	10/12/12	226495	123.00-
00001 ELKINS WHOLESALE INC	152659-01	00127322	12000151	JANIT SUPP PUBLIC WORKS	10/12/12	226495	284.32-
00001 ELKINS WHOLESALE INC	152659-02	00127322	12000152	JANIT SUPP PUBLIC WORKS	10/12/12	226495	57.96-
ELKINS WHOLESALE INC							
Sum							465.28-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 FASTENAL COMPANY	MSHAT145918	00127428	12000048	RAINSUITS CONSTR DEPT	10/12/12	226498	103.90-
00001 FASTENAL COMPANY	MSHAT145634	00126973	12000325	MOWERS AHEAD SIGNS/STAND-ST	10/12/12	226498	200.64-
00001 FASTENAL COMPANY	MSHAT146320	00126973	12000326	MEN WORKING SIGNS-STREET	10/12/12	226498	92.00-
00001 FASTENAL COMPANY	MSHAT146251	00127324	12000327	RAINSUITS PUBLIC WORKS	10/12/12	226498	475.50-
FASTENAL COMPANY Sum							872.04-
00001 FEDERAL EXPRESS	2-022-04437	00127747	12000073	SERV 9/11/12 COUNCIL	10/12/12	226499	24.25-
00001 FEDERAL EXPRESS	2-014-36839	00127747	12000074	SEVR 8/31/12 COLEMAN-PLANNING	10/12/12	226499	81.62-
00001 FEDERAL EXPRESS	2-022-04437(	00127747	12000075	SERV 9/13/12 ENGR	10/12/12	226499	47.39-
00001 FEDERAL EXPRESS	2-029-68334	00127747	12000076	SERV 9/20/12 ENGR	10/12/12	226499	23.19-
FEDERAL EXPRESS Sum							176.45-
00001 FERGUSON ENTERPRISES INC	1152006	00126811	12000049	PLUMB SUPP TRAFFIC RESTROOM	10/12/12	226500	221.23-
00001 FERGUSON ENTERPRISES INC	1141958	00124573	12000190	SINKS/TOILETS TRAFF RESTROOMS	10/12/12	226500	370.93-
00001 FERGUSON ENTERPRISES INC	1155388	00127644	12000239	PLUMB SUPP CIVIC CNTR GARAGE	10/12/12	226500	160.45-
00001 FERGUSON ENTERPRISES INC	1154806	00127251	12000240	MAINT SUPP TRAIN DEPOT	10/12/12	226500	268.85-
FERGUSON ENTERPRISES INC Sum							1,021.46-
00001 FERGUSON, ROBERT A JR	10/03/12	00201314	12000021	PETTY CASH FOR NEW F/Y	10/03/12	16978	300.00-
FERGUSON, ROBERT A JR Sum							300.00-
00001 FORD, PHILLIP	10/03/12	00201314	12000014	PETTY CASH FOR NEW F/Y	10/03/12	16977	800.00-
FORD, PHILLIP Sum							800.00-
00001 FORREST CTY SUPERVISORS	JAIL 6/12 EX	00127864	12000187	JAIL 6/12 EXPENSES	10/12/12	226501	80,535.00-
00001 FORREST CTY SUPERVISORS	JAIL 6/12 ME	00127864	12000188	JAIL 6/12 MEDICAL	10/12/12	226501	1,296.00-
00001 FORREST CTY SUPERVISORS	JAIL 6/12 CR	00127864	12000189	JAIL 6/12 CREDITS	10/12/12	226501	875.00
FORREST CTY SUPERVISORS Sum							80,956.00-
00001 FORREST GENERAL HEALTHCA	DAMAGE DEP R	00201326	12000229	DAMAGE DEPOSIT REFUND	10/12/12	226502	500.00-
FORREST GENERAL HEALTHCA Sum							500.00-
00001 FORREST GENERAL HOSP-PHA	80877	00127738	12000139	JAIL DRUGS 7/12	10/12/12	226503	441.40-
FORREST GENERAL HOSP-PHA Sum							441.40-
00001 FORREST GENERAL HOSPITAL	33786724 ALL	00127740	12000124	SERV 4/21/12 ALLEN-PRISONER	10/12/12	226505	2,768.52-
00001 FORREST GENERAL HOSPITAL	34170324 ASH	00127740	12000125	SERV 7/22/12 ASHBY-PRISONER	10/12/12	226505	1,370.11-
00001 FORREST GENERAL HOSPITAL	34177121 JON	00127740	12000126	SERV 7/24/12 JONES-PRISONER	10/12/12	226505	822.98-
00001 FORREST GENERAL HOSPITAL	34054890 MCC	00127740	12000130	SERV 6/24/12 MCCOLLUM-PRSNR	10/12/12	226505	515.43-
00001 FORREST GENERAL HOSPITAL	34342048 VIR	00127740	12000131	SERV 8/31/12 VIRGIL-PRISONER	10/12/12	226505	1,076.00-
00001 FORREST GENERAL HOSPITAL	34109363 KIR	00127740	12000132	SERV 7/7/12 KIRKLAND-PRISONER	10/12/12	226505	8,147.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 FORREST GENERAL HOSPITAL	33429093 BRO	00127740	12000133	SERV 1/29/12 BROWN-PRISONER	10/12/12	226505	3,095.21-
00001 FORREST GENERAL HOSPITAL	34278200 BRO	00127740	12000134	SERV 8/16/12 BROWN-PRISONER	10/12/12	226505	2,921.71-
00001 FORREST GENERAL HOSPITAL	34265348 LIT	00127740	12000135	SERV 8/14/12 LITTLE-PRISONER	10/12/12	226505	1,829.72-
00001 FORREST GENERAL HOSPITAL	34230748 PRE	00127740	12000136	SERV 8/6/12 PRESTON-PRISONER	10/12/12	226505	3,968.61-
00001 FORREST GENERAL HOSPITAL	34212241 PAY	00127740	12000137	SERV 8/1/11 PAYTON-PRISONER	10/12/12	226505	1,516.04-
00001 FORREST GENERAL HOSPITAL	34255117 MCE	00127740	12000138	SERV 8/11/12 MCELHANEY-PRSNR	10/12/12	226505	2,402.68-
00001 FORREST GENERAL HOSPITAL	33905621 LEE	00127740	12000177	SERVS 5/19/12 LEE-PRISONER	10/12/12	226505	248.20-
FORREST GENERAL HOSPITAL Sum							30,682.71-
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 1	00127692	12000025	EAP CHARGE 10/12	10/12/12	226506	1,785.00-
FORREST GENERAL HOSPITAL Sum							1,785.00-
00001 FUELMAN OF MS	BG127044 NP3	00127730	12000082	FUEL CHGS 9/17-23/12 POLICE	10/12/12	226507	42.37-
FUELMAN OF MS Sum							42.37-
00001 G & K SERVICES	1035305024	00127761	12000157	UNIFORMS 9/04 ENGR	10/12/12	226510	8.94-
00001 G & K SERVICES	1035307110	00127761	12000158	UNIFORMS 8/11 ENGR	10/12/12	226510	8.94-
00001 G & K SERVICES	1035309159	00127761	12000159	UNIFORMS 8/25 ENGR	10/12/12	226510	8.94-
00001 G & K SERVICES	1035311216	00127761	12000160	UNIFORMS 8/25/12 ENGR	10/12/12	226510	8.94-
00001 G & K SERVICES	1035305025	00127842	12000212	UNIFORMS 9/04 TRAFFIC	10/12/12	226510	24.00-
00001 G & K SERVICES	1035307111	00127842	12000213	UNIFORMS 9/11 TRAFFIC	10/12/12	226510	24.00-
00001 G & K SERVICES	1035309160	00127842	12000214	UNIFORMS 9/18 TRAFFIC	10/12/12	226510	24.00-
00001 G & K SERVICES	103511217	00127842	12000215	UNIFORMS 9/25 TRAFFIC	10/12/12	226510	24.00-
00001 G & K SERVICES	1035305026	00127842	12000216	UNIFORMS 9/04 CONSTR	10/12/12	226510	43.09-
00001 G & K SERVICES	1035307112	00127842	12000217	UNIFORMS 9/11 CONSTR	10/12/12	226510	43.09-
00001 G & K SERVICES	1035309161	00127842	12000218	UNIFORMS 9/18 CONSTR	10/12/12	226510	43.09-
00001 G & K SERVICES	1035311218	00127842	12000219	UNIFORMS 9/25 CONSTR	10/12/12	226510	43.09-
00001 G & K SERVICES	1035305027	00127842	12000220	MOP/MAT 9/04 CONSTR	10/12/12	226510	2.95-
00001 G & K SERVICES	1035307113	00127842	12000221	MOP/MAT 9/11 CONSTR	10/12/12	226510	2.95-
00001 G & K SERVICES	1035309162	00127842	12000222	MOP/MAT 9/18 CONSTR	10/12/12	226510	2.95-
00001 G & K SERVICES	1035311219	00127842	12000223	MOP/MAT 9/25 CONSTR	10/12/12	226510	2.95-
00001 G & K SERVICES	1035305047	00127842	12000224	UNIFORMS 9/04 AIRPORT	10/12/12	226510	12.00-
00001 G & K SERVICES	1035307133	00127842	12000225	UNIFORMS 9/11 AIRPORT	10/12/12	226510	12.00-
00001 G & K SERVICES	1035309182	00127842	12000226	UNIFORMS 9/18 AIRPORT	10/12/12	226510	12.00-
00001 G & K SERVICES	1035311239	00127842	12000227	UNIFORMS 9/25 AIRPORT	10/12/12	226510	12.00-
G & K SERVICES Sum							363.92-
00001 GALL'S INC	000042167	00126590	12000030	CLOTH ALLOW-MISENHELTER	10/12/12	226511	79.98-
GALL'S INC Sum							79.98-
00001 GAP INC (REFUNDS)	PRIVILEGE TA	00201325	12000285	PRIVILEGE TAX REFUND	10/12/12	226512	50.00-
GAP INC (REFUNDS) Sum							50.00-
00001 GWIN, BOBBY TC (REFUND)	MUNICIPAL CO	00020135	12000169	MUNICIPAL COURT REFUND	10/12/12	226514	22.73-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GWIN, BOBBY TC (REFUND)							
Sum							22.73-
00001 H'BURG AMERICAN ACCT #1	H12998 39329	00127885	12000231	PROOFS PUBLICATION 9/12	10/12/12	226515	1,737.74-
H'BURG AMERICAN ACCT #1							
Sum							1,737.74-
00001 H'BURG HYDRAULICS INC	49218	00127789	12000272	REPR PTS U#11911 STREET	10/12/12	226516	221.45-
H'BURG HYDRAULICS INC							
Sum							221.45-
00001 HARVEY, ROBERT G	10/03/12	00201314	12000013	PETTY CASH FOR NEW F/Y	10/03/12	16976	300.00-
HARVEY, ROBERT G							
Sum							300.00-
00001 HEALTHWORKS LLC	2500-24-2716	00127763	12000077	POST ACCIDENT DRUG SCREENS	10/12/12	226518	602.00-
HEALTHWORKS LLC							
Sum							602.00-
00001 HICKS, INES F (#75935)	10/03/12	00201314	12000020	PETTY CASH FOR NEW F/Y	10/03/12	16975	900.00-
HICKS, INES F (#75935)							
Sum							900.00-
00001 HILL, LEROY COFFEE CO IN	9981	00127946	12000287	COFFEE SERV M/ADM	10/12/12	226519	75.93-
HILL, LEROY COFFEE CO IN							
Sum							75.93-
00001 HOUSE PLAN ZONE LLC (REF	PRIVILEGE TA	00201325	12000286	PRIVILEGE TAX REFUND	10/12/12	226523	11.30-
HOUSE PLAN ZONE LLC (REF							
Sum							11.30-
00001 HUDSON'S TREASURE HUNT (	LARRY RANDOL	00020134	12000171	MERCHANT FEE & FINE	10/12/12	226524	60.14-
00001 HUDSON'S TREASURE HUNT (	FLORA MCNAIR	00020134	12000172	MERCHANT FEE & FINE	10/12/12	226524	99.59-
00001 HUDSON'S TREASURE HUNT (	DWAYNE BULLO	00020134	12000173	MERCHANT FEE & FINE	10/12/12	226524	63.17-
00001 HUDSON'S TREASURE HUNT (	M.THORNHILL	00020134	12000174	MERCHANT FEE & FINE	10/12/12	226524	53.51-
00001 HUDSON'S TREASURE HUNT (	RONNIE GRICE	00020134	12000175	MERCHANT FEE & FINE	10/12/12	226524	66.00-
HUDSON'S TREASURE HUNT (							
Sum							342.41-
00001 ICE PLANT INC	0486749	00127952	12000307	BAGS/ICE 10/9 PUBLIC WORKS	10/12/12	226525	88.20-
ICE PLANT INC							
Sum							88.20-
00001 IMG COLLEGE LLC	4319942	00127953	12000289	AD/SPONSORSHIP USM	10/12/12	226526	21,553.00-
IMG COLLEGE LLC							
Sum							21,553.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 INDOFF INC	2114180	00125235	12000060	BAL STMT	10/12/12	226528	91.98-
00001 INDOFF INC	2113649	00125235	12000061	BAL STMT	10/12/12	226528	45.99-
00001 INDOFF INC	2152547	00125235	12000062	BAL STMT	10/12/12	226528	137.97
00001 INDOFF INC	2123526	00125844	12000063	BAL STMT	10/12/12	226528	9.49-
00001 INDOFF INC	2132814	00125844	12000064	BAL STMT	10/12/12	226528	2.29
00001 INDOFF INC	2134350	00126365	12000065	BAL STMT	10/12/12	226528	39.99-
00001 INDOFF INC	2134573	00126365	12000066	BAL STMT	10/12/12	226528	39.99-
00001 INDOFF INC	2151073	00126365	12000067	BAL STMT	10/12/12	226528	79.98
INDOFF INC Sum							7.20-
00001 INSTITUTE OF TRANSPORTAT	37920 THOMPS	00127843	12000191	2013 DUES-THOMPSON	10/12/12	226529	255.00-
INSTITUTE OF TRANSPORTAT Sum							255.00-
00001 IRBY, STUART C CO	S007036485.0	00127529	12000036	ELEC SUPP-LIGHTS #6 FIRE STA	10/12/12	226531	238.46-
IRBY, STUART C CO Sum							238.46-
00001 JOHNNY'S WRECKER SERVICE	20630	00127858	12000275	TOWING U#17721 SANIT	10/12/12	226535	150.00-
00001 JOHNNY'S WRECKER SERVICE	20905	00127858	12000276	TOWING U#14407 SANIT	10/12/12	226535	300.00-
JOHNNY'S WRECKER SERVICE Sum							450.00-
00001 KEITH'S SUPERSTORE #135	PO#127750 8/	00127750	12000083	GASOLINE-NIGHT OF HURR ISAAC	10/12/12	226537	76.89-
KEITH'S SUPERSTORE #135 Sum							76.89-
00001 KENTWOOD SPRINGWATER	262029	00127727	12000091	DRINKING WATER POLICE DEPT	10/12/12	226538	161.25-
KENTWOOD SPRINGWATER Sum							161.25-
00001 KUYRKENDALL, BERT	TRAVEL REIMB	00127957	12000305	EXPNS TRUE SOUTH ECO DEV CRSE	10/12/12	226545	606.42-
KUYRKENDALL, BERT Sum							606.42-
00001 LAMAR AUTO SALVAGE INC	451342	00127118	12000090	REPR PTS U#16987 POLICE	10/12/12	226547	85.00-
LAMAR AUTO SALVAGE INC Sum							85.00-
00001 LANCASTER'S MACHINE & WE	20978	00127632	12000053	REPRS U#14408 SANIT	10/12/12	226548	5,220.00-
LANCASTER'S MACHINE & WE Sum							5,220.00-
00001 LEAF FOUNDATION, THE	PO#127443 10	00127443	12000233	PAGEANT AD LEAF FOUNDATION	10/12/12	226550	100.00-
LEAF FOUNDATION, THE Sum							100.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 LEXISNEXIS MATTHEW BENDE	36557587	00127733	12000080	2012 MS CODE BOOK	10/12/12	226552	54.94-
00001 LEXISNEXIS MATTHEW BENDE	36611395	00127794	12000081	2012 MS CODE SUPPLEMENTS	10/12/12	226552	468.89-
LEXISNEXIS MATTHEW BENDE Sum							523.83-
00001 LEXISNEXIS RISK DATA MAN	1127340-2012	00127819	12000182	ONLINE SEARCHES 9/12 POLICE	10/12/12	226553	50.00-
LEXISNEXIS RISK DATA MAN Sum							50.00-
00001 LOWE'S OF HATTIESBURG IN	935049	00126917	12000057	OFFICE SUPP GIS TRAFF COUNT	10/12/12	226554	112.83-
LOWE'S OF HATTIESBURG IN Sum							112.83-
00001 M & M PUBLISHING INC	1590A	00127954	12000288	HERE'S HATTIESBURG AD	10/12/12	226555	995.00-
M & M PUBLISHING INC Sum							995.00-
00001 MAILING PLACE INTERNATIO	15717	00127597	12000309	BULK MAILING FLOOD BROCHURES	10/12/12	226556	2,372.12-
MAILING PLACE INTERNATIO Sum							2,372.12-
00001 MAULDIN COMPANY	106987	00127103	12000192	REPR PTS U#8249 STREET	10/12/12	226557	127.08-
MAULDIN COMPANY Sum							127.08-
00001 MAURIN, MARY FOKES (REFU	CEMETERY SPA	00201333	12000241	BUY BACK CEMETERY SPACE	10/10/12	16995	200.00-
MAURIN, MARY FOKES (REFU Sum							200.00-
00001 MCCRORY, DONALD P	SERVICES 6/1	00127758	12000105	TRAINER 6/12-8/12 HOMELND SEC	10/12/12	226558	12,960.00-
MCCRORY, DONALD P Sum							12,960.00-
00001 MCELHANEY PLUMBING INC	198694	00127616	12000181	SERVICE CENTER SUPPLIES	10/12/12	226559	70.55-
00001 MCELHANEY PLUMBING INC	198142	00127723	12000199	PLUMB SUPP CIVIC CN PK GARAGE	10/12/12	226559	65.30-
00001 MCELHANEY PLUMBING INC	200426	00126831	12000201	HARDWARE SUPP 9/12 POLICE	10/12/12	226559	139.30-
MCELHANEY PLUMBING INC Sum							275.15-
00001 MEGAGATE	205876-00 9/	00127888	12000236	INET/NETWORK 10/12 INFO TECH	10/12/12	226562	7,108.50-
MEGAGATE Sum							7,108.50-
00001 METRO CRIMESTOPPERS INC	10/03/12	00201311	12000007	CITY COURT COSTS 09/12	10/03/12	16970	2,404.28-
METRO CRIMESTOPPERS INC Sum							2,404.28-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 MID SOUTH UNIFORM & SUPP	487257	00123473	12000087	POLICE CAPS-STOCK	10/12/12	226563	600.00-
00001 MID SOUTH UNIFORM & SUPP	487242	00125975	12000088	UNIFORMS-SEALY-POLICE	10/12/12	226563	183.00-
MID SOUTH UNIFORM & SUPP Sum							783.00-
00001 MIKE'S TIRE & WHEEL CO	2163273	00127825	12000324	TIRES U#17528 TRAFFIC	10/12/12	226564	717.24-
MIKE'S TIRE & WHEEL CO Sum							717.24-
00001 MINGLEDORFF'S INC	4438427-00	00127566	12000037	A/C REPR PTS #7 FIRE STA	10/12/12	226565	93.98-
MINGLEDORFF'S INC Sum							93.98-
00001 MOLLY MAID	SERVICE 10/1	00127818	12000198	SERV 10/12 CEM/FORESTRY	10/12/12	226569	245.00-
MOLLY MAID Sum							245.00-
00001 MORGAN, GENEVA GERMANY	TRAV ADVANCE	00127767	12000100	TRAV ADV-INVESTIGATORS SMNAR	10/12/12	226570	303.00-
MORGAN, GENEVA GERMANY Sum							303.00-
00001 MS ASSN GOVT PURCH/PROP	REG-UNDERWOO	00127978	12000296	UNDERWOOD-MAGPPA/LDRSHP CONF	10/12/12	226571	185.00-
MS ASSN GOVT PURCH/PROP Sum							185.00-
00001 MS DEPT OF INFORMATION T	IN 601 COZ27	00201319	12000068	NCIC MAINT 9/12 POLICE DEPT	10/12/12	226572	224.00-
MS DEPT OF INFORMATION T Sum							224.00-
00001 MS FIRE INVESTIGATORS AS	REG-MORGAN 1	00127766	12000104	REG-MORGAN-INVEST SMNAR	10/12/12	226573	125.00-
MS FIRE INVESTIGATORS AS Sum							125.00-
00001 MS GRASS NURSERY	23842	00127824	12000329	GRASS SOD CEMETERY GRAVES	10/12/12	226574	90.00-
MS GRASS NURSERY Sum							90.00-
00001 MS MUNICIPAL LEAGUE	17608	00127945	12000295	2013 MEMBERSHIP FEE	10/12/12	226575	14,097.00-
MS MUNICIPAL LEAGUE Sum							14,097.00-
00001 MS POWER COMPANY	10/12 GENERA	00020131	12000278	MNTHLY ELEC-GENERAL	10/12/12	226576	5,685.86-
MS POWER COMPANY Sum							5,685.86-
00001 MS STATE/SECRETARY OF ST	NOTARY APPL-	00127741	12000093	NOTARY APPL-HICKS-POLICE DEPT	10/12/12	226577	25.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MS STATE/SECRETARY OF ST							
Sum							25.00-
00001 MS STATE/TREASURER/FINAN	20/2012	00201310	12000003	FINE COLLECTIONS 09/2012	10/03/12	16966	126,718.60-
MS STATE/TREASURER/FINAN							
Sum							126,718.60-
00001 MYERS, EDGAR R	TRAVEL REIMB	00127950	12000330	EXPNS DIRECTOR MEETING TUPELO	10/12/12	226578	382.10-
MYERS, EDGAR R							
Sum							382.10-
00001 NAPA AUTO PARTS	475718	00127105	12000031	REPR PTS POLICE STOCK	10/12/12	226579	55.56-
00001 NAPA AUTO PARTS	475716	00127105	12000032	REPR PTS POLICE STOCK	10/12/12	226579	55.56-
00001 NAPA AUTO PARTS	475719	00127105	12000033	REPR PTS POLICE STOCK	10/12/12	226579	9.96-
00001 NAPA AUTO PARTS	476533	00127553	12000039	REPR PTS U#15640 STREET	10/12/12	226579	23.72-
00001 NAPA AUTO PARTS	476501	00127553	12000040	REPR PTS U#9804 SHOP	10/12/12	226579	85.89-
00001 NAPA AUTO PARTS	476532	00127553	12000041	REPR PTS U#18602 CEMETERY	10/12/12	226579	13.19-
00001 NAPA AUTO PARTS	476531	00127338	12000047	ANTIFREEZE U#16496 SHOP	10/12/12	226579	29.98-
00001 NAPA AUTO PARTS	476530	00127399	12000054	REPR PTS U#7358 HEALTH	10/12/12	226579	28.16-
00001 NAPA AUTO PARTS	477341	00127489	12000257	MAINT SUPP FIRE MECHANIC	10/12/12	226579	58.76-
00001 NAPA AUTO PARTS	475707	00127091	12000321	REPR PTS POLICE STOCK	10/12/12	226579	61.43-
00001 NAPA AUTO PARTS	475708	00127091	12000322	REPR PTS U#17315 POLICE	10/12/12	226579	68.89-
NAPA AUTO PARTS							
Sum							491.10-
00001 NEWELL PAPER COMPANY	545287	00126631	12000024	JANIT SUPP TRAIN DEPOT	10/12/12	226580	162.00-
00001 NEWELL PAPER COMPANY	543736	00127067	12000027	JANIT SUPP POLICE DEPT	10/12/12	226580	1,767.68-
00001 NEWELL PAPER COMPANY	545291	00127067	12000028	JANIT SUPP POLICE DEPT	10/12/12	226580	71.28-
00001 NEWELL PAPER COMPANY	544558	00127462	12000194	JANIT SUPP PUBLIC WORKS	10/12/12	226580	258.32-
00001 NEWELL PAPER COMPANY	544955	00127462	12000195	JANIT SUPP PUBLIC WORKS	10/12/12	226580	142.32-
NEWELL PAPER COMPANY							
Sum							2,401.60-
00001 OFFICE DEPOT INC	1508644465	00127437	12000023	OFFICE SUPP PLANNING DEPT	10/12/12	226584	264.05-
00001 OFFICE DEPOT INC	626875577001	00127626	12000252	OFFICE SUPP P/F ACADEMY	10/12/12	226584	10.72-
00001 OFFICE DEPOT INC	626875578001	00127626	12000253	OFFICE SUPP P/F ACADEMY	10/12/12	226584	15.79-
00001 OFFICE DEPOT INC	626959053001	00127626	12000254	OFFICE SUPP P/F ACADEMY	10/12/12	226584	15.99-
00001 OFFICE DEPOT INC	626959054001	00127626	12000255	OFFICE SUPP P/F ACADEMY	10/12/12	226584	8.28-
00001 OFFICE DEPOT INC	1488557564	00126050	12000290	OFFICE SUPP RISK MGMT	10/12/12	226584	191.45-
00001 OFFICE DEPOT INC	1505075443	00127070	12000312	OFFICE SUPP URBAN DEV	10/12/12	226584	1,242.09-
00001 OFFICE DEPOT INC	623992914001	00127070	12000313	OFFICE SUPP URBAN DEV	10/12/12	226584	347.79-
00001 OFFICE DEPOT INC	623992915001	00127070	12000314	OFFICE SUPP URBAN DEV	10/12/12	226584	11.99-
00001 OFFICE DEPOT INC	623992916001	00127070	12000315	OFFICE SUPP URBAN DEV	10/12/12	226584	62.99-
00001 OFFICE DEPOT INC	624027392001	00127070	12000316	OFFICE SUPP URBAN DEV	10/12/12	226584	89.97-
00001 OFFICE DEPOT INC	624170150001	00127070	12000317	OFFICE SUPP URBAN DEV	10/12/12	226584	134.68-
00001 OFFICE DEPOT INC	624307224001	00127070	12000318	OFFICE SUPP URBAN DEV	10/12/12	226584	12.77-
00001 OFFICE DEPOT INC	624170150001	00127982	12000319	ADDL AMT DUE PO#127070	10/12/12	226584	109.98-
OFFICE DEPOT INC							
Sum							2,518.54-
00001 OWENS BUSINESS MACHINES	241586	00127568	12000072	COPIER REPR MUN COURT	10/12/12	226585	299.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
OWENS BUSINESS MACHINES							
Sum							299.00-
00001 PEANUTS TOWING SERVICE	60893	00127732	12000097	TOWING U#17316 POLICE	10/12/12	226587	65.00-
00001 PEANUTS TOWING SERVICE	61136	00127797	12000098	TOWING SEIZED VEHICLE	10/12/12	226587	165.00-
PEANUTS TOWING SERVICE							
Sum							230.00-
00001 PEARL RIVER VALLEY EPA (	102100005 10	00020131	12000281	MNTHLY 10/12 #8 FIRE STA	10/12/12	226588	1,180.46-
00001 PEARL RIVER VALLEY EPA (	10/12 GENERA	00020131	12000282	MNTHLY 10/12 PUBLIC SERVICES	10/12/12	226588	4,388.54-
PEARL RIVER VALLEY EPA (							
Sum							5,569.00-
00001 PICKERING, ROBERT V	10/03/12	00201314	12000017	PETTY CASH FOR NEW F/Y	10/03/12	16980	200.00-
PICKERING, ROBERT V							
Sum							200.00-
00001 PINE BELT OIL COMPANY IN	620196	00127706	12000045	MNTHLY GAS CARD FEES PUB WRKS	10/12/12	226590	427.57-
00001 PINE BELT OIL COMPANY IN	POLICE 9/1-9	00127684	12000084	MINIT MART CHGS 9/12 POLICE	10/12/12	226590	6,670.26-
00001 PINE BELT OIL COMPANY IN	FIRE 9/1-9/3	00127684	12000085	MINIT MART CHGS 9/12 FIRE	10/12/12	226590	2,218.23-
00001 PINE BELT OIL COMPANY IN	POLICE 9/1-9	00127921	12000242	ADDL MINIT MART CHGS POLICE	10/12/12	226590	19.23-
PINE BELT OIL COMPANY IN							
Sum							9,335.29-
00001 PINE BELT REGIONAL SOLID	100006 9/12	00128005	12000331	REFUSE DISPOSAL 9/12 SANIT	10/12/12	226591	36,318.56-
PINE BELT REGIONAL SOLID							
Sum							36,318.56-
00001 POLK, JAMES RAY ARCHITEC	TWIN FORKS R	00127947	12000291	PHASE I SERVS TWIN FORKS	10/12/12	226592	12,000.00-
POLK, JAMES RAY ARCHITEC							
Sum							12,000.00-
00001 POWER PLUS INC	11256	00127593	12000163	MAINT SUPP STREET DEPT	10/12/12	226594	438.20-
POWER PLUS INC							
Sum							438.20-
00001 PRESLEY, PAUL E	10/03/12	00201314	12000016	PETTY CASH FOR NEW F/Y	10/03/12	16979	800.00-
PRESLEY, PAUL E							
Sum							800.00-
00001 PRUITT GROUP, THE	LOBBY RETAIN	00127689	12000026	LOBBYING RETAINER FEE 10/12	10/12/12	226596	3,000.00-
PRUITT GROUP, THE							
Sum							3,000.00-
00001 PUCKETT MACHINERY COMPAN	P05C5536270	00127633	12000042	REPR PTS U#14956 STREET	10/12/12	226597	53.10-
PUCKETT MACHINERY COMPAN							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							53.10-
00001 RJ YOUNG COMPANY	297741	00127728	12000099	COPIER 8/28-9/28 DETECTIVES	10/12/12	226600	518.00-
00001 RJ YOUNG COMPANY	298127	00127765	12000101	COPIER 8/26-9/26 ACADEMY	10/12/12	226600	323.91-
00001 RJ YOUNG COMPANY	297689	00127817	12000186	COPIER MAINT 8/28-9/28 FIRE	10/12/12	226600	196.00-
00001 RJ YOUNG COMPANY	208467 BAL S	00127765	12000200	BAL STMT	10/12/12	226600	38.00
00001 RJ YOUNG COMPANY	287769	00127886	12000256	COPIER MAINT 6/25-7/26 ACDMY	10/12/12	226600	320.85-
00001 RJ YOUNG COMPANY	298426	00127962	12000304	COPIER MAINT 8/28-9/28 ENGR	10/12/12	226600	320.65-
RJ YOUNG COMPANY Sum							1,641.41-
00001 ROGERS, KEVIN & ASSOCIAT	OPINION-SHOR	00127231	12000259	TITLE OPINION SHORT 7TH ST	10/12/12	226601	150.00-
00001 ROGERS, KEVIN & ASSOCIAT	OPINION-1304	00127367	12000260	TITLE OPINION 1304 ELIZABETH	10/12/12	226601	250.00-
00001 ROGERS, KEVIN & ASSOCIAT	OPINION-1302	00127367	12000261	TITLE OPINION 1302 ELIZABETH	10/12/12	226601	250.00-
00001 ROGERS, KEVIN & ASSOCIAT	OPINION-1306	00127367	12000262	TITLE OPINION 1306 ELIZABETH	10/12/12	226601	250.00-
00001 ROGERS, KEVIN & ASSOCIAT	OPINION-1308	00127367	12000263	TITLE OPINION 1308 ELIZABETH	10/12/12	226601	250.00-
00001 ROGERS, KEVIN & ASSOCIAT	OPINION-509	00127367	12000264	TITLE OPINION 509 NEW ORLEANS	10/12/12	226601	250.00-
00001 ROGERS, KEVIN & ASSOCIAT	OPINION-803	00127367	12000265	TITLE OPINION 803 NEW ORLEANS	10/12/12	226601	250.00-
00001 ROGERS, KEVIN & ASSOCIAT	OPINION-704	00127367	12000266	TITLE OPINION 704 MOBILE ST	10/12/12	226601	250.00-
00001 ROGERS, KEVIN & ASSOCIAT	OPINION-5132	00127367	12000267	TITLE OPINION 5132 HWY 42	10/12/12	226601	250.00-
00001 ROGERS, KEVIN & ASSOCIAT	OPINION-103	00127749	12000268	TITLE OPINION 103 INDEPENDENC	10/12/12	226601	150.00-
ROGERS, KEVIN & ASSOCIAT Sum							2,300.00-
00001 RYAN MOTORS INC	211506	00127796	12000258	REPRS U#14699 FIRE DEPT	10/12/12	226602	1,579.03-
RYAN MOTORS INC Sum							1,579.03-
00001 SCHWANDT, MARILYN T	10/03/12	00201314	12000018	PETTY CASH FOR NEW F/Y	10/03/12	16981	900.00-
SCHWANDT, MARILYN T Sum							900.00-
00001 SHERWIN-WILLIAMS COMPANY	6803-8	00127638	12000179	SPACKLE-LEAK REPR CITY HALL	10/12/12	226603	18.49-
00001 SHERWIN-WILLIAMS COMPANY	2605-3	00127643	12000180	WALL PAINT 2ND FLR CITY HALL	10/12/12	226603	39.70-
00001 SHERWIN-WILLIAMS COMPANY	2642-6	00127653	12000302	PAINT SUPP VARI FIRE STATIONS	10/12/12	226603	174.63-
00001 SHERWIN-WILLIAMS COMPANY	2643-4	00127653	12000311	CREDIT	10/12/12	226603	16.42
SHERWIN-WILLIAMS COMPANY Sum							216.40-
00001 SKILLPATH SEMINARS	10502707 LIG	00127880	12000269	REG-LIGGINS 11/15/12 SMNAR	10/12/12	226608	139.00-
00001 SKILLPATH SEMINARS	10502711 JAC	00127880	12000270	REG-JACKSON 11/15/12 SMNAR	10/12/12	226608	139.00-
SKILLPATH SEMINARS Sum							278.00-
00001 SOLAR SUPPLY INC	0562663	00127595	12000092	TAPE SUPP POLICE MAINT	10/12/12	226612	34.87-
SOLAR SUPPLY INC Sum							34.87-
00001 SOUTH MS BUSINESS MACHIN	AR65036	00127879	12000323	RE-INSTALL PAYCLOCK SOFTWARE	10/12/12	226614	99.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SOUTH MS BUSINESS MACHIN							
Sum							99.00-
00001 SOUTH MS EMERGENCY PHYSI	112674036/27	00127735	12000140	SERV 7/7/12 KIRKLAND-PRISONER	10/12/12	226615	763.00-
00001 SOUTH MS EMERGENCY PHYSI	111776494/27	00127735	12000141	SERV 6/5/12 CONNER-PRISONER	10/12/12	226615	852.00-
00001 SOUTH MS EMERGENCY PHYSI	113105648/27	00127735	12000142	SERV 7/23/12 JONES-PRISONER	10/12/12	226615	692.00-
00001 SOUTH MS EMERGENCY PHYSI	113788103/27	00127735	12000143	SERV 8/17/12 BROWN-PRISONER	10/12/12	226615	763.00-
00001 SOUTH MS EMERGENCY PHYSI	113788104/27	00127735	12000144	SERV 8/16/12 BROWN-PRISONER	10/12/12	226615	763.00-
00001 SOUTH MS EMERGENCY PHYSI	113728638/27	00127735	12000145	SERV 8/13/12 LITTLE-PRISONER	10/12/12	226615	512.00-
00001 SOUTH MS EMERGENCY PHYSI	113401059/27	00127735	12000146	SERV 8/1/12 PAYTON-PRISONER	10/12/12	226615	782.00-
00001 SOUTH MS EMERGENCY PHYSI	113696975/27	00127735	12000147	SERV 8/11/12 MCELHANEY-PRSNR	10/12/12	226615	763.00-
00001 SOUTH MS EMERGENCY PHYSI	112102566/27	00127735	12000148	SERV 6/18/12 CLAYTON-PRISONER	10/12/12	226615	512.00-
00001 SOUTH MS EMERGENCY PHYSI	110521770 DE	00127735	12000149	SERV 4/21/12 DEXTER-PRISONER	10/12/12	226615	1,916.00-
SOUTH MS EMERGENCY PHYSI							
Sum							8,318.00-
00001 SOUTHERN BEVERAGE (BAD C	DANIEL WALLE	00020134	12000176	MERCHANT FEE & FINE	10/12/12	226616	8.62-
SOUTHERN BEVERAGE (BAD C							
Sum							8.62-
00001 SOUTHERN PINE ELECTRIC P	10/12 GENERA	00020131	12000280	MNTHLY 10/12 PUBLIC SERVICES	10/12/12	226617	1,411.34-
SOUTHERN PINE ELECTRIC P							
Sum							1,411.34-
00001 SOUTHERN PINES ANIMAL SH	10/12	00127793	12000164	HANDLING,HOUSING 10/12	10/12/12	226618	9,374.00-
SOUTHERN PINES ANIMAL SH							
Sum							9,374.00-
00001 SOUTHERN TIRE MART LLC	11066846	00127563	12000043	RECAP TIRES SANIT STOCK	10/12/12	226620	501.95-
00001 SOUTHERN TIRE MART LLC	11066990	00127563	12000044	TIRES U#13722 STREET	10/12/12	226620	260.80-
00001 SOUTHERN TIRE MART LLC	11067421	00127669	12000052	RECAP TIRES U#17722 SANIT	10/12/12	226620	895.80-
00001 SOUTHERN TIRE MART LLC	11664472	00125674	12000155	TRAILER TIRES STREET DEPT	10/12/12	226620	912.45-
00001 SOUTHERN TIRE MART LLC	11067246	00127663	12000156	RECAP TIRES U#16082 STREET	10/12/12	226620	1,272.00-
SOUTHERN TIRE MART LLC							
Sum							3,843.00-
00001 SOUTHGROUP (GALEY)	HATT-30 1996	00127729	12000094	SURETY BOND-CHIEF BOLTON	10/12/12	226621	175.00-
00001 SOUTHGROUP (GALEY)	HATT-30 1996	00127937	12000294	BOND RENEWAL MYERS 11/12-13	10/12/12	226621	375.00-
SOUTHGROUP (GALEY)							
Sum							550.00-
00001 STANDARD OFFICE SUPPLY C	0028406-001	00127117	12000071	CITATIONS/TICKETS MUN COURT	10/12/12	226622	2,801.00-
00001 STANDARD OFFICE SUPPLY C	0028596-001	00127756	12000178	COPY PAPER PURCH/ACCTG	10/12/12	226622	199.95-
STANDARD OFFICE SUPPLY C							
Sum							3,000.95-
00001 STATE FIRE ACADEMY	20013 ROBBIN	00127768	12000102	NO SHOW FEE ROBBINS 9/10/12	10/12/12	226623	50.00-
00001 STATE FIRE ACADEMY	20002 SMITH	00127844	12000103	NO SHOW FEE SMITH 8/20/12	10/12/12	226623	50.00-
STATE FIRE ACADEMY							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							100.00-
00001 STRATEGIC SYSTEMS & TECH	IN54112	00127442	12000022	PROP TAGS/PRINTER SUPP-ACCTG	10/12/12	226624	187.04-
STRATEGIC SYSTEMS & TECH Sum							187.04-
00001 THYSSENKRUPP ELEVATOR CO	298282	00127700	12000055	MAINT 10/12 PINE ST GARAGE	10/12/12	226626	410.45-
THYSSENKRUPP ELEVATOR CO Sum							410.45-
00001 TRACTOR SUPPLY	200113735	00126757	12000196	HAND TOOLS SANIT DEPT	10/12/12	226627	567.76-
TRACTOR SUPPLY Sum							567.76-
00001 TRI-TECH INC	83809	00127613	12000089	BLOOD/URINE COLLECT KITS	10/12/12	226628	344.69-
TRI-TECH INC Sum							344.69-
00001 TRUCKPRO INC	039-0509845	00127525	12000185	REPR PTS U#13560 FIRE DEPT	10/12/12	226631	65.99-
00001 TRUCKPRO INC	039-0510286	00127658	12000197	REPR PTS U#17730 SANIT	10/12/12	226631	431.13-
00001 TRUCKPRO INC	039-0510861	00127866	12000273	REPR PTS SANIT STOCK	10/12/12	226631	859.51-
TRUCKPRO INC Sum							1,356.63-
00001 TRUSTMARK NATIONAL BANK/	18143/284011	00201312	12000008	GARBAGE CAN LEASE DUE 10/30	10/03/12	16971	23,186.40-
TRUSTMARK NATIONAL BANK/ Sum							23,186.40-
00001 UNDERWOOD, VERLINA	TRAV ADVANCE	00127977	12000310	TRAV ADV MAGPPA CONF BILOXI	10/12/12	226635	624.00-
UNDERWOOD, VERLINA Sum							624.00-
00001 UNDERWOOD'S SMALL ENGINE	42836	00127223	12000035	MOWER BELT LAKEVIEW RANGE	10/12/12	226636	42.95-
UNDERWOOD'S SMALL ENGINE Sum							42.95-
00001 USM/CONTRACTS & GRANTS A	GM004423 8/1	00127956	12000303	JABG SWORD GRANT REIMB 8/12	10/12/12	226637	5,689.33-
USM/CONTRACTS & GRANTS A Sum							5,689.33-
00001 V F W OF THE US	PARKING SPAC	00127685	12000056	PARKING SPACES 10/12	10/12/12	226638	75.00-
V F W OF THE US Sum							75.00-
00001 VESELY'S NURSERY	PO#127834 10	00127834	12000320	FALL PLANTS CITY HALL L'SCAPE	10/12/12	226640	487.50-
VESELY'S NURSERY							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							487.50-
00001 WARREN PAVING INC	10621MB	00125577	12000059	CRUSHED CONCRETE VARI LOC	10/12/12	226643	1,317.87-
WARREN PAVING INC Sum							1,317.87-
00001 WASTE MANAGEMENT OF SOUT	005992-2526-	00128006	12000332	REFUSE DISPOSAL 9/17-28 SANIT	10/12/12	226644	4,930.64-
WASTE MANAGEMENT OF SOUT Sum							4,930.64-
00001 WASTE PRO HATTIESBURG	0000202236	00127935	12000308	RECYLE FEES RESIDENTIAL SERV	10/12/12	226645	20,784.30-
WASTE PRO HATTIESBURG Sum							20,784.30-
00001 WATCH GUARD VIDEO	SRINV0005084	00127731	12000095	IN-CAR VIDEO CAMERA REPR	10/12/12	226646	440.50-
00001 WATCH GUARD VIDEO	SRINV0005069	00127731	12000096	IN-CAR VIDEO CAMERA REPR	10/12/12	226646	73.00-
WATCH GUARD VIDEO Sum							513.50-
00001 WATERS INTERNATIONAL TRU	8-222790042	00127786	12000274	REPR PTS U#17720 SANIT	10/12/12	226647	115.84-
WATERS INTERNATIONAL TRU Sum							115.84-
00001 WILLMUT GAS & OIL COMPAN	10/12 GENERA	00020131	12000277	MNTHLY GAS-GENERAL	10/12/12	226650	351.98-
WILLMUT GAS & OIL COMPAN Sum							351.98-
00001 WORKWELL SERVICES	4604 5155	00127762	12000078	EMP DRUG SCREENS 9/12	10/12/12	226651	703.00-
WORKWELL SERVICES Sum							703.00-
Sum							1,494,659.57-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	222682	00127760	12000015	FIRE ANT POISON	10/12/12	226436	156.00-
A & R FARM AND GARDEN Sum							156.00-
00002 AGRI-AFC LLC	1031704	00127753	12000020	GRASS SEED/FERT-VETERANS PARK	10/12/12	226438	78.50-
AGRI-AFC LLC Sum							78.50-
00002 ALL SOUTH PORTABLE SANIT	9481	00127313	12000019	PORTALETS MOBILE/BOUIE STS	10/12/12	226441	780.00-
ALL SOUTH PORTABLE SANIT Sum							780.00-
00002 ALLEN, MATT	OFFICIAL 9/2	00201332	12000054	OFFICIAL-ADULT SOFTBALL	10/12/12	226442	136.00-
ALLEN, MATT Sum							136.00-
00002 ANOINTED HANDS CLEANING	SERVICE 9/12	00127664	12000007	SERVS 9/12 GRNDS MAINT OFFICE	10/12/12	226443	250.00-
00002 ANOINTED HANDS CLEANING	SERVICE 10/1	00127791	12000009	SERVS 10/12 GRNDS MNT OFFICE	10/12/12	226443	250.00-
ANOINTED HANDS CLEANING Sum							500.00-
00002 AUTO ARMATURE SERVICE IN	5748	00127639	12000025	ALTERNATOR U#9603 GRNDS MAINT	10/12/12	226449	140.00-
00002 AUTO ARMATURE SERVICE IN	5892	00127882	12000026	BATTERY U#8937 GRNDS MAINT	10/12/12	226449	119.95-
AUTO ARMATURE SERVICE IN Sum							259.95-
00002 BELL, DEVON	OFFICIAL 9/2	00201332	12000055	OFFICIAL-ADULT SOFTBALL	10/12/12	226452	68.00-
BELL, DEVON Sum							68.00-
00002 BETTS, SHERMAN	OFFICIAL 9/2	00201332	12000056	OFFICIAL-ADULT SOFTBALL	10/12/12	226454	323.00-
BETTS, SHERMAN Sum							323.00-
00002 BOND, MARK	OFFICIAL 9/2	00201332	12000057	OFFICIAL-ADULT SOFTBALL	10/12/12	226457	332.00-
BOND, MARK Sum							332.00-
00002 BURKE, HOWARD	OFFICIAL 9/2	00201332	12000058	OFFICIAL-ADULT SOFTBALL	10/12/12	226461	136.00-
BURKE, HOWARD Sum							136.00-
00002 CICIS PIZZA	PO#127772 10	00127772	12000023	FOOD-VOLUNTEERS-MOBILE FESTVL	10/12/12	226470	50.00-
CICIS PIZZA Sum							50.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 CITY OF HATTIESBURG FUND	10/03/12	00201315	12000002	TRF 1ST 10/12 PAYROLL	10/03/12	36004	39,718.32-
CITY OF HATTIESBURG FUND Sum							39,718.32-
00002 CLINESIGNS	1507	00127683	12000074	CITY DECAL SET U#18680	10/12/12	226473	145.00-
CLINESIGNS Sum							145.00-
00002 COLEMAN NURSERY	PO#127688 10	00127688	12000013	RED MULCH MOBILE ST	10/12/12	226476	34.00-
COLEMAN NURSERY Sum							34.00-
00002 COMMERCIAL STATIONERY CO	333282-0	00126616	12000006	SENIOR CNTR SUPPLIES 8/12	10/12/12	226479	77.90-
COMMERCIAL STATIONERY CO Sum							77.90-
00002 COUNTRYTYME FRUIT STAND	605048 PO#12	00127821	12000022	FALL DECORATIONS-CITY WIDE	10/12/12	226482	166.86-
COUNTRYTYME FRUIT STAND Sum							166.86-
00002 CURTIS, GEORGE	SPORTS SERVS	00201329	12000042	SPORTS SUPPPORT SERVICES	10/12/12	226484	189.00-
CURTIS, GEORGE Sum							189.00-
00002 CURTIS, MALCOLM	OFFICIAL 9/2	00201332	12000059	OFFICIAL-ADULT SOFTBALL	10/12/12	226485	204.00-
CURTIS, MALCOLM Sum							204.00-
00002 DIXON, TIMOTHY	OFFICIAL 9/2	00201332	12000060	OFFICIAL-ADULT SOFTBALL	10/12/12	226488	238.00-
DIXON, TIMOTHY Sum							238.00-
00002 DUNMORE, JOHNATHAN	SPORTS SERVS	00201329	12000043	SPORTS SUPPORT SERVICES	10/12/12	226490	175.00-
DUNMORE, JOHNATHAN Sum							175.00-
00002 EASTERLING, ISAIAH (POLL	OFFICIAL 9/2	00201332	12000061	OFFICIAL-ADULT SOFTBALL	10/12/12	226492	136.00-
EASTERLING, ISAIAH (POLL Sum							136.00-
00002 ECONOMY SUPPLY CO	178815	00127698	12000016	DEAD BOLTS TMBRTN RESTROOMS	10/12/12	226493	43.00-
ECONOMY SUPPLY CO Sum							43.00-
00002 ELKINS WHOLESALE INC	154547-00	00127696	12000012	JANIT SUPP GRNDS MAINT	10/12/12	226495	400.86-
00002 ELKINS WHOLESALE INC	146674-00	00128009	12000078	JANIT SUPP PO#146674 GRNDS MT	10/12/12	226495	710.88-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ELKINS WHOLESALE INC Sum							1,111.74-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 9/2	00201332	12000062	OFFICIAL-ADULT SOFTBALL	10/12/12	226496	136.00-
ESTERS, WILLARD (BUTCH) Sum							136.00-
00002 FAIRLEY, WILLIAM (VASTON	SPORTS SERVS	00201329	12000044	SPORTS SUPPORT SERVICES	10/12/12	226497	270.00-
FAIRLEY, WILLIAM (VASTON Sum							270.00-
00002 HARRIS, DRE	SPORTS SERVS	00201329	12000045	SPORTS SUPPORT SERVICES	10/12/12	226517	112.00-
HARRIS, DRE Sum							112.00-
00002 HOOKER, CONNELLA	OFFICIAL 9/2	00201330	12000035	OFFICIAL-ADULT FLAG FTBALL	10/12/12	226521	30.00-
HOOKER, CONNELLA Sum							30.00-
00002 HOSKINS, JAZAMINE	SPORTS SERVS	00201329	12000046	SPORTS SUPPORT SERVICES	10/12/12	226522	112.00-
HOSKINS, JAZAMINE Sum							112.00-
00002 INTERIOR CONSTRUCTION SU	0045917	00127292	12000024	CEILING TILE-GRNDS OFFC-ISAAC	10/12/12	226530	43.52-
INTERIOR CONSTRUCTION SU Sum							43.52-
00002 JONES, ANN	10/03/12	00201317	12000004	PETTY CASH FOR NEW F/Y	10/03/12	36032	500.00-
JONES, ANN Sum							500.00-
00002 KEITH, COREY	OFFICIAL 9/2	00201332	12000063	OFFICIAL-ADULT SOFTBALL	10/12/12	226536	136.00-
KEITH, COREY Sum							136.00-
00002 KETTLEY, VERONICA	SPORTS SERVS	00201329	12000047	SPORTS SUPPORT SERVICES	10/12/12	226539	21.00-
KETTLEY, VERONICA Sum							21.00-
00002 KEYS, MECHEKA	SPORTS SERVS	00201329	12000048	SPORTS SUPPORT SERVICES	10/12/12	226540	77.00-
KEYS, MECHEKA Sum							77.00-
00002 KEYS, TRAVIS	OFFICIAL 9/2	00201330	12000036	OFFICIAL-ADULT FLAG FTBALL	10/12/12	226541	40.00-
KEYS, TRAVIS							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							40.00-
00002 KINSEY WELDING	4806	00127883	12000075	BURGLAR SHIELDS JC PRESSBOX	10/12/12	226542	1,750.00-
00002 KINSEY WELDING	4807(A)	00127883	12000076	SECURITY GATE TATUM PARK	10/12/12	226542	1,800.00-
00002 KINSEY WELDING	4807(B)	00127959	12000077	SECURITY GATE TATUM PARK	10/12/12	226542	1,000.00-
KINSEY WELDING Sum							4,550.00-
00002 KIRKSEY, JOHNATHAN	OFFICIAL 9/2	00201332	12000064	OFFICIAL-ADULT SOFTBALL	10/12/12	226543	102.00-
KIRKSEY, JOHNATHAN Sum							102.00-
00002 KIRKSEY, NANCY JONES	SPORTS SERVS	00201329	12000049	SPORTS SUPPORT SERVICES	10/12/12	226544	250.00-
KIRKSEY, NANCY JONES Sum							250.00-
00002 LANGHAM, PAUL	OFFICIAL 9/2	00201330	12000037	OFFICIAL-ADULT FLAG FTBALL	10/12/12	226549	30.00-
LANGHAM, PAUL Sum							30.00-
00002 LEE, REGINALD	OFFICIAL 9/2	00201332	12000065	OFFICIAL-ADULT SOFTBALL	10/12/12	226551	68.00-
LEE, REGINALD Sum							68.00-
00002 MCNAIR, EVELENE	OFFICIAL 9/2	00201332	12000066	OFFICIAL-ADULT SOFTBALL	10/12/12	226560	255.00-
MCNAIR, EVELENE Sum							255.00-
00002 MCSWAIN, ZATANA	OFFICIAL 9/2	00201330	12000038	OFFICIAL-ADULT FLAG FTBALL	10/12/12	226561	30.00-
MCSWAIN, ZATANA Sum							30.00-
00002 MIKE'S TIRE & WHEEL CO	2163234	00127777	12000018	TIRE U#14127	10/12/12	226564	155.99-
00002 MIKE'S TIRE & WHEEL CO	2163242	00127800	12000027	TIRE U#17998 GRNDS MAINT	10/12/12	226564	81.32-
00002 MIKE'S TIRE & WHEEL CO	2163247	00127809	12000028	TIRE REPR U#17561 GRNDS MAINT	10/12/12	226564	10.50-
00002 MIKE'S TIRE & WHEEL CO	2163246	00127810	12000029	MOWER TIRE TUBE REPAIR	10/12/12	226564	22.09-
00002 MIKE'S TIRE & WHEEL CO	2163254	00127823	12000030	TIRE U#17714 GRNDS MAINT	10/12/12	226564	117.36-
MIKE'S TIRE & WHEEL CO Sum							387.26-
00002 MINGO, DEMYRON MANDELA	OFFICIAL 9/2	00201332	12000067	OFFICIAL-ADULT SOFTBALL	10/12/12	226566	136.00-
MINGO, DEMYRON MANDELA Sum							136.00-
00002 MS GRASS NURSERY	23835	00127680	12000021	GRASS SOD MOBILE ST	10/12/12	226574	705.00-
MS GRASS NURSERY Sum							705.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 MS POWER COMPANY	10/12 PKS/RE	00020131	12000034	MNTHLY ELEC-PARKS & REC	10/12/12	226576	1,314.37-
MS POWER COMPANY Sum							1,314.37-
00002 OFFICE DEPOT INC	1511002318	00127612	12000014	PRINTER INK GRNDS MAINT OFFC	10/12/12	226584	31.90-
OFFICE DEPOT INC Sum							31.90-
00002 PATTERSON, ISIAH	OFFICIAL 9/2	00201332	12000068	OFFICIAL-ADULT SOFTBALL	10/12/12	226586	374.00-
PATTERSON, ISIAH Sum							374.00-
00002 POWELL, RANDY	SPORTS SERVS	00201329	12000050	SPORTS SUPPORT SERVICES	10/12/12	226593	112.00-
POWELL, RANDY Sum							112.00-
00002 SHOULTZ, PATRICK TODD	OFFICIAL 9/2	00201332	12000069	OFFICIAL-ADULT SOFTBALL	10/12/12	226604	272.00-
SHOULTZ, PATRICK TODD Sum							272.00-
00002 SIMPSON, LYNN	OFFICIAL 9/2	00201332	12000070	OFFICIAL-ADULT SOFTBALL	10/12/12	226606	68.00-
SIMPSON, LYNN Sum							68.00-
00002 SIMPSON, NELDA	SPORTS SERVS	00201329	12000051	SPORTS SUPPORT SERVICES	10/12/12	226607	28.00-
SIMPSON, NELDA Sum							28.00-
00002 SMITH, PRESTON	OFFICIAL 9/2	00201330	12000039	OFFICIAL-ADULT FLAG FTBALL	10/12/12	226610	20.00-
SMITH, PRESTON Sum							20.00-
00002 SMITH, THOMAS III	OFFICIAL 9/2	00201330	12000040	OFFICIAL-ADULT FLAG FTBALL	10/12/12	226611	20.00-
SMITH, THOMAS III Sum							20.00-
00002 SOUTH MS ART ASSN (SMAA)	2012/13 CERA	00127754	12000010	2012/13 CERAMICS CONTRACT	10/12/12	226613	13,000.00-
SOUTH MS ART ASSN (SMAA) Sum							13,000.00-
00002 STANDARD OFFICE SUPPLY C	0027842-001	00127240	12000031	PRINTER INK REC ADM	10/12/12	226622	39.98-
STANDARD OFFICE SUPPLY C Sum							39.98-
00002 TERRELL, CLEMON DR	10/03/12	00201317	12000003	PETTY CASH FOR NEW F/Y	10/03/12	36030	500.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TERRELL, CLEMON DR							
Sum							500.00-
00002 TROTTER, COREY	OFFICIAL 9/2	00201332	12000071	OFFICIAL-ADULT SOFTBALL	10/12/12	226629	204.00-
TROTTER, COREY							
Sum							204.00-
00002 TROTTER, WILLIE	OFFICIAL 9/2	00201332	12000072	OFFICIAL-ADULT SOFTBALL	10/12/12	226630	136.00-
TROTTER, WILLIE							
Sum							136.00-
00002 TRUSSELL, JAY	OFFICIAL 9/2	00201332	12000073	OFFICIAL-ADULT SOFTBALL	10/12/12	226632	68.00-
TRUSSELL, JAY							
Sum							68.00-
00002 VARNADO, UNDRA	SPORTS SERVS	00201329	12000052	SPORTS SUPPORT SERVICES	10/12/12	226639	168.00-
VARNADO, UNDRA							
Sum							168.00-
00002 VESELY'S NURSERY	PO#127687 10	00127687	12000005	PLANTS MOBILE STREET L'SCAPE	10/12/12	226640	164.00-
VESELY'S NURSERY							
Sum							164.00-
00002 VINCENT, KELVIN JR	SPORTS SERVS	00201329	12000053	SPORTS SUPPORT SERVICES	10/12/12	226641	225.00-
VINCENT, KELVIN JR							
Sum							225.00-
00002 WILEY, WILLIE RAY II	OFFICIAL 9/2	00201330	12000041	OFFICIAL-ADULT FLAG FTBALL	10/12/12	226649	20.00-
WILEY, WILLIE RAY II							
Sum							20.00-
00002 WILLMUT GAS & OIL COMPAN	10/12 PKS/RE	00020131	12000032	MNTHLY GAS-PARKS & REC	10/12/12	226650	13.05-
WILLMUT GAS & OIL COMPAN							
Sum							13.05-
Sum							69,827.35-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION							
00005 TRUSTMARK NATIONAL BANK/	00028401107	00201330	12000002	FIRE TRUCK LEASE NOTE #33523	10/09/12	21621	14,340.60-
TRUSTMARK NATIONAL BANK/ Sum							14,340.60-
Sum							14,340.60-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 BUNCH, W H (REFUND)	10/10/12	00020139	12000009	REFUND HEALTH INS W/H	10/10/12	16996	638.00-
BUNCH, W H (REFUND) Sum							638.00-
00006 CLARK, ANNA (REFUND)	ANNA CLARK	00020126	12000006	REFUND COBRA DENTAL	10/08/12	16988	23.04-
CLARK, ANNA (REFUND) Sum							23.04-
00006 JACKSON, TIMOTHY (REFUND	TIMOTHY JACK	00020126	12000005	REFUND FOR COBRA VISION	10/08/12	16987	8.62-
JACKSON, TIMOTHY (REFUND Sum							8.62-
00006 UNITED HEALTHCARE INS CO	10/09/12	00020138	12000008	PREMIUM DUE 10/2012	10/09/12	16994	3,547.74-
UNITED HEALTHCARE INS CO Sum							3,547.74-
Sum							4,217.40-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 BLOSSMAN GAS INC	311322	00127804	12000027	PROPANE PLANT FORKLIFT	10/12/12	226455	26.00-
BLOSSMAN GAS INC Sum							26.00-
00009 BONNER ANALYTICAL TESTIN	50790	00127835	12000024	NPDES MONITORING 9/12	10/12/12	226458	885.82-
00009 BONNER ANALYTICAL TESTIN	50838	00127829	12000025	REPEAT 9/12 SOUTH LAGOON	10/12/12	226458	250.85-
00009 BONNER ANALYTICAL TESTIN	50868	00127939	12000038	COLIFORM 129 BARKLEY RD	10/12/12	226458	150.00-
00009 BONNER ANALYTICAL TESTIN	50406	00127981	12000039	NPDES MONITORING 8/12	10/12/12	226458	885.82-
BONNER ANALYTICAL TESTIN Sum							2,172.49-
00009 BOUTWELL, MATTHEW	10/03/12	00201318	12000003	PETTY CASH FOR NEW F/Y	10/03/12	21619	500.00-
BOUTWELL, MATTHEW Sum							500.00-
00009 CENTRAL PIPE SUPPLY INC	R76228	00127648	12000007	METER BOX LIDS TRANS DEPT	10/12/12	226465	222.00-
CENTRAL PIPE SUPPLY INC Sum							222.00-
00009 CHAIN ELECTRIC COMPANY	20815	00127813	12000030	GENERATOR REPR BURKETT STA	10/12/12	226467	5,909.65-
CHAIN ELECTRIC COMPANY Sum							5,909.65-
00009 CITY OF HATTIESBURG FUND	10/03/12	00201315	12000002	TRF 1ST 10/12 PAYROLL	10/03/12	21618	68,448.62-
CITY OF HATTIESBURG FUND Sum							68,448.62-
00009 COBURN'S SUPPLY CO INC	605186850	00126854	12000008	PLUMB SUPP TRANS STOCK	10/12/12	226475	1,354.49-
00009 COBURN'S SUPPLY CO INC	605186850-1	00126854	12000009	PLUMB SUPP TRANS STOCK	10/12/12	226475	808.45-
COBURN'S SUPPLY CO INC Sum							2,162.94-
00009 INDOFF INC	2142422	00126891	12000015	BAL STMT	10/12/12	226528	142.91-
00009 INDOFF INC	2143339	00126891	12000016	BAL STMT	10/12/12	226528	16.99-
00009 INDOFF INC	2151109	00126891	12000017	BAL STMT	10/12/12	226528	101.94
00009 INDOFF INC	2151123	00126891	12000018	BAL STMT	10/12/12	226528	16.99
00009 INDOFF INC	2115818	00125368	12000019	BAL STMT	10/12/12	226528	81.98-
00009 INDOFF INC	2145750	00125368	12000020	BAL STMT	10/12/12	226528	81.98
INDOFF INC Sum							40.97-
00009 JET CONSTRUCTION	1514	00127604	12000021	CLAY GRAVEL TRANS	10/12/12	226534	2,300.00-
JET CONSTRUCTION Sum							2,300.00-
00009 LOWE'S OF HATTIESBURG IN	936568	00126865	12000012	HAND TOOLS HURR ISAAC PREP	10/12/12	226554	35.82-
00009 LOWE'S OF HATTIESBURG IN	924916	00126865	12000013	HAND TOOLS HURR ISAAC PREP	10/12/12	226554	152.09-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 LOWE'S OF HATTIESBURG IN	953613	00127243	12000014	MAINT TOOLS LAGOONS	10/12/12	226554	94.90-
LOWE'S OF HATTIESBURG IN Sum							282.81-
00009 MCELHANEY PLUMBING INC	198935	00127722	12000028	PLUMB SUPP LIME MACHINE PLT#1	10/12/12	226559	50.75-
00009 MCELHANEY PLUMBING INC	199307	00127838	12000041	PLUMB SUPP PLT#2 RESTROOM	10/12/12	226559	155.30-
00009 MCELHANEY PLUMBING INC	199701	00127967	12000042	PLUMB SUPP PLT#2 PIPE ROOM	10/12/12	226559	113.30-
MCELHANEY PLUMBING INC Sum							319.35-
00009 MITCHELL, SHERRY	10/03/12	00201318	12000004	PETTY CASH FOR NEW F/Y	10/03/12	21620	160.00-
MITCHELL, SHERRY Sum							160.00-
00009 MS POWER COMPANY	10/12 W&SO&M	00020131	12000033	MNTHLY ELEC-W&SO&M	10/12/12	226576	34,135.86-
MS POWER COMPANY Sum							34,135.86-
00009 NAPA AUTO PARTS	475714	00127105	12000005	REPR PTS U#14702 LAGOON	10/12/12	226579	47.64-
NAPA AUTO PARTS Sum							47.64-
00009 NORTH LAMAR WATER ASSN	2012 WATER U	00127980	12000037	2012 WATER USAGE	10/12/12	226581	132.00-
NORTH LAMAR WATER ASSN Sum							132.00-
00009 OWENS BUSINESS MACHINES	242052	00127839	12000029	COPIER REPR PTS PLANT	10/12/12	226585	152.00-
OWENS BUSINESS MACHINES Sum							152.00-
00009 PEARL RIVER VALLEY EPA (	10/12 W&SO&M	00020131	12000035	MNTHLY 10/12 PUBLIC SERVICES	10/12/12	226588	3,049.25-
PEARL RIVER VALLEY EPA (Sum							3,049.25-
00009 PUMP AND CONTROL SERVICE	422	00127572	12000026	MAINT/REPRS S LAGOON 9/24-27	10/12/12	226598	3,200.00-
00009 PUMP AND CONTROL SERVICE	423	00127799	12000032	MAINT/REPRS S LAGOON 10/1-4	10/12/12	226598	3,200.00-
PUMP AND CONTROL SERVICE Sum							6,400.00-
00009 RELIABLE WELDING & MACH	38078	00127513	12000040	REPRS U#15775 SEWER	10/12/12	226599	718.94-
RELIABLE WELDING & MACH Sum							718.94-
00009 SOUTHERN PINE ELECTRIC P	10/12 W&SO&M	00020131	12000034	MNTHLY 10/12 PUBLIC SERVICES	10/12/12	226617	626.81-
SOUTHERN PINE ELECTRIC P Sum							626.81-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 SOUTHERN PIPE & SUPPLY C	5968226-00	00126668	12000011	PLUMB SUPP SEWER STOCK	10/12/12	226619	824.65-
SOUTHERN PIPE & SUPPLY C Sum							824.65-
00009 THE SPECTRUM GROUP INC	5112	00127412	12000010	METER REPR PTS PLT #2	10/12/12	226625	547.36-
THE SPECTRUM GROUP INC Sum							547.36-
00009 U S POSTMASTER-POSTAGE (	PERMIT#213 1	00127690	12000006	POSTAGE 10/12 WATER OFFICE	10/12/12	226634	3,500.00-
U S POSTMASTER-POSTAGE (Sum							3,500.00-
00009 VOLVO CONSTRUCTION EQUIP	673002304	00127833	12000023	GENERATOR FUEL TANK-TRANS	10/12/12	226642	16.35-
VOLVO CONSTRUCTION EQUIP Sum							16.35-
00009 WATERS INTERNATIONAL TRU	8-222790088	00127837	12000031	REPR PTS U#10811 SEWER	10/12/12	226647	182.64-
WATERS INTERNATIONAL TRU Sum							182.64-
00009 WILLMUT GAS & OIL COMPAN	10/12 W&SO&M	00020131	12000036	MNTHLY GAS-W&SO&M	10/12/12	226650	13.10-
WILLMUT GAS & OIL COMPAN Sum							13.10-
Sum							132,891.43-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 CITY OF HATTIESBURG FUND	10/03/12	00020133	12000007	SEPT WATER DIST IN OCT 2012	10/03/12	36014	594,119.05-
CITY OF HATTIESBURG FUND							
Sum							594,119.05-
Sum							594,119.05-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
1999 TAX INCREMENT B&I							
00012 FIRST NATL BANK OF CLARK MS	TAX INCMT	00201322	12000001	DEBT SERV-1999 TAX INCREMENT	10/09/12	36044	64,187.50-
FIRST NATL BANK OF CLARK							
Sum							64,187.50-
Sum							64,187.50-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 12, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CITY B & I							
00013 MS STATE/DEVELOPMENT AUT	10/05/12	00201320	12000001	KOHLER CAP LOANS DUE 11/1/12	10/05/12	16986	29,498.29-
MS STATE/DEVELOPMENT AUT Sum							29,498.29-
00013 THE PEOPLES BANK	7450 '09 GO	00201323	12000002	PA FEES '09 GO W&S BONDS	10/09/12	16991	2,250.00-
00013 THE PEOPLES BANK	7448 '07 GO	00201324	12000003	PA FEES '07 GO REF	10/09/12	16992	2,500.00-
THE PEOPLES BANK Sum							4,750.00-
Sum							34,248.29-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2004 TIF B&I-HOME DEPOT							
00021 TRUSTMARK NATIONAL BANK/	7769-P&I-ERG	00201321	12000001	DEBT SERV PAY-HOME DEPOT	10/09/12	16990	79,945.18-
TRUSTMARK NATIONAL BANK/ Sum							79,945.18-
Sum							79,945.18-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	10/03/12	00020132	12000006	SEPT MILLAGE DIST OCT 2012	10/03/12	36027	946,701.30-
00027 H'BURG PUBLIC SCHOOLS	10/03/12	00020132	12000007	SEPT MILLAGE DIST OCT 2012	10/03/12	36028	102,649.98-
H'BURG PUBLIC SCHOOLS Sum							1,049,351.28-
00027 LIBRARY, THE	10/03/12	00020132	12000005	SEPT MILLAGE DIST IN OCT 2012	10/03/12	36026	44,437.67-
LIBRARY, THE Sum							44,437.67-
Sum							1,093,788.95-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	12-1002A	00127895	12000002	SERV AIRPORT LAYOUT PLAN DEV	10/12/12	226444	6,874.57-
00039 ARE CONSULTANTS INC	12-1003A	00127896	12000003	SERV WETLANDS DRNGE AIRPORT	10/12/12	226444	5,400.00-
ARE CONSULTANTS INC Sum							12,274.57-
00039 CENLA STEEL ERECTORS INC	0012504	00126657	12000004	INSTALL AIRPT TERMINAL AWNING	10/12/12	226464	11,000.00-
CENLA STEEL ERECTORS INC Sum							11,000.00-
Sum							23,274.57-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 PRECISION CONSTRUCTION L	APPL#11 LLT/	00127934	12000009	CONSTR LL TRACE/ZOO/DEPOT	10/12/12	226595	34,034.74-
PRECISION CONSTRUCTION L Sum							34,034.74-
00072 SHOWS DEARMAN & WAITS IN	17140	00127900	12000008	SERV 8/12 SAFEROOMS	10/12/12	226605	395.00-
SHOWS DEARMAN & WAITS IN Sum							395.00-
00072 WARREN PAVING INC	10751MB	00126501	12000002	ASPHALT-PATCHING	10/12/12	226643	1,826.32-
00072 WARREN PAVING INC	10811MB	00126501	12000003	ASPHALT-PATCHING	10/12/12	226643	2,862.93-
00072 WARREN PAVING INC	10880MB	00126501	12000004	ASPHALT-PATCHING	10/12/12	226643	903.08-
00072 WARREN PAVING INC	10915MB	00126501	12000005	ASPHALT-PATCHING	10/12/12	226643	2,372.41-
00072 WARREN PAVING INC	11028MB	00126501	12000006	ASPHALT-PATCHING	10/12/12	226643	827.88-
00072 WARREN PAVING INC	10966MB	00126501	12000007	ASPHALT-PATCHING	10/12/12	226643	2,073.77-
WARREN PAVING INC Sum							10,866.39-
Sum							45,296.13-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 12, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 AIRGAS USA LLC (NORDAN S	1202193 MASS	00127848	12000025	CYL RENT 9/12	10/12/12	226440	46.64-
AIRGAS USA LLC (NORDAN S Sum							46.64-
00073 AUTOMOTIVE GLASS SPECIAL	I139515	00127259	12000007	WINDOW REPR U#18571	10/12/12	226451	190.00-
00073 AUTOMOTIVE GLASS SPECIAL	I139592	00127719	12000009	REPR BUS WINDOW	10/12/12	226451	190.00-
AUTOMOTIVE GLASS SPECIAL Sum							380.00-
00073 CDM SMITH INC	80439271	00127862	12000026	SERV 4/29-8/25 TRANSIT STOP	10/12/12	226463	5,465.69-
00073 CDM SMITH INC	80439273	00127865	12000027	SERV 4/29-8/25 TRANS STOP #7	10/12/12	226463	3,055.00-
CDM SMITH INC Sum							8,520.69-
00073 CITY OF HATTIESBURG FUND	10/03/12	00201315	12000002	TRF 1ST 10/12 PAYROLL	10/03/12	16965	17,365.54-
CITY OF HATTIESBURG FUND Sum							17,365.54-
00073 COMSOUTH	167079	00127478	12000031	RADIOS FOR NEW BUSES	10/12/12	226481	18,114.00-
COMSOUTH Sum							18,114.00-
00073 G & K SERVICES	1035305036	00127725	12000012	UNIFORMS 9/04 MECHANICS	10/12/12	226510	8.00-
00073 G & K SERVICES	1035307122	00127725	12000013	UNIFORMS 9/11 MECHANICS	10/12/12	226510	8.00-
00073 G & K SERVICES	1035309171	00127725	12000014	UNIFORMS 9/18 MECHANICS	10/12/12	226510	8.00-
00073 G & K SERVICES	1035311228	00127725	12000015	UNIFORMS 9/25 MECHANICS	10/12/12	226510	8.00-
00073 G & K SERVICES	1035305028	00127742	12000016	UNIFORMS 9/04 DRIVERS	10/12/12	226510	32.00-
00073 G & K SERVICES	1035307114	00127742	12000017	UNIFORMS 9/11 DRIVERS	10/12/12	226510	32.00-
00073 G & K SERVICES	1035309163	00127742	12000018	UNIFORMS 9/18 DRIVERS	10/12/12	226510	32.00-
00073 G & K SERVICES	1035311220	00127742	12000019	UNIFORMS 9/25 DRIVERS	10/12/12	226510	32.00-
00073 G & K SERVICES	1035305037	00127743	12000020	MATS 9/04	10/12/12	226510	5.37-
00073 G & K SERVICES	1035307123	00127743	12000021	MATS 9/11	10/12/12	226510	5.37-
00073 G & K SERVICES	1035311229	00127743	12000022	MATS 9/25	10/12/12	226510	5.37-
00073 G & K SERVICES	1035309072	00127743	12000023	MATS 9/18	10/12/12	226510	5.37-
G & K SERVICES Sum							181.48-
00073 GRAY DANIELS CHEVROLET	615395GC	00127232	12000010	REPR PTS U#16760	10/12/12	226513	156.82-
GRAY DANIELS CHEVROLET Sum							156.82-
00073 JERRY'S AUTOMOTIVE REPAI	14434	00127625	12000008	REPRS U#16760	10/12/12	226533	152.00-
JERRY'S AUTOMOTIVE REPAI Sum							152.00-
00073 JOHNNY'S WRECKER SERVICE	20626	00127724	12000011	TOWING U#16235	10/12/12	226535	400.00-
JOHNNY'S WRECKER SERVICE							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							400.00-
00073 MITCHELL TOOL SALES & SE	85073	00127695	12000032	BUS REPR PTS	10/12/12	226567	100.24-
MITCHELL TOOL SALES & SE Sum							100.24-
00073 MOBILITY SYSTEMS INC	3478	00127066	12000003	REPR PTS U#16759	10/12/12	226568	47.34-
MOBILITY SYSTEMS INC Sum							47.34-
00073 O'REILLY AUTO PARTS	0943-354217	00127943	12000030	FILTERS-BUS STOCK	10/12/12	226582	666.65-
O'REILLY AUTO PARTS Sum							666.65-
00073 PINE BELT OIL COMPANY IN	9/1-9/30 MAS	00127921	12000029	MINIT MART CHGS MASS TRANSIT	10/12/12	226590	260.67-
PINE BELT OIL COMPANY IN Sum							260.67-
00073 SOUTHERN TIRE MART LLC	11065422	00126713	12000004	BUS TIRES	10/12/12	226620	2,121.12-
00073 SOUTHERN TIRE MART LLC	11067070	00127470	12000005	BUS TIRES	10/12/12	226620	1,565.24-
SOUTHERN TIRE MART LLC Sum							3,686.36-
00073 SOUTHGROUP (GALEY)	HATT-30 1996	00127671	12000006	TRANSIT LIABILITY RENEWAL	10/12/12	226621	46,653.00-
SOUTHGROUP (GALEY) Sum							46,653.00-
Sum							96,731.43-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 12, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 L & A CONTRACTING CO	APPL#6 S LAG	00127923	12000002	SERVS S LAGOON SLUDGE REMOVAL	10/12/12	226546	56,141.47-
L & A CONTRACTING CO Sum							56,141.47-
Sum							56,141.47-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 CITY OF HATTIESBURG FUND	10/03/12	00201315	12000002	TRF 1ST 10/12 PAYROLL	10/03/12	36004	15,485.52-
CITY OF HATTIESBURG FUND Sum							15,485.52-
00077 ECONOMY SUPPLY CO	178248	00127571	12000003	WOOD REPR SHERRILL CNTR	10/12/12	226493	11.85-
ECONOMY SUPPLY CO Sum							11.85-
00077 G & K SERVICES	1035307109	00127874	12000013	UNIFORMS 9/11 COMM CNTRS	10/12/12	226510	44.00-
00077 G & K SERVICES	1035309158	00127874	12000014	UNIFORMS 9/18 COMM CNTRS	10/12/12	226510	44.00-
00077 G & K SERVICES	103511215	00127874	12000015	UNIFORMS 9/25 COMM CNTRS	10/12/12	226510	44.00-
00077 G & K SERVICES	1035313270	00127874	12000016	UNIFORMS 10/02 COMM CNTRS	10/12/12	226510	44.00-
G & K SERVICES Sum							176.00-
00077 HOLY TEMPLE CHURCH (REFU	CE ROY CNTR	00201327	12000011	DAMAGE DEPOSIT REFUND	10/12/12	226520	100.00-
HOLY TEMPLE CHURCH (REFU Sum							100.00-
00077 INTERIOR CONSTRUCTION SU	0045842	00127296	12000006	TILE REPRS-HURR ISAAC-CENTERS	10/12/12	226530	115.20-
INTERIOR CONSTRUCTION SU Sum							115.20-
00077 JACKSON, DESTINY (REFUND	CULTURAL CNT	00201327	12000010	DAMAGE DEPOSIT REFUND	10/12/12	226532	300.00-
JACKSON, DESTINY (REFUND Sum							300.00-
00077 LOWE'S OF HATTIESBURG IN	936526	00126851	12000005	WORK LIGHTS MCNAIR CNTR	10/12/12	226554	164.91-
LOWE'S OF HATTIESBURG IN Sum							164.91-
00077 MS POWER COMPANY	10/12 COMM C	00020131	12000018	MNTHLY ELEC-COMM CNTRS	10/12/12	226576	4,316.50-
MS POWER COMPANY Sum							4,316.50-
00077 SHERWIN-WILLIAMS COMPANY	6699-0 & CR	00127573	12000004	PAINT SUPP SHERRILL CNTR	10/12/12	226603	73.86-
SHERWIN-WILLIAMS COMPANY Sum							73.86-
00077 SMITH, JIM SERVICES	816509	00127652	12000007	A/C REPR CULTUAL CNTR	10/12/12	226609	218.29-
SMITH, JIM SERVICES Sum							218.29-
00077 TURNER, ALEX (REFUND)	CE ROY CNTR	00201327	12000009	DAMAGE DEPOSIT REFUND	10/12/12	226633	150.00-
TURNER, ALEX (REFUND)							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							150.00-
00077 WATTS, ADRIAE (REFUND)	SHERRILL CNT	00201327	12000012	DAMAGE DEPOSIT REFUND	10/12/12	226648	100.00-
WATTS, ADRIAE (REFUND) Sum							100.00-
00077 WILLMUT GAS & OIL COMPAN	10/12 COMM C	00020131	12000017	MNTHLY GAS-COMM CNTRS	10/12/12	226650	140.76-
WILLMUT GAS & OIL COMPAN Sum							140.76-
Sum							21,352.89-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 B & F TACTICAL STORE	10/02/12 - D	00127713	12000006	RENT-UTILITIES-MARKETING-SPLYS	10/04/12	36038	2,468.14-
B & F TACTICAL STORE Sum							2,468.14-
00082 BREAKTHROUGH COMMUNITY S	02 - DRAW #3	00127718	12000009	TITLE & SURVEY - 506 HALL AVE	10/04/12	36041	1,325.00-
00082 BREAKTHROUGH COMMUNITY S	I - PROPERTY	00127792	12000011	ACQUIRE 506 HALL AVE	10/05/12	36043	20,000.00-
BREAKTHROUGH COMMUNITY S Sum							21,325.00-
00082 CARPENTERS HELPER, THE	141 - 124 OR	00127711	12000003	BLUE ROOF MATERIALS	10/04/12	36033	1,212.20-
CARPENTERS HELPER, THE Sum							1,212.20-
00082 CITY OF HATTIESBURG FUND	10/03/12	00201315	12000002	TRF 1ST 10/12 PAYROLL	10/03/12	36007	6,052.82-
CITY OF HATTIESBURG FUND Sum							6,052.82-
00082 COMMUNITY CONNECTIONS (C	10/02/12 - D	00127717	12000008	CONSTR COST-620 BARKLEY RD	10/04/12	36040	12,210.00-
COMMUNITY CONNECTIONS (C Sum							12,210.00-
00082 H'BURG AMERICAN ACCT #1	H12998 39329	00127885	12000013	PROOFS PUBLICATION 9/12	10/12/12	226515	132.60-
H'BURG AMERICAN ACCT #1 Sum							132.60-
00082 MAY HINTON LODGE #540	10/02/12 - P	00127716	12000007	SCHOOL SUPPLIES	10/04/12	36039	6,500.00-
MAY HINTON LODGE #540 Sum							6,500.00-
00082 PINE BELT COMMUNITY SERV	10/02/12 - D	00127715	12000004	FOOD/GAS CARDS-PBCS MEALS	10/04/12	36034	884.42-
PINE BELT COMMUNITY SERV Sum							884.42-
00082 SMITH'S REMODELING	10/02/12 - D	00127714	12000010	ROOF-DOORS-INSULATION-ETC	10/04/12	36042	24,000.00-
SMITH'S REMODELING Sum							24,000.00-
00082 THE HILLS LLC (CDBG)	10/02/12 - D	00127712	12000005	MARKETING-CONFERENCES-RENT	10/04/12	36036	1,096.64-
THE HILLS LLC (CDBG) Sum							1,096.64-
Sum							75,881.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2010 W&S GO BONDS							
00099 PIERCON INC	APPL#12 NORT	00127901	12000004	SERVS NORTH LAGOON EXPANSION	10/12/12	226589	226,831.50-
PIERCON INC Sum							226,831.50-
00099 PRECISION CONSTRUCTION L	APPL#8 592 W	00127902	12000005	SERVS 8/26-9/25 592 WEST SWR	10/12/12	226595	27,604.47-
PRECISION CONSTRUCTION L Sum							27,604.47-
00099 SHOWS DEARMAN & WAITS IN	17146	00127897	12000001	SERV 8/26-9/22 592 N LAGOON	10/12/12	226605	1,362.50-
00099 SHOWS DEARMAN & WAITS IN	17145	00127898	12000002	SERV 8/26-9/22 592 WEST SEWER	10/12/12	226605	5,860.00-
00099 SHOWS DEARMAN & WAITS IN	17144	00127899	12000003	SERV 8/26-9/22 592 EAST SEWER	10/12/12	226605	14,287.50-
SHOWS DEARMAN & WAITS IN Sum							21,510.00-
Sum							275,945.97-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Grand Total Level Sum							4,176,849.60-

ADDENDUM CLAIMS DOCKET
PERIOD ENDING OCTOBER 12, 2012

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	TEAMVIEWER	Q-146429-D2CC	128022	336	TEAM VIEWER SOFTWARE	10/11/12	17000	4,253.50
01	NATIONAL LEAGUE OF CITIES	REGIS 11/28-12/1/12	128066	338	NLC REGIS D.DELGADO, BOSTON 11/28-12/1	10/12/12	17002	1,030.00
							TOTAL	5,283.50

City of Hattiesburg, MS

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

Meeting Agenda

Tuesday, October 16, 2012

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Amend Policy Agenda Item VI.-2 at the request of the Administration as follows:

1 2012-0036

Adopt Resolution setting Public Hearing before City Council on Monday, November 19, 2012 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Attachments: 13 Prop.to Set PH MEMO 11-19-12 NH

OCTOBER PH RESOLUTION

Executed Resol set hearing res 2012-119

Add Policy Agenda items VI.-17, VI.-18 and VI.-19 at the request of the Administration as follows:

2 2012-1268

Adopt Resolutions to extend the appointments of Jonathan Farris and Carol Jones as Municipal Court Judges through November 6, 2012.

Attachments: Resolution Carol Jones

Resolution J. Farris

Executed Res 2012-120 temporary judges

Executed Farris Res 2012-121

3 2012-1267

Acknowledge receipt of and accept termination of easement from Robert & Jill St. John for part of an easement located on University Mall property in order to relocate said easement to allow expansion of an existing building. (Relocated easement will be conveyed to the City upon completion of the relocation of the existing easement and pipe)

Attachments: St. John easement

executed St. John easement

4 2012-1233

Approve Amendment to the CHDO contract with Breakthrough Community Services (found at MB 2010-4 / 26-37) and amended September 7, 2010 (MB 2010-5 / 167-169) and March 22, 2011 (MB 2011-2/285-286) to extend the time period to December 31, 2012 and to change the scope from the construction of one new single-family house to the acquisition and rehabilitation of one existing house (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - HOME}

Attachments: CONTRACT ADDENDUM Agreements #3 (BCS) Oct 2012

Exhibit A - Rehab Budget & Timeline - 506 Hall Ave

executed CONTRACT ADDENDUM Agreements #3 (BCS) Oct 2012

Add Routine Agenda Item VII.-22 at the request of the Administration as follows:

1 2012-1269

Rescind award of bid to Miller Enterprises, LLC, approved at MB 2012-1/250; Approve the revised plans and specifications for the Comprehensive Sewer and Water Improvements Project - Sewer Phase II, and authorize the advertisement for bids for same.

Attachments: Plans Rev

Specifications

Comswip Phase II

Comswip Phase II

And, Remove Policy Agenda Items VI.-8, VI.-10 and VI.-13 at the request of the Administration.

City of Hattiesburg, MS

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

Master

File Number: 2012-0036

File ID:	2012-0036	**Type:**	Resolution	**Status:**	Passed
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	10/09/2012
Brief Title:	11-19-12 Public Hearing, Unsafe Properties			**Final Action:**	10/16/2012
				Minute Book Number:	MB 2012-1365

Title:

Adopt Resolution setting Public Hearing before City Council on Monday, November 19, 2012 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	13 Prop.to Set PH MEMO 11-19-12 NH, OCTOBER PH RESOLUTION, Executed Resol set hearing res 2012-119	**Enactment Number:**	
Contact:	601-554-1021	**Meeting Date:**	10/16/2012
Drafter:	Nickie Hampton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	10/16/2012					
2	City Council	10/16/2012	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt Resolution setting Public Hearing before City Council on Monday, November 20, 2012 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

ΓEL-No Vote: 0

Text of Legislative File 2012-0036

Title

Adopt Resolution setting Public Hearing before City Council on Monday, November 19, 2012 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Summary

11-19-12 Public Hearing, Unsafe Properties

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City Council

FROM: Wiley Quinn, Jr., Code Enforcement Manager

DATE: October 9, 2012

RE: Public Hearing (November 19, 2012)

Hold Public Hearing to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Case:	Address:	Parcel #:	Violation(s)	Ward(s)
1.	1302 Elizabeth Ave	43-696-8-12	ABX2,DBX2,OGL,T&L	2
2.	1304 Elizabeth Ave	43-696-8-11	AB, DB, OGL, T&L	2
3.	1306 Elizabeth Ave	43-696-8-10	AB, DB, OGL, T&L	2
4.	1308 Elizabeth Ave	43-696-8-9	AB, DB, OGL, T&L	2
5.	509 New Orleans St	34-444-35-2	AB, DB, OGL, T&L	2
6.	803 New Orleans St	34-992-11-15	AB, DB, AV	2
7.	5132 Hwy 42	18-916-1-17	AB, DB, OGL, T&L	2
8.	103 Independence Ave	30-392-2-2	AB, DB, OGL, T&L	5
9.	704 Mobile St	34-992-7-1	AB, DB, OGL, T&L	2
10.	1215 Dewey St	33-536-3-7	AB, DB, OGL, T&L	2
11.	812 E. 7th St	34-264-4-5	AB, DB, OGL, T&L	2
12.	912 Atlanta St	34-992-10-6	AB, DB, OGL, T&L	2
13.	Short 7th St	34-348-4-29	AB, DB, OGL, T&L	2

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898
(601) 554-1027

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

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

CASE #:	ADDRESS:	PARCEL NUMBER:	WARD:
1.	1302 Elizabeth Ave.	43-696-8-12	2
2.	1304 Elizabeth Ave.	43-696-8-11	2
3.	1306 Elizabeth Ave.	43-696-8-10	2
4.	1308 Elizabeth Ave.	43-696-8-9	2
5.	509 New Orleans St.	34-444-35-2	2
6.	803 New Orleans St.	34-992-11-15	2
7.	5132 Hwy 42	18-916-1-17	2
8.	103 Independence Ave	30-392-2-2	5
9.	704 Mobile St.	34-992-7-1	2
10.	1215 Dewey St.	33-536-3-7	2
11.	812 E. 7th St.	34-264-4-5	2
12.	912 Atlanta St.	34-992-10-6	2
13.	Short 7th St.	34-348-4-29	2

Are in such a state of uncleanliness so as to be a menace to the health and safety of the community; and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owner of the above described properties be notified, as provided by law, of a hearing to be held by

the City Council in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, at 4:00p.m. On Monday, November 19, 2012, to determine whether or not the above-described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

The above and foregoing Resolution, 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: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this, the 16th day of October, A.D., 2012.

(SEAL)

ATTEST:	ADOPTED:
_____	_____
CLERK OF COUNCIL	PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor this, the 16th day of October, A.D., 2012.

ATTEST:	ADOPTED:
_____	_____
CITY CLERK	MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898
(601) 554-1027

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

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

CASE #:	ADDRESS:	PARCEL NUMBER:	WARD:
1.	1302 Elizabeth Ave.	43-696-8-12	2
2.	1304 Elizabeth Ave.	43-696-8-11	2
3.	1306 Elizabeth Ave.	43-696-8-10	2
4.	1308 Elizabeth Ave.	43-696-8-9	2
5.	509 New Orleans St.	34-444-35-2	2
6.	803 New Orleans St.	34-992-11-15	2
7.	5132 Hwy 42	18-916-1-17	2
8.	103 Independence Ave	30-392-2-2	5
9.	704 Mobile St.	34-992-7-1	2
10.	1215 Dewey St.	33-536-3-7	2
11.	812 E. 7th St.	34-264-4-5	2
12.	912 Atlanta St.	34-992-10-6	2
13.	Short 7th St.	34-348-4-29	2

Are in such a state of uncleanliness so as to be a menace to the health and safety of the community; and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owner of the above described properties be notified, as provided by law, of a hearing to be held by

the City Council in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, at 4:00p.m. On Monday, November 19, 2012, to determine whether or not the above-described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

YEAS: Bradley
Carroll
Ware
Naylor

NAYS: None

ABSENT: Delgado

The President thereby declared the motion carried and the Resolution adopted this, the 16th day of October, A.D., 2012.

(SEAL)
ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor this, the 16th day of October, A.D., 2012.

ATTEST:

CITY CLERK

ADOPTED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2012-1268

File ID:	2012-1268	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/16/2012
Brief Title:	Resolutions to extend appointments of Jonathan Farris and Carol Jones			**Final Action:**	10/16/2012
				Minute Book Number:	MB 2012-1/369-370

Title:

Adopt Resolutions to extend the appointments of Jonathan Farris and Carol Jones as Municipal Court Judges through November 6, 2012.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Resolution Carol Jones, Resolution J. Farris, Executed Res 2012-120 temporary judges, Executed Farris Res 2012-121	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Marilyn Schwandt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/16/2012					
1	City Council	10/16/2012	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt Resolutions to extend the appointments of Jonathan Farris and Carol Jones as Municipal Court Judges through November 6, 2012.

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

Text of Legislative File 2012-1268

Title

Adopt Resolutions to extend the appointments of Jonathan Farris and Carol Jones as Municipal Court Judges through November 6, 2012.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

RESOLUTION TO EXTEND THE APPOINTMENT OF TEMPORARY MUNICIPAL COURT JUDGE FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to extend the appointment of temporary Municipal Court Judge; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Carol Jones as temporary Municipal Court Judge, hereby be extended through November 6, 2012.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective October 16, 2012.

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 vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 16th day of October, 2012.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL VICE PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th Day of October, 2012.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

RESOLUTION

RESOLUTION TO EXTEND THE APPOINTMENT OF TEMPORARY MUNICIPAL COURT JUDGE FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to extend the appointment of temporary Municipal Court Judge; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Jonathan Farris as temporary Municipal Court Judge hereby be extended through November 6, 2012.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective October 16, 2012.

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 vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 16th day of October, 2012.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL VICE PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th Day of October, 2012.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

RESOLUTION

RESOLUTION TO EXTEND THE APPOINTMENT OF TEMPORARY MUNICIPAL COURT JUDGE FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to extend the appointment of temporary Municipal Court Judge; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Carol Jones as temporary Municipal Court Judge, hereby be extended through November 6, 2012.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective October 16, 2012.

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

YEAS: Bradley, Carroll, Naylor, Ware

NAYS: None

ABSENT: Delgado

The President thereby declared the motion carried and the Resolution adopted, this the 16th day of October, 2012.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th Day of October, 2012.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

RESOLUTION

RESOLUTION TO EXTEND THE APPOINTMENT OF TEMPORARY MUNICIPAL COURT JUDGE FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to extend the appointment of temporary Municipal Court Judge; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Jonathan Farris as temporary Municipal Court Judge hereby be extended through November 6, 2012.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective October 16, 2012.

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

YEAS: Bradley, Carroll, Ware, Naylor

NAYS: None

ABSENT: Delgado

The President thereby declared the motion carried and the Resolution adopted, this the 16th day of October, 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th Day of October, 2012.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

RESOLUTION

RESOLUTION TO EXTEND THE APPOINTMENT OF TEMPORARY MUNICIPAL COURT JUDGE FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to extend the appointment of temporary Municipal Court Judge; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Jonathan Farris as temporary Municipal Court Judge hereby be extended through November 6, 2012.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective October 16, 2012.

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

YEAS: Bradley, Carroll, Ware, Naylor

NAYS: None

ABSENT: Delgado

The President thereby declared the motion carried and the Resolution adopted, this the 16th day of October, 2012.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th Day of October, 2012.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2012-1267

File ID:	2012-1267	**Type:**	Regular Agenda Item	**Status:**	Approved
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/15/2012
Brief Title:	Robert & Jill St. John - Termination of easement			**Final Action:**	
				Minute Book Number:	MB 2012-1/370

Title:

Acknowledge receipt of and accept termination of easement from Robert & Jill St. John for part of an easement located on University Mall property in order to relocate said easement to allow expansion of an existing building. (Relocated easement will be conveyed to the City upon completion of the relocation of the existing easement and pipe)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	St. John easement, executed St. John easement	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/16/2012					
1	City Council	10/16/2012	Acknowledge and Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Vice President Ware to Acknowledge receipt of and accept termination of easement from Robert & Jill St. John for part of an easement located on University Mall property in order to relocate said easement to allow expansion of an existing building. (Relocated easement will be conveyed to the City upon completion of the relocation of the existing easement and pipe)

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

ΓEL-No Vote: 0

Text of Legislative File 2012-1267

Title

Acknowledge receipt of and accept termination of easement from Robert & Jill St. John for part of an easement located on University Mall property in order to relocate said easement to allow expansion of an existing building. (Relocated easement will be conveyed to the City upon completion of the relocation of the existing easement and pipe)

Summary

Robert & Jill St. John - Termination of easement

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Prepared by:
Farris Law Group, PLLC
1888 Main Street, Suite C-158
Madison, MS 39110
601.668.9122

After recording return to:
Farris Law Group, PLLC
Post Office Box 1458
Madison, MS 39130-1458

PARTY 1:
Robert and Jill St. John
Post Office Box 17318
Hattiesburg, MS 39404-7318
601.264.0672

PARTY 2:
City of Hattiesburg, Mississippi
Post Office Box 1898
Hattiesburg, MS 39403-1898
601.545.4501

STATE OF MISSISSIPPI
COUNTY OF FORREST

INDEXING INSTRUCTIONS: Forrest County, Mississippi: ***Section 7, Township 4 North, Range 13 West: NW ¼ of the SW ¼***

TERMINATION OF EASEMENT

WHEREAS, an easement ten (10) feet in width over, across and under the property described in Exhibit "A" attached hereto and incorporated herein by reference was created by that certain Mutual Warranty Deed and Easement recorded in Land Deed Book 341 at Page 168 (the "Original Easement"); and

WHEREAS, it has become necessary for relocation of the drainage culvert associated with the Original Easement which will necessitate the termination of the Original Easement; and

WHEREAS, the drainage culvert associated with the Original Easement is connected to, and a part of, the storm water drainage system associated with Hardy Street, a public street in the City of Hattiesburg and, for said reason, the City of Hattiesburg wishes to acknowledge its approval of, and consent to, the termination of the Original Easement.

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 all of which is hereby acknowledged and confessed, Robert St. John and wife, Jill St. John, as owners of the property described in Exhibit "A", do hereby TERMINATE the Original Easement, which Original Easement is more fully described in Exhibit "B" attached hereto and incorporated herein by reference, and as the same is depicted as "EXISTING 60' DRAIN TO BE ABANDONED" on the drawing attached hereto and incorporated herein by reference as Exhibit "C".

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 all of which is hereby acknowledged and confessed, the City of Hattiesburg, Mississippi, a municipal corporation of the State of Mississippi, does hereby acknowledge and approve the termination of the Original Easement as set forth hereinabove, and does hereby transfer, convey, remise, release and quitclaim unto Robert St. John and wife, Jill St. John, any and all right, title and interest the City of Hattiesburg has, or may have, in and to the real property more particularly described in Exhibit "B" attached hereto.

IN WITNESS WHEREOF, the undersigned have executed this instrument, to be effective as of the _____ day of October, 2012.

_____
ROBERT ST. JOHN

_____
JILL ST. JOHN

CITY OF HATTIESBURG, MISSISSIPPI

By:_____
Johnny DuPree, Mayor

ATTEST:

_____
Eddie R. Myers, City Clerk

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY - ATTESTATIONS FOLLOW ON SEPARATE PAGES]

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2012, within my jurisdiction, the within named Robert St. John and wife, Jill St. John, who respectfully acknowledged to me that they executed the above and foregoing instrument.

Given under my hand and official seal this the ____ day of _____, 2012.

_____
Notary Public

(Seal)
My Commission Expires _____.

STATE OF MISSISSIPPI
COUNTY OF _____

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2012, within my jurisdiction, the within named Johnny Dupree, Ph.D. and Eddie R. Myers, who acknowledged to me that they are, respectively, the Mayor and City Clerk of the City of Hattiesburg, a municipal corporation of the State of Mississippi, and that for and on behalf of said corporation, and as the act and deed of said corporation, they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and official seal this the ____ day of _____, 2012.

_____
Notary Public

(Seal)
My Commission Expires _____.

EXHIBIT A

A part of the NW ¼ of the SW ¼ of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, definitely and particularly described by metes and bounds as follows: Commencing at the Southwest corner of NW ¼ of the SW ¼ of said section, township and range, and run East for a distance of 672.6 feet, run thence North for a distance of 330 feet, run thence East for a distance of 600 feet, run thence North 0 ° 5' West for a distance of 803.5 feet, run thence West for a distance of 150 feet, run thence North for a distance of 150 feet to a point on the South right-of-way line of Hardy Street (Mississippi-U.S. Highway No. 98) in the City of Hattiesburg, Forrest County, Mississippi, run thence West and along the South right-of-way line of said Hardy Street for a distance of 605 feet to and for the point of beginning; from said point of beginning run thence South 0° 5' East for a distance of 125 feet, run thence West and parallel with the South right-of-way line of Hardy Street for a distance of 100 feet, run thence North 0°5' West for a distance of 125 feet to the point on the South right-of –way line of Hardy Street, and run thence East and along the South right-of-way line of Hardy Street for a distance of 100 feet to the point of beginning.

EXHIBIT B

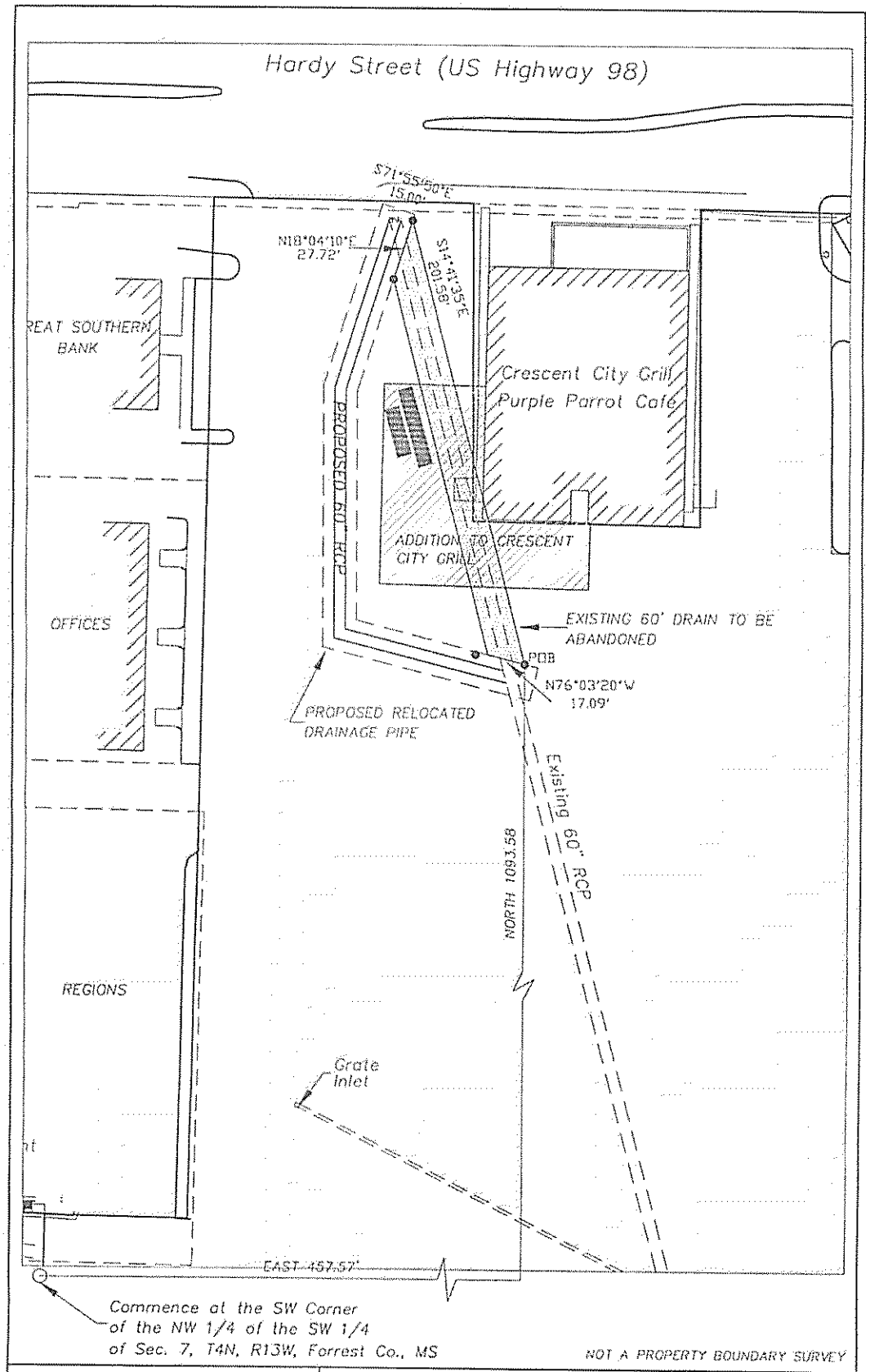
(Original Easement)

Legal Description of Drainage Easement To Be Terminated
Existing 60" Storm Drainage Pipe
Crescent City Grill Addition
October 12, 2012

A parcel of land located in the NW 1/4 of the SW 1/4 of Section 7, Township 4 North, Range 13 West in Forrest County, Mississippi and being more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of the SW 1/4 of said Section 7, Township 4 North, Range 13 West in Forrest County, Mississippi; thence run East for 457.57 feet; thence run North for 1093.58 feet to and for the Point of Beginning, thence run North 76 degrees 03 minutes 20 seconds West for 17.09 feet; thence run North 14 degrees 41 minutes 35 seconds West for 170.08 feet; thence run North 18 degrees 04 minutes 10 seconds East for 27.72 feet; thence run South 14 degrees 41 minutes 35 seconds East for 201.58 feet back to the Point of Beginning.
Said easement contains 4,217 square feet more or less.

Exhibit C



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

Existing Storm
Drainage Easement (Prescriptive)
To Be Abandoned
Crescent City Grill Addition
Hattiesburg, MS

Prepared by:
Farris Law Group, PLLC
1888 Main Street, Suite C-158
Madison, MS 39110
601.668.9122

After recording return to:
Farris Law Group, PLLC
Post Office Box 1458
Madison, MS 39130-1458

PARTY 1:
Robert and Jill St. John
Post Office Box 17318
Hattiesburg, MS 39404-7318
601.264.0672

PARTY 2:
City of Hattiesburg, Mississippi
Post Office Box 1898
Hattiesburg, MS 39403-1898
601.545.4501

STATE OF MISSISSIPPI
COUNTY OF FORREST

INDEXING INSTRUCTIONS: **Forrest County, Mississippi:** ***Section 7, Township 4 North, Range 13 West: NW ¼ of the SW ¼***

TERMINATION OF EASEMENT

WHEREAS, an easement ten (10) feet in width over, across and under the property described in Exhibit "A" attached hereto and incorporated herein by reference was created by that certain Mutual Warranty Deed and Easement recorded in Land Deed Book 341 at Page 168 (the "Original Easement"); and

WHEREAS, it has become necessary for relocation of the drainage culvert associated with the Original Easement which will necessitate the termination of the Original Easement; and

WHEREAS, the drainage culvert associated with the Original Easement is connected to, and a part of, the storm water drainage system associated with Hardy Street, a public street in the City of Hattiesburg and, for said reason, the City of Hattiesburg wishes to acknowledge its approval of, and consent to, the termination of the Original Easement.

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 all of which is hereby acknowledged and confessed, Robert St. John and wife, Jill St. John, as owners of the property described in Exhibit "A", do hereby TERMINATE the Original Easement, which Original Easement is more fully described in Exhibit "B" attached hereto and incorporated herein by reference, and as the same is depicted as "EXISTING 60' DRAIN TO BE ABANDONED" on the drawing attached hereto and incorporated herein by reference as Exhibit "C".

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 all of which is hereby acknowledged and confessed, the City of Hattiesburg, Mississippi, a municipal corporation of the State of Mississippi, does hereby acknowledge and approve the termination of the Original Easement as set forth hereinabove, and does hereby transfer, convey, remise, release and quitclaim unto Robert St. John and wife, Jill St. John, any and all right, title and interest the City of Hattiesburg has, or may have, in and to the real property more particularly described in Exhibit "B" attached hereto.

IN WITNESS WHEREOF, the undersigned have executed this instrument, to be effective as of the 16th day of October, 2012.

ROBERT ST. JOHN

JILL ST. JOHN

CITY OF HATTIESBURG, MISSISSIPPI

By: Johnny DuPree

Johnny DuPree, Mayor

ATTEST:

Eddie R. Myers

Eddie R. Myers, City Clerk

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY - ATTESTATIONS FOLLOW ON SEPARATE PAGES]

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of October, 2012, within my jurisdiction, the within named Johnny Dupree, Ph.D. and Eddie R. Myers, who acknowledged to me that they are, respectively, the Mayor and City Clerk of the City of Hattiesburg, a municipal corporation of the State of Mississippi, and that for and on behalf of said corporation, and as the act and deed of said corporation, they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and official seal this the 16 day of October, 2012.

STATE OF MISSISSIPPI
MARILYN T. SCHWANDT
ID NO. 3859
Commission Expires
07/08/2015
NOTARY PUBLIC
FORREST COUNTY

Marilyn T. Schwandt
Notary Public

(Seal)

My Commission Expires 7/8/15.

EXHIBIT A

A part of the NW ¼ of the SW ¼ of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, definitely and particularly described by metes and bounds as follows: Commencing at the Southwest corner of NW ¼ of the SW ¼ of said section, township and range, and run East for a distance of 672.6 feet, run thence North for a distance of 330 feet, run thence East for a distance of 600 feet, run thence North 0 ° 5' West for a distance of 803.5 feet, run thence West for a distance of 150 feet, run thence North for a distance of 150 feet to a point on the South right-of-way line of Hardy Street (Mississippi-U.S. Highway No. 98) in the City of Hattiesburg, Forrest County, Mississippi, run thence West and along the South right-of-way line of said Hardy Street for a distance of 605 feet to and for the point of beginning; from said point of beginning run thence South 0° 5' East for a distance of 125 feet, run thence West and parallel with the South right-of-way line of Hardy Street for a distance of 100 feet, run thence North 0°5' West for a distance of 125 feet to the point on the South right-of –way line of Hardy Street, and run thence East and along the South right-of-way line of Hardy Street for a distance of 100 feet to the point of beginning.

EXHIBIT B

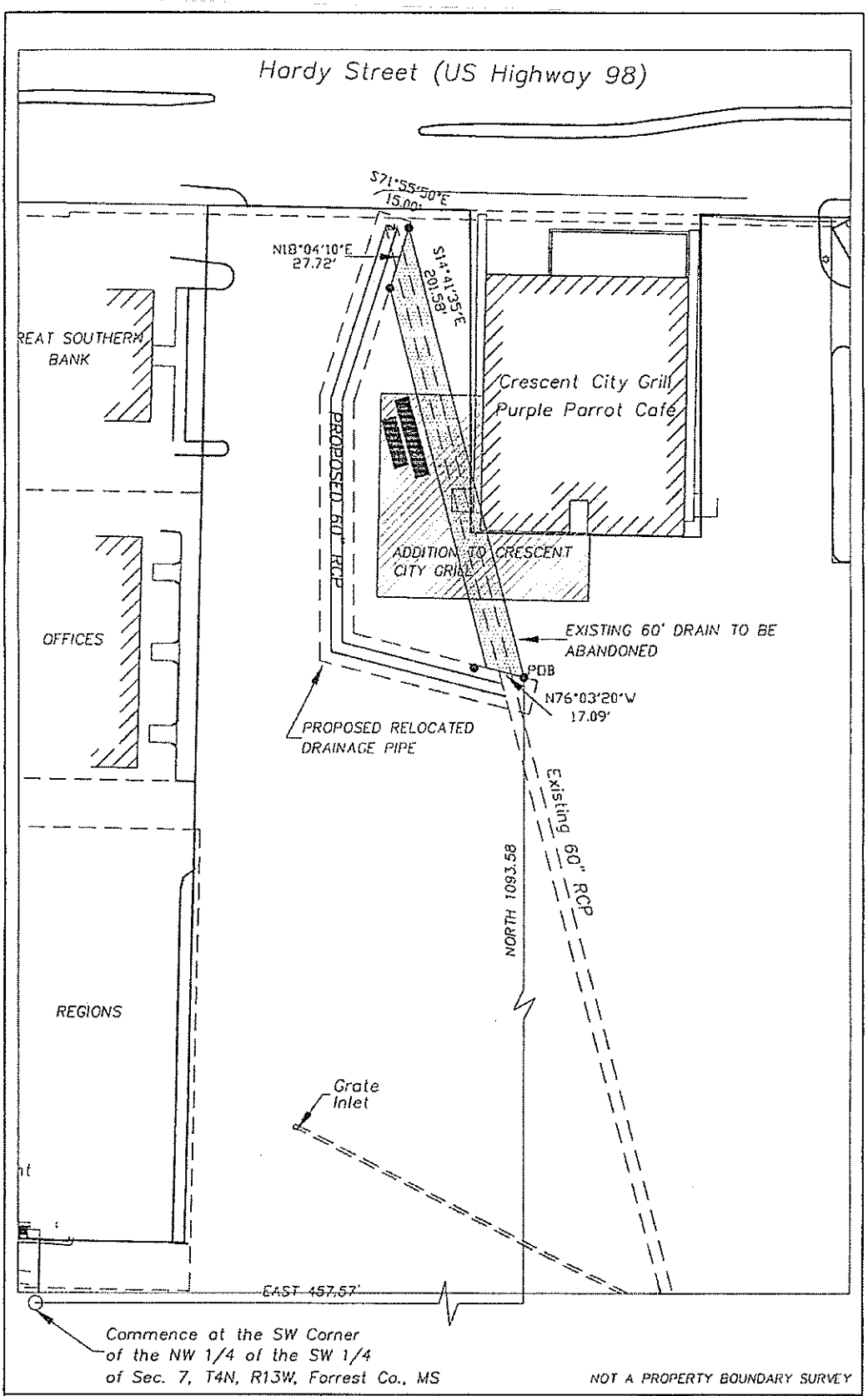
(Original Easement)

Legal Description of Drainage Easement To Be Terminated
Existing 60" Storm Drainage Pipe
Crescent City Grill Addition
October 12, 2012

A parcel of land located in the NW 1/4 of the SW 1/4 of Section 7, Township 4 North, Range 13 West in Forrest County, Mississippi and being more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of the SW 1/4 of said Section 7, Township 4 North, Range 13 West in Forrest County, Mississippi; thence run East for 457.57 feet; thence run North for 1093.58 feet to and for the Point of Beginning, thence run North 76 degrees 03 minutes 20 seconds West for 17.09 feet; thence run North 14 degrees 41 minutes 35 seconds West for 170.08 feet; thence run North 18 degrees 04 minutes 10 seconds East for 27.72 feet; thence run South 14 degrees 41 minutes 35 seconds East for 201.58 feet back to the Point of Beginning.
Said easement contains 4,217 square feet more or less.

Exhibit C



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

Existing Storm
Drainage Easement (Prescriptive)
To Be Abandoned
Crescent City Grill Addition
Hattiesburg, MS

City of Hattiesburg, MS

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

Master

File Number: 2012-1233

File ID:	2012-1233	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/05/2012
Brief Title:	Breakthrough Community Services CHDO Amendment - 506 Hall Ave.			**Final Action:**	10/16/2012
				Minute Book Number:	MB 2012-370-371

Title:

Approve Amendment to the CHDO contract with Breakthrough Community Services (found at MB 2010-4 / 26-37) and amended September 7, 2010 (MB 2010-5 / 167-169) and March 22, 2011 (MB 2011-2/285-286) to extend the time period to December 31, 2012 and to change the scope from the construction of one new single-family house to the acquisition and rehabilitation of one existing house (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - HOME}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	CONTRACT ADDENDUM Agreements #3 (BCS) Oct 2012, Exhibit A - Rehab Budget & Timeline - 506 Hall Ave, executed CONTRACT ADDENDUM Agreements #3 (BCS) Oct 2012	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:	Andrew Ellard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/16/2012					
1	City Council	10/16/2012	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve Amendment to the CHDO contract with Breakthrough Community Services (found at MB 2010-4 / 26-37) and amended September 7, 2010 (MB 2010-5 / 167-169) and March 22, 2011 (MB 2011-2/285-286) to extend the time period to December 31, 2012 and to change the scope from the construction of one new single-family house to the acquisition and rehabilitation of one existing house (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - HOME}

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Delgado

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

ΓEL-No Vote: 0

Text of Legislative File 2012-1233

Title

Approve Amendment to the CHDO contract with Breakthrough Community Services (found at MB 2010-4 / 26-37) and amended September 7, 2010 (MB 2010-5 / 167-169) and March 22, 2011 (MB 2011-2/285-286) to extend the time period to December 31, 2012 and to change the scope from the construction of one new single-family house to the acquisition and rehabilitation of one existing house (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - HOME}

Summary

Breakthrough Community Services - 506 Hall Ave.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AGREEMENT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
and
Breakthrough Community Services

THIS AGREEMENT, entered this the 6th day of July, 2010, by and between the City of Hattiesburg (herein called the "City") and Breakthrough Community Services (herein called the "CHDO").

Section II, paragraph 1 and 2:

The CHDO shall develop a minimum of one (1) housing unit(s) for low- to moderate-income homebuyer(s) by rehabilitating and marketing affordable, single-family homes. Such activity may include the acquisition of units that are to be rehabilitated and marketed as affordable housing units as described herein.

Eligible set-aside activities include acquisition and rehabilitation of homebuyer properties affordable to low-to-moderate income residents, developed by the CHDO with HOME funds. The said program activity specific to this agreement is the rehabilitation of single-family homes, which the CHDO may or may not already own. Details of proposed purchase, rehabilitation, funding, and timeline are outlined in Exhibit "A" attached hereto.

Page 2-Section IV, paragraph 1:

Provided that the CHDO remains designated as a CHDO certified by the City, services of the CHDO shall cover the time period from January 1, 2010 until December 31, 2012. The City reserves the right to terminate this Contract or to reduce the contract compensation amount if the CHDO fails to comply with all rules and regulations spelled out in the contract.

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi	**Breakthrough Community Services**
By: _____ Johnny L. DuPree, Mayor	By:_____
Date: _____	Date: _____
Attest: _____ City Clerk	Attest: _____
Date: _____	Date: _____

Project Narrative

Property: 506 Hall Avenue, Hattiesburg, MS 39401

Proposed Project: Acquisition & Rehabilitation

With the goal of producing a HOME eligible development project, Breakthrough Community Services Inc. is interested in restructuring our agreement with the City of Hattiesburg, to allow for the acquisition and rehabilitation of the above referenced property. In an effort to bring closure to our pending obligation to develop one (1) housing unit for low-to-moderate income homebuyers, rental, or lease purchase individuals, within the city limits of Forrest County.

Our designated target area for this project is the neighborhood East of Country Club Road, Historic Hattiesburg Neighborhood Subdivision. We realize there is a need in this community to restore neighborhoods and we are interested in strehthening the neighborhood with a mix of market rate and affordable housing. Through improving rehabilitation, code enforcement, and neighborhood enhancement, this offers the chance to help improve the conditions of the neighborhood by removing abandoned housing, and helping to reinforce and expand the number of residents whom remain and invest in their property. This project will aid in revitalizing the area with poor housing conditions.

Below is the rehabilitation timeline for the proposed property:

	Start	Finish
Property Acquired	October 3, 2012	
RFP acceptance period	October 8, 2012	October 22, 2012
Lead Abatement completed		October 30, 2012
Rehabilitation period	Nov. 1, 2012	December 15, 2012

Development Estimate

Acquisition	$20,000
Title Opinion	$325
Survey	$1000
Lead Abatement & Asbestos	$3,500
Marketing	$1,500
Delinquent Property Taxes	$4,800
Permits	$500
Rehab/Construction	$35,000
Landscape	$800

TOTAL: $67,425

AGREEMENT AMENDMENT
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Page 2-Section IV, paragraph 1:

Provided that the CHDO remains designated as a CHDO certified by the City, services of the CHDO shall cover the time period from January 1, 2010 until December 31, 2012. The City reserves the right to terminate this Contract or to reduce the contract compensation amount if the CHDO fails to comply with all rules and regulations spelled out in the contract.

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi	**Breakthrough Community Services**
By: Johnny L. DuPree, Mayor	By:
Date: 10-16-12	Date: 10-16-12
Attest: City Clerk	Attest:
Date: 10-16-12	Date: 10/16/12

Project Narrative

Property: 506 Hall Avenue, Hattiesburg, MS 39401

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Marketing	$1,500
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Permits	$500
Rehab/Construction	$35,000
Landscape	$800

TOTAL: $67,425

City of Hattiesburg, MS

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

Master

File Number: 2012-1269

File ID:	2012-1269	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/16/2012
Brief Title:	Approve Plans and Specifications for the Comprehensive Sewer Improvements Phase II project, and authorize advertisement for bids for same.			**Final Action:**	
				Minute Book Number:	MB 2012-1/373

Title:

Rescind award of bid to Miller Enterprises, LLC, approved at MB 2012-1/250; Approve the revised plans and specifications for the Comprehensive Sewer and Water Improvements Project - Sewer Phase II, and authorize the advertisement for bids for same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Plans Rev, Specifications, Comswip Phase II, Comswip Phase II	**Enactment Number:**	
Contact:		**Meeting Date:**	10/16/2012
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/16/2012					
1	City Council	10/16/2012					

Text of Legislative File 2012-1269

Title

Rescind award of bid to Miller Enterprises, LLC, approved at MB 2012-1/250; Approve the revised plans and specifications for the Comprehensive Sewer and Water Improvements Project - Sewer Phase II, and authorize the advertisement for bids for same.

Summary

Rescind award of bid to Miller Enterprises, LLC, approved at MB 2012-1/250; Approve the revised plans and specifications for the Comprehensive Sewer and Water Improvements

Project - Sewer Phase II, and authorize the advertisement for bids for same.

Budget Information

094695.7220.50

Expenditure Type

Regular Budget Item

Purchasing Item

Sealed Bid

Publication Information

Hattiesburg American and Clarion Ledger on 7/20/12 and 7/27/12

CONSTRUCTION PLANS

FOR

COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II

FOR THE

CITY OF HATTIESBURG

FORREST & LAMAR COUNTIES
MISSISSIPPI

GEODETIC REFERENCE (NAD83) FOR THE APPROXIMATE MIDDLE OF THE PROJECT:

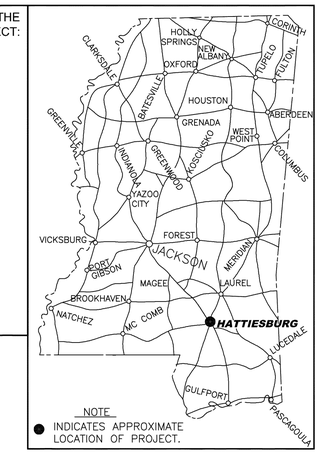
SITE 1 - PROVIDENCE STREET
LATITUDE: N 31°20'15.60"
LONGITUDE: W 89°18'15.40"

SITE 2 - CORRINE STREET
LATITUDE: N 31°19'11.70"
LONGITUDE: W 89°18'02.17"

SITE 3 - COUNTY ROAD
LATITUDE: N 31°18'06.73"
LONGITUDE: W 89°17'15.44"

SITE 4 - WEATHERSBY ROAD
LATITUDE: N 31°19'50.88"
LONGITUDE: W 89°22'13.45"

SITE 6 - COUNTRY CLUB ROAD
LATITUDE: N 31°18'26.95"
LONGITUDE: W 89°18'27.03"



SEE SHEET No. 2 FOR DETAILED SHEET INDEX

MAYOR

Johnny DuPree, Ph. D.

COUNCIL PERSONS

Kim Bradley, President
Carter Carroll
Deborah Denard Delgado
Dave Ware
Henry E. Naylor

DIRECTOR OF ENGINEERING

Bert Kuyrkendall, P.E.

PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39403-1711
HTTP://WWW.SD-W.COM
P: (601) 544 - 1821
F: (601) 544 - 0501

JULY 2012

Sheet No. 01
Drawing No.: 1273-S002

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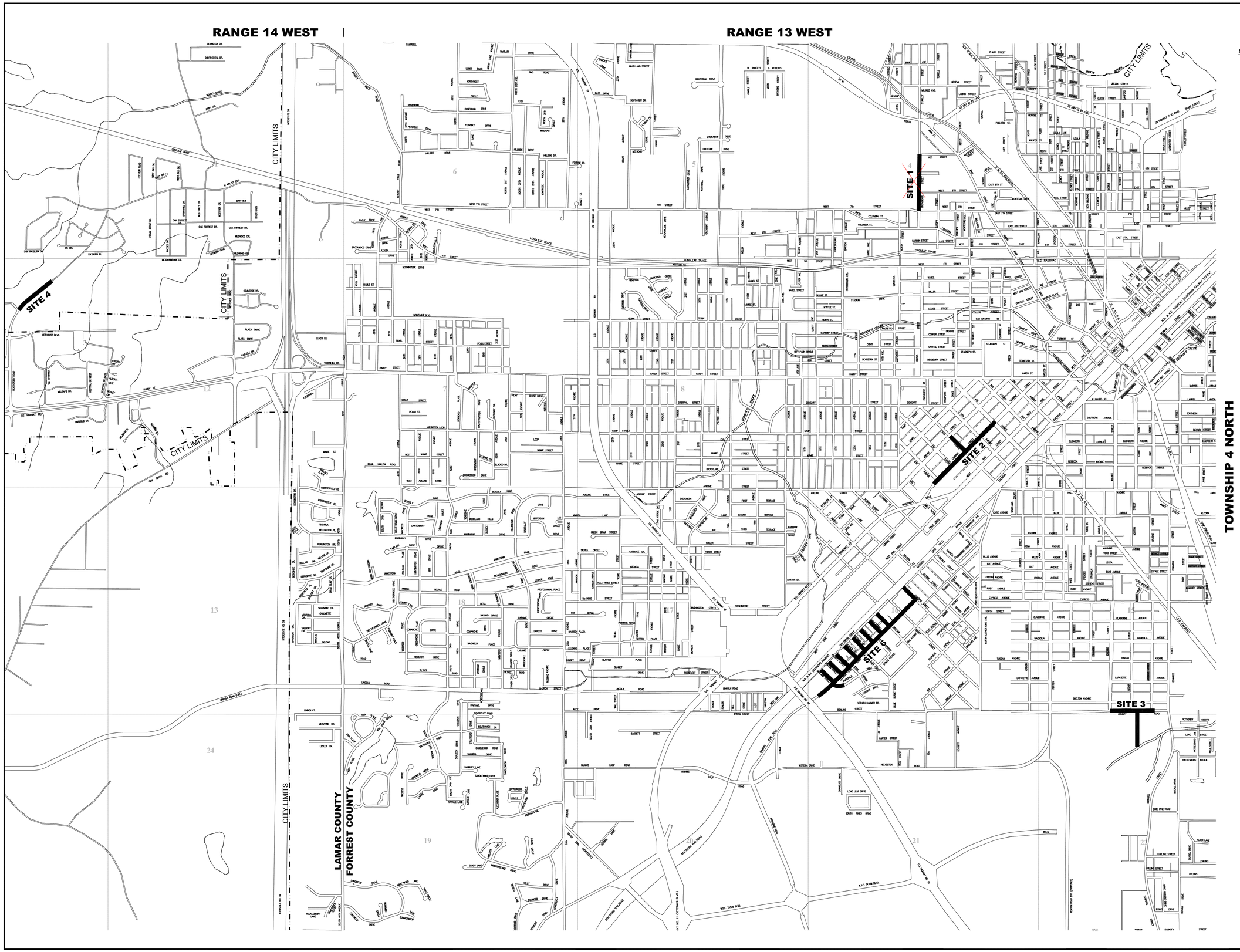

DETAILED INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	VICINITY MAP AND DETAILED INDEX
3	GENERAL NOTES AND PUBLIC UTILITIES
~~4~~	~~SITE 1 - PROVIDENCE STREET~~
~~5~~	~~SITE 1 - PROVIDENCE STREET~~
~~6~~	~~SITE 1 - PROVIDENCE STREET~~
7	SITE 2 - CORINNE STREET
8	SITE 2 - CORINNE STREET
9	SITE 2 - CORINNE STREET
10	SITE 2 - 6TH AVENUE
11	SITE 2 - 6TH AVENUE
12	SITE 3 - COUNTY ROAD
13	SITE 3 - COUNTY ROAD
14	SITE 3 - CEDAR STREET
15	SITE 3 - CEDAR STREET
16	SITE 4 - WEATHERSBY ROAD
17	SITE 4 - WEATHERSBY ROAD
18	SITE 4 - WEATHERSBY ROAD
19	SITE 6 - COUNTRY CLUB ROAD
20	SITE 6 - COUNTRY CLUB ROAD
21	SITE 6 - COUNTRY CLUB ROAD
22	SITE 6 - COUNTRY CLUB ROAD
23	SITE 6 - COUNTRY CLUB ROAD
24	SITE 6 - COUNTRY CLUB ROAD
25	SITE 6 - PARKDALE DRIVE
26	SITE 6 - EVERETT STREET
27	SITE 6 - DONALD STREET
28	SITE 6 - COLEMAN STREET
29	SITE 6 - BAXTER STREET
30	SITE 6 - AMOS STREET
31	SITE 6 - GRAHAM STREET
32	SITE 6 - BARRY STREET
33	SITE 6 - ASHFORD STREET
34	SEWER INSTALLATION DETAILS
35	MISCELLANEOUS DETAILS
36	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
37	DETAILS OF SEDIMENT BARRIER APPLICATION
38	DETAILS OF SILT FENCE INSTALLATION
39	DITCH CHECK STRUCTURES, TYPICAL APPLICATION AND DETAILS
40	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
41	INLET PROTECTION TYPICAL APPLICATION AND DETAILS
42	INLET PROTECTION DETAILS OF WATTLE
125	DETAILS OF TYPICAL DITCH TREATMENTS
250	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE LANE OF TWO-WAY TRAFFIC)
300	PIPE CULVERT INSTALLATION
301	CONCRETE PIPE COLLAR
325	DROP INLET AND GRATE DETAILS FOR PIPE AND BOX CULVERT
328	FLARED END SECTION FOR CONCRETE PIPE
329	FLARED END SECTION FOR CONCRETE ARCH PIPE

GRAPHIC SCALE

1000 0 500 1000 2000 4000

(IN FEET)
1 inch = 1000 ft.

NO.	DATE	DESCRIPTION	BY

VICINITY MAP & DETAILED INDEX

COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II
CITY OF HATTIESBURG
FORREST & LAMAR COUNTIES, MISSISSIPPI

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SD-W.COM
P: (601) 544 - 1521
F: (601) 544 - 0501

Drawn by: RES	Checked by: KDW
Date: 07–09–2012	Scale: AS NOTED
Drawing No.: 1273–S002	Sheet No. 02

G:\PROJECTS\Hattiesburg_City of\1273-S002 - Comprehensive Sewer Improvements - Phase II\1273S002.dwg\1273S002_cvmotes_v2.dwg, 02, 7/6/2012 10:20:13 AM

GENERAL NOTES:

1. THE CONTRACTOR SHALL KEEP A SET OF BLUELINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.
4. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR FINISHING THE CONSTRUCTION PLAN. THE CONTRACTOR SHALL FURNISH SEWER CUT SHEETS TO THE ENGINEER ONE WEEK PRIOR TO ANY CONSTRUCTION. PAYMENT FOR SEWER WILL BE BASED ENTIRELY ON THE ENGINEER APPROVED CUT SHEETS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
7. ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
8. ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. NO SEPARATE PAY ITEM WILL BE ESTABLISHED FOR REMOVAL AND REPLACEMENT, IF REQUIRED.
9. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
10. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
11. THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION. SUBMITTAL SHALL INCLUDE A DETAILED DETOUR PLAN.
12. ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
13. ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THE PLANS.
14. ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY)
15. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER. NO MANHOLE OR WET WELL SHALL BE SET IN THE PRESENCE OF WATER.
16. WELL POINTS, IF REQUIRED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION.
17. WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
18. THE FINISHED ELEVATION OF ALL MANHOLE TOPS FOR MANHOLES TO BE CONSTRUCTED IN PAVED AREAS SHALL BE AT EXISTING PAVEMENT ELEVATION OR AS DIRECTED BY THE ENGINEER. ELEVATIONS SHALL BE TAKEN FROM CUT SHEETS FURNISHED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER AT LEAST SEVEN (7) DAYS PRIOR TO CONSTRUCTION.
19. THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION, UNLESS OTHERWISE NOTED. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
20. ALL SEWER LINES CROSSING PAVED ROADS SHALL BE BORED WITH CASING, UNLESS OTHERWISE NOTED. ANY DAMAGE TO PAVED ROADS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. EXCEPTION: WHERE THE PROPOSED SEWER LINE IS LOCATED ALONG AND IN THE PAVED ROADWAY, THE CONTRACTOR SHALL OPEN CUT THE ROADWAY AND REPAIR AS DETAILED. PAY SHALL BE DETERMINED AS NOTED ON THE PLANS AND THE BID PROPOSAL.
21. ALL PAVED DRIVEWAYS SHALL BE OPEN CUT WITH NO CASING, UNLESS OTHERWISE NOTED, AND REPAIRED IN KIND. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS. CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION.
22. ALL CASINGS SHALL BE OF THE SIZE AND TYPE AS NOTED ON THESE PLANS. ALL CASINGS SHALL HAVE SPACERS INSTALLED TO SECURE THE SEWER PIPE CONTAINED WITHIN. ALL STEEL CASING SHALL BE 0.250 WALL THICKNESS EXCEPT ANY RAILROAD BORES (ABANDONED OR ACTIVE) SHALL BE 0.375 WALL THICKNESS. ALL BORES SHALL INCLUDE INJECTION MOLDED HIGH DENSITY VIRGIN POLYETHYLENE CASING SPACERS.
23. MANHOLES AND DUCTILE IRON PIPE SHALL HAVE 16 MIL. COAL TAR EPOXY COATING ON THE INSIDE, UNLESS OTHERWISE NOTED.
24. ALL PVC SEWER MAINS, SERVICE LINES AND FITTINGS SHALL BE SDR 26 AND OF THE SIZE AS NOTED IN THESE PLANS, UNLESS OTHERWISE NOTED. ALL FITTINGS SHALL BE ABSORBED EXCEPT SERVICE TEE'S AND CLEANOUTS. CLEANOUTS SHALL INCLUDE TEE, SERVICE CAP, TRAFFIC COVER IF NEEDED, AND ANY PIPE LENGTH TO BRING CLEANOUT TO SURFACE GRADE.
25. ALL DUCTILE IRON PIPE SHALL BE LOCKING JOINT TYPE AND OF THE SIZE AS NOTED ON THESE PLANS.
26. ALL FITTINGS REQUIRED FOR DUCTILE IRON OR PVC PIPE SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM FOR THE PIPE AND AT NO ADDITIONAL COST TO THE PROJECT.
27. INFILTRATION/EXFILTRATION AND MANDREL TEST WILL BE REQUIRED ON ALL SEWER MAIN INSTALLED. CONTRACTOR SHALL BE REQUIRED TO PULL A MANDREL FOR TESTING PURPOSES IN ALL SEWER LINES INSTALLED ON THE PROJECT PRIOR TO FINAL ACCEPTANCE. MANDREL TEST SHALL BE PERFORMED IN LIVE OR BYPASS PUMPED SEWER AS NECESSARY AT THE DISCRETION OF THE CONTRACTOR
28. ALL MANHOLES SHALL BE 48" IN DIAMETER, WITH ECCENTRIC TOP CONE SECTIONS, UNLESS OTHERWISE NOTED. (SEE PLAN AND PROFILE SHEETS FOR PROPER SIZING)
29. ALL SINGLE DROPS FOR SEWER PIPE 8" AND UNDER IN DIAMETER SHALL BE PLACED INSIDE THE MANHOLE AS DETAILED. ALL MULTIPLE DROPS OR DROPS FOR SEWER PIPE OVER 8" IN DIAMETER SHALL BE PLACED OUTSIDE OF THE MANHOLE AS DETAILED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
30. ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED FOR TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.
31. ALL TRENCHES IN PAVED AREAS SHALL BE REPAIR AS DETAILED. CRUSHED AGGREGATE SHALL ALSO BE INSTALLED AND USED FOR A TEMPORARY SURFACE UNTIL SUCH TIME THAT THE OWNER DECIDES TO ALLOW INSTALLATION OF PAVEMENT (SEE DETAIL). ALL CRUSHED AGGREGATE MAY BE LIMESTONE OR CONCRETE AND SHALL BE SIZE 825. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING PAVEMENT PRIOR TO PLACEMENT OF PAVEMENT IN PATCHED AREAS TO MAKE A SMOOTH JOINT WITH THE EXISTING PAVEMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE IN AN ACCEPTABLE CONDITION UNTIL SUCH TIME AS FINAL PAVEMENT IS INSTALLED.
32. PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES.
33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
34. WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
35. THE TYPICAL TEMPORARY EROSION CONTROL MEASURES AND TYPICAL DITCH TREATMENTS REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DAILY DURING CONSTRUCTION. TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED IN LOCATIONS AS DIRECTED BY THE ENGINEER. TEMPORARY EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT GRASS IS ESTABLISHED OR THE DISTURBED SURFACED IS PAVED.
36. THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR SANITARY SEWER EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
37. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF EXISTING MANHOLES AND SEWER LINES, AS NOTED ON THE PLAN SHEETS. THE CONTRACTOR SHALL DISPOSE OF SAID MATERIAL AT AN APPROVED DISPOSAL SITE. REMOVAL AND DISPOSAL OF EXISTING MANHOLES SHALL BE PAID UNDER THE "REMOVAL OF MANHOLE" ITEM. REMOVAL AND DISPOSAL OF EXISTING SEWER PIPE SHALL BE ABSORBED UNDER THE PIPE LAYING OPERATION. (NO SEPARATE PAY)
38. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BY-PASS PUMPING AS REQUIRED BY THE ENGINEER. (NO SEPARATE PAY)
39. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SERVICE LINES WHICH ARE CUT AND/OR REMOVED DURING THIS PROJECT. SERVICE CONNECTIONS SHALL INCLUDE, BUT ARE NOT LIMITED TO, SERVICE LINE, FITTINGS AND CLEAN-OUT. ALL SERVICE LINE REPLACEMENTS SHALL MATCH EXISTING SIZE. FLEXIBLE COUPLINGS SHALL BE USED ONLY WITH ENGINEER'S APPROVAL. CLEAN-OUTS SHALL BE PLACED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE DIRECTED. SERVICE LINE CONNECTIONS SHALL BE LOCATED ADJACENT TO EXISTING SERVICE LINES. THE CONTRACTOR SHALL INCLUDE THE NECESSARY CONNECTIONS BETWEEN THE EXISTING SERVICE CONNECTION AND THE NEW SERVICE LINE INCLUDING REDUCERS, WHERE REQUIRED, AT NO ADDITIONAL COST TO THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF EXISTING SEWER SERVICE LINES. NEW SERVICE CONNECTIONS SHALL BE PAID AS NOTED ON THE BID PROPOSAL.
40. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER AND/OR OWNER.
41. MATERIAL SUBMITTALS SHALL BE MADE TO OWNER THROUGH THE ENGINEER PRIOR TO USE FOR APPROVAL.
42. ALL ITEMS (INCLUDING REMOVAL OF OBSTRUCTIONS, REMOVED AND RESET AND/OR REPLACEMENT OF STORM DRAIN STRUCTURES, ETC.) FOR WHICH NOT PAY ITEM IS LISTED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION. (NO SEPARATE PAY)
43. THE CONTRACTOR SHALL NOTE SEVERE MINIMUM GRADES FOR VARIOUS LOCATIONS OF PROPOSED SEWER LINES WITHIN THE PROJECT. THE CONTRACTOR SHALL HAVE THE EXPERTISE TO INSTALL PIPING ON THESE GRADES. ANY INSTALLED PIPE FOUND TO HAVE MORE THAN ¼" OF STANDING WATER SHALL BE REMOVED AND RE-LAID AT THE CONTRACTOR'S EXPENSE.
44. ALL BEDDING MATERIAL SHALL BE ABSORBED IN THE PRICE OF THE PIPE LAYING OPERATION.
45. ALL CLEANOUTS LOCATED IN PAVED AREAS SHALL BE INSTALLED WITH A TRAFFIC LOAD RATED FRAME AND COVER SET FLUSHED WITH PAVEMENT. (NO SEPARATE PAY)
43. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON THE PROJECT SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.

PHASES OF CONSTRUCTION

THE CONTRACTOR SHALL CONSTRUCT AND COMPLETE EACH SITE IN ORDER OF OWNER PREFERENCE BASED ON PRIORITY AS FOLLOWS OR AS DETERMINED BY THE OWNER:

1. SITE 6
2. SITE 3
3. SITE 1
4. SITE 2
5. SITE 4

LEGEND:

CONC	– CONCRETE
CMP	– CORRUGATED METAL PIPE
CPP	– CORRUGATED PLASTIC PIPE
DR	– DIMENSIONAL RATIO
DS	– DOWN STREAM
EXIST	– EXISTING
FT	– FEET
—o—o—o—	– FENCE LINE (EXIST)
FFE	– FINISHED FLOOR ELEVATION
FH	– FIRE HYDRANT (EXIST)
FL	– FLOW LINE
GALV	– GALVANIZED
— — —G— — —G—	– GAS LINE (EXIST)
GV	– GAS VALVE (EXIST)
GND	– GROUND
←	– GUY WIRE (EXIST)
HDPE	– HIGH DENSITY POLYETHYLENE PIPE
INV	– INVERT
LF	– LINEAR FEET
MH	– MANHOLE
PVC	– POLYVINYL CHLORIDE PIPE
—P———P—	– POWER LINE (OVERHEAD) (EXIST)
———ℓ———	– PROPERTY LINE
RCAP	– REINFORCED CONCRETE ARCH PIPE
RCP	– REINFORCED CONCRETE PIPE
REQ'D	– REQUIRED
ROW	– RIGHT OF WAY
○ SSCO	– SANITARY SEWER CLEAN-OUT (EXIST)
SY	– SQUARE YARD(S)
SDR	– STANDARD DIMENSION RATIO
STA	– STATION
□ TP	– TELEPHONE PEDESTAL (EXIST)
TYP	– TYPICAL
US	– UP STREAM
○ PP	– UTILITY POLE (EXIST)
— — —W— — —W—	– WATER LINE (EXIST)
□ WM	– WATER METER (EXIST)
WV	– WATER VALVE (EXIST)
W/	– WITH

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN ROAD
HATTIESBURG, MS 39402
(601) 264-1188

GAS
WILMUT GAS
P.O. BOX 1649
HATTIESBURG, MS 39403
(601) 544-6001

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

PEARL RIVER VALLEY, EPA
6803 U.S. HIGHWAY 98
HATTIESBURG, MS 39402
(601) 264-2458

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
601) 545-4530

WESTOVER WEST
SEWAGE COMPANY
400 WEATHERSBY ROAD
HATTIESBURG, MS 39402
(601) 296-0950

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

TELEPAK NETWORKS INC.
115 E GEORGETOWN ST # A
CRYSTAL SPRINGS, MS 39059
(601)-892-5455

BAY SPRINGS TELEPHONE
COMPANY
1362 Scr 11
BAY SPRINGS, MS 39422
(601) 725-4521

TRAFFIC
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT STREET
HATTIESBURG, MS 39401
(601) 545-4626

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

ARNOLD LINE WATER
ASSOCIATION
4901 WEST 4th STREET
HATTIESBURG, MS 39402
(601) 264-7111

SPECIAL UTILITY NOTE:

UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMALLY MISSISSIPPI ONE CALL) DURING FIELD DATA COLLECTION PHASE OF THE DESIGN FOR THIS PROJECT. THOSE REQUESTS WERE NOT FULFILLED BY THE NOTED UTILITY COMPANIES. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO THE INSTALLATION OF THE PROPOSED SEWER STRUCTURES AND PIPE. (NO SEPARATE PAY FOR COORDINATION)

MS 811 TICKET NUMBERS:

SITE 1
12032109360234

SITE 2
12032110210320
12032111380454

SITE 3
12032109500270
12032110580395

SITE 4
12032108510169

SITE 6
12032110170308
12032110220323
12032110330354
12032110250332
12032110410375
12032110540387
12032111540482

NO.	DATE	DESCRIPTION	BY

GENERAL NOTES & PUBLIC UTILTIES

COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II
CITY OF HATTIESBURG
FORREST & LAMAR COUNTIES, MISSISSIPPI

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
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P: (601) 544 - 1521
F: (601) 544 - 6501

Drawn by: RES	Checked by: KDW
Date: 07-09-2012	Scale: NONE
Drawing No.: 1273-S002	Sheet No. 03

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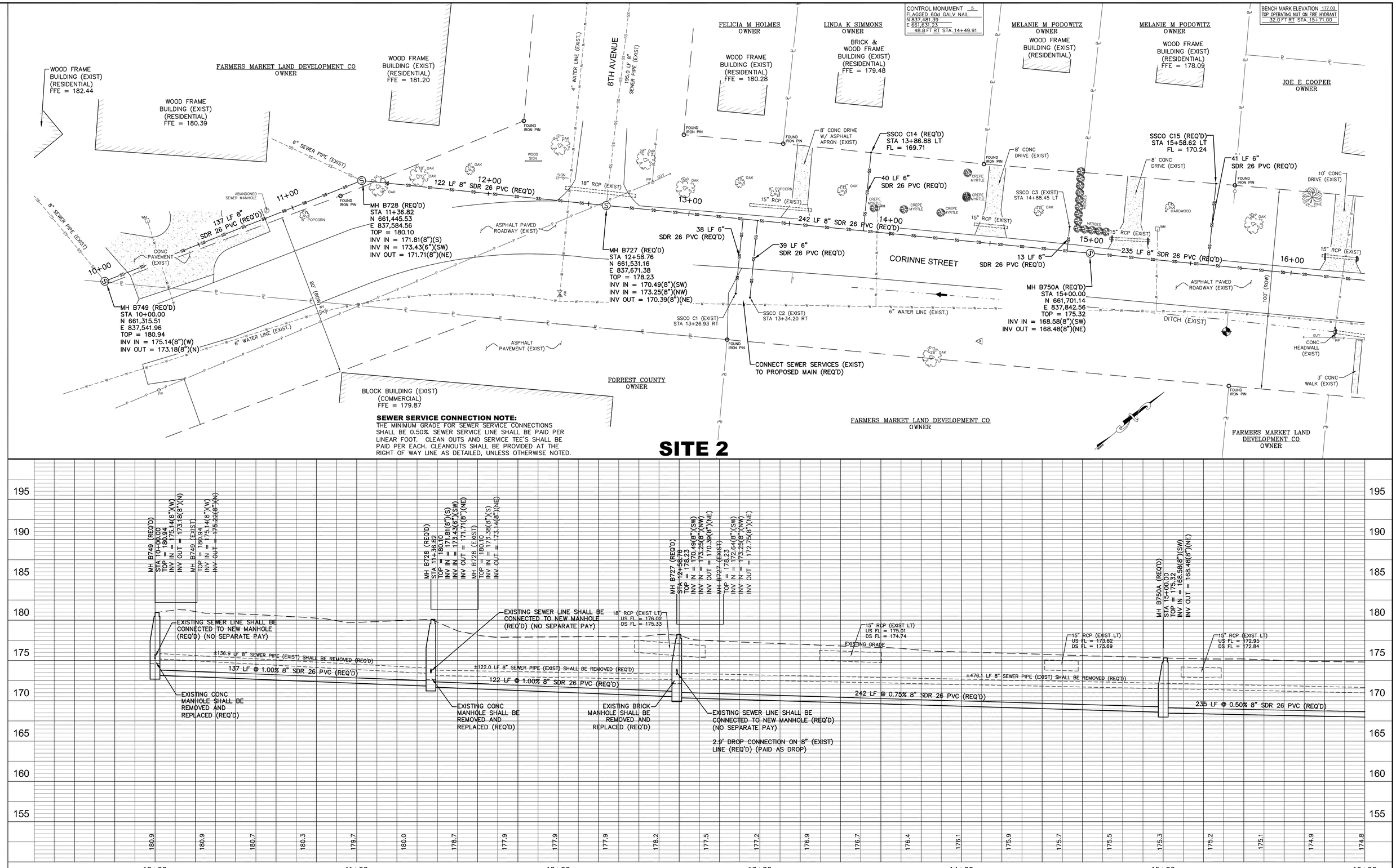

SEWER SERVICE CONNECTION NOTE:
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED.

SITE 2 – CORINNE STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

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DATE: 07-09-2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
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HATTIESBURG, MISSISSIPPI, 39401
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SHEET 7

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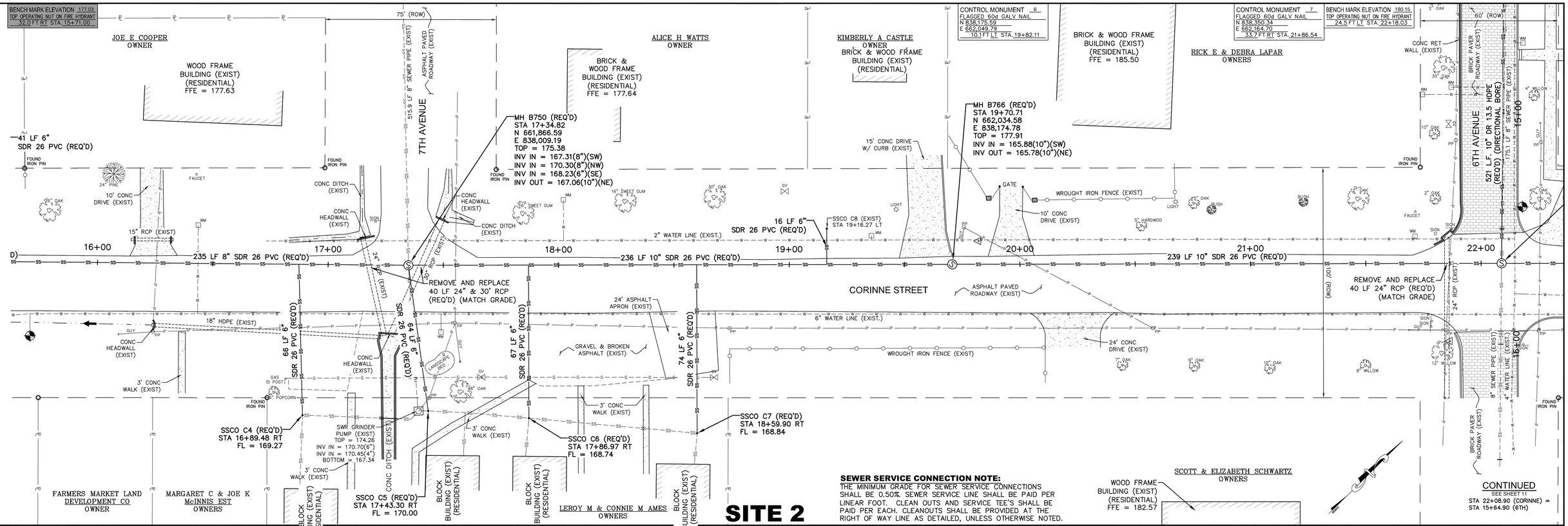


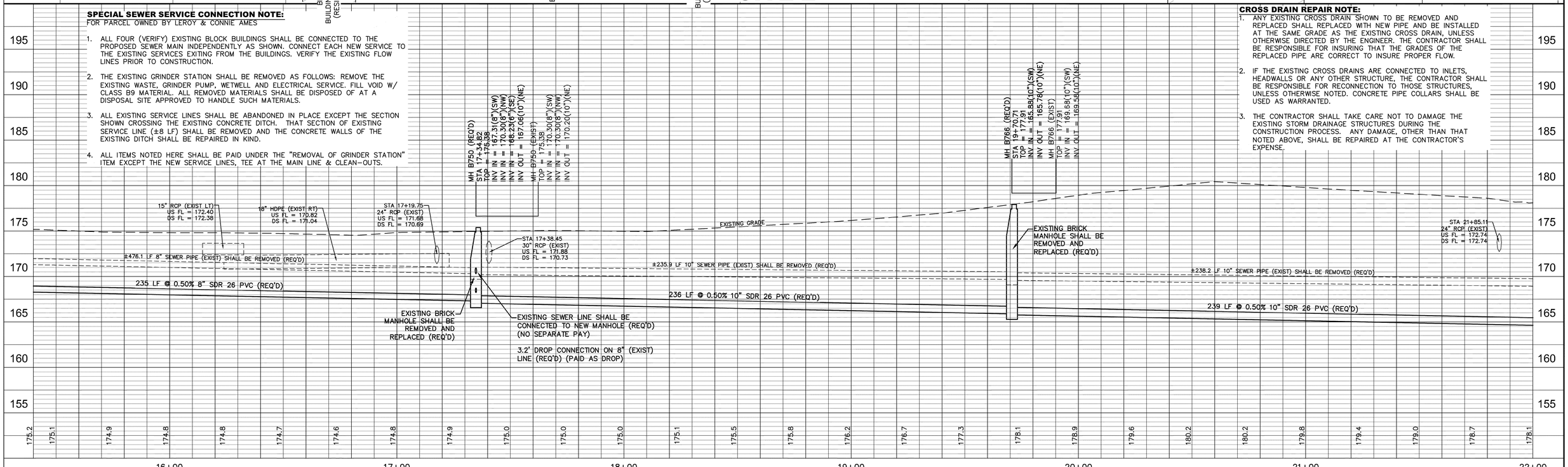
SEWER SERVICE CONNECTION NOTE:
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED.

SPECIAL SEWER SERVICE CONNECTION NOTE:
FOR PARCEL OWNED BY LEROY & CONNIE AMES

1. ALL FOUR (VERIFY) EXISTING BLOCK BUILDINGS SHALL BE CONNECTED TO THE PROPOSED SEWER MAIN INDEPENDENTLY AS SHOWN. CONNECT EACH NEW SERVICE TO THE EXISTING SERVICES EXITING FROM THE BUILDINGS. VERIFY THE EXISTING FLOW LINES PRIOR TO CONSTRUCTION.
2. THE EXISTING GRINDER STATION SHALL BE REMOVED AS FOLLOWS: REMOVE THE EXISTING WASTE, GRINDER PUMP, WETWELL AND ELECTRICAL SERVICE. FILL VOID W/ CLASS B9 MATERIAL. ALL REMOVED MATERIALS SHALL BE DISPOSED OF AT A DISPOSAL SITE APPROVED TO HANDLE SUCH MATERIALS.
3. ALL EXISTING SERVICE LINES SHALL BE ABANDONED IN PLACE EXCEPT THE SECTION SHOWN CROSSING THE EXISTING CONCRETE DITCH. THAT SECTION OF EXISTING SERVICE LINE (±8 LF) SHALL BE REMOVED AND THE CONCRETE WALLS OF THE EXISTING DITCH SHALL BE REPAIRED IN KIND.
4. ALL ITEMS NOTED HERE SHALL BE PAID UNDER THE "REMOVAL OF GRINDER STATION" ITEM EXCEPT THE NEW SERVICE LINES, TEE AT THE MAIN LINE & CLEAN-OUTS.

CROSS DRAIN REPAIR NOTE:

1. ANY EXISTING CROSS DRAIN SHOWN TO BE REMOVED AND REPLACED SHALL REPLACED WITH NEW PIPE AND BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT TO INSURE PROPER FLOW.
2. IF THE EXISTING CROSS DRAINS ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER STRUCTURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED.
3. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.



SITE 2 – CORINNE STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

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SHEET 8

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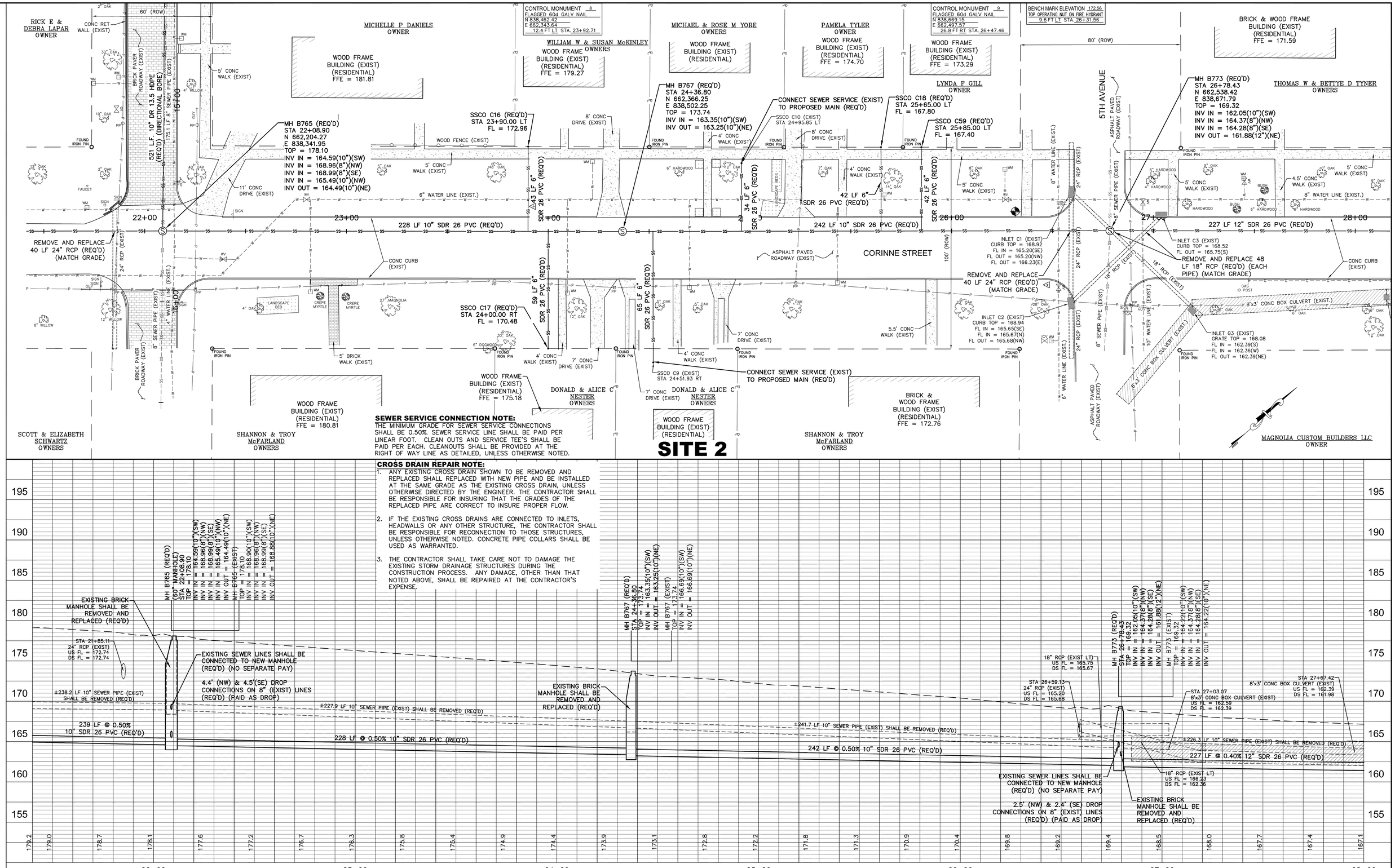

SITE 2 – CORINNE STREET
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SHEET 9

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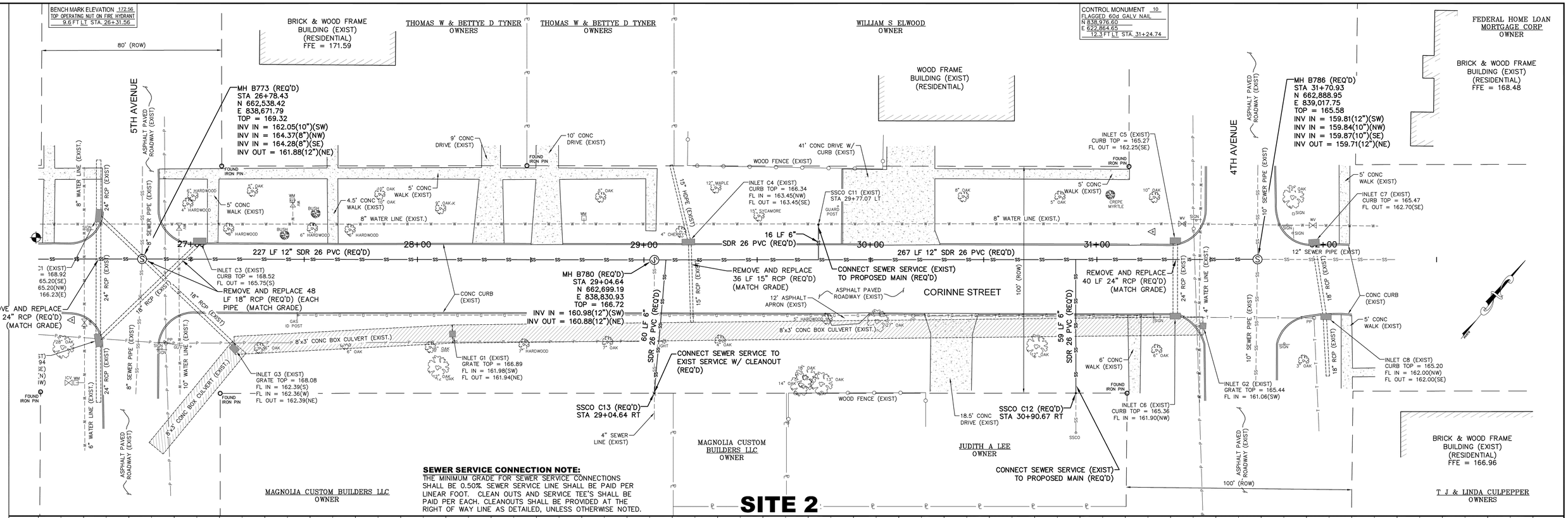
BENCH MARK ELEVATION 172.56
TOP OPERATING NUT ON FIRE HYDRANT
9.6 FT LT STA. 26+31.56

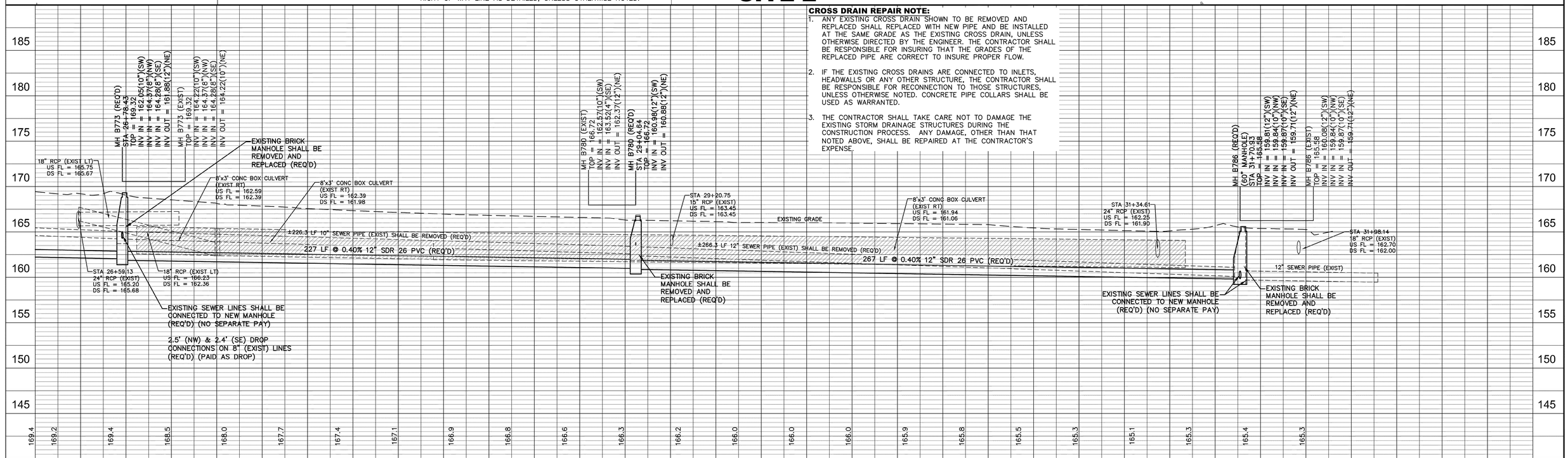
CONTROL MONUMENT 10
FLAGGED 60d GALV NAIL
N 838,976.60
E 622,864.65
12.3 FT LT STA. 31+24.74



SEWER SERVICE CONNECTION NOTE:
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50% SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED.

CROSS DRAIN REPAIR NOTE:

1. ANY EXISTING CROSS DRAIN SHOWN TO BE REMOVED AND REPLACED SHALL REPLACED WITH NEW PIPE AND BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT TO INSURE PROPER FLOW.
2. IF THE EXISTING CROSS DRAINS ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER STRUCTURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED.
3. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.



SITE 2 – CORINNE STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

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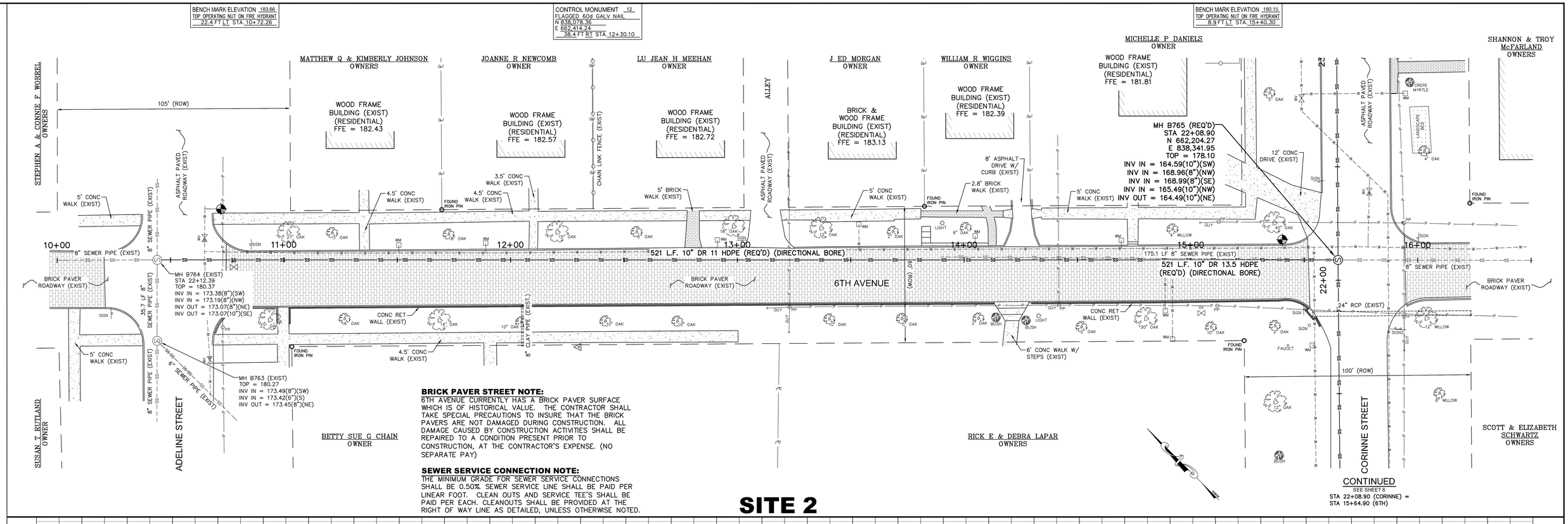


BRICK PAVER STREET NOTE:
6TH AVENUE CURRENTLY HAS A BRICK PAVER SURFACE WHICH IS OF HISTORICAL VALUE. THE CONTRACTOR SHALL TAKE SPECIAL PRECAUTIONS TO INSURE THAT THE BRICK PAVERS ARE NOT DAMAGED DURING CONSTRUCTION. ALL DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED TO A CONDITION PRESENT PRIOR TO CONSTRUCTION, AT THE CONTRACTOR'S EXPENSE. (NO SEPARATE PAY)

SEWER SERVICE CONNECTION NOTE:
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED.

SITE 2 – 6TH AVENUE
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

DRAWN BY: RES
DATE: 07-09-2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SD-W.COM
P: (601) 544 - 1821
F: (601) 544 - 0591

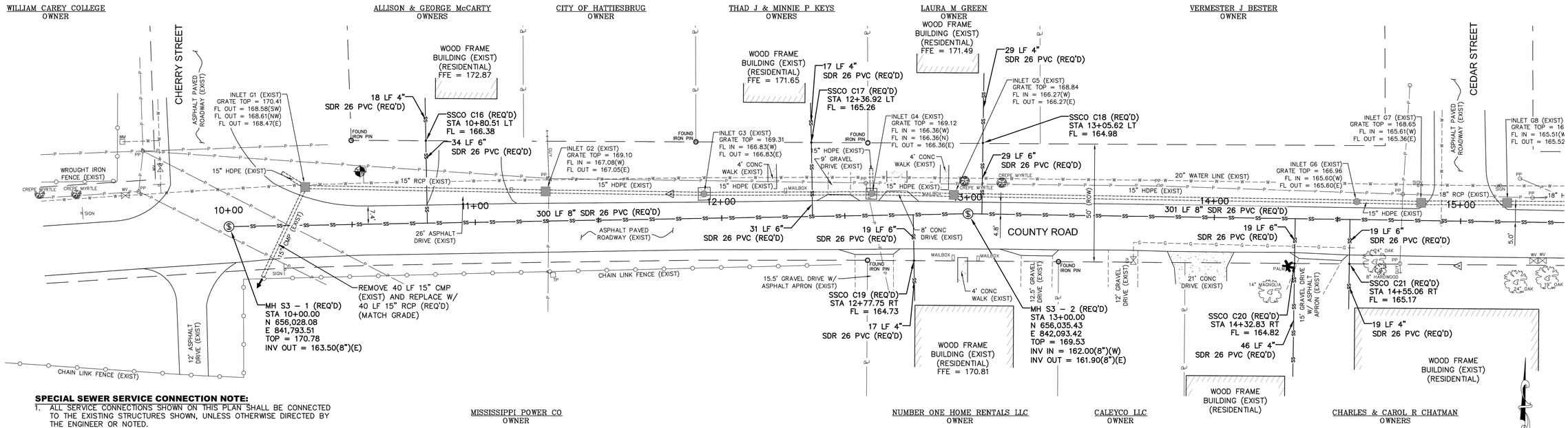
DRAWING NO. 1273-S002
SHEET 11

g:\PROJECTS\hattiesburg_city-of\1273-s002 - comprehensive sewer improvements - phase ii\1273-s002_c3d.cad files\1273S002_C3D_design.dwg, 11, 7/6/2012 12:04:23 PM

BENCH MARK ELEVATION 173.34
TOP OPERATING NUT ON FIRE HYDRANT
21.5 FT LT STA. 10+53.54

CONTROL MONUMENT 13
FLAGGED 60d GALV NAIL
N 841,972.85
E 656,042.67
10.2 FT LT STA. 11+79.64

CONTROL MONUMENT 14
FLAGGED 60d GALV NAIL
N 842,292.86
E 656,015.71
18.2 FT RT STA. 14+99.59



SPECIAL SEWER SERVICE CONNECTION NOTE:

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2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
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SITE 3

CROSS DRAIN REPAIR NOTE:

1. ANY EXISTING CROSS DRAIN SHOWN TO BE REMOVED AND REPLACED SHALL REPLACED WITH NEW PIPE AND BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT TO INSURE PROPER FLOW.
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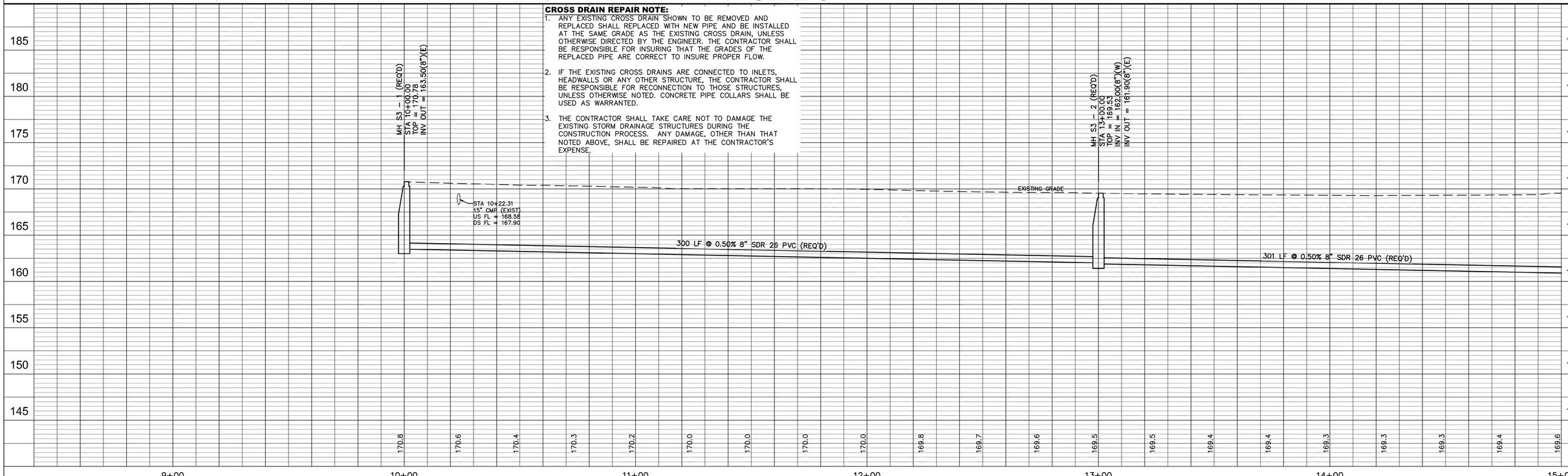

SITE 3 – COUNTY ROAD
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

DRAWN BY: RES
DATE: 07–09–2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

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DRAWING NO. 1273–S002
SHEET 12

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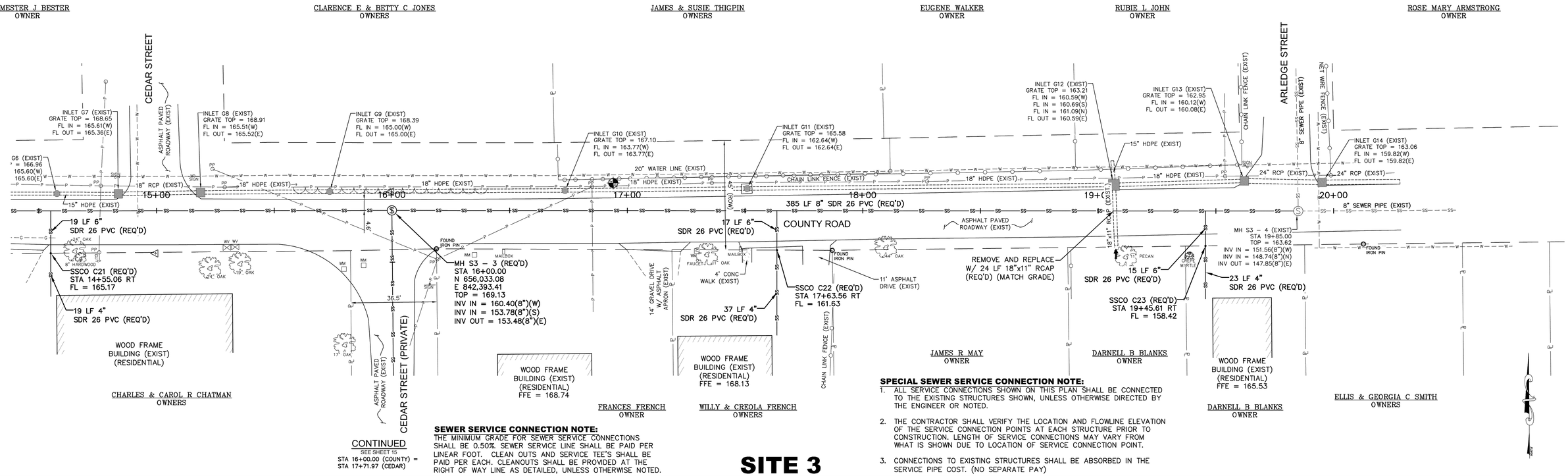
CONTROL MONUMENT 14
FLAGGED 60d GALV NAIL
N 842,292.86
E 656,015.71
18.2 FT RT STA. 14+99.59

CONTROL MONUMENT 15
FLAGGED 60d GALV NAIL
N 842,393.34
E 656,041.05
7.9 FT LT STA. 15+99.87

BENCH MARK ELEVATION 170.38
TOP OPERATING NUT ON FIRE HYDRANT
11.7 FT LT STA. 16+94.00



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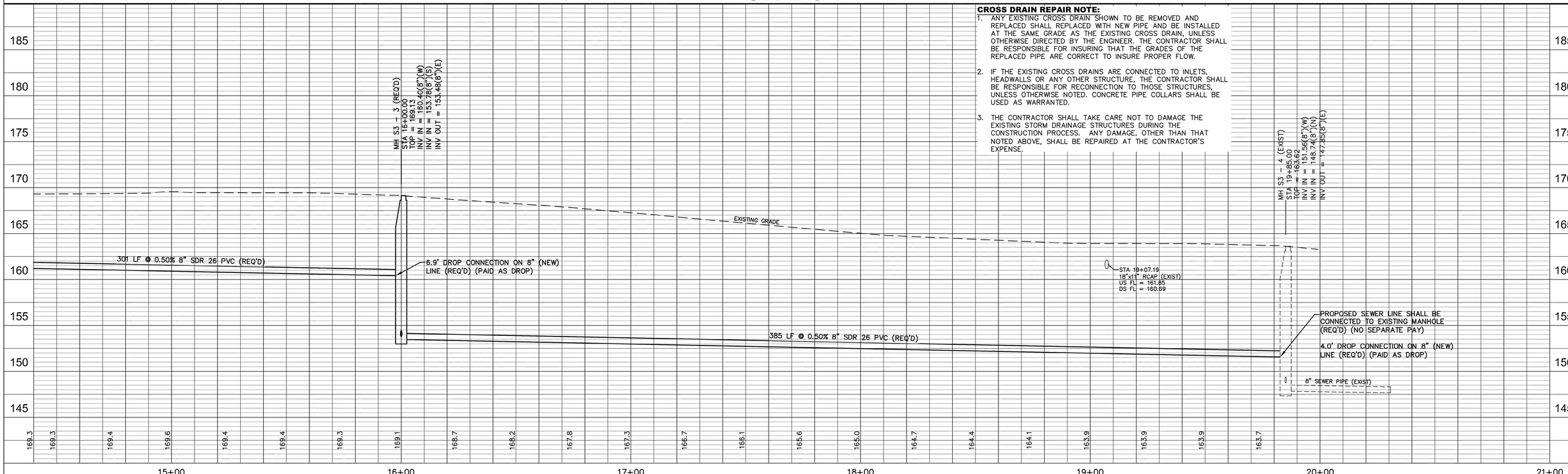

SITE 3 – COUNTY ROAD
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

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DRAWING NO. 1273–S002
SHEET 13

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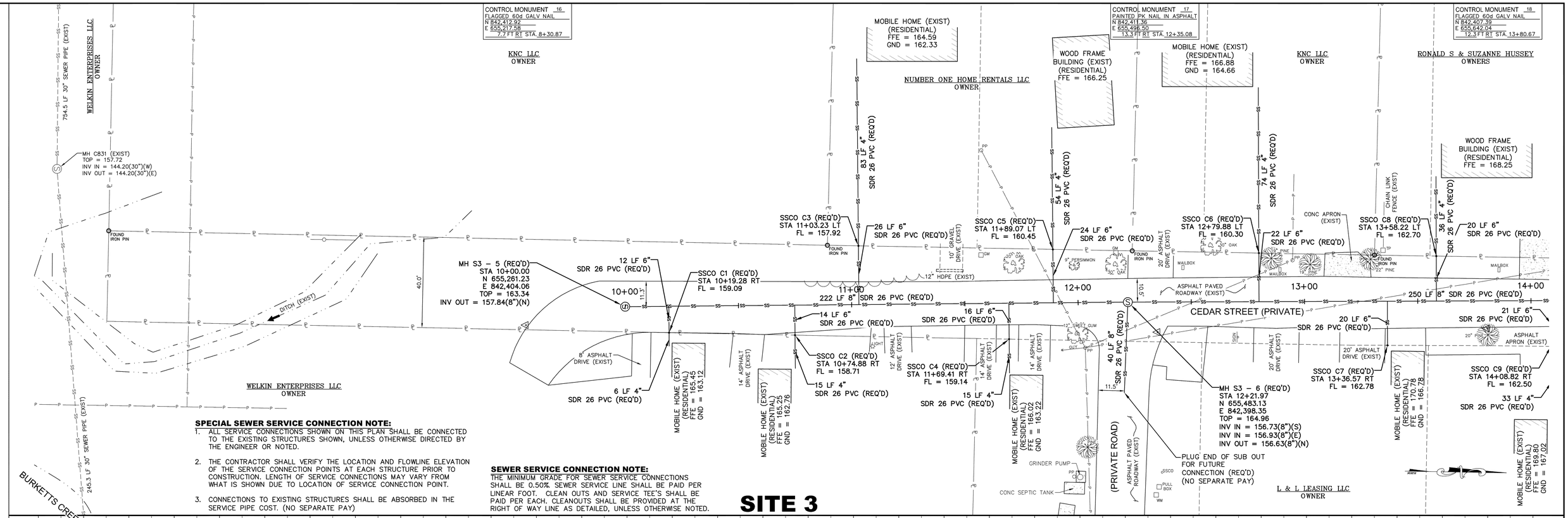

SITE 3 – CEDAR ROAD
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

DRAWN BY: RES
DATE: 07–09–2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

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DRAWING NO. 1273–S002
SHEET 14

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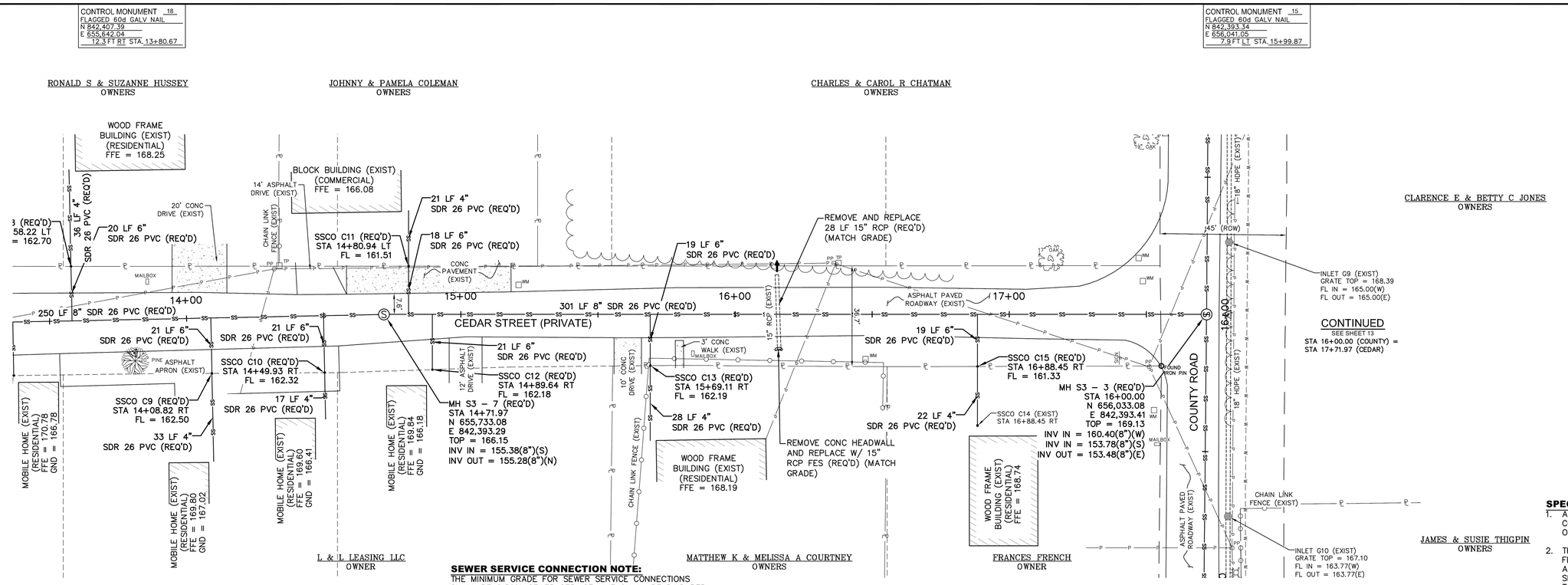

SEWER SERVICE CONNECTION NOTE:
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SITE 3

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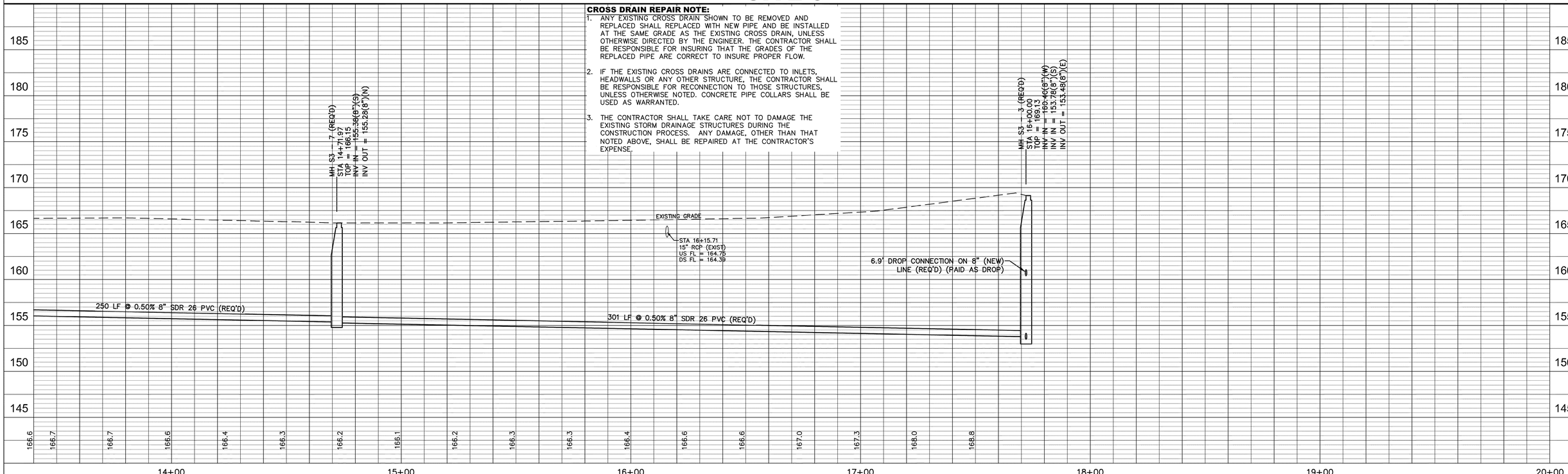

SITE 3 – CEDAR ROAD
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

DRAWN BY: RES
DATE: 07-09-2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

SHOWS, DEARMAN & WAITS, INC.
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DRAWING NO. 1273–S002
SHEET 15

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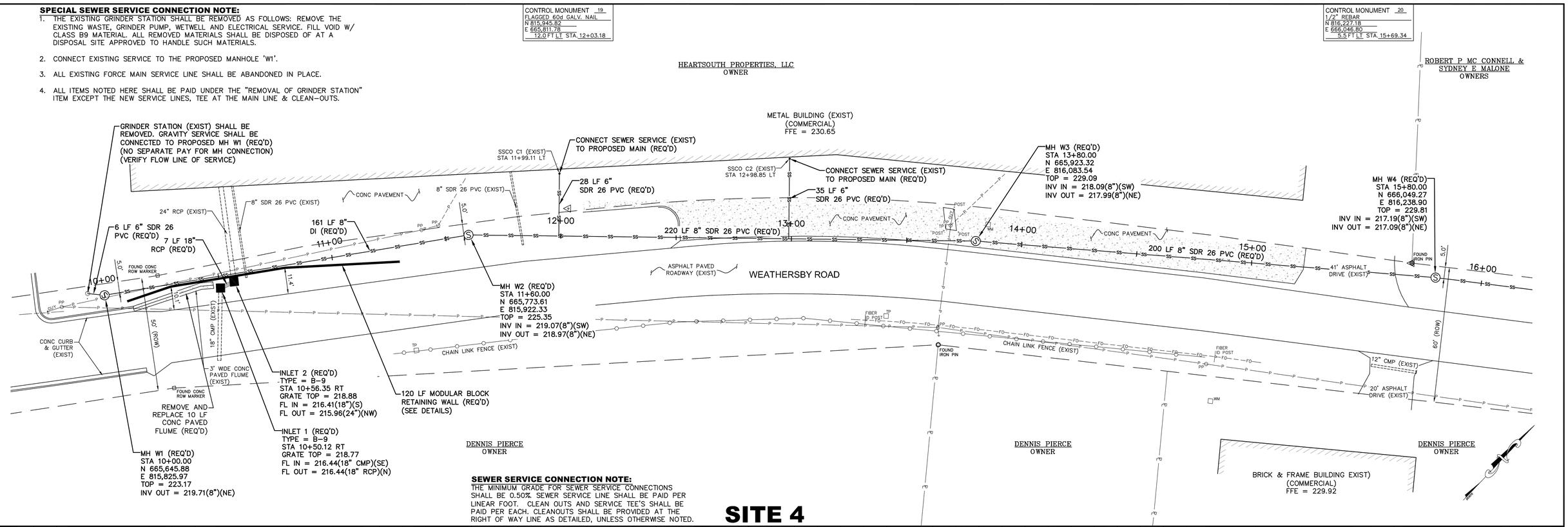
SPECIAL SEWER SERVICE CONNECTION NOTE:

1. THE EXISTING GRINDER STATION SHALL BE REMOVED AS FOLLOWS: REMOVE THE EXISTING WASTE, GRINDER PUMP, WETWELL AND ELECTRICAL SERVICE. FILL VOID W/ CLASS B9 MATERIAL. ALL REMOVED MATERIALS SHALL BE DISPOSED OF AT A DISPOSAL SITE APPROVED TO HANDLE SUCH MATERIALS.
2. CONNECT EXISTING SERVICE TO THE PROPOSED MANHOLE 'W1'.
3. ALL EXISTING FORCE MAIN SERVICE LINE SHALL BE ABANDONED IN PLACE.
4. ALL ITEMS NOTED HERE SHALL BE PAID UNDER THE "REMOVAL OF GRINDER STATION" ITEM EXCEPT THE NEW SERVICE LINES, TEE AT THE MAIN LINE & CLEAN-OUTS.



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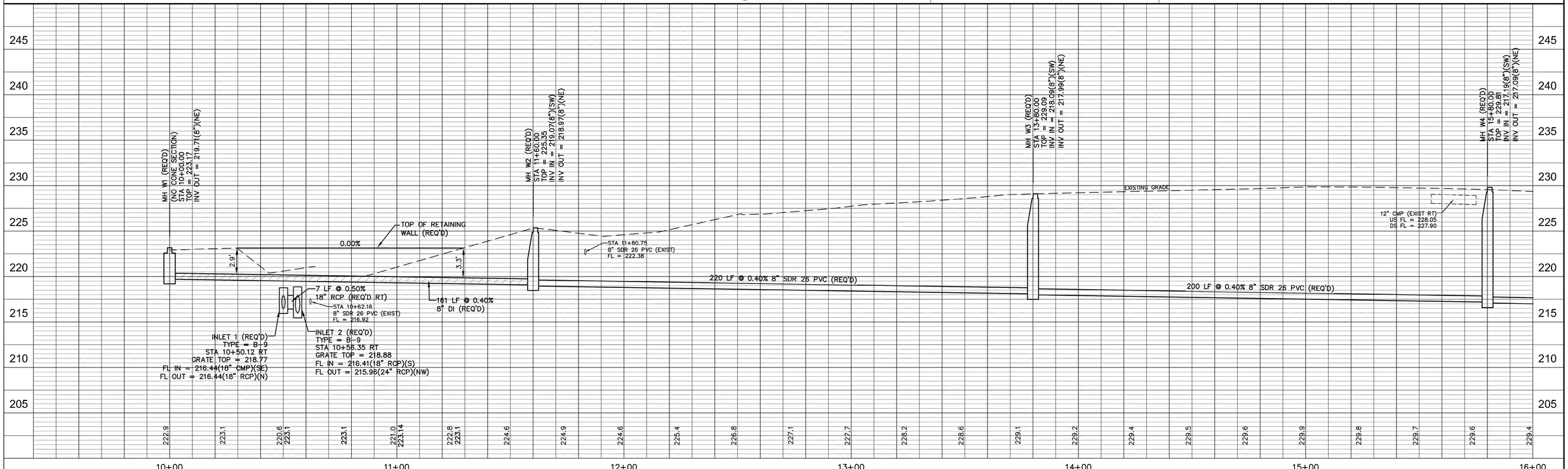
SITE 4



SITE 4 – WEATHERSBY ROAD
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

DRAWN BY: RES
DATE: 07-09-2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

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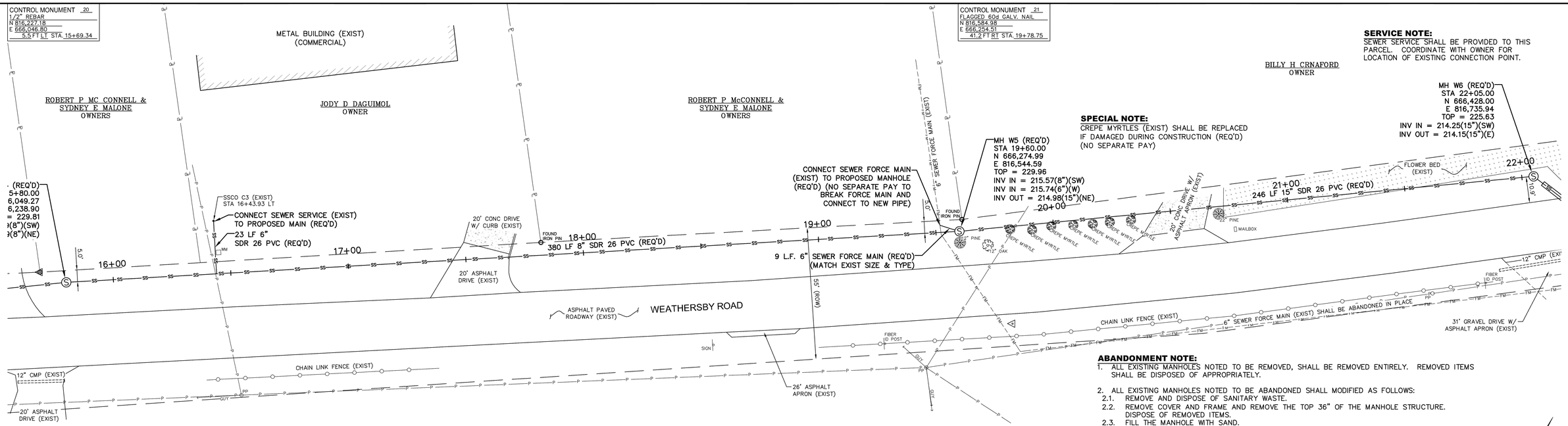
DRAWING NO. 1273-S002
SHEET 16

g:\PROJECTS\hattiesburg_city of\1273-s002 - comprehensive sewer improvements - phase ii\1273-s002_c3d cad files\1273S002_C3D_design.dwg, 16, 7/9/2012 12:06:36 PM



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SITE 4

ABANDONMENT NOTE:

1. ALL EXISTING MANHOLES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.

2. ALL EXISTING MANHOLES NOTED TO BE ABANDONED SHALL MODIFIED AS FOLLOWS:
   - 2.1. REMOVE AND DISPOSE OF SANITARY WASTE.
   - 2.2. REMOVE COVER AND FRAME AND REMOVE THE TOP 36" OF THE MANHOLE STRUCTURE. DISPOSE OF REMOVED ITEMS.
   - 2.3. FILL THE MANHOLE WITH SAND.
   - 2.4. CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
   - 2.5. BACKFILL WITH NATIVE MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT IN PAVED AREAS.

3. ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.

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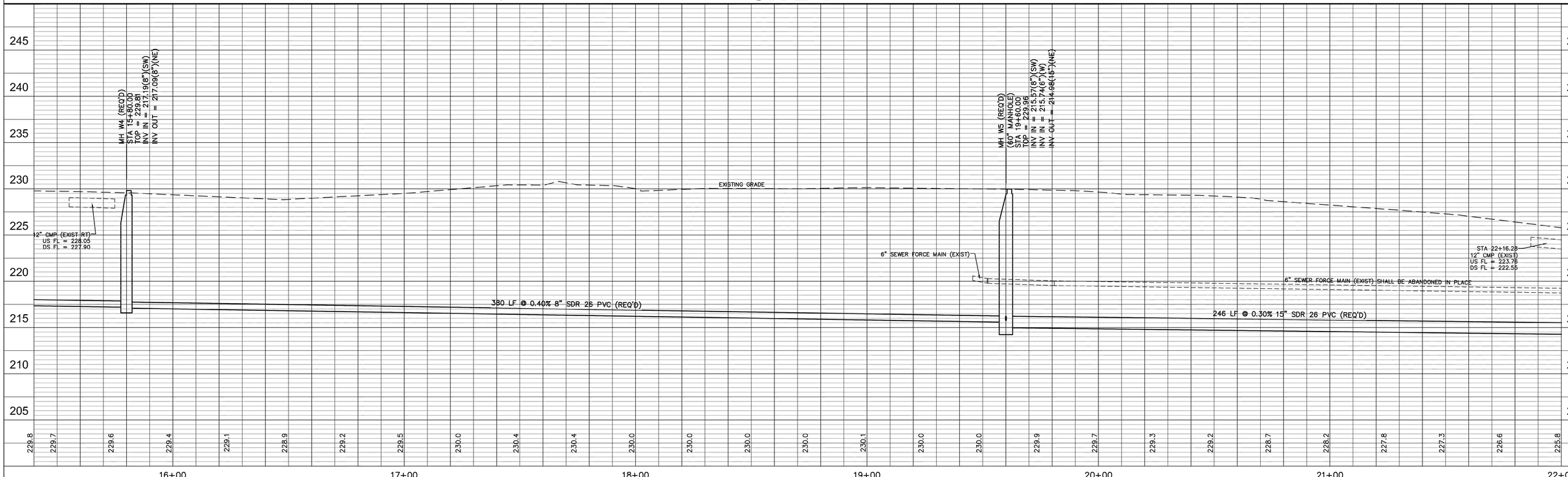
5. WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS OTHERWISE NOTED.



SITE 4 – WEATHERSBY ROAD
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

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DATE: 07-09-2012
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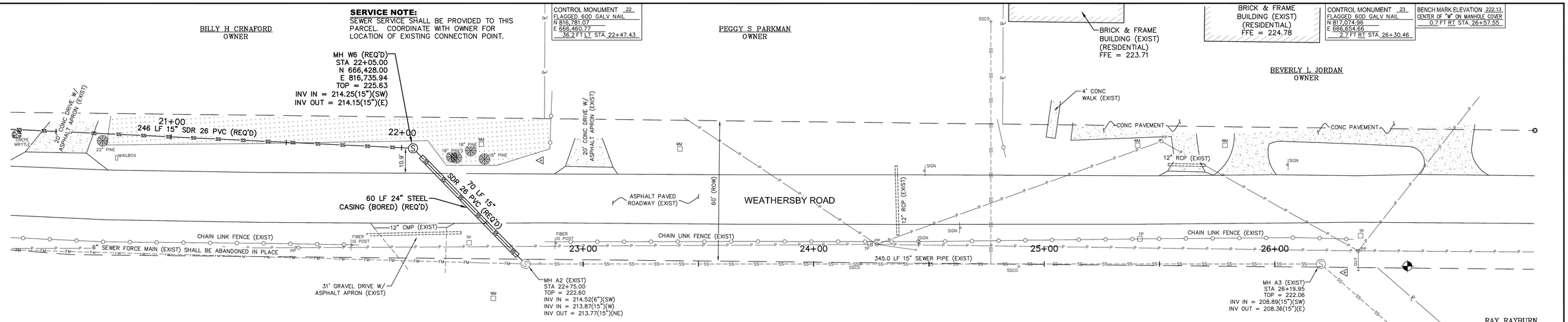
DRAWING NO. 1273-S002
SHEET 17

g:\PROJECTS\hattiesburg_city of\1273-s002 - comprehensive sewer improvements - phase ii\1273-s002_C3D files\1273S002_C3D_design.dwg, 17-7#2012 12:07:04 PM



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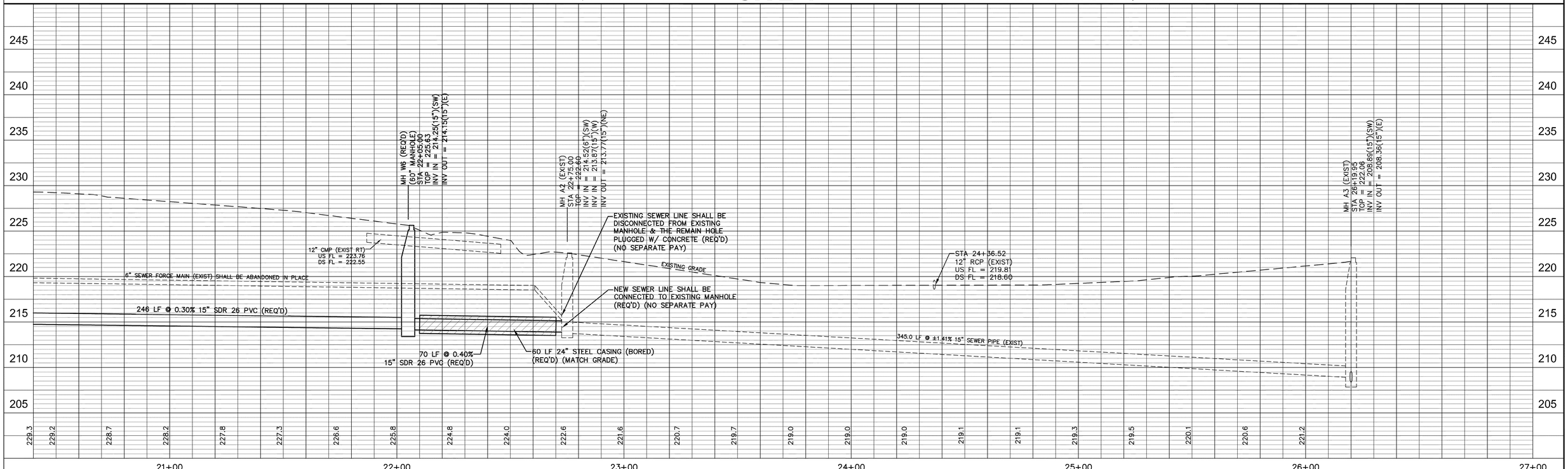
SITE 4



SITE 4 – WEATHERSBY ROAD
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

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DRAWING NO. 1273–S002
SHEET 18

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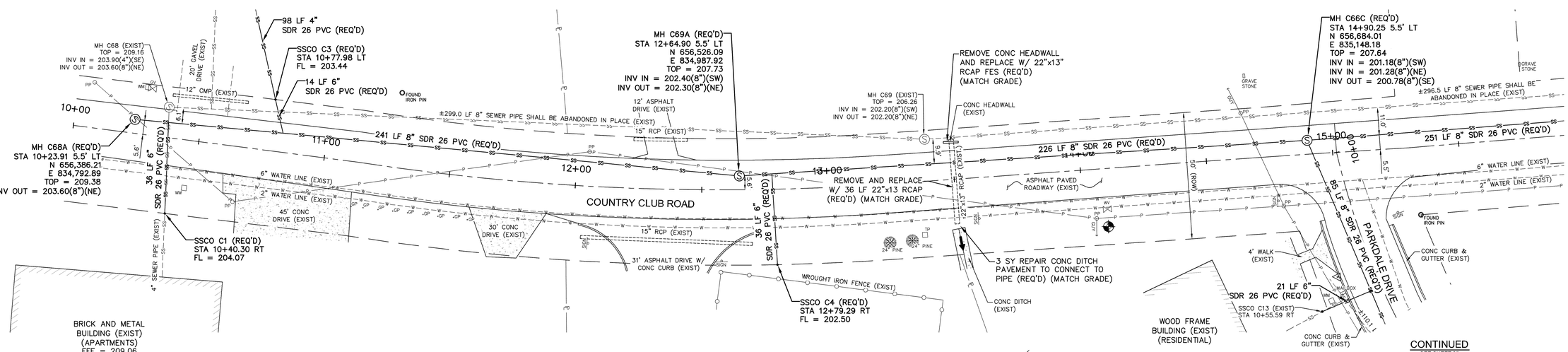
BENCH MARK ELEVATION 207.41
TOP OPERATING NUT ON FIRE HYDRANT
23.0 FT RT STA. 14+09.53

CONTROL MONUMENT 25
FLAGGED 60D GALV NAIL
N 835,192.78
E 656,651.24
49.2 FT RT STA. 14+98.92



CONTINUED
SEE SHEET 25
STA 15+01.56 (COUNTRY CLUB) = STA 10+00.00 (PARKDALE)

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SITE 6

CROSS DRAIN REPAIR NOTE:

1. ANY EXISTING CROSS DRAIN SHOWN TO BE REMOVED AND REPLACED SHALL REPLACED WITH NEW PIPE AND BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT TO INSURE PROPER FLOW.
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SPECIAL SEWER SERVICE CONNECTION NOTE:

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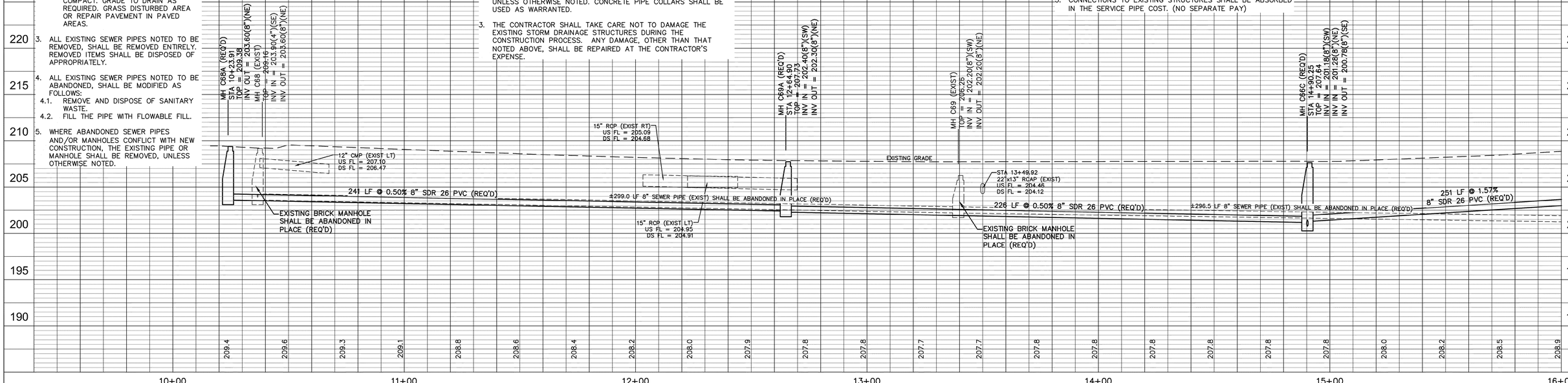

SITE 6 – COUNTRY CLUB ROAD
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

DRAWN BY: RES
DATE: 07-09-2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
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HTTP://WWW.SD-W.COM
P: (601) 544 - 1821
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DRAWING NO. 1273-S002
SHEET 19

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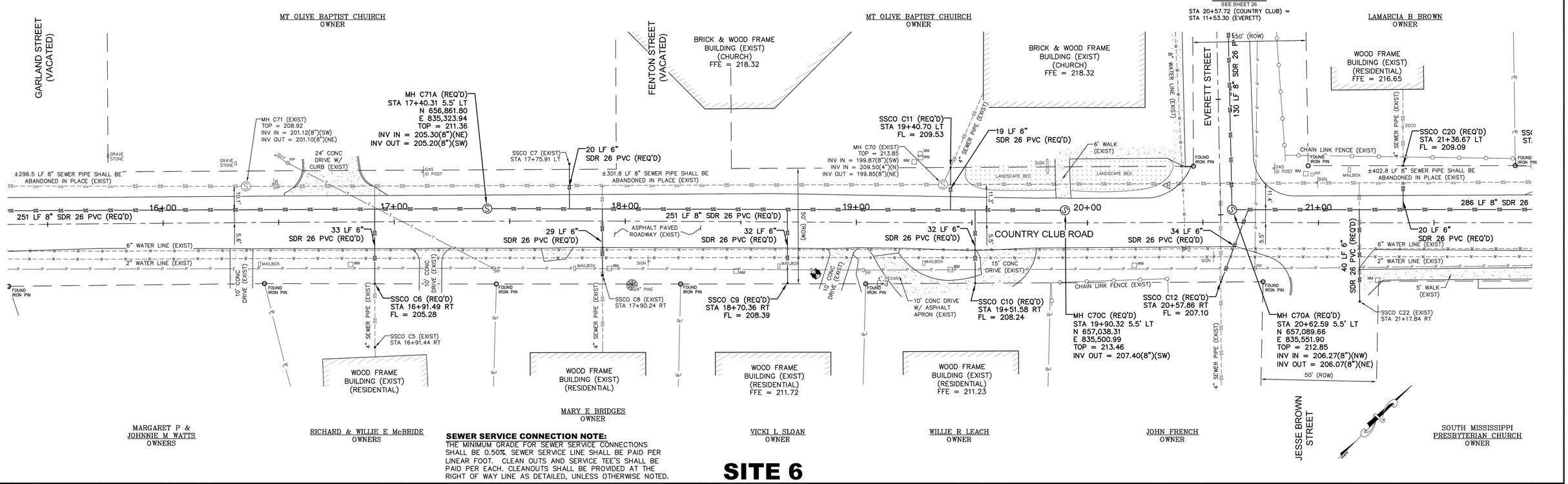
BENCH MARK ELEVATION 215.45
TOP OPERATING NUT ON FIRE HYDRANT
22.4 FT RT STA. 18+82.60

CONTROL MONUMENT 26
FLAGGED 60D GALV NAIL
N 835,524.75
E 657,007.41
16.1 FT LT STA. 20+34+84



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SITE 6

ABANDONMENT NOTE:

1. ALL EXISTING MANHOLES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
2. ALL EXISTING MANHOLES NOTED TO BE ABANDONED SHALL MODIFIED AS FOLLOWS:
   - 2.1. REMOVE AND DISPOSE OF SANITARY WASTE.
   - 2.2. REMOVE COVER AND FRAME AND REMOVE THE TOP 36" OF THE MANHOLE STRUCTURE. DISPOSE OF REMOVED ITEMS.
   - 2.3. FILL THE MANHOLE WITH SAND.
   - 2.4. CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
   - 2.5. BACKFILL WITH NATIVE MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT IN PAVED AREAS.
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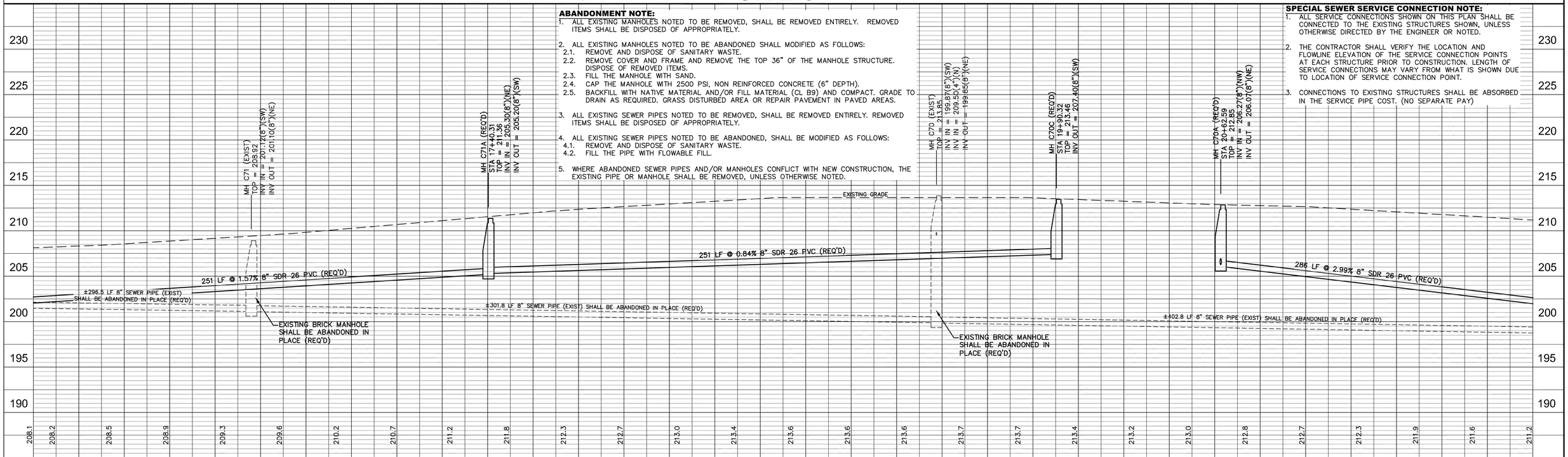

SITE 6 – COUNTRY CLUB ROAD
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

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DRAWING NO. 1273–S002
SHEET 20

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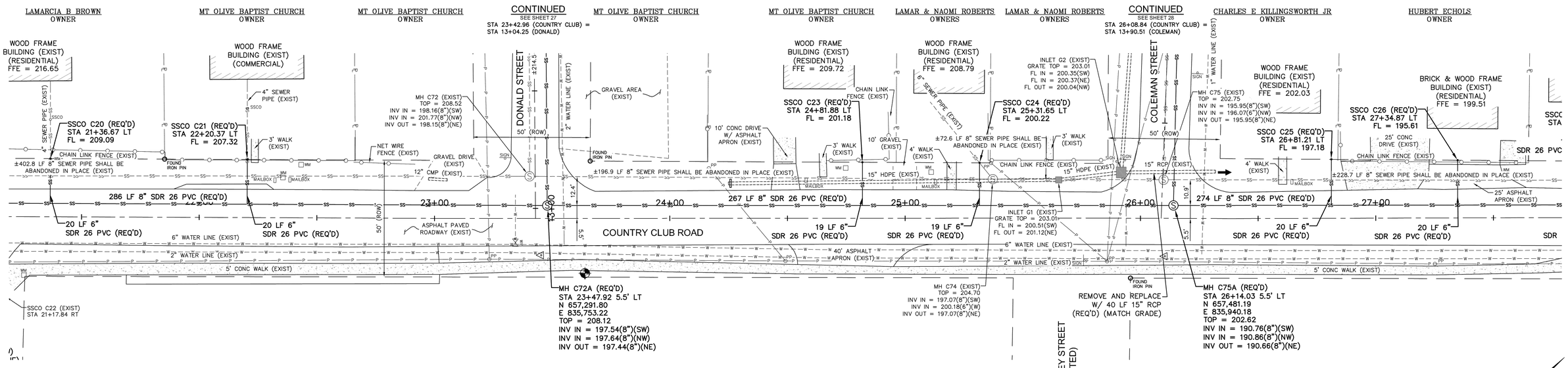
CONTROL MONUMENT 27
FLAGGED 60D GALV NAIL
N 835,766.48
E 657,275.13
15.7 FT RT STA 23+45.37

BENCH MARK ELEVATION 208.41
TOP OPERATING NUT ON FIRE HYDRANT
23.4 FT RT STA 23+63.94

CONTROL MONUMENT 28
FLAGGED 60D GALV NAIL
N 835,953.01
E 657,463.42
16.1 FT RT STA 26+10.47



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SITE 6

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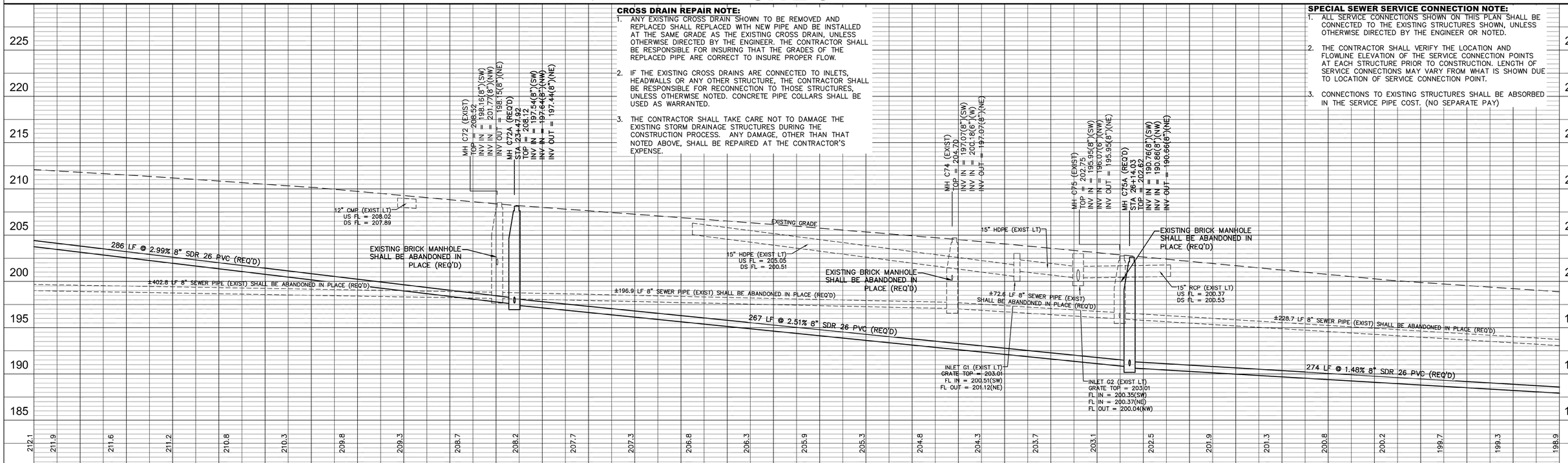

SITE 6 – COUNTRY CLUB ROAD
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

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DRAWING NO. 1273-S002
SHEET 21

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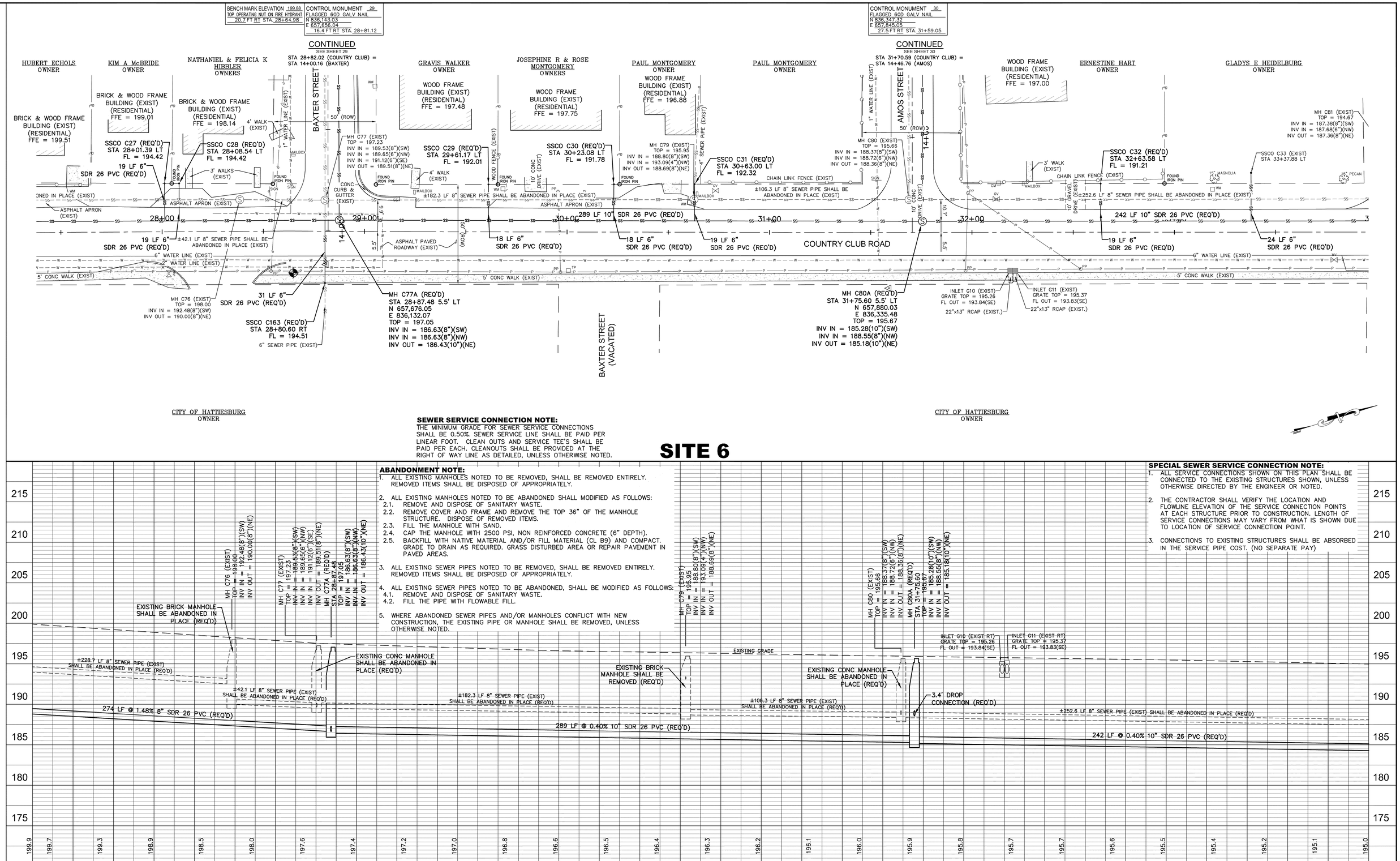

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SITE 6 – COUNTRY CLUB ROAD
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

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DRAWING NO. 1273–S002
SHEET 22

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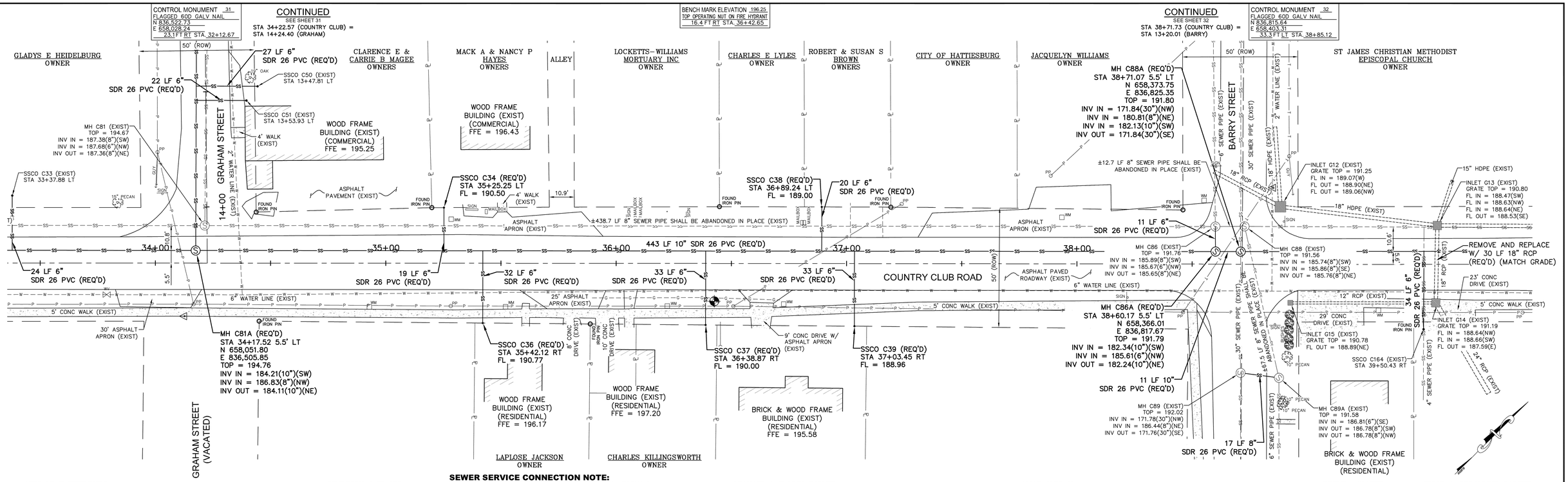

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SITE 6

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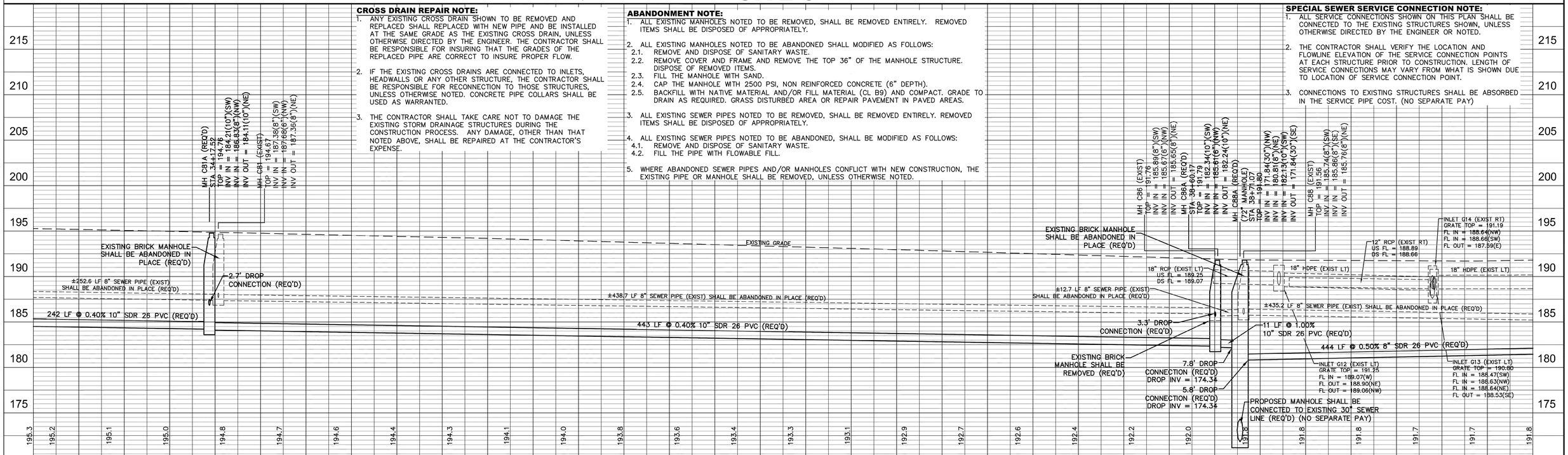

SITE 6 – COUNTRY CLUB ROAD
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

DRAWN BY: RES
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SCALE: 1" = 20' H, 1" = 5' V

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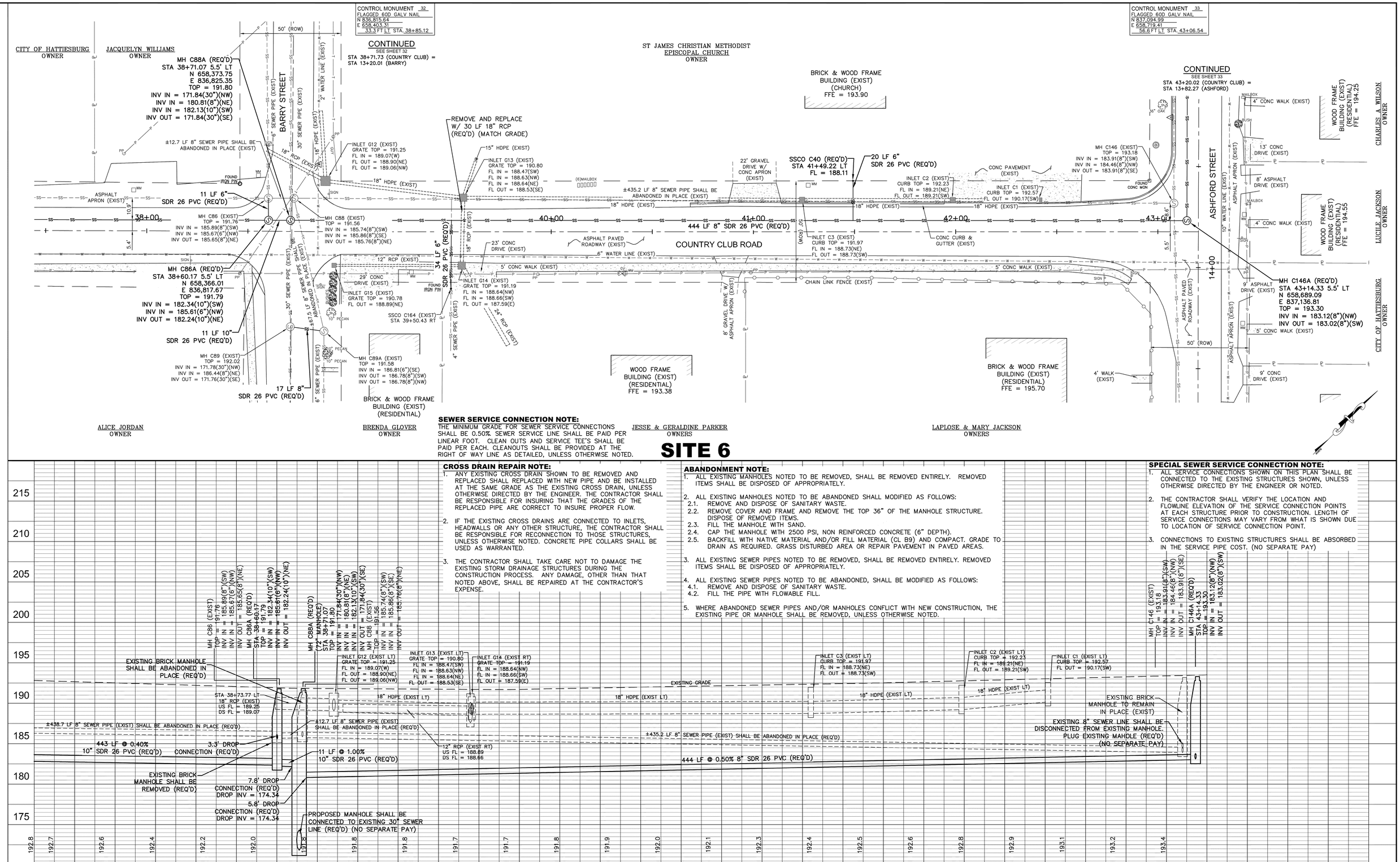
DRAWING NO. 1273–S002
SHEET 23

g:\PROJECTS\hattiesburg_city of\1273-s002 - comprehensive sewer improvements - phase ii\1273-s002_c3d cad files\1273S002_C3D_design.dwg, 23, 7/6/2012 12:10:06 PM



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SITE 6

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SITE 6 – COUNTRY CLUB ROAD
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

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DRAWING NO. 1273-S002
SHEET 24

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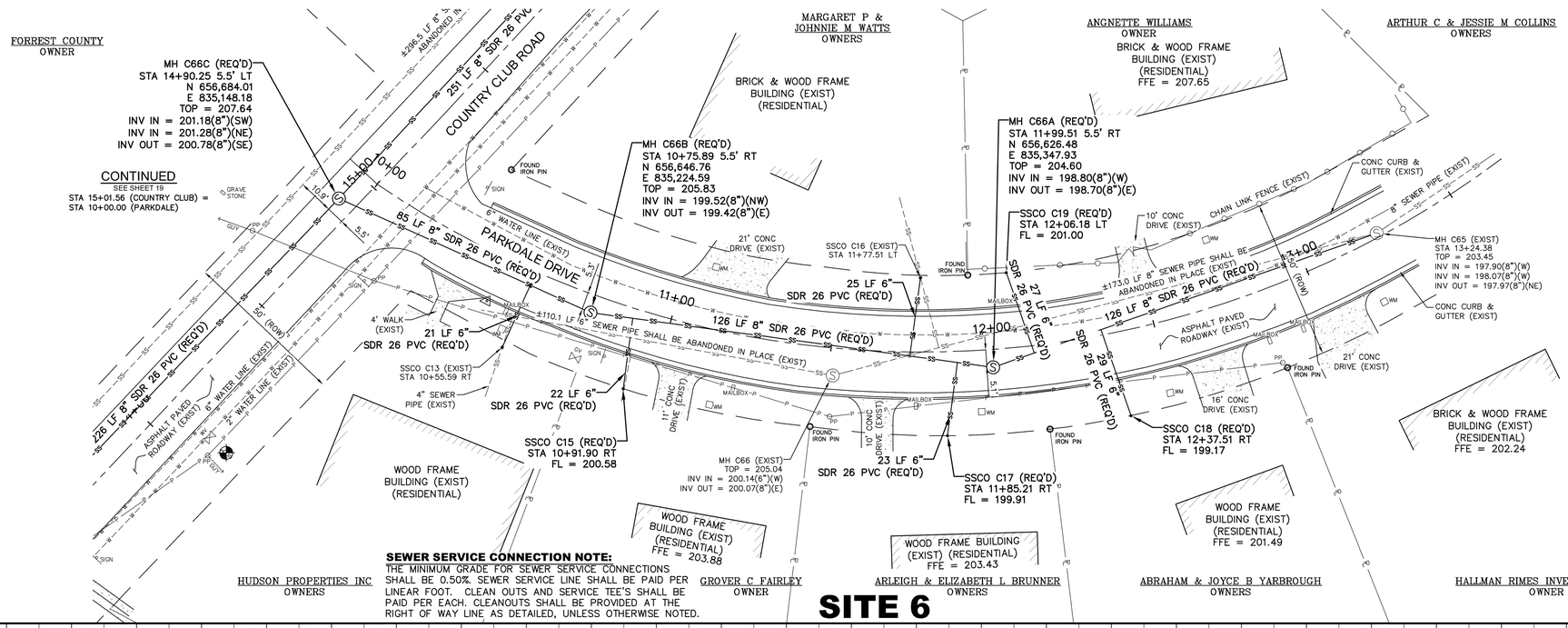
BENCH MARK ELEVATION 207.41
TOP OPERATING NUT ON FIRE HYDRANT
94.6 FT RT STA. 10+06.14

CONTROL MONUMENT 25
FLAGGED 60D GALV NAIL
N 835,192.78
E 656,651.24
14.4 FT RT STA. 10+46.02



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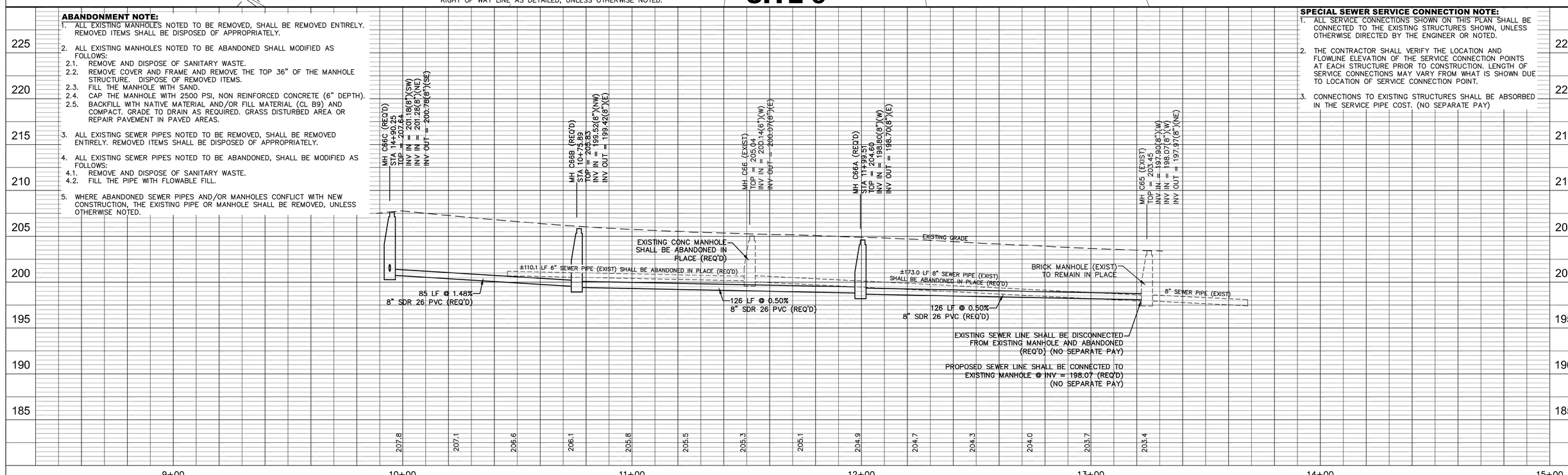
5. WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS OTHERWISE NOTED.



SPECIAL SEWER SERVICE CONNECTION NOTE:

1. ALL SERVICE CONNECTIONS SHOWN ON THIS PLAN SHALL BE CONNECTED TO THE EXISTING STRUCTURES SHOWN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR NOTED.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
3. CONNECTIONS TO EXISTING STRUCTURES SHALL BE ABSORBED IN THE SERVICE PIPE COST. (NO SEPARATE PAY)

SITE 6 – PARKDALE DRIVE
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

DRAWN BY: RES
DATE: 07–09–2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
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HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SD-W.COM
P: (601) 544 - 1821
F: (601) 544 - 0501

DRAWING NO. 1273–S002
SHEET 25

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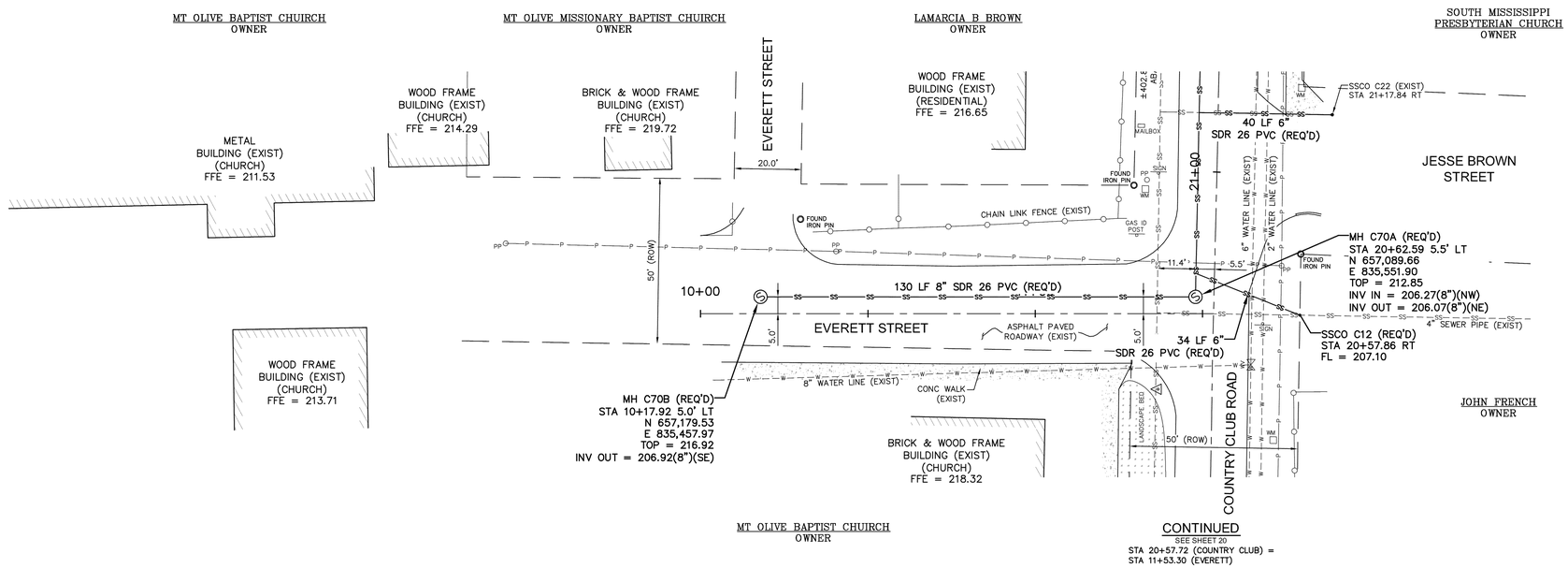
CONTROL MONUMENT 26
FLAGGED 60D GALV NAIL
N 835,524.75
E 657,007.41
22.6 FT RT STA 11+36.77



SEWER SERVICE CONNECTION NOTE:
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED.

SITE 6

SPECIAL SEWER SERVICE CONNECTION NOTE:

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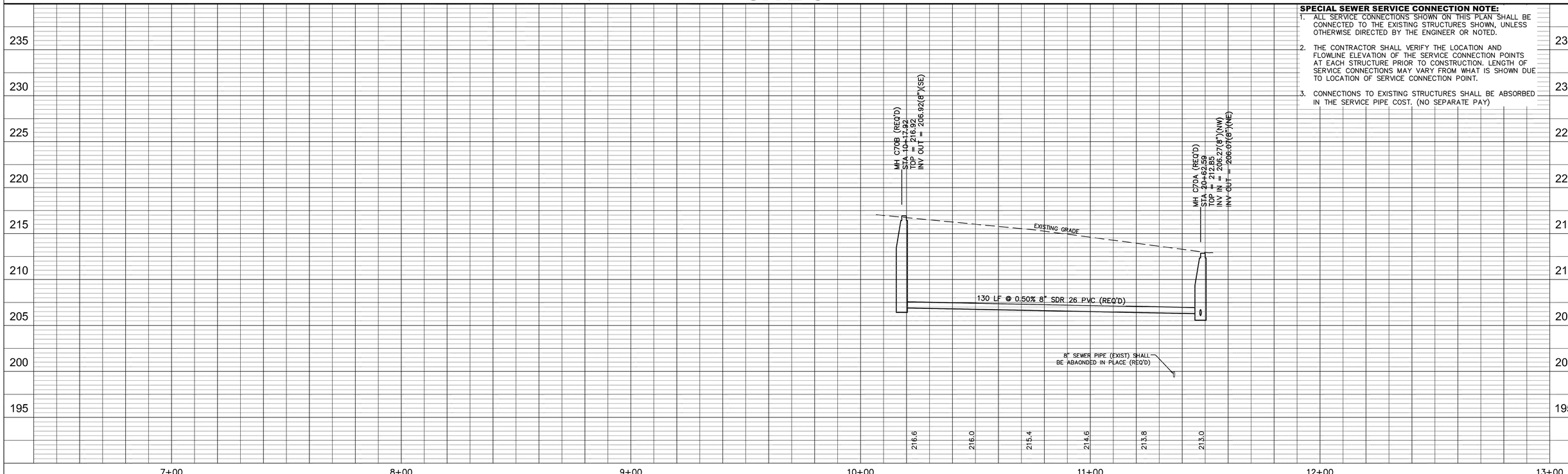
3. CONNECTIONS TO EXISTING STRUCTURES SHALL BE ABSORBED IN THE SERVICE PIPE COST. (NO SEPARATE PAY)



SITE 6 – EVERETT STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

DRAWN BY: RES
DATE: 07-09-2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

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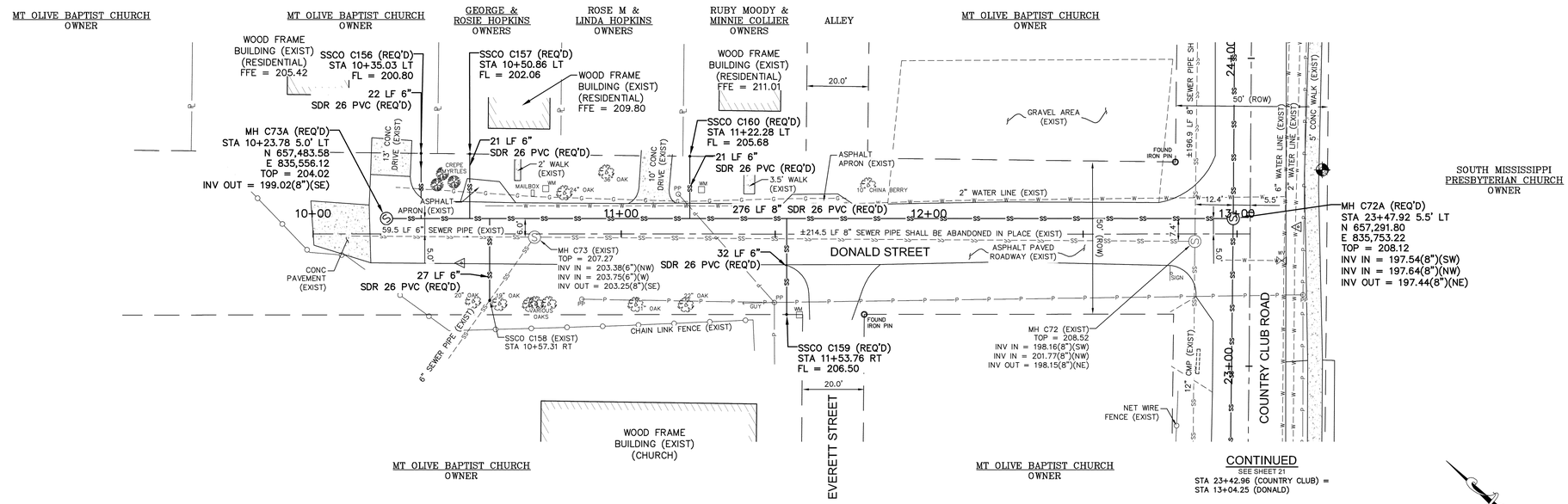
DRAWING NO. 1273-S002
SHEET 26

g:\PROJECTS\hattiesburg_city-of\1273-s002 - comprehensive sewer improvements - phase ii\1273-s002_c3d\cad files\1273S002_C3D_design.dwg, 26, 7/6/2012 12:11:32 PM

CONTROL MONUMENT 34
PAINTED PK NAIL AT EDGE OF ROADWAY
N 835,563.47
E 657,456.23
9.5 FT RT STA. 10+48.12

CONTROL MONUMENT 27
FLAGGED 60D GALV NAIL
N 835,766.48
E 657,275.13
2.3 FT LT STA. 13+19.92

BENCH MARK ELEVATION 208.41
TOP OPERATING NUT ON FIRE HYDRANT
20.8 FT LT STA. 13+27.75



SEWER SERVICE CONNECTION NOTE:
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED.

SITE 6

ABANDONMENT NOTE:
1. ALL EXISTING MANHOLES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
2. ALL EXISTING MANHOLES NOTED TO BE ABANDONED SHALL MODIFIED AS FOLLOWS:
   - 2.1. REMOVE AND DISPOSE OF SANITARY WASTE.
   - 2.2. REMOVE COVER AND FRAME AND REMOVE THE TOP 36" OF THE MANHOLE STRUCTURE. DISPOSE OF REMOVED ITEMS.
   - 2.3. FILL THE MANHOLE WITH SAND.
   - 2.4. CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
   - 2.5. BACKFILL WITH NATIVE MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT IN PAVED AREAS.
3. ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
4. ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED, SHALL BE MODIFIED AS FOLLOWS:
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   - 4.2. FILL THE PIPE WITH FLOWABLE FILL.
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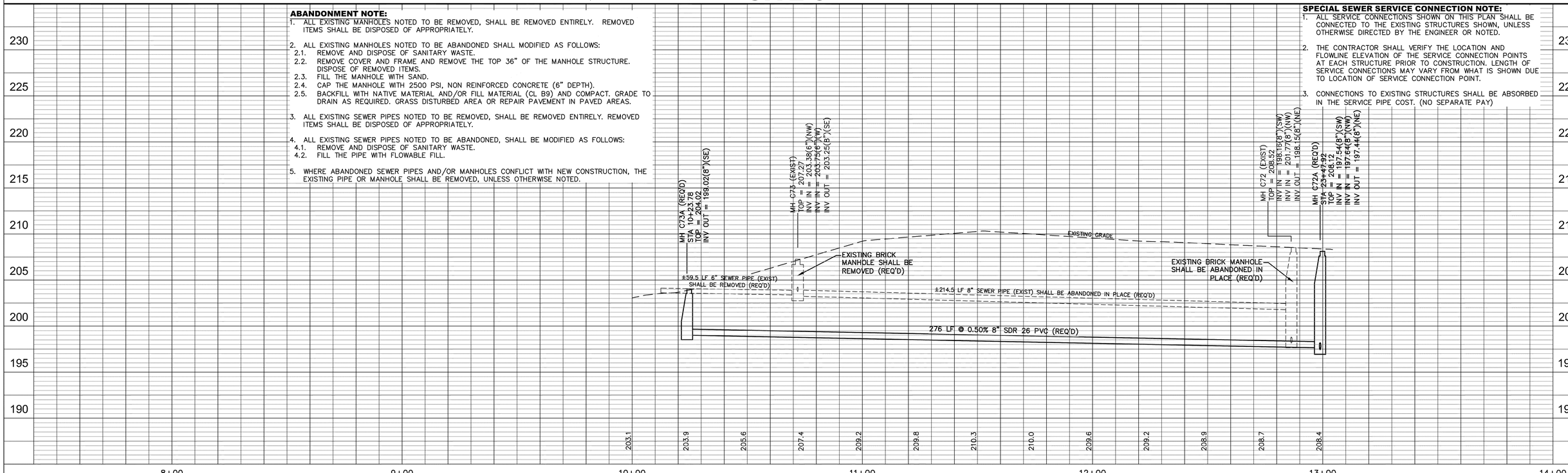

SITE 6 – DONALD STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

DRAWN BY: RES
DATE: 07-09-2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

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DRAWING NO. 1273-S002
SHEET 27

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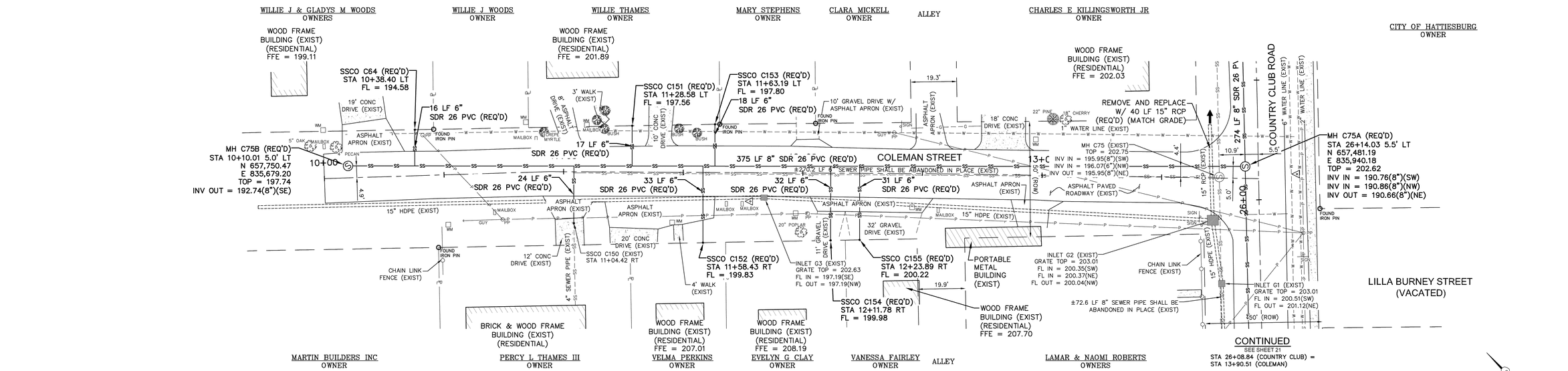
CONTROL MONUMENT 35
FLAGGED 60D GALV NAIL
N 835,785.68
E 657,619.50
11.9 FT RT STA 11+78.11

CONTROL MONUMENT 28
FLAGGED 60D GALV NAIL
N 835,953.01
E 657,463.42
2.2 FT LT STA 14+06.58



SEWER SERVICE CONNECTION NOTE:
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED.

SITE 6

CROSS DRAIN REPAIR NOTE:

1. ANY EXISTING CROSS DRAIN SHOWN TO BE REMOVED AND REPLACED SHALL REPLACED WITH NEW PIPE AND BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT TO INSURE PROPER FLOW.
2. IF THE EXISTING CROSS DRAINS ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER STRUCTURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED.
3. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

ABANDONMENT NOTE:

1. ALL EXISTING MANHOLES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
2. ALL EXISTING MANHOLES NOTED TO BE ABANDONED SHALL MODIFIED AS FOLLOWS:
   - 2.1. REMOVE AND DISPOSE OF SANITARY WASTE.
   - 2.2. REMOVE COVER AND FRAME AND REMOVE THE TOP 36" OF THE MANHOLE STRUCTURE. DISPOSE OF REMOVED ITEMS.
   - 2.3. FILL THE MANHOLE WITH SAND.
   - 2.4. CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
   - 2.5. BACKFILL WITH NATIVE MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT IN PAVED AREAS.
3. ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
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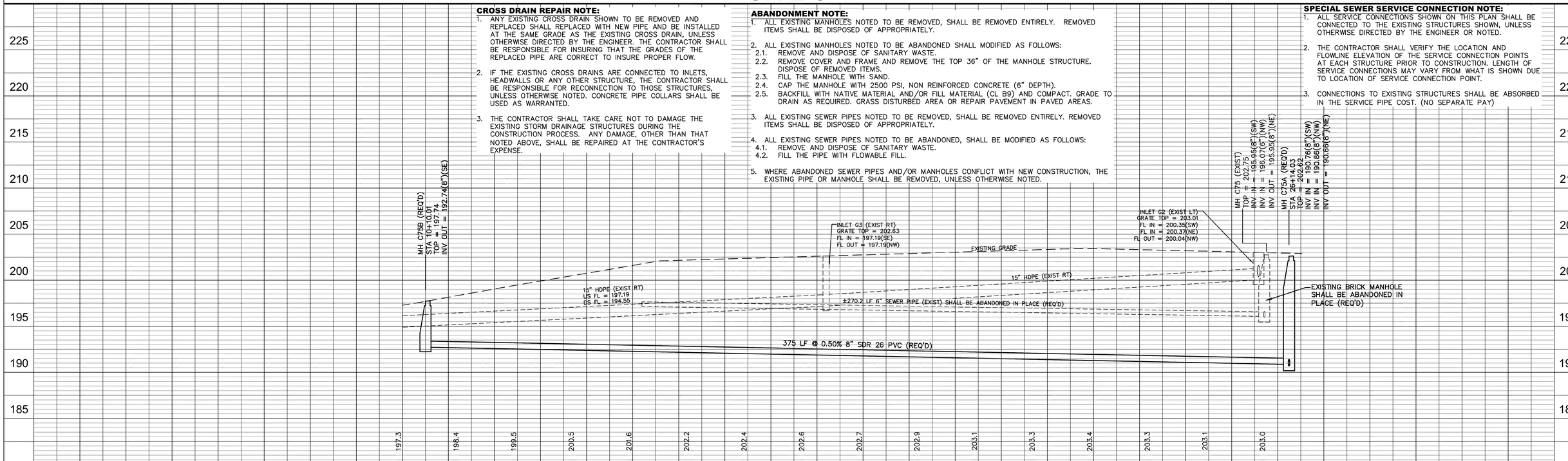

SITE 6 – COLEMAN STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

DRAWN BY: RES
DATE: 07-09-2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
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HTTP://WWW.SD-W.COM
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DRAWING NO. 1273-S002
SHEET 28

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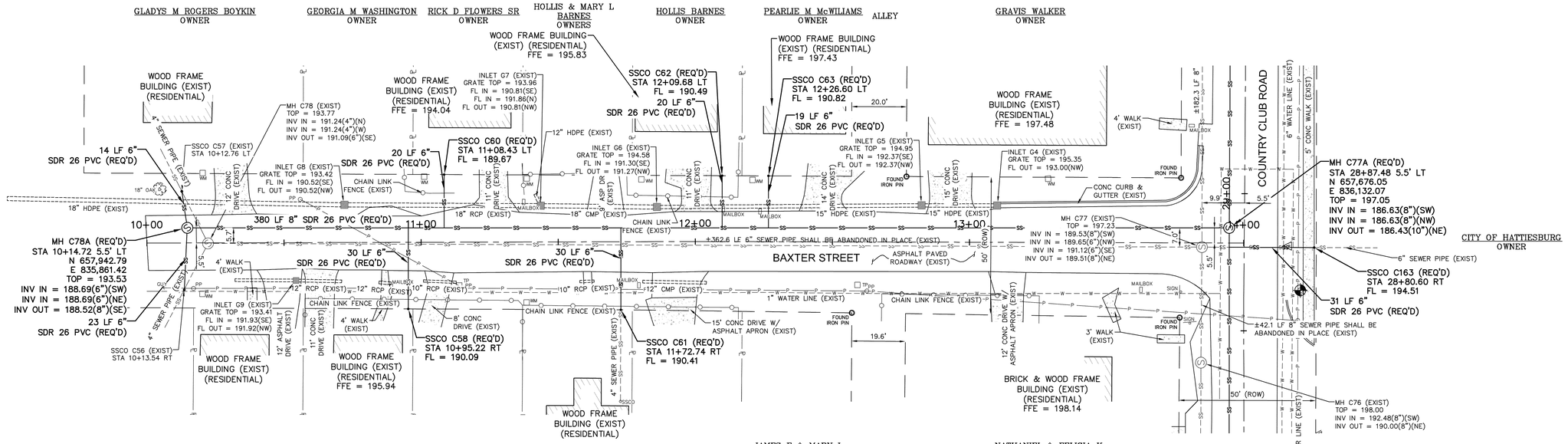
CONTROL MONUMENT 29	BENCH MARK ELEVATION 199.88
FLAGGED 60D GALV NAIL	TOP OPERATING NUT ON FIRE HYDRANT
N 836,143.03	17.2 FT RT STA. 14+20.71
E 657,656.04	
1.0 FT RT STA. 14+16.55	



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SITE 6

ABANDONMENT NOTE:

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   - 2.4. CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
   - 2.5. BACKFILL WITH NATIVE MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT IN PAVED AREAS.
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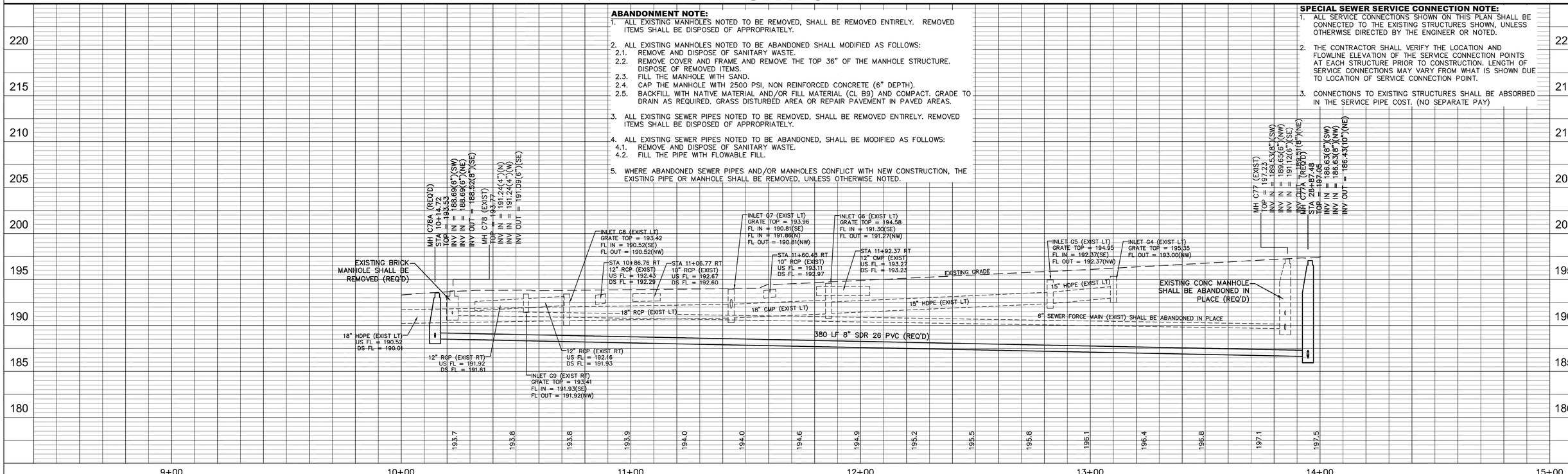

SITE 6 – BAXTER STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

DRAWN BY: RES
DATE: 07-09-2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
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HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SD-W.COM
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DRAWING NO. 1273-S002
SHEET 29

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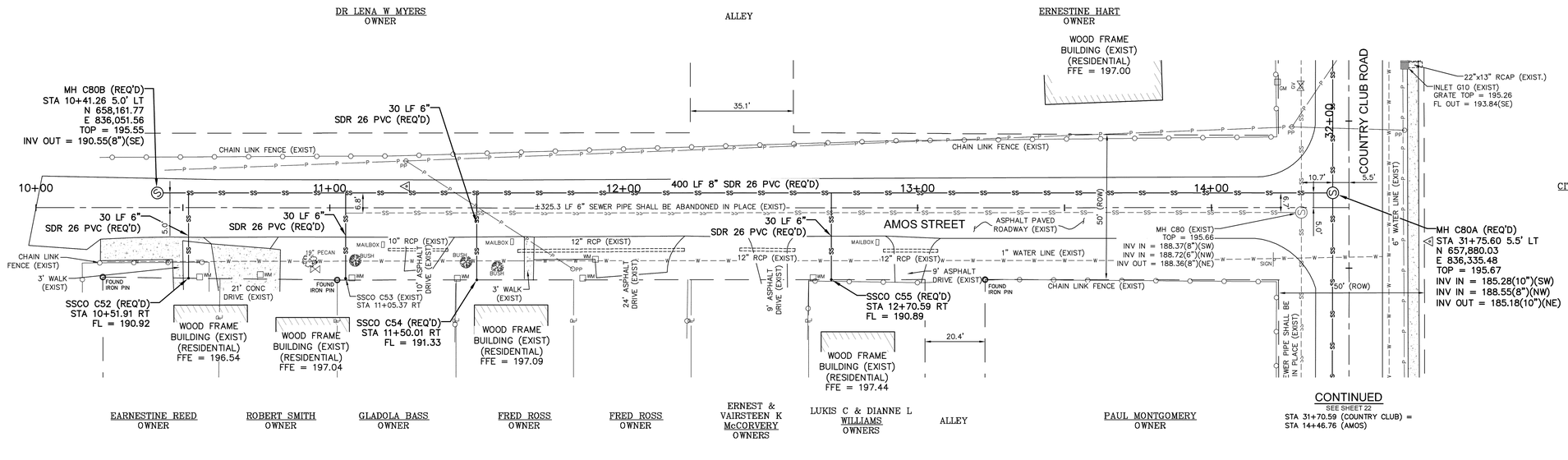
CONTROL MONUMENT 36
PAINTED PK NAIL IN ROADWAY
N 836,113.38
E 658,103.66
7.4 FT LT STA 11+26.07

CONTROL MONUMENT 30
FLAGGED 60D GALV NAIL
N 836,347.32
E 657,845.05
11.5 FT RT STA 14+74.29



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SITE 6

ABANDONMENT NOTE:

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   - 2.3. FILL THE MANHOLE WITH SAND.
   - 2.4. CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
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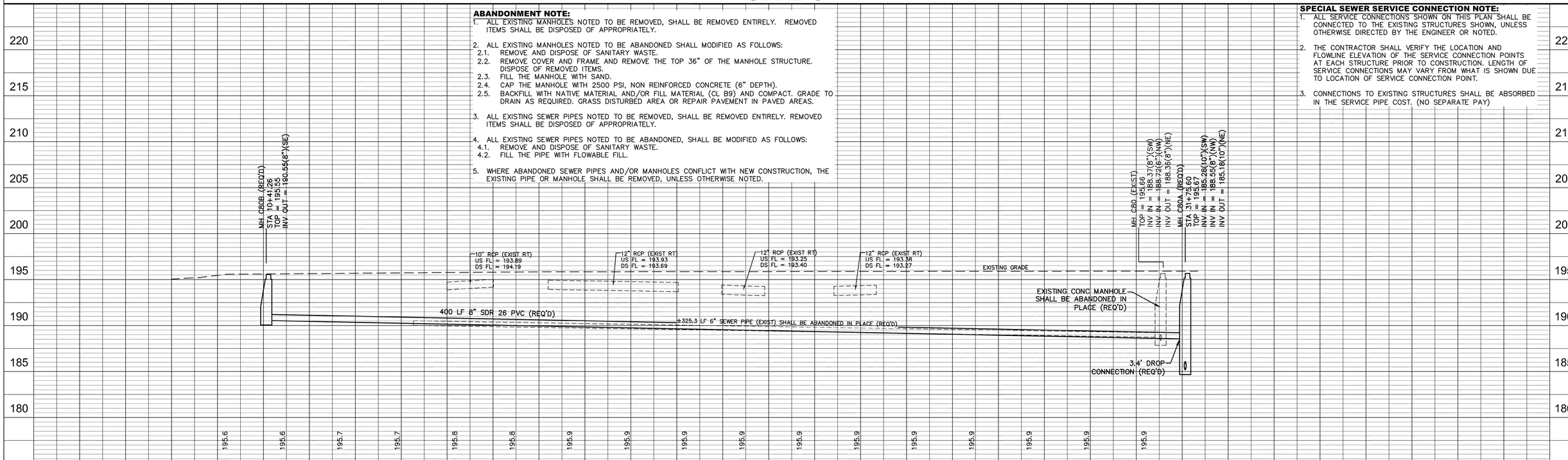

SITE 6 – AMOS STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

DRAWN BY: RES
DATE: 07-09-2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

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DRAWING NO. 1273-S002
SHEET 30

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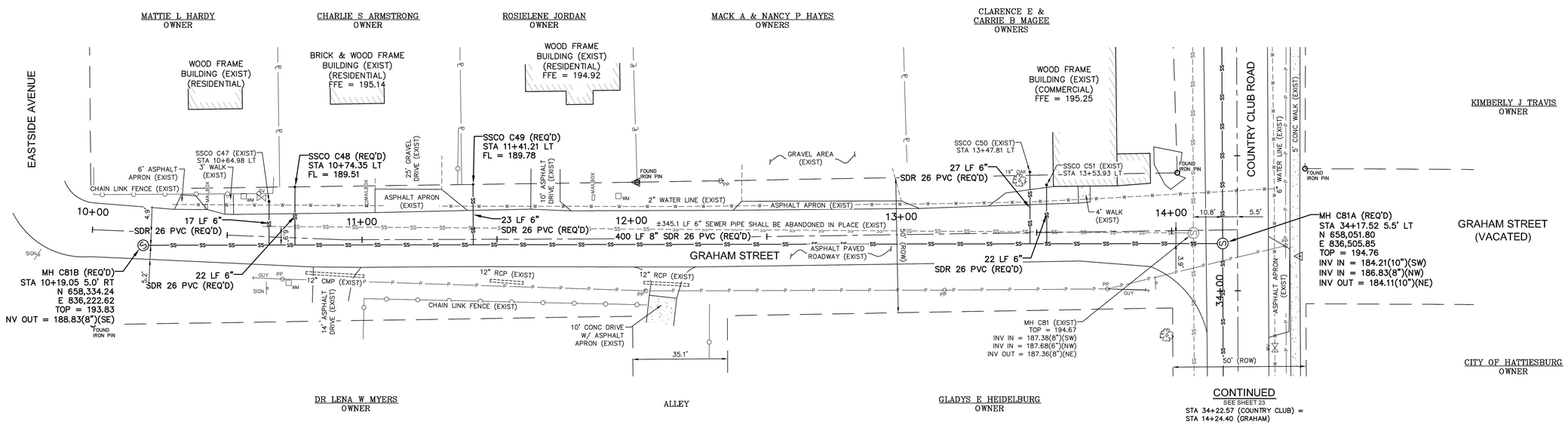
CONTROL MONUMENT 37
1/2" REBAR AT RIGHT OF WAY LINE
N 836,368.52
E 658,221.30
20.8 FT LT STA. 12+02.23

CONTROL MONUMENT 31
FLAGGED 60D GALV NAIL
N 836,522.73
E 658,028.24
10.1 FT RT STA. 14+47.37



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SITE 6

ABANDONMENT NOTE:

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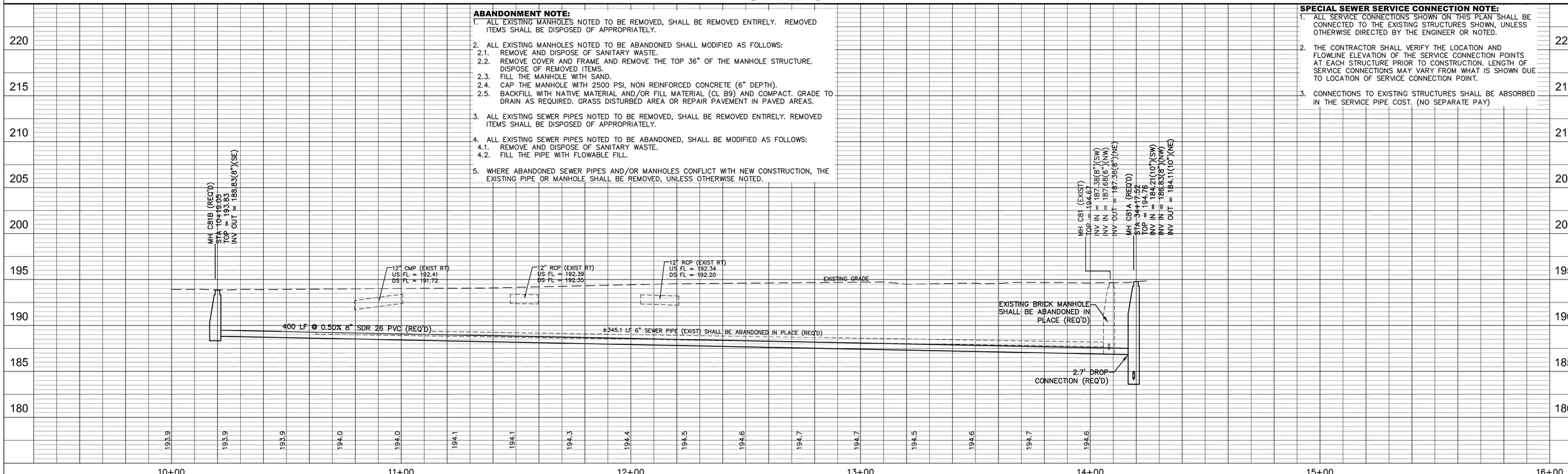
2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
3. CONNECTIONS TO EXISTING STRUCTURES SHALL BE ABSORBED IN THE SERVICE PIPE COST. (NO SEPARATE PAY)



SITE 6 – GRAHAM STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

DRAWN BY: RES
DATE: 07-09-2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
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P: (601) 544 - 1821
F: (601) 544 - 0591

DRAWING NO. 1273-S002
SHEET 31

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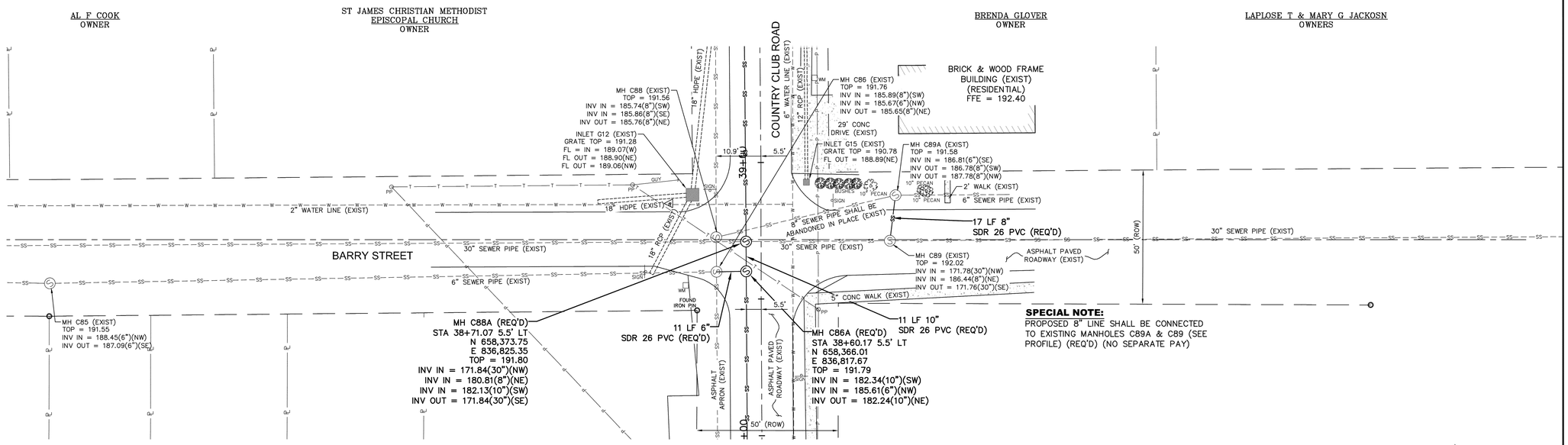
CONTROL MONUMENT 32
FLAGGED 60D GALV NAIL
N 836,815.64
E 658,403.31
13.3 FT LT STA. 12+86.71

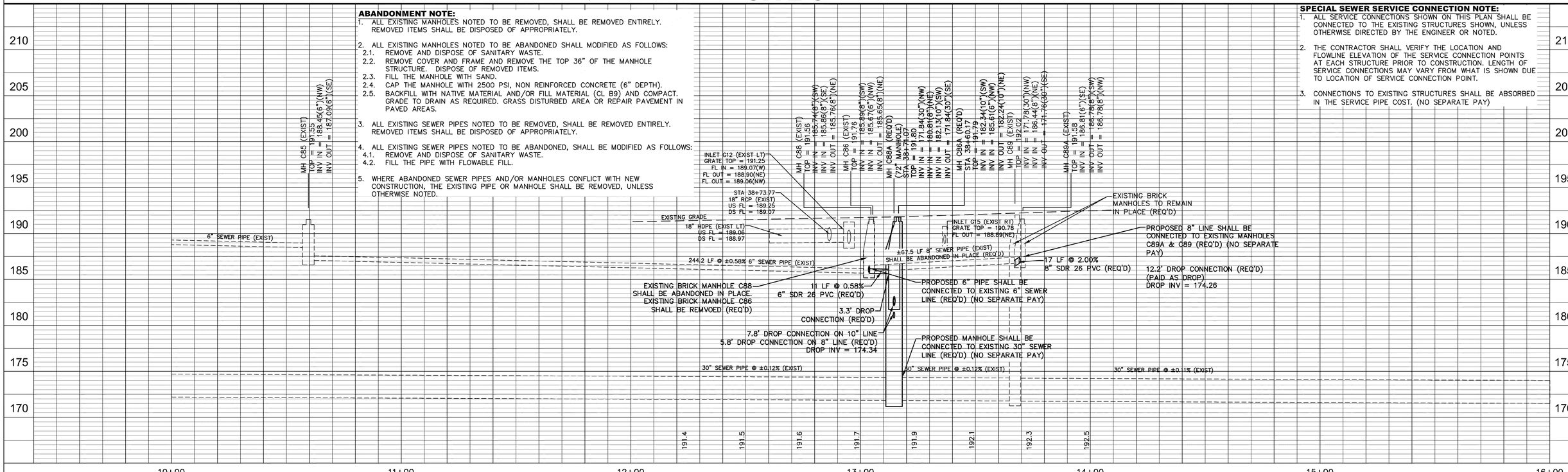


SEWER SERVICE CONNECTION NOTE:
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED.

SITE 6

ABANDONMENT NOTE:

1. ALL EXISTING MANHOLES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
2. ALL EXISTING MANHOLES NOTED TO BE ABANDONED SHALL MODIFIED AS FOLLOWS:
   - 2.1. REMOVE AND DISPOSE OF SANITARY WASTE.
   - 2.2. REMOVE COVER AND FRAME AND REMOVE THE TOP 36" OF THE MANHOLE STRUCTURE. DISPOSE OF REMOVED ITEMS.
   - 2.3. FILL THE MANHOLE WITH SAND.
   - 2.4. CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
   - 2.5. BACKFILL WITH NATIVE MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT IN PAVED AREAS.
3. ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
4. ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED, SHALL BE MODIFIED AS FOLLOWS:
   - 4.1. REMOVE AND DISPOSE OF SANITARY WASTE.
   - 4.2. FILL THE PIPE WITH FLOWABLE FILL.
5. WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS OTHERWISE NOTED.



SPECIAL SEWER SERVICE CONNECTION NOTE:

1. ALL SERVICE CONNECTIONS SHOWN ON THIS PLAN SHALL BE CONNECTED TO THE EXISTING STRUCTURES SHOWN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR NOTED.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
3. CONNECTIONS TO EXISTING STRUCTURES SHALL BE ABSORBED IN THE SERVICE PIPE COST. (NO SEPARATE PAY)

SITE 6 – BARRY STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

DRAWN BY: RES
DATE: 07-09-2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

SHOWS, DEARMAN & WAITS, INC.
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DRAWING NO. 1273–S002
SHEET 32

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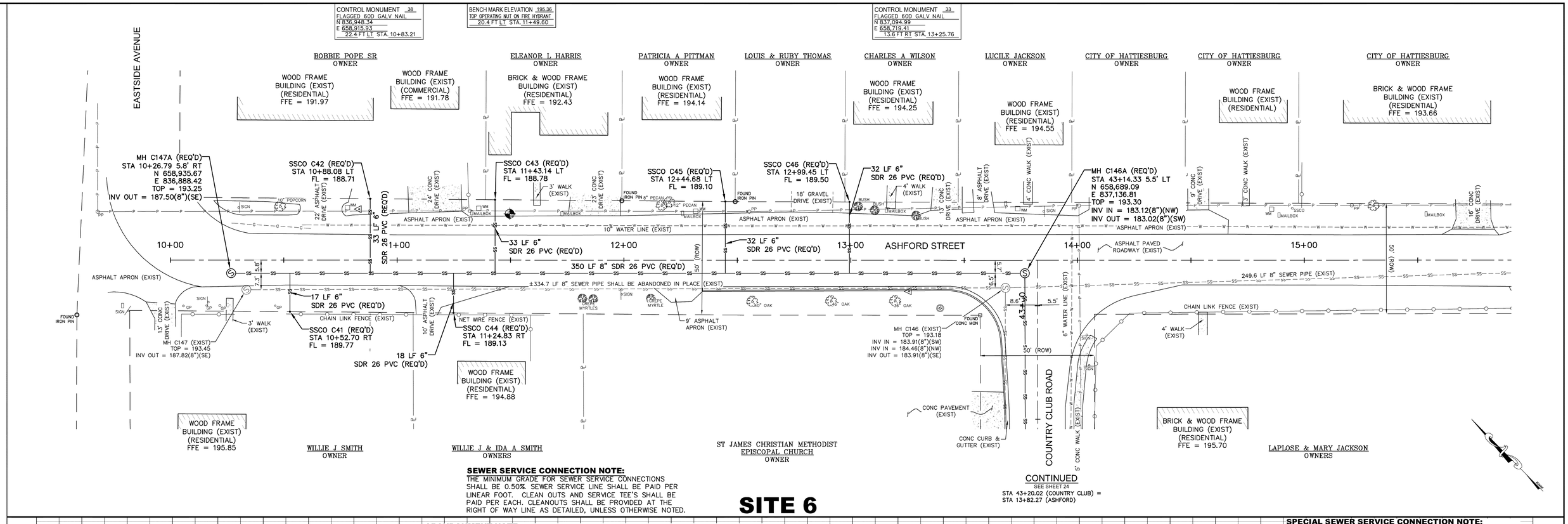

SEWER SERVICE CONNECTION NOTE:
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED.

SITE 6

ABANDONMENT NOTE:

1. ALL EXISTING MANHOLES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
2. ALL EXISTING MANHOLES NOTED TO BE ABANDONED SHALL MODIFIED AS FOLLOWS:
   - 2.1. REMOVE AND DISPOSE OF SANITARY WASTE.
   - 2.2. REMOVE COVER AND FRAME AND REMOVE THE TOP 36" OF THE MANHOLE STRUCTURE. DISPOSE OF REMOVED ITEMS.
   - 2.3. FILL THE MANHOLE WITH SAND.
   - 2.4. CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
   - 2.5. BACKFILL WITH NATIVE MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT IN PAVED AREAS.
3. ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
4. ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED, SHALL BE MODIFIED AS FOLLOWS:
   - 4.1. REMOVE AND DISPOSE OF SANITARY WASTE.
   - 4.2. FILL THE PIPE WITH FLOWABLE FILL.
5. WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS OTHERWISE NOTED.

SPECIAL SEWER SERVICE CONNECTION NOTE:

1. ALL SERVICE CONNECTIONS SHOWN ON THIS PLAN SHALL BE CONNECTED TO THE EXISTING STRUCTURES SHOWN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR NOTED.
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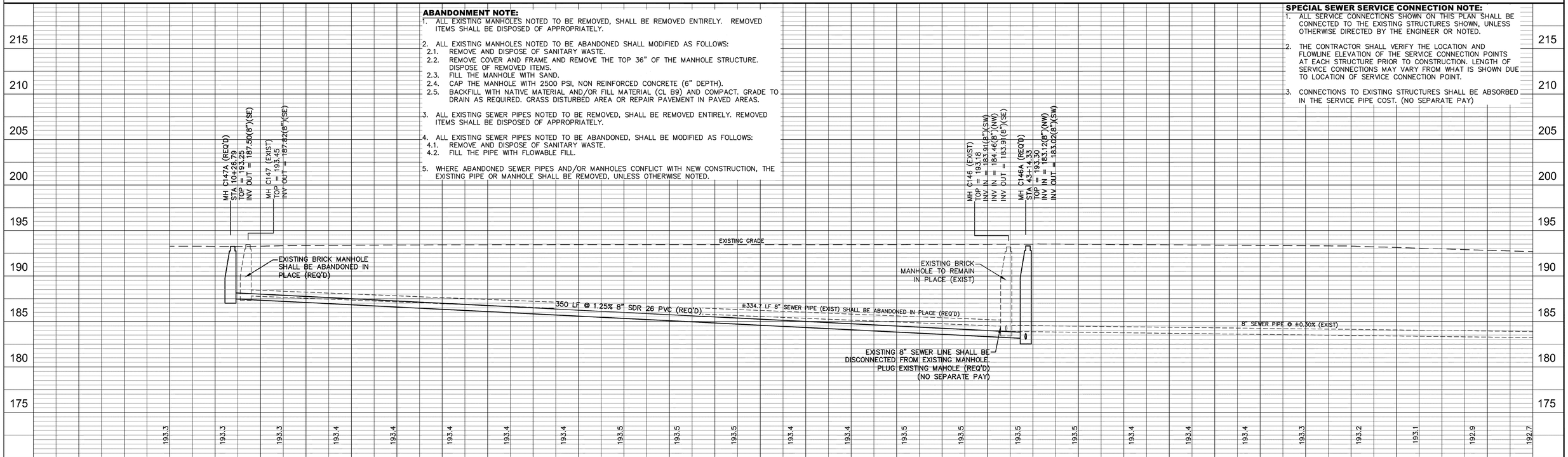

SITE 6 – ASHFORD STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY

DRAWN BY: RES
DATE: 07-09-2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

SHOWS, DEARMAN & WAITS, INC.
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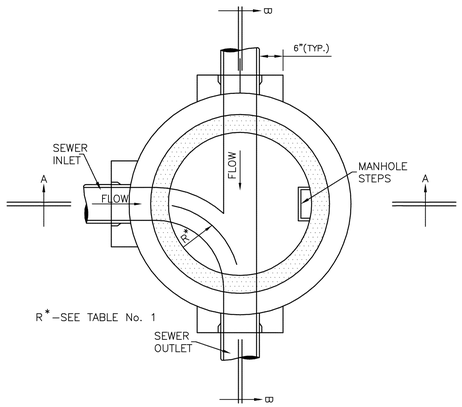
DRAWING NO. 1273–S002
SHEET 33

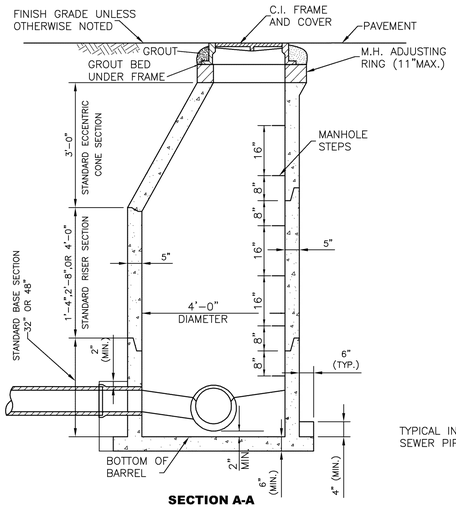
g:\PROJECTS\hattiesburg_city of\1273-s002 - comprehensive sewer improvements - phase ii\1273-s002_c3d.cad files\1273S002_C3D_design.dwg,33, 7/6/2012 12:14:56 PM



SECTIONAL PLAN

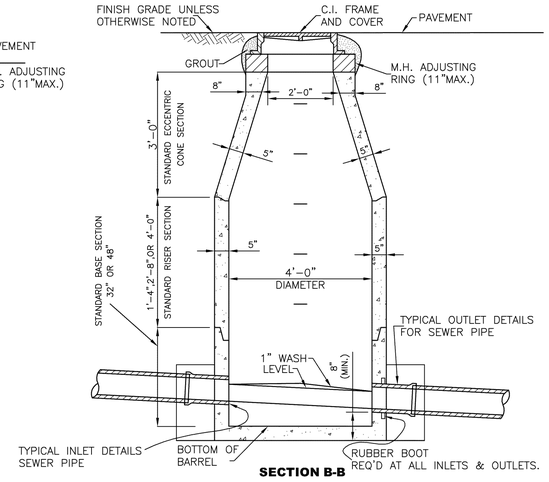
STANDARD PRECAST 4'-0" DIAMETER MANHOLE

NOTE: 5–0" & 6'–0" DIAMETER MANHOLE MAY BE SIMILAR DESIGN IF APPROVED BY THE ENGINEER. SHOWN WITH CLAY OR CONCRETE PIPE



SECTION A-A

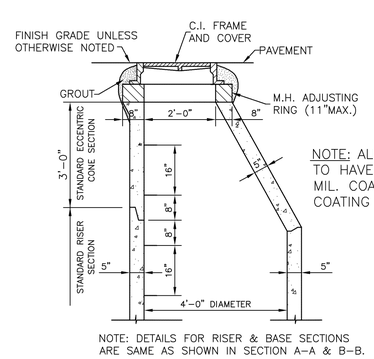
SHOWN WITH MANHOLE BOTTOM-PRECAST



SECTION B-B

SHOWN WITH MANHOLE BOTTOM CAST-IN-PLACE

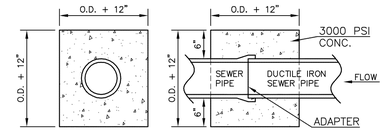
NOTE: CAST–IN–PLACE MANHOLE BOTTOMS SHALL HAVE #4 BARS 12"O.C.E.W. 4" ABOVE BOTTOM OF SLAB EXTENDING TO 3" OF EDGE OF SLAB. CAST–IN–PLACE BOTTOMS SHALL BE A MIN. OF 8" THICK.



NOTE: ALL MANHOLES TO HAVE A MIN. OF 16 MIL. COAL TAR EPOXY COATING ON INSIDE.

NOTE: DETAILS FOR RISER & BASE SECTIONS ARE SAME AS SHOWN IN SECTION A–A & B–B.

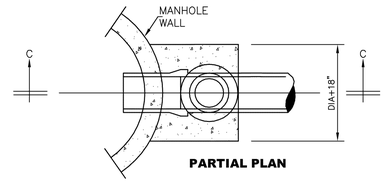
STANDARD ECCENTRIC CONE FOR ALL DIAMETER MANHOLES



SECTION **PLAN**

TYPICAL SEWER PIPE CONNECTION TO SAME SIZE DUCTILE IRON SEWER PIPE

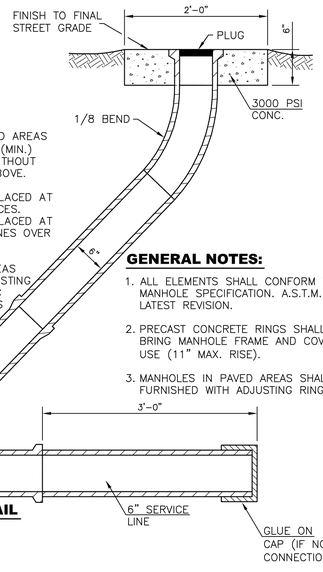
NOTE: DROP MANHOLE ASSEMBLY TO BE FORMED AND POURED USING 3,000psi CONC.



PARTIAL PLAN

TYPICAL DROP MANHOLE ASSEMBLY

NOTE: ALL MANHOLES SHALL BE STANDARD PRECAST WITH EXTENDED BASES, UNLESS OTHERWISE DIRECTED. FLEXIBLE INLET AND OUTLET CONNECTION BOOTS REQUIRED ON ALL PIPES AND FORCE MAINS.



STANDARD CLEANOUT DETAIL

CLEANOUT NOTES:

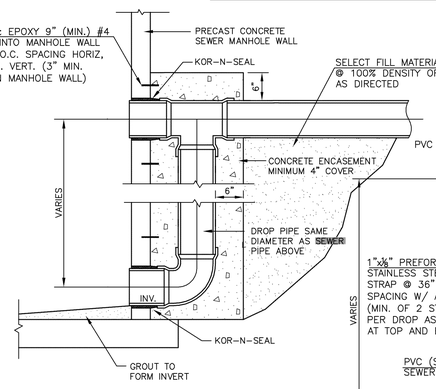
1. CLEANOUTS IN NON–PAVED AREAS SHALL BE CAPPED AT 6" (MIN.) ABOVE EXISTING GRADE WITHOUT CONCRETE PAD SHOWN ABOVE.
2. CLEAN–OUTS SHALL BE PLACED AT 75 FT O.C. ON ALL SERVICES. CLEAN–OUTS SHALL BE PLACED AT ALL BENDS IN SERVICE LINES OVER 22.5°.
3. CLEANOUTS IN PAVED AREAS SHALL BE FLUSH WITH EXISTING GRADE AND HAVE TRAFFIC GRADE CAST IRON FRAMES AND COVERS.

GENERAL NOTES:

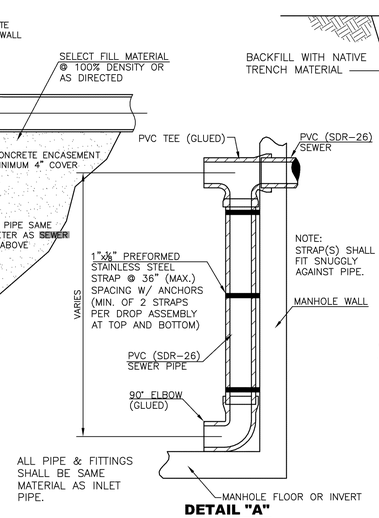
1. ALL ELEMENTS SHALL CONFORM TO PRECAST MANHOLE SPECIFICATION. A.S.T.M. C–478 LATEST REVISION.
2. PRECAST CONCRETE RINGS SHALL BE USED TO BRING MANHOLE FRAME AND COVER TO GRADE USE (11" MAX. RISE).
3. MANHOLES IN PAVED AREAS SHALL BE FURNISHED WITH ADJUSTING RINGS.

TABLE NO. 1 GOVERNING DIMENSIONS FOR MANHOLES			
PIPE SIZE	⌀ ANGLE	MIN. BASE DIAMETER	"R"*
8"THRU 12"	0°TO 90°	4'	1'–6"
15"	0°TO 60°	5'	1'–10"
15"	60°TO 90°	5'	1'–10"
18"	0°TO 90°	5'	2'–3"
18"	60°TO 90°	5'	1'–10"
21"	0°TO 90°	5'	2'–7"
21"	60°TO 90°	5'	2'–4"
24"	0°TO 45°	6'	3'–0"
24"	45°TO 90°	6'	2'–3"
30"	0°TO 60°	6'	3'–9"
30"	60°TO 90°	6'	2'–8"
36"	0°TO 30°	7'	4'–6"
36" AND LARGER	0°TO 90°	CAST IN PLACE MANHOLE BASE OR PRE–BED PIPE M.H. BASE AND ELBOW UNITS.	

* SEE SECTIONAL PLAN, Std. PRECAST MANHOLE



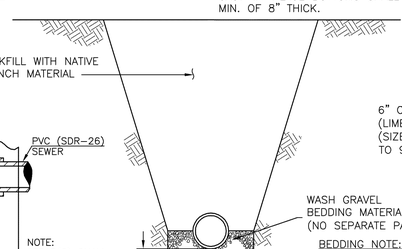
DETAIL "B"
SECTION C-C



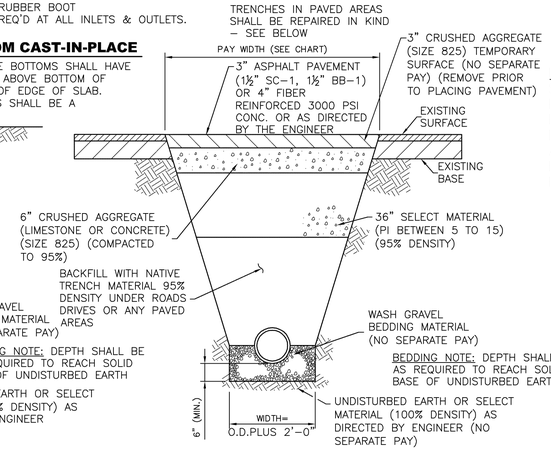
DETAIL "A"
SECTION C-C

TYPICAL DROP MANHOLE ASSEMBLY

NOTES:
1. USE DETAIL "A" ONLY WHERE SINGLE DROP ASSEMBLY IS REQ'D. FOR MULTIPLE DROPS USE DETAIL "B" SHOWN ELSEWHERE ON THIS SHEET FOR 48" MANHOLE. FOR MULTIPLE DROP ASSEMBLIES IN LARGER MANHOLES, DROPS SHALL BE PLACED AS DIRECTED BY THE ENGINEER.
2. ALL HARDWARE SHALL BE STAINLESS STEEL.
3. ALL APPURTENANCES SHALL BE INCLUDED IN BID PRICE FOR DROP ASSEMBLIES.

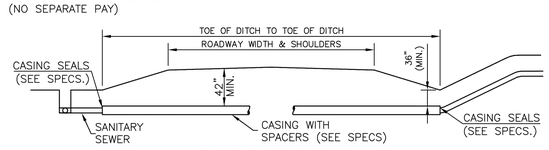


TYPICAL TRENCH DETAIL

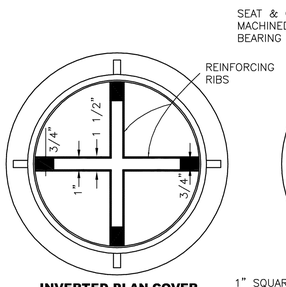


TYPICAL TRENCH AT ROADWAY DETAIL

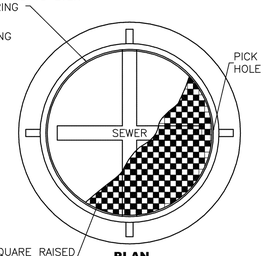
NOTE: ALL TESTING TO BE THE RESPONSIBILITY OF THE CONTRACTOR. (NO SEPARATE PAY)



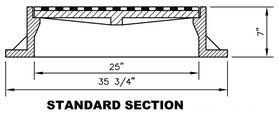
ROAD BORE DETAIL



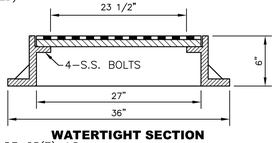
INVERTED PLAN COVER



PLAN



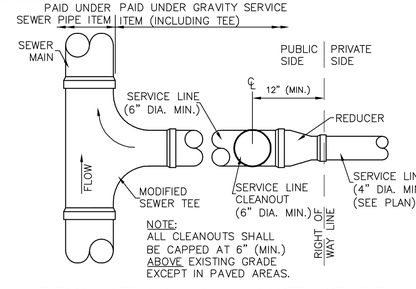
STANDARD SECTION



WATERTIGHT SECTION

STANDARD COVER & FRAME DF–25(7) J.S. OR V–1115 (HOLES IN VULCAN COVERS SHALL BE SEALED BY WELDING) ONLY
WATERTIGHT COVER & FRAME V–2357 OR DF–25(7)W.T. ONLY

STANDARD MANHOLE COVERS

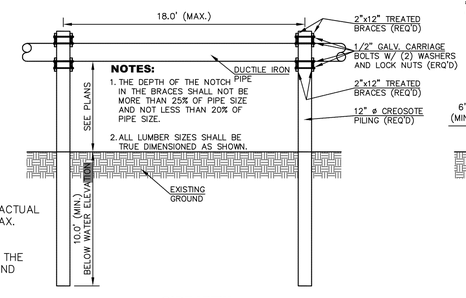


NOTE: ALL CLEANOUTS SHALL BE CAPPED AT 6" (MIN.) ABOVE EXISTING GRADE EXCEPT IN PAVED AREAS.

TYPICAL STUB OUT PLAN FOR SERVICE LINE

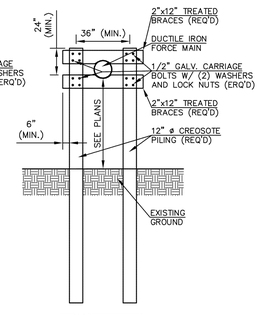
MAXIMUM PAVEMENT REPAIR PAY CHART	
SEWER MAIN DEPTH	MAXIMUM PAY PAY WIDTH
0'–6'	UP TO 6'
6.1'–8'	UP TO 8'
8.1'–10'	UP TO 10'
10.1'–12'	UP TO 12'
12.1'–14'	UP TO 14'
14.1' & UP	THE LESSER OF UP TO 20' OR EXISTING ROADWAY WIDTH (VERIFY PRIOR TO CUT)

NOTES:
1. PAVEMENT REPAIR PAYMENT SHALL BE MADE MEASURING ALONG THE SEWER LINE AND THE ACTUAL WIDTH OF DISTURBED PAVEMENT UP TO THE MAX. WIDTH NOTED ABOVE.
2. SEWER MAIN DEPTH SHALL BE DETERMINED BY THE CUT SHEETS PROVIDED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
3. FOR AREAS OF DEEP CUT (OVER 14' DEPTH), THE REPAIR AREA SHALL BE MEASURED BASED ON THE EXISTING WIDTH OF THE ROADWAY FOR SEWER LINES ALONG AND IN THE ROADWAY OR 20' MAX WIDTH FOR SEWER LINES CROSSING A ROADWAY.
4. FOR SEWER LINES INSTALLED ALONG THE EDGE OF EXISTING ROADWAY, REPAIRS WIDTHS SHALL BE HALF OF ALL MAX. WIDTHS NOTED ABOVE.



NOTES:
1. THE DEPTH OF THE NOTCH PIPE IN THE BRACES SHALL NOT BE MORE THAN 25% OF PIPE SIZE AND NOT LESS THAN 20% OF PIPE SIZE.
2. ALL LUMBER SIZES SHALL BE TRUE DIMENSIONED AS SHOWN.

SIDE VIEW



FRONT VIEW

TREATED WOOD PIPE PIERS

NO.	DATE	DESCRIPTION	BY

SEWER INSTALLATION DETAILS

COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II
CITY OF HATTIESBURG
FORREST & LAMAR COUNTIES, MISSISSIPPI

SHOWS, DEARMAN & WAITS, INC.
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Date: 07–09–2012	Scale: NOT TO SCALE
Drawing No.: 1273–S002	Sheet No. 34

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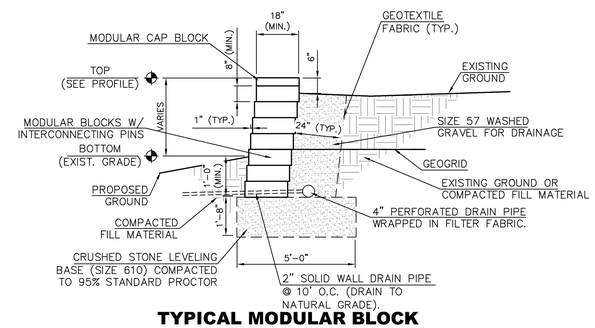
VEGETATION SCHEDULE

	EROSION CONTROL ITEMS		SEASONAL APPLICATIONS – DATES & RATES				REQUIREMENTS
			SPRING & SUMMER		FALL & WINTER		
	PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES	
7	211–B001	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THINK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
	212–B001	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
	907–213–A001	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	213–B001	COMBINATION FERTILIZER (13–13–13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
1	213–C001	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
2	214–A002	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
3 5	214–A003	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
3 5	214–A004	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
6	215–A001	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215–03.3)
	216–A001	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
	219–A001	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
4	220–A001	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
	TEMPORARY EROSION CONTROL ITEMS						
	212–A001	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
	213–B001	COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
	214–A013	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
	214–A017	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
	214–A015	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
	215–A001	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

1. ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
2. PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDED.
3. PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDED.
4. QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.
5. THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
6. BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
7. PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDED MAY REQUIRE TOPSOIL

TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13–13–13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---



TYPICAL MODULAR BLOCK WALL SECTION

NOT TO SCALE

NOTE:
1. SEE MANUFACTURER'S SPECIFICATIONS FOR RETAINING WALL INSTALLATION.
2. ALL ITEMS SHOWN ON THIS DETAIL ARE INCLUDED IN THE BID ITEM FOR "MODULAR BLOCK RETAINING WALL".

NO.	DATE	DESCRIPTION	BY

MISCALLANIOUS DETAILS

COMPREHENSIVE SEWER IMPROVEMENTS – PHASE I
CITY OF HATTIESBURG
FORREST & LAMAR COUNTIES, MISSISSIPPI

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SD-W.COM
P: (601) 544 - 1521
F: (601) 544 - 6501

Drawn by: RES	Checked by: KDW
Date: 07–09–2012	Scale: NOT TO SCALE
Drawing No.: 1273–S001	Sheet No. 35

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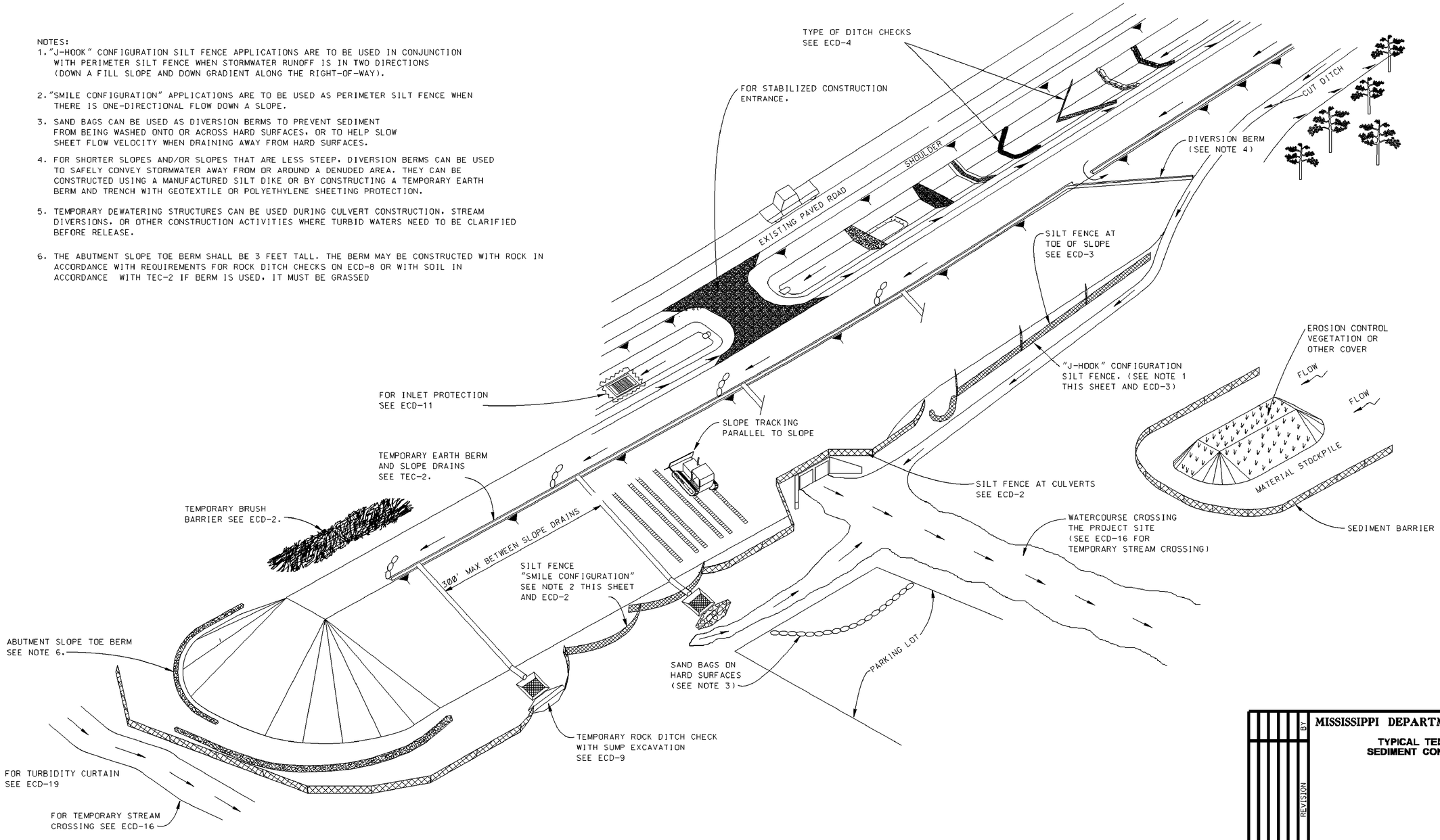
STATE	PROJECT NO.
MISS.	

NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED



REVISION	BY	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS

WORKING NUMBER: ECD-1

FILENAME: EROSION CONTROL\ECD-1.DGN

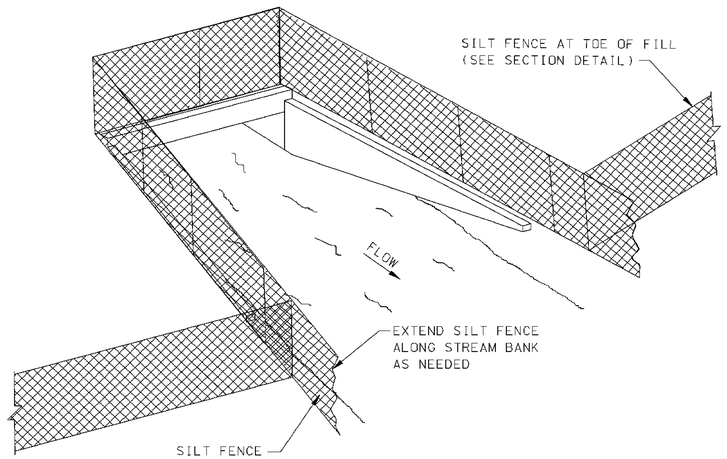
DESIGN TEAM _____ CHECKED _____ DATE _____

SHEET NUMBER: 36

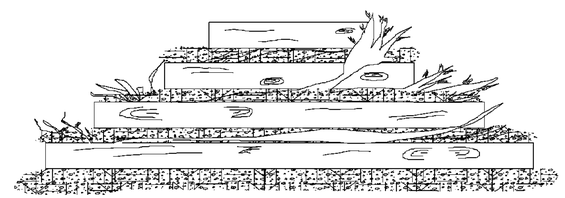
DRAWING No.: 1273-S002

PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
1/19/2010 12:18PM ECD-1.DGN

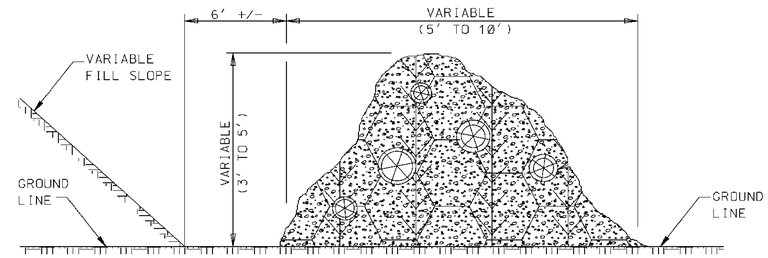
STATE	PROJECT NO.
MISS.	



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION

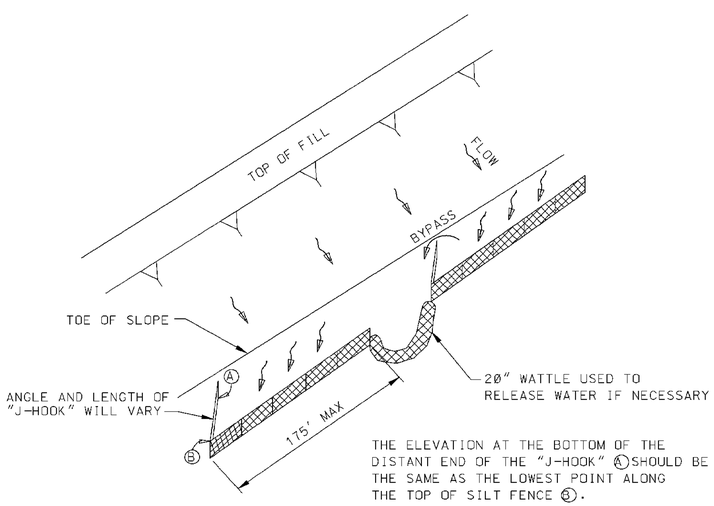


SIDE ELEVATION

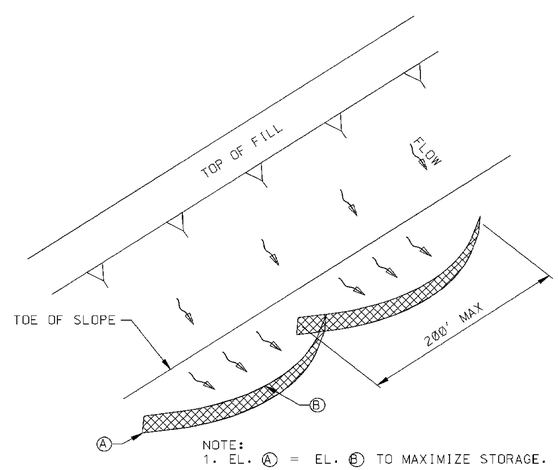
TEMPORARY BRUSH BARRIER

NOTES:
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPERATE PAYMENT

NOTE:
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3

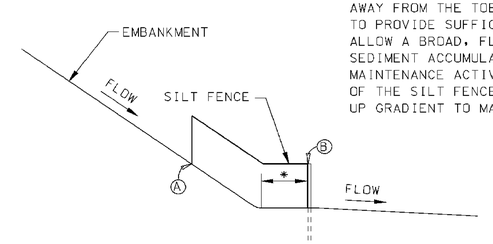


"J-HOOK" SILT FENCE APPLICATION



NOTE:
1. EL. A = EL. B TO MAXIMIZE STORAGE.

"SMILE-CONFIGURATION" SILT FENCE APPLICATION



* SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

SILT FENCE SECTION AT TOE OF FILL

REVISION	BY	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DETAILS OF SEDIMENT BARRIER APPLICATIONS

WORKING NUMBER ECD-2

FILENAME: EROSION CONTROL\ECD-2.DGN

DESIGN TEAM _____ CHECKED _____ DATE _____

SHEET NUMBER 37

DRAWING No.: 1273-S002

PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

1/28/2010 8:54 AM ECD-2.DGN

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STATE	PROJECT NO.
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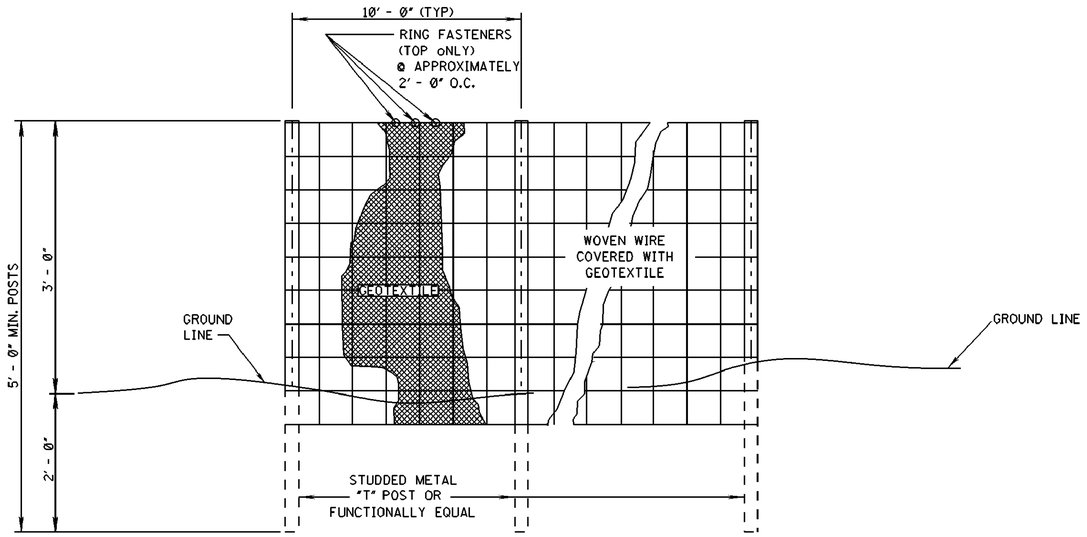
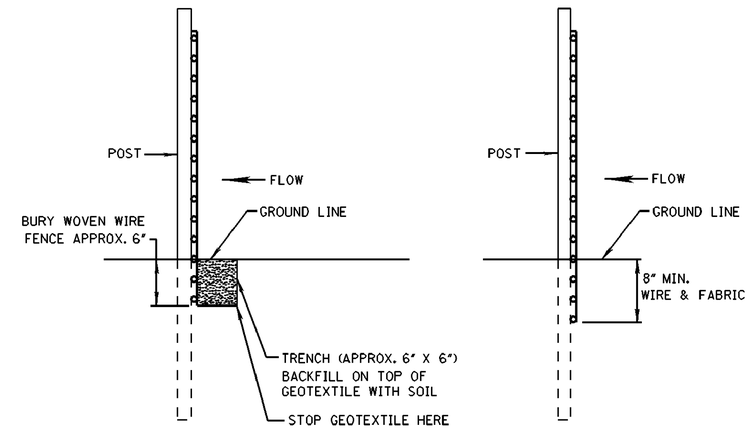


ELEVATION VIEW

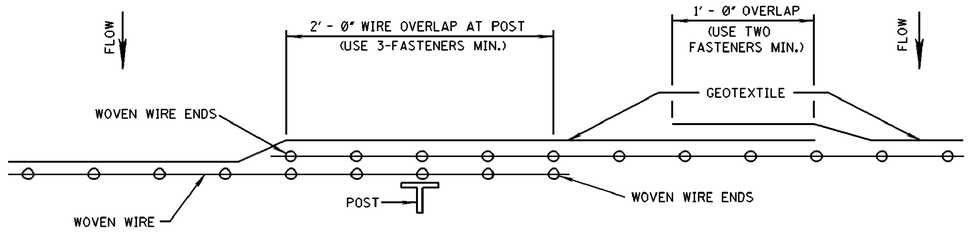


METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTUREED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
7. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE,



PLAN VIEW

REQUIRED LAPPING

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DETAILS OF SILT FENCE INSTALLATION

WORKING NUMBER ECD-3

SHEET NUMBER 38

FILENAME: EROSION CONTROL\ECD-3.DGN

DESIGN TEAM _____ CHECKED _____ DATE _____

DRAWING No.: 1273-S002

PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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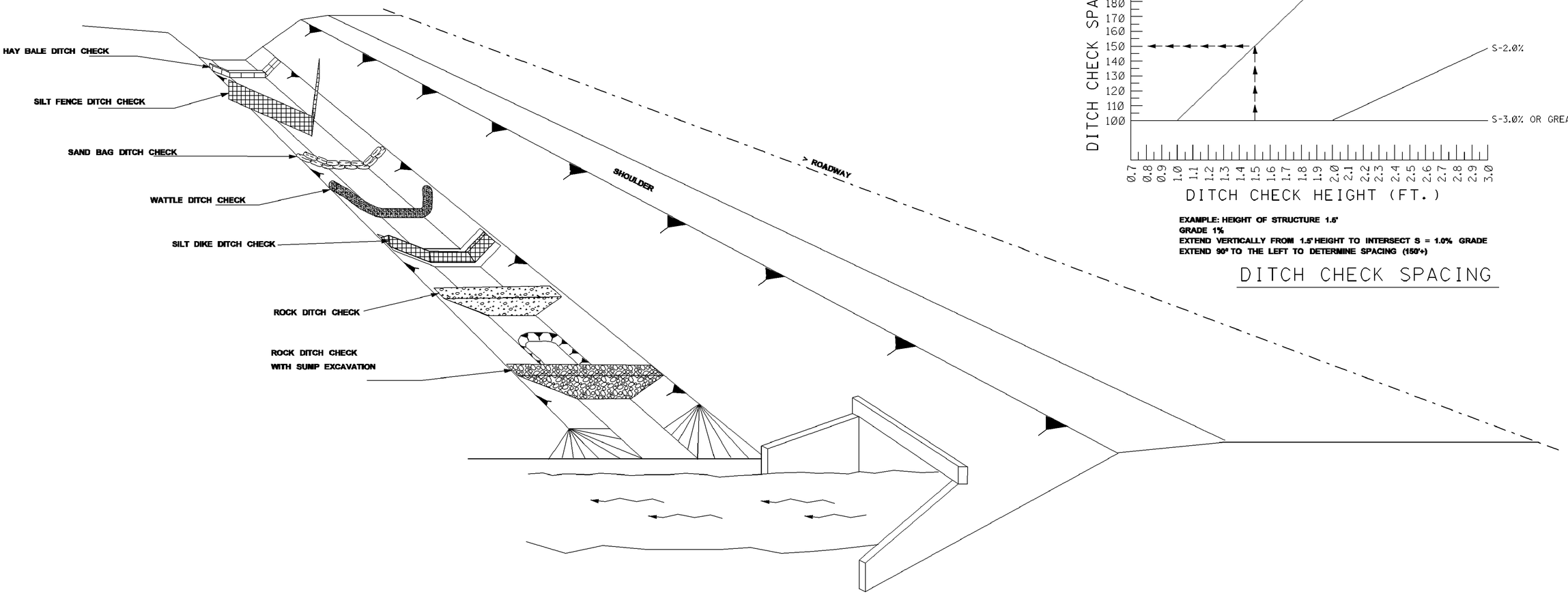

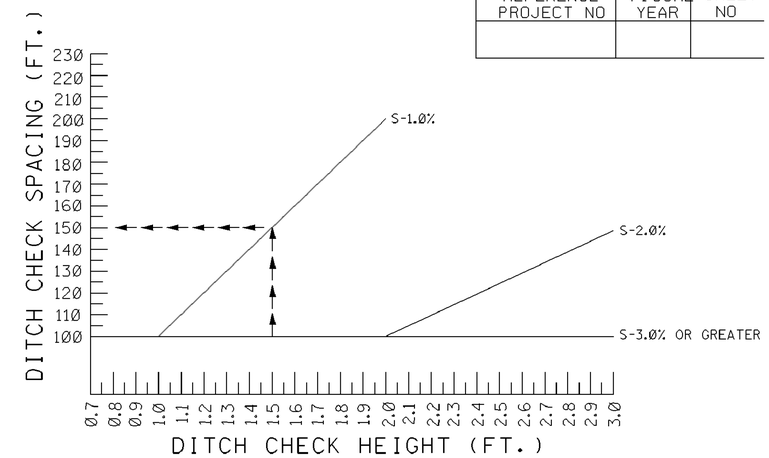

EXAMPLE: HEIGHT OF STRUCTURE 1.5'
GRADE 1%
EXTEND VERTICALLY FROM 1.5' HEIGHT TO INTERSECT S = 1.0% GRADE
EXTEND 90° TO THE LEFT TO DETERMINE SPACING (150'+)

DITCH CHECK SPACING

NOTES:

1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES 1/3 THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS ARE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.
7. WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECK WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHALL NOT EXCEED 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. IN GENERAL, DITCH CHECKS SHOULD NOT BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY the ENGINEER TO ACCOMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

DATE	REVISION	BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS

WORKING NUMBER: ECD-4

FILENAME: EROSION CONTROL\ECD-4.DGN

DESIGN TEAM _____ CHECKED _____ DATE _____

SHEET NUMBER: 39

DRAWING No.: 1273-S002

1/20/2010 8:10 AM ECD-4.DGN
Plan
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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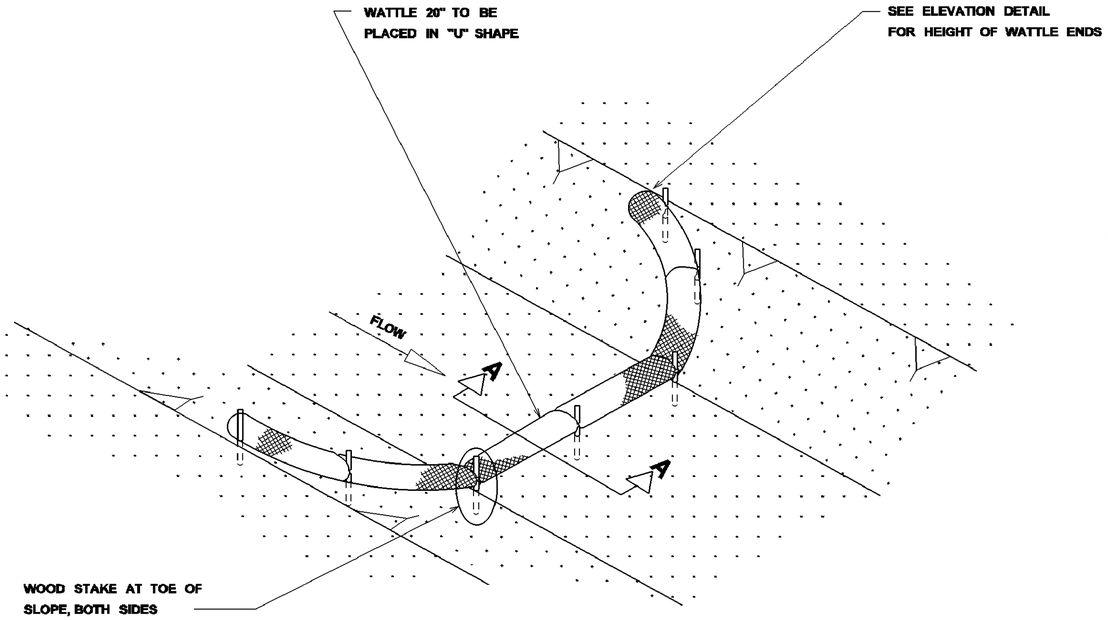
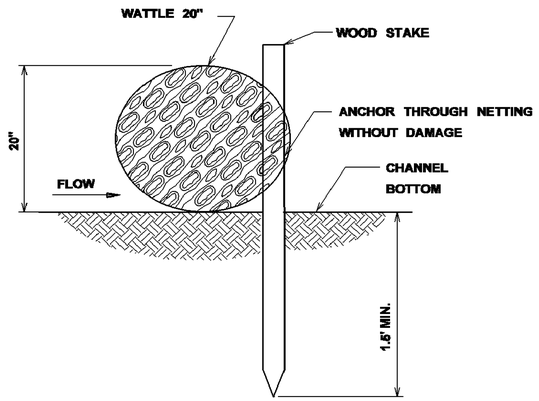
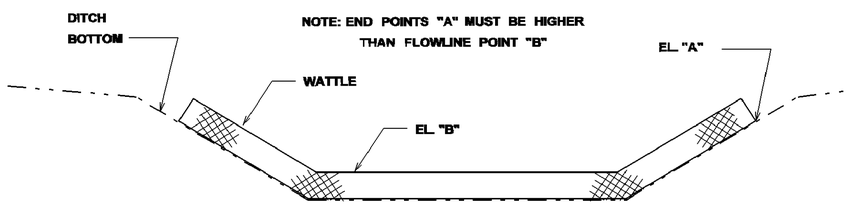


DETAIL (DITCH CHECK)



SECTION A-A



ELEVATION DETAIL

NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
2. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

WATTLE DITCH CHECK SELECTION GUIDELINES

WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

REVISION	BY	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DETAILS OF EROSION CONTROL
WATTLE DITCH CHECK

WORKING NUMBER
ECD-6

FILENAME: EROSION CONTROL\ECD-6.DGN

DESIGN TEAM _____ CHECKED _____ DATE _____

SHEET NUMBER
40

DRAWING No.: 1273-S002

PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
1/19/2010 12:21 PM ECD-6.DGN

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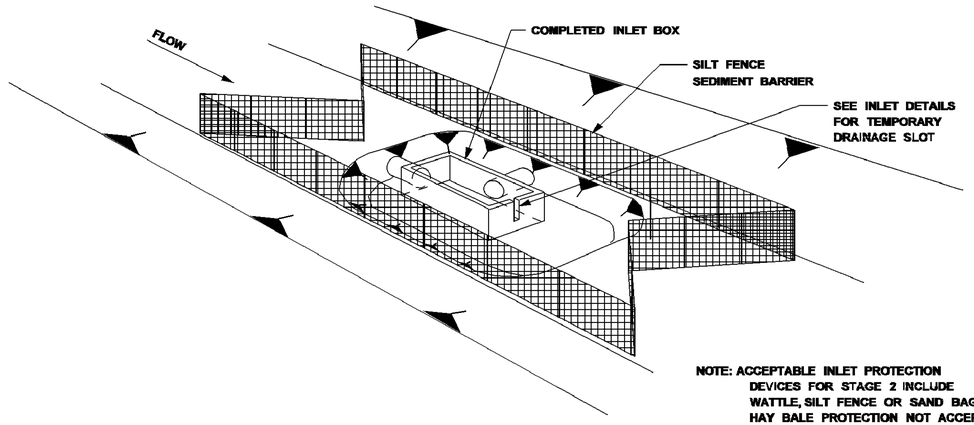
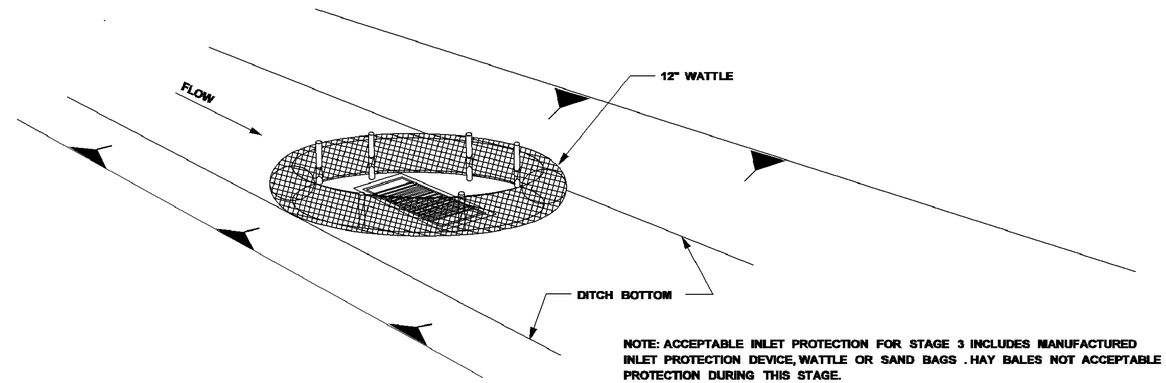


NOTE: ACCEPTABLE INLET PROTECTION DEVICES FOR STAGE 2 INCLUDE WATTLE, SILT FENCE OR SAND BAGS. HAY BALE PROTECTION NOT ACCEPTABLE DURING THIS PHASE.

STAGE 2

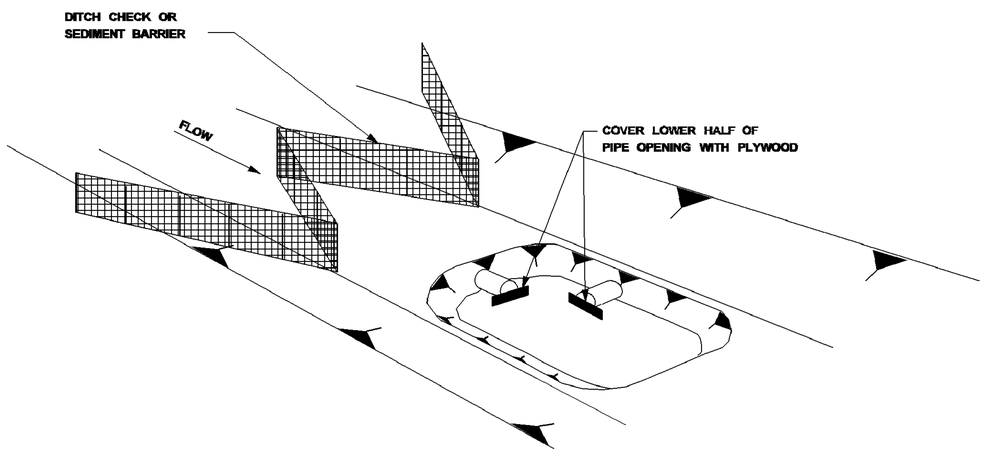
INLET/JUNCTION BOX CONSTRUCTED BUT NOT BACKFILLED



NOTE: ACCEPTABLE INLET PROTECTION FOR STAGE 3 INCLUDES MANUFACTURED INLET PROTECTION DEVICE, WATTLE OR SAND BAGS . HAY BALES NOT ACCEPTABLE PROTECTION DURING THIS STAGE.

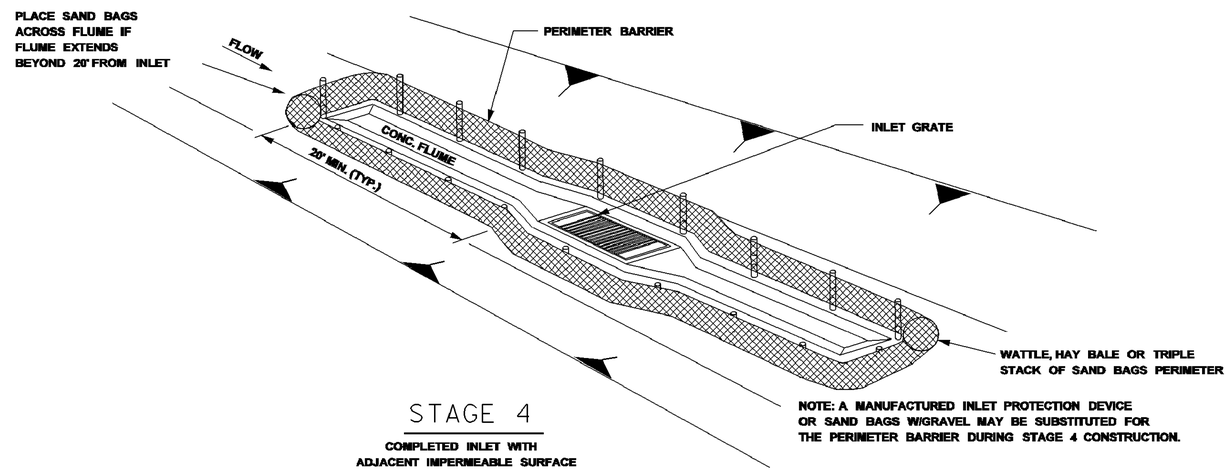
STAGE 3

INLET CONSTRUCTED AND BACKFILLED



STAGE 1

INLET/JUNCTION BOX LOCATION EXCAVATED



NOTE: A MANUFACTURED INLET PROTECTION DEVICE OR SAND BAGS W/GRAVEL MAY BE SUBSTITUTED FOR THE PERIMETER BARRIER DURING STAGE 4 CONSTRUCTION.

STAGE 4

COMPLETED INLET WITH ADJACENT IMPERMEABLE SURFACE

DITCH INLET CONSTRUCTION STAGES

NOTES:

1. FOUNDATION BACKFILL SHOULD BE PLACED IN STAGE 1 IMMEDIATELY AFTER PIPE INSTALLATION. INLET CONSTRUCTION SHOULD COMMENCE AS SOON AS POSSIBLE AND BE CONTINUOUS THROUGH COMPLETION.
2. CONFIGURATIONS MAY BE ADJUSTED WITH APPROVAL OF THE ENGINEER FOR TRAVELWAY SAFETY, WATER FLOW, SOIL OR INSTALLATION CHALLENGES.
3. DURING STAGE 1 AND STAGE 2, SILT FENCE MAY BE REQUIRED UPSLOPE OF THE INLET EXCAVATION AS DIRECTED BY THE ENGINEER.
4. IF SILT FENCING IS INSTALLED AROUND THE INLET EXCAVATION IT SHOULD BE PLACED IN A CONFIGURATION THAT WILL ALLOW INLET CONSTRUCTION.

REVISION	BY	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

INLET PROTECTION
TYPICAL APPLICATIONS AND DETAILS

WORKING NUMBER ECD-10

SHEET NUMBER 41

FILENAME: EROSION CONTROL\ECD-10.DGN

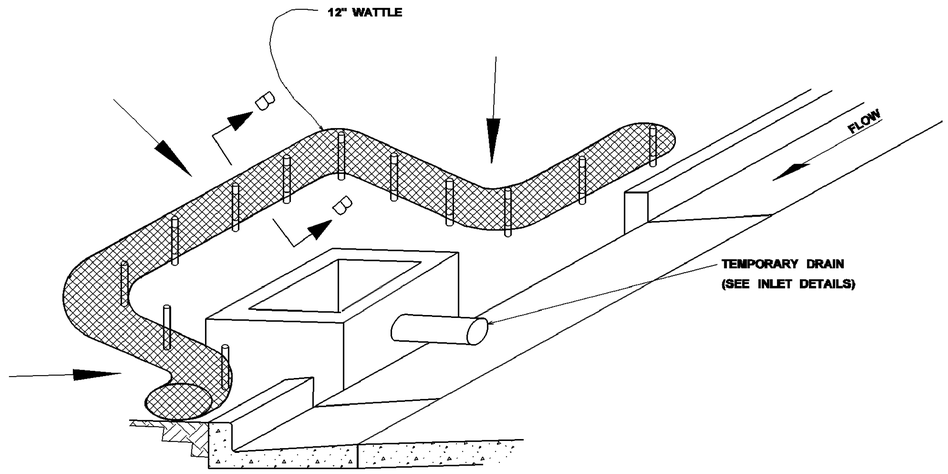
DESIGN TEAM _____ CHECKED _____ DATE _____

DRAWING No.: 1273-S002

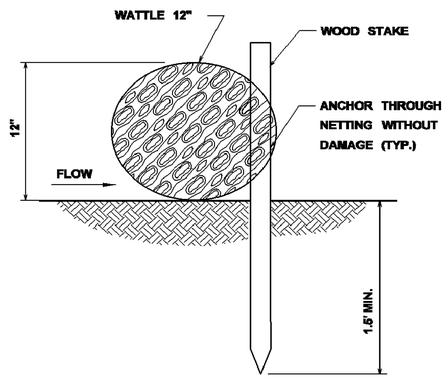
PLAN:
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
1/19/2010 12:24PM ECD-10.DGN

STATE	PROJECT NO.
MISS.	

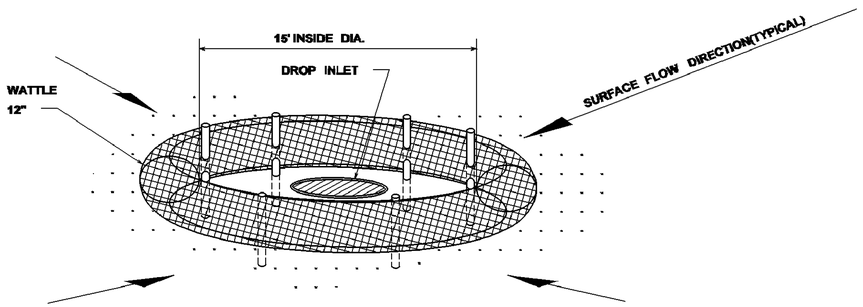
NOTE:
SILT FENCE OR SAND BAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET



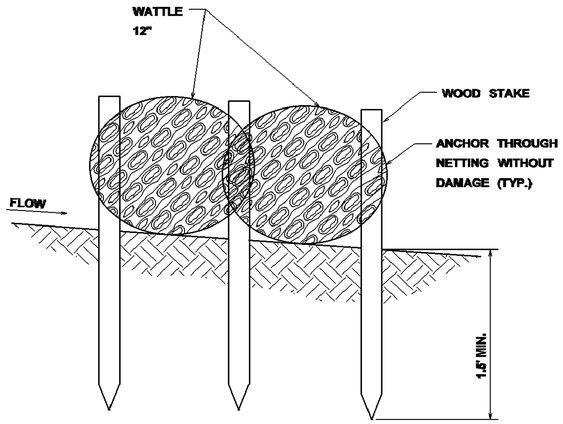
SECTION B-B



DROP INLET PROTECTION

NOTES:

1. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
2. OVERLAP ENDS OF WATTLES PER MANUFACTURERS RECOMMENDATIONS (1'MIN.,3'MAX.).
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.



SECTION A-A

REVISION	BY	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

INLET PROTECTION DETAILS
OF WATTLES

WORKING NUMBER
ECD-12

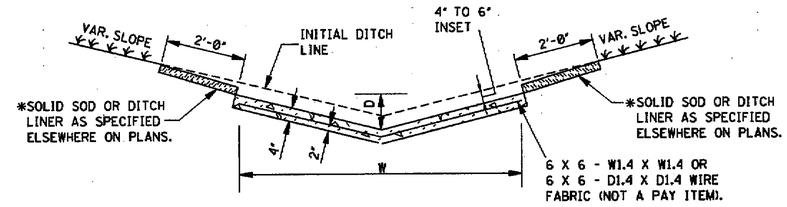
SHEET NUMBER
42

FILENAME: EROSION CONTROL\ECD-12.DGN
DESIGN TEAM _____ CHECKED _____ DATE _____

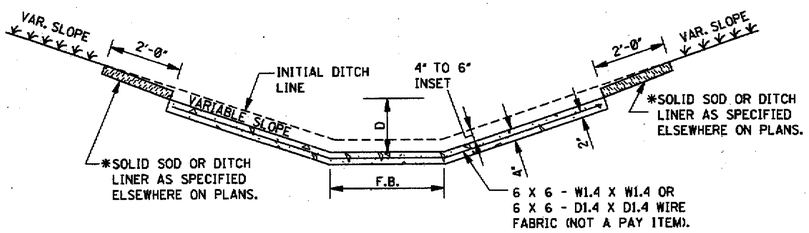
DRAWING No.: 1273-S002

PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
1/19/2010 12:26PM ECD-12.DGN

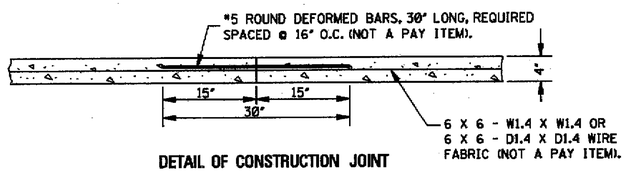
STATE	PROJECT NO.
MISS.	



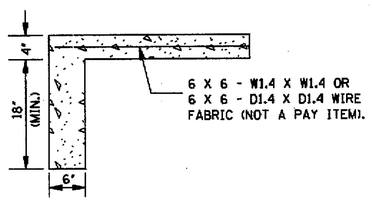
"V" TYPE SECTION



FLAT BOTTOM SECTION



DETAIL OF CONSTRUCTION JOINT



DETAIL OF TOE WALL

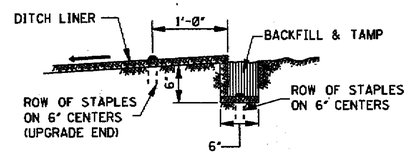
NOTE: TOE WALL REQUIRED UPSTREAM AND DOWNSTREAM.

CONCRETE PAVED DITCH

NOTES:

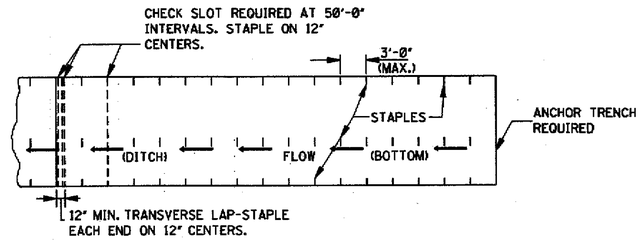
1. CONCRETE PAVED DITCHES SHALL BE GROOVED AT 20'-0" INTERVALS. THE GROOVES SHALL BE CUT TO A DEPTH OF NOT LESS THAN 1".
2. DIMENSIONS D & W ARE AS FOLLOWS:
   D(MINIMUM) = 6"
   D(NOMINAL) = 9"
   W(MINIMUM) = 24"
3. CHAIR SUPPORTS FOR THE WIRE MESH WILL NOT BE REQUIRED. HOWEVER, THE CONTRACTOR SHALL PLACE THE WIRE MESH IN A SATISFACTORY AND WORKMANLIKE MANNER TO ENSURE THAT THE FINAL POSITION IS REASONABLY NEAR THE POSITION INDICATED.

*4. CENTER ROW OF STAPLES MAY BE OMITTED ON DITCH LINER.

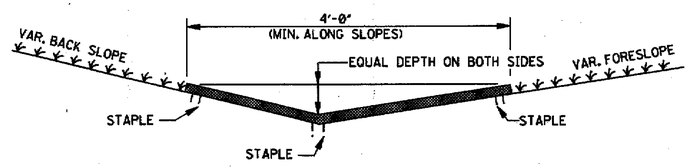


ANCHOR TRENCH DETAIL

NOTE: ANCHOR TRENCH REQUIRED AT THE BEGINNING AND ENDING OF EACH AREA TO BE COVERED, EXCEPT DOWNSTREAM END ADJOINING A STRUCTURE.



PLAN

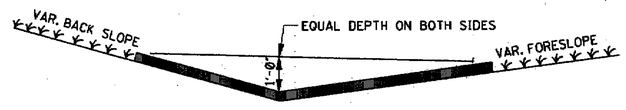


SECTION

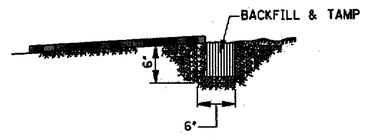
DITCH LINER TREATMENT

(EXCELSIOR BLANKET, JUTE MESH OR EROSION CONTROL FABRIC)

NOTE: DITCHES TREATED WITH DITCH LINER WILL BE VEGETATED PRIOR TO TREATMENT, UNLESS OTHERWISE INDICATED.



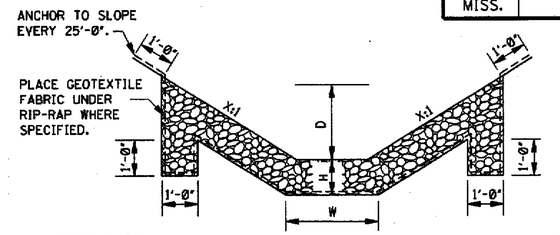
SECTION



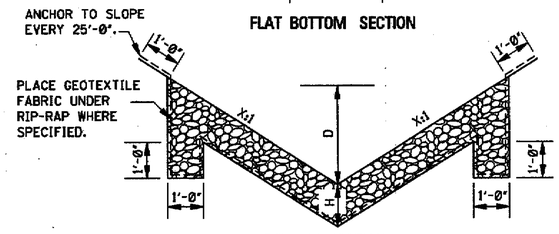
SLOT DETAIL

BITUMINOUS TREATED ROVING

NOTE: UPGRADE AND DOWNGRADE ENDS OF THE BITUMINOUS TREATED ROVING SHALL BE BURIED IN A 6" MINIMUM VERTICAL SLOT AND THE SOIL TAMPED FIRMLY AGAINST IT.



FLAT BOTTOM SECTION



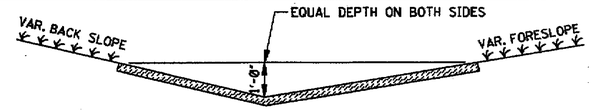
"V" TYPE SECTION

RIP-RAP TREATMENT

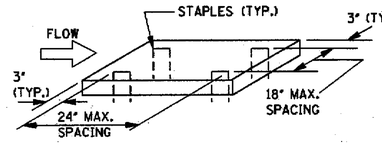
NOTES:

1. DIMENSIONS D, W AND X ARE VARIABLE AND ARE SHOWN ELSEWHERE ON THE PLANS.
2. THE RIP-RAP SIZE AND MINIMUM DEPTH "H" FOR RIP-RAP TREATMENT ARE AS FOLLOWS.

RIP-RAP SIZE & MINIMUM DEPTH "H"	
H (in)	RIP-RAP SIZE (lbs)
12"	100
18"	300



SOLID SOD TREATMENT



NOTE: SOLID SOD (STRIPS OR BLOCKS) ARE TO BE STAPLED, PINNED, PEGGED OR STAKED AT THE FOUR CORNERS OR AT THE MAXIMUM SPECIFIED SPACING.

GENERAL NOTE:

1. FOR LOCATION OF APPROPRIATE DITCH TREATMENTS, SEE PLAN SHEETS AS DENOTED BY THE FOLLOWING LEGEND OR AS DIRECTED BY THE ENGINEER:

- DITCH LINER
- BITUMINOUS TREATED ROVING
- SOLID SOD
- CONCRETE PAVED DITCH
- RIP-RAP

DATE	REVISION	BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

DETAILS OF TYPICAL DITCH TREATMENTS

ENGLISH

WORKING NUMBER DT-1

ISSUE DATE: OCTOBER 1, 1998

SHEET NUMBER 145

DRAWING No.: 1273-S002

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STATE	PROJECT NO.
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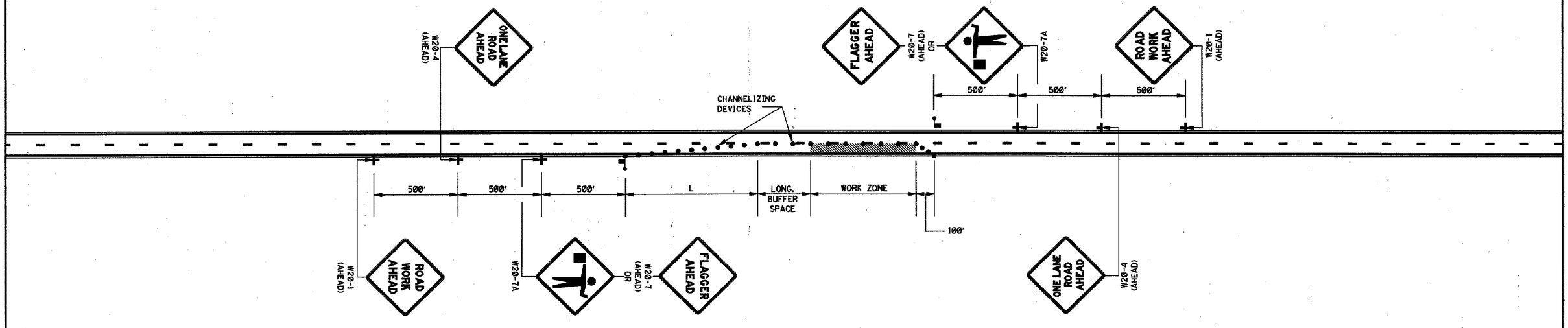

LEGEND

FLAGGER

● CHANNELIZING DEVICES

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		MINIMUM LONGITUDINAL BUFFER SPACE (ft)	TAPER † RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
≤40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
$L = WS$ FOR SPEEDS OF 45 mph OR GREATER
$L = WS^2/60$ FOR SPEEDS OF 40 mph OR LESS
WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.

3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

4. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" x 48".

5. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.

6. WHERE THE WORK ZONE IS STATIONARY, THE W20-7 (500 FT.) SIGN OR THE W20-7A SIGN TOGETHER WITH THE W20-7 (500 FT.) SUPPLEMENTAL PLATE SHOULD BE USED TO INDICATE THE DISTANCE TO THE FLAGGER.

DATE	REVISION	BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TRAFFIC CONTROL PLAN WITH FLAGGER
(ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)

ENGLISH

WORKING NUMBER TCP-1

ISSUE DATE: OCTOBER 1, 1998

SHEET NUMBER 250

DRAWING No.: 1273-S002

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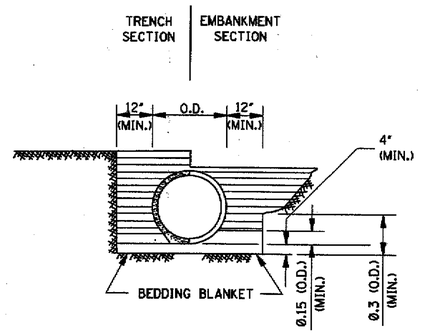
STATE	PROJECT NO.
MISS.	

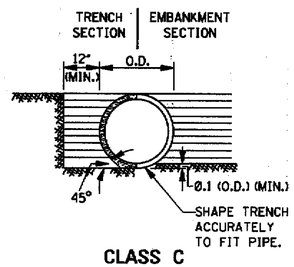
CORRUGATED STEEL AND ALUMINUM PIPE (ROUND) H-20 LOADING

PIPE DIAMETER (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) — SHEET THICKNESS (in)				
		0.064 STEEL 0.060 ALUM. 16 GAGE	0.079 STEEL 0.075 ALUM. 14 GAGE	0.109 STEEL 0.105 ALUM. 12 GAGE	0.138 STEEL 0.135 ALUM. 10 GAGE	0.168 STEEL 0.164 ALUM. 8 GAGE
		2⅔" X ½" CORRUGATED STEEL RIVETED, WELDED OR HELICAL		3" X 1" OR 5" X 1" CORRUGATED STEEL RIVETED, WELDED, HELICAL OR BOLTED		2⅔" X ½" CORRUGATED ALUMINUM RIVETED OR HELICAL
12"	12"	84' / - / 45'	91' / - / 45'	- / - / 78'	- / - / 81'	- / - / 84'
15"	12"	67' / - / -	73' / - / -	- / - / -	- / - / -	- / - / -
18"	12"	56' / - / 30'	61' / - / 30'	- / - / 52'	- / - / 54'	- / - / 56'
24"	12"	42' / - / 22'	46' / - / 22'	59' / - / 39'	- / - / 41'	- / - / 42'
30"	12"	34' / - / 18'	36' / - / 18'	47' / - / 31'	- / - / 32'	- / - / 34'
36"	12"	28' / 48' / 15'	30' / 60' / 15'	39' / 78' / 26'	41' / 89' / 27'	- / 101' / 28'
42"	12"	31' / 41' / -	43' / 51' / 26'	46' / 64' / 43'	48' / 71' / 43'	50' / 79' / 44'
48"	12"	27' / 36' / -	37' / 45' / -	45' / 57' / 40'	46' / 61' / 41'	47' / 66' / 43'
54"	12"	- / 32' / -	33' / 40' / -	43' / 52' / 35'	44' / 55' / 37'	45' / 59' / 38'
60"	12"	- / 29' / -	- / 36' / -	43' / 49' / -	43' / 51' / 33'	44' / 54' / 34'
66"	12"	- / 26' / -	- / 33' / -	42' / 47' / -	43' / 49' / 30'	43' / 51' / 31'
72"	12"	- / 24' / -	- / 30' / -	- / 44' / -	41' / 47' / -	43' / 49' / 29'
78"	12"	- / 22' / -	- / 28' / -	- / 41' / -	- / 46' / -	39' / 47' / -
84"	12"	- / 21' / -	- / 26' / -	- / 38' / -	- / 45' / -	35' / 46' / -
90"	12"	- / 19' / -	- / 24' / -	- / 35' / -	- / 43' / -	- / 45' / -
96"	12"	- / 18' / -	- / 22' / -	- / 33' / -	- / 40' / -	- / 44' / -
102"	24"	- / 17' / -	- / 21' / -	- / 31' / -	- / 38' / -	- / 42' / -
108"	24"	- / - / -	- / 20' / -	- / 30' / -	- / 35' / -	- / 39' / -
114"	24"	- / - / -	- / 19' / -	- / 28' / -	- / 34' / -	- / 37' / -
120"	24"	- / - / -	- / - / -	- / 27' / -	- / 32' / -	- / 35' / -

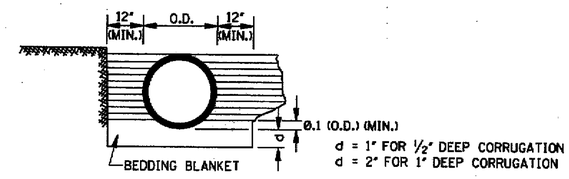
NOTE: THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR ½", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 36M/M 36 & AASHTO M 196M/M 196).



CLASS B



CLASS C



CLASS C MODIFIED

MAXIMUM HEIGHT OF FILL OVER REINFORCED CONCRETE PIPE

CLASS OF PIPE	TYPE OF BACKFILL	MAXIMUM COVER (ft) CLASS "C" BEDDING	MAXIMUM COVER (ft) CLASS "B" BEDDING
III	NORMAL	16'	-
IV	NORMAL	23'	28'
V	NORMAL	30'	36'
IV	IMPERFECT	-	90'
V	IMPERFECT	-	115'

NOTE: CLASS OF PIPE AND BEDDING TO BE CONSISTENT THROUGHOUT THE PIPE LENGTH.

MAXIMUM HEIGHT OF FILL OVER CLASS 2 NONREINFORCED CONCRETE PIPE, PERFORATED AND/OR PLAIN, FOR UNDERDRAINS

PIPE SIZE (in)	MAXIMUM COVER (ft) BEDDING CLASS "C"/CLASS "B" — TRENCH: B_d (in)	TRENCH: SAND & GRAVEL	TRENCH: DAMP CLAY	PROJECTING: POSITIVE $p = 0.7$; $R_{sd} = 0.7$
4"	2.00'	*	*	34'/42'
6"	2.00'	*	*	25'/30'
8"	2.25'	*	16'/ *	19'/24'
10"	2.50'	*	12'/20'	16'/19'
12"	2.75'	*	12'/18'	14'/17'

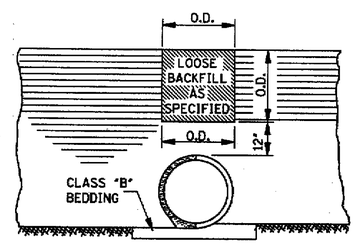
NOTES:
* 1. INDICATES NO LIMIT OF FILL HEIGHT (130 lbs/ft³).
2. TRENCH WIDTH (B_d) NO GREATER THAN 16" PLUS O.D.
3. FACTOR OF SAFETY IS 1.25 ON MINIMUM ULTIMATE STRENGTH.
4. MINIMUM COVER FOR HIGHWAY LOADS IS 18".
5. PERFORATED PIPE SHALL BE TYPE 1.

CORRUGATED METAL PIPE ARCHES H-20 LOADING

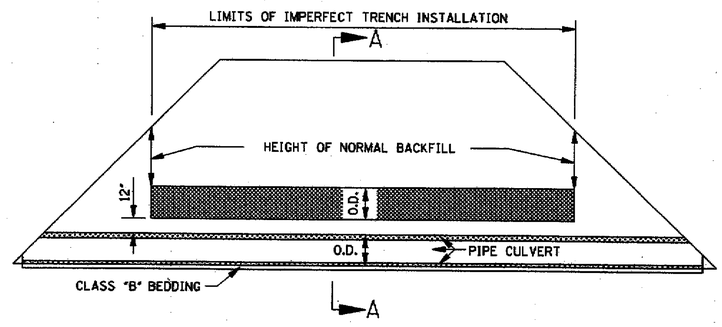
EQUIV. DIAMETER (in)	PIPE DIMENSION (SPAN X RISE) (in)	MINIMUM CORNER RADIUS (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE FOR 2 tons/ft² (in)	STEEL: MINIMUM THICKNESS REQUIRED (in)	STEEL: MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft²): 2 tons/ft²	STEEL: 3 tons/ft² †	ALUMINUM: MINIMUM THICKNESS REQUIRED (in)	ALUMINUM: MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft²): 2 tons/ft²	ALUMINUM: 3 tons/ft² †
				2⅔" X ½" CORRUGATION RIVETED, WELDED OR HELICAL			2⅔" X ½" CORRUGATION RIVETED OR HELICAL		
15"	17" X 13"	3"	18"	0.064"	13'	15'+	0.060"	15'	-
18"	21" X 15"	3"	18"	0.064"	12'	15'+	0.060"	14'	-
24"	28" X 20"	3"	18"	0.064"	10'	15'	0.060"	10'	15'+
30"	35" X 24"	3"	18"	0.079"	9'	14'	0.060"	9'	14'
36"	42" X 29"	3½"	18"	0.079"	9'	13'	0.075"	9'	13'
42"	49" X 33"	4"	18"	0.079"	8'	12'	0.105"	8'	12'
48"	57" X 38"	5"	18"	0.109"	8'	12'	0.135"	8'	12'
54"	64" X 43"	6"	18"	0.109"	8'	12'	0.135"	8'	12'
60"	71" X 47"	7"	18"	0.138"	8'	12'	0.164"	8'	12'
66"	77" X 52"	8"	18"	0.168"	8'	12'			
72"	83" X 57"	9"	18"	0.168"	9'	13'			
				5" X 1" OR 3" X 1" CORRUGATION RIVETED, WELDED OR HELICAL					
36"	40" X 31"	5"	18"	0.079"	12'	15'+			
42"	46" X 36"	6"	18"	0.079"	12'	15'+			
48"	53" X 41"	7"	18"	0.079"	12'	15'+			
54"	60" X 46"	8"	18"	0.079"	12'	15'+			
60"	66" X 51"	9"	18"	0.079"	12'	15'+			
66"	73" X 55"	12"	18"	0.079"	15'+	-			
72"	81" X 59"	14"	18"	0.079"	15'	-			
78"	87" X 63"	14"	18"	0.079"	14'	15'+			
84"	95" X 67"	16"	18"	0.109"	13'	15'+			
90"	103" X 71"	16"	24"	0.109"	12'	15'+			
96"	112" X 75"	18"	24"	0.109"	11'	15'+			

NOTES:
1. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR ½", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS. (AASHTO M 36M/M 36 & AASHTO M 196M/M 196).

† 2. BEARING PRESSURES EXCEEDING 2 tons/ft² REQUIRED FOR GIVEN FILL HEIGHT SHALL HAVE FOUNDATION MATERIALS INVESTIGATED TO DETERMINE BEARING CAPACITY.



SECTION A-A



ELEVATION

IMPERFECT TRENCH INSTALLATION

GENERAL NOTES:

1. MINIMUM SPACING BETWEEN MULTIPLE LINES OF PARALLEL PIPE SHALL BE THE DISTANCE REQUIRED FOR INSTALLING THE ADJACENT FLARED END SECTIONS OR AS SHOWN ON THE HEADWALL DRAWINGS FOR CONDUITS REQUIRING HEADWALLS.

2. UNLESS OTHERWISE INDICATED, THE TOP OF THE PIPE SHALL BE BELOW THE TOP OF THE SUBGRADE, AND A MINIMUM OF 12" OF COVER OVER THE TOP OF THE PIPE SHALL BE MAINTAINED BETWEEN THE SHOULDER LINES.

3. WHERE PRE-BED PIPE IS INSTALLED, FLARED END SECTIONS FROM OTHER MANUFACTURERS MAY BE JOINED TO PRE-BED PIPE PROVIDED A CONCRETE COLLAR IS PLACED AT THE CONTRACTORS EXPENSE AND A DEFORMATION TO THE PIPE'S FLOWLINE IS NOT EVIDENT ON FINAL PLACEMENT.

DATE	REVISION	BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

PIPE CULVERT INSTALLATION

WORKING NUMBER PI-1

ISSUE DATE: OCTOBER 1, 1998

SHEET NUMBER 300

DRAWING No.: 1273-S002

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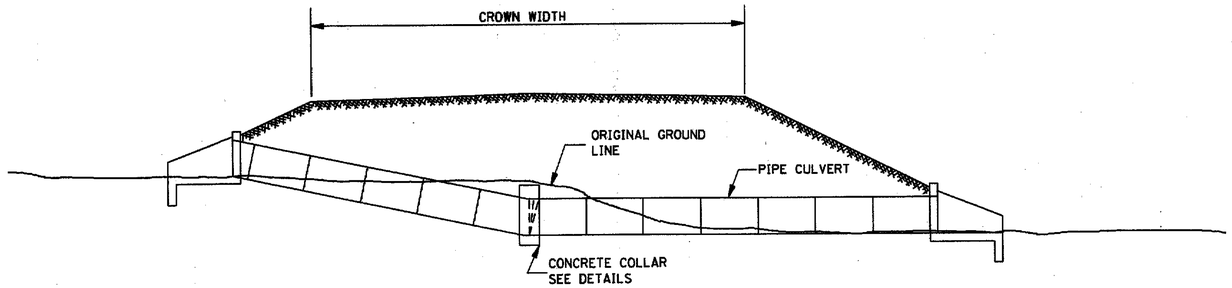
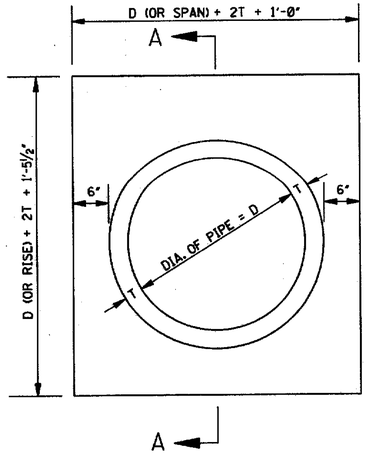
STATE	PROJECT NO.
MISS.	

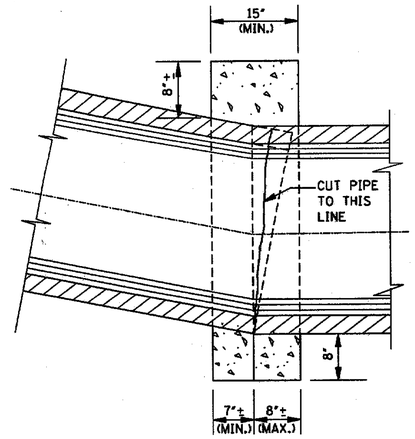


TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE



ELEVATION OF CONCRETE COLLAR

NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.



SECTION A–A

GENERAL NOTE:

1. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

QUANTITIES FOR CONCRETE COLLAR FOR PIPE CULVERTS

CIRCULAR PIPE		ARCH PIPE	
DIA. OF PIPE	CLASS "B" CONCRETE (yd^3)	SIZE OF PIPE	CLASS "B" CONCRETE (yd^3)
12"	0.240		
15"	0.260	18 x 11	0.280
18"	0.320	22 x 13	0.310
24"	0.410	29 x 18	0.410
30"	0.510	36 x 23	0.490
36"	0.620	44 x 27	0.600
42"	0.730	51 x 31	0.690
48"	0.850	58 x 36	0.820
54"	0.980	65 x 40	0.920
60"	1.110	73 x 45	1.070
66"	1.248	88 x 54	1.366
72"	1.393		

DATE	REVISION	BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

CONCRETE PIPE COLLAR

ENGLISH

WORKING NUMBER PC-1

ISSUE DATE: OCTOBER 1, 1998

SHEET NUMBER 301

DRAWING No.: 1273-S002

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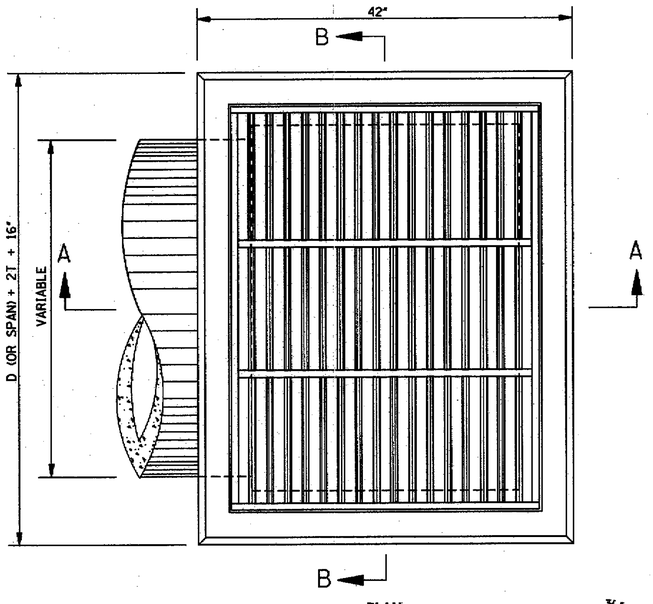
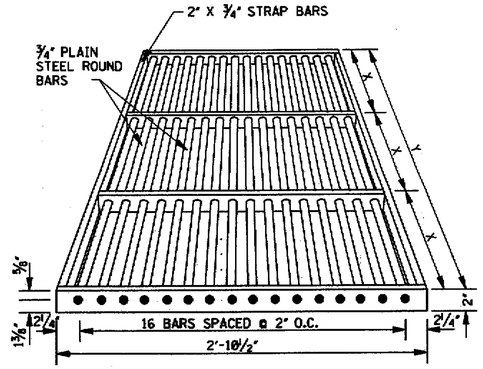
STATE	PROJECT NO.
MISS.	

"A", #4 BARS	AS PER TABLE
"B", #4 BARS	D (OR SPAN) +2T+9"
"C", #4 BARS	34"
"D", #4 BARS	D (OR RISE) +T+4"

BARS "A", "B", "C" & "D"

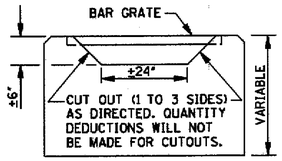


PLAN



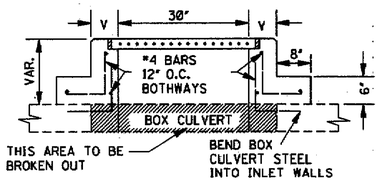
BAR GRATE DETAILS

NOTE: JUNCTIONS OF ROUND AND STRAP BARS SHALL BE WELDED. GRATE SHALL BE SHOP COATED WITH APPROVED COAL TAR PITCH VARNISH.

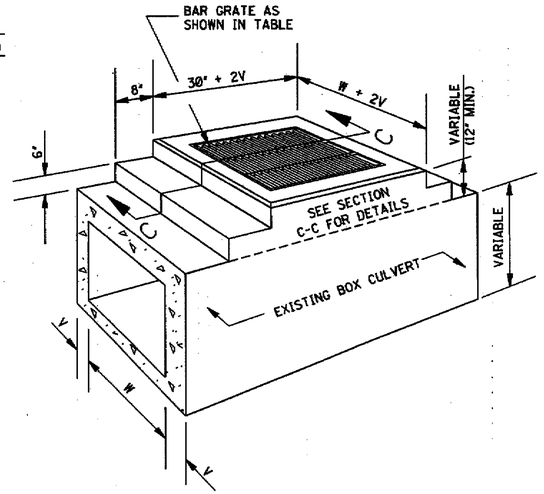


ELEVATION

MODIFIED PIPE OR BOX CULVERT INLET

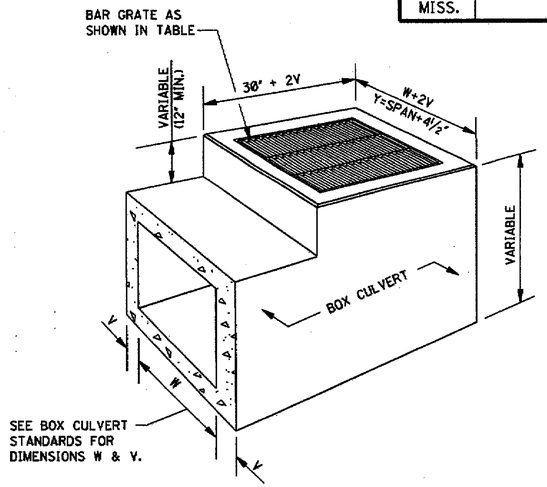


SECTION C–C



SECTIONAL PERSPECTIVE

INLET ON EXISTING BOX CULVERT



SECTIONAL PERSPECTIVE

INLET USED IN LIEU OF HEADWALLS

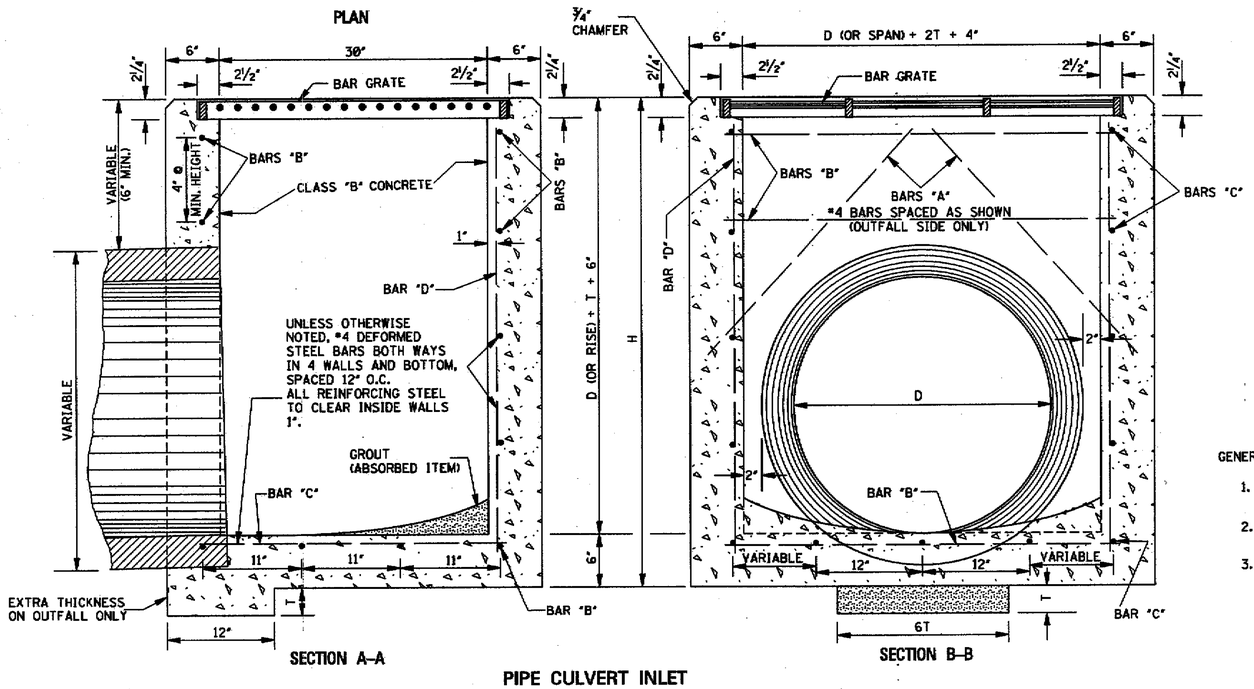
LENGTH AND WEIGHT OF GRATING

PIPE INLETS					BOX CULVERT INLETS				
PIPE SIZE	Y	X	NO. X-SPANS	WEIGHT (lbs)	BOX CULVERT SIZE	Y	X	NO. X-SPANS	WEIGHT (lbs)
18"	2'-7 1/2"	1'-3 3/4"	2	127	2' X 2'	2'-4 1/2"	1'-2 1/4"	2	119
22" X 13"	2'-11 1/2"	1'-5 3/4"	2	139	3' X 2'	3'-4 1/2"	1'-1 1/2"	3	166
24"	3'-2 1/2"	1'-7 1/4"	2	147	4' X 2'	4'-4 1/2"	1'-5 1/2"	3	200
29" X 18"	3'-7"	1'-2 11/32"	3	173	5' X 2'	5'-4 1/2"	1'-4 1/8"	4	247
30"	3'-9 1/2"	1'-3 7/32"	3	180	6' X 2'	6'-4 1/2"	1'-3 9/16"	5	293
36"	4'-4 1/2"	1'-5 1/2"	3	200	7' X 2'	7'-4 1/2"	1'-5 11/16"	5	328
42"	4'-11 1/2"	1'-2 1/8"	4	232	8' X 2'	8'-4 3/4"	1'-4 3/4"	6	374
48"	5'-6 1/2"	1'-4 5/8"	4	252	3' X 3'	3'-4 1/2"	1'-1 1/2"	3	166
54"	6'-1 1/2"	1'-6 3/8"	4	272	4' X 3'	4'-4 1/2"	1'-5 1/2"	3	200
60"	6'-8 1/2"	1'-4 27/32"	5	305	5' X 3'	5'-4 1/2"	1'-4 1/8"	4	247
					6' X 3'	6'-4 1/2"	1'-3 9/16"	5	293

QUANTITIES

PIPE SIZE	MIN. DEPTH TO F.L.	MIN. DEPTH INLET		EACH ADDED FOOT		PIPE OPENING DEDUCTION (yd^3)	T	BARS/SIZES			
		CONC* (yd^3)	STEEL (lbs)	CONC (yd^3)	STEEL (lbs)			"A" #4 NO. @ LGTH.	"B" #4 NO. @ LGTH.	"C" #4 NO. @ LGTH.	"D" #4 NO. @ LGTH.
18"	2.209'	0.623	42	0.213	13	0.053	2 1/2"	2 @ 21"	8 @ 32"	7 @ 34"	9 @ 24 1/2"
22" X 13"	1.833'	0.586	42	0.225	14	0.053	2 1/2"	2 @ 25"	8 @ 36"	7 @ 34"	9 @ 20"
24"	2.750'	0.800	55	0.235	14	0.091	3"	2 @ 25"	9 @ 39"	9 @ 34"	9 @ 31"
29" X 18"	2.250'	0.742	57	0.248	16	0.087	3"	2 @ 30"	9 @ 43 1/2"	9 @ 34"	11 @ 25"
30"	3.292'	0.992	70	0.256	16	0.138	3 1/2"	2 @ 30"	9 @ 46"	11 @ 34"	11 @ 37 1/2"
36"	3.834'	1.198	85	0.278	17	0.196	4"	2 @ 33"	10 @ 53"	13 @ 34"	11 @ 44"
42"	4.375'	1.418	93	0.299	18	0.263	4 1/2"	2 @ 36"	10 @ 60"	13 @ 34"	11 @ 50 1/2"
48"	4.917'	1.653	109	0.321	19	0.340	5"	2 @ 39"	11 @ 67"	15 @ 34"	11 @ 57"
54"	5.458'	1.902	136	0.343	21	0.427	5 1/2"	2 @ 42"	12 @ 74"	19 @ 34"	13 @ 63 1/2"
60"	6.000'	2.165	146	0.364	21	0.524	6"	2 @ 47"	12 @ 81"	19 @ 34"	13 @ 70"

*NOTE: ONE (1) PIPE OPENING HAS BEEN DEDUCTED FROM THE STRUCTURE.



SECTION A–A

SECTION B–B

PIPE CULVERT INLET

GENERAL NOTES:

1. THE MDOT STANDARD SPECIFICATIONS SHALL APPLY TO ITEMS UNLESS OTHERWISE SPECIFIED.
2. QUANTITIES SHOWN WILL BE THE BASIS OF PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
3. BOX CULVERTS:
   A. UNLESS OTHERWISE SHOWN, THE DETAILS OF THE BOX CULVERT INLETS SHALL CONFORM TO THOSE SHOWN FOR THE PIPE INLETS.
   B. BOX CULVERT REINFORCEMENT SHALL BE CONTINUED AND RESHAPED TO ACCOMMODATE THE INLET BOX. ADDITIONAL BARS SHALL BE THE SAME DIAMETER AS THOSE IN THE BOX CULVERT AND THE CONCRETE SHALL BE THE SAME. QUANTITIES ARE TO BE COMPUTED IN CONJUNCTION WITH QUANTITIES FOR BOX CULVERT.

DATE	REVISION	BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

DROP INLET AND GRATE DETAILS FOR PIPE AND BOX CULVERTS

ENGLISH

WORKING NUMBER B-9

ISSUE DATE: OCTOBER 1, 1998

SHEET NUMBER 325

DRAWING No.: 1273–S002

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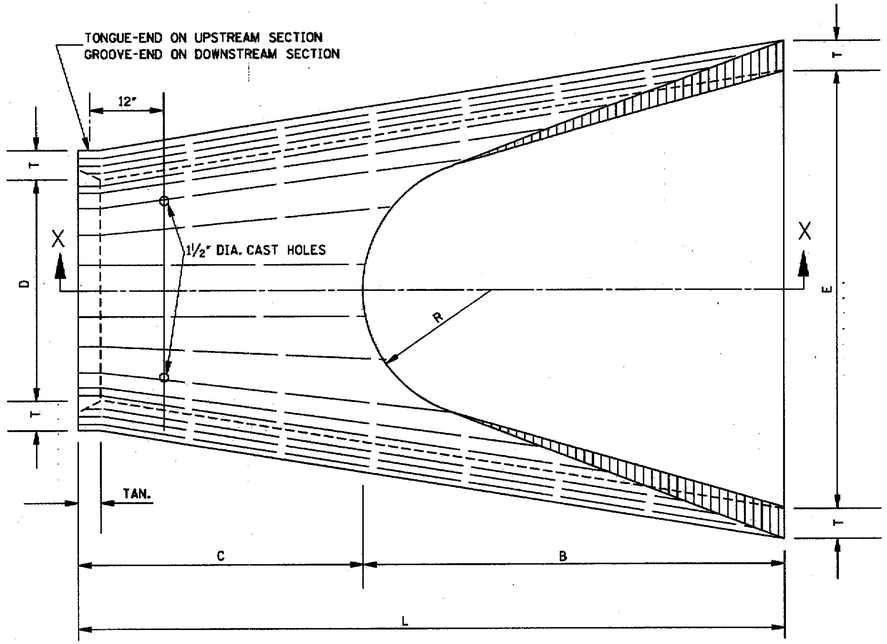
STATE	PROJECT NO.
MISS.	

BELL AND SPIGOT END OPTION

NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.

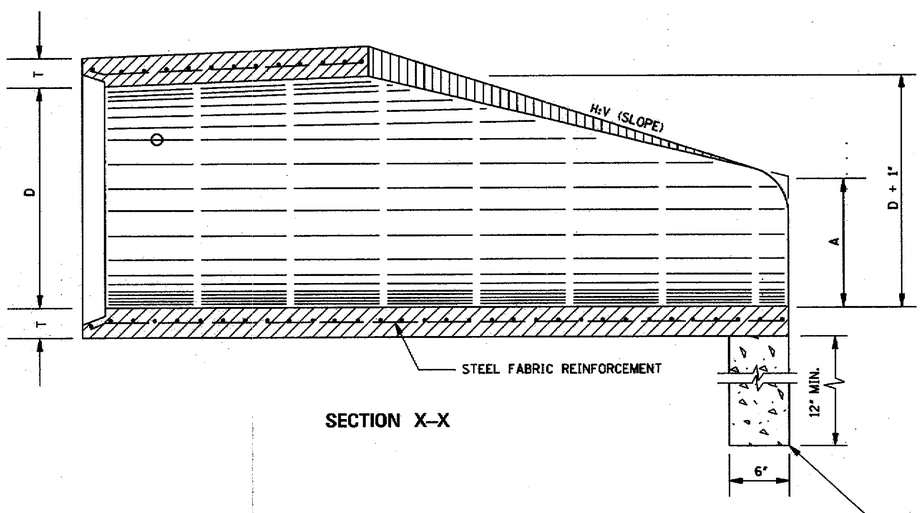


PLAN OF DOWNSTREAM END

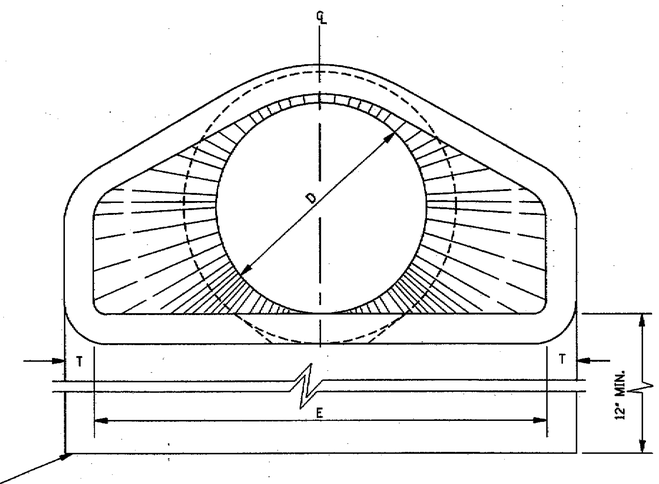
TABLE OF DIMENSIONS								
	D	T	H:V	A	B	C	E	L
	15"	2¼"	3:1	6"	2'-3"	4'-1"	2'-8"	6'-1"
	18"	2½"	3:1	9"	2'-3"	3'-10"	3'-0"	6'-1"
	24"	3"	3:1	10"	3'-8"	2'-6"	4'-0"	6'-2"
	30"	3½"	3:1	1'-0"	4'-6"	1'-8"	5'-0"	6'-2"
	36"	4"	3:1	1'-3"	5'-3"	2'-11"	6'-0"	8'-2"
	42"	4½"	3:1	1'-9"	5'-3"	2'-11"	6'-6"	8'-2"
	48"	5"	3:1	2'-0"	6'-0"	2'-2"	7'-0"	8'-2"
	54"	5½"	3:1	2'-4"	6'-6"	1'-10"	7'-6"	8'-4"
*	60"	6"	3:1	2'-10"	6'-6"	1'-10"	8'-0"	8'-4"
*	66"	6½"	3:1	3'-4"	6'-6"	1'-10"	8'-6"	8'-4"
*	72"	7"	3:1	3'-10"	6'-6"	1'-10"	9'-0"	8'-4"

*NOTE: SEE GENERAL NOTE 2.

TOE WALL CONC. QUANTITY (yd^3)
0.056
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167
0.177
0.188



SECTION X–X



END ELEVATION

TOE WALL REQUIRED ON ALL DOWNSTREAM FLARED END SECTIONS. TOE WALL AT UPSTREAM END WILL BE CONSTRUCTED WHERE DIRECTED BY THE ENGINEER. TO BE PAID FOR AS CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES.

GENERAL NOTES:

1. REINFORCEMENT SHALL CONFORM TO THE REQUIREMENTS OF REINFORCED CONCRETE PIPE OF LIKE DIAMETER PER AASHTO M 170, TABLE 2, WALL B.
2. 2 - 1½" DIA. CAST HOLES REQUIRED AS SHOWN TO ACCOMMODATE 2 - 1" DIA. TIE BOLTS, USED IN TIEING SECTION TO PIPE CULVERT.
3. LENGTH (L) OF A BELL-END OPTION MAY VARY BY A NOMINAL EXTENSION ON THE BELL END.
4. FLARED END SECTIONS ARE NOT TO BE USED INSIDE THE CLEAR ZONE.
5. ALL SIZES OF FLARED END SECTIONS FOR CIRCULAR CONCRETE PIPE MAY BE FURNISHED WITH EITHER BELL AND SPIGOT OR TONGUE AND GROOVE ENDS.

DATE	REVISION	BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

FLARED END SECTION FOR CONCRETE PIPE

ENGLISH

WORKING NUMBER FE-1

ISSUE DATE: OCTOBER 1, 1998

SHEET NUMBER 328

DRAWING No.: 1273-S002

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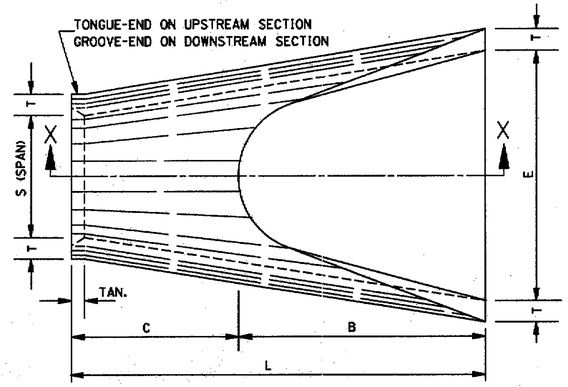
BELL AND SPIGOT END OPTION TYPE I

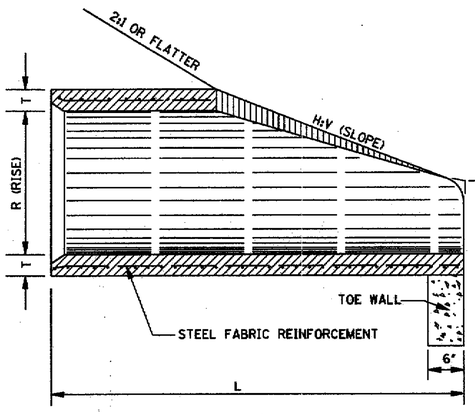
NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.

FLARED END SECTION FOR CONCRETE ARCH PIPE									
EQUIV. SIZE	R	S	T	H:V	A	B	C	E	L
18"	13½"	22"	2½"	3:1	7"	2'-3"	3'-9"	3'-0"	6'-0"
24"	18"	28½"	3"	3:1	8"	3'-3"	2'-9"	4'-0"	6'-0"
30"	22½"	36¼"	3½"	3:1	10"	4'-0"	2'-0"	5'-0"	6'-0"
36"	26⅝"	43¾"	4"	3:1	10⅝"	5'-0"	3'-0"	6'-0"	8'-0"
42"	31⅝"	51⅛"	4½"	3:1	1'-3 13/16"	5'-0"	3'-0"	6'-6"	8'-0"
48"	36"	58½"	5"	3:1	1'-9"	5'-0"	3'-0"	7'-0"	8'-0"
54"	40"	65"	5½"	3:1	2'-1½"	5'-0"	3'-0"	7'-6"	8'-0"
60"	45"	73"	6"	3:1	2'-2"	6'-3"	1'-9"	8'-0"	8'-0"
72"	54"	88"	7"	3:1	2'-11"	6'-6"	1'-10"	10'-0"	8'-4"

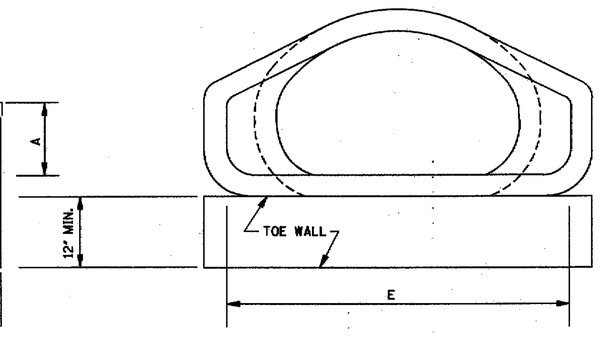
TOE WALL CONC. QUANTITY (yd^3)
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167
0.207



PLAN OF DOWNSTREAM END



SECTION X–X



FRONT ELEVATION

BELL AND SPIGOT END OPTION TYPE II

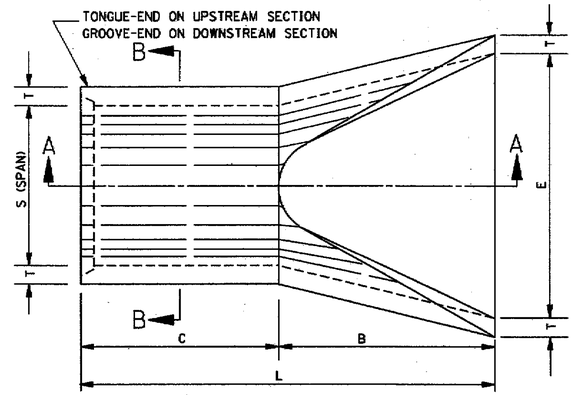
STATE	PROJECT NO.
MISS.	

NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.

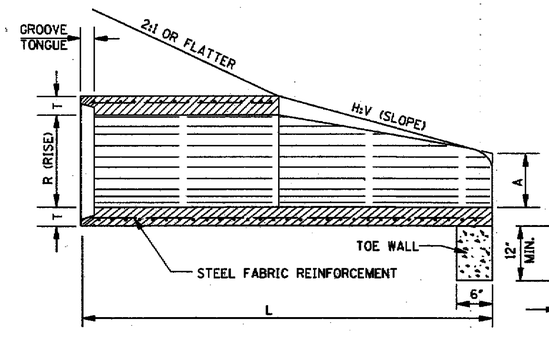
FLARED END SECTION FOR CONC. ARCH PIPE-SHORT FLARE										
EQUIV. SIZE	R	S	T	H:V	A	B	C	E	L	GROOVE TONGUE
* 18"	13½"	22"	2½"	3:1	7"	2'-3"	3'-9"	3'-0"	6'-0"	2¼"
24"	18"	28½"	3½"	3.12:1	9"	3'-3"	2'-9½"	4'-0"	6'-0½"	3"
30"	22½"	36¼"	4"	2.94:1	9½"	4'-2"	3'-10½"	5'-0"	8'-0½"	3½"
36"	26⅝"	43¾"	4½"	3.08:1	11⅝"	5'-0"	3'-0½"	6'-0"	8'-0½"	4"
42"	31⅝"	51⅛"	4½"	3.08:1	1'-4 5/16"	5'-0"	3'-0½"	6'-6"	8'-0½"	4"
48"	36"	58½"	5"	3.16:1	1'-10"	5'-0"	3'-0½"	7'-0"	8'-0½"	5"
54"	40"	65"	5½"	3.24:1	2'-3"	5'-0"	3'-0⅝"	7'-6"	8'-0⅝"	5"
60"	45"	73"	6"	3.33:1	2'-9"	5'-0"	3'-0⅝"	8'-0"	8'-0⅝"	5"

TOE WALL CONC. QUANTITY (yd^3)
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167

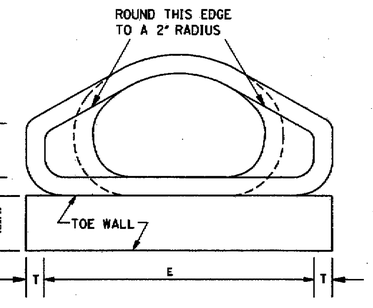
NOTES: *1. EQUIVALENT 18" FLARED END SECTION SIMILAR TO TYPE I.
2. DIMENSIONS A, B, C, E AND L MAY VARY 1"±.



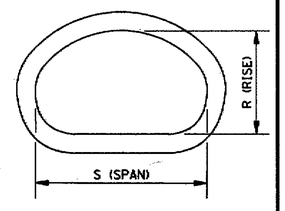
PLAN OF DOWNSTREAM END



SECTION A–A



FRONT ELEVATION



SECTION B–B

GENERAL NOTES:

1. FLARED END SECTIONS ARE NOT TO BE USED INSIDE THE CLEAR ZONE.
2. UNLESS OTHERWISE DESIGNATED, EITHER TYPE I OR TYPE II MAY BE USED, PROVIDED THE SELECTED TYPE IS COMPATIBLE WITH THE CONFIGURATION OF THE PIPE TO WHICH IT IS TO BE ATTACHED.
3. ALL SIZES OF TYPE I AND TYPE II FLARED END SECTIONS FOR CONCRETE ARCH PIPE MAY BE FURNISHED WITH EITHER BELL AND SPIGOT OR TONGUE AND GROOVE ENDS.
4. REINFORCEMENT (SINGLE LINE) FOR FLARED END SECTION SHALL CONFORM TO REQUIREMENTS OF AASHTO M 206 FOR CLASS II ARCH PIPE.
5. TOE WALL REQUIRED ON ALL DOWNSTREAM FLARED END SECTIONS. TOE WALL AT UPSTREAM END WILL BE CONSTRUCTED WHERE DIRECTED BY THE ENGINEER. TO BE PAID FOR AS CLASS "B" STRUCTURAL CONCRETE-MINOR STRUCTURES.
6. FLARED END SECTIONS MUST MEET THE REQUIREMENTS FOR ARCH PIPE OF EITHER AASHTO M 206 OR ASTM C 506.

DATE	REVISION	BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

FLARED END SECTION FOR CONCRETE ARCH PIPE

ENGLISH

WORKING NUMBER FE-1A

ISSUE DATE: OCTOBER 1, 1998

SHEET NUMBER 329

DRAWING No.: 1273-S002

G:\PROJECTS\Hattiesburg_City of\1273-S002 - Comprehensive Sewer Improvements - Phase III\1273S002\Dwg\1273S002_Std_Dtls.dwg, 329, 7/6/2012 10:04:55 AM

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

COMPREHENSIVE SEWER IMPROVEMENTS
PHASE II

FOR THE

CITY OF HATTIESBURG
FORREST & LAMAR COUNTIES
MISSISSIPPI

July 2012

PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI
(601) 544-1821

INDEX

ADVERTISEMENT FOR BIDS	1
INFORMATION FOR BIDDERS	2 - 4
PROPOSAL FORM	5
PROPOSAL	6 - 15
BID BOND	16 – 17
CONTRACT AGREEMENT	18- 20
PAYMENT & PERFORMANCE BOND	21- 22
NOTICE OF AWARD	23
NOTICE TO PROCEED	24
GENERAL CONDITIONS	GC-1 - GC-36
MEASUREMENT AND PAYMENT	MP-1 - MP-4
TECHNICAL SPECIFICATIONS	TS-1 - TS-43

Sanitary Sewerage Systems
Standard Specifications for Lining Ductile Iron Pipe for Sewer Service
Manholes
Restoration of Roads, Driveways, Fences, Lawns & Other Grassed Areas
Concrete
Seeding and Sodding
Specification for Connection to Mainline Pipe (Insert-A-Tee)

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m.** on _____in the City Clerks Office in the City Hall of said City for furnishing the City's requirements for the following:

COMPREHENSIVE SEWER IMPROVEMENTS
PHASE II
HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of $150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashiers check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

COMPREHENSIVE SEWER IMPROVEMENTS
PHASE II
HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 17th day of July A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
Eddie R. Myers, City Clerk

Publish on
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898

INFORMATION FOR BIDDERS

BIDS will be received by CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until **10:00 a.m.** on _____, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to City of Hattiesburg . Each sealed envelope containing a BID must be plainly marked on the outside as BID for **COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed addressed to the Owner at P. O. Box 1898, Hattiesburg, MS 39403

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be

returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, Hattiesburg, Mississippi .

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 200 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned understands the City of Hattiesburg to choose any Alternate Bid Package. The Contract shall be awarded to the low bidder in the Alternate selected by the Owner.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

_____

Name of Firm or Bidder

By: _____

_____

ADDRESS

Proposal				Comprehensive Sewer Improvements - Phase II	
Site 2 - Corinne Street					
Item	Description	Unit	Quantity	Unit Price	Extension
	Sewer Pipe Items				
1	8" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	614		
2	8" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	12		
3	10" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	80		
4	10" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	308		
5	10" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	298		
6	10" SDR 26 PVC Sewer Pipe (12'-14')	Lin. Ft.	259		
7	12" SDR 26 PVC Sewer Pipe (0'-6')	Lin. Ft.	474		
8	12" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	90		
9	10" DR 11 HDPE Sewer Pipe (Directional Bore)(All Depths)	Lin. Ft.	521		
	Manhole Items				
10	48" Precast Concrete Sewer Manhole (0'-6')	Each	1		
11	48" Precast Concrete Sewer Manhole (6'-8')	Each	4		
12	48" Precast Concrete Sewer Manhole (8'-10')	Each	2		
13	48" Precast Concrete Sewer Manhole (10'-12')	Each	1		
14	48" Precast Concrete Sewer Manhole (12'-14')	Each	2		
15	60" Precast Concrete Sewer Manhole (0'-6')	Each	1		
16	Drop Manhole Assembly (All Depths)	Each	6		
17	Demolition and Removal of Existing Manhole	Each	10		
18	Demolition and Removal of Existing Grinder Station	Lump Sum	1		
	Sewer Service Items				
19	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	805		
20	8"x8"x6" PVC Tee	Each	5		
21	10"x10"x6" PVC Tee	Each	9		
22	12"x12"x6" PVC Tee	Each	3		
23	6" PVC Cleanout	Each	12		
	Miscellaneous Construction Items				
24	Crushed Aggregate (Size 825)	Ton	735		

25	Select Fill Material (Class 9, Group C), LVM	Cu. Yd.	2,251		
26	Concrete Pavement Repair (All Depths)	Sq. Yd.	10		
27	Asphalt Pavement Repair (All Depths)	Sq. Yd.	1,670		
28	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	Lin. Ft.	328		
29	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	32		
30	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	96		
31	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	160		
32	30" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	40		
33	Class "B" Concrete, Minor Structures	Cu. Yd.	7		
34	Grassing	Lump Sum	1		
35	Erosion Control	Lump Sum	1		
36	Mobilization	Lump Sum	1		
37	Maintenance of Traffic	Lump Sum	1		
		Subtotal (Site 2):			

Proposal		Comprehensive Sewer Improvements - Phase II			
	Site 3 - County Road				
Item	Description	Unit	Quantity	Unit Price	Extension
	Sewer Pipe Items				
1	8" SDR 26 PVC Sewer Pipe (0'-6')	Lin. Ft.	70		
2	8" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	577		
3	8" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	281		
4	8" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	345		
5	8" SDR 26 PVC Sewer Pipe (12'-14')	Lin. Ft.	365		
6	8" SDR 26 PVC Sewer Pipe (14'-16')	Lin. Ft.	161		
	Manhole Items				
7	48" Precast Concrete Sewer Manhole (0'-6')	Each	1		
8	48" Precast Concrete Sewer Manhole (6'-8')	Each	2		
9	48" Precast Concrete Sewer Manhole (8'-10')	Each	1		
10	48" Precast Concrete Sewer Manhole (10'-12')	Each	1		
11	48" Precast Concrete Sewer Manhole (14'-16')	Each	1		
12	Drop Manhole Assembly (All Depths)	Each	2		
	Sewer Service Items				
13	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	610		
14	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	456		
15	8"x8"x6" PVC Tee	Each	22		
16	6" PVC Cleanout	Each	22		
	Miscellaneous Construction Items				
17	Crushed Aggregate (Size 825)	Ton	802		
18	Select Fill Material (Class 9, Group C), LVM	Cu. Yd.	2,457		
19	Concrete Pavement Repair (All Depths)	Sq. Yd.	0		
20	Asphalt Pavement Repair (All Depths)	Sq. Yd.	1,820		
21	Demolition and Removal of Concrete Headwall	Each	1		
22	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	Lin. Ft.	92		
23	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	68		
24	18"x11" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	Lin. Ft.	24		

25	15" Reinforced Concrete Pipe, Flared End Section, Class III	Each	1		
26	Class "B" Concrete, Minor Structures	Cu. Yd.	1		
27	Grassing	Lump Sum	1		
28	Temporary Erosion Control	Lump Sum	1		
29	Mobilization	Lump Sum	1		
30	Maintenance of Traffic	Lump Sum	1		
		Subtotal (Site 3):			

Proposal	Comprehensive Sewer Improvements - Phase II

Site 4 - Weathersby Road

Item	Description	Unit	Quantity	Unit Price	Extension
	Sewer Pipe Items				
1	6" PVC Sewer Pipe Force Main (All Depths)	Lin. Ft.	10		
2	8" SDR 26 PVC Sewer Pipe (0'-6')	Lin. Ft.	40		
3	8" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	40		
4	8" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	90		
5	8" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	130		
6	8" SDR 26 PVC Sewer Pipe (12'-14')	Lin. Ft.	280		
7	8" SDR 26 PVC Sewer Pipe (14'-16')	Lin. Ft.	220		
8	15" SDR 26 PVC Sewer Pipe (0'-6')	Lin. Ft.	60		
9	15" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	0		
10	15" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	5		
11	15" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	21		
12	15" SDR 26 PVC Sewer Pipe (12'-14')	Lin. Ft.	120		
13	15" SDR 26 PVC Sewer Pipe (14'-16')	Lin. Ft.	110		
14	8" Ductile Iron Sewer Pipe (0'-6')	Lin. Ft.	161		
15	24" Steel Casing (0.25" WT) (Bored)	Lin. Ft.	60		
16	Abandonement of Existing Sewer Line	Lin. Ft.	250		
	Manhole Items				
17	48" Precast Concrete Sewer Manhole (0'-6')	Each	1		
18	48" Precast Concrete Sewer Manhole (6'-8')	Each	1		
19	48" Precast Concrete Sewer Manhole (8'-10')	Each	0		
20	48" Precast Concrete Sewer Manhole (10'-12')	Each	1		
21	48" Precast Concrete Sewer Manhole (12'-14')	Each	1		
22	60" Precast Concrete Sewer Manhole (12'-14')	Each	1		
23	60" Precast Concrete Sewer Manhole (14'-16')	Each	1		
	Sewer Service Items				
24	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	92		
25	8"x8"x6" PVC Tee	Each	3		
26	6" PVC Cleanout	Each	4		

	Miscellaneous Construction Items				
27	Crushed Aggregate (Size 825)	Ton	185		
28	Select Fill Material (Class 9, Group C), LVM	Cu. Yd.	565		
29	Concrete Pavement Repair (All Depths)	Sq. Yd.	268		
30	Asphalt Pavement Repair (All Depths)	Sq. Yd.	148		
31	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	8		
32	Class "B" Concrete, Minor Structures	Cu. Yd.	2		
33	Modular Block Retaining Wall	Sq. Ft.	240		
34	Grassing	Lump Sum	1		
35	Temporary Erosion Control	Lump Sum	1		
36	Mobilization	Lump Sum	1		
37	Maintenance of Traffic	Lump Sum	1		
		Subtotal (Site 4):			

Proposal		Comprehensive Sewer Improvements - Phase II			

Site 6 - Country Club Road

Item	Description	Unit	Quantity	Unit Price	Extension
	Sewer Pipe Items				
1	6" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	11		
1	8" SDR 26 PVC Sewer Pipe (0'-6')	Lin. Ft.	934		
2	8" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	1,674		
3	8" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	721		
4	8" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	1,566		
5	10" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	131		
6	10" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	854		
7	Abandonement of Existing Sewer Line	Lin. Ft.	4,594		
	Manhole Items				
8	48" Precast Concrete Sewer Manhole (0'-6')	Each	9		
9	48" Precast Concrete Sewer Manhole (6'-8')	Each	5		
10	48" Precast Concrete Sewer Manhole (8'-10')	Each	2		
11	48" Precast Concrete Sewer Manhole (10'-12')	Each	6		
12	72" Precast Concrete Sewer Manhole (18'-20')	Each	1		
13	Drop Manhole Assembly (All Depths)	Each	5		
14	Demolition and Removal of Existing Manhole	Each	5		
15	Abandonement of Existing Manhole	Each	13		
	Sewer Service Items				
16	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	100		
17	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	1,872		
18	8"x8"x6" PVC Tee	Each	59		
19	10"x10"x6" PVC Tee	Each	10		
20	6" PVC Cleanout	Each	58		
	Miscellaneous Construction Items				
21	Crushed Aggregate (Size 825)	Ton	2,021		
22	Select Fill Material (Class 9, Group C), LVM	Cu. Yd.	6,192		
23	Concrete Pavement Repair (All Depths)	Sq. Yd.	23		

24	Asphalt Pavement Repair (All Depths)	Sq. Yd.	6,170		
25	Concrete Curb & Gutter (Match Existing Type)	Lin. Ft.	35		
26	Demolition and Removal of Concrete Headwall	Each	1		
27	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	Lin. Ft.	146		
28	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	80		
29	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	30		
30	22"x13" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	Lin. Ft.	36		
31	22"x13" Reinforced Concrete Arch Pipe, Flared End Section, Class III	Each	1		
32	Class "B" Concrete, Minor Structures	Cu. Yd.	2		
33	Concrete Paved Ditch (4" Depth)	Sq. Yd.	3		
34	Grassing	Lump Sum	1		
35	Erosion Control	Lump Sum	1		
36	Mobilization	Lump Sum	1		
37	Maintenance of Traffic	Lump Sum	1		
		Subtotal (Site 6):			

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, Principal, and _____as Surety, are hereby held and firmly bound unto _____ as Owner in the penal sum of for payment of which, well and truly made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__.

The Condition of the above obligation is such that whereas the Principal has submitted to a center BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

COMPREHENSIVE SEWER IMPROVEMENTS
PHASE II

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 set forth above.

_____ (L.S.)
PRINCIPAL

_____
SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____day of_____, 20___ by and between_____hereinafter called the CONTRACTOR, **CITY OF HATTIESBURG** hereinafter called the OWNER, Witnesseth that the Contractor and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The Contractor agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled

COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the Contractor agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the Contractor fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **$ 750.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The owner agrees to make progress payments during the construction as provided herein as follows:

The ENGINEER will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices.

The OWNER agrees to pay the CONTRACTOR 100% of the value of the work done each month, less ten percent (10%) retainage until final acceptance of the work has been made).

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the Contractor within thirty (30) days the date of said final acceptance.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The Contractor agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The Contractor agrees to also carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance in amounts as required by the Specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

OWNERS:

City of Hattiesburg_____

SEAL

BY_____

Title_____ ATTEST_____

CONTRACTOR

_____

SEAL

BY_____

Title_____

ATTEST_____

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and of _____ (herein called the Surety), a corporation duly authorized to do a surety business under the laws of the State of Mississippi, are held and firmly bound unto _____, (hereinafter called the Obligee), a _____ Corporation existing under the laws of the State of Mississippi, in the penal sum of Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, 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 charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or

materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and surety have hereunto set their hands and seals at this _____ day of _____, 20___.

(SEAL)

_____
PRINCIPAL

WITNESSES:

_____

_____

_____
ADDRESS

_____
Name of person executing for Principal

_____
Title

_____
SURETY

WITNESSES:

_____

_____

_____
ADDRESS

_____
Name of person executing for Surety

_____
Title

NOTICE OF AWARD

TO: _____

_____

_____

Project: **COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated_____, 20___, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20___.

City of Hattiesburg
OWNER

By: _____
Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
This the _____ day of _____, 20___

Title:_____

NOTICE TO PROCEED

TO: _____ DATE: _____

_____

_____

Project: COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__ on or before _____, 20__, and you are to complete the WORK within 200 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20__.

CITY OF HATTIESBURG
OWNER

BY: _____

TITLE: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ this the __ day of _____, 20___.

Title: _____

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: the Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instructions to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions, the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The owner (Grantee)- The individual who is authorized to sign the contract documents on behalf of the owner's governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER
RESIDENT INSPECTOR
CONSTRUCTION INSPECTOR
PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: The stage in construction when a project can be utilized for the purposes for which it was intended. At substantial completion, minor items and items that are seasonally restricted need not be completed, but the items that affect operational integrity and function of the facility must be capable of continuous use.

SUPPLEMENTARY GENERAL CONDITIONS: Federal Conditions in effect at time of submission of Bid.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.1 The award of the Contract, if it is awarded, will be to the lowest responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the OWNER within 10 working days or 15 calendar days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.2 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

CONTRACTOR'S PRE-START REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract

Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run no less than the 15 days after receipt by the CONTRACTOR of the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. See paragraphs 6.22 through 6.26. The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 Within twenty (20) days after delivery of the executed agreement by OWNER to CONTRACTOR , but before starting the Work at the site, a preconstruction conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or

equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, Instructions to Bidders, General Conditions, Technical Specifications and Drawings.

3.3 The words "furnish, "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service.

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function,shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Sepcifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably

ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information For Bidders.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, not will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR

performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase

in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time

of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 Site. The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work,and before acceptance of and final payment for the Project by the owner, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The General CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the several contractors as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Sanitary Provisions:

6.32 The General CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the special conditions. The OWNER will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities , and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on

the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefor which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the General CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the General CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the General CONTRACTOR. The General CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each CONTRACTOR shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each CONTRACTOR shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each CONTRACTOR shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The General Contractor shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and 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.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work, see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the ENGINEER according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders, see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request arbitration with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such arbitration to be in accordance with Article 16. However, no request for arbitration of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for arbitration shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which arbitration is sought; and the failure to request arbitration within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;

(3) In the Owner-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, weather or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved. Should the Work (by quantity) be increased or decreased by 15 per cent from that stipulated in the Contract Documents, the OWNER and the CONTRACTOR may request adjustment of the unit prices by negotiation. If negotiation fails to reach agreement, then either party may request arbitration for the volume in excess of the 15 per cent differential.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER , CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work Plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2. A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2. The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of

SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within sixty (60) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 10 per cent of the payment claimed until work is 50 per cent complete;

14.1.2 When Work is 50 per cent complete, reduction of the withholding to 5 per cent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 per cent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 10 per cent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment,the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:
"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such

payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14,6,5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen,

mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted,

or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such

determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

The damages indicated above shall be considered as liquidated damages for the loss to the Owner on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the Engineer.

MEASUREMENT AND PAYMENT

Measurement and payment for the following bid items shall be as described and shall include all material equipment, labor and testing to install and make operational a complete sewer system as detailed on the contract drawings and in these specifications.

SEWER MAIN (SDR-26), HDPE, OR OTHER

Payment for all sewer mains will be per linear foot for various diameter pipe measured from centerline of manhole to centerline of manhole in relation to the diameter of the pipe and the depth of cut as shown in the individual bid items.

ABANDONMENT OF EXISTING SEWER LINE

Payment for abandonment of existing sewer line shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per linear foot.

STEEL CASING

Payment for steel casing will be per linear foot measured from end to end of casing along the centerline of pipe. Diameter and thickness shall be as noted in the plans and specifications. Bored or Open cut casing pipe shall include labor, equipment and materials to install bore at depth as shown on plans.

REINFORCED CONCRETE PIPE (R.C.P)

Payment for all drainage pipe will be per linear foot for various diameter pipe measured from end of pipe to end of pipe installed in relation to the diameter of the pipe.

MANHOLES

Payment for manholes will be per each and depth of manhole in appropriate depth bracket measured from lid of manhole to downstream invert. Depth shall be based on individual bid items.

DROP MANHOLE CONNECTION

Payment for drop manhole connection shall include furnishing and installing all hardware required to assemble a drop as detailed in the plans and specifications. Payment shall be per each.

DEMOLITION AND REMOVAL OF EXISTING MANHOLES

Payment for demolition and mobilization of existing manholes shall be as indicated on the construction plans. The item shall include the total removal of the manhole assembly and removal and disposal off site. The item shall include all disposal and transportation costs. The item shall be paid per each.

REMOVE, MODIFY AND RESET EXISTING MANHOLE

Payment for remove, modify and reset existing manhole shall be as indicated on the construction plans. The item shall include the removal of the manhole assembly, medication of the manhole as indicated on the construction plans and resetting of the manhole as indicated. The item shall include

all labor, equipment and materials necessary to remove, modify and reset an existing manhole. Bypass pumping shall be an absorbed portion of this item should it be necessary for the installation. The item shall be paid per each.

REMOVAL OF EXISTING SEPTIC TANK

Payment for removal of existing septic tank shall be as indicated on the construction plans. The item shall include the removal of the septic tank and proper disposal of all components from the removal process. Necessary backfill required for the void shall be included in the item. Item shall include any necessary reconnection fittings or pipe to make the facility a fully functioning sanitary sewer service. The item shall include all labor, equipment and materials necessary for removal of existing septic tank. Bypass pumping shall be an absorbed portion of this item should it be necessary for the installation. The item shall be paid per each.

PVC SEWER SERVICE LINE

Payment for sewer service will be per linear foot for various diameter pipe measured from end of sewer tee to the fitting on the cleanout to the nearest whole foot. Item shall include all labor, equipment and materials necessary to install all equipment.

SEWER SERVICE TEE

Payment for sewer service tee will be per each at the bid size. Price shall include all labor, materials and equipment necessary to install sewer service tee based on plans and specifications.

SEWER CLEANOUT

Payment for sewer cleanout will be per each to include all labor, materials and equipment at the bid size. Price shall reflect depth as necessary to provide sanitary sewer service to project area.

CRUSHED AGGREGRATE

Payment for crushed aggregate shall include furnishing and installing material as specified in the plans and specifications. Crushed aggregate shall be installed as a base material for the pavement repairs. Crushed aggregated may be used for a temporary riding surface. Temporary riding surface will be removed prior to pavement repairs and moved to another location as directed by the engineer at no additional cost to the project. Payment shall be per ton from certified scales.

SELECT FILL MATERIAL

Payment for select fill material will be based on loose vehicular measurement. Haul vehicles shall be measured and volumes calculated. It shall be the discretion of owner as to the overall percentage full of haul material. Item shall include material, haul, placement and testing necessary to meet the plans and specifications.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE

Payment for concrete shall include furnishing and installing concrete with specified class as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Item shall include reinforcing steel, grates, etc. as necessary and required. Payment shall be per cubic yard.

ASPHALT PAVEMENT REPAIR

Payment for asphalt repair shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include furnishing and installing concrete curb to match removed concrete curb and gutter. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications Item shall not be used for damage to curb as a result of poor construction methods or neglect from the contractor. Payment shall be per linear foot measured at the back of the curb.

DEMOLITION AND REMOVAL OF STORM SEWER PIPE

Payment for demolition and mobilization of storm sewer shall be as indicated on the construction plans. The item shall include the total removal of the pipe and removal and disposal off site. The item shall include all disposal and transportation costs. The item shall be paid per linear foot.

CLEARING AND GRUBBING

Payment for clearing and grubbing shall include removal of all items within the required limits of construction necessary to complete the project based on the construction plans and specifications. Payment shall include off site removal of all items removed during clearing and grubbing. Item shall include all materials, labor and equipment necessary to meet the plans and specifications. Payment shall be lump sum.

GRASSING

Payment for grassing work shall include furnishing and installing seeding, fertilizer, lime and other components required to establish permanent grassing. Grassing shall include final grading prior to installation of seeding materials. The unit measurement shall be lump sum and based on the percentage of area completed in full to date at time of estimate.

EROSION CONTROL

Payment for Erosion Control shall include furnishing, installing and maintaining hay bales or silt fence as required by current Mississippi Department of Environmental Quality standards. Hay bales and silt fence shall be installed and maintained to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be Lump Sum and includes any required maintenance.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site, to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the engineer.

MODULAR BLOCK RETAINING WALL

Payment for modular block retaining wall shall include furnishing and installing blocks, backfill, base material, geofabric, etc. as required by the plans and specifications. Item shall include all materials, labor and equipment. Payment shall be made by square foot based on top of wall and granular base. Length shall be an average of the top and bottom lengths.

TECHNICAL SPECIFICATIONS

SANITARY SEWERAGE SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of sewer pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

A 139/139M Electric-Fusion (Arc) Welded Steel Pipe (HPS 4 inch and over).

A 252 Welded and Seamless Steel Pipe Piles.

C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

C 33 Specifications for Concrete Aggregate

C 39/C 39M Compressive Strength of Cylindrical Concrete Specimens.

D 1248 Polyethylene Plastics Extrusion Materials for Wire and Cable

D 1784 Rigid Poly(Vinyl Chloride)(PVC) Compounds and Chlorinated Poly (Vinyl Chloride)(CPVC) Compounds.

D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.

D 2922 Density of Soil and Soil Aggregate in place by Nuclear Methods (Shallow Depths).

D 3034 Specifications for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.

D 3212 Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.

F 477 Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

F 794 Poly (Vinyl Chloride)(PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

A21.10 Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

A21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

A21.50 Ductile Iron Pipe, Design Requirements

A21.51 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

C 151 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction Current Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.

2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.

3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

3.2 PVC Pipe: The Contractor shall submit manufacturer's certificate certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the Contractor shall submit the following:

A. PVC Piping: PVC Pipe shall be sampled, tested, and inspected in accordance with the provisions of ASTM D3034. Copies of test results shall be attached. Test results shall be similar material and not be more than one year old from the date of material delivery.

B. Joints: The following submittals shall be required for PVC joints.

1. Certificate with test results for joints for compliance to ASTM D 3212. Gaskets shall conform to ASTM F 477. Test results shall be for similar material and not be more than one year old.

4.0 MATERIALS

4.1 Gravity Sewer Pipe: Where the type of gravity sewer piping is not indicated on the plans, the Contractor shall furnish polyvinyl chloride (PVC) pipe.

The Contractor shall be restricted to furnishing the exact type of pipe material where indicated on the Contract Drawings.

The Contractor shall be limited to the use of only one type of pipe (so selected by the Contractor and indicated on the Proposal Form) and shall not change the type of gravity sewer pipe except as follows:

1. Where indicated on the plans, or

2. If permitted in writing by the Engineer.

A. Ductile Iron Pipe: Ductile iron shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum 50psi.

Ductile Iron Pipe shall be manufactured in accordance with the latest revision of ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.

Pipe shall be standard asphaltic coating on the exterior. Pipe shall also have a Protecto 401 lining on the interior.

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

All pipe shall be furnished with Push-On Type Joints, such at Tyton or Fastite. Joints shall be in accordance with ANSI/AWWA C111/A21.11, of latest revision, and be furnished complete with all necessary accessories.

Fittings shall be ductile iron. Fittings shall conform to the latest revision of either ANSI/AWWA C600.

B. PVC Pipe : PVC gravity sewer pipe and fittings shall conform to the requirements of ASTM D 3034 with an SDR of 26 and a minimum stiffness of 46 lb./in. - in and 115 lb./in. - in, respectively. Joints for sewer pipe shall be either push-up or mechanical conforming to the requirements of ASTM 3212. Gaskets for sewer pipe shall conform to the requirements of ASTM F 477.

Approved adaptors shall be used for making connections between PVC pipe and concrete manholes.

C. Service Laterals: Service laterals for local services shall consist of fittings, pipe lengths, and connections of 6 inch or 4 inch pipe. The fittings, pipe lengths and plugs shall be of the same material as the run pipe unless otherwise indicated on the Contract Drawings. The modified sewer tees shall be an integral part of the run pipe. The remainder of the branch shall consist of standard fittings (elbows, reducers, and lengths of pipe) in accordance with the manufacturer's standard products and as specified. Pipe lengths and joint connections shall meet the specified requirements for the type materials used.

All service lines shall extend a maximum of up to 5 feet from house fronts of residences and public buildings and up to the property lines of businesses.

4.2 Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of sewer pipe or force main and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch. (Hwy) and 0.28 inch (RR).

4.3 Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table:)

SIZE NO. 467

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1 - ½"	95 - 100
3/4"	35 - 70
3/8"	10 - 30
No. 4	0 - 5

4.4 Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - ½" sieve.

4.5 Clay Gravel Material: Clay Gravel Material shall meet MDOT Standards Class 6, Group C.

4.6 Concrete: Concrete shall be in accordance with the requirements of Technical Specifications - CONCRETE

4.7 Select Backfill: General : The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.

A. Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2), sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.

The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

Sieve	Percent Passing by Weight
Number 40	40 - 85
Number 60	30 - 70
Number 270	8 - 30
Silt (.05 to .005 mm)	3 - 15
Clay (Passing .005 mm)	3 - 15

4.8 Backfill: All other backfill shall consist of excavated material removed from the trench unless otherwise directed by the Engineer. CONTRACTOR shall separate poor and acceptable material during excavation. Failure to separate material shall require CONTRACTOR to furnish acceptable backfill at no additional cost to the project.

5.0 CONSTRUCTION:

5.1 Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or

concrete pavement shall be scored or cut to a proper depth to give a straight verticle edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be a indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

If adequate area is not available on the construction site, the CONTRACTOR will be required to stockpile material off site Owner shall not bear any additional expense.

Ledge Rock, bolders and large stones shall be removed to provide a minimum clearance of 4 inches (10 cm) below and on each side of all pipes.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and

surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of sewer pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the pipe laying operation.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required , additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to insure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

a Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be

required, except that caused by conventional shaping equipment.

c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OR ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.2 PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

5.3 PIPE LAYING: Pipe laying shall proceed upgrade with the spigot ends of the bell-and-spigot pipe and tongue ends of the tongue and groove pipe jointing in the direction of flow. Each pipe shall be laid true to line and grade and in such a manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the sewer shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth, or other substance will enter the pipe or fittings.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

The Contractor shall utilize a commercial grade laser beam specifically manufactured to aid in maintaining grade and alignment of pipelines during installation. The primary unit shall be mounted on a heavy duty base and firmly anchored in the downstream manhole of the reach under construction. The maximum distance shall not exceed four hundred feet (400') per set-up.

Each joint of pipe shall be installed using an approved target to align the pipe with the

projected laser beam. The methods and procedures shall be in strict accord with the manufacturer's recommendations and instructions. Proper ventilation shall be maintained at all times. Care shall be exercised in order to prevent bumping or misalignment of the projected bean. Sewer lines shall be laid such that the installed variation of invert elevations when compared with the construction plans does not exceed 0.05 feet. Sewer lines in which said variation exceeds 0.05 feet may be rejected. Sewer pipe shall be visually inspected for alignment by lamping, televising or by other appropriate means to determine alignment.

Whenever a movable steel box is used in place of sheeting, the Contractor shall take care to prevent the pipe from moving when the steel box is moved.

5.4 PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

A. PVC Pipe Joint Construction: The bell and spigot ends of PVC sewer pipe shall be cleaned of all foreign material that could interfere with proper assembly of the joints. The spigot ends shall be cleaned one inch (1") beyond the joint assembly reference mark.

The spigot end of the pipe shall be thoroughly lubricated in accordance with the manufacturer's recommendations. The coating should be the equivalent of a brush coat of enamel paint and maybe applied by hand, cloth, pad sponge or glove.

The lubricated spigot end shall be inserted into the bell keeping the pipe length in proper alignment. The bell shall be braced while the spigot end is pushed in under the rubber ring, so that previously competed joints in the line will not be closed up. The spigot end shall be pushed into the bell until the reference mark is flush with the end of the bell.

Generally, the installation and jointing of PVC Pipe shall conform to the requirement so the latest edition of ASTM D-2321, "Underground Installation of Flexible Thermoplastic Sewer Pipe".

B. Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe and shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts

on either side; and last , the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

C. Jointing Dissimilar Pipes: Suitable adaptor couplings are required for connecting dissimilar pipes. The couplings shall be approved by the Engineer before installation.

5.5 STREAM CROSSING: Ductile iron pipe Class 50 shall be used as shown on the Drawings. Granular fill, concrete, and concrete collars shall be placed or constructed as shown on the contract drawings.

5.6 SERVICE LATERALS (LINES): Modified sewer tees shall be installed on the run pipe at the appropriate field locations. Service lines of the sizes specified shall be laid to a uniform grade so that the customer being served can be tied-in using good construction practices. All tamping and backfilling operations shall be performed the same as on main line pipe. Removable plugs shall be securely installed in pipe ends and a 2" x 2" treated post extending 12" above the ground line shall mark the pipe end location.

5.7 BORINGS: Borings shall be accomplished in accordance with Mississippi State Highway Department or Railway Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

A. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be water tight.

B. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

C. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under surcharged sewage conditions.

D. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end with a quick setting grout.

5.8 RELATION TO WATER MAINS:

A. Horizontal Separation: Whenever possible, sewers should be laid at least 10 feet,

horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer that 10 feet to a water main if:

1. It is laid in a separate trench.

2. It is laid in the same trench with the water mains located at one side on a bench of undisturbed earth.

3. In either case the elevation of the crown of the sewer is at least 18 inches below the invert of the water main.

B. Vertical Separation: Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main shall be relocated to provide this separation or reconstructed with slip-on or mechanical-joint ductile iron pipe, or prestressed concrete cylinder pipe for a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.

C. Special Conditions: When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the water main should be constructed of slip-on or mechanical-joint ductile iron pipe. or prestressed concrete cylinder pipe and the sewer constructed of mechanical-joint ductile iron pipe and both services should be pressure tested to assure water tightness.

5.9 CONTINUATION OF SERVICE

The existing wastewater system shall remain in operation during the duration of the project. Should removal of facilities from operation become necessary, a plan which will avoid or minimize pollution effects on any receiving stream and provide alternate service for wastewater facilities shall be reviewed and approved in advance by the Mississippi Department of Environmental Quality and shall be adhered to during construction.

6.0 TESTING

6.1 Ductile Iron Pipe:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the

results shall be included as part of the submittals. No other material test shall be required.

6.2 PVC PIPING: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittal. No other material test shall be required.

6.3 STEEL CASING PIPE: Material test shall be included as part the submittal. No other material test shall be required.

6.4. BEDDING MATERIAL AND STABILIZATION MATERIAL: Test for gradation and test for material passing the No. 40 sieve shall be as follows:

Gradation - AASHTO T 88
Liquid Limit - AASHTO T 89
Plasticity Index - AASHTO T 90

One set of each test listed above will be required for every 500 cubic yards or major fraction thereof.

6.5 COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99. Compaction tests for sewer pipe related work shall not be less than as follows:

	(Number of Compaction Tests)	
	AASHTO T-99	AASHTO T-191 or ASTM D 2922
Select Backfill Material OR Stabilization Material	1	One per 100 CY
Bedding Material	2	One per 600 LF
Tamped Backfill	2	One per 600 LF

6.6 INFILTRATION/EXFILTRATION TEST: The Contractor shall provide all plugs, water supply, measuring devices, and all other equipment, material, labor and supervision to measure the infiltration and exfiltration tests as specified below. The Contractor shall perform the test in the presence of the Engineer. All gravity sewer pipe shall be tested in accordance with the following applicable requirements.

A. Infiltration Test: The infiltration test shall be conducted between adjacent manholes.

The outlet pipe on the downstream manhole shall be plugged and tested for water tightness to the satisfaction of the Engineer. The accumulated depth of water in the downstream manhole shall be read at 12 hour intervals for two (2) days and the infiltration rate calculated from the data obtained. Any section exceeding an infiltration rate of 200 gallons/day/inch diameter/mile shall be relayed at the Contractor's expense. This means that the Contractor shall locate and repair leaks as necessary to pass the infiltration test. Infiltration test shall be utilized only when ground water is above pipe.

B. Exfiltration Test: The exfiltration test shall be conducted between adjacent manholes. The inlet pipes in the downstream and upstream manholes shall be plugged. The line being tested shall be filled with water until water depth becomes two (2) feet above top of pipe being tested in the upstream manhole. The water loss shall be measured in the upstream manhole at 12 hour intervals for two (2) days and the exfiltration rate calculated from the data obtained. Any section exceeding an exfiltration rate of 200 gallons/day/inch diameter of pipe/mile shall fail the test. The Contractor shall locate and repair leaks as necessary to pass the exfiltration test. A low pressure air test conforming to ASTM C-828-80 or latest revision may be used in lieu of the exfiltration test.

6.7 DEFLECTION TESTS: 100% of the PVC gravity sewer shall be tested 30 days after the final backfill has been in place by the following method:

Use a "Go-, no-go" mandrel which is sized to such dimensions that it will not "go" when encountering a deflection greater than 5%. The instructions for its use are as follows:

A. Completely flush the line making sure the pipe is clean of any mud or debris that would hinder the passage of the mandrel.

B. During the final flushing of the line, attach a floating block or ball to the end of the mandrel, pull rope and float the rope through the line. (A) nylon ski rope is recommended)

C. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.

D. Connect a retrieval rope to the back of the mandrel to pull it back if necessary.

E. By hand, remove all the slack in the pull rope and place a tape marker on the top at the end of the pipe where the mandrel will exit, determining the location of the mandrel in the line.

F. By hand, draw mandrel through the sewer lines. If any irregularities or obstructions are encountered in the line, they shall be corrected by the Contractor.

G. If a section with excessive deflection is found, locate it; dig down and uncover the pipe; if any damaged pipe is found, replace it; if pipe is not damaged, replace and thoroughly tamp

haunching and initial backfill; replace remainder of backfill.

H. Re-test this section for deflection.

STANDARD SPECIFICATION

FOR LINING DUCTILE IRON PIPE

FOR SEWER SERVICE

1.0 Condition of Ductile Iron Prior to Surface Preparation

All ductile pipe and fittings shall be delivered to the application facility without asphalt, cement lining, or any other lining on the interior surface. Because removal of old linings may not be possible, the intent of this specification is that the entire interior of the ductile iron pipe and fittings shall not have been lined with any substance prior to the application of the specified lining material and no coating shall have been applied to the first six inches of the exterior of the spigot ends.

2.0 Lining Material

The Standard of Quality is Protecto 401 Ceramic Epoxy. The material shall be an amine cured novalac epoxy containing at least 20% by volume of ceramic quartz pigment. Any request for substitution must be accompanied by a successful history of lining pipe and fittings for sewer service, a test report verifying the following properties, and a certification of the test results.

A. A permeability rating of 0.00 when tested according to Method A of ASTM E-96-66, Procedure A with a test duration of 30 days.

B. The following test must be run on coupons from factory lined ductile iron pipe:
   1. ASTM B-117 Salt Spray (scribed panel) - Results to equal 0.0 undercutting after two years.
   2. ASTM G-95 Cathodic Disbondment 1.5 volts @ 77°F. Results to equal no more than 0.5mm undercutting after 30 days.
   3. Immersion Testing rated using ASTM D-714-87.
      a. 20% Sulfuric Acid - No effect after two years.
      b. 140°F 25% Sodium Hydroxide - No effect after two years.
      c. 160°F Distilled Water - No effect after two years.
      d. 120°F Tap Water (scribed panel) - 0.0 undercutting after two years with no effect.

C. An abrasion resistance of no more than 3 mils (.075mm) loss after one million cycles using European Standard EN 598: 1994 Section 7.8 Abrasion Resistance.

3.0 Application

A. **Applicator**

The lining shall be applied by a certified firm with a successful history of applying linings to the interior of ductile iron pipe and fittings.

B. **Surface Preparation**

Prior to abrasive blasting, the entire area to receive the protective compound shall be inspected for oil, grease, etc. Any areas with oil, grease, or any substance which can be removed by solvent, shall be solvent cleaned to remove those substances. After the surface has been made free of grease, oil or other substances, all areas to receive the protective compounds shall be abrasive blasted using sand or grit abrasive media. The entire surface to be lined shall be struck with the blast media so that all rust, loose oxides, etc., are removed from the surface. Only slight stains and tightly adhering oxide may be left on the surface. Any area where rust reappears before lining must be reblasted.

C. **Lining**

After the surface preparation and within 8 hours of surface preparation, the interior of the pipe shall receive 40 mils nominal dry film thickness of Protecto 401. No lining shall take place when the substrate or ambient temperature is below 40 degrees Fahrenheit. The surface also must be dry and dust free. If flange pipe or fittings are included in the project, the lining shall not be used on the face of the flange.

D. **Coating of Bell Sockets and Spigot Ends**

Due to the tolerances involved, the gasket area and spigot end up to 6 inches back from the end of the spigot end must be coated with 6 mils nominal, 10 mils maximum using Protecto Joint Compound. The Joint Compound shall be applied by brush to ensure coverage. Care should be taken that the Joint Compound is smooth without excess buildup in the gasket seat or on the spigot ends. Coating of the gasket seat and spigot ends shall be done after the application of the lining.

E. **Number of Coats**

The number of coats of lining material applied shall be as recommended by the lining manufacturer. However, in no case shall this material be applied above the dry thickness per coat recommended by the lining manufacturer in printed literature. The maximum or minimum time between coats shall be that time recommended by the lining material manufacturer. **To prevent delamination between coats, no material shall be used for lining which is not indefinitely recoatable with itself without roughening of the surface.**

F. **Touch-Up & Repair**

Protecto Joint Compound shall be used for touch-up or repair in accordance with manufacturer's recommendations.

4.0 Inspection and certification

A. **Inspection**

1. All ductile iron pipe and fitting linings shall be checked for thickness using a magnetic film thickness gauge. The thickness testing shall be done using the method outlined in SSPC-PA-2 Film Thickness Rating.
2. The interior lining of all pipe barrels and fittings shall be tested for pinholes with a nondestructive 2,500 volt test. Any pinholes found shall be repaired prior to shipment.
3. Each pipe joint and fitting shall be marked with the date of application of the lining system along with its numerical sequence of application on that date and records maintained by the applicator of his work.

B. **Certification**

The pipe or fitting manufacturer must supply a certificate attesting to the fact that the applicator met the requirements of this specification, and that the material used was as specified.

5.0 Handling

Protecto 401 lined pipe and fittings must be handled only from the outside of the pipe and fittings. No forks, chains, straps, hooks, etc. shall be placed inside the pipe and fittings for lifting, positioning, or laying. The pipe shall not be dropped or unloaded by rolling. Care should be taken not to let the pipe strike sharp objects while swinging or being off loaded. Ductile iron pipe should never be placed on grade by use of hydraulic pressure from an excavator bucket or by banging with heavy hammers.

MANHOLES

1.0 GENERAL:

This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals for the construction of standard manholes, in accordance with the Contract Drawings and Specifications. Included in the work are structural excavation, backfill, and disposal of excess material.

2.0 APPLICABLE DOCUMENTS:

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

American Society for Testing and Materials (ASTM)

A 48/A48M	Standard Specification for Gray Iron Casting
C 39/C39M	Standard Specification fo Test for Compressive Strength of Cylindrical Concrete Specimens
C 443	Standard Specification for Joints for Circular Concrete Pipe and Manholes Using Rubber Gaskets
C 478	Standard Specification for Precast Reinforced Concrete Manhole Sections
C 497	Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile
C 2922	Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

American Association of State Highway and Transportation Officials (AASHTO):

M-198	Standard Specifications for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
T-99	Standard Method of Test for the Moisture-Density Relations of Soils Using a (2.5kg) Rammer and (305 mm) Drop.
T-191	Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method.

3.0 SUBMITTALS

The following tests or data shall be submitted to the Engineer from the Contractor for approval prior to incorporation into the work:

3 .1 Certificates: The Contractor shall furnish certificates from supplier certifying the products conform to the required specifications included herein for the following items:

3.1.1. Flexible Plastic Gaskets
3.1.2. Precast Manhole Bases
3.1.3. Precast Manhole Riser Sections
3.1.4. Manhole Steps
3.1.5. Manhole Frames and Covers (ASTM A 48)
3.1.6. Epoxy Grout

3.2 Catalogue Cuts or Brochures: The Contractor shall also submit catalogue cuts or product brochures providing descriptive data, recommended application and use, and installation procedure for the following items:

3.2.1. Manhole Frames and Covers
3.2.2. Epoxy Grouts
3.2.3. Manhole Steps

4.0 MATERIALS

4.1 Manhole Riser Sections: Manhole riser sections shall be precast reinforced sections conforming to ASTM C 478 and as shown on the Contract Drawings.

4.2 Joints: Joints for precast riser sections shall be concrete pipe type flexible plastic gaskets. Joint material shall be preformed conforming the requirements of AASHTO M-198. Installation shall be in accordance with manufacturer's recommendations.

4.3 Concrete Manhole Bases: Concrete manhole bases shall be precast or cast-in-place as follows:

4.3.1 Cast-In-Place Manhole Bases and Box Type Bases (if used): Concrete and reinforcing steel shall conform to the requirements of Technical Specifications - CONCRETE.

4.3.2 Precast Concrete Bases: Precast concrete bases shall conform to the requirements

of ASTM 478 with reinforcing steel (size and spacing as indicated on the plans).

4.4 Manhole Steps: Manhole steps shall be plastic coated corrosion resistant and shall be installed as shown on the Contract Drawings.

4.5 Cement Grout: Cement grout shall be high strength, non-metallic conforming to Corps of Engineers CRD-C-588. The grout shall be V-3 by W. R. Meadows, Inc., Masterflow 713 by Master Builders or equal.

4.6 Manhole Frame and Covers: Manhole frame and covers shall conform to ASTM A 48 as well as to the following requirements. All frame and covers shall be new when installed for the project.

4.6.1 Standard Manhole Cover and Frame - shall be as manufactured by Dews Foundry, Jackson Standard, Model DF-25 (7) or Vulcan Foundry, Model V-1115, 420 Pounds, marked "SEWER", domestic origin, or equal.

4.6.2 Water Tight Manhole Cover and Frame - shall be as manufactured by Vulcan Foundry, Model V2357, or Dews Foundry, Model DF-25(7)W.T., 410 pounds with neoprene gasket, four 5/8 inch stainless steel bolts recessed into cover. Cover labeled "SEWER", domestic origin, or approved equal.

4.7 Epoxy Grout: Epoxy Grout shall be high strength non-metallic, non-shrinking. The grout shall be as by EMBECO, Inc., SEAL-COAT or approved equal.

4.8 Drop Manholes: Concrete for drop manholes shall conform to the requirements of Technical Specifications - CONCRETE. Pipe and fittings shall be the same material and size as the incoming gravity sewer.

4.9 Flexible Connection: At all sewer connections to manholes, provide gasket flexible watertight connection that allows for differential settlement of the pipe and manhole wall.

4.10 All manholes: All manholes shall be lined inside with a sixteen (16) mil dry film thickness of an acceptable coal tax epoxy system.

5.0 CONSTRUCTION

5.1 Earthwork

5.1.1 General: Excavation shall be to the extent required to allow proper construction of the manhole. Shoring and sheeting shall be utilized where required by Federal, State and local codes and regulations for safe working conditions. In addition, shoring and sheeting shall be required to protect the integrity of adjacent structures or prevent adverse effects on

surrounding areas. Dewatering shall be employed to the extent required to allow dry working conditions.

5.1.2 General Excavation: The Contractor shall "lay back" or employ shoring and sheeting as required to assure stability of the excavation. Material shall be stockpiled so as not to surcharge adjoining pipe trenches. Topsoil shall be separated so as to allow the maximum reuse in grassing operations.

5.1.3 Structural Excavation: The area immediately beneath the manhole bases shall be graded and compacted. Compaction shall be to 96% of maximum laboratory density as determined by AASHTO T 99. Should unsuitable material be encountered, the Engineer may direct that the area be over excavated and filled with stabilization material. Specification for stabilization material and payment for such shall be in accordance with Technical Specifications.

5.1.4 Backfilling: Backfill material shall consist of select backfill in accordance with Technical Specifications. Backfilling shall be uniformly placed around the structure in 10-inch layers and be compacted to 90% of maximum density to full depth in unimproved areas. Backfill in paved areas and within five feet to any edge of pavement shall be compacted to 95% of maximum laboratory density in 8-inch layers to the subgrade line. Refer to Technical Sepcifications.

5.1.5 Salvage: Manhole frames and covers removed during excavation shall remain the property of the Owner and shall be delivered to a location designated by the Owner. All other items removed shall be disposed of by the CONTRACTOR at his expense.

5.2 Riser Installation: Precast concrete riser sections shall be installed plumb and in accordance with the details shown on the Contract Drawings. Joints shall be installed in accordance with manufacturer's recommendations.

The manhole invert channels shall be formed in the bases, smooth and semi-circular in shape conforming to the inside of the adjacent sewer section. Changes in the direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be formed directly in the concrete of the manhole base. The joint between the base and riser section shall be sealed with epoxy grout. Clean pea gravel shall be used as the epoxy grout filler.

Standard manhole cut-outs and lifting holes shall be sealed with epoxy grout.

5.3 Cast-In-Place Concrete: Bases, flat tops, and drop manhole risers shall be constructed in accordance with Technical specifications - CONCRETE.

5.4 Manhole Steps: Manhole steps shall be installed during the manufacturing of the riser or cone sections. Risers and cones shall be joined so the steps are vertically aligned.

5.5 Manhole Frame and Covers: Manhole frame and covers shall be set and grouted in place with cement grout. For manholes located in roads or streets, the manhole cover shall be flush with pavement or surface course.

6.0 TESTING

6.1 General: The Contractor shall conduct (and bear the cost of) all testing (Laboratory Approved by the Owner) as directed by the Engineer and furnish results of such tests prior to incorporating the material into the work. All testing is subsidiary to Manhole Payment Items.

6.1.1 Cast-In-Place Concrete Items: The concrete quality testing for manhole bases, drop manholes, and valve boxes shall be tested in accordance with Technical specifications - CONCRETE.

6.1.2 Manhole Risers and Precast Concrete Bases: Manhole risers and precast concrete bases shall be tested for concrete compressive strength. If the place of manufacture is local and reasonably available to the Engineer, Paragraph (a) shall be followed for testing requirements. Should the place of manufacture not be available, Paragraph (b) shall apply.

The contractor shall prepare (in the presence of the Engineer) standard rodded concrete cylinder or cylinders compacted and cured in a similar manner to the manhole sections. Concrete for such cylinders shall be typical fresh concrete mix drawn from the actual casting operation of a riser or base. Cylinders shall be tested in accordance with ASTM C 39. The average compressive strength shall be equal to or greater than the specified design strength (4000 psi). Not more than 10% of the cylinders shall fall below the design strength (4000 psi). In no case shall any cylinder tested fall below 3200 psi. Number of such cylinder tests shall be as follows:

6.1.2.1 One set of cylinders for each day's run castings or

6.1.2.2 One set of cylinders for each 200 linear feet of riser sections manufactured.

6.1.2.3 One set of cylinders per 20 bases or flat tops manufactured.

The Engineer may require additional tests should compressive test results fail.

6.1.3 Earthwork Test: Maximum laboratory density shall be measured in accordance with AASHTO T-99. Field densities shall be determined in accordance with AASHTO T-

191 or ASTM D 2992. Standard proctors and field densities shall be performed in accordance with the following schedule.

Standard proctor tests shall be required for earthwork associated with manhole construction. At least two (2) field density tests shall be conducted for earth work associated with each manhole construction.

6.1.4 Inspection for Watertightness: All manholes shall be inspected for watertightness prior to placing into service.

RESTORATION OF ROADS, DRIVEWAYS, FENCES

LAWNS AND OTHER GRASSED AREAS

1.0 GENERAL

The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of this Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:

American Association of State Highway and Transportation Officials (AASHTO).

T 99 Standard Method of Test for the Moisture Density Relations of Soils Using a 5.5 lg. (2.5 kg) Rammer and a 12-inch (305 mm) Drop.

T 167 Compressive Strength of Bituminous Mixture

T 191 Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method

T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures

American Society for Testing and Materials (ASTM)

D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

Mississippi Department of Transportation (MDOT)

Standard Specifications for Road and Bridge Construction, Current Edition.

Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3.0 SUBMITTALS

3.1 Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4.0 MATERIALS

4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MDOT Specification Section 301.

4.2 Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 702.

4.3 Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and binder courses, shall consist of a mix in accordance with MDOT Specifications Section 403. Materials shall conform to the following subsection of MDOT Specifications Sections 702 and 703.

Bituminous Materials (AC-20)	702.01	Aggregate
A. BC-1 Binder Course		
B. SC-1 for Surface Course	Filler	703.14

C. Topsoil: Topsoil shall be in accordance with Technical Specifications - SEEDING AND SODDING.

E. Seeding and Sodding: Seeding and sodding operations shall be in accordance with Technical Specifications - SEEDING AND SODDING.

5.0 CONSTRUCTION

5.1 Maintenance of Traffic: Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the Engineer. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the Engineer). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to

stop construction and restore full traffic during certain rush hours.

The Contractor shall at all times (unless otherwise permitted in writing by the Engineer) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours. All traffic shall be maintained in accordance with the MUTCD, current Edition.

5.2 Repair of Asphalt/Concrete Streets/Driveways/Parking Lots:

A. Removal and Earthwork: The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

A. Clay Gravel Base Course: Class 4, Group "B" as per 2006 Edition of Mississippi State Highway Department Road and Bridge Specification.

B. Asphalt Repair: Temporary Asphalt repair shall be made using 2" thickness of milled asphalt material.

C. Concrete Repair: Concrete repair shall be made using 3,000 psi concrete meeting Technical Specifications - CONCRETE

D. Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MDOT Specification Section 408.

F. Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

G. Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MDOT Specification Section 403.03.

E. Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

5.3 Driveways and Sidewalks: Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph (b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is 4 inches.

Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

5.4 Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph (B) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTO T99.

5.5 Repair to Lawns:

A. General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained.

B. Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - ½ tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

D. Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted

in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type (s) of permanent grasses shall be the same as the grass (es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - ½ tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

Sodding: Sodding shall be in accordance with Technical Specifications: - Seeding and Sodding

5.6 <u>Erosion Control:</u> During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion. During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

5.7 <u>General Grassing of Unimproved Areas</u>

A. <u>General:</u> The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall rails to adequately provide moisture. On slopes and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.

B. <u>Grading:</u> The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. <u>Topsoil:</u> The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.

D. Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.

Seeding: Seed shall be uniformly sown in accordance with Technical Specification - Seeding and Sodding

Sodding: Sod shall be place in accordance with Technical Specification - Seeding and Sodding

E. Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of an emulsified asphalt or by "crimping" parts of the material into the soil.

5.8 Miscellaneous Items: Items such as fences, gates, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.

5.9 General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6.0 TESTING

6.1 General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be
immediately forwarded to the Engineer by the Contractor.

6.2 Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:

A. Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required. Tests shall be in accordance with AASHTO T 99.

B. Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922.

C. Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

CONCRETE

1. GENERAL

A. This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals and performing all forms of work; furnishing and placing reinforcement, inserts and anchors; mixing, placing, curbing, and furnishing of portland cement concrete.

B. The work includes, but is not necessarily limited to manholes, pumping stations, lift stations and minor concrete work.

2. APPLICABLE DOCUMENTS

The following publications form a part of this Specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publication referenced shall apply to the work.

A. American Society for Testing and Materials (ASTM):

A 615	Billet Steel for Concrete Reinforcement
C 31/C 31M	Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field
C 33	Specifications for Concrete Aggregates
C 39/C 39 M	Compressive Strength of Molded Concrete Cylinders
C 143	Slump of Portland Cement Concrete
C 150	Portland Cement

B. Mississippi Department of Transportation (MDOT):

Standard Specifications for Road and Bridge Construction Current Edition.

3. SUBMITTALS:

The following data shall be submitted to the Engineer for review prior to incorporation into the work:

A. Letter from the manufacturer certifying the concrete mix conforms to the requirements for Class

B concrete as defined in Section 804 of the MDOT Standard Specifications for Road and Bridge Construction.

B. Letter of certificate from the manufacturer certifying that the reinforcing steel conforms to the herein specified requirements.

4. MATERIALS:

A. General: The concrete shall be ready-mix concrete manufactured by a plant for delivery to the site of the work in a plastic state. The Contractor may batch the concrete at the work site by use of portable mixers providing the following requirements are met:

1. Facilities shall be provided to properly weight, proportion and control the components of the concrete mix.

2. The mixer(s) shall be of such capacity so as to allow the complete placement of the plastic concrete mix prior to the initial set of any portion of the particular concrete pour.

B. Concrete Mix: The concrete materials and mix design, shall conform to the requirements for Class B concrete Section 804, MDOT Standard Specifications for Road and Bridge Construction. The compressive strength of the concrete shall be a minimum of 3000 psi at 28 days, or earlier. Type I Portland Cement shall be used in the mix, except where otherwise specified or permitted. Prior to producing any concrete for cast-in-place construction on the project, the Contractor shall submit to the Engineer the proposed mix design and shall obtain Engineer's approval of the mix design.

C. Reinforcing Steel - shall be new stock, deformed bars conforming to ASTM A 615, Grade 40 or Grade 60.

D. Curing Material - shall consist of wetted burlap, wetted cotton mats, plastic sheeting, or an approved liquid membrane material which will satisfactorily keep the new concrete in a moist condition for at least seven (7) days.

5. CONSTRUCTION:

A. Weather Limitations: Concrete shall be placed when the atmospheric temperature is a minimum of thirty-five (35) degrees F. and rising. Newly placed concrete shall be protected from cold temperatures for at least four (4) days at a temperature of not less than forty (40) degrees F.

B. Forms: Forms shall be securely anchored in place and properly aligned. Wood forms shall be oiled prior to placement of fresh concrete mix.

C. Reinforcement: Reinforcing bars shall be securely mounted by the use of chairs or other approved methods so as to not become displaced during placement of concrete mix. The positioning of reinforcing by working the bars into the newly placed concrete mix shall not be allowed.

D. Placement: The plastic concrete mix shall be worked (and vibrated if required) into the form work. The mix shall be consolidated so as to remove all voids and finished to form a true and level surface.

E. Curing: The hardened concrete shall be kept moist by the use of curing materials for a minimum of seven (7) days.

F. Slump Requirements: The following slump requirement shall apply:

Class B Concrete 2-4 Inches

G. Chamfered Corners: All exposed corners shall be chamfered one (1) inch or as indicated.

H. Finish:

1. All surfaces shall be "floated" to provide a uniform and level surface. Defects (honeycombs, ties, etc.) shall be repaired. No rubbing shall be required.

2. Sidewalks, driveways and other surfaces subject to pedestrian traffic shall be floated as noted in paragraph 1 above and shall receive a "broom" finish.

6. TESTING

The following test shall be required:

A. Slump: The Engineer shall test the concrete mix for conformance to the slump requirements as required. Test shall be in accordance with ASTM C 143.

B. Compressive Strength: The Engineer shall sample the concrete mix and prepare test cylinders for conformance to the compressive strength requirements. The Contractor shall transport the cylinders to the testing laboratory (employed by the Contractor) and have the cylinders tested in accordance with ASTM C 31 and C 39. The results of such test shall be forwarded to the Engineer. Test shall be performed at the following schedule.

One test per 15 cubic yards or major fraction thereof. A minimum of one test for each day of mixing shall be performed.

SEEDING AND SODDING

1.0 DESCRIPTION

This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.

2.0 SUBMITTALS

Certificates for fertilizer, limestone, seed.

3.0 MATERIAL

3.1 Topsoil: Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 nor more than 8.0.

3.2 Lime: Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.

3.3 Fertilizer: Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less that the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.

3.4 Seed: Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination and Planting Schedule

Spring and Summer Seeding (March 1 to September 1)

Name	Percent Purity	Percent Germination	Mix (Dry Wt. Lbs.) Per Acre
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50

Fall and Winter Seeding (September 1 to March 1)

Name	Percent Purity	Percent Germination	Mix (Dry Wt. Lbs.) Per Acre
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

3.5 Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The innoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacteria that is adapted to that particular kind of seed. The bacteria shall be supplied inconvenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

3.6 Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.

3.7 Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.

3.8 Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall,

when placed be live, fresh, growing grass with at least two and one-half (2 ½) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses, and shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardiness when transplanted. The sod shall be in blocks at least 3" x 8", and free from ragged edges.

4.0 INSPECTION AND TESTS

4.1 Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pas the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.

4.2 Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5.0. PREPARATION OF GROUND SURFACE

5.1 General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.

5.2 Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.

The topsoil shall be evenly spread on tilled areas to a uniform depth of at least 3 inches after compaction. Spreading shall be performed so that seeding can proceed with a minimum of soil preparation or tilling. After preplanting fertilization is completed, the topsoil shall be compacted by rolling with a cultipacker or by other approved means.

Rehabilitation of the stockpile areas shall include returning the area to near pre-construction conditions, including seeding of the area to re-establish the growth of grass.

5.3 Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders

or other approved equipment.

5.4 Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6.0 APPLICATION OF FERTILIZER AND LIMESTONE

6.1 Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of a least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.2 Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking , harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.3 Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.

6.4 Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7.0 PLANTING SEED

7.1 General : A satisfactory method of sowing shall be employed, using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to insure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been effected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.

7.2 Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.

7.3 Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.

7.4 Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.

Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.

The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked a their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure tot he air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.

Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod, and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.

Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer , be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.

8.0 MAINTENANCE

Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired a the Contractor's expense.

9.0 ESTABLISHMENT OF GROWTH

9.1 General : The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed a the Contractor's expense.

9.2 Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.

9.3 Refertilizing: The Contractor will determine areas needing refertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified hereinbefore shall be provided.

9.4 Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

CONNECTION TO MAINLINE PIPE (INSERT-A-TEE)

"Connection of the new service lateral* to the mainline shall be accomplished by means of a compression-fit service connection. The service connection shall be specifically designed for connection to the sewer main being installed, and shall be INSERTA TEE as manufactured by INSERTA FITTINGS Co., Hillsboro, Oregon, Telephone (503) 357-2110; Fax (503) 359-5417; or approved equal. Installing using procedures and equipment as referenced in manufacturer's written installation instructions."

Types available for all mainlines

PART NO.	TYPES	GASKETED BELL SDR 35	GASKETED BELL IPS/SCII 40
1	PVC Hub	ASTM D3034	ASTM D3034 SDR 26
2	Gasket	ASTM F477	ASTM F477
3	Band	301 SS	301 SS
3	Screw	305 SS	305 SS
3	Housing	301 SS	301 SS
4	Rubber Sleeve	ASTM C443	ASTM C443

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m.** on **November 12, 2012** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

COMPREHENSIVE SEWER IMPROVEMENTS
PHASE II
HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of $150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashiers check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

COMPREHENSIVE SEWER IMPROVEMENTS
PHASE II
HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 17th day of July A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R Myers/s/
Eddie R. Myers, City Clerk

Publish on 10/21/12 & 10/28/12
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898

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